



**THE INSTITUTE OF CHARTERED ACCOUNTANTS OF INDIA**

**TENDER**

**FOR**

**APPOINTMENT OF CONTRACTOR FOR RENOVATION, CIVIL WORKS, INTERIOR, AND FURNISHING WORKS  
at ICAI BHAWAN, PLOT NO- A/122/1, NAYAPALLI, BHUBANESHWAR-751012**

**Cost of Tender Rs. 2360/- including GST (Non-refundable)**

**TECHNICAL BID**

**Book – I**

**Tender No. - 002  
Issued on Dated – 01/01/2026**

ARCHITECTS & MPC:

S.kumar & Associates

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South Delhi, 110017

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## **PROJECT INFORMATION**

Project Name: RENOVATION/CIVIL, INTERIOR & FURNISHING WORKS AT ICAI BHAWAN, PLOT NO-A/122/1,NAYAPALLI,BHUBANESHWAR-751012

Employer: The Institute of Chartered Accountants of India

Head Office: ICAI BHAWAN, Post Box No.7100, Indraprastha Marg, New Delhi – 110 002 Ph:011-39893989, Fax: 011- 30110581

Branch of -EIRC: Bhubaneswar

Type of Tender: Open Tender

Extent of Site: As per the Site Plan attached with the Tender.

Location of Site: ICAI BHAWAN, PLOT NO- A/122/1, NAYAPALLI, BHUBANESHWAR-751012

Existing Conditions: As per site

Terrain: As per site

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**NOTICE**

**THE INSTITUTE OF CHARTERED ACCOUNTANTS OF INDIA**

(Set up by an Act of Parliament)



Head Office: ICAI Bhawan, Indraprastha Marg, New Delhi – 110 002. Branch Office:  
ICAI BHAWAN, PLOT NO- A/122/1, NAYAPALLI, BHUBANESHWAR-751012  
Email – bhubaneswar@icai.org, Contact: 0674-2392391

**NOTICE INVITING TENDER**

ICAI invites unconditional sealed tender in two bid system (Technical bid and Price bid in two separate covers) from eligible, experienced and reputed Bidder/contractor for **RENOVATION/CIVIL, INTERIOR & FURNISHING WORKS for Bhubaneswar Branch of EIRC of ICAI at ICAI Bhawan, Plot No-A/122/1, Nayapalli, Bhubaneswar-751012.**

Work described in the Tender document in detailed is available at ICAI website **www.icai.org, www.eirc-icai.org & www.bhubaneswar icai.org. The last date of submission of duly filled in Bids is 21/01/2026 up to 05:00 PM**

Secretary, ICAI

**SECTION I**  
**INVITATION TO BID**

**SECTION I-INVITATION TO BID****Tender Ref. no. 002**

The Institute of Chartered Accountants of India (ICAI) invites unconditional sealed tenders in two bid system (Technical Bid and Price Bid in two separate covers) from eligible, experienced and reputed Contractor in respect of Comprehensive renovation/civil, Interior and furnishing work in respect of civil and allied work. The duly filled in bids shall be received on or before 21/01/2026 up to 05:00 PM at ICAI BHAWAN, Plot No-A/122/1, Nayapalli, Bhubaneswar".

Before the last date of submission of Bid, a complete set of Tender Documents may be obtained by any interested Bidder on submission of a written application to the Secretary, The Institute of Chartered Accountants of India, and on payment of non- refundable tender fee of Rs. 2000/- plus GST at the rate of 18%. in the form of a Demand Draft issued from a Nationalized/ Scheduled Commercial Bank drawn in favor of "**The Secretary, The Institute of Chartered Accountants of India**", payable at New Delhi, on any working day during **01/01/2026 to 21/01/2026** 10:00 Hrs to 17:00 Hrs Only one set of Tender Documents shall be issued to one Bidder. An additional charge of Rs. 500/- for postage to be paid by Bidder if the Tender Documents are requested by post.

Also, Tender document may be downloaded from tender section of ICAI's web site **www.icai.org**, **www.eirc-icai.org** & **www.bhubaneswar icai.org** . The Bidders downloading the Tender Document from website shall have to enclose non- refundable Demand Draft issued from a Nationalized / Schedule Commercial Bank for Rs. 2000/- plus GST @18% in favor of "**The Secretary, The Institute of Chartered Accountants of India**", payable at New Delhi, towards the cost of Tender Document along with tender, failing which, the tender shall be summarily rejected.

<b>S. No.</b>	<b>Name of work</b>	<b>Proposed Area of Renovation (in sq.ft.)</b>	<b>Earnest Money Deposit (Rs.)</b>	<b>Time of Completion inclusive of rainy periods and holidays (days)</b>
1.	Comprehensive renovation/civil, interior and furnishing work in respect of civil and allied work	<b>7000 sqft Approx.</b>	<b>1,20,000/-</b>	90 Days

**Bidders registered under the MSME Act are exempt from EMD and Tender Fees, provided that they submit their MSME certificate along with the required documents as per the circular.**

The Bidder shall quote subject to fulfilling the eligibility criteria and other norms laid down / prescribed in this tender document.

**RELEVANT INFORMATION AT A GLANCE**

<b>A. Name of work:</b>	Comprehensive renovation/civil, Interior, LED & Furnishing in respect of civil and allied work
<b>B. Cost of Tender Documents:</b>	Non-refundable Rs.2000/- plus GST @ 18% in form of Demand Draft /Pay order favoring "The Secretary, The Institute of Chartered Accountants of India' payable at New Delhi". An additional charge of Rs. 500/- for postage to be paid by the Bidder, if the tender documents are requested by post. ICAI would not be responsible for delays in post.
<b>C. Availability of Blank Tender document:</b>	Blank tender document shall be available from <b>01/01/2026 to 21/01/2026</b> 17:00 Hrs. to 17:00 Hrs. at the website of ICAI and may be obtained from the office of ICAI on submission of a written application to the Secretary, The Institute of Chartered Accountants of India.
<b>D. Address from where Tender document can be obtained:</b>	Also, Tender document may be downloaded from ICAI web site <b><a href="http://www.icai.org">www.icai.org</a>, <a href="http://www.eirc-icai.org">www.eirc-icai.org</a> &amp; <a href="http://www.bhubaneswaricai.org">www.bhubaneswaricai.org</a></b> .
<b>E. Pre-Bid Meeting will be held on</b>	N/A.
<b>F. Last Date &amp; time of receipt of Tender:</b>	Tenderers may send the bids at the address given below either by registered post/speed post /or may dropped in the designated tender Box so as to reach on or before 21/01/2026 UP to 17:00 Hrs.
<b>G. Place of submission of tender:</b>	At Bhubaneshwar Branch of EIRC of ICAI, ICAI Bhawan Plot No-A/122/1, Nayapalli, Bhubaneswar.
<b>H. Date, time and place of opening of Envelope No.1 Technical Bid:</b>	The Technical bids shall be opened on 22/01/2026 at 11AM or on any other date & time through hybrid mode as per the discretion of ICAI and as communicated to the bidders, even if bidders are not present. In the event, the specified date of bid opening is declared as or happens to be a holiday, the bid shall be opened on the next working day at the specified time at Bhubaneshwar Branch of EIRC of ICAI, ICAI Bhawan, Plot No-A/122/1, Nayapalli, Bhubaneswar.
<b>I. Date of opening of financial bid:</b>	After evaluating the technical bids on the given Parameters, the financial bids of successful bidders shall be opened on same day or on any other date at the discretion of ICAI as notified even if bidders are not present. In the event, the specified date of bid opening is declared as or happens to be a holiday, the bid shall be opened on the next working day at the specified time and location.
<b>J. Bid validity period:</b>	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 30 days beyond the bid validity period.
<b>K. Performance Security Deposit:</b>	5% of the accepted tender project value to be deposited before the commencement of the work in the form of either pay order/ demand draft or Bank Guarantee (valid up to Defect Liability Period plus ninety days thereafter). No interest shall be payable by ICAI on this amount.
<b>L. Retention Money:</b>	10% of Contract Value, to be deducted @ 10 % from each RA bill. 50% of the Retention Money shall be released along with final bill and remaining 50% shall be released after completion of 'Defect Liability Period'. No interest shall be payable by ICAI on this amount.

**Note:-**

- ICAI reserves all rights at any time to reject any tender/ bid at any stage and/or time fully or partly for whole process and/or for particular contractor and also reserves all rights at any time to add, alter, modify, change, edit & delete any condition at any stage and/ or vary all or any of these terms and conditions or replace fully or partly for whole process and/or for particular contractor or vary all or any of these terms and conditions or replace without assigning any reasons whatsoever. In this regard, the decision of ICAI shall be final and binding on all the participants.
- Canvassing in any form in connection with the tender is strictly prohibited and the tender submitted by the bidder which resorts to canvassing is liable to be rejected.
- ICAI or its representatives shall not entertain any bidder during the period of the selection of agency is in process.
- During the process of Technical Evaluation of bids and in any case prior to the opening of Financial Bid, ICAI reserves the right to verify the particulars furnished by the tenderer/ bidder, independently.
- In no case, the request of bidders for change or modification in any terms and conditions related to payment shall be entertained.
- ICAI reserves the right to modify any condition of Tender documents at any time. ICAI can also issue corrigendum/addendum to this tender by notifying the same at [www.icai.org](http://www.icai.org), [www.eirc-icai.org](http://www.eirc-icai.org) & [www.bhubaneswar icai.org](http://www.bhubaneswaricai.org).
- Bidder should have valid GST registration number and meet all legal requirements.
- The Successful Bidder shall NOT sub-let or assign the work or coordinate with any other party/ sister concern, subsidiary, holding etc. without prior written consent of ICAI.
- Bids without accompanying the prescribed EMD shall be summarily rejected.
- The bidders are advised to go through the Tender document and advertisement carefully to understand the documents required to be submitted as part of the bid. Any deviation from the given terms may lead to rejection of the bid. The complete Tender document along with the documents enclosed therewith should be numbered and cross-referenced/linked with Tender Clause Number.
- Unconditional Tender bearing any condition will be summarily rejected.
- ICAI may, for any reason whether at its own initiative or in response to the clarification requested by the prospective Bidder, issue amendment in the form of addendum during the Bidding period and subsequent to receiving the bids. Any addendum or corrigendum thus issued shall become part of bidding document and Bidder shall submit 'original' addendum/ corrigendum duly signed and stamped in token of his acceptance. ICAI can also issue corrigendum to this Unconditional Tender by notifying the same at [www.icai.org](http://www.icai.org), [www.eirc-icai.org](http://www.eirc-icai.org) & [www.bhubaneswar icai.org](http://www.bhubaneswaricai.org).

**SECTION - II**  
**INSTRUCTIONS TO BIDDERS**

**SECTION - II**  
**GENERAL INSTRUCTIONS TO TENDERERS**

**1. GENERAL INSTRUCTIONS**

- 1.1** The Invitation to Bid shall form an integral part of the Contract.
- 1.2** The Tenderers shall check the number of pages of all the documents and if they find anything missing or unclear, they must notify ICAI at once for clarification. No liability for errors in the tender resulting from failure to check the documents will be accepted. If any clarification, addition, alteration or amendments to the drawings or specification be necessary during the tender period, then it will be a part of the contract in the form of an addendum. Such an addendum must be clarified by the CONTRACTOR and those addendums will be a part of the tender document. The Tenderer has to incorporate the entire addendum as and where applicable and the tender not incorporated with the addendum is liable to be rejected.
- 1.3** The Tenderers must understand that the quantities marked in bill of quantities for respective items are not the final/actual quantities to be executed. These are only estimated quantities. These quantities are liable to alteration, omission, deletion or addition at the discretion of the Architect/ ICAI without affecting the terms of the contract. Nothing extra will be paid on this account.
- 1.4** Before tendering, in the pre-bid meeting, the Tenderer shall satisfy himself fully regarding the nature of the work and get required clarifications from the ICAI. No plea with respect to want of information or clarification on any particular point shall be entertained after the tender has been received.
- 1.5** Each page of the tender document is required to be duly signed, stamped and dated by the bidder or its authorized representative under whose signature bid is being submitted.
  - (i) If the tender has to be submitted by a Partnership firm/Limited Liability Partnership (LLP), it should be signed by all the partners or by the partner who has the necessary authority on behalf of the firm/LLP to enter into the contract and the tender document shall be submitted along with such power of attorney.
  - (ii) If the tender has to be signed on behalf of a company incorporated under the Companies Act, 1956 or Companies Act, 2013 it shall be signed by the Managing Director or one of the Directors duly authorized in this behalf, by resolution of Board of Directors of the Company. A copy of the Memorandum and Articles of Association of the company besides the Board resolution should also be submitted along with the tender.
- 1.6** The signature and the address of the authorized person signing the tender document must be attested by one witness. The witness must be a person of status and propriety. His name, occupation, Mobile number and address should be stated clearly below his signature.
- 1.7** Along with the submission of tender, the Tenderer shall indicate the name(s) of the authorized representative who would be responsible and authorized to discuss, negotiate and provide clarification and receive instruction from the Architect/ ICAI during and the post-tender stage.
- 1.8** All parts of Tender documents including drawings, formats, addendums etc., should be submitted duly signed and stamped.
- 1.9** The Tenderer shall fill in the rates and amount both in figures as well as in words. The amount for each item should be worked out and totaled.
  - (i) The rates, amounts and all other entries in the Tender documents shall be written by hand in ink only.
  - (ii) All corrections should be attested by the Tenderer with his dated initials as many times as the corrections occur.
  - (iii) Any tender with unattested overwriting or corrections is liable to be rejected.
  - (iv) Arithmetical errors in filling the rate and amount will be incorporated as follows:
    - a. While filling the rates, the rate in words will supersede the numerical rate.
    - b. Totaling of amount will be corrected clearly on the basis of arithmetical rules.
    - c. In case of error in totaling, rate given in words will prevail and tender value will be corrected accordingly.
    - d. If there is discrepancy between unit price and total price that is obtained by multiplying the unit price with the quantity, Unit price shall prevail, and total price shall be corrected.
- 1.10** Tenderer should not make any alteration in the Tender document including Instructions to Tenderers, the Conditions of Contract, the Drawings, Specifications and Quantities. If at any stage, it is found that alterations (s) are made, the tender shall be liable to be rejected and EMD shall be forfeited.
- 1.11** Request For Information: No oral request will be entertained; however, information will be given on written requests over following:
  - (i) Ambiguity / Clarification in conditions, specifications, drawings, Bill of Quantities, site etc.
  - (ii) Regarding items of work which are included in the tender and / or regarding items of works which Tenderer considers shall be included to complete the work in all respect.
- 1.12** The date of start of work shall be assumed as 10 days after the date of issue of Letter of Intent/ Work Order, or handing over of the site, whichever is later. Within this period the CONTRACTOR must submit the Performance Security and should also hand over a Non-Judicial Stamp Paper of the requisite value to execute the agreement, to the representative of the ICAI.

**1.13**The CONTRACTOR is bound by the rates; he quotes for the various items irrespective of quantities mentioned in the tender. No revision in rates will be allowed due to variation, alteration, omissions, modifications of the quantities put to tender.

**1.14**If the contractor fails to quote rate for any particular item in the tender, 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.

**1.15**If the contractor quotes different rates for same item at different places, then lowest rate will be considered for all the purposes.

**1.16**The quoted rates shall be for all heights, lifts, leads and depth except where otherwise specified in the item of work. Quoted rates shall include all materials & provision of all scaffolding, hoists, tools and tackles and other plants, shuttering profiles and all other equipment's/materials required for proper execution of the work.

**1.17**The rates quoted by the Tenderer shall cover the cost of all loading, transporting to site, unloading, sorting under covers as required, assembling or joining the several parts together as necessary and incorporating or fixing materials in the work including all preparatory work or whatsoever description as may be required and of closing, preparing, loading, returning empty cases of containers to the place of issue.

**1.18**The Rates shall be inclusive of all taxes, service tax, octroi, toll, sales tax, professional tax, works contract tax, labor cess, labor insurance, royalties, GST or any other new taxes or levies etc. and shall be payable by the CONTRACTOR. The ICAI will not entertain any claim whatsoever in this respect.

**1.19**No Labor hutments will be allowed at site.

**1.20**The Tenderer shall inspect the site to acquaint himself with the nature of work, local conditions, facilities of transport conditions, effective labor and materials, access and storage for materials and removal of rubbish etc. The Tenderer shall provide in the tender for the cost of carriage freight and other charges and also for any special difficulties for proper execution of work, before quoting his rates.

**1.21**The validity of the Tender shall be for a period of 90 days from the last date for submission of bids.

**1.22**The successful Tenderer shall submit a detailed Completion Schedule / Program in the form of Microsoft Project chart identifying the important milestones/ activities involved and working out the resource planning/scheduling for main items, within Ten days of issue of Letter of Intent/ Work Order, with modifications, if any, suggested by the ICAI, which shall form an integral part of the agreement and shall be adhered to for final and satisfactory completion of entire work within the agreed time frame.

**1.23**The CONTRACTOR shall follow the detailed program for all the items of the work and such program will be part of the contract and shall be binding on the CONTRACTOR. The program may be modified by the ICAI, in consultation with the CONTRACTOR, but subject to the time limits specified in the tender.

**1.24**Any part of the works shall not be sub-let to a third party without the prior written approval of the ICAI/ Architect/ PMC. Sub-letting of works, if any, will mainly be restricted to specific items like Waterproofing, Anti-termite treatment etc. as mutually decided between the ICAI/ Architect and the Contractor.

**1.25**As soon as the work is awarded, the CONTRACTOR shall submit a list of subcontractors and details of their work profile for specialist works such as Anti-Termite Works, Water proofing works, Stone Flooring works, Painting works, POP works, Wood works, Plumbing works, Metal works etc. to whom works are proposed to be sublet along with their letter of consent for the approval of the Institute. Only ICAI's approved agencies will be permitted to undertake the work.

**1.26**The Tenderer, if firm or LLP or company, shall in its forwarding letter mention the names of all the partners of the firm/LLP or the Directors of the company (as the case may be) and the name of the partner/Director who holds the power of attorney authorizing him to conduct transaction on behalf of the firm or company.

**1.27**In the event of tender opening day happens to be a holiday then the bids shall be opened on next working day at the same time and venue.

**1.28**No interest shall be payable on EMD, Security Deposits, Performance Security, retention money or on any delayed payments of any bill etc., at any stage.

**1.29**The cost/expenses incurred in preparing & submission of this Tender shall be exclusively borne by the Tenderers only.

**1.30**The Tenderers are advised to note that this is a "Prestigious Project" of the ICAI and has to be executed in accordance with the details given in the Tender Documents.

**1.31**The details, information, drawings, specification of material etc. being provided with the tender documents are the absolute and exclusive property of the ICAI. The Tenderers are not authorized or permitted to copy or otherwise reproduce the document in any way or convey to any third party, any information contained in the tender documents or drawings. The Tenderer has to maintain strict confidentiality.

**1.32**No material shall be provided by ICAI and all the items in BOQs are inclusive of 'Providing and fixing/ laying the items specified in the BOQ' even if it is not specified so in any description.

**1.33**Architect/ICAI has the right to inspect or take assessment report which would be binding to the tenderer. This assessment is necessary for qualifying for the technical bid.

**1.34**Architect/ICAI reserves its right to inspect the sites any time as per its discretion and the CONTRACTOR shall not object to such inspection.

## **2. ELIGIBILITY CRITERIA:**

### **2.1 Contractors who fulfil the following conditions shall be eligible to apply.**

**Bid from Joint Ventures (JV) entities are not accepted.**

**The proposed Value of the Project work is 60 Lakhs**

**Experience of having successfully completed works during the last 5 years ending 31st March 2025.**

- i) The Bidder should have executed one similar work having value of at least equal to proposed Value, OR Two Similar works having value of at least 80% to proposed value, OR Three Similar works having value of at least 60% to proposed value completed during last 05 years.
- ii) At least one Completed work of similar nature costing not less than the amount equal to 25 % of the estimated cost put to tender with any Central Government Department, State Government Department, Autonomous Body, Central Public Sector undertaking, State Public Sector undertaking, Govt. Bank, Govt. Insurance Company, Govt. Educational Institution, Govt. College, Govt. University etc.
- iii) **Similar works means "Execution of RENOVATION/CIVIL, INTERIOR & FURNISHING WORKS".**
- iv) Turnover: Average annual financial turnover per year on construction/Renovation works should be at least 30 Lakhs. during the immediate last 3 consecutive financial years.
- v) Profit/loss: The Tenderer should not have incurred any loss for more than two years during the immediate last five consecutive financial years. The same has to be duly certified by a Chartered Accountant.
- vi) Solvency Certificate: Solvency certificate from bankers for an amount which is more than or equal to 40% of the estimated cost of the work.
- vii) The bidding capacity of the CONTRACTOR should be more than or equal to the estimated cost of the work put to tender. The bidding capacity shall be worked out by the following formula:

Bidding Capacity = [A x N x 2]-B

Where,

A = Maximum value of construction works executed in any one year during the last five years taking into account the completed as well as works in progress.

N = Number of years prescribed for completion of work for which bids has been invited.

B = Value of existing commitments and ongoing works to be completed during the period of completion of work for which bids have been invited.

- iii) In addition to the above, the following information/documents should also be submitted along with the bid by the Tenderers for evaluation/determination of their eligibility:

1. Copy of Income Tax Returns for three previous years up to 31-03-2025 in original or certified true copies,
2. Copy of Permanent Account Number (PAN) for income tax purpose.
3. Copy of TDS certificate issued by the clients to substantiate the claim for the value of works executed in the private sector.(if any)
4. Preferably Certificate as a registered Contractor with the, MES/CPWD/any other central/state government agency, if any.
5. Documentary evidence of having independent PF Code number from Regional Provident Fund Commissioner.
6. GST Registration certificate.
7. Certificate of incorporation of the firm (Company Act/ Partnership etc.)
8. Power of attorney in favor of partner submitting the tender, in case of partnership firm
9. Resolution of Board of Directors of the Company, signed by MD/ Director/ Key Managerial Person/ Officer of the company).
10. The Applicant shall have registered office or one of its offices or agree to set-up on of its offices or situated within range of 100 km from site with adequate number of supporting staff.
11. Even though the Tenderer meets the specified criteria, he may be disqualified if he has:

- a. Made untrue or false declaration in the forms, statements and attachments submitted in proof of its eligibility
- b. Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, poor workmanship or financial failure, etc.
- c. If the Tenderer is overbooked beyond his capacity to execute the work as per required schedules.

### **3. EARNEST MONEY:**

- a. Interest free, refundable Earnest money Deposit of Rs.1,20,000/- shall be given along with the tender in the form of Demand Draft/ Pay Order drawn in favour of "Secretary, The Institute of Chartered Accountants of India, New Delhi", to be included in Envelope No. 1 (Technical Bid) only. EMD can also be submitted in the form of Bank Guarantee (**Validity 6 Months**) drawn on any Nationalized/Scheduled Commercial Bank. EMD through FDR is not permitted.
- b. The cost of Tender form and payment of Earnest Money Deposit is exempted for the Applicants with Udyam registration (MSE) / National Small Industries Corporation Ltd (NSIC) registration, with specific exemptions permitted by NSIC. Necessary proof shall be submitted along with the tender in the Technical bid. The EMD should not be of any date prior to the date of publication of notice inviting tender.
- c. If not exempted otherwise under this Tender, the EMD is required to be submitted by all the bidders. Any bid not accompanied by an Earnest Money (Bid Security) or valid exemption certificate, as the applicable, shall be rejected by ICAI as non – responsive.

### **4. TENDERING PROCEDURE: -**

#### **4.1 ISSUE OF TENDER FORMS:**

The Blank tender forms can be purchased from the ICAI office, the address of which is as follows:

at Bhubaneshwar Branch of EIRC of ICAI, ICAI Bhawan, Plot No-A/122/1, Nayapalli, Bhubaneswar.

The same may also be downloaded from the ICAI website: [www.icai.org](http://www.icai.org) & [www.eirc-icai.org](http://www.eirc-icai.org) & [www.bhubaneswar-icai.org](http://www.bhubaneswar-icai.org).

#### **PRE-BID MEETING:**

**N/A**

#### **4.2 MANNER OF SUBMISSION OF TENDER AND ITS ATTACHMENTS:**

The Bid should be Addressed to: Secretary ICAI and should be submitted at the address given below either by registered post/speed post /or be dropped in the tender box, placed at **Bhubaneshwar Branch of EIRC of ICAI, ICAI Bhawan**, Plot No-A/122/1, Nayapalli, Bhubaneswar.

**The Tenderer shall sign and put its seal on each page on 'Technical Bid' and 'Price Bid' while submitting the bids.**

#### **4.2.1 ENVELOPE NO.1 (TECHNICAL BID):**

The first envelope clearly marked as 'Envelope No -1(Technical Bid)' shall contain the following documents duly indexed with page numbers:

1. Earnest Money Deposit (Bid security)
2. Tender fee, if the tender is downloaded from the website
3. Certificate of incorporation of the Company/firm (Company Act/ Partnership etc.)
4. Income Tax Return with Financial Statements of **Last 3 years till FY 2024-25**.
5. PAN and Registration certificate of GST
6. Certificate as a registered Contractor with the MES/CPWD/any other central/state government agency, if any.
7. Resolution of Board of Directors of the Company, if bid is signed by MD/ Director/ Key Managerial Person/ Officer of the company).
8. Power of attorney as applicable
9. Form A Financial Information with supporting document
10. Form B Form of Bankers Certificate from a Scheduled Bank.

11. Form C Details of all works of similar Class completed during the last five years ending last day of the month
12. Form D Project under execution or awarded
13. Form E Performance Report of work referred to in Forms C and D
14. Form F Structure & Organization
15. Form G Details of Technical & Administrative Personnel to be Employed for the work.
16. Form H Details of construction plant and equipment likely to be used in carrying out the work.
17. Form I Details of Statement of Arbitration & Disputes
18. Certificate of Profit or loss for the last five years duly issued by a Chartered Accountant in practice.
19. Tender Form along with Appendix duly signed and sealed, on the letter head of Tenderer.
20. Original bidding document including drawings, corrigendum/ addendum and all other documents duly signed & stamp; sealed
21. Other relevant documents

#### **4.3 ENVELOPE NO.2 (PRICE BID):**

The second envelope must be clearly marked as 'Envelope No. 2 (Financial Bid).

The Tenderer shall quote for the work as per details given in the main tender and also based on the addendum or corrigendum. This tender shall be unconditional.

#### **4.4 SUBMISSION OF TENDERS:**

The sealed Envelope No .1 (Technical Bid) and Envelope No. 2 (Price Bid) should be sealed by the Bidder in separate covers duly superscribed as "Technical Bid" and "Price Bid" respectively and shall be again put together in one common cover and sealed. This sealed cover shall be marked on left hand top corner as "**BID FOR Comprehensive renovation/civil,Interior & Furnishing for civil and allied works of Bhubaneshwar Branch of ICAI**"

1. The full name and address of the Tenderer/ name of the authorized person delivering the sealed cover containing the tender 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 Acknowledgement Due or Speed Post or may be dropped in the relevant Tender Box designated for this purpose. The date and time of receipt of an envelope containing tender shall strictly apply in all cases. The Tenderers should ensure that their tender is received by ICAI before the expiry of last date and time for submission of bids/ tenders.
2. No delays on account of any cause will be entertained for the late receipt of tender. Tenders received later than the specified deadline for submission of the bids as prescribed in relevant clauses shall not be considered and shall be returned to the Tenderer unopened. The bids shall not be accepted through Fax or Email or by courier.

#### **4.5 OPENING OF TENDERS:**

The issue of tender document shall not automatically mean that the Tenderers are considered qualified. The tender committee shall evaluate the qualifying requirements of each Tenderer as per Invitation to Bid. Bids not meeting the qualified requirement shall be treated as non-responsive and Price Bid of unqualified bidder will be returned to the concerned Tenderer without opening. The bids shall be opened on the specified dated, the following procedure will be adopted for opening of the tender.

##### **4.5.1 ENVELOPE NO.1 (TECHNICAL BID):**

- 1 First of all, Envelope No. 1 i.e., Technical Bid shall be opened in the presence of Tenderer/its representative who would like to attend whether virtually or physically at the time and venue of opening to verify its contents as per tender requirements.

During evaluation, ICAI may request Bidder for any clarification on the bid or may call for any additional documents. Bidder shall submit all additional documents in one original and one copy thereof. However, seeking clarification shall be on sole discretion of ICAI. Techno-commercial discussions with Bidder shall be arranged, if needed. Bidder shall depute his authorized representative(s) for attending the discussion. The representative(s) attending the discussions shall produce authorization from his organization to attend the discussions and sign the minutes of meeting on behalf of his organization. The authorized representatives must be competent and empowered to settle all technical and commercial issues.

If the documents contained in this envelope do not meet the requirements of the ICAI, a note will be recorded accordingly by the tender opening authority and the said Tenderer's Envelope No. 2 (Price Bid) will not be considered for further action.

- 2 The date of opening of Envelope No.2 (Price Bid) shall be decided and communicated well in advance to all the

Tenderers whose credentials meet qualifying requirement as per Invitation to Bid and are acceptable to ICAI.

#### **4.5.2 ENVELOPE NO. 2 (PRICE BID):**

- i. Price bids of only those Tenderers, whose technical capability is found acceptable / satisfactory and suitable for this work based on the details submitted in Envelope No. 1, will be opened.
- ii. To assist in the examination, evaluation and comparison of bids, ICAI may ask the Tenderers individually for clarifications on their bids including breakdown of unit rates. The request for the clarification and response shall be in writing or by fax or by email, but no change in the price or substance of the bid shall be sought, offered or permitted except as required to confirm the correction of arithmetic errors discovered by ICAI during evaluation of bids.
- iii. The bids determined to be substantially responsive will be checked by ICAI for any arithmetic errors in computation. Errors will be corrected as follows:
  - a) Where there is discrepancy between the unit rates and amounts in figures and in words, the rate and amount in words shall prevail and;
  - b) Where there is discrepancy between the unit rate and total amount derived from multiplication of the unit rate and the quantity, the unit rate as quoted shall govern.
- iv. The successful Tenderer will be required to produce to the satisfaction of the specified concerned authority, a valid and concurrent license issued in his favor under provision of the Contract Labour (Regulation and Abolition) Act, 1970 and the Contract Labour (Regulation and Abolition) Central Rules 1971, before starting the work. On failure to do so, the acceptance of the tender is liable to be withdrawn and forfeiture of earnest money.
- v. The Tenderer whose tender is accepted will have to give an undertaking to the effect that he/they will pay the labours engaged on the work, the wages as per Minimum Wages Act, 1948 and any subsequent modification thereof, applied to the zone in which the work lies and act accordingly.
- vi. The Contractor shall comply with the provision of the payment of Wages Act, 1936, Minimum Wages Act 1948, Employers Liability Act 1938, Employees' Compensation Act, 1923, the Contract Labour (Regulation and Abolition) Act, 1970, and any latest modification thereof or any other applicable law relating thereto, and rules made thereunder from time to time.
- vii. The successful Tenderer will have to sign the Agreement on non-judicial stamp paper of requisite value within 10 days of such communication from ICAI. The Tenderer will have to sign the original copy of tender papers and the drawings according to which the work is to be carried out. The Contractor shall also have to give a declaration to the effect that he has fully studied the plans, specifications, local conditions and availability of labor and materials and that he has quoted his rates with the consideration to all these factors and that he will not make any subsequent claims on these accounts.

#### **5. PERFORMANCE SECURITY DEPOSIT**

1. 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 of value equivalent to 5 % of the contract amount, (to be submitted before signing agreement) drawn in favour of Secretary, ICAI, payable at Delhi in the form of a bank guarantee issued by a nationalized/ scheduled commercial bank in the format provided by ICAI, and complete the Contract documents, failing to do so, his earnest money will be forfeited to ICAI. The bank guarantee shall be valid for the entire period of the contract including defect liability period plus ninety days thereafter. The validity of the bank guarantee should be suitably extended in the event of extension of time of the contract.
2. All compensations or other sums payable by the Contractor under the terms of this Contract or any other Contract or any account may be deducted from his Performance Security, Retention Money or from any sums which may be due to him or may become due to him by ICAI on any account and in the event of the security being reduced by reason of any such above noted deductions, the Contractor shall within 10 days of receipt of notice of demand from the Architect/ICAI make good the deficit.
3. No interest shall be paid on the Security Deposit.
4. 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 Security Deposit.
5. This Performance Security shall be refunded after the expiry of its claim period in accordance with the provisions in the Contract.
6. Running Account bills will be paid after verification by the Architect, in 21(twenty one) days from the date of submission of bill.

## 6. RETENTION MONEY:

10% of Contract Value, to be deducted @10 % from each RA bill. 50% of the Retention Money shall be released along with final bill and remaining 50% shall be released after completion of 'Defect Liability Period'. No interest shall be payable by ICAI on this amount.

## 7. EVALUATION CRITERIA:

The Tender Documents submitted by the Tenderers will be evaluated in the following manner:

The initial criteria prescribed in clause 2 i) to vi) will first be scrutinized and the Tenderer's eligibility for the work to be determined. The Tenderers qualifying the initial criteria will be further evaluated for following criteria by scoring method on the basis of details furnished by them.

a) Financial strength (Form 'A' & 'B')	Maximum 20 marks
b) Experience in similar nature of work during last five years (Form 'C')	Maximum 20 marks
c) Performance Report of works (Form 'D') – Time overrun	Maximum 20 marks
d) Performance on works (Form 'E') – Quality	Maximum 15 marks
e) Personnel and Establishment (Form "F"&"G")	Maximum 10 marks
f) Plant & Equipment (Form "H")	Maximum 15 marks

**Total** 100 marks

To be eligible for short listing, the Tenderer must secure at least fifty percent marks in each and seventy percent marks in aggregate.

### 7.1. CRITERIA FOR EVALUATION OF THE PERFORMANCE OF CONTRACTORS

	<b>Attributes</b>	<b>Evaluation</b>			
(a)	Financial strength (20marks) (i)Average annual turnover (ii)Solvency Certificate	(i) 60% marks for minimum eligibility criteria (ii) 100% marks for twice the minimum eligibility criteria or more In between (i) & (ii) on pro-rata basis			
(b)	Experience in similar Class of works (20marks)	(i) 60% marks for minimum eligibility criteria (ii) 100% marks for twice the minimum eligibility criteria or more In between (i) & (ii) on pro-rata basis			
(c)	Performance on works (20marks) (time over run)				
Parameter	Calculation For points	<b>Score</b>		<b>Maximum Marks</b>	
	If TOR=	1.00	2.00	3.00 >3.50	20
	(i) Without levy of compensation	20	15	10 10	
	(ii) With levy of compensation	20	5	0 -5	
	(iii) Levy of compensation not decided	20	10	0 0	
TOR=AT/ST, where AT=Actual Time; ST=Stipulated Time.					
Note: Marks for value in between the stages indicated above is to be determined by straight line variation basis.					
(d)	Performance of works(Quality)	(15marks)			
	(i)Very Good	15			
	(ii)Good	10			
	(iii)Fair	05			
	(iv)Poor	00			
(e)	Personnel and Establishment	(10marks)			

	((i) Graduate Engineer	3 marks for each
	((ii)Diploma holder Engineer	2 marks for each up to Max.4marks
	((iii)Supervisory/Foreman	1 mark for each up to Max.3marks
(f)	Plant & Equipment	(Max.15marks)
	(i) Hopper Mixer	1
	(ii)Truck/Tippers/Transit mixer	1
	(iii)Steel shuttering	2
	(iv)Building Hoist	1
	(v)Excavator	1
	(vi)Concrete Batching Plant	2
	(vii)Tandom Roller	1
	(viii)Vibration Compactor	1
	(ix)Water pumps	1
	(x)Weigh Batching m/c	2
	(xi)DG Set	1
	(xii)Diesel Vibrators	1

**CHECK LIST TO BE SUBMITTED BY TENDERER ALONG WITH THEIR BID**

<b>Sr. No.</b>	<b>Item</b>	<b>Submitted Yes/ No</b>
	Earnest Money Deposit submitted (Bid security)	
	Tender fee submitted, if the tender is downloaded from the website	
	Certificate of incorporation of the firm (Company Act/ Partnership etc.)	
	Registration certificate of GST	
	PF Registration Certificate	
	Registration certificate of ESI	
	PAN Card	
	Registration certificate of WCT	
	Registration certificate of Service Tax	
	Profit & Loss statement, Balance sheet for last three financial years including audit report.	
	Income tax returns for the last five years	
	Power of attorney as applicable	
	Resolution of Board of Directors of the Company, if bid is signed by MD/ Director/ Key Managerial Person/ Officer of the company).	
	Certificate of completion of works from clients for works completed in similar work.	
	Copy of work order for similar work.	
	Tender Form along with Appendix duly signed and sealed, on the letterhead of tenderer.	
	Solvency certificate for the current year	
	Certificate as a registered Contractor with the MES/CPWD/any other central/state government agency, if any.	
	Original bidding document including drawings and all other documents duly signed& sealed	
	Evaluation Formats 'A' to 'I' duly filled, signed and sealed.	

