

# Tender

**Cafeteria Kitchen Renovation**  
at ICAI Tower, Bandra Kurla Complex (BKC),  
Bandra (E), Mumbai-400051

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<b>Mobile No.:</b>	



**The Institute of Chartered  
Accountants of India (ICAI)**

## Part I: Technical Bid

### Table of Contents

<b>NOTICE INVITING TENDER - Press</b> .....	<b>2</b>
<b>Notice Inviting Tender - Website</b> .....	<b>2</b>
<b>Relevant Information at a Glance</b> .....	<b>3</b>
<b>Section I: Eligibility Criteria</b> .....	<b>5</b>
<b>Section II: Instructions to Tenderers</b> .....	<b>6</b>
<b>Section III (a): Responsibilities of Contractor</b> .....	<b>10</b>
<b>Section III (b): Responsibilities of Contractor - Scope of Work</b> .....	<b>11</b>
<b>Section IV: General Conditions of Contract</b> .....	<b>14</b>
<b>Section V: Appendix to General Conditions of Contract</b> .....	<b>24</b>
<b>Annexure I: Information to Be Furnished by the Bidder</b> .....	<b>25</b>
<b>Annexure II: Composition of the Bidder</b> .....	<b>26</b>
<b>Annexure III: Works completed in last three years</b> .....	<b>27</b>
<b>Annexure IV: Details of Clients</b> .....	<b>28</b>
<b>Annexure V: Covering Letter</b> .....	<b>29</b>
<b>Annexure VI: Articles of Agreement</b> .....	<b>30</b>
<b>Annexure VII: Technical Specifications</b> .....	<b>36</b>
<b>Annexure VIII: Bill of Quantities (BOQ)</b> .....	<b>38</b>
<b>Annexure IX: Tender Drawing &amp; Sketch</b> .....	<b>39</b>

## Part II: Financial Bid with Bill of Quantities (BoQ)

Schedule of Rates	Separate Document (Attached/ Hosted) – 8 Pages
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## NOTICE INVITING TENDER - **Press**

### Kitchen Renovation at ICAI Tower, BKC.

ICAI invites sealed tenders in two bid system (Technical Bid and Price Bid) from registered, experienced and reputed contractors for **Kitchen Renovation at ICAI Tower, BKC, Mumbai**. The last date of receipt of duly filled in Bids is 10-Feb-2020 by 2.00 pm. The detailed terms and conditions are available at ICAI's website [www.icai.org](http://www.icai.org).

Acting Secretary, ICAI



## The Institute of Chartered Accountants of India

ICAI Tower, C-40, 'G' Block, Bandra-Kurla Complex, Bandra (E), Mumbai-400 051

## Notice Inviting Tender - **Website**

### Kitchen Renovation at ICAI Tower, BKC

1. Sealed tenders are invited in two bid system (Technical bid and Price bid) on behalf of The Institute of Chartered Accountants of India (ICAI) from registered, experienced and reputed contractors for Kitchen Renovation at ICAI Tower, BKC, Mumbai. The last date of receipt of duly filled in Bids is 10-Feb-2020 by 2.00 pm. The detailed terms and conditions are available at ICAI's website [www.icai.org](http://www.icai.org).

2. The bidder should have their Office in Mumbai.

WORK DISCRIPTION	APPROX. AREA OF WORK
Kitchen Renovation including Civil, Plumbing, Electrical, Fire Safety, Gas Piping, Exhaust, Ventilation, Inlet/Outlet, Platform & Storage	Approx. 1,400 Sq ft

The offer shall remain valid for a period of minimum 90 days from the date of opening of Techno-Commercial Bid and thereafter until it is withdrawn by the concern.

4. Only Consultant cum Executor of Kitchen with minimum 3 year's experience who have satisfactorily executed in time at least three jobs each costing at least Rs.40 lakh in respect of commercial / institutional / hotel/ Office buildings, only need apply.

5. Tender document may be downloaded from ICAI website [www.icai.org](http://www.icai.org).

6. Bids containing false and/or incomplete information are liable for rejection. The ICAI shall obtain the Confidential Reports from the clients of the Bidders and inspect the works to verify the various details and the credentials.