**SECTION – III**  
**SCOPE OF WORK**

### **SECTION – III**

### **SCOPE OF WORK**

1. The CONTRACTOR shall carry out and complete the said work in every respect in accordance with this contract as per CPWD Specifications / applicable IS codes and with the directions and to the satisfaction of the CLIENT/ OWNER and Architect.
2. The contract shall include all labour, materials, tools plant equipment and transport which may be required for, the full and entire execution and completion of 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 work in accordance with good Engineering practice and recognized principles.
3. The CONTRACTOR shall provide everything necessary for the proper execution of the works according to the intent and meaning of the specifications and drawings 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 in the specifications and drawings or between the drawings, he shall immediately and in writing refer the same to the Architect and CLIENT/ OWNER who shall decide which is to be followed, subject to provisions in the contract.
4. The CONTRACTOR shall be deemed to have satisfied himself as to the nature of the site, local facilities of access and all matters affecting the entire execution and completion of the works. No extra charges consequent on misunderstanding or otherwise will be allowed.

**SECTION – IV**  
**GENERAL CONDITIONS OF CONTRACT**

**SECTION IV**  
**GENERAL CONDITIONS OF CONTRACT**

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## **1. INTERPRETATIONS**

In construing these conditions and Interpretations, Specifications, Schedule of Quantities and Contract Agreement, the following words shall have the meanings herein assigned to them except where the subject or context otherwise requires:

a) EMPLOYER or ICAI	Shall mean "The Institute of Chartered Accountants of India, New Delhi" (ICAI) and shall include their representative/s assignees or successor/s.
b) TENDERER/ BIDDER	'Tenderer' or 'Bidder' shall mean the firm/ company/ LLP/ individual who is eligible to submit the bid against the Invitation to Bid.
c) CONTRACTOR	Means the individual or firm/LLP or Company, undertaking the works and shall include legal representatives of such individual or firm or company, or the successors of such individual or firm or company and the permitted assignor of such individual or firm or Company.
d) SUB-CONTRACTOR	Sub-contractor shall mean the person, firm, company etc. named by the contractor whom a part of contract has been sub-let with the consent of employer and shall include his heirs/ successors/ legal representatives/ assignees.
e) SITE	Shall mean the site of the contract works including any building and erections thereon and any other land (inclusive) as aforesaid allotted by the EMPLOYER for the Contractor's use.
f) PROJECT MANAGEMENT CONSULTANT (PMC)/ ENGINEER IN CHARGE	Shall mean ARCHITECT/ officer of the EMPLOYER or his representative.
g) THIS CONTRACT	Shall mean the tender, its acceptance, Agreement, the Appendices, the Schedule of Quantities, Specifications, addendum, corrigendum and the drawings pertaining to the work.
h) NOTICE IN WRITING	Notice in Writing or written notice shall mean a notice in writing, typed or printed (unless delivered personally or otherwise proved to have been received) by registered post to the last known private or business address or registered office of the addressee and shall be deemed to have been received in the ordinary course of post.
i) CONTRACT PRICE/ RATE	Contract price/ rate shall mean the prices/rates including any negotiated rate/ price, of the accepted bid.
j) ACT OF INSOLVENCY	Shall mean any Act of insolvency as defined by the Insolvency and Bankruptcy Code or any other law for the time being in force.
k) IS	Shall mean Indian Standard as issued by the Indian Standard Institution. Wherever reference is made to "IS" it shall mean the relevant "IS" code on the subject with the latest edition as amended till the date of submission of tender.
l) PROPERTY, EMPLOYER OWNERSHIP & POSSESSION"	The assets being created under this contract as stipulated in the schedule will be the 'Property' belonging to the EMPLOYER. The ownership of the site and property shall always remain vested with the EMPLOYER throughout the performance of this contract from the beginning up to its completion or determination or termination or cancellation and beyond.
m) MONTH	Month shall mean from the beginning of the given date of a Gregorian calendar month to the end of the preceding date of the next Gregorian calendar month.
n) WEEK	Week shall mean seven consecutive days including holidays in between.
o) AWARD	Award shall mean the written acceptance of the bid by the Employer
p) DAY	Day means a day of twenty-four hours from midnight to midnight irrespective of No. of hours worked in that day.
q) WORKING DAY	Working Day means any day other than that prescribed by the Central Government by notification in the Gazette of India as being a holiday and consists of the number of hours for labour as commonly recognized by good EMPLOYER in the trade and in the district where the work is carried out.
r) CONSTRUCTION PLANT	Constructional Plant shall mean all appliances or things of whatsoever nature required in or about the execution and maintenance of the Works but does not include the materials or other things required /intended to form or forming part of the Works.

s) PERFORMANCE SECURITY	Performance Security shall mean the security submitted by the Contractor either in the form of irrevocable Bank Guarantee for faithful and satisfactory performance of the contract.
t) WORK OR WORKS	Work or Works mean the works by virtue of the contract contracted to be executed, whether temporary or permanent, and whether original, altered, substituted or additional.
u) DEFECT LIABILITY PERIOD	The defect liability period shall be minimum one year from the date of satisfactory completion and handing over the job by the contractor or two months after the last rectification or replacement of work, whichever is later. During the defect liability period, if any damage occurs, same shall be rectified/replaced by the contractor free of cost. If the contractor does not attend for rectification/replacement within specified time periods, the same shall be executed by the Institute at the risk and cost of the contractor and the amount of expenditure including the overhead of the Institute will be recovered from the security deposits retained by the Institute or by invocation of the Bank Guarantee.

## **1.1 CONDITIONS PRECEDENT**

Subject to express terms to the contrary, the rights of the successful bidder and obligations of ICAI under this Tender shall take effect only upon fulfilment of all the Conditions Precedent set out below. However, ICAI may at any time at its sole discretion waive fully or partially any of the Conditions Precedent for the Contractor.

- (i) The Successful Bidder shall be required to accept the LoI/ Work order within 10 days of its issuance.
- (ii) The Successful Bidder shall be required to furnish Performance Security of requisite value as stipulated in this Tender Document to the ICAI within 10 days from the date of award of contract.
- (iii) The Successful Bidder shall be required to execute the Agreement within 90 days of issuance of LoI/ Work Order.

The Employer, either on itself or on the request of the Contractor, may extend the time for fulfilling the Conditions Precedent.

In the event of the Successful Bidder failing to fulfill the Conditions Precedent, ICAI shall not be liable in any manner whatsoever to the Successful Bidder and ICAI shall forthwith forfeit the EMD amount, Performance Security/Bank Guarantee and any amount due and payable to the successful bidder by the ICAI as the case may be.

## **1.2 REPRESENTATIONS AND WARRANTIES**

The Bidder/ Tenderer represents and warrants to the ICAI that:

- (i) 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 Tender Document/ ensuing Agreement and to carry out the transactions contemplated hereby.
- (ii) It has taken all necessary corporate and other actions under laws applicable to its business to authorize the execution and delivery of this Tender and to validly exercise its rights and perform its obligations under this Tender and under ensuing agreement.
- (iii) The Architect shall have the financial standing and capacity to undertake the proposed Project in accordance with the terms of this Tender.
- (iv) In providing the Services, it shall not cause any disruption to ICAI's normal operations.
- (v) This Tender has been duly executed, filled and submitted by it and constitutes a legal, valid and binding obligation, enforceable against it in accordance with the terms hereof, and its obligations under this Tender shall be legally valid, binding and enforceable against it in accordance with the terms hereof.
- (vi) The information furnished in the Tender documents and as updated is true and accurate in all respects and nothing is suppressed or mis-represented.
- (vii) The execution, delivery and performance of Agreement arising out of this Tender shall not conflict with, result in the breach of, constitute a default by any of the terms of its Memorandum or Articles of Associations or under 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.
- (viii) There are no material actions, suits, 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 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 any of its material obligations under this Tender or ensuing Agreement.
- (ix) It has committed no 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 Tender or ensuing Agreement.

- (x) It has complied with Applicable Laws in all material respects and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have an Adverse Effect on its ability to perform its obligations under this Tender or ensuing Agreement.
- (xi) It and its personnel have the necessary experience, skill, knowledge and competence to perform the services, under the Tender document.
- (xii) No sums, in cash or kind, have been paid or shall be paid, by it or on its behalf, to any person by way of fees, commission or otherwise by entering into this Tender or for influencing or attempting to influence any officer or employee of ICAI in connection therewith.
- (xiii) No representation or warranty by it contained herein or in any other document furnished by it 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.

### **1.3 APPLICATION**

These general conditions shall apply to the extent that provisions in other parts of the tender do not supersede them and in case of any conflict the relevant clauses shall be interpreted harmoniously to make, as far as possible, both the clauses effective and binding. For interpretation of any clause in the Tender, the interpretation/ clarification of the ICAI shall be final and binding on the Bidder/Agencies.

### **1.4 TENDER CLARIFICATIONS**

During pre-qualification and technical evaluation of the Proposals, ICAI may, at its sole discretion, ask Bidders for clarifications on their proposal. The Bidders shall respond within the time frame prescribed by ICAI. Any word used in singular shall have the connotation of plural as well. Needless to mention, any document which is otherwise required to be submitted by the bidder along with bid to make it eligible to qualify for evaluation of its bid shall neither be asked by the ICAI nor will be accepted by ICAI under this clause or otherwise.

### **1.5 AMENDMENTS IN TENDER TERMS**

At any time prior to the last date for submission of bids, ICAI may for any reason, modify the Tender terms. The Bidders having received the Tender forms shall be notified of the amendments by posting the same at ICAI's websites [www.icai.org](http://www.icai.org) , [www.eirc-icai.org](http://www.eirc-icai.org) & [www.bhubaneswar icai.org](http://www.bhubaneswar icai.org). and such amendments shall be binding on them.

ICAI may issue amendment in the form of addendum or corrigendum during the Bidding period and subsequent to receiving the bids. Any addendum or corrigendum thus issued shall become part of the Tender document and Bidder shall submit 'original' addendum duly signed and stamped in token of his acceptance. For addendum or corrigendum issued during the Bidding period, Bidder shall consider the impact in his Bid. For addendum or corrigendum issued subsequent to receiving the Bids, Bidder shall follow the instructions issued along with addendum with regard to submission of impact on quoted price/ revised price, if any.

It shall be the sole responsibility of the bidder(s) or intending bidder(s) to check the website of ICAI, from time to time, for any amendments to the Tender document. ICAI shall not be responsible for any failure by the bidder in this regard.

### **1.6 DISQUALIFICATIONS**

ICAI may at its sole discretion and at any time during the evaluation of Proposal, disqualify any bidder, if the bidder has: Submitted the Proposal documents after the response deadline; Made misleading or false representations or suppression of facts in the forms, statements and attachments submitted in proof of the eligibility requirements or in response to any other information requested by ICAI; Exhibited a record of poor performance such as abandoning works, not properly completing the contractual obligations, inordinate delay in completion of contractual obligations or financial failures, etc. in any work in the preceding three years; submitted a proposal that is not accompanied by required documentation or is non-responsive; Failed to provide clarifications related thereto, when sought; Submitted more than one Proposal; Declared ineligible by the Government of India or any other body for corrupt and fraudulent practices or blacklisted or modified or altered any or all of the terms and conditions of the Tender or submitted a proposal with price adjustment/ variation.

### **1.7 DEADLINE FOR SUBMISSION OF PROPOSALS**

Proposals from Bidders, complete in all respects must be received by ICAI through the prescribed mode at the address and by the date and time specified in the Tender.

## **1.8 SUFFICIENCY OF TENDER**

- (i) Bidder must get acquainted with the proposed work and requirements, conditions of contract, services and other tender documents carefully before tendering. No request of any change in rates or conditions for want of information on any particular point shall be entertained after receipt of the tenders. In case of any discrepancies or uncertainty concerning anything contained in the tender documents, the bidder shall obtain the ICAI's clarification and quote his rates accordingly. No claim for additional payment shall be entertained, if the bidder fails to comply with this requirement.
- (ii) No extra charges consequent upon any misunderstanding or otherwise shall be allowed.
- (iii) The bidder must, prior to submitting his tender, make local and independent enquiries and obtain complete information as to the matters and things referred to or implied in the tender documents or having any connection therewith, and must consider the nature and extent of all the probable and possible situations or interferences to, and must examine and consider all other matters, conditions and things and probable and possible contingencies, and generally all matters incidental thereto and ancillary thereof affecting the execution of the contract and which might influence it in making its tender.
- (iv) The bidder shall be deemed to have full knowledge of the scope of work and requirements mentioned therein including office of ICAI whether or not he actually inspects them. The bidder shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and costs quoted in the Quotation, which rates and costs shall, except as otherwise provided, cover all his obligations under the Contract
- (v) Obtaining necessary NOCs/ approval/ sanctions from concerned statutory authorities shall be the duty of the successful bidder. No extra payment shall be made in these regards by ICAI.
- (vi) The tender shall be filled in, signed with all particulars, completed and submitted by one duly authorized to do so and he has to satisfy the ICAI that he is competent and authorized to enter into a legally binding and valid contract.
- (vii) The bidder is requested to study the tender document in detail and familiarize himself with all its conditions, before quoting the rates and any request for revision of rates or terms and conditions shall not be entertained in this regard.
- (viii) Tender documents shall be filled in neat & legible writing, sealed & signed on each page. Over-writing must be avoided. In case of overwriting, the same shall be authenticated by the bidder at each place.
- (ix) No queries shall be entertained by the ICAI or officials appointed by ICAI regarding the process of selection, and the ICAI's decision in this regard shall be final and binding.
- (x) The ICAI reserves the right to modify/ alter any of the conditions of the tender document by providing an Addendum/ Corrigendum.
- (xi) The right of acceptance of a tender shall vest with the ICAI, which does not bind itself to accept the lowest tender, and reserves with it the authority to reject any or all the tenders received, without assigning any reason. All tenders, in which any of the prescribed conditions is not fulfilled or are incomplete in any respect, are liable to be rejected.

## **1.9 LAWS GOVERNING THE CONTRACT**

- i) This contract shall be governed by the Indian Laws for the time being in force. The contract is confidential and must be strictly confined to the purposes of the contract. The original and duplicate copies of the contract shall be signed by the EMPLOYER and the Contractor or their accredited representative. The original shall be kept in the safe custody of the EMPLOYER and the duplicate copy shall be handed over to the Contractor. One certified true copy of the Contract shall remain in the custody of the Architect.
- ii) The Contractor, on signing of the contract, shall be furnished a copy thereof by the ICAI, free of cost, with one certified true copy of the Contract and two copies of all drawings issued during the progress of the work. Any further copies of such drawings required by the CONTRACTOR shall be paid for by him. The CONTRACTOR shall

keep one certified copy of the contract and all drawings on the work site and the EMPLOYER/Architect, or his representative shall at all reasonable times have access to the same.

## **1.10 DISCREPANCIES AND ADJUSTMENT OF ERRORS**

- i) The several documents forming the contract are to be taken as mutually explanatory of one another. In case of discrepancy ICAI shall be sole deciding authority with regard to intention and interpretation of the document and its decision in this respect shall be final and binding.
- ii) Any error in description, quantity or rate in Bill of Quantities or any omission there from shall not vitiate the contract or release the CONTRACTOR from the execution of the whole or any part of the works comprised therein according to the drawings and specifications or from any of his obligations under the contract. Any error in quantity rate or amount in Bill of Quantity and/ or Price Bid shall be adjusted in accordance with the following rules: -
  - a) In the event of a discrepancy between description in words and figures quoted by a Tenderer the description in words shall prevail.
  - b) In the event of an error occurring in the amount column of Bill of Quantity/ Price Bid as a result of wrong extension of unit rate and quantity, the unit rate quoted by Tenderers shall be regarded as firm and the extension shall be amended on the basis of the rate.
  - c) All errors in totaling in the amount column and in carrying forward totals shall be corrected.
  - d) All rates shall be quoted on the tender form provided in the Bill of Quantities/ Price Bid. In case CONTRACTOR misses to quote rate for any item, the rate for that particular item shall be treated as 'Zero' and CONTRACTOR would be bound to execute that item without any payment limited to quantity mentioned in the BOQ/ Price Bid at the time of tendering.
- iii) The prices quoted for the items/services shall under no condition change during the period of Contract. The Tenderer shall fill in the rates and amount both in figures as well as in words. The amount for each item should be worked out and totalled.
  - a) The rates, amounts and all other entries in the Tender documents shall be written by hand in ink only.
  - b) All corrections should be attested by the Tenderer with his dated initials as many times as the corrections occur.
  - c) Any tender with unattested overwriting or corrections is liable to be rejected.
  - d) Arithmetical errors in filling the rate and amount will be corrected as follows:
    - While filling the rates, the rate in words will supersede the numerical rate.
    - Totaling of amount will be corrected clearly on the basis of arithmetical rules.
    - In case of error in totaling, rate given in words will prevail and tender value will be corrected accordingly.
    - If there is discrepancy between unit price and total price that is obtained by multiplying the unit price with the quantity, Unit price shall prevail, and total price shall be corrected.

## **1.11 LETTER OF INTENT/ WORK ORDER**

The Letter of Intent/ Work Order will be issued by the ICAI to the successful TENDERER. Handing over of site and Date of Commencement of the work shall be **10** days from the date of issue of Letter of Intent.

## **1.12 MS PROJECT SCHEDULE FOR EXECUTION OF WORK**

- (i) Contractor shall submit within one week of the acceptance of the tender a MS Project Chart to CLIENT/ OWNER along with a weekly work schedule, which shall indicate the planning for the execution of the entire work under the contract within the stipulated time given for completion. This shall be scrutinized by the CLIENT/ OWNER. The mutually agreed M S Project schedule shall be binding on the CONTRACTOR for progress of the work for by the due date.
- (ii) The Contractor shall during the entire tenure of site work, provide accurate fortnightly reviews of M S Project chart work targets & completed works for discussions with the CLIENT/ OWNER.
- (iii) Contractor shall maintain a register of daily deployment of labour, mason etc. on various activities and get it signed from Engineer-in-Charge on daily basis and shall produce before the CLIENT/ OWNER as and when asked for.

## **1.13 DATE OF COMMENCEMENT AND COMPLETION**

The Contractor shall be allowed admittance to the site on 'Date of Commencement' which will be 10 days from the issue of Letter of Intent/ Work Order by ICAI and shall there upon begin the works and shall regularly proceed so as to complete the same on or before the 'Date of Completion' subject, nevertheless, to the provision for extension of time contained hereinafter. Date of Completion is the date or dates for completion of the whole or any part of the works set out in or ascertained in accordance with the individual work order or the tender documents or any subsequent amendment thereto as provided in the conditions.

## **1.14 MOBILISATION ADVANCE**

ICAI, if requested by the contractor, will consider an interest free advance to the Contractor for the costs of mobilization in respect of the works in a lump sum amount equivalent to 10 % (in two stages of 5% each) of the Contract price. The Payment of the mobilization advance will be due under separate certification by the PMC/ Architect after:

- i) Execution of the Agreement by the parties thereto,
- ii) Provision by the Contractor of the Performance Security
- iii) Provision by the Contractor of a bank guarantee equivalent to 110% of advance amount, valid till the Completion Period of contract, issued by a Nationalized/scheduled commercial Bank. The acceptable form of Bank guarantee shall be strictly as per format given in the tender document. The bank guarantee shall remain effective until the advance has been completely repaid by the Contractor out of current earnings under the Contract and certified accordingly by the PMC/ Architect.

Unless otherwise agreed, the advance loan shall be repaid with proportionate percentage deductions from the interim payments certified by the PMC/ Architect under the Contract. Recovery shall be made for the mobilization advance paid in two installments starting from the first interim R A Bill.

## **1.15 EARNEST MONEY DEPOSIT (EMD)/ BID SECURITY**

- (i) If not exempted otherwise, interest free refundable Earnest Money Deposit (EMD) of **Rs.1,20,000. (Rupees One Lakh)** shall be submitted by all the bidders along with the tender in the form of Demand Draft drawn in favour of "**The Secretary, The Institute of Chartered Accountants of India, New Delhi**". The EMD should be included in Envelope No. 1 (Technical Bid) only. EMD can also be submitted in the form of Bank Guarantee (Validity 6 Months) drawn on any nationalized/scheduled commercial bank. No FDR is permitted.
- (ii) The cost of Tender form and payment of Earnest Money Deposit is exempted for the Applicants with Udyam registration (MSE) / National Small Industries Corporation Ltd (NSIC) registration, with specific exemptions permitted by NSIC. Necessary proof shall be submitted along with the tender in the Technical bid. The certificate of exemption should remain valid from the submission of bid till entire period of contract.
- (iii) The instrument for submission/ payment of Tender Fee and EMD should not be predicated to the date of invitation of Bid.
- (iv) EMD or valid proof for exemption from EMD, as applicable, must be submitted by all the bidders. Any bid not accompanied by an Earnest Money Deposit (Bid Security) or valid proof of exemption, as the case may be, shall be rejected by ICAI as non-responsive.
- (v) The amount of earnest money will be refunded to the unsuccessful tenderers without any interest within 30 days from the date of award of contract to the successful tenderer. In case of the successful Tenderer, EMD shall be refunded after furnishing the Performance Security Deposit in the form of Irrevocable Bank Guarantee issued by a Nationalized/ Scheduled Commercial Bank drawn in favour of the Secretary, the Institute of Chartered Accountants of India. If successful Tenderer does not furnish the Performance Security in the prescribed time limit or does not execute a valid Agreement within specified time, his earnest money deposit shall be forfeited by ICAI.
- (vi) No interest would be paid by ICAI on Earnest Money Deposit.
- (vii) In addition to other provisions, terms and conditions mentioned herein, the EMD shall be liable to be forfeited in any of the following conditions also:
  - a) The Bidder unilaterally modifies its application price or places any additional condition or request to change any of the terms and conditions of the Tender document or Letter of Intent/Work order any time after submission of Bid including after being declared as successful bidder.
  - b) The tenderer withdraws its/ his offer during the tender validity period or on non- acceptance of Letter of Intent/ work order by the successful Bidder.
  - c) The tenderer fails to furnish performance security within stipulated period from the issuance of award of the work/ Letter of Intent/ Work Order.
  - d) Successful bidder fail to commence the work within the stipulated time.
  - e) The successful bidder refuses/ fails to execute the Agreement within the stipulated time.
  - f) The Bidder founds to be indulged in Canvassing or indulged in Fraud, Corruption, Bid Rigging, Collusive

- Bidng, Misrepresentation, Mal Practices etc. in whatsoever manner in connection with the tender.
- g) The Bidder founds to be suppressing the information or furnishing wrong or incomplete information or providing information which is misleading, false etc. and/or submitting documents which are fabricated or forged.
- h) The bidder fails to honour or refuses to comply with or modifies any or all terms and conditions of the tender.
- i) The successful bidder fails to handover the **Insurance Policy** in original to ICAI within 10 days from the date of issuance of Letter of Intent or Work Order.
- j) Bidder does not respond to requests for clarification of their Bid or fails to co-operate in the Bid Evaluation Process.

## **1.16 PERFORMANCE SECURITY**

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 (5% of the contract amount, to be submitted before signing agreement) in favor of the Secretary, ICAI, payable at New Delhi in the form of a bank guarantee issued by a nationalized/scheduled commercial bank strictly in the format provided by ICAI, and complete the Contract documents, failing to do so, his earnest money will be forfeited. The bank guarantee should be valid for the entire period of the contract including guarantee/ warranty period, defective liability period of 12 months plus ninety days thereafter. The validity of the bank guarantee should be suitably extended by the Contractor in the event of extension of time of the contract.

All compensations or other sums payable by the Contractor under the terms of this Contract or any other Contract or any account may be deducted from his Performance Security, Retention Money or from any sums which may be due to him or may become due to him by ICAI on any account and in the event of the security being reduced by reason of any such above noted deductions, the Contractor shall within 10 days of receipt of notice of demand from the Architect/ICAI make good the deficit.

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.

If not invoked earlier, the Performance Security will be released after 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. No interest shall be payable on the Performance Security.

In addition to other provisions, terms and conditions mentioned herein, Performance Security including any other amount due and payable by the EMPLOYER to the CONTRACTOR, shall liable to be forfeited in any of the following conditions also:

- a) the successful Bidder modifies its application price or places any additional condition or request to change any of the terms and conditions of the Tender document or Letter of Intent/Work order any time after being declared as successful bidder
- b) the successful bidder withdraws its/his offer during the period of agreement.
- c) the successful bidder refuses/fails to execute the Agreement.
- d) the successful bidder fails to perform the work to the satisfaction of the ICAI.
- e) the successful Bidder founds to be indulged in Canvassing or indulge in Fraud, Corruption, Bid Rigging, Collusive Bidding, Misrepresentation, Mal Practices etc. in whatsoever manner or any of the corrupt practices in any form in connection with tender.
- f) the Successful Bidder is found to be suppressing the information or furnishing wrong or incomplete information or providing information which is misleading, false etc. and/or submitting documents which are fabricated or forged.
- g) The successful bidder fails to honour or refuses to comply with or modifies any or all terms and conditions of the tender or Agreement.
- h) The successful bidder assigns or sub-lets the work under the contract without the prior written permission from the ICAI.
- i) if the service of the Contractor is found unsatisfactory or the Contractor changes the rates of contract during the contract period.
- j) the successful bidder fails to or delays in performing the assigned task beyond given timeline or fails or delays in curing the defects or fails to meet the quality specifications or fails to rectify technical difficulties or fails to clear the site on or before the date of completion etc. within a specified time.
- k) On failure to pay the Liquidated Damages and/ or Penalty within the stipulated time.
- l) Any amount which ICAI becomes liable to pay to the Govt/ third party on behalf of any default of the contractor or any of his servant/agents.
- m) Any payment/fine made under an order judgment of any court/consumer forum or law enforcing agency or any person working on his behalf.
- n) If the successful bidder fails to submit the Insurance Policy including renewed Insurance Policy in original to the

ICAI within stipulated time.

- o) The successful bidder do not handover the Guarantee/ warrantee Certificate in original to ICAI.**
- p) If the successful bidder violates any of the applicable laws including rules, regulations, notifications, orders, directions, guidelines, Acts etc.
- q) Successful Bidder/ Contractor fails to keep all the information/ details /drawings /material specification confidential and fails to maintain secrecy.
- r) Successful bidder fails to suitably extend the validity period of the Performance Security in the form of Bank Guarantee in the event of extension of time of the contract.

### **1.17 APPORTIONMENT AND SUB-LETTING**

The whole of the works included in the contract shall be executed by the main CONTRACTOR and as per LIST OF SPECIALISED AGENCIES. They shall not directly or indirectly transfer, assign or further sublet the contract or any part thereof or interest therein without the written consent of the ICAI. But no such undertaking shall relieve the CONTRACTOR from the full and entire responsibility of the CONTRACTOR or from active superintendence of the works during their progress. In case, sub-contractors are appointed by the main contractor for the proposed work, he shall ensure their due payment and if he fails to make their payment, ICAI reserve the right to make such payment subject to debit the same amount from the payment of main contractor.

### **1.18 EMERGENCY WORK**

Emergency works means, any urgent measures which, in the opinion of the ICAI, become necessary during the progress of the works to obviate any risk of accident or failure or which become necessary for security, or rectification to essential services during the defect's liability period. If any Emergency works become necessary and the CONTRACTOR is unable or unwilling at once to carry them out, the Architect shall advise and assist the ICAI in getting these works carried out by any other agency at the Risk and cost of Contractor. All expenses incurred on these works shall be recoverable from the CONTRACTOR, and if necessary be set off against any sum payable to him under this contract.

If the EMPLOYER feels that the sub-contractors appointed by the CONTRACTOR is not competent enough to carry out the work of that package awarded to him, the ICAI reserves the right to entrust that particular work to another CONTRACTOR selected by the ICAI. However, the new subcontractor will work under the supervision of the main CONTRACTOR only. The payments for the work done by the sub-contractor selected by the ICAI will be made directly to the sub-contractor by the ICAI.

### **1.19 SPECIALIZED WORKS**

Specialized works are works for which there are specialized agencies available in the market to execute them. These works should be got executed through such agencies only to ensure a proper quality of work. In the case of some specialized jobs by specialized firms being executed in the project, a Guarantee Bond is required to be executed, viz. water proofing works and anti-termite treatment.

### **1.20 MANDATORY REQUIREMENT**

- i) The CONTRACTOR shall confirm to the provisions of 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 system the structure is proposed to be connected and shall, before making any variation from the drawings or specifications that may be necessitated by so conforming, give to the Architect and ICAI written notice, specifying the variation proposed to be made and the reason for making it, and apply for instructions thereon. In case the CONTRACTOR does not, within 2 weeks, receive such instructions, he shall proceed with the work in question, and any variations so necessitated shall be dealt with under clause 1.34.
- ii) The CONTRACTOR shall indemnify the ICAI or any agent, servant or employee of the ICAI against any action, claim or proceeding relating to the infringement of any copy or design rights or any alleged patent or design rights and shall defend all actions arising from such claims and pay any royalties, license fees, damages, cost of all and every sort of other charges which may be payable in respect of any articles or material or part thereof legally incurred in respect thereof and included in the contract. In the event of any claim being made or action being brought against the ICAI or any agent, servant or employee of the ICAI in respect of any such matters aforesaid, the CONTRACTOR shall be immediately notified thereof.
- iii) The CONTRACTOR shall indemnify the ICAI against all claims which may be made upon the ICAI under the Workmen's Compensation Act or any other statutory provisions applicable to the work.
- iv) The CONTRACTOR shall also be responsible for all bodily injury to persons, animals, or things which may arise from the operation or neglect of himself or of any nominated subcontractor's employees whether such injury or damage arises from carelessness, accident, or any other cause whatsoever in any way connected with carrying

out of this contract. The CONTRACTOR shall indemnify the ICAI and save it harmless in respect of all and any expense arising from and such injury or damage to persons, animals or things as aforesaid and also in respect of any claims made in respect of injury or damage under any Acts of Government or otherwise and also in respect of any Award of Compensation or damage consequent upon such claims.

- v) The CONTRACTOR shall be responsible for all structural and other damage to any property which may arise from the operation or neglect of himself or of any subcontractors' employees or arising out of neglect, carelessness, defect or any other cause whatsoever in any way connected with the carrying out of this contract. This clause shall be deemed to include interrail, any damage to buildings, whatever immediately adjacent or otherwise, and any damage to roads, streets, footpaths, bridges or ways as well as all damage caused to the building and works forming the subject of this contract by inclemency of weather. The CONTRACTOR shall indemnify the ICAI against all claims which may be made against the ICAI by any member of the public or other third party in respect of anything which may arise in respect of the works or in consequence of and in respect of any cost, charge/expense arising out of any claim or proceedings and also in respect of any Award of compensation or damage arising there from and shall reinstate all damage or every sort mentioned in this clause so as to make good or otherwise satisfy all claims arise from damage to the property of third parties.
- vi) The ICAI with the advice of the Architect shall be at liberty and is empowered to deduct the amount of any damage, compensation, costs, charges and expenses arising or accruing from or in respect of any such above said claims for damages from any sum or sums due or become due to the CONTRACTOR, for which the ICAI shall be the sole deciding authority.
- vii) The CONTRACTOR shall be responsible for safety of all workmen and necessary statutory requirements related to ESI, workmen's compensation etc. should be met. The proof of (Insurance Policy) should be handed over to the ICAI.

## **1.21 ADMISSION TO SITE**

- i) The ICAI & the Architect and their representatives shall at all reasonable times have right of free access to the works and/or the workshop, factories, or other places where materials are lying or from which they are being obtained and the CONTRACTOR shall give all necessary facilities to the EMPLOYER/Architect and/or his representative for inspection and examination and test of the materials and workmanship. No person unless authorized by the EMPLOYER/Architect except the representative of Public Authorities shall be allowed on the works at any time.
- ii) The officials of the ICAI connected with the contract shall have the right of entry to the site at all times.
- iii) The portion of the site to be occupied by the CONTRACTOR, erection of temporary workshop, stores, site office etc. will be clearly defined and or marked on the site plan, and the CONTRACTOR will on no account be allowed to extend his operations beyond these areas. No labor hutments to be provided on site and the Contractor to make own arrangements for the same elsewhere.
- iv) The CONTRACTOR shall provide if necessary, or if required on the site all facilities for temporary access thereto and shall alter, adopt and maintain the same as required from time to time and shall take up and clear away as and when no longer required and make all good.
- v) The ICAI reserves the right to use the premises or any portion of the site for execution of 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 for the execution of such work but shall not be required to provide any plant, material or labor for the execution of such work except by special arrangement with the ICAI. Such work shall be carried out in such a manner as not to impede the progress of the works included in the contract and the CONTRACTOR shall not be responsible for any damage or delay which may happen to or be occasioned by such work.
- vi) The ICAI reserves the right of taking over any portion of the site, which may be required, and the Contractor shall at his own expense clear such portion forthwith.
- vii) Site is handed over to CONTRACTOR only for execution of work, not for any other job and the possession of CONTRACTOR is terminated at the completion of work or in case of foreclosure.

## **1.22 TEMPORARY LIFTS/WORKSHOPS/STORES/SITE OFFICE ETC.**

- i) The CONTRACTOR shall during the progress of the works, provide, erect and maintain at his own expense temporary workshops and stores as required for proper and efficient execution of the works.
- ii) On completion of works and if necessary, on completion of the defects liability period as decided by the ICAI, the whole of such temporary buildings/structures shall be cleared away and the site reinstated and left clean to the entire satisfaction of the Employer at the Contractor's expense.
- iii) Additionally, the ICAI may at his discretion permit the CONTRACTOR to locate his workshop and stores, in such buildings as may be available at site for that purpose at a rate to be mutually decided upon by the ICAI and the Contractor, and in the event of the Contractor occupying such accommodation, the CONTRACTOR undertake to maintain such premises at his own expense in a clean and sanitary condition and to deliver the same on the completion of the works or on the termination of the contract, or in the event of the said building being required by the ICAI within 7 days of an order to that effect, handover the same in a clean state complete in every respect.

## **1.23 NUISANCE**

The CONTRACTOR will not at any time do, cause or permit any nuisance on the site or do anything which shall cause disturbance or inconvenience to the ICAI, tenants or occupiers of other properties near the site and to the public generally. The CONTRACTOR is completely responsible for ensuring the safety and convenience of all concerned and at his own cost.

## **1.24 WORKING HOURS**

The CONTRACTOR shall work normally only during the normal working hours of the working day. In case any work over and above normal working hours is required, the CONTRACTOR shall obtain prior written permission from ICAI/Architect. Safety for workmen, proper lighting arrangement, housekeeping and safety to client material will be Contractor's responsibility. The ICAI shall incur no liability in respect of any excess cost arising therefrom.

## **1.25 LABOUR**

- i) The CONTRACTOR shall employ labor in sufficient number to maintain the required rate of progress and of such quality to ensure workmanship of the degree required by the specifications and to the satisfaction of the ICAI.
- ii) The CONTRACTOR shall remain liable for the payment and shall pay or cause to be paid all wages or other moneys to his workers or employees and for those employed by his subcontractors (engaged directly or indirectly from time to time on or in connection with the said work under the relevant Acts or enactments relating thereto and the Rules framed there under as if the labour had been directly employed).
- iii) In respect of all labor directly or indirectly employed on the works for the performance on the Contractor's part, the CONTRACTOR shall comply with or cause to be complied with the current labor laws and regulations in regard to all matters provided therein.
- iv) The regulations aforesaid shall be deemed to be a part of this contract and any breach thereof deemed to be a breach of this contract.
- v) The CONTRACTOR shall take all actions and deposit fees as may be necessary under the Contract Labor (Regulation & Abolition) Act, 1970 and current labor regulations including the actions and depositing of money on behalf of ICAI, if required. The Contractor shall at all times keep the ICAI indemnified against any actions for breach of the said Act and regulations.
- vi) The CONTRACTOR shall, during the progress of the works, comply at his own expense with all the current rules and provisions for the protection of health and sanitary arrangements and safety provisions for workers employed and shall at his own expenses provide for all facilities in connection therewith.
- vii) Contractors shall deposit all provident funds, ESI etc. to the respective authorities and produce the receipt of the same to ICAI regularly, failing which ICAI will deposit the same himself and the same shall be adjusted in RA bills or Retention Money or performance Security including any amount due and payable to him by ICAI.

## **1.26 RIGHT OF INSPECTION**

The ICAI, the Architect and other consultants including their representatives concerned with the contract shall be entitled, at any time, to inspect and examine any materials intended to be used in or on the works, either on the site or at the Factory or workshop or other place where such materials are assembled, fabricated or manufactured or at any place(s) where these are lying or from which these are being obtained and the CONTRACTOR shall give such facilities as may be required for such inspection and examination, at Contractor's cost .

## **1.27 MATERIALS TO BE ARRANGED BY THE CONTRACTOR**

- i) The CONTRACTOR shall at his own cost and expense provide all materials required for the work.
- ii) All materials to be provided by the CONTRACTOR shall be brand new conforming to latest IS Codes and ISI marked wherever applicable and all materials and workmanship shall be as far as procurable of the respective kinds described in the specifications drawings and/or schedule of quantity(ies) and in accordance with the Architect's and/or ICAI's instructions and the CONTRACTOR shall, upon the request of the Architect or ICAI, furnish him with all invoices, accounts receipt and other vouchers to prove that the materials comply therewith.
- iii) Wherever applicable, the CONTRACTOR shall, at his own cost and expense supply to the ICAI through the Architect samples of materials proposed to be used in the works. The samples must be produced at least four weeks before they are to be incorporated in works. The ICAI shall within seven days of supply of samples or within such further period as he may require, inform the CONTRACTOR whether samples are approved by him or not. If samples are not approved, the CONTRACTOR shall forthwith arrange to supply the Institute for its approval, fresh samples through the Architect complying with the specification laid down in the contract.
- iv) No materials shall be brought by the CONTRACTOR to site unless samples are approved.
- v) Cement Store as per standard design finalized and approved by Consultant/ Engineer in Charge to be made at site

by Contractor at his own cost.

## **1.28 TESTING MATERIALS**

The EMPLOYER or Architect shall be entitled to have tests carried out as specified in IS codes for any materials supplied by the CONTRACTOR (other than those for which satisfactory proof has been furnished) at the cost of CONTRACTOR and the CONTRACTOR shall provide at his expense all facilities which the ICAI or Architect may require for the purpose. The cost of materials consumed as well as the cost of testing from the approved laboratory shall be borne by the CONTRACTOR.

## **1.29 REJECTION OF MATERIALS**

The Architect/ICAI shall have full powers to reject/removal of any or all the materials brought to site by the Contractor which are not brand new and in accordance with the contract specifications or does not conform in character or quality to sample approved by the ICAI. In case of default on the part of the CONTRACTOR in removing rejected materials, the architect and/ or EMPLOYER shall be at liberty to have them removed by other means at the Contractor's expense and risk. The Architect with prior approval of ICAI shall have full powers to permit or to approve other materials to be substituted for rejected materials.

## **1.30 CARE AND CUSTODY**

- i) Materials required for the works, whether brought by the CONTRACTOR or supplied by the ICAI shall be stored by the Contractor only at places approved by the ICAI, storage and safe custody of materials shall be at the risk and the responsibility of the CONTRACTOR. The CONTRACTOR shall be liable for any loss or damage to such materials due to the neglect, theft or fire and shall make the loss good at his cost and expense.
- ii) Where in any running bill the CONTRACTOR has claimed payment and the Architect has included the value of any unfixed materials intended for incorporation in works, then these materials shall become the property of the ICAI and they shall not be removed except for use upon the works, without the written authority of the ICAI.

## **1.31 SURPLUS MATERIALS**

Whenever the works are finally completed and advance if any in respect of any such materials is fully recovered, the CONTRACTOR shall at his own expense forthwith remove from the site all surplus materials arranged by him after obtaining prior clearance in writing from the ICAI.

## **1.32 EXTRA HOURS OF WORKING**

If for any reason, the Contractor has to work on any section or complete work on holidays or after the normal working hour, the Contractor shall seek the consent of consultant to do so after making the adequate provision for safety requirements and any additional lighting required. The Contractor shall bear such extra hours working payment for his workmen and supervisory staff including the provision for any additional plant, facilities and the like arising out of extra hour working.

In case the Contractor carries out Installation work in the night hours (beyond 20:00 hrs.) or listed holidays & week offs, then CONTRACTOR shall arrange for to and from travelling and food for his workers and other staff , safety and security for Project site staff deployed for supervision at his own cost.

## **1.33 CONTRACTOR'S ALL RISK INSURANCE COVER**

Notwithstanding anything contrary in this document, the CONTRACTOR shall obtain Contractor's All Risk cover insurance in line with the following:

Value: The entire contract value (including the Contract Price plus 10% of the Contract for the period of completion of the Works which includes till the works are handed over to the CLIENT/ OWNER to cover the damages due to Civil commotion, riots, war, earth quake, terrorist attack and other disturbances.

- All personnel deployed at the project site.
- All Plants and machinery owned by the Contractor for the project to be also covered.
- Damage insurance against loss or damage by fire or any other disaster to the works during construction until its completion
- The CONTRACTOR has to take insurance policy to cover all risks including the above. The risks covered in the Contractor's policy include but not limited to Workmen Compensation, Third Party Insurance, Labor and Materials at site etc.

Beneficiary:	The CONTRACTOR (for the insurance policy taken by him)
Period:	The period covered under insurance shall be completion period including extended time, if any, plus 12 months of Defects Liability
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 CLIENT/ OWNER within 10 days from the date of Letter of Intent/ Work Order.

Failing of above, CLIENT/ OWNER will arrange such insurance policy and recover the proportionate premium amount from the first RA bill.

#### **1.34 GIVING OF NOTICES AND PAYMENT OF FEES**

- i) The Contractor shall give all notices and pay all fees required to be given or paid under any Statute, Ordinance, or Law, or any regulation, or byelaw of any local or other duly constituted authority in relation to the execution of the Works and by the rules and regulations of all public bodies and companies whose property or rights are affected or may be affected in any way by the Works.
- ii) The Contractor shall conform in all respects with the provisions of any such Statute, Ordinance or Law as aforesaid and the regulations or bye- laws of any local or other duly constituted authority which may be applicable to the Works and with such rules and regulations of public bodies and companies as aforesaid and shall keep the ICAI indemnified against all penalties and liability of every kind for breach of any such Statute, Ordinance or Law, regulation or bye- law.
- iii) The Contractor will repay or allow to the Contractor all such sums as the Engineer in Charge shall certify to have been properly payable and paid by the Contractor in respect of such fees.

#### **1.35 PATENT RIGHTS AND ROYALTIES**

The Contractor shall save harmless and indemnify the ICAI from and against all claims and proceedings for or on account of infringement of any patent rights, design trademark or name or other protected rights in respect of any Constructional Plant, machine work, or material and for in connection with the Works or any of them and from and against all claims, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto. Except where otherwise specified, the Contractor shall pay all tonnage and other royalties, rent and other payments or compensation, if any, for getting stone, sand, gravel, clay or other materials required for the Works or any of them.

#### **1.36 PLANT EQUIPMENT AND TRANSPORT**

All tools, plants and equipment brought to the site shall not be removed off the site without the prior written approval of ICAI. But whenever the works are finally completed, or the contract is terminated, the CONTRACTOR shall forthwith remove from the site all tools, plants and equipment after clearance in writing from and the ICAI failing which appropriate charges would be payable the CONTRACTOR to the EMPLOYER.

#### **1.37 ELECTRICITY AND WATER SUPPLY**

- i) The ICAI does not warrant electricity and water connections. Temporary water and electricity connections should be arranged by the Contractor at his own cost and shall be responsible for all connections, pumps, pipes, storage capacity, cabling, wiring, conduit and all other works necessary to distribute and use services from distribution points as much as required for his work.
- ii) The Contractor shall also make arrangement for alternative standby services at his own cost in the form of generators of adequate capacity (Day & Night) so that there is no delay in progress of works as per construction schedule submitted by him and approved by PMC.
- iii) If ICAI is able to arrange for electricity supply from Authorities, then the same facility will be extended to the CONTRACTOR at one point. Cost of cabling, security deposit, meter, monthly payments of electricity bills etc. will be on Contractor's account. Unit consumed as per installed meter will be levied at prevailing electricity charges. In case of meter getting faulty, 1.0 % of RA bill will be levied toward electricity charges.
- iv) The available bore well in the premises can be used by CONTRACTOR for drawing water. Water charges will be

deducted @ 0.5 % of RA bills.

#### **1.38 CONTRACTOR'S SUPERVISION**

- i) The CONTRACTOR shall give all necessary personal superintendence during the execution of the works, and as long thereafter as the Architect and ICAI may consider necessary until the expiration of the Defect Liability Period.
- ii) Where the CONTRACTOR is not a qualified engineer or even if he is so qualified, he cannot, in the opinion of the Architect and ICAI give his full personal attention to the works, he shall, at his own expense employ any experienced engineering graduate as his accredited agent to supervise the works and to receive instruction from the Architect and ICAI. The employment of engineer as aforesaid shall be to the approval of the Architect and ICAI who may verify his qualification and experience by referring original degree which shall be made available by the CONTRACTOR or the individual employed or proposed to be employed.
- iii) If the CONTRACTOR fails to appoint a suitable engineer on being required to do so, the architect or the ICAI shall have full powers to suspend the execution of works until such date a suitable engineer is appointed and the CONTRACTOR shall be held responsible for the delay so caused to the works, if the CONTRACTOR fails to employ the qualified engineer, the ICAI shall have the discretion to appoint such engineer and payment made to such engineer shall be recoverable from the CONTRACTOR.
- iv) Orders/Instructions given to the CONTRACTOR or his agent who will be nominated by the CONTRACTOR before commencement of work shall be considered to have the same force as, if they had been given to the CONTRACTOR himself.
- v) The CONTRACTOR or his agent shall be in attendance at the site during all working hours and shall superintend the execution of the works with such additional assistance in each trade as the ICAI may consider necessary.
- vi) The CONTRACTOR or his accredited agent shall attend, when required and without making any charge for doing so, either at the works site or at the office of the Architect or ICAI to receive instructions from the Architect or ICAI.

#### **1.39 DISMISSAL OF CONTRACTORS EMPLOYEES**

ICAI shall have full power and without giving any reason to direct the CONTRACTOR to immediately replace any agent, servant or employee of the Contractor whose continued employment in the opinion of ICAI is undesirable. The CONTRACTOR shall not be allowed any compensation on this account.

#### **1.40 SETTING OUT OF WORKS**

- i) The Architect shall supply dimensioned drawings, levels and other information necessary to enable the CONTRACTOR to set out the works.
- ii) The CONTRACTOR shall set out the works and shall provide and fix all setting out apparatus required and solely be responsible for the true and perfect setting out the same and for the correctness of the positions, levels, dimensions, and alignment of all parts thereof. The CONTRACTOR shall take in writing the approval of the Engineer-in-Charge for setting out and levels before starting the work. However, the Contractor will be responsible for correctness of setting out of works.

#### **1.41 APPROVAL BY STAGES**

All work embracing more than one process shall be subject to examination and approval at each stage thereof as stipulated by the Architect in consultation of ICAI and the CONTRACTOR shall give reasonable notice in writing to the Architect when each stage is ready. In default of such notice received, the Architect shall be entitled to appraise the quality and extents thereof and in the event of any dispute the decision of the ICAI thereon shall be final and binding. Record of such approval will be maintained at Site.

#### **1.42 COVERING OF WORK**

The CONTRACTOR shall give reasonable notice in writing to the Architect whenever any work is to be permanently covered or concealed, whether by earth or other means and in default of so doing, shall, if it is required by the Architect, uncover such work at his own expense and make it good at his own cost.

#### **1.43 ARCHITECT'S INSTRUCTIONS**

The CONTRACTOR shall carry out and complete the said work in every respect in accordance with the contract conditions and with the directions of and to the satisfaction of the Architect and ICAI. The Architect may from time-to-time issue further detailed drawings and or written detailed directions/instructions and explanations within the meaning of contract agreement in regard to:

- i) The variation or modification of the design, quality or quantity of works or the addition or omission or substitution

of any work, with the prior approval of the ICAI.

- ii) The removal and/or re-execution of any works executed by the Contractor.
- iii) The opening up for inspection of handy work covered up.
- iv) The amending and making good of any defects.

#### **1.44 VARIATIONS**

No alteration, omission or variation shall vitiate this contract. In case the Architect or ICAI thinks proper, at any time during the progress of the works, to make any alterations in or omission from the works or any alteration in the kind or quality of the materials to be issued therein, the Architect, with approval of ICAI, shall give notice thereof in writing well in advance under his hand to the Contractor and the Contractor shall carry out such alteration, addition or omissions as the case may require, in accordance with such notice. The value of such extra alteration, addition or omissions shall in all cases be determined by the ICAI in accordance with the provisions of **Clause 1.45** hereof and the same shall be added to or deducted from the Contract amount.

#### **1.45 RATES FOR ALTERED/ SUBSTITUTED/ ADDITIONAL WORKS**

- i) If the rates for altered, substituted or additional work are not specifically provided in the Contract, then such rates will be derived from the rates for a similar class of work as specified in the Contract.
- ii) 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.
- iii) If the rates for the altered, substituted or additional work cannot be determined in the manner specified in above Clauses, then the rates for the same shall be decided by the EMPLOYER on recommendations of Architect on pro-rata basis or the actual cost to the CONTRACTOR at site including labour (for which CONTRACTOR shall produce sufficient proof) plus 15% towards establishment, overheads, water and electricity, POL charges, contingency and CONTRACTOR profit, tool and tackles etc. cover profits & overheads of CONTRACTOR.

#### **1.46 DEFECTIVE WORK**

- i) The Architect or ICAI shall, during the progress of the works, have power to order in writing from time to time the removal and proper re-execution of any work executed with materials or workmanship not in accordance with the drawings and specifications or instructions, and CONTRACTOR shall forthwith carry out such order at his own cost. In case of defaults on the part of the CONTRACTOR to carry out such order, the ICAI shall have the power to employ other persons to carry out the same and all expense consequent thereon or incidental thereto as certified by the Architect shall be borne by the Contractor or may be deducted by the ICAI from any money due or that may become due to the CONTRACTOR against this contract or any other contract with the ICAI.
- ii) The CONTRACTOR is responsible and shall ensure that there is no leakage or seepage in roofs, ceilings, walls, floors, electrical etc. Contractor shall do the complete stage of work to the satisfaction of Architect and ICAI.
- iii) Engineer-in-Charge has full authority and discretion to reduce /part the rates of various items, if the executed item is not up to the satisfaction or yet to be completed. No objection from the CONTRACTOR should be entertained on this ground.

#### **1.47 ORDERS/DIRECTIONS UNDER THE CONTRACT**

All directions, notices etc. to be given under the contract shall be in writing, type script or printed and if sent by registered post to the last known place of abode or business of the CONTRACTOR shall be deemed to have been served on date when in the ordinary course of post, it would have been delivered to him.

If the CONTRACTOR after receipt of written notice from the ICAI requiring compliance, fails to comply within fifteen days with such further drawings and or Architect instructions, the ICAI may employ and pay other persons to execute any such work whatsoever that may be necessary to give effect thereto, and all costs incurred in connection therewith shall be recoverable from the CONTRACTOR by the ICAI on certification of the Architect as a debt or may be deducted by him from any money due to/become due to the CONTRACTOR. The measurements shall be taken jointly by the Engineer – In – Charge or any person or persons duly authorized by him and the Contractor's representatives, immediately on completion of the item or work.

#### **1.48 MEASUREMENTS**

- i) The CONTRACTOR shall measure the work done and enter into the measurement book, sign and submit to the PMC for verification and certification.

- ii) Mode of measurement for Civil Works will be as per **IS 1200**.
- iii) If any alterations or additions (other than those authorized) have been covered up by the Contractor without his having given notice of his intention to do so, the Architect shall be entitled to appraise the value thereof and in the event of any dispute the decision of the ICAI thereon shall be final and binding.
- iv) The measurement and valuation in respect of the contract shall be completed within one month of the completion of the contract works.

#### **1.49 DELAY AND EXTENSION**

- i) If the work is delayed beyond the stipulated time for reasons given below, then the Contractor shall immediately give a written notice thereof to the ICAI, but the CONTRACTOR shall nevertheless consistently use his endeavors to prevent delay and shall do all that may be reasonable or required to the satisfaction of the ICAI to proceed with the work. The ICAI, based on the recommendations of Architect, shall grant fair and reasonable extension of time for the completion of works in the following cases:
- ii) By force majeure; as desired hereunder: -
 

The CONTRACTOR shall not be held in default in performance of his obligations if such performance is prevented or delayed due to any unforeseen causes beyond his control such as Act of God, action of Govt. in its sovereign capacity and its statutory bodies, Civil commotion, war, flood, Lock-down on account of epidemic or pandemic, earthquake or any other natural calamities which cannot be foreseen. However, it shall be incumbent on the CONTRACTOR to inform the ICAI/Architect regarding conditions of force majeure in writing with supporting documents within 15 days of commencement and completion of Force majeure circumstances.
- iii) By the works or delays of other Contractor's or tradesmen engaged by the ICAI.
- iv) In consequence of the CONTRACTOR not having received in due time the necessary instruction/clearance from the Architect for which he shall have specifically applied in writing, fifteen days before its actual requirement, no claim whatsoever for any extra compensation in respect of or arising out of extension of time as specified above shall be payable by the ICAI.

#### **1.50 CERTIFICATE OF COMPLETION**

- i) Immediately after completion of the whole work which has been mentioned in the contract, the CONTRACTOR shall give notice thereof to the Architect with a copy to the ICAI. The work shall be completed to the entire satisfaction of the Architect and the ICAI. If satisfied the Architect shall issue the certificate of completion.
- ii) The works shall not be considered as completed unless the Architect has certified in writing that they have been accepted by the ICAI. The defects liability period as mentioned in Clause 1.52 shall commence from the date certified by the Architect as date of completion.

#### **1.51 AS BUILT DRAWINGS**

The bidders should submit their feasibility report and concept note of Comprehensive renovation works. Report should contain tentative site plan of Comprehensive renovation works with the other related information. Copies of the site drawings can be obtained from the institute on request.

#### **1.52 DEFECTS LIABILITY PERIOD**

- 1 a. Defects Liability Period shall be **twelve (12) calendar months** after actual completion of the works as certified under clause 1.50 and handing over the job by the Contractor or two months from the date of latest rectification of work, whichever is later. Any defects in material or workmanship observed in the entire work during execution or work or within Defects Liability Period, shall be notified in writing by the Architect or ICAI to the Contractor and shall be rectified by him at his own cost within time as specified by Architect/ICAI.
- 1 b. To facilitate prompt attention to the defects, the CONTRACTOR shall employ a team of tradesmen like Masons, Plasterers, Carpenters, Plumbers, Fitters and Labors covering all trades along with necessary materials and spares. A supervisor will also be available along with the maintenance team to take instructions from Architect/ICAI. The maintenance team will be available throughout the defect's liability period. The composition of the tradesmen will vary according to the nature of recurring defects noticed in the buildings. In case of default, the Architect/ICAI may employ any other person to rectify or make good such defects. All expense consequent thereon or incidental thereto shall be borne by the Contractor and shall be recoverable from him by the EMPLOYER and shall be deducted from RA bills or Retention Money or Performance Guarantee/ Retention Money.
2. In case any defective works have been done or material supplied by any sub-CONTRACTOR employed, the CONTRACTOR shall be liable to make good in the same manner as if such work or material has been done or supplied by the CONTRACTOR. The CONTRACTOR shall remain liable under the provisions of this clause

notwithstanding the signing by the Architect of any certificate or passing any account.

3. The Architect shall also certify at the end of the Defects Liability Period regarding the state of rectification of defects pointed out during defect liability period.

#### **1.53 POSSESSION BEFORE VIRTUAL COMPLETION**

If the Employer, with the consent of the Contractor, takes possession of part of the works for handing over to the finishing Contractor or otherwise for any reason whatsoever, such part of the work shall not be deemed to be virtually completed. Virtual completion of such work would occur only on completion of every part of the contract work.

#### **1.54 RESPONSIBILITY FOR COMPLETENESS**

Any supplies and services, which might not have been specifically mentioned in this Tender but, are necessary for completeness of the order, shall be provided/made available as per the schedule for smooth and efficient repairs and maintenance of the system under Indian conditions. The bidder shall be responsible for any discrepancies, errors and omissions in the technical details submitted by him/them, irrespective of whether these have been approved, reviewed or otherwise, accepted by the ICAI or not. The Bidder shall take all corrective measures arising out of discrepancies, errors and omissions in drawing and other information as mentioned above within the time schedule and without extra cost to the ICAI.

#### **1.55 THEFT OF PARTS**

CONTRACTOR shall be fully responsible for theft, burglary, fire or any mischievous deeds by its workers/staff and shall replace the items under such category. Any loss occurred due to negligence of CONTRACTOR or its workers, employees, staff etc. shall be recovered from the CONTRACTOR. Contractor may obtain an Insurance Policy covering such risks.

#### **1.56 RELATIONSHIP**

In performing the terms and conditions of the tender/ Agreement, Contractor shall at all times act as an Independent CONTRACTOR. The Agreement does not in any way create a relationship of principal and an agent between ICAI and CONTRACTOR. CONTRACTOR shall not act or attempt or represent itself as an agent of ICAI.

The Contract does not in any way create a master and servant relationship between the employees of CONTRACTOR and ICAI. Under no circumstances, the CONTRACTOR'S employees shall be considered as employees of ICAI or shall such relationship be considered to exist. The ICAI does not owe any responsibility or obligation towards the personnel engaged by the CONTRACTOR.

#### **1.57 REPRESENTATIONS/ GRIEVANCES**

The Contractor shall comply with all representations, grievances of its employees deployed by it for execution of herein mentioned contract work. The Contractor shall be solely responsible for all the claims of its employees and shall ensure that its employees do not make any claims whatsoever against ICAI. ICAI shall have no liability in this regard.

#### **1.58 AWARD OF CONTRACT**

The contract shall be awarded to the Contractor, by conveying acceptance of the proposal by ICAI through registered/speed post/ courier/ electronic mail. All the terms and conditions as stated in the Tender documents, Appendices and Acceptance conveyed by ICAI shall constitute the contract between Contractor and ICAI.

#### **1.59 NO LIABILITY**

That in any event, the ICAI shall owe no responsibility or liability of any kind arising out of or incidental to the performance of duties by the employees of CONTRACTOR or otherwise, at the office of ICAI or outside the said office, including any liability due to any accident or injury or death caused to or suffered by any employee of Contractor or any other health or medical liability or compensation all of which shall be the sole responsibility of CONTRACTOR.

In case of any loss that might be caused to ICAI due to any lapse on the part of CONTRACTOR or its employees discharging assigned duties and responsibilities, the same shall be borne by CONTRACTOR and in this connection, the ICAI shall have the right to deduct appropriate amount from the bills or any amount due and payable by ICAI to the CONTRACTOR to make good such loss to ICAI. In case of frequent lapses on the part of CONTRACTOR or the employees deployed by CONTRACTOR, the ICAI shall be within its right to terminate the Contract forthwith without assigning any reason whatsoever and/ or take such other action, as it may deem fit.

## **1.60 CONFIDENTIALITY**

Confidential Information means any information or data, in any form or storage medium whatsoever, of any nature in relation to ICAI that may be provided by ICAI to the CONTRACTOR on confidential basis.

Nothing shall be disclosed by any bidder to any other person not officially concerned with such process until the selection process is over. The undue use by any Bidder of confidential information related to the process may result in rejection of its Bid. Except with the prior written consent of the ICAI, the Bidder(s) and its/their personnel shall not at any time communicate to any person or entity any information acquired in the course of the bidding process.

At all times during the performance of the services, the Bidder shall abide by all applicable security rules, policies, standards, guidelines and procedures. The Bidder should note that before any of its employees or assignees is given access to the Confidential Information, each such employee and assignees shall agree to be bound by the term of this Tender and such rules, policies, standards, guidelines and procedures by its employees or agents.

The successful bidder shall, at all times, during the continuance of the Contract or otherwise (i) keep all information confidential and accordingly shall not disclose any such Information to any third party under any circumstances; (ii) not use or cause the use of any Information for any purpose whatsoever other than that contemplated under this Contract; (iii) take all care to ensure that all persons including the officials as well as employee(s) of the successful bidder who handle the Information keep(s) the same confidential and not use the same except for the purposes for which it is meant.

The obligations of the Contractor under this clause shall survive the termination of the contract.

## **1.61 ESCALATION**

The contract amount shall remain firm and shall not be subject to any escalation whatsoever under any circumstance.

## **1.62 SECURED ADVANCE**

The CONTRACTOR, on signing an indenture in the form to be specified by the Engineer-in- Charge, shall be entitled to be paid during the progress of the execution of the work up to 75% of the material cost (against submission of invoice) or 65% of item rate, whichever is less, which are non-perishable, are in accordance with the contract and which have been brought on the site in connection therewith and are adequately stored and/ or protected against damage by weather or other causes but which have not at the time of advance been incorporated in the works. Such advances shall be deducted completely in the next RA bill. Material advance can be claimed only in the following R.A. Bill and no separate bill shall be raised.

Materials against which advance is paid shall not be removed from site. Undertaking should be given by CONTRACTOR to ICAI, stating that materials remain in safe custody of CONTRACTOR, is safeguarded against losses due to the CONTRACTOR postponing the execution of the work or due to shortage or misuse of the materials, or any unstated reason.

In case, the Contractor has claimed and received Mobilization Advance the request/bills for Secured Advance shall not be entertained.

## **1.63 RETENTION MONEY**

10% of Contract Value, to be deducted @ 10 % from each RA bill. 50% of the Retention Money shall be released along with final bill and remaining 50% shall be released after completion of 'Defect Liability Period'. No interest shall be payable by ICAI on this amount.

## **1.64 PAYMENT TERMS**

- a) Ten percent (10 %) of Contract Value will be deducted from each RA bill towards Retention Money. Alternately, Contractor can submit Bank Guarantee for equivalent amount before payment of first RA bill.
- b) 50% of this Retention Money shall be released along with Final Bill and balance 50% after completion of Defect Liability Period. No interest will be paid on this amount.
- c) No interest shall be payable on Security Deposits, Retention or on any delayed payments, at any stage.

## **1.65 RUNNING ACCOUNT PAYMENTS**

- a) The Contractor shall submit bills for the work done as per the provision given in Section –VI Appendix form of tender.
- b) Any certificate relating to work done or materials delivered may be modified or corrected by any subsequent certificates or by the final certificate and no certificate of the ICAI supporting any payment shall on itself be conclusive evidence that any work or materials to which it relates are in accordance with the contract.
- c) The running account payments shall be cleared by the ICAI within 21 working days from the date of the receipt of Contractor's bill, if found in order.
- d) All payments to the CONTRACTOR shall be subject to deduction of Income tax at Source as per section 194(c) of Income Tax Act and other deductions as per contract.
- e) All interim payments shall be treated as advance payments. On completion of the entire work, the Contractor shall submit his final bill.

#### **1.66 FINAL BILL**

- i. The final bill shall be submitted by the Contractor in duplicate within one month of the issue of virtual completion certificate. The Architect will certify the bill so submitted in next 30 days. Payment of those items of the final bill in respect of which there is no dispute shall be made in the next 30 days of receipt of duly certified bill from the Architect.
- ii. It shall be accompanied by all abstracts, vouchers etc. supporting it and shall be prepared in the manner prescribed by the ICAI.
- iii. No charges shall be allowed to the CONTRACTOR on account of the preparation of the final bill.
- iv. No further claims shall be made by the CONTRACTOR after submission of a final bill, and other claims if at all, shall be deemed to have been waived and extinguished with his free consent.
- v. The Engineer-in-charge shall check and forward the final bill along with all the measurement books in original to the Architect and with Architect's signature, it will be sent to the ICAI.
- vi. The CONTRACTOR shall be entitled to be paid the full measurement value of work less the value of payment made on account and any charges properly preferred under the conditions of contract, for stores supplied by the ICAI subject to the certification of the final bill by the Architect.
- vii. After the payment of the amount of the final bill, the CONTRACTOR may, if he so desires, reconsider his position in respect of the disputed portion of the final bill and take step for settlement and if he fails to do so within 30 days, his disputed claim shall be deemed to have been waived and abandoned by the CONTRACTOR.
- viii. All payments due under this contract shall be made by means of a crossed cheque 'A/C payee' /RTGS.

#### **1.67 RECOVERY FROM CONTRACTOR**

Whenever any claim for payment of a sum of money arises(s) out under this contract against the CONTRACTOR the CONTRACTOR shall on demand make payment of the same or agree for effecting adjustment from any amounts due to him by the ICAI. If , however, he refuses or neglects to make the payments on demand or does not agree for effecting adjustment from any amount due to him, the ICAI shall be entitled to withhold an amount not exceeding the amount of claim(s), from any sum then due or which at any time thereafter may become due to the CONTRACTOR under this or any other contract with the ICAI or from the Contractor's Retention Money and retain the same by way of lien till such time, payment is made by the CONTRACTOR or till the claim(s) is/are settled or adjusted.

It is an agreed condition of this contract that the sum of money(s) withheld or retained as and by way of lien under this condition by the ICAI, will be kept, withheld or retained as such by the ICAI, till the claims arising out of or under/this contract are settled or adjusted and that the CONTRACTOR will have no claim for interest or damages whatsoever on any account in respect of such sum so withheld.

#### **1.68 TERM/ PERIOD OF CONTRACT**

The contract shall be for a period of 90 days from the date as specified in the LoI. However, the contract may be extended by the EMPLOYER subject to such conditions as may be imposed by ICAI in this regard.

#### **1.69 TERMINATION**

- i) The ICAI may without prejudice to any other right or remedy cancel the contract in part or whole in any of the following cases:

If Contractor:

- a) 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 any Insolvency 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 be made under Insolvency Act 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.

- b) Being a company passes a resolution or the court makes an order for the liquidation of its affairs or a receiver or manager on behalf of the debenture holders be appointed, or circumstances arises which entitle the court or debenture holders to appoint a receiver or Manager, or.
- c) Assigns, transfers or subjects or attempts to assigns transfer or sublet any portion of the works without the prior written approval of the ICAI or.
- d) Makes defaults in commencing the work within a reasonable time from the date of the handing over of the site and continue in that state after reasonable notice from the Architect and or ICAI.
- e) In the opinion of the ICAI/Architect 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 Architect and or ICAI or delays the project.
- f) Fails to comply with any of the terms and conditions of the contract after reasonable notice in writing with directions properly issued there under.
- g) Fails to complete the work, work order and items of work within individual dates for completion and clear the site on or before the date of completion.
- ii) Whenever the ICAI exercises its authority to cancel the contract under any Clause, he may get the works completed by any means at the Contractor's risk and expense provided always that in event of cost of completion after alternative arrangements have been finalized by the ICAI to get the works completed or estimated cost of completion (as certified by the Architect) and approved by the ICAI being less than the contract cost, the advantage shall accrue to the ICAI. If the cost of completion after the alternative arrangements have been finalized by the ICAI to get the work completed or estimated cost of completion (as certified by the Architect) and approved by the ICAI exceeds the money due to the CONTRACTOR, under this contract, the CONTRACTOR shall either pay the excess amount assessed by the Architect or the same shall be recovered from the CONTRACTOR by adjustments from outstanding amount or by other means.
- iii) The ICAI shall also be at liberty to use the materials and other stores on site as he thinks proper in completing the work and the CONTRACTOR will be allowed the necessary credit. The amount of credit to be allowed in completing the work shall be assessed by the Architect and approved by the ICAI and the amount so assessed shall be final and binding on the CONTRACTOR.
- iv) In case the ICAI completes or decides to complete the works under the provisions of this contract, the cost of such completion to be taken into account in determining the excess cost to be charged to the CONTRACTOR under this condition shall be the cost or estimated cost (as certified by the Architect) of materials purchased or required to be purchased and or the labour provided or required to be provided by the ICAI , as also the cost of the Contractor's materials used with addition of 25% (twenty Five percent) to cover superintendence and establishment charges.

## **1.70 CONSEQUENCES UPON TERMINATION**

- i. In the event of termination of contract, for any reason whatsoever, no liability whatsoever shall exist on the part of ICAI on account of the termination of the contract.
- ii. Upon termination of the Contract for whatsoever reason, the Contractor shall handover the clean, peaceful and vacant possession of the site to ICAI. Any amount or money i.e. advance already given to the Contractor in whatever respect by the ICAI and the same has not been utilized for the purpose, would also need to be returned to the ICAI.
- iii. Further, unused material, articles etc. in whatever form shall also be returned to the ICAI with unfettered right of ICAI to use it in its original form or modified form or in any other form whatsoever. It is specifically clarified that any completed work (whether fully or partially), material etc. shall be the property of ICAI, all its rights shall vest in the ICAI and the Contractor have no right on such work, material etc.

## **1.71 CONFLICT OF INTEREST**

ICAI requires that selected Bidders should provide professional, objective, and impartial advice and at all times hold the ICAI's interest paramount, strictly avoid conflicts with other assignments/jobs or their own corporate interests.

## **1.72 FORECLOSING OF WORK**

If at any time after the acceptance of the tender, the ICAI, for any reason whatsoever, does not require the whole or any part of the works to be carried out, the ICAI shall give notice in writing of the fact to the CONTRACTOR, who shall

have no claim to any payment of compensation or otherwise, whatsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of the foreclosing of whole or part of the works. He shall be paid at contract rates for the full amount of the executed works including such additional work e.g., clearing of site etc. as may be rendered necessary by the said foreclosing, he shall be allowed a reasonable payment (as decided by the ICAI) for any expenses sustained on account of labor and materials collected but which could not be utilized on the works.

### **1.73 STANDARD OF PERFORMANCE**

The Bidder shall provide the services and carry out its other obligations under the agreement with due diligence, efficiency, economy, confidentiality, promptness and techniques. The Bidder shall adhere to professional, engineering and consulting standards recognized by national and international professional bodies while observing sound management, technical and engineering practices. It shall apply appropriate advanced technology and safe and effective methods during execution of this Project and shall always act in respect of any matter relating to this agreement, as faithful advisors to the Institute. The Bidder shall always support and safeguard the legitimate interests of the Institute, in any dealings with a third party. The Bidder shall abide by the provisions of the legislation(s), related to the Information Technology, prevalent in this country.

The Hardware, software and other services provided under this contract shall conform to the standards laid down in the Scope of Work and Technical Specifications and requirements. The Contractor shall be liable to pay to the Institute for any financial losses by way of any of or some of or all of system and process failure.

### **1.74 INDEMNITY**

The Contractor shall keep ICAI indemnified against all actions, suits and proceedings and all and any costs, charges, expenses, loss or damage incurred, suffered, caused to/sustained by ICAI by reason of infringement of intellectual property rights of third party or any default or breach or lapse or negligence or non-observance of any rules, regulations, laws, bye-laws etc. or non-performance or any non-payment by/on behalf of Contractor. The Contractor shall, at its own expense, defend, indemnify, and hold ICAI harmless for damages, liabilities, claims, losses, costs, demands, suits, actions, and reasonable expenses (including but not limited to reasonable attorneys' fees and settlement costs) (collectively, "Damages") arising out of or related to any third party suits or claims brought against ICAI

- (i) arising out of or related to the Contractor's violation of any applicable laws, gross negligence, or willful misconduct, or
- (ii) arising out of or related to any physical damage to property, or personal injury or death, caused by Contractor or any of its Affiliates, officers, directors, and employees.

If any action in any court of law is brought by a third party against ICAI or any of its representatives /officers for the failure or neglect on the part of Contractor to perform any acts, matter, covenants or things under the Contract, or for any damage or injury caused by the alleged omission or negligence on the part of Contractor, its agents/representatives or employees, Contractor shall in all such cases be responsible and indemnify and keep ICAI and/ or its representative/officers harmless from all losses, damages, expenses or decrees arising out of such action.

### **1.75 LIQUIDATED DAMAGES**

If the CONTRACTOR fails to complete the works by the due date or within such extended time as may be allowed by the EMPLOYER, 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. In addition to Liquidated Damages, if the delay is beyond two months, ICAI shall be at liberty to withdraw the work and get it executed by any other Contractor at the risk and cost of the defaulting Contractor and the site shall be vacated by the defaulting Contractor immediately.

### **1.76 PENALTY**

If the performance of work/services is delayed beyond time schedule due to reasons attributed to the bidder and if the same has not been otherwise extended by the ICAI, the bidder shall be liable to pay penalty @ 10% of the total value of the contract for each delay or default.