7. The prospective Bidders are required to submit in duplicate their full bio-data giving details about their organization, experience, technical personnel in their organization, spare capacity, proven competence to handle major works, in-house computer aided design facilities etc. in the enclosed Formats. The duly filled in Bid in a sealed envelope superscribing thereon "**Bid for Kitchen Renovation at 1<sup>st</sup> Floor at ICAI Tower, BKC, Mumbai**" along with full details shall be submitted to The Institute of Chartered Accountants of India, ICAI Tower, C-40, 'G' Block, Opp. MCA ground, Bandra Kurla Complex, Mumbai, 400051.(Attn : Mr. Ravi Arora, Joint Director ) up to 2.00 p.m. on 10-Feb-2020 through registered post/ speed post/ courier/ by- hand .

**NOTE: The EMD and Tender Fee Demand Draft should be put in the envelope containing Technical Bid failing which the tender shall be summarily rejected.**

Acting Secretary, ICAI

## Relevant Information at a Glance

1.	<b>Name of the work</b>	Kitchen Renovation on 1 <sup>st</sup> floor at ICAI tower, BKC, Mumbai
2.	<b>Cost of tender documents</b>	Rs.2,000/- + 18% GST total Rs.2,360/- (Rupees two thousand, three hundred and sixty only) in the form of demand draft favoring "Secretary, The Institute of Chartered Accountants of India", payable at Mumbai.
3	<b>Last date for submission of tenders</b>	<b>10-Feb-2020 upto 2.00 p.m.</b> Tenders may be dropped in the Box placed at the Ground floor at ICAI Tower, Plot no. C-40, G Block, Bandra Kurla Complex, Bandra (East), Mumbai – 400 051. Alternatively, Tenderers may send the Bids through Speed Post or courier so as to reach on or before the last date of submission. The ICAI will not be responsible for any postal delay in receipt of tender documents.
4.	<b>Earnest Money Deposit (EMD)</b>	Demand Draft for Rs.2,66,000/- (Rupees Two lakh Sixty-Six thousand only) drawn in favour of ' <b>Secretary, The Institute of Chartered Accountants of India</b> ', payable at Mumbai.
5.	<b>Date of opening the Technical Bid (Cover-1)</b>	The Technical bids shall be opened at 3.00 p.m. on 10-Feb-2020 or on any other date & time as per discretion of ICAI even if bidders are not present. In the event, the specified date of bid opening is declared as a holiday for ICAI, the bid shall be opened on the next working day at the specified time and location.
6.	<b>Date of opening of Financial bid (Cover –2)</b>	After evaluating the Technical bids on ICAI Parameters, the Financial bids of successful bidders shall be opened on same day or 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 a holiday for ICAI, the bid shall be opened on the next working day at the specified time and location.
7.	<b>Validity of Tender</b>	Tender shall be valid for 90 Days for acceptance from the date of opening of Techno-Commercial Bid.
8.	<b>TDS (Income Tax)</b>	As applicable
9.	<b>Security Deposit/ Performance Bank Guarantee</b>	EMD of the successful bidder shall be converted into performance guarantee and shall be retained for the entire period of contract without any interest. In addition, the successful bidder shall be required to furnish to ICAI within 15 days of acceptance of his bid, Bank Guarantee for performance for an amount equal to 5% of the Contract value.
10.	<b>Amount in words</b>	Bidder shall write amount in numbers and in words, in case of any discrepancy, amount in words shall be considered as final and binding on both parties.

### Notes:

- The Institute of Chartered Accountants of India reserves all rights at any time to reject any Bid at any stage and/or time, fully or partly for whole process and/or for particular Bidder and also reserves all rights at any time to add, alter, modify, change, edit & delete any item and/or condition at any stage and/or time or vary all or any of these terms and condition or replace fully and/or partly for whole process and/or for particular Bidder or vary all or any of these terms and conditions or replace without assigning any reasons whatsoever. In this regard, the decision of the Institute shall be final and binding on all the bidders.