### **1.77 DEFECTS AFTER COMPLETION AND PERFORMANCE GUARANTEE**

Any defect, Non - performance of System in Full or Part thereof, drop in efficacy of output beyond the warranted efficacy, damage or any other faults which may appear either in the work executed or in materials used within the "Defects Liability Period" and/ or Guarantee/ Warranty Period stated herein arising in the opinion of the Architect from materials or

workmanship not being in accordance with the Contract shall upon the directions in writing of the Architect, and within such reasonable time as shall be specified therein, be amended and made good by the Contractor, at his cost unless, the Architect in consultation with the ICAI shall decide that he ought to be paid for such amending and making good and in case of default, the ICAI may employ and pay another agency to amend and make good such defects and all damages, loss and expenses consequent thereon or incidental thereto shall be made good and borne by the Contractor and such damage, loss and expenses shall be made good recoverable from him by the ICAI or may be deducted by the ICAI upon the Architect's certificate in writing from the amount retained with the ICAI or any money due or that may become due to the Contractor, deduct from such money a sum, to be determined by the Architect, equivalent to the cost of amending such works, and in the event the said amount retained and/or the other sums payable to the Contractor being insufficient, recover the balance from the Contractor.

The Contractor shall be held responsible for the safety of the building for a period of ten years counted from the expiry of the Defects Liability Period, provided herein, and shall be wholly and exclusively liable for any latent or patent defect or deficiency manifesting itself in the building during such period of ten years and affecting or likely to affect the safety of the building. An undertaking/ performance guarantee to this effect on non-judicial stamp paper of appropriate value (draft of which is attached hereto ) shall be given by the Contractor.

#### **1.78 NO RIGHT, TITLE OR INTEREST IN THE SITE BELONGING TO ICAI**

The contractor shall have no right, title or interest 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 of the site and to remove the contractor, their servants, employees, agents and materials belonging to the contractor and laying on the site at the risk and cost of the contractor.

#### **1.79 DEDUCTION FOR UNCORRECTED WORK**

If the Architect/ Employer deems it in-expedient to correct work damaged or not done in accordance with the contract, an equitable deduction from the contract price shall be made thereof.

#### **1.80 ACTION WHERE NO SPECIFICATIONS ARE SPECIFIED**

The contractor shall execute all the work as per the Tender, BOQ, drawings and specifications. In case of any class of work for which there is no such specification, such work shall be carried out in accordance with standard CPWD Specifications or Bureau of Indian Standards (BIS). In case there is no such specification in BIS, the work shall be carried out as per manufacturer's specification or standard engineering practices at the discretion of PMC/Engineer-in-charge.

#### **1.81 SETTLEMENT OF DISPUTES**

If the Contractor considers any work demanded of him to be outside the requirements of the Contract, or considers any drawings, record or ruling of the Engineer-in-charge on any matter in connection with or arising out of the Contract or the carrying out of the work to be unacceptable, he shall promptly ask the Engineer-in-charge in writing, for written instructions of decision. Thereupon the Engineer-in-charge shall give his written instructions or decision within a period of thirty days of such request. Upon the receipt of the written instructions or decisions, the Contractor shall promptly proceed without delay to comply with such instructions or decisions. If the Engineer-in-charge fails to give his instructions or decisions in writing within a period of thirty days after being requested, or if the Contractor is dissatisfied with the instructions and decisions, he shall appeal to the ICAI, who shall afford an opportunity to the Contractor to be heard and to offer evidence in support of his appeal. The ICAI shall give a decision within a period of thirty days after the Contractor has given the said evidence in support of his appeal. If the Contractor is dissatisfied with this decision, the Contractor within a period of thirty days from the receipt of the decision shall indicate his intention to refer the dispute to Arbitration, failing which the said decision shall be final and conclusive.

#### **1.82 BLACKLISTING**

- A. If the Bidder registered with the body specified by Ministry of Micro, Small and Medium Enterprises (MSMEs) claiming concessional benefits is awarded work by ICAI and subsequently it denies accepting the LoI/ work Order or fails to obey any contractual obligations it will be blacklisted and debarred from any further work or contract by ICAI for a period of five years from the date of such blacklisting or debarment.
- B. Further, in addition to any other remedy whatsoever available with ICAI, if a Bidder indulges in any of the following act or violations it shall be a ground for blacklisting / debarring by ICAI:

- i) The Directors, Proprietors, Partners, Employee(s) or owner of bidder have been either jointly or severally been found guilty of malpractices such as fraud including but not limited to submission of Bids that contain false information, fake or forged documents, certificates, guarantees, substitution of bid document, concealment of such information in the Bid with an intent to influence the outcome of eligibility screening or at any other stage of the public bidding in his favor, etc.
- ii) If the Bidder is found to be involved in cartel formation during bidding against any of the Tender of the ICAI.
- iii) Bidder who's business dealings have been debarred or blacklisted by any Central or State Government Ministry, Department, Organization, PSUs, Utilities etc. and is still in force as on the date of opening of Tender.
- iv) Bidder who is found to have been in default in paying any dues resulting in incurring financial loss to ICAI by virtue of an order and / or direction of any Statutory Authority or Court or Arbitration, etc
- v) Bidder against whom an enquiry is conducted by CBI or Enforcement Directorate or Police or any other investigating Agency and recommended for suspension.
- vi) If ICAI finds any offence of moral turpitude committed by the Bidder.
- vii) Unauthorized use of one's name or using the name of another entity / person for purpose of public bidding.
- viii) Making false allegations against ICAI officials or other bidders of the Tender with an intent to influence the outcome of public bidding in his favor.
- ix) Withdrawal of a bid, or refusal to accept an award, or enter into contract, after a bidder has been adjudged as Successful bidder.
- x) Refusal to clarify or validate in writing its Bid during post qualification stage within the prescribed time from receipt of the request for clarification.
- xi) Any documented unsolicited attempt by a Bidder to unduly influence the outcome of the bidding in his favor.
- xii) All other acts that tend to defeat the purpose of the competitive bidding, such as but not limited to:
  - a) a Bidder not complying with the requirements during bid evaluation,
  - b) Bidder habitually withdrawing from bidding or submitting letters of non-participation for at least three (3) times within a year, except for valid reasons.
- xiii) If it is found that agency has attempted some irregular / illegal activities to gain the order.
- xiv) Failure of the agency, due solely to his fault or negligence, to mobilize and start work or poor performance within the specified period as informed or quality of materials and workmanship not complying with the approved specifications.
- xv) Refusal or failure of the agency to furnish the required Performance Security within the specified period.
- xvi) Failure by the agency to comply with its contractual obligations fully and faithfully, or failure by the agency to comply with any written lawful instruction pursuant to the implementation of the contract.
- xvii) Assignment and subletting of the contract or any part thereof or substitution of key personnel named in the proposal without prior written approval of ICAI.
- xviii) For the procurement of goods, unsatisfactory progress in the delivery of the goods by the manufacturer, supplier or distributor arising from his fault or negligence and/or unsatisfactory or inferior quality of goods, as may be provided in the contract.
- xix) For the procurement of material services, unsatisfactory progress in the delivery of services by the service provider or its authorized representative arising from his fault or negligence and/or unsatisfactory or inferior quality of work, as may be provided in the contract.
- xx) For the procurement of consultancy services, poor performance by the consultant of his services arising from his fault or negligence.
- xxi) Failure to supply or replace the faulty material within contractual delivery period.
- xxii) Willful or deliberate abandonment or non-performance of the project or contract by the agency resulting to substantial breach thereof without lawful and/or just cause.
- xxiii) Submission of fake documents, bills for payment, committing fraud etc.
- xxiv) Breach of any terms and conditions of the contract

In all above cases, in addition to the blacklisting / debarring of the CONTRACTOR the performance security furnished by the CONTRACTOR along with any amount due and payable by ICAI shall also be forfeited. Additional recoveries, if any, shall be made from payments due to the CONTRACTOR against concerned order or any other order issued by ICAI.

### **1.83 ARBITRATION**

That in the event of any question, dispute or differences arising out 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, failing which the same shall be referred to the sole arbitrator to be appointed mutually by the parties. The Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings. Arbitration proceedings shall be held at Bhubaneshwar 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, therefore.

### **1.84 JURISDICTION**

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

### **1.85 SEVERABILITY**

In the event that any provision of Tender or ensuing Agreement shall be deemed to be severable or invalid, and if any term, condition, phrase or portion of Tender or ensuing Agreement shall be determined to be unlawful or otherwise unenforceable, the remainder of the Tender/ Agreement shall remain in full force and effect, so long as the clause severed does not affect the intent of the parties. If a court should find that any provision of this Tender/ Agreement to be invalid or unenforceable, but that by limiting said provision it would become valid and enforceable, then said provision shall be deemed to be written, construed and enforced as so limited.

### **1.86 WAIVER**

Any term or condition of this Contract may be waived at any time by the party that is entitled to the benefit thereof. Such waiver must be in writing and must be executed by an authorized officer of such party. The waiver by ICAI 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.

No failure to exercise or enforce and no delay in exercising or enforcing on the part of ICAI to the Tender or ensuing Agreement entered thereunder of any right, remedy or provision of Tender or ensuing Agreement shall operate as a waiver of such right, remedy or provision in any future application nor shall any single or partial exercise or enforcement of any right, remedy or provision preclude any other or further exercise or enforcement of such right, remedy or provision or the exercise or enforcement of any other right, remedy or provision.

### **1.87 FALL BACK**

In case of breach of terms of the Agreement committed by the successful bidder, the ICAI may terminate the contract by giving 10 days' notice and may inter alia further award contract to any other Contractor 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.

### **1.88 FORCE MAJEURE**

Time shall be the essence of the contract in this regard subject however to 'Force Majeure'. For the purpose of this clause, 'Force Majeure' means an event beyond the control of the contractor and not involving the contractor's fault or negligence and not foreseeable. Such events may include but are not restricted to major\changes in the present building rules, act of God, earthquakes, tempest, and flood. 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, nor
- b) Any event which a diligent Party could reasonably have been expected to both-
  - Take into account at the time of the conclusion of the Agreement, and
  - Avoid or overcome in the carrying out of its obligations hereunder.

If a Force Majeure situation arises, the Contractor shall promptly notify the ICAI in writing of such conditions and the cause thereof. Unless otherwise directed by the ICAI in writing, the Contractor shall continue to perform its obligations under the contract 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 due to any Force Majeure event, ICAI may terminate the Contract.

## **SECTION V**

### **SPECIAL CONDITIONS OF CONTRACT**

## **SECTION V – SPECIAL CONDITIONS OF CONTRACT**

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### **ADDITIONAL CONDITIONS**

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## 1. GENERAL

- i) These Special Conditions of Contract shall be read in conjunction with the General Conditions of Contract and other parts/sections of the Tender Documents. In case any provisions in these Special Conditions (given herein below) are at variance with the General Conditions and/or other sections of the Tender Documents, the Special Conditions shall be deemed to take precedence there over.
- ii) In General Conditions and other parts of the Tender/Contract Documents, if it is stated that the Engineer-in-Charge will issue Approvals, Orders, Certificates for Payments, Completion Certificates, Drawings, Designs, Decisions, and Instructions etc. this shall mean that the Engineer-in-Charge shall first obtain the same in writing from ICAI/Architects before issuing it to the Contractor.
- iii) The Contractor shall carry out and complete the said work in every respect in accordance with this Contract and with the directions of and to the satisfaction of the ICAI /Architect. The Architect may in his absolute discretion and from time to time, issue further drawings and/or written instructions, details, directions and explanations which are hereinafter collectively referred to as 'Architect's Instructions' in regard to:
  - a) The variations or modifications of the designs, quality or quantity of works or the addition or omission of works or the addition or omission of substitution of any work.
  - b) Any discrepancy in the drawings or between the Bill of Quantities and/or drawings and/or specifications.
  - c) The removal and/or re-execution or any works executed by the Contractor.
  - d) The removal from the site of any material brought thereon by the Contractor and the substitution of any other material therefor.
  - e) The dismissal from the works of any person employed there upon.
  - f) The opening up of any covered works for inspection.
  - g) The amending and making good of any defects regarding removal of improper works and materials etc.

The Contractor shall forthwith comply and fully execute any work comprised in such Architect's Instruction provided always that verbal instructions, directions and explanations given to the Contractor or his representative upon the works by the Architect shall, if involving a variation be confirmed in writing by the Contractor within 7 days to the Architect, else such shall be deemed to be the Architect's Instructions within the scope of the Contract.

- iv) The CONTRACTOR should inspect and examine the site and its surrounding thoroughly and should acquaint himself about the nature of ground, sub-soil conditions, topography of site, existing structure(s), availability of water, food stuff, labour and other facilities, before tendering for this work. No claims shall be entertained for his failure in this matter.
- v) Suitable areas at site as proposed by the CONTRACTOR and approved by the ARCHITECT/CONSULTANT will be given for site-offices, stores, stockyards and labour camps. All necessary temporary roads, culverts, structures, guards, fencing and enclosures etc. shall be erected and maintained by the CONTRACTOR at his own cost. The Dewatering of all accumulated water in all locations on work site from whatever source of cause until the virtual completion of the entire work shall be done at CONTRACTOR'S own cost. The CONTRACTOR shall clear the site of work as per the instructions of the ARCHITECT. The site shall be delivered in a clean and neat condition within a period of one week after Virtual Completion. In case of failure to comply with this requirement by the CONTRACTOR the ICAI may at the advice of the ARCHITECT have the sites cleared by another CONTRACTOR and deduct the cost of carrying out the work from sums due to the CONTRACTOR.
- vi) The Contractor shall provide and maintain at the site throughout the period of works the following at his own cost and without extra charge, the cost being held to be included in the contract rates: -
  - a) All labour, materials, plant, equipment, and temporary works are required to complete and maintain the works to the satisfaction of the ARCHITECT/ICAI.
  - b) Lighting for night work and also whenever and wherever required by the ENGINEER IN- CHARGE.
  - c) Temporary fences, guard lights and protective work necessary for protection of workmen, supervisors, Engineers, or any other persons permitted to have access to the site.
  - d) All equipment, instruments and labour required by the ENGINEER-IN-CHARGE for measurement of the work.
  - e) The separate site offices shall be provided for CONTRACTOR's own staff along with other storage structures/stockyards etc. to keep his own and ICAI's supplied materials, Tools, Plants and Equipment's etc. The necessary safety, security, water and protection against rain, sun, and theft etc. is to be provided for all site offices/structures etc.
  - f) A temporary enclosure (whenever and wherever required) along the periphery of the site by erecting ply board panels or C.G.I. sheets or M.S. sheets (Minimum height 2.5 meters fixed on wooden posts / M.S. Angle posts etc. with suitable entry gates etc. shall be erected by the Contractor after obtaining permission for the same.
  - g) The Display Boards for the Project shall be supplied and erected as per given sizes, specifications, and descriptions and at specified locations, as approved by ICAI/ARCHITECT.

## vii) INFORMATION TO BE SUPPLIED BY THE CONTRACTOR AT THE COMMENCEMENT OF THE CONSTRUCTION

The Contractor shall submit the following information within 10 days of the date of issue of Letter of Intent/ Work Order of works:

- a) Operational method of the site, i.e., holidays, working hours

- b) Temporary layout plan
- c) Overall schedule of the Construction
- d) Sub-CONTRACTOR's list
- e) Security and management of the site
- f) Submittal schedule of the Construction drawings/shop drawings
- g) Time schedule of the necessary applications to the Authorities
- h) Time schedule of the major inspection

viii) The CONTRACTOR shall

- a) plan, engage, deploy his men, materials and machineries in such a way that suits best in the interest of the progress of the works and no claims on account of idle labour, manpower and machinery shall be entertained at any stage for reasons whatsoever it may be.
- b) comply with all Safety Rules, Labour Rules, Workmen's Compensation Act, Minimum Wages Act, Building Byelaws, Rules and Regulations of Local Authorities or State Government as applicable to the works. The CONTRACTOR shall bear all the Sales Tax, Royalty, Octroi, labour cess and other Taxes, charges etc., as applicable for such works.
- c) take all precautions to avoid all accidents by providing and exhibiting necessary Caution Boards Day and night, speed limit boards, Red Flags, Red Lights and by providing barriers etc. He shall be responsible for any/all damages and accidents caused due to negligence on his part or his workers/subcontractors/Agencies working at site and to the ICAI'S of the adjoining areas and to traffic etc., during the execution of work.
- d) Note that during working at site, some restrictions may be imposed by ENGINEER-IN- CHARGE/SECURITY STAFF of ICAI or local authorities regarding safety and security etc. on the working and/or movement of labour, materials etc. The CONTRACTOR shall be bound to follow all such restrictions/instructions and nothing extra shall be payable on this account. No materials, machinery etc., whether belonging to ICAI or CONTRACTOR, shall be allowed to go out of the site premises without the written authority/gate pass to be issued by EMPLOYER/ENGINEER-IN-CHARGE.
- e) note the fact that during the currency of this contract, works on other services which are outside the scope of the work of this contract, may be entrusted for execution to other Agencies. The Contractor shall permit full access and afford all co-operation and facilities for such other agencies or departmental workmen, if any, engaged by ICAI; to carry out their part of works in the site premises. Any damage done to the existing structures during the execution of works shall be made good by the CONTRACTOR at his own cost and the rectification/ re installment /making good etc., shall conform to the standard of materials originally used on the work and shall match with existing work in all respects to the entire satisfaction of the ARCHITECTS/ENGINEER-IN- CHARGE.
- f) bear all incidental charges for cartage to site, local carriages within the site, storage and safety custody or all materials. Suitable godowns shall be erected, at places to be indicated by ENGINEER-IN-CHARGE at site for the proper storage of all materials, for their safety against damages.
- g) Facilities such as power and water will be provided by the main contractor to other contractors on a payment basis, based on sub-meter readings. Sub-Meters to be installed by other contractors at their own cost. The client shall deduct overall consumption charges for both water and electricity from the main contractor only.
- h) 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) Ensure that all materials to be used in the work shall be as per Specifications applicable and shall be got approved from ICAI/ARCHITECTS/CONSULTANTS before incorporating /procuring them at site. Unsound materials shall be removed or dismantled at his own cost and replaced free of cost. All tests of materials/water etc. shall be done at CONTRACTOR'S cost in approved laboratories, to be indicated by ICAI/ARCHITECTS/CONSULTANTS.
- j) bear all incidental charges for cartage to site, local carriages within the site, storage and safety custody or all materials. Suitable godowns shall be erected, at places to be indicated by ENGINEER-IN-CHARGE at site for the proper storage of all materials, for their safety against damages. Cement shall be stored in a waterproof separate go down with brick paved flooring provided with a single lockable door. The cement shall be received/ issued into/from the go down with the knowledge of ICAI/ ENGINEER-IN-CHARGE and a proper record for its daily receipt/issues shall be maintained.
- k) Note that no compensation shall be payable to the CONTRACTOR for any damage caused by rain, lightning, wind, storm, floods, tornado, earthquake or other natural calamity during the execution of work. He shall make good all such damages at his own cost; and no claim on this account will be entertained.
- l) remain fully responsible for safety, soundness of workmanship and water tightness of the works wherever water proofing treatment are done and shall execute a Guarantee Bond on Stamp paper of a requisite value for any leakage/ seepage/ failure of water proofing systems for period of 10 years (Minimum).
- m) obtain the virtual completion certificate from the ICAI/ARCHITECTS/CONSULTANTS as soon as the works are completed as per contract and to the entire satisfaction of the ICAI. The 12 months defects liability period and release of Security Deposit installments shall be reckoned from the date of virtual completion.
- n) Note that no interest shall be payable on account of delay in payments of bills, release of Earnest Money deposits and/or release of Security Deposits. No interest shall accrue on Earnest Money Deposit / Security Deposits.

- ix) Coordination of Work:
  - a) The CONTRACTOR shall consult all appropriate Drawings and Specifications in order to carry out all aspects and phases of the installation (s) without interference to other portions of the work, and shall verify all dimensions, details, locations, etc. with the Drawings and/or Specifications of all other Divisions where appropriate.
  - b) Minor changes in the routing of piping conduit and/or in the location of equipment to avoid conflict with other Divisions may be required without additional cost to the ICAI. If such changes do not constitute a modification in the intent of the system or installation(s), conflicts of this nature shall be resolved in the field. In all cases, however, interpretation of what constitutes a modification in the intent of the system or installation(s) shall be made by the ARCHITECT/ICAI.
  - c) Major alterations, deletions, additions and/or questions of intent shall be referred in advance, and in writing, to the ARCHITECT /ICAI for a decision.
- x) Cutting and Repairing Openings:
  - a) The CONTRACTOR shall cooperate with work to be done under other sections and Divisions by providing full information in advance as to openings required in walls, slabs and footings for all piping, duct, conduit and equipment, including information on the proper positioning of sleeves.
  - b) Any drilling or cutting required to carry out work under this contract shall be the responsibility of the CONTRACTOR, and the cost thereof shall be borne by him.
  - c) All holes through existing concrete shall be core drilled or saw cut. For any holes in concrete, the CONTRACTOR shall provide, accurate position and install sleeves in the form(s) before the pouring of the concrete. The CONTRACTOR shall pay any additional costs that may be required for cutting any holes as a result of the incorrect positioning of sleeves. All holes through existing concrete shall be core drilled or saw cut. The CONTRACTOR shall seek and obtain the prior written approval of the ARCHITECT/ICAI before drilling or cutting any holes in existing concrete.
  - d) It shall be the responsibility of the CONTRACTOR to ascertain that all chases and openings are properly located.
- xi) Cleaning and Protection:
  - a) The CONTRACTOR shall keep the work clean and free of waste. All materials delivered to the job site shall be promptly stored in an approved area to minimize congestion or interference with other trades or with the orderly progress of the work.
  - b) Debris of any kinds shall be removed from the exterior and interior of all equipment, piping, conduit, junction boxes, ductwork, accessories, and appurtenances upon completion of the work, and prior to the operation of any system and/or final inspection or and testing.
  - c) The CONTRACTOR shall provide for the safety and good condition of any and all equipment and/or materials until final acceptance by the ARCHITECT/ICAI.
  - d) The CONTRACTOR shall protect all materials and equipment from damage, provide adequate and proper storage facilities during the progress of the work, and take special care to provide proper protection for bearings, open connections, etc.
- xii) Shop Drawings :The Contractor shall prepare detailed shop drawings and obtain necessary approval from the Engineer- in-Charge, before execution of items of work such as Aluminum Works, Stainless Steel Works etc.
- xiii) As Built Drawings : The CONTRACTOR shall submit 2 sets of As Built Drawings and the floppies for all trades of work to the ENGINEER- IN-CHARGE for his approval along with the Final Bill.
- xiv) Permissions and Licenses: The CONTRACTOR shall be responsible for obtaining all due sanctions and the completion certificate of the building from the statutory authorities before or within one month of the virtual completion of the building. He will be provided with all requisite assistance by the ICAI and architect but will be reimbursed only for legal & valid receipts produced against the above sanctions. The ICAI will entertain no claims without official receipts.

## **2. ELECTRICITY AND WATER FOR CONSTRUCTION**

The Contractor shall arrange temporary water and electricity connections at his own cost.

## **3. TAXES, DUTIES, AND INSURANCE**

The Tenderer shall include all Government taxes, duties, cess, charges such as VAT/WCT, Sales tax, Service Tax, Labor cess, GST etc. in the bid price. All expenses towards insurance costs to be included in the bid price.

#### **4. SECURED ADVANCE**

The CONTRACTOR, on signing an indenture in the form to be specified by the Engineer-in- Charge, shall be entitled to be paid during the progress of the execution of the work up to 65 % of the material cost against (submission of invoice) or 65% of item rate, whichever is less, for materials which are non-perishable, non-fragile and non- combustible and are in accordance with the contract and which have been Brought on the site in connection therewith and are adequately stored and/ or protected against damage by weather or other causes but which have not at the time of advance been incorporated in the works. Such advances shall be deducted completely in the next RA bill. Material advance can be claimed only in the following R.A. Bill and no separate bill shall be raised. Secured Advance may be released without delivery of material but Bank Guarantee of 110% value to be submitted by the bidder.

Materials against which advance is paid shall not be removed from site. Undertaking should be given by CONTRACTOR to Employer, stating that materials remains in safe custody of CONTRACTOR, is safeguarded against losses due to the CONTRACTOR postponing the execution of the work or due to shortage or misuse of the materials, or any unstated reason. In case, the Contractor has claimed and received Mobilization Advance the request/Bill for Secured Advance shall not be entertained.

#### **5. ACCESS TO SITE AND ENVIRONMENT**

The Contractor shall acquaint himself with the proposed site of work, conditions at worksite, its sub- soil strata, underground water table and its approach roads to the site of work, plot boundaries and other site environment before filing quotations.

#### **6. INSTALLATION PROGRAMME**

The Contractor shall submit detailed installation program within first week of allotment of work showing bar chart, progress of work, financial flow, decision required and the no of skilled unskilled labours to be provided.

#### **7. RATES**

Rates quoted in the BOQ shall be inclusive of all taxes, leads, lifts, handling costs, transportation, local or outstation, wastage etc. In case any activity, though specifically not covered in description of Bill of Quantities but is required to complete the work as per scope of work, scope of supply, specifications, standards, drawings, General Conditions of contract, special conditions of contract or any other part of tender documents, the quoted rates shall be deemed to be inclusive of cost incurred for all such activities.

#### **8. SECURITY**

The Contractor shall make its own security arrangements for protection of installation material and equipment.

#### **9. COMPLIANCE TO GOVERNMENT REGULATIONS AND BUILDING BYE LAWS**

- i) The work shall be carried out in the manner complying in all respects with requirements of relevant Byelaws of the local body under the jurisdiction of which the work is to be executed or as directed by Project Engineer/ ICAI and nothing extra shall be payable on this account.
- ii) The work of water supply, internal sanitary installations and drainage work etc. shall be carried out as per local Municipal Corporation or such local body byelaws and the contractor shall produce necessary completion certifications, wherever required, from such authorities after completion of work.
- iii) Water tanks, taps, pipes, fittings and accessories shall conform to byelaws and specifications of the Municipal body/Corporation. The contractor should engage licensed plumbers for the work and get the materials (fixtures and fittings) tested by the Municipal- Authorities, wherever required, at his own cost and nothing extra shall be payable.
- iv) The contractor shall comply with proper and legal orders and directions of the local or public authority or municipality and abide by their rules and regulations and pay all fees and charges which may be liable.
- v) The contractor shall give due notices to Municipal, Police and / or other authorities that may be required under the law /rules under force in the area and obtain all requisite licenses for temporary obstructions/enclosures and pay all charges which may be leviable on account of his execution of work under the agreement. Nothing extra shall be payable on this account.
- vi) The contractor shall comply with bye laws of Fire Fighting Department, wherever required, & obtain a certificate of completion from them. No extra claim shall be admissible on this account.

## **10. MATERIAL SUPPLIED BY ICAI**

No material will be supplied/issued by the ICAI. The contractor will have to arrange all the materials required for the work including all costs such as transportation, Loading- Unloading, levy, taxes etc.

## **11. SAFETY NORMS**

Safety norm to be follow up all work at all height including safety nets, safety shoes, safety belts etc. without any extra cost to the client.

## **12. ADDITIONAL CONDITIONS**

### **i) INSPECTION AND TESTING**

- a) The ICAI shall carry out inspection and testing at manufacturer's works for items such as transformers, circuits, breakers, cables, relays, protection system etc. covered under this contract. No equipment shall be delivered without prior written confirmation from PMC. In case factory inspection is carried out then all travelling and lodging expenses shall be borne by ICAI for maximum two persons. All expenses related to testing shall be to Contractor account. Tests on site for completed works shall demonstrate the following, among other things.
  - b) That the equipment installed complies with specifications in all respects.
  - c) That all items operate efficiently and quietly to meet the specified requirements.
  - d) That all electrical circuits are correctly protected and that protective devices are properly coordinated.
  - e) The contractor shall provide all necessary instruments and labour required for testing, shall make adequate records of test procedures and readings, shall repeat any tests requested by the PMC and shall provide test certificate signed by a properly authorized person. Such test shall be conducted on all materials and equipment and tests on completed work as called for by the PMC at contractor's expenses unless otherwise called for.
  - f) If it is proved that the installation or part thereof is not satisfactorily carried out, then the contractor shall be liable for the rectification and retesting of the same as called for by the PMC whose decision as to what constitutes a satisfactory test shall be final.
  - g) The above general requirements as to testing shall be read in conjunction with any requirements specified elsewhere.

### **ii) ACCESSIBILITY**

The Contractor shall locate all equipment which must be serviced, operated, or maintained in fully accessible positions. The exact location and size of all access panels, required for each concealed, valve or other devices requiring attendance, shall be finalized and communicated in sufficient time, to be provided in the normal course of work, failing which the Contractor shall make all the necessary repairs and changes at his own expense. Access panel shall be standardized for each piece of equipment / device /accessory and shall be clearly nomenclature / marked.

### **iii) COMPLETION OF INSTALLATION**

On completion of the installation, a certificate shall be furnished by the contractor, counter signed by the licensed supervisor, under whose direct supervision the installation was carried out. This certificate shall be in the prescribed form as required by the local authority.

The contractor shall be responsible for getting the entire electrical installation duly approved by the local authorities concerned, and shall bear expenses if any, in connection with the same.

### **iv) BALANCING AND TESTING**

Balancing of all water systems and all tests as called for shall be carried out by the contractor through a specialist group, in accordance with the Specifications and Guidelines / Standards. The installation tests shall be carried out in the presence of the representatives of the Architect/Consultant and ICAI's site representative and the defects, if any shall be removed.

### **v) COMPLETION DRAWINGS**

The contractor shall periodically submit completion drawings as and when work in all respects is completed in a particular area. These drawings shall be submitted in the form of two sets of CD's and four portfolios (300 x 450 mm) each containing a complete set of drawings on approved scale indicating the work as - installed. These drawings shall clearly indicate complete plant room layouts, piping layouts, location of wiring and sequencing of automatic controls, location of all concealed piping, valves, controls, wiring and other services. Each portfolio shall also contain consolidated control diagrams and technical literature on all controls. The contractor shall keep one set of these consolidated control diagrams in a glass frame, in the plant room.

#### **vi) OPERATING INSTRUCTION & MAINTENANCE MANUAL**

Upon completion and commissioning of WORK, the contractor shall submit a draft copy of comprehensive operating instructions, maintenance schedule and log sheets for all systems and equipment included in this contract. This shall be supplementary to manufacturers' operating and maintenance manuals. Upon approval of the draft, the contractor shall submit four (4) complete bound sets of typewritten operating instructions and maintenance manuals; one each for retention by Consultant and ICAI's site representative and two for ICAI'S Operating Personnel. These manuals shall also include basis of design, detailed technical data for each piece of equipment as installed, spare parts manual and recommended spares for 4-year period of maintenance of each equipment. Preventive Maintenance Schedule for each equipment / panel shall be submitted along with Operation and Maintenance Manual.

#### **vii) ON SITE TRAINING**

Upon completion of all work and all tests, the Contractor shall furnish necessary operators, labor and helpers for operating the entire installation for a period of fifteen (15) working days of ten (10) hours each, to enable the ICAI'S staff to get acquainted with the operation of the system. During this period, the contractor shall train the ICAI'S personnel in the operation, adjustment and maintenance of all equipment installed.

**SECTION VI**

**TENDER FORM & APPENDIX TO TENDER FORM**

## **SECTION VI -TENDER FORM & APPENDIX TO TENDER FORM**

### **TABLE OF CONTENTS**

#### **Clause No Description**

##### **1. Tender Form & Appendix to Tender Form**

## TENDER FORM & APPENDIX TO TENDER FORM

To

The Institute of Chartered Accountants of India, ICAI Bhawan, Post Box No. 7100, Indraprastha Marg, New Delhi – 110002.

Sub: Tender for .....

Dear Sir,

I/We do hereby tender 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 I/We have read very carefully.

### **MEMORANDUM:**

With reference to your Tender Document dated DD-MM-YYYY, published in newspaper/Website dated .....

I/we, M/s ..... having examined the Tender Document for .....

..... hereby submit my/our offer in accordance with the terms and conditions and within the time mentioned in the Tender Documents at the price quoted by me/us in the Financial Bid being submitted separately duly signed in a sealed cover as required along with Technical Bid.

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

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

I/We accept that you are not bound to accept the lowest tender or bound to assign any reason for rejecting my/our tender.

I/We confirm having enclosed herewith a Payee Demand Draft or Banker's Cheque No/UTR No..... dated..... for Rs...../- (Rupees ..... ) including GST issued by Bank in favour of "The Secretary, The Institute of Chartered Accountants of India" against the cost of **Tender Form**.

I/We, in terms of provision of tender conditions, hereby enclose a Payee Demand Draft, Fixed Deposit Receipt, or Bank Guarantee bearing No ..... dated..... for Rs-----/- (Rupees..... only) issued by-----Bank in favour of the "The Secretary, The Institute of Chartered Accountants of India" towards ***Earnest Money Deposit***.

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

I/ We understand and accept the Payment Terms as stipulated in the General / Special Conditions of tender documents. Further I/ We agree upon as below:

- i) I/ We, the undersigned, hereby offer to undertake the cited work at the respective rates quoted by me/ us in the Financial Bid in strict accordance with the contract conditions and instructions issued/ to be issued by ICAI and/ or their representatives, from time to time.
- ii) I/We undertake to comply with the requirements, as required by ICAI from time to time, within the stipulated period as mentioned in the tender documents.
- iii) I/We shall make available to the ICAI any additional information it may deem necessary or require for supplementing or authenticating the proposal.

- iv) I/We acknowledge the right of the ICAI to reject my/ our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
- v) I/We certify that in the last.....years, I/ we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or contract nor have had any contract terminated for breach on our part.
- vi) I/We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/Managers/employees etc.
- vii) I/We agree and understand that the bid is subject to the provisions of the Tender document. In no case, shall I/we have any claim or right of whatsoever nature if the Work/ Project is not awarded to me/us or our proposal is not opened or rejected.
- viii) I/We have studied Tender and all other documents carefully and also surveyed the Project site. I/ We understand that, I/ we shall have no claim, right or title arising out of any documents or information provided to me/ us by the ICAI or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of the Work/ Project.
- ix) I/ We understand that ICAI is not bound to accept any proposal received by it.
- x) I/We further agree that within        days of issue of intimation of acceptance of my/our tender, I/We shall be bound to furnish Performance Security of Rs        in the form of Bank Guarantee. I/ We also agree that the written intimation of acceptance by ICAI in this regard, shall be binding on me/ us, whether such formal contract is or is not subsequently entered into. I/ We also agree that our contract shall stand cancelled and also you shall be at liberty to forfeit the Earnest Money Deposit and Performance Security in case I/We do not commence the work within stipulated or prescribed time after intimation of acceptance of my/our tender.
- xi) I/We shall not assign the contract nor shall I/We sublet any portion of the contract, except with prior written consent of ICAI.
- xii) I / We accept that you are neither bound to accept the lowest tender nor bound to assign any reason for rejecting or returning of my / our Tender.

ICAI and its authorized representatives are hereby authorized to conduct any enquiry to verify the statements, documents and information submitted in connection with this application/offer and to seek clarification from our bankers and clients regarding any financial and technical aspect. This letter of application will also serve as authorization to any individual or authorized representative of any Institution referred to in the supporting information to provide such information as deemed necessary and as requested by ICAI to verify the statement and information provided in this application such as the resources, experience and competence of the applicant.

ICAI and its authorized representative may contact the following person for information: -..... This application/ Bid is made/ submitted with full understanding that:

- (a) Bids of applicants will be subject to the verification of all information submitted for appointment at the time of bidding.
- (b) ICAI reserves the right to:
  - Amend the scope and
  - Reject or accept any Bid, cancel the appointment process and reject all Bids

The undersigned declares that the statements made and information provided in the duly completed Bid along with the annexures, appendix is complete, true and correct in every detail. It is further understood that furnishing of wrong or misleading or incomplete information or suppression of facts or canvassing in any form will lead to disqualification.

I/ We agree and undertake to abide by all the terms and conditions of the Tender Document.

Yours faithfully,

Name of the Partner /Officer of company Signature of Partner / Officer of company

Seal of company

Date:

**APPENDIX TO THE FORM OF TENDER**

<b>SI No.</b>	<b>Clause No.</b>	<b>Brief Description of Clause</b>
1.	Name of Work	Comprehensive renovation/civil, interior & furnishing (cost of work Rs. 0.55 Crore Approx.-)
2.	Cost of Tender Document	<b>Rs 1000/-+(18% GST)</b> (Non-refundable) + <b>Rs 500/-</b> (in case requested by post) exclusive of GST.
3.	Earnest Money Deposit	In the form of Demand Draft/ Bank Guarantee for an Amount of <b>Rs.120000/-</b> in favor of the <b>Secretary, The Institute of Chartered Accountants of India, payable at New Delhi.</b>
4.	Validity of the BID	90 days from the last date of submission of Bids.
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.	90 Days
7.	Signing of Contract Agreement	Within 10 days of issue of Letter of Intent/ Work Order
8.	Performance Security	5% of the contract amount (to be submitted before signing agreement) in the form of Bank Guarantee in favour of the Secretary, ICAI, payable at New Delhi. The validity of which will be upto completion of contract including Defect Liability Period plus 90 Days.
9.	Release of Performance Security	Full performance security (5%) shall be refunded after completion of the contract including Defect Liability Period Plus ninety days.
10.	Mobilization Advance	10% of the Contract price against submission of BG equivalent to 110% of advance amount, valid till the Completion Period of contract period. Recovery shall be made for the mobilization advance paid in two installments starting from the first interim R A Bill
11.	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. BG will be valid till completion of contract period including defect liability period plus 90 days. No interest shall be payable on this amount.
12.	Release of Retention Money	50% of same shall be released along with Final Bill and remaining 50% after completion of Defect Liability Period plus 90 days.

13.	<b>Insurance</b>	<ul style="list-style-type: none"> <li>➤ Contractor's All Risk Insurance Policy to inter alia cover the following: <ul style="list-style-type: none"> <li>• Contract Price plus 10% for the period of completion of the works + defect liability period.</li> <li>• Civil commotion, riots, war, earth quake, terrorist attack and other disturbances.</li> <li>• All Plant and machinery owned by the Contractor for the project.</li> <li>• Damage insurance against loss or damage by fire or any other disaster to the works during installation until its completion.</li> </ul> </li> <li>➤ Workmen Compensation Policy to be taken by contractor.</li> <li>➤ Third Party Insurance Policy</li> </ul> <p>Any other insurance policy not referred above but mandatory to indemnify ICAI against all types of losses.</p>
14.	Secured Advance on Non-perishable Material	75 % of the material cost (against submission of invoice) or 65% of item rate, whichever is less.
15.	Running Account Bills	Max. 2 bills per month will be entertained. No bill value should be less than Rs.5 lacs.
16.	Payment of Running Account Bills	Within 21 days from the date of submission of bill, if found in order All bills along with measurements to be checked by PMC/ Architect. However, if the ICAI feels, they may get it cross-checked.
17.	Final Bill	Contractor to submit the final bill within 30 days of issue of virtual completion certificate. PMC / Architect to certify in next 30 days. ICAI to release payment in next 30 days. Final bill to be released on fulfillment of contractual obligations.
18.	Taxes and Duties	All the Government taxes and duties such as GST, Sales tax, Service Tax, Labor Cess etc. to be included in the bid price.
19.	Freight, Insurance, Packing, Forwarding, Loading & Unloading	Freight, Insurance, Packing, Forwarding, Loading & Unloading etc. to be included in the bid price.
20.	Quantity Variation	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.
21.	Escalation	No Escalation shall be payable during the contract period, whatsoever may be the reason.
22.	Electricity & Water	Electricity, drinking water and water for construction to be arranged by CONTRACTOR at his own cost.
23.	Period of Maintenance/ Defect Liability Period	12 (twelve) Months from the date of satisfactory completion and handing over the job by the contractor.
24.	Liquidated Damages	0.5 % of the contract value for every week of delay subject to a maximum of 10% of the contract value.
If the rates for altered, substituted or additional work are not specifically provided in the tender, then such rates will be derived from the rates for a similar class of work as specified in the tender.		

- 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 Local PWD or 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 labour (for which CONTRACTOR shall produce sufficient proof) plus 15% to 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:.....

**SECTION – VII**  
**EVALUATION FORMATS**

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**FORM 'A'**  
**FINANCIAL INFORMATION**

**I. 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
2024-25			
2023-24			
2022-23			
2021-22			
2012-21			

**II. Financial arrangements for carrying out the proposed work:**

Signature of Chartered Accountant with Seal

Signature of Tenderer(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./Shri....., having marginally noted address customer of our bank are/is respectable & can be treated as good for any engagement up to 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**

(1) Bankers certificates should be on letter head of the Bank, sealed in cover addressed to tendering authority.  
(2) In case of partnership firm, 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
	<b>Earth moving equipment</b> 1.Excavators (various sizes)									
	<b>Equipment for hoisting &amp; lifting</b> 1.Tower 2.Builder's hoist									
	<b>Equipment for concrete work</b> 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)									
<b>Equipment for building work</b>										
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									
<b>Equipment for road work</b>										
1.	Road rollers									
2.	Bitumen paver									
3.	Hot mix plant									
4.	Spreaders									
5.	Earth rammers									
6.	Vibratory road rollers									
<b>Equipment for transportation</b>										
1.	Tippers									
2.	Trucks									
<b>Pneumatic equipment</b>										
1.	Air compressor (diesel)									
<b>De-watering equipment</b>										
1.	Pump (diesel)									
2.	Pump (electric)									
<b>Power equipment</b>										
1.	Diesel generators (Any other plant/equipment)									

Signature of Bidder(s)

**FORM "I"****Statement of Arbitration and Disputes**

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

**Signature, Date & Seal of Authorized Representative of Tenderer(s)**

**Date:**

**Place:**

**SECTION – VIII**

**AGREEMENT**

## SECTION - VIII

### AGREEMENT

This Agreement is made on this \_\_\_\_\_ day of \_\_\_\_\_ 202..... at \_\_\_\_\_

#### BETWEEN

THE INSTITUTE OF CHARTERED ACCOUNTANTS OF INDIA, 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, representatives, administrator etc. of the ONE PART;

AND

....., 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

- A** The ICAI is desirous that..... at ----- Branch of ---- of ICAI ----- (hereinafter referred to as 'Contract Work') should be executed as mentioned, enumerated or referred to in the tender including Press Notice Inviting Tender, General Conditions of the Contract, Special Conditions of the contract, Specifications, Drawings, Plans, Time Schedule of completion of jobs, Schedule of Quantities and Rates, Agreed Variations, other documents and has called for Tender vide Tender Document No, ..... Dated .....
- B** 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.
- C** The tender documents including the ICAI's Press Notice Inviting Tender, Instruction to bidder, General conditions of contract, Special Conditions of Contract, Schedule of Quantities and Rates, General obligations, Specifications, 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 tender of the Contractor for executing the contract work(s), conveyed vide letter No \_\_\_\_\_, dated \_\_\_\_\_, at 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, IN CONSIDERATION OF THE RECIPROCAL PROMISES AND OBLIGATIONS AND MUTUAL COVENANTS BETWEEN THE PARTIES BEING RECORDED HEREIN AFTER, THE PARTIES HERETO HAVE ENTERED INTO BY AND BETWEEN THEM, THIS AGREEMENT WHICH WITNESSETH AS FOLLOWS:**

1. That in consideration of the payment of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only), hereinafter referred to as the 'Contract Price', to be made by the ICAI to the Contractor for the work to be executed by him, the Contractor hereby covenants with the 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.
2. That the contract work shall be completed within ..... months from the date of handing over the site to the Contractor or from the 10<sup>th</sup> day of the receipt by the Contractor, the work order issued, 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's Architect ..... in writing towards extension of time in consultation with the ICAI.
3. That the Contractor has furnished performance Bank Guarantee No. \_\_\_\_\_ dated \_\_\_\_\_ for Rs. \_\_\_\_\_/-(an amount equal to ..... % of the contract value), issued by \_\_\_\_\_ (bank) ..... 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.
4. That 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. It is further agreed between the parties that Retention Money shall be released along with final bill and remaining 50% shall be released after completion of 'Defect Liability Period'. No interest shall be payable by ICAI on this amount.
5. The Performance Security Deposit/Bank Guarantee will be released upon expiry of Defect Liability Period of 12 months plus claim period (90 days) 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.
6. The Contractor further agrees that in the event of increase in the costs, in actual execution, proportionate additional performance security shall be provided by the contractor or recovered from the subsequent payment due to the contractor. The validity of Performance Security shall be suitably extended in the event of extension of time of the contract.
7. 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 will 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 time in such manner as prescribed for in the contract.
8. 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 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 and exclusively 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 of site and to remove the Contractor, their servants, agents and materials belonging to the Contractor and lying on the site.
9. 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.

## 10. REPRESENTATIONS AND WARRANTIES

The Contractor represents and warrants to ICAI that:

- i. 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 Agreement and to carry out the transactions contemplated herein.
- ii. 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 Agreement and to validly exercise its rights and perform

its obligations under this Agreement.

- iii. It has financial standing and capacity to execute the Project in accordance with the terms of this Agreement.
- iv. In providing the Services, it shall not cause any disruption to ICAI's normal operations
- v. This Agreement has been duly executed by it and constitutes a legal, valid, and binding obligation, enforceable against it in accordance with the terms hereof.
- vi. The information furnished in the tender documents, Agreement documents and as updated is true in all aspects and nothing is false, suppressed or misrepresented.
- vii. The execution, delivery and performance of this Agreement shall not conflict with 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, 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.
- viii. 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 regulatory authority, the outcome of which may result in the breach of this Tender or 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 Agreement;
- ix. 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 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 Agreement.
- x. 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 Agreement.
- xi. It and its personnel, have the necessary experience, skill, knowledge and competence to perform the Contract.
- xii. 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 Agreement or for influencing or attempting to influence ICAI in connection therewith.
- xiii. 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.

## 11. FORFEITURE OF PERFORMANCE SECURITY AND RETENTION MONEY

The Performance Security, Retention Money and any amount due and payable by the ICAI to the Contractor shall be liable to be forfeited by the 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, Performance Security, Retention Money and any other amount due and payable by ICAI to the Contractor, shall liable to be forfeited in the following conditions also:

- i. The Contractor modifies its application price unilaterally or places any additional condition or request to change any of the terms and conditions of the Tender document or Letter of Intent/Work order any time during the Contract Period.
- ii. The Contractor withdraws its offer during the period of the Agreement.
- iii. The Contractor refuses or fails to execute the Work awarded to him as per the agreed timelines for various stages in the contract work.
- iv. The Contractor fails to perform the work to the satisfaction of the ICAI.
- v. The Contractor is found to be indulged in Canvassing in any form or indulge in fraud or corruption, Bid Rigging, Collusive Bidding, Misrepresentation, Mal Practices etc. Or any other corrupt practices in any form or in connection with the tender or this agreement.
- vi. The Contractor is found to be suppressing the information or furnishing wrong information or indulging in misrepresentation or misstatements and/or submitting documents which are fabricated or forged.
- vii. The Contractor fails to honor or refuses to comply with or modifies any or all terms and conditions of the Tender and/ or Agreement or puts any condition after being declared as successful bidder.
- viii. The Contractor fails to make good the deficit of Security Deposit within ..... days of the notice of demand

by ICAI.

- ix. The Contractor fails to pay the Liquidated damages and/ or Penalty within stipulated time as provided herein.
- x. If the successful bidder violates any of the applicable laws including rules, regulations, notifications, orders, directions, guidelines, Acts etc.
- xi. The Contractor fails to submit Additional Performance Security as per the requirements of ICAI.
- xii. The Contractor fails to keep all the information/ details /drawings /material specification confidential and fails to maintain secrecy.
- xiii. If any amount which ICAI becomes liable to pay to the Govt/ third party on behalf of any default of the contractor or any of his servant/agents.
- xiv. Any payment/fine made under an order judgment of any court/consumer forum or law enforcing agency or any person working on his behalf.
- xv. 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.
- xvi. The Contractor fails to handover the Insurance Policy including renewed Insurance Policy in original.
- xvii. 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.
- xviii. Successful bidder fails to suitably extend the validity period of the Performance Security in the form of Bank Guarantee in the event of extension of time of the contract.

## **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 ALWAYS that any consent given by ICAI for assigning contract works or any part thereof will not absolve the Contractor from the full and entire 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:**

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 dues payable or becomes payable to the Contractor. The Contractor will 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 the Sub-contractor for the execution of work or for any reason whatsoever. The Contractor shall submit to the owner at periodic intervals the evidence for discharge of statutory contribution under ESI Act and PF Act and other statutory liabilities for which the Contractor or Sub-contractor is liable. 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, either by the deduction from any amount payable to him by the owner under any contract or as a debt payable by the Contractor to the owner.

## **15. OTHER STATUTORY OBLIGATIONS:**

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 any contract. The Contractor shall submit written confirmation together with evidence to the ICAI at periodical intervals to the effects that all statutory obligations have been duly complied with and the liabilities having arisen thereunder have been duly discharged as required.

## **16. STATUTORY REQUIREMENTS:**

The Contractor shall conform to the relevant statutory requirements as may be applicable including provisions of Acts of Parliament or State Legislatures and to 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 will give all necessary notices to and obtain requisite sanction and permits of and from the Municipal and any other authority in respect of the said works, the materials to be used therein and generally will comply with building and other regulations of such authorities.

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 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. 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 in order to ascertain whether or not the requirements of all such laws, regulations, rules, etc. have been compiled with by the Contractor. 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 owner then the ICAI shall without prejudice to his rights be entitled to withhold from the amount payable to the Contractor 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:**

The Contractor shall keep ICAI indemnified against all actions, suits and proceedings and all and any costs, charges, expenses, loss or damage incurred, suffered, caused to/sustained by ICAI by reason of infringement of intellectual property rights of third party or any default or breach or lapse or negligence or non-observance of any rules, regulations, laws, bye-laws etc. or non-performance or any non- payment by/on behalf of Contractor.

The Contractor shall, at its own expense, defend, indemnify, and hold ICAI harmless for damages, liabilities, claims, losses, costs, demands, suits, actions, and reasonable expenses (including but not limited to reasonable attorneys' fees and settlement costs) (collectively, "Damages") arising out of or related to any third party suits or claims brought against ICAI (i) arising out of or related to the Contractor's violation of any applicable laws, gross negligence, or wilful misconduct, or (ii) arising out of or related to any physical damage to property, or personal injury or death, caused by Contractor or any of its Affiliates, officers, directors, and employees.

If any action in any court of law is brought by a third party against ICAI or any of its representatives /officers for the failure or neglect on the part of Contractor to perform any acts, matter, covenants or things under the Contract, or for any damage or injury caused by the alleged omission or negligence on the part of Contractor, its agents/representatives or employees, Contractor shall in all such cases be responsible and indemnify and keep ICAI and/ or its representative/officers harmless from all losses, damages, expenses or decrees arising out of such action.

## **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 for each such delay. In addition to Liquidated Damages, if the delay is beyond two months, it shall render the Retention Money to be forfeited and the Contract will consequently come to an end. Further, the ICAI shall be at liberty to withdraw the work and get it executed by any other agency at Contractor's risk and cost and the site shall be vacated by Contractor immediately.

## **19. TERM:**

The contract shall be for a period of 90 days from the date as specified in the LoI. However, the contract may be extended by the EMPLOYER subject to such conditions as may be imposed by ICAI in this regard.

## **20. TERMINATION:**

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

If Contractor:

- (i) Being an individual, or 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 any Insolvency Bankruptcy Code, 2016 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 be made under Insolvency Act 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
- (ii) Being a company passes a resolution or the court 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
- (iv) Assigns, transfers or subjects or attempts to assigns transfer or sublet any portion of the works without the prior written approval of the ICAI; or
- (v) Fails to commence the work within prescribed time or within such extended time as may be permitted by ICAI at its discretion from the date of the handing over of the site and continue in that state after reasonable notice from the Architect and or ICAI.
- (vi) In the opinion of the ICAI/Architect 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 Architect and or ICAI or delays the project.
- (vi) Fails to comply with any of the terms and conditions of the contract after reasonable notice in writing with directions properly issued there under.
- (vii) Fails to complete the works, work order and items of work within individual dates for completion and clear the site on or before the date of completion.

## **21. CONSEQUENCES UPON TERMINATION**

In the event of termination of contract, for any reason whatsoever, no liability whatsoever shall exist on the part of ICAI on account of the termination of the contract.

Upon termination of the Contract for whatsoever reason, the Contractor shall handover the clean, peaceful and vacant possession of the site to ICAI. Any amount or money i.e. advance already given to the Contractor in whatever respect by the ICAI and the same has not been utilized for the purpose, would also need to be returned to the ICAI.

Further, unused material, articles etc. in whatever form shall also be returned to the ICAI with unfettered right of ICAI to use it in its original form or modified form or in any other form whatsoever. It is specifically clarified that any completed work (whether fully or partially), material etc. shall be the property of ICAI, all its rights shall vest in the ICAI and the Contractor have no right on such work, material etc.

## **22. FORCE MAJEURE**

Time shall be the essence of the contract in this regard subject however to 'Force Majeure'. For purpose of this clause, 'Force Majeure' means an event beyond the control of the contractor and not involving the contractor's fault or negligence and not foreseeable. Such events may include, but are not restricted to major changes in the present building rules, act of God, earthquakes, tempest and flood.

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, nor

- b) Any event which a diligent Party could reasonably have been expected to both-
  - Take into account at the time of the conclusion of the Agreement, and
  - Avoid or overcome in the carrying out of its obligations hereunder.
- c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

The decision of the ICAI, regarding Force Majeure shall be final and binding on the Service Provider. If a Force Majeure situation arises, the Contractor shall promptly notify the ICAI in writing of such conditions within 15 days from the date on which such condition arose and the cause thereof. Unless otherwise directed by the ICAI in writing, the Contractor shall continue to perform its obligations under the contract 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 exist for a period more than 15 days, ICAI may terminate the Contract.

### **23. POSSESSION BEFORE VIRTUAL COMPLETION**

If the Employer, with the consent of the Contractor, takes possession of part of the works for handing over to the finishing Contractor or otherwise for any reason whatsoever, such part of the work shall not be deemed to be virtually completed. Virtual completion of such work would occur only on completion of every part of the contract work.

### **24. THEFT OF PARTS**

CONTRACTOR shall be fully responsible for theft, burglary, fire or any mischievous deeds by its workers/staff and shall replace the items under such category. Any loss occurred due to negligence of CONTRACTOR or its workers shall be recovered from the CONTRACTOR.

### **25. DEFECTS AFTER COMPLETION AND PERFORMANCE GUARANTEE**

Any defect, Non - performance of System in Full or Part thereof, drop in efficacy of output beyond the warranted efficacy, damage or any other faults which may appear either in the work executed or in materials used within the "Defects Liability Period" stated in herein arising in the opinion of the Architect from materials or workmanship not being in accordance with the Contract shall upon the directions in writing of the Architect, and within such reasonable time as shall be specified therein, be amended and made good by the Contractor, at his cost unless, the Architect in consultation with the ICAI shall decide that he ought to be paid for such amending and making good and in case of default, the ICAI may employ and pay another agency to amend and make good such defects and all damages, loss and expenses consequent thereon or incidental thereto shall be made good and borne by the Contractor and such damage, loss and expenses shall be made good recoverable from him by the ICAI or may be deducted by the ICAI upon the Architect's certificate in writing from the amount retained with the ICAI or any money due or that may become due to the Contractor, deduct from such money a sum, to be determined by the Architect, equivalent to the cost of amending such works, and in the event the said amount retained and/or the other sums payable to the Contractor being insufficient, recover the balance from the Contractor.

The Contractor shall be held responsible for the safety of the building for a period of ten years counted from the expiry of the Defects Liability Period, provided herein, and shall be wholly and exclusively liable for any latent or patent defect or deficiency manifesting itself in the building during such period of ten years and affecting or likely to affect the safety of the building. An undertaking/ performance guarantee to this effect on non-judicial stamp paper of appropriate value (draft of which is attached hereto ) shall be given by the Contractor.

### **26. PENALTY**

If the performance of work/services is delayed beyond time schedule due to reasons attributed to the contractor and if the same has not been otherwise extended by the ICAI, the contractor shall be liable to pay penalty @ 10% of the total value of the contract for each delay or default.

### **27. WAIVER**

Any term or condition of this agreement may be waived at any time by the any party that is entitled for any benefit under this agreement thereof. 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, Any 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.

## 28. 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.

## 29. THIRD PARTIES

This Agreement is entered into by and between the Parties herein and intended solely for the benefit of the Parties 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.

## 30. 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.

## 31. SEVERABILITY

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 shall 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.

## 32. 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 by giving 15 days' notice and may inter- alia further award contract to any other Contractor person at the risk and cost of the defaulting Contractor. In such case, any higher price is to be paid by ICAI to the newly appointed Contractor; the same shall be recoverable from the defaulting Contractor.

## 33. 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:

## 34. 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 1 month 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. The Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings. The Seat of Arbitration

shall be at Bhubaneshwar 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.

### **35. JURISDICTION**

Subject to the arbitration agreement contained herein, any dispute between the parties arising out of this Agreement shall be subject to the jurisdiction of the Courts at Bhubaneshwar 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 for and on behalf  
of  
ICAI

Signed and delivered for and on behalf of the  
Contractor

Signature:

Signature:

Name:

Name:

Designation:

Designation:

Mobile No:

Mobile No:

IN PRESENCE OF TWO WITNESSES

1. SIGNATURE

2. SIGNATURE

NAME:

NAME:

ADDRESS:

ADDRESS:

## **SECTION – IX**

### **DECLARATIONS**

## SECTION – IX DECLARATIONS

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**Declaration of Integrity and No Conflict of Interest**

I/ We hereby declare that I/ We shall –

- a) Not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process
- b) Not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation
- c) Not indulge in any collusion, bid rigging or anti-competitive behaviour to impair the transparency, fairness and progress of the procurement process.
- d) Not misuse any information shared between the Procuring Entity i.e. ICAI and the Bidders with an intent to gain unfair advantage in the procurement process.
- e) Not indulge in any coercion including impairing or harming or threatening to do the same, directly, or indirectly, to any party or to its property to influence the procurement process.
- f) Not obstruct any investigation or audit of a procurement process
- g) Disclose conflict of interest, if any, and
- h) Disclose any previous transgressions with any Entity in India or any other country during the last three years or any debarment by any other procuring entity.

**Conflict of Interest:-**

The Bidder participating in a bidding process must not have a Conflict of Interest.

A Conflict of Interest is situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.

A Bidder may be considered to be in Conflict of Interest with one or more parties in a bidding process if, including but not limited to,

- a) Have controlling partners/shareholders in common; or
- b) Receive or have received any direct or indirect subsidy from any of them; or
- c) Have the same legal representatives for purposes of the Bid; or
- d) Have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder or influence the decisions of the Procuring Entity regarding the bidding process or
- e) The Bidder participates in more than one Bid in a bidding process. Participation by a Bidder in more than one Bid will result in disqualification of all Bids in which the Bidder is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one Bid; or
- f) The Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods, Works or Services that are the subject of the Bid; or
- g) Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity i.e. ICAI as engineer-in-Charge/Consultant for the contract.

For an on behalf of Signature (with seal)  
(Authorised Representative/Signatory) Name of the Person  
Designation

**Date: Place:**

## **DECLARATION – 2**

### **Declaration by the Bidder regarding Qualifications**

In relation to my/our Bid submitted to ..... for procurement of ..... in response to their Notice inviting Bids No. .... Dated ..... I/We hereby declare that:

1. I/We possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity.
2. I/we have fulfilled my/our obligation to pay such of the taxes payable to the Union and State Government or any local authority as specified in the Bidding Document.
3. I/we are not insolvent, in receivership, bankrupt or being wound up, not having my/our affairs administered by a Court or a judicial officer, not have my/our business activities suspended and not the subject of legal proceedings for any of the foregoing reasons.
4. I/we do not have, and our directors and officers not have been convicted of any criminal offence related to my/our professional conduct or the making of false statements or misrepresentations as to my/our qualifications to enter into a procurement contract within a period of three years preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings.
5. I/we do not have a conflict of interest that materially affects fair competition.

Date:  
Place:  
Designation Address

(Signature of bidder)  
Name

**DECLARATION – 3**

**Declaration by Bidder regarding not being Blacklisted**

**(On Original Letter Head of the Bidder)**

The Secretary,  
The Institute of Chartered Accountants of India (ICAI) ICAI Bhawan,  
Indraprastha Marg, New Delhi – 110 002

Dear Sirs,

**Sub: Tender for....."**

**In terms of the requirements of the Tender No.....dated..... we hereby undertake as under:-**

We are not involved in any litigation that may have an impact on compromising the delivery of services or affect in providing the services as required under this tender.

We have not been black-listed by any Central/ State Government/ Public Sector Undertakings/ Autonomous Bodies under Central/ State Government/ Multinational Companies/ Educational Boards/ Universities/ Any Other Organization during last 5 years.

(Signature of Authorized Person)

Place:

Name :

Date:

Designation:

Office Seal: Business Address:

**DECLARATION – 4**

**DECLARATION CONFIRMING KNOWLEDGE ABOUT SITE CONDITIONS**

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

Sub : Declaration confirming knowledge about Site conditions Ref : .....

I/We, \_\_\_\_\_ hereby declare and confirm that we have visited the Project Site and acquired full knowledge and information about the Site conditions.

We further confirm that the above information is true and correct, and we shall not raise any claim of any nature due to lack of knowledge of Site conditions.

I/We, hereby offer to carry out work as detailed in the proposal submitted by us. Yours faithfully,

(Signature, Date & Seal of Authorized Representative of the Bidder) Date:

Place:

## **SECTION - X**

### **ACCEPTABLE FORM OF BANK GUARANTEES**

## **SECTION – X**

### **ACCEPTABLE FORM OF BANK GUARANTEES**

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## APPENDIX – 1

### BANK GUARANTEE IN LIEU OF EARNEST MONEY DEPOSIT

(To be executed on Non-Judicial stamp paper of an appropriate value)

Bank Guarantee no.....

To

The Secretary Institute of Chartered Accountants of India Indraprastha Marg New Delhi – 110 002.

WHEREAS The Institute of Chartered Accountants of India, a statutory body having its Head Office at 'ICAI Bhawan' Indraprastha Marg, New Delhi – 110 002 (hereinafter referred to as "ICAI" which expression shall, unless repugnant to the context means and include its successors and assignees includes their legal representatives, successors and assigns), has issued a Tender Document for ..... bearing No. ..... dated ..... , for the selection of a successful bidder for .....

AND WHEREAS M/S ..... [insert name of the Bidder] (hereinafter referred to as the "Bidder" which expression shall unless repugnant to the context include its legal representatives, successors and permitted assigns), has decided to bid for the said Tender as per the terms and conditions of the said Tender Document. AND WHEREAS one of the conditions of the said Tender Document alongwith the Addendum dated ..... Published in..... is that the Bids shall be accompanied by an Earnest Money Deposit of Rs. ..... (Rupees ..... only) that can be paid either through the link or in the bank account of the Institute as given in the Tender or in the form of account payee Demand Draft, Banker's Cheque or Bank Guarantee of equivalent amount from any commercial bank of India.

AND WHEREAS the Bidder preferred to submit the Bank Guarantee in lieu of the Earnest Money Deposit of Rs. .... in favour of ..... The Bidder therefore, has approached ..... [insert the name of the Scheduled Bank] (here in after referred to as the "Bank") having its Registered Office at ..... [insert the address] and at the request of the Bidder, the Bank has agreed to give such guarantee as hereunder:-

- (i) The Bank hereby undertakes to pay under this guarantee, an amount of Rs. ..... (Rupees ..... only) (hereinafter referred to as "the Guaranteed Amount") claimed by ..... , without any further proof or conditions and without demur, reservation, contest, recourse or protest and without any enquiry or notification to the Bidder merely on a demand from ICAI stating that the amount claimed is due to ICAI under the said Tender. Any such demand made on the Bank by ICAI shall be conclusive as regards the amount due and payable by the Bank under this bank guarantee and the Bank shall pay without any deductions or set-offs or counterclaims whatsoever, the total sum claimed by ICAI in such Demand. ICAI shall have the right to make an unlimited number of Demands under this bank guarantee provided that the aggregate of all sums paid to ICAI by the Bank under this bank guarantee shall not exceed the Guaranteed Amount.
- (ii) However, the Bank's liability under this Bank Guarantee shall be restricted to an amount not exceeding Rs. ..../- (Rupees ..... only).
- (iii) ICAI will have the full liberty without reference to the Bank and without affecting the Bank Guarantee to postpone for any time or from time to time the exercise of any powers and rights conferred on ICAI under the Tender Document and to enforce or to forbear endorsing any powers or rights or by reasons of time being given to the Bidder which under law relating the Surety would but for the provisions have the effect of releasing the surety.
- (iv) We agree that no change or addition to or modification of the terms of the tender or of the works to be performed thereunder or of any of the documents which may be made between ICAI and the bidder shall in any way release the Bank from any liability under this Guarantee, and we hereby waive notice of any such change, addition or modification.
- (v) The rights of ICAI to recover the Guaranteed Amount from the Bank in the manner aforesaid will not be affected or suspended by reasons of the fact that any dispute or disputes have been raised by the Bidder and / or that any dispute(s) are pending before any office, Tribunal or Court in respect of such Guaranteed Amount and / or the Tender Document.
- (vi) We further agree that the right of the ICAI to make a claim shall not be vitiated by any dispute raised or pending with any Statutory Authority, arbitrator, court, tribunal or any other body or person. It is agreed that the ICAI's claim shall remain valid even if the ICAI has not issued a prior notice or has not proceeded against the bidder

before making such claim.

(vii) The Guarantee herein contained shall not be affected by the liquidation or winding up, dissolution, change of constitution or insolvency of the Bidder but shall in all respects and for all purposes be binding and operative until payment of all money due to ICAI in respect of such liability or liabilities is effected.

(viii) This Bank Guarantee shall be governed by and construed in accordance with the laws of the Republic of India and the parties to this Bank Guarantee hereby submit to the jurisdiction of the Courts of Bhubaneshwar

(ix) for the purposes of settling any disputes or differences which may arise out of or in connection with this Bank Guarantee and for the purposes of enforcement under this Bank Guarantee.

All capitalized words used but not defined herein shall have the meanings assigned to them under the said Tender Document.

NOTWITHSTANDING anything stated above, the liability of the Bank under this Bank Guarantee is restricted to the Guaranteed Amount and this Bank Guarantee shall expire on \_\_\_\_\_. Unless a Demand under this bank guarantee is filed against the Bank within six (6) months from the date of expiry of this Bank Guarantee, all the rights of ICAI under this Bank Guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities hereunder.

We have the power to issue this Bank Guarantee in your favour under Memorandum and Article of Association and the undersigned has full power to do so, under the Power of Attorney dated \_\_\_\_\_ [date of Power of Attorney to be inserted] granted to him by the Bank.

Date:

Bank

Corporate Seal of the Bank

By its constituted Attorney Signature of a person duly authorized to sign on behalf of the Bank.

## APPENDIX -2

### PROFORMA FOR BANK GUARANTEE FOR MOBILISATION ADVANCE

(To be executed on Non-Judicial stamp paper of an appropriate value)

To ..... Bank Guarantee No. ....  
The Secretary  
Institute of Chartered Accountants of India Indraprastha Marg  
**New Delhi – 110 002**

Whereas Institute of Chartered Accountants of India (which include its successors and assigns), a statutory body established under the Chartered Accountants Act, 1949, having its Head Office at 'ICAI Bhawan' Indraprastha Marg, New Delhi – 110 002 (hereinafter referred to as "ICAI"), in terms of its Tender/ Request for Proposal (RFP) dated for comprehensive **Civil Repair &**

**Renovation, Interior & Furnishing Work** having awarded a work vide Letter of Intent (LoI)/ work order/ contract/ supply order No. ..... dated ..... (hereinafter called the 'Work') to M/s.

..... (which include its successors and assigns), a Company registered under Companies Act, ..... having its registered office at ..... Head Office at ..... and one of its Branch/ Regional Office at (hereinafter called the 'Contractor') at a total price of Rs-----subject to the terms and conditions contained in the contract.

WHEREAS the terms and conditions of the contract require the Contractor to furnish Performance Security in the form of Bank Guarantee for Rs..... (Rupees.....) being..... % of the total value of the work for proper execution and due fulfilment of the terms and conditions contained in the contract.

We, the ..... Bank, (hereinafter called the "Bank") do hereby unconditionally and irrevocably undertake to pay to ICAI immediately on demand in writing and without protest/or demur any money so demanded by ICAI in connection with the execution/supply of and performance of the works/equipment, inclusive of any loss, damages, charges, expenses and costs caused to or suffered by or which would be caused to or suffered by ICAI by reason of any breach by the Contractor of any of the terms and conditions contained in the Contract as specified in the notice of demand made by ICAI to the Bank. Any such demand made by ICAI on the Bank shall be conclusive evidence of the amount due and payable by the Bank under this Guarantee. However, the Bank's liability under this guarantee, shall be limited to the amount of Rs..... /- (Rupees..... only) in the aggregate which shall be valid up to ..... and the Bank hereby agrees to the following terms and conditions:

1. This guarantee shall be a continuing guarantee and irrevocable for all claims of ICAI as specified above and shall be valid during the period specified for the performance of the contract.
2. We, the Bank do hereby guarantee and undertake to immediately pay the ICAI, on demand without proof and condition any or all monies payable by the Contractor to the extent of Rs..... /- (Rupees ..... only) at any time upto ..... without demur, reservations, contest, recourse or protest and or without any reference to the Contractor, in case the Contractor fails to perform the said Contract as aforesaid. Any such demand made by the ICAI on the Bank shall be conclusive and binding notwithstanding any difference or dispute between the ICAI and the Contractor pending before any Court, Tribunal, Arbitrator or any other authority.
3. Notwithstanding anything contained herein, ICAI's decision in regard to the effect whether the Contractor has made any such default and amount to which the ICAI is entitled on account of such default will be conclusive, final and binding on us and we undertake not to question ICAI's decision and not ask to establish ICAI's claim under this guarantee and we shall unconditionally pay the demanded amount on the day of demand to the ICAI without any objection, condition president or subsequent, query, remarks etc.
4. We undertake to pay to the ICAI any money so demanded notwithstanding any dispute or disputes raised by the Contractor in any suit or any proceeding pending before any court or Tribunal relating thereto and our liability under this present being absolute and unequivocal. The payment so made by us under this guarantee shall be a valid discharge of our liability for payment thereunder.
5. We also agree that the ICAI at its option shall be entitled to enforce this guarantee against the Bank as principal debtor without proceeding against the Contractor and notwithstanding any security or other guarantee that ICAI

may have in relation to Contractor's liabilities.

6. We further agree that the ICAI shall have full liberty without our consent and without affecting in any manner our obligations herein under to vary any of the terms and condition of the said Contract or to extend time of performance by the said Contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the ICAI against the said Contractor and to forbear or enforce any of the terms and conditions relating to the said Contract and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor or for any forbearance, or any indulgence of the said Contractor or by any other act or matter or thing whatsoever which under the law relating to sureties would, but for these provisions have effect of so relieving us.
7. The guarantee shall not be discharged due to the change in the constitution of the Bank or the Contractor or the Beneficiary.
8. We the Bank also undertake not to revoke this guarantee during its currency except with the previous consent of the ICAI in writing or unless discharged by the ICAI.
9. This Guarantee is irrevocable. Further, the Guarantee herein contained shall not be determined or affected by the liquidation or winding up or dissolution or initiation of Corporate Insolvency Process or disputes by and between the partners/ Directors or death of any of the Partner/ Proprietor(s) or in charge(s) in constitution of ..... but shall all purposes binding and operative until discharge of all contractual obligation by the ..... under the Contract.
10. This guarantee shall hold and remain in full force and effect during the period from ..... to ..... (Validity Period) that would be taken for the performance of the said Contract and that it shall continue to be enforceable till all the dues of the ICAI under or by virtue of the said Contract have been fully paid and its claims satisfied or discharged. Unless a demand or claim under this guarantee is made on us in writing on or before ..... (Claim Period) we shall be discharged from all liability under this guarantee thereafter.
11. The Bank hereby waives all rights at any time inconsistent with the terms of this Guarantee and the obligations of the Bank in terms hereof, shall not be otherwise effected or suspended by reasons of any dispute or disputes having been raised by the Contractor (whether or not pending before any Arbitrator, Tribunal, Forum or Court) or any denial of liability by the Contractor stopping or preventing or purporting to stop or prevent any payment by the Bank to ICAI in terms hereof.
12. We have the power to issue this Bank Guarantee in your favour under Memorandum and Article of Association and the undersigned has full power to do so, under the Power of Attorney dated \_\_\_\_\_ [date of Power of Attorney to be inserted] granted to him by the Bank.

Date the ..... day of ..... 202... For and on behalf of the  
Bank.....

Signature

Date

..... Name

..... Designation

## APPENDIX – 3

### BANK GUARANTEE FOR PERFORMANCE

To  
The Secretary  
Institute of Chartered Accountants of India Indraprastha Marg  
**New Delhi – 110 002**

Bank Guarantee No.....

Whereas Institute of Chartered Accountants of India (which include its successors and assigns), a statutory body established under the Chartered Accountants Act, 1949, having its Head Office at 'ICAI Bhawan' Indraprastha Marg, New Delhi – 110 002 (hereinafter referred to as "ICAI"), in terms of its Tender/ Request for Proposal (RFP) dated ..... for comprehensive **Renovation Works** having awarded a work vide Letter of Intent (LOI)/ work order/ contract/ supply order No.

..... dated ..... (hereinafter called the 'Work') to M/s. ..... (which include its successors and assigns), a Company registered under Companies Act, ..... having its registered office at ..... Head Office at ..... and one of its Branch/ Regional Office at..... (hereinafter called the 'Contractor') at a total price of Rs..... subject to the terms and conditions contained in the contract.

WHEREAS the terms and conditions of the contract require the Contractor to furnish Performance Security in the form of Bank Guarantee for Rs..... (Rupees.....) being..... % of the total value of the work for proper execution and due fulfilment of the terms and conditions contained in the contract.

We, the..... Bank, (hereinafter called the "Bank") do hereby unconditionally and irrevocably undertake to pay to ICAI immediately on demand in writing and without protest/or demur any money so demanded by ICAI in connection with the execution/supply of and performance of the works/equipment, inclusive of any loss, damages, charges, expenses and costs caused to or suffered by or which would be caused to or suffered by ICAI by reason of any breach by the Contractor of any of the terms and conditions contained in the Contract as specified in the notice of demand made by ICAI to the Bank. Any such demand made by ICAI on the Bank shall be conclusive evidence of the amount due and payable by the Bank under this Guarantee. However, the Bank's liability under this guarantee, shall be limited to the amount of Rs-----/- (Rupees..... only) in the aggregate which shall be valid up to ..... and the Bank hereby agrees to the following terms and conditions:

1. This guarantee shall be a continuing guarantee and irrevocable for all claims of ICAI as specified above and shall be valid during the period specified for the performance of the contract.
2. We, the Bank do hereby guarantee and undertake to immediately pay the ICAI, on demand without proof and condition any or all monies payable by the Contractor to the extent of Rs..... /- (Rupees ..... only) at any time upto .....(date) without demur, reservations, contest, recourse or protest and or without any reference to Contractor, in case the Contractor fails to perform the said Contract as aforesaid. Any such demand made by the ICAI on the Bank shall be conclusive and binding notwithstanding any difference or dispute between the ICAI and the tractor Tribunal, Arbitrator or any other pending before any Court, authority.
3. Notwithstanding anything contained herein, ICAI's decision in regard to the effect whether the Contractor has made any such default and amount to which the ICAI is entitled on account of such default will be conclusive, final and binding on us and we undertake not to question ICAI's decision and not ask to establish ICAI's claim under this guarantee and we shall unconditionally pay the demanded amount on the day of demand to the ICAI without any objection, condition president or subsequent, query, remarks etc.
4. We undertake to pay to the ICAI any money so demanded notwithstanding any dispute or disputes raised by the Contractor in any suit or any proceeding pending before any court or Tribunal relating thereto and our liability under this present being absolute and unequivocal. The payment so made by us under this guarantee shall be a valid discharge of our liability for payment thereunder.
5. We also agree that the ICAI at its option shall be entitled to enforce this guarantee against the Bank as principal debtor without proceeding against the Contractor and notwithstanding any security or other guarantee that ICAI may have in relation to Contractor liabilities.

6. We further agree that the ICAI shall have full liberty without our consent and without affecting in any manner our obligations herein under to vary any of the terms and condition of the said Contract or to extend time of performance by the said Contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the ICAI against the said Contractor and to forbear or enforce any of the terms and conditions relating to the said Contract and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor or for any forbearance, or any indulgence of the said Contractor or by any other act or matter or thing whatsoever which under the law relating to sureties would, but for these provisions have effect of so relieving us.
7. The guarantee shall not be discharged due to the change in the constitution of the Bank or the Contractor or the Beneficiary.
8. We the Bank also undertake not to revoke this guarantee during its currency except with the previous consent of the ICAI in writing or unless discharged by the ICAI.
9. This Guarantee is irrevocable. Further, the Guarantee herein contained shall not be determined or affected by the liquidation or winding up or dissolution or initiation of Corporate Insolvency Process or disputes by and between the partners/ Directors or death of any of the Partner/ Proprietor(s) or in charge(s) in constitution of ..... but shall all purposes binding and operative until discharge of all contractual obligation by the ..... under the Contract.
10. This guarantee shall hold and remain in full force and effect during the period from ..... to ..... (Validity Period) that would be taken for the performance of the said Contract and that it shall continue to be enforceable till all the dues of the ICAI under or by virtue of the said Contract have been fully paid and its claims satisfied or discharged. Unless a demand or claim under this guarantee is made on us in writing on or before ..... (Claim Period) we shall be discharged from all liability under this guarantee thereafter.
11. The Bank hereby waives all rights at any time inconsistent with the terms of this Guarantee and the obligations of the Bank in terms hereof, shall not be otherwise effected or suspended by reasons of any dispute or disputes having been raised by the Contractor (whether or not pending before any Arbitrator, Tribunal, Forum or Court) or any denial of liability by the Contractor stopping or preventing or purporting to stop or prevent any payment by the Bank to ICAI in terms hereof.
12. We have the power to issue this Bank Guarantee in your favour under Memorandum and Article of Association and the undersigned has full power to do so, under the Power of Attorney dated \_\_\_\_\_ [date of Power of Attorney to be inserted] granted to him by the Bank.

Date the ..... day of ..... 202... For and on behalf of the Bank.....

Signature

Date

..... Name

..... Designation

## APPENDIX – 4

**Proforma of Undertaking/Performance Guarantee for any latent or patent defect or deficiency manifesting itself in the ..... for a period of ..... counted from the expiry of the defect liability period to be given on Rs.**

**100/- Non-Judicial Stamp Paper**

To  
The Secretary  
The Institute of Chartered Accountants of India 'ICAI Bhawan', Indraprastha Marg, New Delhi – 110002

Sir,  
**Sub:** .....  
**Ref:** **TENDER No** ..... **Dated** .....

Pursuant to acceptance of the bid of M/S \_\_\_\_\_ (hereinafter referred to as "Contractor"), communicated vide letter of acceptance no. \_\_\_\_\_ dated \_\_\_\_\_ by ICAI (hereinafter referred to as "Employer"), an agreement dated \_\_\_\_\_ executed between the Contractor and ICAI for carrying out the for ICAI's proposed building on (hereinafter referred to as 'Building').

We, the Contractor, hereby guarantee that the.....Works, pursuant to Clause of General Conditions of Contract (GCC) of the said Tender - "**Defects after Completion & Performance Guarantee**", hereby unequivocally accept that we shall be wholly and exclusively liable for any latent or patent defect (s) or deficiency as regards any shrinkage, unsound construction or other faults such as performance, connectivity, Electricity generation etc. occurring or manifesting in itself either in the work executed in materials used thereby affecting or likely to affect the safety of the said period for a period of ..... (**....) YEARS** from the date of the expiry of the defect liability period and will rectify such defect(s) at our own cost.

The question whether the work is defective as aforesaid shall be decided by M/s.-----, hereinafter referred to as "Consultant" and the decision of the Consultant shall be final, conclusive and binding on us. In case any defect(s) is noticed in the said building/contract work during the ..... (**....) YEARS** of guarantee period as stated above and we are unable/decline or neglect to remedy the said defect (s) within ..... or such extended period as may be decided by the Consultant, the employer/ICAI shall be at liberty to get the defect(s) rectified through any other competent contractor and recover (including) interest @ 12% from us all cost/expenses forgetting the defect (s) rectified.

All disputes arising out of or in any way connected with Undertaking/Performance Guarantee herein mentioned be decided to have arisen in \_\_\_\_\_ and only the courts in \_\_\_\_\_ shall have jurisdiction to determine the same.

Shri \_\_\_\_\_ has been duly authorized by M/s \_\_\_\_\_ vide Board Resolution No. dated to sign this Undertaking/Guarantee. All parts of this guarantee have been read and fully understood by us.

IN WITNESS WHEREOF the Undertaking/Guarantee is signed by \_\_\_\_\_ and countersigned by M/s, \_\_\_\_\_ who has executed the civil work of the said building, in token of their consent.

SIGNATURE

COUNTER SIGNATURE WITNESS:

NAME:

**NOTE: Stamp Paper to be signed by a person having Power of Attorney to sign such Guarantee on behalf of the Contractor.**

## **SECTION XI**

### **TECHNICAL SPECIFICATIONS**

## **SECTION XI**

### **TECHNICAL SPECIFICATIONS**

#### **TECHNICAL SPECIFICATIONS – RENOVATION/CIVIL WORKS**

1. The disposal of surplus excavated material shall include loading, unloading, transporting, stacking, spreading as directed by the PMC/Engineer-in-charge.

#### **WORKMANSHIP**

Only professionals with min. 5 years experience in this type of work shall be employed to carry out the anti- termite treatment required.

#### **MODES OF MEASUREMENTS**

The measurements shall be made in square meter on the basis of plinth area of the building at ground floor only for all operations described in schedule of quantities. Nothing extra shall be measured. The rate shall include cost of all material and labour involved in all operations described above.

#### ***CEMENT***

1. The cement used shall be Ordinary Portland Cement conforming to IS 8112: 1989 (43 grade).
2. Whenever possible all cement of each type shall be obtained each from one constant source throughout the contract. Cement of different types shall not be mixed with one another. Different brands of cement, or the same brand of cement from different sources, shall not be used without prior notification and approval
3. The cement shall be supplied either packed in bags or in silos installed for the purpose of supply. Packed cement shall be delivered to the site in original sealed bags which shall be labeled with the weight, date of manufacture, name of manufacturer, brand and type. Cement received in torn bags shall not be used. Moreover bags of cement which vary in weight by more than 3% shall not be accepted.
4. In fair faced elements, the cement used in the concrete for any complete element shall be from a single consignment. All cement for exposed concrete shall be from the same approved source and uniform in color.
5. With each and every delivery of cement the contractor shall provide the manufacturer's certificate that the cement conforms to the relevant Indian Standard.
6. The Contractor shall provide facilities for making 7 days tests from time to time in accordance with IS:3535: 1986, IS:4031 (Latest edition) and IS:4032 : 1985 and shall allow for carrying out such tests as may be required by the Engineer and for reporting the results.

#### **AGGREGATES**

1. Aggregates from natural sources shall be in accordance with IS – 383: 1970. The Contractor shall submit to the Engineer certificates of grading and compliance from the suppliers for all consignment of aggregate. In addition from time to time, the Contractor shall test that aggregate at site in accordance with IS – 2386: 1963 (Parts 1, 2 & 3). The contractor shall allow for and provide all necessary apparatus for carrying out such tests and for supplying test records to the Engineer. The aggregates shall be free from salts or other harmful chemical impurities.

2. For fair faced concrete, the contractor shall ensure that aggregates are free from iron pyrites and impurities which may cause discolouration.

### 3. FINE AGGREGATE

a) The fine aggregate shall be pit sand or stone dust or other Badarpur sand as approved by the Engineer. It shall be free from clay, loam, earth or vegetable matter and from salt or other harmful chemical impurities. It shall be clean, sharp, strong, angular and composed of hard siliceous material. Fine sand shall be within the limits of Grading Zone-IV given in Table I. When the grading falls outside the percentage limits given for sieve other than 600 micron, 300 micron and 150 micron (I.S.) sieve but not more than 5%, it shall be regarded as falling within this Zone. The 5 per cent shall be summation of excess on all other sieves.

**TABLE**

<b>I.S. Sieve Designation</b>	<b>Percentage Passing for Grading</b>			
	<b>Zone-I</b>	<b>Zone-II</b>	<b>Zone-III</b>	<b>Zone-IV</b>
10 mm	100	100	100	100
4.75 mm	90-100	90-100	90-100	95-100
2.36 mm	60-95	75-100	85-100	95-100
1.18 mm	30-70	55-90	75-100	90-100
600 micron	15-34	35-59	60-79	80-100
300 micron	5-20	8-30	12-40	15-50
150 micron	0-10	0-10	0-10	0-15

b) For coarse sand the grading of sand as determined by the method prescribed in IS – 2386 (Part-I): 1963 shall be within the limits of Grading Zone III given in Table I. When the grading falls outside the percentage limits given for sieves other than 600 micron, 300 micron and 150 micron (I.S.) sieves but not more than 5 percent, it shall be regarded as falling within this zone. The 5 percent can be excess summation on one or more sieves.

c) The maximum quantity of silt as determined by the method prescribed in I.S - 2386 (Part 2): 1963 shall not exceed 8 percent.

d) Stone dust shall be obtained by crushing hard stone and the grading as determined by the method prescribed in IS – 2386 (Part-1 & 2): 1963. It shall be within the limits of grading Zone-III. The percentage of limits above for the sieves other than 600 microns and 300 micron sieves shall not be more than 5 percent and for 150 micron sieve shall not be more than 20 percent. This shall then be regarded as falling within this zone. The 5 percent shall be summation of excess on other sieves.

#### 4. COARSE AGGREGATE

- a) The coarse aggregate shall be crushed stone, approved river shingle or pit gravel having nominal maximum size of 20 mm and down as approved by Engineer.
- b) Coarse aggregate obtained from crushed or broken stone shall be angular, hard, strong, dense, durable, clean and free from soft, friable, thin flat, elongated or flaky pieces.
- c) River shingle or pit gravel shall be rounded, sound, hard, clean, nonporous, suitably graded in size with or without broken fragments and free from flat particles of shale, clay silt, loam and other impurities.
- d) Except where it can be shown to the satisfaction of the Engineer that a supply of properly graded aggregate of uniform quality can be maintained over the period of the works, the grading of aggregate shall be controlled by obtaining the coarse aggregate in different sizes and blending them in correct proportions as and when required.

#### **WATER**

1. Water used in the works shall be potable water and free from deleterious materials. Water used for mixing and curing concrete as well as for cooling and/or washing aggregate shall be fresh and clean, free from injurious amounts of oil, salts, acids, alkali, other chemicals and organic matter.
2. Water shall be from the source approved by the PMC/ Engineer-in-charge and shall be in accordance with clause 5.4 of IS-456: 2000.
3. Before starting any concreting work and wherever the source of water changes, the water shall be tested for its chemical and other impurities to ascertain its suitability for use in concrete for approval of the Engineer. No water shall be used until tested and found satisfactory.

#### **ADMIXTURES AND ADDITIVES**

1. Chemical admixtures shall conform to IS-9103:1979 and are not to be used unless permitted by the Engineer. In case their use is permitted, the type, amount and method of use of any admixture proposed by the contractor shall be submitted to the Engineer for approval.
2. The contractor shall further provide the following information concerning each admixture to the Engineer.
  - a) Normal dosage and detrimental effects if any of under dosage and over dosage.
  - b) The chemical names of the main ingredients in the admixture.
  - c) The chloride ion content if any expressed as a percentage by weight of admixture.
  - d) Whether or not the admixture leads to entrapment of air when used in the manufacturer's recommended dosage.
  - e) Where two or more admixtures are proposed to be used in any one mix, the manufacturer's written confirmation of their compatibility.
3. In reinforced concrete, the chloride ion of any admixture used shall not exceed 2 percent by weight of the admixture as determined in accordance with IS-6925: 1973 and the total chloride ion in all admixtures used in concrete mix shall not exceed 0.83 percent by weight of cement.
4. The admixtures when used shall conform to IS-9103:1979. The suitability of all admixtures shall be verified by trial mixes.
5. The addition of calcium chloride to concrete containing embedded metal will not be permitted under any circumstances.
6. Retarding admixtures when used shall be based on lignosulphonates with due consideration to clause 5.2 and 5.3 of

7. Waterproofing admixtures shall comply with IS-2645:1975.

## **PROPORTIONING, BATCHING & MIXING OF CONCRETE**

### **A. PROPORTIONING**

#### **1. AGGREGATE**

The proportions, which shall be decided by conducting preliminary tests shall be by weight. These proportions of cement, fine and coarse aggregates shall be maintained during subsequent concrete batching by means of weight batchers conforming to I.S. 2722 capable of controlling the weights within one percent of the desired value. Except where it can be shown to the satisfaction of the Architect/ Client that supply of properly graded aggregate of uniform quality can be maintained over the period of work, the grading of aggregate shall be controlled by obtaining the coarse aggregate in different sizes and blending training the coarse aggregate in different sizes and blending them in the right proportions. The different sizes shall be stocked in separate stockpiles. The grading of coarse and fine aggregate shall be checked as frequently as possible, as determined by Architect/ Client to ensure maintaining of grading in accordance with the samples used in preliminary mix designs. The material shall be stockpiled well in advance of use.

#### **2. CEMENT**

The cement shall be considered by weight, for design mix.

#### **3. WATER**

Only such quantity of water shall be added to the cement and aggregates in the concrete mix as to ensure dense concrete, specified surface finish, satisfactory workability, consistent with the strength stipulated for each class of concrete. The water added to the mix shall be such as not to cause segregation of materials or the collection of excessive free water on the surface of the concrete.

#### **4. DEFINITION OF WATER/CEMENT RATIO**

The water cement (W/C) ratio is defined as the weight of water in the mix (including the surface moisture of the aggregates) divided by the weight of cement in the mix.

The actual water cement ratio to be adopted shall be determined in each instance by Contractor and approved by the Architect/ Client.

#### **5. PROPORTIONING BY WATER/CEMENT RATIO**

The W/C ratio specified for use by Architect/ Client shall be maintained. Contractor shall determine the water content of the aggregates as frequently as desired by the Architect/ Client as the work progresses and as specified in IS 2386 (Part III) and the amount of mixing water added at the mixer shall be adjusted as directed by the Architect/ Client so as to maintain the specified W/C ratio. To allow for the variation in their moisture content, suitable adjustments in the weights of aggregates shall also be made.

## **CLEANLINESS**

1. Clean mixer and handling plant by washing with clean water at the end of the work and at intervals of 30 minutes during mixing.
2. If old concrete mix remains in the mixer drum, rotate the drum with clean aggregate and water before mixing the cement.

## **ORDINARY CONCRETE (PLAIN CEMENT CONCRETE)**

1. Ordinary cement concrete where specified shall be used

2. Proportions 1:3:6, 1:2:4, 1:1.5:3, etc., in the specification refers to the quantity of cement by volume, dry coarse sand by volume, quantity of coarse aggregate by volume.
3. Cement shall be weighed based on 1 cum. of cement weighs 1440 kgs or 1 full bag of cement 50 kgs corresponding to 35 lts. by volume.
4. Correction factors to be applied for bulking of sand when the sand is either wet or moist.
5. Water cement ratio used shall be just sufficient for the workability of concrete.
6. Minimum strength of concrete shall be obtained as below:

<b>SI No</b>	<b>Proportion of concrete</b>	<b>Preliminary tests</b>	<b>Work tests</b>
1.	1:3:6	135 kg/sq.cm.	100 kg/sq.cm.
2.	1:2:4	200 kg/sq.cm.	150 kg/sq.cm.
3.	1:1½:3	265 kg/sq.cm.	200 kg/sq.cm.

Comprehensive strength of concrete shall be obtained by testing 15 cm. cubes at 28 days curing.

1. Testing: 6 cubes shall be taken from any mix, 3 of them to be tested at 7 days, 3 at 28 days.
2. Strength of concrete at 7 days shall be 2/3rds of the strength of concrete at 28 days.
3. Strength of concrete at 28 days shall be as mentioned in table above and the criteria for accepting concrete are only the strength of concrete at 28 days.

## **MIXING OF CONCRETE**

Weigh Batching shall be followed if mixed at the site for all structural concrete works. The Contractor shall provide Concrete Batch Mixers, Vibrators, Weigh Batchers conforming to relevant IS Specifications and from approved and recognised manufacturers. The capacity and number of mixers and vibrators required at the Site from time to time shall be to the approval of Architect/ Client. No equipment from the site shall be removed without the prior written approval of the Architect/ Client. The Contractor shall maintain a platform weighing scale of capacity 300 kg with fraction of 100 gm at the site.

The machine will have to be got calibrated by the Contractor once in every two weeks or after 200 cum of concrete whichever is earlier, and records of these calibrations shall be maintained. The dials of the weigh batchers shall be checked with standard weights periodically.

## **CONSISTENCY**

The concrete which will flow freely into the forms and around the reinforcement without any segregation of coarse aggregates shall be used. The consistency shall depend upon the type of vibrator etc. to be used. The controlling factor for the same is the Slump Test.

When considered necessary by the Architect/ Client, the workability of the concrete shall be ascertained by compacting factor test and VEE BEE consistometer method as per IS:1199-1959. The computing of values of workability of concrete by above two methods, IS:456-2000 have to be referred to.

## **TEMPERATURE OF CONCRETE**

The placing temperature of concrete shall not be more than 38 degrees Celsius. If it is more, the Architect/ Client may order addition of ice or chilled water to the concrete. Also the Contractor shall take following precautions:

1. Mixer and Weigh Batcher shall be painted white color.
2. Aggregate storing bin shall not be exposed to the sun.

3. Water shall be sprinkled on aggregate well before concreting to keep the temperature low.

Similarly, during the cold weather, concreting shall not be done when the temperature falls below 4.5 Degrees Celsius. The concrete placed shall be protected against by suitable covering. The concrete damaged by frost shall be removed and work redone with no extra cost.

## **WORKMANSHIP**

All works shall be true to level, plumb and square and all corners and edges in all cases shall be unbroken and neat. Any work not to the satisfaction of the Architect/ Client or the Design Consultant will be rejected and the same should be rectified or removed and replaced with work of the required standard of workmanship at no extra cost.

## **TRANSPORTATION**

Concrete shall be transported with the help of pumps of sufficient capacity to achieve necessary heights wherever required from the mixer to the place of laying as rapidly as possible by methods which will prevent the segregation or loss of any of the ingredients and maintaining the required workability. The pumps can be either compressor type or boom type. All the pumping equipments have to be maintained and kept operational by the contractor.

## **COMPACTION OF CONCRETE**

Concrete shall be thoroughly compacted into a dense mass as depositing shall proceed by means of suitable vibrators. The vibrator shall maintain the entire concrete under treatment in an adequate state of agitation and shall continue during whole period occupied by placing of concrete. Care should be taken not to over-vibrate the concrete. While vibrating no holes should be visible in concreting. Compaction should be completed before the initial setting time. Compaction shall be done till air bubbles cease to appear. Concrete already set shall not be disturbed by successive vibration. Hand tamping shall not be permitted. But only in exceptional cases, depending on the thickness of the members and feasibility of vibrating the same, the Architect/ Client may permit hand tamping. Hand tamping or compaction shall be done with the help of tamping rods so that concrete is thoroughly compacted and completely worked around the reinforcement embedded fixtures, and into the corners of the form look. The layers of concrete shall be so placed that the bottom layer does not finally set before the top layers are placed. The vibrators are so applied so that the centre of mass being compacted at the time of placing of concrete.

Vibrator shall be of immersion type with frequency of 100 Hz minimum when operating in concrete, or the exterior with a frequency of 50 Hz minimum. Care shall be taken to ensure that at no time the vibrators and /or vibration action is used to push the concrete ahead. Vibrators shall be applied systematically to overlap zones of influence. It shall be ensured that the needle vibrators are not applied directly on the reinforcement on the formwork which may destroy the bond between concrete and reinforcement. When electric vibrators are in use the standby petrol, diesel or kerosene vibrator should always be available at the concreting point.

## **CURING**

Curing of concrete is most important. There shall be no compromise on this activity as it is for the Contractor to arrange for everything necessary to make sure that the concrete is cured to the complete satisfaction of the Architect/ Client. As said above after concrete has begun to harden,

i.e. about 1 to 2 hours after laying. It shall be protected from quick drying with moist or damp hessian cloth or any other material approved by the Architect/ Client. After 24 hours of laying of concrete, the surface shall be cured by flooding with water or covering with moist hessian cloth for period of 7 days to keep it moist. For the next seven days surface shall be kept wet all the time by sprinkling water continuously.

In order to properly monitor the curing activity, the Contractor shall write legibly with paint, the date of casting the concrete of each member of the structure which shall remain clearly visible at least till the completion of curing at least.

## **FINISHING**

Concrete surface shall be finished keeping in mind the next operation to be carried out over the surface. For guidance the following points shall be noted:

1. Roof shall be troweled even and smooth with a wooden float, before the concrete begins to set.
2. Surface that will receive plaster shall be roughened immediately.

3. Surfaces that will be in contact with masonry shall be roughened immediately
4. Surfaces that will receive floor finishes, tiling, etc. shall be roughened while it is still green.
5. Every care shall be taken not to disturb the freshly laid concrete.
6. For Ramps and Basements
7. Concrete shall be broom-finished.

On finishing standards and quality/ workmanship, the decision of the Architect/ Client shall be final and binding on all parties.

## **INSPECTION AND CORRECTIVE MEASURES**

Immediately on removal of formwork, the RCC surface shall be examined by the Architect/ Client. Till such time, no remedial measures shall be carried out by the Contractor. All remedial actions including breaking, if any, shall be on the instructions of the Architect/ Client. In case of any violation of this rule, the concrete poured stands rejected. The decision of the Architect/ Client in this regard shall be final and binding to all parties.

Sagged, bulged, patched, honeycombed work to an extent detrimental to structural safety or architectural concept shall stand to be rejected and Contractor shall rectify by breaking or redoing, if required, as directed by the Architect/ Client/ Structural Consultant and all expenses incurred due to this shall be to the Contractor's account.

Surface defects minor in nature may be accepted as a special case by the Architect/ Client/Structural Consultants whose decision in this matter is final and binding on the Contractor. Once accepted, the defects shall be rectified as follows and all expenses incurred due to the rectification process, shall be to the Contractor's account.

1. Surface defects which require repair when forms are removed, usually consist of bulges due to the movement of forms, ridges at form joint, honey combed areas, damage, resulting from the stripping of forms and bolt holes, bulges and ridges are removed by careful chipping or tooling and the surface is then rubbed with a grinding stone. Honey combed and other defective areas must be clipped out, the edges being cut as straight as possible and perpendicularly to the surface, or preferably slightly undercut to provide a key at the edge of the patch.
2. If permitted in writing by the Developer' Representative/ Structural Consultant, shallow patches are first to be treated with a coat of thin grout composed of one part of cement and one part of fine sand added with polymer modified cementitious material as per manufacturer's specification, and then filled with mortar (mixed with non-shrink additives) similar to that used in concrete. The mortar is placed in layers not more than 10 mm thick and each layer is given scratch finish to secure a bond with the succeeding layer. The laid layer is finished to match with the surrounding concrete by floating, rubbing or tooling on formed surfaces by pressing the form material against the patch while the mortar is still plastic.
3. Or as an alternative to para 2 above, as directed by the Architect/ Client/ Structural Consultant, the patch-work shall be treated with epoxy based proprietary items like non-shrinking grouts etc. available in the market. In such cases, the methodology as indicated by the manufacturer of the item shall be followed. It permitted in writing by the Architect/ Client/ Structural Consultant.
4. Large and deep patches require filling up with concrete held in place with try forms. Such patches are reinforced and carefully drawled to the hardened concrete.
5. Or as an alternative to para 4 above, epoxy based proprietary items like grouts as directed by the Architect/ Client/ Structural Consultants, shall be used. The methodology as specified by the manufacturers of the proprietary item shall be strictly adhered to.
6. Holes left by bolts are to be filled with non-shrink grouts, as specified and directed by the Architect/ Client/ Structural Consultants carefully packed in to places in small amounts. The mortar is mixed as dry as possible to allow enough water to go into it, so that it will be tightly compacted when forced into the place.
7. Tiered holes extending right through the concrete may be filled with mortar or non-shrink grout, as the case may be, a pressure gun similar to the gun used for greasing motorcars.
8. Normally, patches appear darker than the surrounding concrete when uniform surface colour is important, this defect shall be remedied by adding 10 to 20 percent of white Portland cement to the patching mortar, the actual quantity being determined by trial.

9. The same amount of care shall be taken to avoid the material in the patches as with the whole structure. Curing shall be started immediately after packing is done to prevent early drying. A membrane curing compound in these cases will be most convenient.

## **SCOPE OF WORK**

The work covered by this section of the specifications, consists of furnishing all lift, plant, labour, equipment, appliances and materials and in performing all operations in connection with the supply and installation of form work for concreting, complete in strict accordance with this section of the specifications and subject to the terms and conditions of the Contract.

## **GENERAL CONSIDERATIONS**

It shall be the responsibility of the Contractor to perform the work by well trained and experienced staff or by the Sub-Contractor who shall have enough number of well trained and experienced staff and coordinate with the other operations. However the Contractor shall be responsible for the quality of work performed by the Sub-Contractor as per the requirements of these specifications.

## **APPLICABLE CODES**

IS - 303 Specification for Plywood for general purposes  
IS - 4990 Specification for plywood for concrete shuttering work IS - 1629 Rules for grading of cut size of timber  
IS - 2750 Specification for steel scaffoldings.  
IS - 4014 Code of practice for steel tubular, scaffolding

## **MATERIAL SPECIFICATIONS**

The Contractor shall use the following Form work materials for different purposes as stated below:

1. Plywood.
  - From sheathing and panels.
2. Steel.
  - Heavy forms and falsework.
  - Column and joint forms
  - Permanent forms
  - Welding of Permanent forms.
3. Form Ties Anchors, and Hangers- For securing formwork against placing loads and pressures.
4. Coatings. - To Facilitate form removal.
5. Steel Joints. - For Form work support.
6. Steel Frame Shoring - For Form work support.

Construction formwork with smooth faced plywood, steel or timber to produce smooth straight level and sharp profiles shall be used for the works. Panels to be in largest practicable sizes to reduce the number of joints. Form material shall have strength adequate to withstand pressure of newly placed concrete without excessive and adjustable bow or deflection.

Factory fabricated adjustable length removable or snaps of metal form ties, design to prevent from deflection and to prevent spilling concrete surfaces on removal.

Ties shall be such that:

- a) A portion remaining within the concrete shall be at least 38mm from the outer concrete surface.

b) That will not leave a hole larger than 25mm die meter on the concrete surface.

Form coating compound that will not bond with, stain, not adversely effect concrete for required bond or adhesion not hamper the wetting of surface to be covered with water or curing compound.

All propping and centering shall be of adjustable steel supports (built-up sections of rolled steel) and tubular props to full height without joints, and with sufficient bracing to take into account the construction loads, namely full load of concrete with any live load and impact load likely to occur during concreting.

Steel shuttering used for concreting shall be sufficiently stiffened. The steel shuttering shall also be properly repaired before use and properly cleaned to avoid stains and defects in concreting.

## **WORKMANSHIP**

1. Formwork shall be classified based on the ultimate finishes required of the concrete surface as
  - a) Textured or decorative finish
  - b) Fair-faced finish
  - c) Rough finish
2. The Contractor shall account for all material and labour to achieve the above finishes to the satisfaction of the Architect/ Client in his quoted price.
3. Guidelines for Good Workmanship

Following are a few points as guidelines for good workmanship in formwork and shall be accounted for in the contractor's quoted price:

1. Erection of formwork may be from pre-moulded, pre-fabricated, pre-assembled plates or form reasonable enough to transport and erect at site to correct lines and levels as set at site.
2. Supports shall be firm and maintained in position by nails, cross bracing, tie-rods, locking bolts, nuts, etc. It shall be rigid and stiff so as to retain its shape during and after concreting.
3. Joints shall be water-tight and no cement slurry shall be allowed to get through
4. Pre-fabricated or site forms shall be assembled so as to deshutter without any jerk to the green concrete. For this double wedges shall be used. The wedges shall be nailed. The heads left with, allowing easy removal while deshuttering.
5. Pre-fabricated or site formwork shall be sufficient thickness with supporting spans in both directions. These shall be standardised in size for easy replacement and universal use at site
6. Props shall be of steel only. Its spacing shall be as per design. It shall be vertical and plumbed. Base shall be of proper steel plate or timber plank for equal distribution of load
7. In case of multi-storied buildings, any upper floor shall be suitably supported on at least one floor below the same, or as approved by the Architect/ Client.
8. Props shall be adequately cross-braced horizontally
9. At the design and erection stage following additional points shall be considered and be incorporated into the setting
10. Cleaning of Opening prior to the start of concreting
11. Pouring points shall avoid high drops and provide easy access to vibrating needles
12. Surfaces shall be treated with suitable releasing oil or emulsion prior to the reinforcement laying. Such releasing oil shall be got approved from the Architect/ Client.

13. Ensure that forms and adjacent surfaces are thoroughly cleaned to receive concrete and debris.
14. Locate construction joints in a manner so as not to impair strength and appearance of structure.
15. Without absolving the details on the above, the Contractor shall comply with instruction of the Architect/ Client regarding formwork designing, erection, execution, rotation, maintenance and reuse.
16. Following points shall be observed very carefully:
  - a) Joints of formwork shall be watertight. It is easy to check from the bottom and make sure no light is visible
  - b) Props shall be on solid base, plumbed, in straight line, braced horizontally and cross
  - c) Tie-bars, bracing and spacers in beams, walls and columns shall be at correct place/location and fully tight
  - d) Wedges shall be fully secured and nailed with heads left out for easy removal
  - e) All saw dust, dirt, shavings and any other unwanted material shall be cleaned and hosed out
  - f) Provision shall be made for watching formwork while concreting and any other platform needed for movement of workers without any disturbance to the reinforcement
  - g) Provision is made for traffic on formwork: not to bear directly on reinforcing steel.
  - h) Number of reuses shall be decided by the Architect/ Client on examining the condition of formwork after each use. If during concreting any weakness develops or formwork shows any distress, the work shall be stopped and remedial action taken.

17. Finishing Formed Surfaces The Contractor shall:

- a) Repair and patch defective areas with fins and other projections completely removed or smoothed.
- b) To smooth concrete where fins and other projections have formed moisten concrete surface within a day after forms have been removed and rub with carborundum brick until surface is a uniform colour and texture within the projection limits.
- c) Not apply cement ground other than that produced by the rubbing process.
- d) Remove and replace concrete having defective surfaces if defects cannot be repaired to the satisfaction of the superintendent.

Surface defects shall include colour and texture irregularities, cracks, spills, air bubbles, honeycombs, rock pockets, fins and other projection on the surface, stain and form tie holes.

The contractor shall:

- a) Undercut voids larger than 25mm diameter and fill with fresh concrete after thoroughly wetting concrete surfaces.
- b) Fill small holes and irregularities using 2:1 (Portland cement to fine sand by volume) grout mixed with approved bonding admixture according to manufacturer's specification.
- c) Blend standard Portland cement with white Portland cement if necessary so that final colour of dry grout will match adjacent surfaces.
- d) After applying grout to repair area, wipe with Hessian cloth to match adjacent texture and within the specified surface tolerances.

- e) Keep concrete patch damp with fog \*spray for at least 36 hours.

## **REMOVAL OF FORMWORK**

Formwork shall not be struck until the concrete has reached strength at least twice the stress to which the concrete may be subjected at the time of removal of formwork.

1. Formwork shall be removed carefully without jarring the concrete and curing of the concrete shall commence immediately. Sudden shocks / vibrations during removal of wedges shall be avoided. Where finished edges have re-entrant angles, remove formwork as early as possible to avoid shrinkage cracks.
2. Concrete surfaces to be exposed shall where required by the Architect/ Client, be rubbed with carborundum stone to give a smooth and even finish.
3. Where concrete requires plastering or other finish later, the concrete surface shall be hacked as directed.
4. No extra charge will be allowed to the Contractor for such work.

## **QUALITY ASSURANCE**

1. Supervisory staff shall have qualification and experience in the above field.
2. Welders qualified and having approved certificates for welding shall be employed.

## **GENERAL DESCRIPTION**

The contractor shall furnish all materials, labor operation, equipment, tools and plant and incidentals necessary and required for the completion of all metal work in connection items of metal work as called for in the drawings. The drawing and specifications cover the major requirements only. The supplying of additional fastenings, accessory features and other items not mentioned specifically herein but which are necessary to make a complete installation shall be a part of the contract.

## **2. BRICK MASONRY**

### **GENERAL.**

Brick Masonry shall consist of all work required in connection with constructing brick masonry at locations shown on drawings including, but not limited to, furnishing brick, Portland cement and sand for mortar and all other materials, and mixing, placing brick masonry as per bill of quantities.

### **MATERIALS.**

1. All Portland cement for mortar shall be furnished by the Contractor and shall conform to the applicable requirements specified in the section- 3.5.1.
2. All sand for mortar shall be furnished by the Contractor and shall conform to the applicable requirements for sand specified in the section- 3.5.2.
3. All water used in the manufacture of bricks and in the preparation of mortar shall be free from objectionable quantities of silt, organic matter, alkali, salts and other impurities, and will be tested and approved by the PMC/ ENGINEER-IN-CHARGE as per the guidelines of IS: 456.

### **MORTAR.**

- i) MIX: Mortar for all brick masonry, except where otherwise directed by the PMC/ ENGINEER- IN-CHARGE, shall consist

of one part cement to six parts of damp loose mortar sand by volume for brickwork 230mm and above. For brick piers, half brick walls, honey-combed brickwork and hollow (cavity) walls, the mortar mix shall consist of one part cement and four parts of sand. Quantity of water shall be just sufficient enough to produce proper consistency for the intended use. Where directed and approved by the PMC/ ENGINEER-IN- CHARGE , hydrated lime putty, shall be added to the mortar for increased workability. The putty shall, however, not exceed 25% by volume of the dry cement.

- ii) Methods and equipment used for mixing mortar be such as will accurately determine and control the amount of each separate ingredient entering into the mortar and shall be subject to the approval of the PMC/ ENGINEER-IN-CHARGE . Mortar shall be mixed only in sufficient quantities for immediate use and all mortar not used within 30 minutes after addition of the water to the mix shall be wasted. Re-tempering of mortar will not be allowed. The mixers shall be thoroughly cleaned and washed at the end of each day's work.

## **BRICK.**

- i) All bricks shall be of first class quality made from good brick earth, free from saline deposits and shall be sand moulded. They shall be thoroughly burnt without being vitrified, shall be regular, uniform in shape and size with sharp and square edges parallel faces and of deep red or copper colour. First class bricks shall be homogeneous in texture and emit a clear ringing sound when struck, and shall be free from flaws, cracks, chips, stones and nodules of lime. First class brick in an oven dried condition shall not absorb more than 1/5 of its weight of water when immersed for one hour in water at 21 to 27 degrees centigrade and shall show no signs of efflorescence on subsequent drying. The average compressive strength of five representative first class bricks shall be 15 N/mm.sq.and shall no result shall fall below 10 N/mm sq. The bricks in general shall conform to the requirements of IS:1077.

All bricks shall be manufactured by the Trench Kiln method or other standard methods approved by the PMC/ ENGINEER-IN-CHARGE . The earth used in manufacturing bricks shall be carefully selected and shall be free from objectionable quantities of lime, gravel coarse and, roots, or other organic matter salts shall not exceed 0.3% and calcium carbonate shall not exceed 2.0% .

- ii) The moulds used in the manufacture of bricks shall be thoroughly sanded before each use and shall be sufficiently larger than the size of the bricks being manufactured to allow for shrinkage in drying and burning. The size ready for use shall be 9" by 4 3/8" by 2 1/4" (229X 112X 70mm) and shall weigh between 3.2 to 4.2 Kilograms. All bricks shall have a "Frog" 1/4" deep on one face.

## **PLACING.**

1. The methods and equipment used for transporting the bricks and mortar shall be such as will not damage the brick nor delay the use of mixed mortar. Brick shall not be placed during rains sufficiently heavy or prolonged to wash the mortar from the brick. Mortar which becomes diluted by rain shall be removed and replaced before continuing with the work. All bricks to be used in brick masonry shall be moistened with water for three to four hours before they are used. The chosen method of wetting shall ensure that all bricks are thoroughly and uniformly wetted. All bricks shall be free from water adhering to their surface when they are placed in the brick masonry.
2. Bricks shall be laid "Frog" upward with mortar joints and in English bond as shown on the drawings or as directed by the PMC/ ENGINEER-IN-CHARGE . Both bed and vertical joints shall be 6mm in thickness completely filled with cement mortar as specified herein, and each brick shall be bedded by firmly tapping with the handle of the trowel. All horizontal joints shall be parallel and all vertical joints in alternate courses shall be directly over one another. Excess mortar at the outer edges shall be removed and joints drawn straight with the edge of a trowel and a straight edge. All anchors and similar work required to be embedded in the brick masonry shall be installed as the work progresses. At the completion of the work all holes or defective mortar joints shall be cut out and repointed.
3. The exterior faces of the walls shall be finished by striking the joints as the work proceeds. The joints shall be struck by raking the green mortar after the brick work has been laid and finishing the joint with a pointing tool. Horizontal joints shall be struck to form a weathered joints and vertical joints shall be struck with a V notch. Care shall be taken that the striking tools do not develop a cutting edge as the object of striking the joint is to compress the mortar into the joints.
4. REINFORCED BRICKWORK: All half brickwork shall be reinforced with 2 no. 6.mm dia M.S. round bars or equivalent reinforcement at every fourth course. The reinforcement cleaned of rust and loose flakes with a wire brush, shall

be embedded thoroughly in cement mortar at every fourth course. It shall be cast in or securely fixed to adjoining columns or walls, in a manner approved by the PMC/ ENGINEER-IN-CHARGE.

## **CURING AND REPAIR.**

All brick masonry shall be water cured and shall be kept wet for least seven days by an approved method which will keep all surfaces continuously wet. Water used for curing shall meet the requirements of these specifications for water used in the manufacture of bricks.

If, after the completion of any brick masonry work, the brick is not in alignment or level, or does not conform to the lines and grades shown on the drawings, or shows a defective surface, it shall be removed and replaced by the Contractor at his expense unless the PMC/ ENGINEER-IN-CHARGE grants permission, in writing to patch or replace the defective area.

## **SCAFFOLDING.**

Contractor shall provide safe scaffolding of adequate strength for use of workmen at all levels and heights at his own expenses. Scaffolding which is unsafe in the opinion of the PMC/ ENGINEER-IN-CHARGE shall not be used until it has been strengthened and made safe for use of workmen. Cost of scaffolding etc., shall be included by the Contractor in the unit rate for masonry items.

Damaged, masonry from scaffolding or from any other objection shall be repaired by the Contractor at his own cost.

## **TOLERANCES.**

The brick work shall be erected plumb and true to line at level with the maximum variation in any storey height of any length of wall being one meter. The maximum tolerance in the length, height or width of any single masonry unit shall be +/- 3mm.

## **MEASUREMENT AND PAYMENT.**

### **1. GENERAL.**

Except otherwise specified herein or elsewhere in the contract documents, the measurement and payment will be made for the under mentioned specified works related to the relevant items of the bill of quantities.

- a) Cutting & chiseling of masonry wherever required.
- b) Cement sand mortar used in laying bricks including wastage.
- c) Curing & repairing the masonry work.
- d) All joint reinforcing bars, reinforcing anchor bars and dove tail anchors.

### **2. BRICK MASONRY.**

#### **a) Measurement:-**

Measurement of acceptable completed works of brick masonry will be made on the basis of cubic metres for 200mm thick brickwork and Square metres for 100mm thick brickwork provided and installed in position as shown on the drawing or as directed by the PMC/ ENGINEER-IN-CHARGE .

#### **b) Payment:-**

Payment will be made for acceptable measured quantity of brick masonry on the basis of unit rate per cu.m./ per sq.m. quoted in the bill of quantities and shall constitute full compensation for all the works related to the items.

### **3. SCAFFOLDING.**

Contractor shall provide safe scaffolding of adequate strength for use of workmen at all levels and heights at his own expense. Scaffolding which is unsafe in the opinion of the PMC/ ENGINEER-IN-CHARGE shall not be used until it has been strengthened and made safe for use of workmen. Cost of scaffolding etc., shall be included by the Contractor in the unit rate for masonry items.

Damage to masonry form scaffolding or from any other object shall be repaired by the Contractor at his own cost.

#### **4. JOINTING.**

- a) Jointing is the forming of joints as work proceeds.
- b) Joints shall be as follows:
- c) Exterior exposed joints shall be tightly formed to a weather joint with the point of the trowel.
- d) Interior exposed joints shall be tightly formed to a concave joint.
- e) Joints which are subsequently covered with plaster or other finish materials shall be struck flush.

#### **5. TOLERANCES.**

All block work shall be erected plumb and true to line and level with the maximum variation in any storey height or any length of wall being one mm in one meter. The maximum tolerance in the length, height or width of any single masonry unit shall be +,-3mm.

#### **6. DAMP PROOF COURSE.**

Damp proof courses shall be laid on an even mortar bed, free from projections which may puncture the material. Where the damp proof course is to be stepped only flexible membranes shall be used.

Damp proof course unless otherwise specified shall consist of cement concrete 50mm thick, mixed with approved quality water proofing compound as per manufacturers specifications and shall be laid at required level as per drawings and instructions of the PMC/ ENGINEER-IN-CHARGE . The D.P.C. shall be tamped, consolidated, leveled and edges and corners made to the requirements of drawings and shall include finishing and curing.

#### **7. SOLID BLOCK WORK AROUND OPENING OF HOLLOW MASONRY.**

Around all openings in hollow block masonry, the Contractor shall provide solid block work of same thickness as that of hollow block masonry wall and of width as indicated on the drawings. Solid block shall be laid around openings in a manner that these are bonded integrally with hollow block masonry.

#### **8. EXPANSION JOINT.**

Where shown on the drawings, expansions joint shall be provided. The joint shall be filled with silicon sealant and finished true to line and level.

#### **9. CURING AND REPAIRS.**

All block masonry shall be water cured and shall be kept wet for at least seven days, by an approved method which will keep all surfaces to be cured continuously wet. Water used for curing shall meet the requirements of these specifications for water used in the manufacture of blocks.

If, after the completion of any block masonry work, the block is not in alignment or level , or does not, conform to the lines and grades shown on the drawings or shows a defective surface, it shall be removed and replaced by the Contractor at his expense unless the PMC/ ENGINEER-IN-CHARGE grants permission, in writing, to patch or replace the defective area.

#### **10. MEASUREMENT AND PAYMENT.**

##### **a) GENERAL.**

Except otherwise specified herein or else where in the contract documents, no measurement and payment will be made for the under mentioned specified works related to the relevant items of the bill of quantities. The cost there of shall be deemed to have been included in the quoted unit rate of the respective items of the bill of quantities.

- i) Chiseling of masonry, where required.
- ii) Providing and fixing all joint reinforcing bars and dove tail anchors.
- iii) Providing and filling Class 'D' concrete in the cavity of hollow block masonry.
- iv) Providing and laying damp proof courses.
- v) Providing and installing expansion joint in block masonry.

b) HOLLOW BLOCK MASONRY.

- i) Measurement.

In case of different thickness of slab in different areas or rooms or for any other reasons, whatsoever , if chiseling of masonry is required, the Contractor shall do so at his own cost. Where for any reason what so ever the height of the wall is short of ceiling height shall be made good with Class 'C' nominal mix concrete. This concrete shall neither be measured nor be paid under item of concrete but will be paid for under the item of wall masonry. Similarly where the lintel heights are such that the Contractor has to chisel the masonry or provide cast-in-place concrete to make up the height of the course, no payment will be made for chiseling, but where such cast-in-place concrete is provided, payment for the same will be made at the unit rate of masonry.

Measurement for acceptably works of Hollow block masonry will be made on the basis of number of SqM provided and installed in position as shown on the drawings or as directed by the PMC/ ENGINEER-IN-CHARGE . Each measurement shall be taken to the nearest 1/2". All openings left in the masonry wall will be deducted.

- ii) PAYMENT.

Payment will be made for acceptable measured quantity of Hollow block masonry work on the basis of unit rate per Sq M quoted in the bill of quantities and shall constitute full compensation for all the works related to the item.

### **3. FINISHING**

#### **GENERAL CONSIDERATIONS**

1. All plaster work shall be of the best workmanship and in strict accordance with the dimensions of the drawings. All plastering shall be finished to true levels including plumbs, without imperfections, and square with adjoining work. It shall form proper foundations for finishing materials such as paint etc. Masonry and concrete surface to which plaster is to be applied shall be clean, free from efflorescence, sufficiently rough and keyed to ensure proper bond.
2. Wherever directed all joints between RCC frames and masonry walls, shall be expressed by a groove in the plaster. This groove will exactly coincide with the joint beneath. At the corners of all windows and doors or other openings and wherever instructed, 24 gauge expanded galvanized metal mesh strips 200 mm wide 450 mm long shall be placed diagonally to prevent plaster cracks.
3. Where grooves are not called for, the joint between concrete and masonry in filling shall be covered by 24 gauge expanded galvanized metal strips, 200 mm wide installed before plastering. The contractor shall supply all necessary labour, material, tools and scaffolding necessary for the completion of the work detailed. He shall be responsible to take proper precautions to all works from damage. Any work rejected through non-compliance with the specifications or damaged work shall be removed and replaced at the expense of the contractor.
4. All chasing, installation of conduits, boxes, etc. shall be completed before any plastering is commenced on a surface. Chasing or cutting of plaster will not be permitted. Broken corners shall be cut back less than 150 mm on both sides and patched with plaster of Paris as directed. All corners shall be rounded to a radius. Contractor shall get samples of each type of plaster work approved by the Architect/PMC/ENGINEER-IN-CHARGE .
5. The materials used for plastering shall be proportioned by volume by means of gauge boxes. Alternatively it may be required to proportion the materials by weight.

#### **PLASTER WORK**

1. The joints in the brick work, concrete blocks, shall be raked to a depth of 15 mm while the masonry is green. Concrete surfaces to receive plaster shall be suitably roughened. All walls shall be washed with water and kept damp for 10 hours before plastering.
2. The plaster unless specified otherwise shall be average of 15 mm thick on walls and minimum 6 mm thick for the ceiling. The finished texture shall be as approved by the Architect/PMC/ENGINEER-IN-CHARGE . The mix for plaster unless otherwise specified, shall be one part cement and four parts sand, to walls and one part cement, 3 parts sand to ceiling.
3. The interior plaster shall be applied in one coat only. The surface shall be trowelled smooth to an approved surface. All plaster work shall be kept continuously wet for seven days.
4. The external plaster shall be of two coats on an overall thickness of minimum 20 mm. Preparations of walls to receive plaster work shall be the same as in internal plaster. Backing coat shall be 12 to 15 mm thick with cement mortar 1:5 and finishing coat shall be with cement mortar 1:3. Backing coats shall be combed on wet surface to form keys for finishing coat. All external plaster shall be waterproofed with approved water proofing powder added to cement in proportion of 1.5 Kg. to 50 Kg. of cement as per the manufacturers' instruction, for both the coats. Cost of waterproofing powder per Kg. shall be paid for separately.
5. For sand faced cement plaster, the finishing coat shall be in cement mortar 1:3, sand used shall be of selected colour, properly graded and washed so as to give a grained texture. Finishing plaster coat shall be 8 mm thick, uniformly applied and surface finished with special rubbing by sponge pads and other tools and recommended by the Architect/PMC/ENGINEER-IN-CHARGE .
6. For rough cast plaster, the backing shall be floated with 3 mm thick cement mortar 1:4 with fine sand, spread in small areas not exceeding 2 Sq.mt. at a time. While this coat is still wet, the rough cast containing a mixture of 1 part of cement, 2 parts of fine sand and 1 part of gravel, 3 to 6 mm size, shall be dashed on the floating coat, to a uniform thickness of 15 mm thick and finished even.

## **WHITE WASHING**

### 1. WHITE WASHING WITH LIME

The wash shall be prepared from fresh stone lime (Narnaul/Satna or Dehradun quality). The lime shall be thoroughly slaked on the spot, mixed and stirred with sufficiencies to water to make a thin cream. This shall be allowed to stand for a period of 24 hours and then shall be screened through a clean coarse cloth. 40 gm of gum dissolved in hot water, shall be added to each 10 entire delimiters of cream. The approximate quantity of water to be added in making ht cream will be 5 liters of water to 1 Kg. of lime.

Indigo (Neel) up to 3 gm. per Kg. of lime dissolved in water, shall then be added and wash stirred well. Water then shall be added at the rate of about 5 liters per Kg. of lime to produce a milky solution.

### 2. PREPARATION OF SURFACE

Before white washing is started, the surface shall be thoroughly brushed free from mortar droppings and foreign-matter. Any unevenness shall be made good by applying putty made of plaster of Paris mixed with water on the entire surface including filling up the undulations and then sand papering the same after it dry.

### 3. APPLICATION

The white wash shall be applied with moon brushes to the specified number of coats. The operation for each coal shall consist of a stroke of the brush given from top downwards, another from bottom upwards over the first stroke, and similarly one stroke horizontally from the right and another from the left before it dries up.

### 4. RATE

The rate shall include cost of all materials and labour involved in all the operations described above including scaffolding, protecting doors, windows, floor etc. from splashes and dropping.

## **WHITE WASHING WITH WHITING**

Preparation of mix: Whiting (ground white chalk) shall be dissolved in sufficient quantity of warm and thoroughly stirred to form thin slurry which shall then be screened through a clean coarse cloth. Two Kg. of gum and 0.4 Kg. of copper sulphate dissolved separately in hot water shall be added for every cum of the slurry which shall then be diluted with water to the consistency of milk also as to make a wash ready for use.

Other specifications described in above shall be applied in this case also.

#### **4. SPECIFICATIONS FOR ANODIZED ALUMINIUM WORK**

##### **GENERAL :**

The work shall be carried out a per approved ARCHITECTURAL drawings as per instructions of ENGINEER-IN-CHARGE .Special dimensions or directions in these specifications / nomenclature of the items shall supersede all other instructions.

##### **MATERIAL:**

Inspection of Material and works: All materials brought to the site by the Contractor, for use in the work as well as fabricated work shall be subjected to inspection and approval by ENGINEER- IN-CHARGE , get necessary tests, carried out on materials and own at his own cost of the Contractor.

- a) **Removal of Rejected Material / Works :** In case any material / works are rejected by the ENGINEER –IN – CHARGE the same shall be removed from the site within 48 hours failing which the same may be removed by the ENGINEER – IN- CHARGE at the risk and the cost of the Contractor.
- b) **Manufacturer's Test Certificate :** The Contractor shall , if required by the ENGINEER- IN-CHARGE ,produce manufacturer's test certificate for any material or particular batch of material supplied by him . The test(s) carried out shall be as per relevant specifications/ Indian Standard Code

##### **APPROVAL OF SAMPLES:**

The Contractor shall submit to the ENGINEER –IN –CHARGE shop drawing of all doors / windows / ventilators / glazing etc. along with samples of all the materials for approval and no work shall commence before such samples are approved. Samples of unanodised as well as anodized sections ,PVC/ Neoprene / EPDM gaskets ,hardware fittings and fixtures, glass screws etc. any other material work shall be supplied and samples will be retained as standards of materials and workmanship . The cost of the shop drawings and samples shall be borne by the CONTRACTOR.

##### **ALUMINIUM SECTIONS:**

1. The aluminium sections shall confirm to I.S. Designation HE 9 WP / HV 9 WP alloy with chemical composition and technical properties as per I.S.733 and I.S.1285. The aluminium section section shall confirm to the following parameters also.
  - a) The minimum tensile strength shall be 19 kg f/mm
  - b) The maximum allowable deviation in length from a straight line shall be 0.5 mm / metre
  - c) The maximum allowable deviation from straight shall be one degree.
  - d) The maximum permissible twist shall be 0.5 mm / metre.
  - e) The maximum variation in flatness shall be not more than 0.125 x 25 width.
2. Aluminium sections manufactures by reputed companies like HINDALCO / Jindal shall be used but the unit weight of the section should be not less than the unit weight of various components as specified in the drawings or in the nomenclature of item of works. For any excess weight of section used nothing extra shall be paid. However weights of finished anodized sections shall be considered for payment.

##### **FABRICATION :**

1. All joints shall be accurately fabricated and behave like in appearance. The finished surface shall be free from visible defects.
2. All hardware used shall conform to the relevant I.S.I a specifications and sampled shall be got approved from the Engineer – in – Charge before actual use. Each openable window and ventilators shall have an anodized shall have

an Anodized Aluminium handle and a stay door shall have handles, tower bolts, six lever brass mortise lock 70 mm size (Godrej) or equivalent with one side key arrangement and to be fixed with counter sunk machine screws. Handles, tower bolts etc. to be fixed with necessary nickel plated self tapping hardened steel screws.

3. All aluminium works shall be deemed to include in various items complete works including making arrangements for all fittings, fixtures etc. as directed and approved by Engineer- in- charge.
4. All doors, glazings etc. shall be made completely leak proof against water and air and for which no extra payment shall be made.
5. All aluminium works should provided for replacing damaged / broken glass pane without having to remove or damage any member of interior finishing materials.

#### **ANODIZING :**

1. All aluminium sections shall be anodized as per I.S. 7085. Anodizing to conform to I. S.1868 and shall be AC 15 grade with minimum thickness of 15 microns when measured as per I.S.6012.
2. The Contractor should satisfy himself by 100% checking in the factory that the thickness of the anodic coating is found to be minimum 15 microns. Testing shall be done for thickness at Contractor's cost. If any material is found sub-standard this shall be rejected by the Engineer –in-charge.
3. The anodized aluminium works shall conform to relevant I.S.Codes relating to materials,workmanship,fabrication,finishing,erection,installation etc. In this connection relevant I.S. Codes including no. 1868 I.S.733 ,I.S.1948 ,I.S.7085, I.S 6012,1285,I.S.740 are considered applicable by the ENGINEER –IN-CHARGE and shall be followed.
4. Protective paper tape shall be applied on the anodized sections before they are brought on site. Then protective paper tape shall be removed after installation is complete.

#### **GLAZING :**

1. All glass panes shall be retained within aluminium framing by use of exterior grade PVC/Neoprene/EPDM Gaskets. No water leakage shall occur on the interior even if water penetrates exterior neoprene gaskets. Gas edges shall be clean cut into exact size glass with chipped or damaged edge shall be rejected.
2. For doors, glass of 5.5mm thickness conforming to classification 'A'quality or selected quality of I.S. 2835, shall be used.

#### **FIXING :**

The screws used for fixing aluminium member shall be of nickel plated hardened steel (Nettle fold or equivalent) threads of machine screws used shall conform to requirements of I.S 4218.

#### **PROTECTION AND CLEANING :**

After the work is completed aluminium works including glass panes shall be washed with a suitable thinner and water to remove all marks and blemishes etc. in order to give a uniform clear appearance.

**SECTION – XII : LIST OF MAKES**

## **SECTION – XII: LIST OF MAKES**

### **LIST OF APPROVED MAKES FOR CIVIL & FINISHING WORKS**

<b>S. No.</b>	<b>Details of Materials / Equipment</b>	<b>Manufacturer's Name</b>
<b>A. CONCRETE</b>		
1.	Concrete Admixtures	Fosroc Sika BASF
2.	Cementitious non shrink	Fosroc Sika CICO
3.	Grey Cement (OPC) Grade43/53	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 Steel/ hollow tube section	TATA SAIL VIZAG
7.	Anti-Termite Treatment Buildings	Dusban TC Chlorpyr-ifostc Dhanvka
8.	Anchor fasteners	Hilti Fischer Anchor-man
9.	SBR Latex	Fosroc BASF Rouf

S. No.	Details of Materials / Equipment	Manufacturer's Name
<b>B. DOORS &amp; WINDOWS</b>		
1.	Fire door	Navair Adhunik Balco
2.	Aluminium Sections	Jindal Hindalco Indal
3.	Glass	Saint Gobain Modi float AsahiIndia
4.	Glass wool	Up Twiga llyod
5.	Ply & Boards/ Flush door shutters / Block boards	Greenply Kitply Century
6.	Pressed Steel Door / Windows Frames & Shutters	Perfect Agew Anand Windows (New Delhi)
7.	Hardware (Door Fittings or Door Lock)	Door set Dorma Ozone
8.	Adhesives	Araldite Fevicol SH
9.	EPDM Gasket	Dow Cornings
10.	Veneers 3/4"	Euro Greenply Anchor
11.	Laminates 1mm and 1.5 mm	Greenlam Century Kitply

S. No.	Details of Materials / Equipment	Manufacturer's Name
12.	ACP Panels	Alucobond Alstrong
13.	Door Lock	Dorset Godrej Ozone
14.	Hydraulic Door Closer	Dorset Everite Ozone
15.	Floor Spring	Dorma Everite Geze
16.	Patch Fittings	Ozone Enox Zaha
17.	Glass door Handles	Kich Dunex Dorma
18.	Mortice	Godrej Dunex Kich
19.	Handles	Dorma Dorest Ozone
20.	Pre-laminated Particle board	Green ply Century ply Archid ply

S. No.	Details of Materials / Equipment	Manufacturer's Name
C.	<b>FINISHING</b>	
1.	Cement Paint	Super Snowcem Nitcocem Asian
2.	PAINTS - Plastic Emulsion / Acrylic Emulsion / Synthetic Enamel OBD / Luster	c Asian Paints ICI Berger
3.	External Paint	Asian Apex Ultima ICI Duxel weather-shield Max Berger Weather- coat long life
4.	Epoxy Paint	Asian Berger MRF
6.	PU Paint	BASF Berger Asian
7.	Thermo Plastic Paint	Shalimar Asian BASF
8.	Primer / PUTTY	Birla JK ICI
9.	Wood preservative	Wood guard Termiseal MRF
10.	Fire retardant paint	BASF Noble Fire retard
11.	False Ceiling (Calcium Silicate Board)	Ramco India Gypsum Saint Govin
12	Board Partition (Calcium Silicate Board)	Ramco India Gypsum Saint Govin

S. No.	Details of Materials / Equipment	Manufacturer's Name
13	Silicon Sealant	Dow Corning Wacker GE
14	Poly-sulphide Sealant	Fosroc Dr. Fixit Choksey Chemicals
15	Gypsum Plaster	St. Gobain Birla Dudhi
16	Gypsum Board	India Gypsum Boral
17	SS Pipes	Magnum Dorma Jindal
<b>D. FLOORING</b>		
1.	Ceramic / Vitrified Tile	H & R Johnson Kajaria Soman
2.	PVC Vinyl Flooring	Armstrong RMG Bhor
3.	Paper Block	GICO Tulsi
4.	White Cement	Birla White JK White
5.	ACP	<b>ALU DÉCOR, ALUCO BOND, ALPOIC</b>

S. No.	Details of Materials / Equipment	Manufacturer's Name
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**D. ROOFING**

1. Galvalume Precoated		TATA BLUE SCOPE Multi Colour Interarch
2. GI Fittings		R' Brand Unik
3. GI Pipes	Tata	Surya Jindal
4. Polycarbonate Sheet		LEXAN Lloyd GE

**E. ROAD**

1. Bitumen Impregnated Board	Shalitex Seleflex Pre-moulded filler board Jolly Board
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**LIST OF APPROVED MAKES FOR EQUIPMENT & MATERIALS PLUMBING AND**

S.No.	Details of Materials / Equipment	Manufacturer's Name
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**FIREFIGHTING SYSTEM**

S.No.	Details of Materials / Equipment	Manufacturer's Name
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**A. PLUMBING SYSTEM**

1.	a. Vitreous China Sanitary Ware	Kohler Duravit Roca
	b. WC Connectors	Multikwik (UK) Prince Supreme
	c. Concealed Cistern	Viega Gebrit Commander
2.	Seat Cover (Heavy Duty)	Commander
3.	Stainless Steel Sink	Jayna Neelkanth Kingston Nirali
4.	Auto Urinal Flush System (Battery operated)	AOS Auto Robo Flushing System Toshi UTEC System Euronics
5.	Hand Drier	Euronics Utec World Dryer Corporation Kopal
6.	CP Brass Fittings	Jaquar Ess-Ess Gem Aquaplus
7.	WC Connectors	Prince Supreme
8.	Floor Drain Fixture, Rain Water Outlets & Channel Gratings	ACO GMGR Neer
9.	Shower Channel / PP – car parking channel	ACO Viega
10.	C.P. Grating for Floor Trap	GMGR Chilly
11.	Cast Iron Pipes & Fittings Manhole covers and frames	
	a. As per IS:3989 (Pipes & Fittings)	NECO
	b. As per IS:1729 (Manhole covers and frames)	NECO Raj Iron Foundry Agra
	c. As per IS:1536 (CI Class LA Pipes)	Electro Steel Calcutta IISCO Kesoram Calcutta NECO, NECO

S.No.	Details of Materials / Equipment	Manufacturer's Name
	d. D.I. Manhole Covers & Frames	Kartar valves & fittings NECO
	e. CILA fittings	Kartar valves & fittings, NECO
	f. Suspended Manhole and Gully Trap	Patel Pattern
12.	Drip Seal	Vinod Cement Co. Chandigarh (PJS-43)
13.	GI / M.S Pipes (IS : 1239 and IS : 3589)	Jindal Tata Steel
14.	GI pipes fittings	Unik Zoloto M
15.	GI pipe sealent	Henkel - LOCTITE 55
16.	Pipe clamp & supports	Chilly Euroclamp
17.	UPVC Pipe	Finolex Prince Supreme
18.	CPVC pipes	Ajay Ashirwad Astral
19.	RCC Pipe	K K Pranali, Local & Approved
20.	Stoneware Pipes, Gully Traps	Perfect Potteries, JABALPUR Rajura, Local & Approved
21.	GM / Forged Brass Valves	Danfoss Jayhiwa Zoloto
22.	Sluice Valves	Indian Valve Company Kirloskar
23.	Butterfly Valve	Audco Danfoss Jayhiwa
24.	Check Valve – WaferType	Advance Danfoss Kirloskar
	Check Valve – Dual Plate	Advance
25.	Pressure Reducing Valve	Honeywell RB Zoloto
26.	Solenoid Valve	Avcon Danfoss
27.	Air Release Valve	Arco OR Zoloto
28.	Ball Float Valve	Esseti

S.No.	Details of Materials / Equipment	Manufacturer's Name
		HBD Zoloto
29.	Y Strainer	Emerald Zoloto
30.	Hydropneumatic System	DP - Holland Grundfos ITT Industries Willo – Mather & Platt
31.	Storm Water Drainage Sump Pumps (Submersible)	DP - Holland Grundfos ITT Willo – Mather & Platt
32.	Sewage Handling Pumps	DP – Holland Grundfos ITT Willo – Mather & Platt
33.	Transfer Pumps	DP - Holland Grundfos ITT Willo - Mather & Platt
34.	Mechanical Seal	Burgmann Sealol
35.	Couplings	Lovejoy
36.	Anti Vibration Mounting & Flexible Connections	Dunlop Flexionics Kanwal Industrial Corporation Resistoflex
37.	Pressure Gauge	Emerald Fiebig H Guru
38.	Water Meter (Mechanical Type)	Actaris Capstan Kaycee Kranti
39.	Electronic Flow Meter	Krohne (Forbes Marshall) Rockwin
40.	Level Controller & Indicator (Water)	Auto Pump Cirrus Engineering Technika Techtrol
41.	Paints	Asian Paints Berger ICI Shalimar Paints
42.	MH / Water Tank Plastic Steps	KGM Patel Pranali Industries
43.	Insulation for Hot Water Pipes	Aflex Armacell - Armaflex Eurobatex – Union Foam

S.No.	Details of Materials / Equipment	Manufacturer's Name
		K-Flex ST Thermafлекс
44.	Three Way Motorized Valve	Danfoss Honeywell Johnson Control Siemens
45.	Welding Rods	ADOR Cosmos Esab
46.	Fastner	Fisher Hilti
47.	Fire Sealant	Birla 3 M Hilti Promat
48.	Water Treatment Plant	Enhanced Wapp Systems Ion Exchange Thermax Apex Eco Tech
49.	Ultra Violet Water Purifier (WTP / STP)	Alfa UV - Mumbai Eureka Forbes Pentair
50.	Dosing Pumps	Grundfos LMI Pulser Feeder Toschon
51.	Ductile Iron Pipes	Electrosteel Kesaram
52.	HDPE Pipes	Jain Irrigation Oriplast Reliance Duraline
53.	SS Exp. Joints	Kanwal Industrial Corporation Dunlop Resistoflex

## B. FIRE FIGHTING SYSTEM

1. Fire / Sprinkler Main Pump / Jockey
 

Grundfos  
ITT (A-C Pumps)  
Kirloskar  
Wilo - Mather & Platt
2. Diesel Engine
 

Cummins  
Greaves  
KOEL
3. Motor
 

ABB  
Bharat Bijlee  
Kirloskar  
Siemens
4. G.I. / M.S. Pipes (IS : 1239 / IS : 3589)
 

Jindal  
Tata Steel

S.No.	Details of Materials / Equipment	Manufacturer's Name
5.	Standard M.S. Fittings	Seamless Fittings
6.	DI / CI / Forged Steel Fittings	Jainsons Industries VS
7.	C.I. (Class L.A.) Pipes	Electro Steel Culcutta IISCO Kesoram Calcutta NECO
8.	MH Cover & Frame	Kartar Pipe and fittings NECO Raj Iron Foundry, Agra
9.	Paints	Asian Paints Berger ICI Shalimar Paints
10.	Double / Single Headed Landing Valve	New Age Safeguard Minimax Eversafe
11.	Fire Hose	CRC Eversafe Jayashree New Age Safeguard
12.	First Aid Hose Reel (LPCB Approved)	Eversafe New Age Safeguard Minimax
13.	Gun Metal Branch Pipe	New Age Safeguard Eversafe Minimax
14.	Fireman Axe	New Age Safeguard Eversafe Minimax
15.	Installation Control Valve	HD Tyco Viking
16.	Sprinkler Heads	Victaulic Tyco Viking Newage
17.	Fire Extinguishers	Alert - Tyco Eversafe Minimax Safeguard

S.No.	Details of Materials / Equipment	Manufacturer's Name
18.	Water Flow Switch	Honeywell System Sensor Spray Safe
19.	Pipe Protection Wrapping	IWL - Pypkote Rustech - Coatek
20.	Pipe clamp & supports	Chilly Euroclamp
21.	GM / Forged Brass Valves	Danfoss Jayhiwa Zoloto
22.	Sluice Valves	Indian Valve Company Kirloskar
23.	Butterfly Valve	Audco Danfoss Jayhiwa
24.	Check Valve – Wafer Type	Advance Danfoss Kirloskar
	Check Valve – Dual Plate	Advance
25.	Pressure Reducing Valve (Listed)	Tyco
26.	Air Release Valve	Arco OR Zoloto
27.	Ball Float Valve	Esseti HBD Zoloto
28.	Y Strainer	Emerald Zoloto
29.	Mechanical Seal	Burgmann Sealol
30.	Couplings	Lovejoy
31.	Anti Vibration Mounting & Flexible Connections	Dunlop Flexionics Kanwal Industrial Corporation Resistoflex
32.	Pressure Gauge	Emerald Fiebig H Guru
33.	Level Controller & Indicator (Water)	Auto Pump Cirrus Engineering Technika Techtrol
34.	Paints	Asian Paints Berger ICI Shalimar Paints

S.No.	Details of Materials / Equipment	Manufacturer's Name
35.	Welding Rods	ADOR Cosmos Esab
36.	Fastner	Fisher Hilti
37.	Fire Sealant	Birla 3 M Hilti Promat
38.	Grooved Couplings	Victaulic Viking Shurjoint
39.	Flexible Drops	Easy Flex Newage Dungaflex
40.	Internal & External Fire Hose Cabinet	Eversafe New Age Safeguard Minimax
41.	Fire Brigade Inlet Connection	Eversafe New Age Safeguard Minimax
42.	Fire Brigade Draw Out Connection	Eversafe New Age Safeguard Minimax
43.	Fire Buckets	Minimax New Age Safeguard Minimax

S.No.	Details of Materials / Equipment	Manufacturer's Name
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**LIST OF APPROVED MAKES FOR ELECTRICAL EQUIPMENT & MATERIALS**

S.No.	Details of Materials / Equipment	Manufacturer's Name
<b>A. HIGH VOLTAGE EQUIPMENT (33 KV)</b>		
1	Oil Filled type Transformer with OLTC	Areva Voltamp Crompton Greaves Ltd. ABB
2.	HT panel	ABB Siemens Areva
3.	Protection Relays	
a.	Numeric Type	Areva ABB Siemens L & T Easun Reyrolle
b.	Electromagnetic Type	Areva Easun Reyrolle
4.	Potential Transformer	Automatic Electric ABB Pragati Gilbert & Maxwell Precise
5.	Current Transformer (Cast Resin Epoxy Coated)	Automatic Electric ABB Pragati Gilbert & Maxwell Precise
6.	Static Power Meter & Logger (Trivector Meters)	Conzerv ( Schneider-Electric ) Ducatti Larsen & Toubro
7.	Electronic Digital Meter (A/V/PF/HZ/KWH) with LED Display.	Conzerv ( Schneider-Electric ) Ducatti
8.	HRC Fuse and Fuse Fitting	Siemens GE Power Control
9.	HT Jointing Kit	Raychem Birla-3M M-Seal Frontec
10.	HT Termination Kit	Raychem Birla-3M M-Seal

S.No.	Details of Materials / Equipment	Manufacturer's Name
11.	HT XLPE Cable	Cable corporation of India Universal RPG Cables
12.	Rubber Mats	Jyoti Maruti
13.	Fire Extinguisher	Alert Tyco Minimax Safeguard
<b>B. MEDIUM VOLTAGE EQUIPMENT</b>		
1.	Power Distribution Panels and Motor control centre	Adlec System Pvt. Ltd. Advance Panels & Switchgear (P) Ltd Tricolite Industries System Power & Control Ambit Switchgear
2.	Sandwiched Construction Bus ducts	Control & Switchgear GE Power Control Godrej (Henikwon) Intraco Megaduct (Marketed by Larsen & Toubro) Schneider Electric
3.	Final Distribution Board	Siemens Schneider Electric (MG) ABB GE Power Controls Hager (L&T) Legrand
4.	Air Circuit Breaker ( 3/4 Pole )	Siemens (3 WL) Schneider Electric (Master Pact NW ) L&T ( U Power ) ABB( E-Max) GE Power Controls (M-Pro)
5.	Moulded Case Circuit Breaker (MCCB)	Siemens ( 3VL ) Schneider Electric (Compact NSX) L&T (d-sine ) ABB ( T - Max ) GE Power Controls (Record Plus)
6.	Motor Protection Circuit Breaker(MPCB)	Siemens Schneider Electric Hager ( Marketed by Larsen & Toubro ) ABB GE Power Control
7.	Miniature Circuit Breakers (MCB)	Siemens Schneider Electric (MG) ABB GE Power Controls Hager (L&T) Legrand
8.	Residual Current Circuit Breaker (RCCB)	Siemens Schneider Electric (MG) ABB GE Power Controls Hager (L&T) Legrand

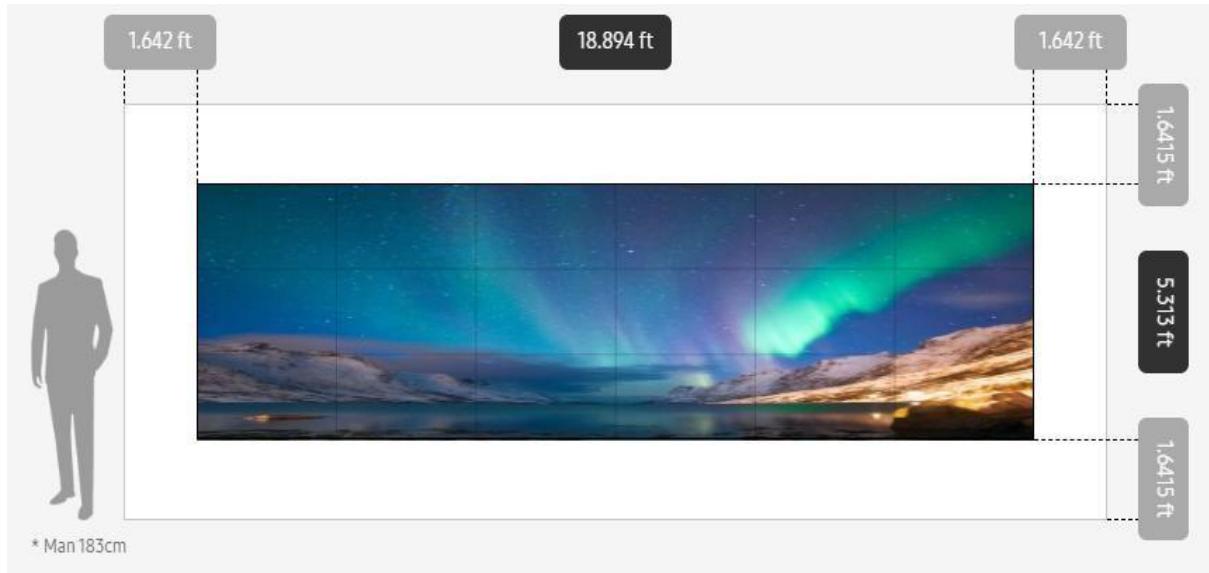
S.No.	Details of Materials / Equipment	Manufacturer's Name
9.	Power/Aux. Contactor	Siemens ABB GE Power Control Schneider Electric
10.	Change Over Switch	C & S H H Elcon HPL – Socomec Larsen & Toubro
11.	Control Transformer/Potential Transformers	Automatic Electric Gilbert & Maxwell Matrix Pragati Precise
12.	Current Transformer (Epoxy Cast Resin)	Automatic Electric Gilbert & Maxwell Matrix Pragati Precise
13.	Protection Relay	Siemens ABB Areva Larsen & Toubro
	a. Numeric Type	Siemens ABB Areva Larsen & Toubro
	b. Electromagnetic Type	ABB Areva
14.	Indicating Lamps LED type and Push Button	Larsen & Toubro (ESBEE) Schneider Electric Siemens Teknik Vaishno Electricals GE Power Controls
15.	Overload relays with built in Single Phase preventer	ABB GE Power Controls Larsen & Toubro Schneider Electric Siemens
16.	Electronic Digital Meters (A/V/PF/Hz/KW/KWH) with LED Display	ABB L&T Automatic Electric Conzerv ( Schneider Electric ) Secure Trinity
17.	Static Power Meter & Logger (SPML) With RS 485 port	Conzerv ( Schneider Electric ) Larsen & Toubro
18.	Power Capacitor (MPP) with detune filter	ABB Ducati GE Power Controls Matrix Meher (Larsen & Toubro) Siemens (Epcos)
19.	Automatic Power Factor Correction Relay	Areva

S.No.	Details of Materials / Equipment	Manufacturer's Name
	(Numeric Type)	BELUK (Germany) Conzerv Ducati Siemens
20.	PVC insulated XLPE aluminium/copper conductor armoured MV Cables upto 1100 V grade	Finolex Skytone Universal KEI Polycab Ekta Cables
21.	LT Jointing Kit / Termination	Raychem REPL Safe Kit
22.	Cable Glands Double Compression with earthing links	Baliga Lighting Comet Cosmos
23.	Bimetallic Cable Lug	Comet Cosmos Dowell's (Biller India) Hax Brass (Copper Alloy India)
24.	PVC insulated copper conductor stranded flexible wires (FRLS) -	Finolex Ekta Cables Polycab L & T R R Kabel Skytone
25.	Mettalic / GI Conduit (ISI approved)	AKG BEC NIC
26.	PVC Conduit & Accessories (ISI approved)	AKG BEC D Plast Duraline Polypack Precision
27.	Switch & Socket	ABB – Lumina/ Classic Clipsal (H2000 Series) Crabtree M K India (Wraparound) Legrand (Mosaic) Northwest
28.	Industrial Socket	
a.	Splash Proof	Clipsal Gewiss MDS Legrand Neptune Balls RR-PCE Schneider Electric
b.	Metal Clad	BCH Legrand

29.	Ceiling Fan	Anchor Crompton Greaves Havells Orient Usha
30.	Lighting Fxiture	Philips Wipro
	a. Fluorescent	Bajaj Electricals Ltd. GE Havells Sylvania (Linolite, Concord, Luminance)
	b. Incandescent / Halogen / PL / Metal Halide) /	Philips Wipro Keslec Artlite GE Havells Sylvania(Linolite, Concord, Luminance) C&S

**Section XIII**  
**LIST OF TENDER DRAWING & SKETCH**

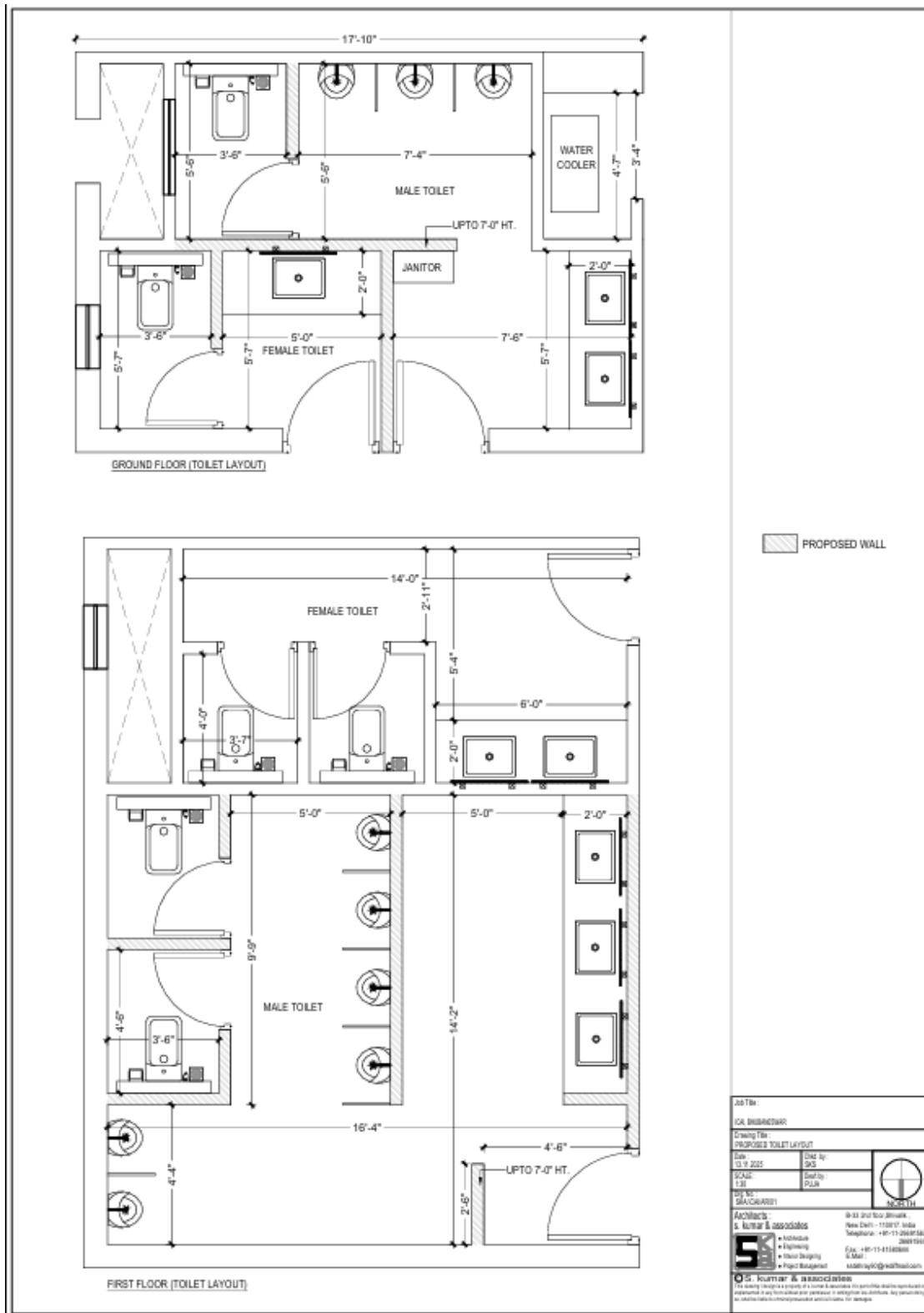
**A. 2 Pixel LED Panel**



**B. FAÇADE WORK**



### C. TOILET RENOVATION



**SECTION XIV****FINANCIAL BID**

Name of Work: \_\_\_\_\_

**RENOVATION/CIVIL, INTERIOR & FURNISHING WORKS AT ICAI BHAWAN, PLOT NO-A/122/1,NAYAPALLI,BHUBANESHWAR-751012**

**SUMMARY**

S. No.	SUB -HEAD	AMOUNT
A	<b>2 Pixel LED Panel</b>	
B	<b>Façade Works:</b>	
C	<b>Toilet Renovation Works:</b>	
	<b>Total-</b>	

**RENOVATION/CIVIL, INTERIOR & FURNISHING WORKS AT ICAI BHAWAN, PLOT NO-A/122/1,NAYAPALLI,BHUBANESHWAR-751012**

**A. 2 Pixel LED Panel**

**SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF LED PANEL**

<b>SL NO</b>	<b>ITEM</b>	<b>QTY</b>	<b>UNIT</b>	<b>UNIT RATE</b>	<b>AMOUNT</b>
<b>1</b>	2 Pixel LED Panel Screen Configuration L*H - 18.894*5.313 ft= 100.38 sqft <b>Make - Samsung or equivalent</b> <b>Warranty - 3 Years</b>	1	set		
<b>2</b>	LED Controller <b>Milestone or</b> <b>Warranty - 1 Year</b>	<b>Make - equivalent</b>	1	No	
<b>3</b>	Installation	1	No		
<b>TOTAL</b>					

**Terms and Condition:-**

1. Price should be exclusive of all Taxes.
2. Materials will be delivered within 30 Days from date of PO.
3. Electrical work should be inclusive in quoted rates.

**B. Façade Works:**

S.No.	Description	Unit	Quantity	Rate (In Rs.)	Amount (in Rs.)
1	<b>4 mm Thick ACP sheet (Class A2) :</b> Designing, fabricating, testing, installing and fixing in position Curtain Wall / external facade with Aluminium Composite Panel Cladding, with open grooves for linear as well as curvilinear portions of the building, for all heights and all levels etc. including: (a) Structural analysis & design and preparation of shop drawings for pressure equalisation or rain screen principle as required, proper drainage of water to make it watertight including checking of all the structural and functional design. (b) Providing, fabricating and supplying and fixing panels of aluminium composite panel cladding in pan shape in metallic colour of approved shades made out of 4 mm thick aluminium composite panel class A2 material consisting of 3 mm thick FR grade mineral core (passing Class A2 S1 D0 of EN13501-1) sandwiched between two Aluminium sheets (each 0.5mm thick). ACP grooves shall be 12 mm wide and filled with weather proof black sealant (of Pidilite-Dr. Fixit /3M /BASF /FORSOC /SIKA /MC BAUCHEMIE make). The Aluminium sheets shall be of AA3105 H14 grade passing EN485-2. The FR Grade mineral core shall consist of more than 90% halogen free inorganic content having density not less than 1800 Kg/m3. The Aluminium sheets shall be of AA3105 H14 grade passing EN485-2. The top aluminium sheet shall be coil coated with Kynar 500 based having 70:30 ratio of PVDF: Acrylic content having 15 years of warranty in accordance to AAMA 2605. The bottom Aluminium sheet shall have service coat of 4-7 microns as specified using stainless steel screws, nuts, bolts, washers, cleats, weather silicone sealant, backer rods etc. The weight of Aluminium Composite Panel shall not be less than 8.1 Kg/m3. (c) The fastening brackets of Aluminium alloy 6005 T5 / MS with Hot Dip Galvanised with serrations and serrated washers to arrest the wind load movement, fasteners, SS 316 Pins and anchor bolts of approved make in SS 316, Nylon separators to prevent bi-metallic contacts all complete required to perform as per specification and drawing The item includes cost of all material & labour component, the cost of all mock ups at site, cost of all samples of the individual components for testing in an approved laboratory, field tests on the assembled working curtain wall with aluminium composite panel cladding, cleaning and protection of the curtain wall with aluminium composite panel cladding till the handing over of the building for occupation. The Job shall include the providing & fixing the base frame work for ACP cladding / facade system on elevational walls or any other specified area by using aluminium tube (of minimum 38 mm x 25 mm x 1.5 mm thick) as frame for ACP Cladding with brackets, screws etc all complete. The item is inclusive of all the suitable & safe scaffolding work as per IS standards all complete. The item is also include	Sqm	275.00		

	<p>the safely removing the existing SAIL logo / signage from the front side of the building and shifting at the designated location in the building as per direction of SAIL. The Contractor shall provide curtain wall with aluminium composite panel cladding, having all the performance characteristics all complete , as per the Architectural drawings, as per item description, as specified, as per the approved shop drawings and as directed by SAIL. However, for the purpose of payment, only the actual area on the external face of the curtain wall with Aluminum Composite Panel Cladding (including width of groove) shall be measured in SqM up to two decimal places. (Preferred make of ACP - Alstone / Aludecor / Alcobond / Alubond)</p>			
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2	<p><b><u>Semi-Unitised structural glazing.</u></b></p> <p>Designing, fabricating, testing, protection, installing and fixing in position semi (grid) unitized system of structural glazing (with open joints) (Glass: 6 mm Reflective Toughened Glass of Saint Gobain/ASHAI / Modi Guard make) for linear as well as curvilinear portions of the building for all heights and all levels, including:</p> <p>(a) Structural analysis &amp; design and preparation of shop drawings for the specified design loads conforming to IS 875 part III (the system must passed the proof test at 1.5 times design wind pressure without any failure), including functional design of the aluminium sections for fixing glazing panels of various thicknesses, aluminium cleats, sleeves and splice plates etc. gaskets, screws, toggles, nuts, bolts, clamps etc., structural and weather silicone sealants, flashings, microwave cured EPDM gaskets for water tightness, pressure equalisation &amp; drainage and protection against fire hazard including:</p> <p>(b) Fabricating and supplying serrated M.S. hot dip galvanised / Aluminium alloy of 6005 T5 brackets of required sizes, sections and profiles etc. to accommodate 3 Dimensional movement for achieving perfect verticality and fixing structural glazing system rigidly to the RCC/ masonry/structural steel/existing glazed framework of building structure using stainless steel anchor fasteners/ bolts, nylon separator to prevent bimetallic contacts with nuts and washers etc. of stainless steel grade 316, of the required capacity and in required numbers. The min. sizes of frames shall be 81 mm X 67 mm X 1.8 mm thick with SGU Sub frame of JINDAL/ HINDALCO/ NALCO make, Aluminium member with duly powder coated (50-60 micron), along with , S.S. Dome Nut bolt, S.S.-304 Screw, Weather &amp; Structural Silicone (of Pidilite-Dr. Fixit / Dow/ 3M/ Wacker/ BASF/ FORSOC/ SIKA/ MC BAUCHEMIE make) etc.</p> <p>(c) Providing and filling, two part pump filled, structural silicone sealant and one part weather silicone sealant compatible with the structural silicone sealant of required bite size in a clean and controlled factory / work shop environment, including double sided spacer tape, setting blocks and backer rod, all of approved grade, brand and manufacture, as per the approved sealant design, within and all around the perimeter for holding glass.</p>	Sqm	85.0 0		
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	(d) Providing and fixing in position flashings of solid aluminium sheet 1 mm thick and of sizes, shapes and profiles, as required as per the site conditions, to seal the gap between the building structure and all its interfaces with curtain glazing to make it watertight.(e) Making provision for drainage of moisture/ water that enters the curtain glazing system to make it watertight, by incorporating principles of pressure equalization, providing suitable gutter profiles at bottom (if required), making necessary holes of required sizes and of required numbers etc. complete. This item includes cost of all inputs of designing, labour for fabricating and installation of aluminium grid, installation of glazed units, T&P, scaffolding and other incidental charges including wastages etc., enabling temporary structures and services, cranes or cradles etc. as described above and as specified. The item includes the cost of getting all the structural and functional design including shop drawings checked by a structural designer, duly approved by SAIL / Engineer / Engineer's representative. The item is inclusive of all the suitable & safe scaffolding work as IS standards all complete. The item also includes the cost of all mock ups at site, cost of all samples of the individual components for testing in an approved laboratory, field tests on the assembled working structural glazing as specified, cleaning and protection till the handing over of the building for occupation. In the end, the Contractor shall provide a water tight structural glazing having all the performance characteristics etc. all complete as required, as per the Architectural drawings, as per item description, as specified, as per the approved shop drawings and as directed by / Engineer / Engineer's representative. Note:- 1. For the purpose of payment, only the actual area of structural glazing (including width of grooves) on the external face shall be measured in sqm. up to two decimal places. Note:-2. The onsite Test for Water Leakage for a pressure range 50 kpa to 240 kpa (35psi) upto 2000 ml test is to be conducted on structural glazing system from the certified laboratories accredited by NABL (National Accreditation Board for Testing and Calibration Laboratories), Department of Science & Technologies, India. Cost of testing will be in scope of the bidder only.			
3	Filling the gap (of any width & depth) in between aluminium/ stone/ wood frame and adjacent RCC/Brick/ Stone/ wood/ Ceramic/ Gypsum work / Glass glazing by providing weather/structural non sag elastomeric PU sealant ((of Pidilite-Dr. Fixit /3M /BASF /FORSOC /SIKA /MC BAUCHEMIE make) over backer rod of approved quality as per architectural drawings and direction of Engineer/ Engineer's Representative complete, complying to ASTM C920, DIN 18540-F & ISO 11600 at any height by using scaffolding or jhula etc with all the materials & labours etc all complete.	RM	100	

4	Finishing exterior walls with Dulux Weathershield Powerflexx acrylic primer (1 coat, coverage ~50 sq ft/L, dry film thickness ~35–40 µm) followed by two coats of Asian Paints Ultima Allura Meraki textured paint (coverage ~45 sq ft/L per coat, dry film thickness 120–150 µm). The primer ensures strong adhesion, crack bridging, and weather protection. The textured paint contains mineral aggregates and pigments to provide a stone- or plaster-like finish with excellent weather resistance, anti-algae and anti-fungal properties. Application to be done by skilled painters over properly prepared and leveled surfaces, ensuring uniform shade, texture, and smooth edges. Allow for surface cleaning, minor patching, and wastage (~5–10%).	SqM	250.00		
	Total:				

**NOTE: Gst will be exclusive or rates.**

**C.Toilet Renovation Works:**

<b>S.No</b>	<b>Description</b>	<b>Unit</b>	<b>Quantity</b>	<b>Rate</b>	<b>Amount</b>
<b>I</b>	<b>Civil Works</b>				
<b>1</b>	Demolishing Nominal concrete 1:3:6 or richer mix (i/c equivalent design mix) manually/ by mechanical means including disposal of material within 50 metres lead as directed by the Bank or its Architect.	cum	10.00		
<b>2</b>	Demolishing brick work in cement mortar by manually/ by mechanical means including stacking of serviceable material and disposal of unserviceable material within 50 metres lead as as directed by the Bank or its Architect.	cum	8.00		
<b>3</b>	Dismantling doors, windows and clerestory windows (steel or wood) shutter including chowkhats Of area 3 sq. metres and below, architrave, holdfasts etc. complete and stacking within 50 metres lead as as directed by the Bank or its Architect.	each	10.00		
<b>4</b>	Dismantling tile work in floors and roofs laid in cement mortar including stacking material within 50 metres lead. For thickness of tiles 10 mm to 25 mm, as directed by the Bank or its Architect.	sqm	200.00		
<b>5</b>	Dismantling G.I. pipes (external work) including excavation and refilling trenches after taking out the pipes, manually/ by mechanical means including stacking of pipes within 50 metres lead as directed by the Bank or its Architect. : 15 mm to 40 mm nominal bore	rm.	150.00		
<b>6</b>	Dismantling of flushing cistern of all types (C.I./PVC/Vitrious China) including stacking of useful materials near the site and disposal of unserviceable materials within 50 metres lead as directed by the Bank or its Architect.	each	8.00		
<b>7</b>	Providing and laying 1:3:6 (1 cement : 3 coarse sand (zone-III) derived from natural sources : 6 graded stone aggregate 20 mm nominal size derived from natural sources) in retaining walls, return walls, walls (any thickness) including attached pilasters, columns, piers, abutments, pillars, posts, struts, buttresses, string or lacing courses, parapets, coping, bed blocks, anchor blocks, plain window sills, fillets, sunken floor etc., up to floor five level, excluding the cost of centering, shuttering and finishing, as directed by the Bank or its Architect.	cum	10.00		
<b>8</b>	Reinforced cement concrete work in beams, suspended floors, roofs having slope up to 15° landings, balconies, shelves, chajjas, lintels, bands, plain window sills, staircases and spiral stair cases above plinth level up to floor five level, excluding the cost of centering, shuttering, finishing and reinforcement with 1:1.5:3 (1 cement : 1.5 coarse sand(zone-III) derived from natural sources : 3 graded stone aggregate 20 mm nominal size derived from natural sources), as directed by the Bank or its Architect.	cum	0.80		

<b>9</b>	Centering and shuttering including strutting, propping etc. and removal of form for Small lintels not exceeding 1.5 m clear span, moulding as in cornices, window sills, string courses, bands, copings, bed plates, anchor blocks and the like all complete as directed by the Bank or its Architect.	sqm	10.00		
<b>10</b>	Steel reinforcement for R.C.C. work including straightening, cutting, bending, placing in position and binding all complete above plinth level. Thermo-Mechanically Treated bars of grade Fe-500D or more, as directed by the Bank or its Architect.	Kg.	50.00		
<b>11</b>	Providing and fixing 18 mm thick gang saw cut, mirror polished, premoulded and prepolished, machine cut for kitchen platforms, vanity counters, window sills, facias and similar locations of required size, approved shade, colour and texture laid over 20 mm thick base cement mortar 1:4 (1 cement : 4 coarse sand), joints treated with white cement, mixed with matching pigment, epoxy touch ups, including rubbing, curing, moulding and polishing to edges to give high gloss finish etc. complete at all levels. Granite stone slab colour black, Cherry/Ruby red	sqm	10.00		
<b>12</b>	Half brick masonry with common burnt clay F.P.S. (non modular) bricks of class designation 7.5 in superstructure above plinth level up to floor V level. Cement mortar 1:4 (1 cement : 4 coarse sand), all complete as directed by the Bank or its Architect.	sqm	61.00		
<b>13</b>	Extra for providing and placing in position 2 Nos 6mm dia. M.S. bars at every third course of half brick masonry, all complete as directed by the Bank or its Architect.	sqm	61.00		
<b>14</b>	Repairs to plaster of thickness 12 mm to 20 mm in patches of area 2.5 sq.meters and under, including cutting the patch in proper shape, raking out joints and preparing and plastering the surface of the walls complete, including disposal of rubbish to the dumping ground, all complete as per direction of Engineer-in-Charge (With cement mortar 1:4 (1 cement : 4 fine sand))	sqm	30.00		
<b>15</b>	Plaster of thickness 12 mm in , all complete as per direction of Engineer-in-Charge (With cement mortar 1:4 (1 cement : 4 fine sand))	sqm	110.00		
<b>16</b>	Providing and fixing 1st quality ceramic glazed wall tiles conforming to IS: 15622 (thickness to be specified by the manufacturer), of approved make, in all colours, shades except burgundy, bottle green, black of any size as approved by Engineer-in-Charge, in skirting, risers of steps and dados, over 12 mm thick bed of cement mortar 1:3 (1 cement : 3 coarse sand) and jointing with grey cement slurry @ 3.3kg per sqm, including pointing in white cement mixed with pigment of matching shade complete. <b>Tile Size- (300x600mm)</b>	sqm	290.00		
<b>17</b>	<b>Acylic Emulsion Paint:-</b> Providing and applying with brush, roller Acrylic Emulsion paint to walls, ceiling, etc. in two or more coats of approved paint over necessary putty work, sand papering, primer, scaffolding etc. complete. Old paint shall be removed , scraped, cleaned and coat of water resistant chemical applied where dampness / Seepage is observed as found necessary and as directed by the	sqm	60.00		

	Architect.				
18	<b>Vitrified Tile Flooring:-</b> Providing & Laying Double Charged Vitrified tiles of size 600x600 mm in floor in different sizes (thickness to be specified by the manufacturer) with water absorption less than 0.08% and confirming to IS : 15622, of approved brand & manufacturer, in all colours and shade, laid on 20 mm thick cement mortar 1:4 ( 1 Cement : 4 Coarse Sand) jointing with grey cement slurry @3.3 kg/ sqm including grouting the joints with white cement and matching pigments etc. The tiles must be cut with the zero chipping diamond cutter only. Laying of tiles will be done with the notch trowel, plier, wedge, clips of required thickness, levelling system and rubber mallet for placing the tiles gently and easily.	sqm	60.00		
19	<b>Flush Door:-</b> Providing and fixing in position single leaf flush door made out of 35 mm thick IS 1659: 1990 BWP grade block board of approved make with 1.0 mm thick laminate of approved make & shade on both sides T.W lipping on edges , polished , heavy brass hinges , handles, lock latches, door closer, etc.of approved make complete as directed . Work to be completed as per drawing and as directed by Architect.	sqm	20.00		
20	Providing and laying water proofing treatment in sunken portion of WCs, bathroom etc., by applying cement slurry mixed with water proofing cement compound consisting of applying : (a) First layer of slurry of cement @ 0.488 kg/sqm mixed with water proofing cement compound @ 0.253 kg/ sqm. This layer will be allowed to air cure for 4 hours. (b) Second layer of slurry of cement @ 0.242 kg/sqm mixed with water proofing cement compound @ 0.126 kg/sqm. This layer will be allowed to air cure for 4 hours followed with water curing for 48 hours. The rate includes preparation of surface, treatment and sealing of all joints, corners, junctions of pipes and masonry with polymer mixed slurry. Warranty for 10 years	sqm	100.00		
	<b>TOTAL OF CIVIL WORKS:</b>				
<b>II</b>	<b>Plumbing Works</b>				
1	Providing and fixing White Vitreous China wash basin of size 660x460 mm, C.I. brackets, paire of 15 mm C.P. brass pillar taps with elbow including operated levers, 32 mm C.P. brass waste of standard pattern, including painting of fittings and brackets, cutting and making good the walls wherever required, all complete as directed by the Bank or its Architect.	Each	8		
2	Providing and fixing CP Brass 32mm size Bottle Trap of approved quality & make and as directed by the Bank or its Architect.	Each	8		
3	Providing and fixing <b>Braided Hoses</b> with Two 15mm Nominal bore and 45 cm length CP Brass Nuts & Rubber Washers Without Nipple (Suitable for Geysers and basins). All complete as directed by the Bank or its Architect.	Each	24		

4	Providing and Fixing of <b>Health Faucet Kit (Flexible Chrome Hose, Handset &amp; Bracket)</b> all complete including CP flange etc. All complete as directed by the Bank or its Architect.	Each	6		
5	Providing & fixing Towel Ring Square Size 600 x 20 mm with C.P. brass wall brackets & C.P brass screws complete as required. All complete as directed by the Bank or its Architect.	Each	5		
6	Providing and fixing 15mm nominal bore C.P. brass angle valve for basin mixer and geyser points of approved quality conforming to IS:8931, all complete as directed by the Bank or its Architect.	Each	30		
7	Providing and fixing <b>white vitreous china</b> Rimless Single Piece <b>WC(EUropean.)</b> with UF soft close slim seat cover, Hinges, Fixing Accessories, Accessories Set and Cistern Fittings, Size : 380x725x690 mm, S Trap - 300 mm with all fittings and fixtures complete, including cutting and making good the walls and floors wherever required :				
	W.C. pan with ISI marked white solid plastic seat and lid	Each	6		
8	Providing and fixing white vitreous china flat back half stall urinal of size 580x380x350 mm with white PVC automatic flushing cistern, with fittings, standard size C.P. brass flush pipe, spreaders with unions and clamps (all in C.P. brass) with waste fitting as per IS : 2556, C.I. trap with outlet grating and other couplings in C.P. brass, including painting of fittings and cutting and making good the walls and floors wherever required :				
	Range of two half stall urinals with 5 litre P.V.C. automatic flushing cistern	Each	3		
	Range of three half stall urinals with 10 litre P.V.C. automatic flushing cistern	Each	1		
	Providing and fixing Curved shaped Urinal Partition with 8 mm thick frosted glass size (900x 450 mm), all complete as per direction of Engineer- in- Charge.	Each	9		
9	Providing and fixing C.P. Brass extension nipple (size 15mmx50mm) of approved make and quality. All complete as directed by the Bank or its Architect.	Each	20		
10	Providing and fixing (back lit) beveled edge 8 mm thick mirror of superior glass (of approved quality) complete with studs and accessories complete.	sqm	8		
11	Providing and fixing toilet paper holder :	Each	6		
12	Supply and installation of a wall-mounted high-speed automatic hand dryer, specifically the Euronics EH270N or an approved equivalent, featuring a vandal-resistant Grade 304 Stainless Steel body with a brushed finish. The unit shall operate touch-free via an infrared sensor, delivering a minimum air speed of 100 m/s to ensure a drying time of 12–20 seconds. Technical requirements include a power rating of 1000W–1350W, a 60-second safety auto cut-off, and mandatory ISI & BIS certification. The compact unit must be installed complete with all necessary mounting hardware and electrical connections, inclusive of a minimum 1-year warranty.	Each	4		
13	Providing & Fixing Automatic soap dispensor Capacity-0.8 L. made by aluminium / ABS with Chrome finished. or Equivalent as per direction of	Each	5		

	Engineer - in - charge / Consultant.			
<b>14</b>	Providing and fixing Chlorinated Polyvinyl Chloride (CPVC) pipes, having thermal stability for hot & cold water supply, including all CPVC plain & brass threaded fittings, including fixing the pipe with clamps at 1.00 m spacing. This includes jointing of pipes & fittings with one step CPVC solvent cement and testing of joints complete as per direction of Engineer in Charge. Concealed work including cutting chases and making good the walls etc:			
	15 mm nominal dia	Rm.	180	
	20 mm nominal dia	Rm.	70	
	25 mm nominal dia	Rm.	50	
	32 mm nominal dia	Rm.	20	
<b>15</b>	Providing & fixing 100 mm dia UPVC soil, waste, vent pipework comprising UPVC pipe conforming to IS :4985-1983 and of required class as specified below and fittings (moulded as well as fabricated) like elbows, bends, reducers, threaded tail pieces, caps and and other specials. Jointing with cement solvent, chasing, cutting and making good the walls, complete in all respects including testing of complete installation.	Rm.	80	
<b>16</b>	Providing & fixing 75 mm dia UPVC soil, waste, vent pipework comprising UPVC pipe conforming to IS :4985-1983 and of required class as specified below and fittings (moulded as well as fabricated) like elbows, bends, reducers, threaded tail pieces, caps and and other specials. Jointing with cement solvent, chasing, cutting and making good the walls, complete in all respects including testing of complete installation.	Rm.	100	
<b>TOTAL OF PLUMBING WORKS:</b>				
<b>III</b>	<b>Electrical Works</b>			
<b>1</b>	<b>5A/15A Point:-</b> Wiring for 5A/15A point with 2.5 sq.mm FRLS PVC insulated copper conductor single core cable in surface / recessed medium class PVC conduit, with modular switch, modular plate, suitable GI box and earthing the point with 2.5 sq.mm FRLS PVC insulated copper conductor single core cable etc. as required.	NOS	30	
<b>2</b>	Supply, installation, testing, commissioning and numbering of indoor type 18-20W surface/wall mounted 4 feet LED batten with 2000 luman output and 2 year warranty.	Each	20	
<b>3</b>	Supply, installation, testing, commissioning and numbering of indoor type 10W surface/wall mounted LED batten fitting (Mirror Light) covered by diffuser, high efficiency reflecctor, prewired electronic driver complete with all accessories suitable for operation on single phase 240V 50Hz AC supply as required. LED shall be SMD type. (similar to BCLSB 10W LED Mirror light or equivalent)	Each	8	

4	Supply, installation, testing and commissioning of single phase , Fresh Air Fans / Heavy duty Exhaust Fans. Only including supply and fixing with all necessary supports, all complete with labour and materials as per drawings, specifications and directions of Engineer-in-Charge. NOTE: Necessary civil works required for fixing the exhaust fans shall be in the scope of Contractor. HEAVY DUTY EXHAUST FAN WITH LOUVER SHUTTER 300MM SWEEP, 900 RPM	Each	4		
	Supply, installation testing and commissioning of 4way SPN DB flush mounted on wall, sheet metal fabricated, powder coated having dust-proof and vermin proof , gasketed and hinged door with all internals such as DIN rails, neutral link, interconnected wiring, complete with earthing legs, housing following switch gears( Double door HORIZONTAL DB) with 2 Nos 40A DP MCB for single Phase UPS input and output isolation.	Set	4		
	<b>TOTAL OF ELECTRICAL WORKS:</b>				
<b>G.TOTAL</b>					

Note: - The item rate quoted by the Bidder should excluding GST.

Sign and Stamp of the Bidder