2. 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.
3. ICAI or its representatives shall not entertain any bidder during the period of the selection of consultant cum executor of Kitchen Renovation is in process.
4. ICAI reserves the right to verify the particulars furnished by the tenderer/ bidder, independently.
5. In no case, the request of bidder for change or modification in any terms and conditions related to payment shall be entertained.
6. ICAI reserves the right to modify any condition of Tender documents at any time. ICAI can also issue corrigendum to this tender by notifying the same at [www.icaai.org](http://www.icaai.org) / [www.wirc-icaai.org](http://www.wirc-icaai.org).
7. ICAI reserves the right to award contract in full or in part to one or more bidders without assigning any reason, whatsoever.
8. ICAI also reserves the right not to accept the lowest bid.

## **Section I: Eligibility Criteria**

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### **General Eligibility**

This invitation to respond to the Tender is open to such qualified and reputed consultant cum executors of kitchen which are registered and have their Registered Office in India. Along with the General Eligibility criteria, bidder has to satisfy the following criteria:

1. The Bidder shall have its Registered Office in Mumbai and in case of firm / company having Registered Office in any other State/Union Territory. It must have its Branch office in Mumbai.
2. The Bidder shall have an average annual turnover of Rs.1 Crore during last three financial years ending on Mar-2019. Copies of the P&L Account and Balance Sheet duly certified by the Chartered Accountant must be enclosed with the Tender document.
3. The bidder shall have experience in consultation and execution of kitchen work to the Government Departments/Autonomous Institutions/Universities/Public Sector Undertakings/Public Sector Banks or Local Bodies/ Municipalities and must have executed at least three jobs each costing at least Rs.40 lakh in respect of commercial / institutional / hotel/ Office buildings in the last three financial years. The details of such organizations along with the value of contract be provided as part of Technical Bid.
4. The Bidder shall have minimum 5 years' experience of execution of kitchen set - up work.
5. There should be no litigation pending against the Proprietor/Firm/Partner or the Company (Agency).
6. The Bidder shall have the following Registrations and details of the same shall be provided in the Technical Bid:
  - (a) PF Registration
  - (b) ESI Registration
  - (c) GST Registration
  - (d) Valid License, issued by Regional Labour Commissioner, Govt. of India
  - (e) Statement indicating financial status, total manpower engaged in various other contracts
  - (f) Proof of Registration of firm /Agency along with Proprietary Certificate/Partnership Deed, Certificate of Incorporation, MOA, AOA as the case may be
  - (g) Proof of compliance of other statutory requirements
  - (h) Income Tax clearance certificate.
  - (i) Copies of contracts already executed and those in hand along with their value.
  - (j) Profile of the Company / Agency/ Firm

## Section II: Instructions to Tenderers

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### 1. GENERAL

1.1 Bidder shall submit the Tender Documents duly signed and stamped on each page of tender in token of his acceptance along with his bid.

1.2 Bid shall remain valid for 90 days from the date of opening of Techno- Commercial Bids.

1.3 The cost of tender document i.e. Rs.2,000/- plus 18% GST giving total Rs.2,360/- (Rupees two Thousand three hundred and sixty Only) in the form of Demand Draft from any scheduled bank drawn in favor of '**Secretary, The Institute of Chartered Accountants of India**', payable at Mumbai is to be submitted along with the Tender. The non-submission of cost through of DD against the tender form may lead to rejection of the bid.

#### 1.4 CLARIFICATION REQUESTS BY BIDDER

1.4.1 Although the details presented in this Tender Documents comprising of conditions of contract, scope of work etc., have been compiled with all reasonable care, it is the Bidder's responsibility to ensure that the information provided is adequate and clearly understood.

1.4.2 Bidder shall examine the Tender documents thoroughly in all respect.

1.4.3 Any failure by Bidder to comply with the aforesaid requirement shall not absolve the Bidder from liability, after subsequent award of contract, from performing the work in accordance with these tender Documents.

1.4.4 Before tendering, the tenderers are requested to visit the site and satisfy themselves fully regarding the nature of the work and get required clarifications from the ICAI, if any. No plea with respect to want of information or clarification on any particular point shall be entertained after the bid has been received.

#### 1.5 AMENDMENT OF TENDER DOCUMENT

1.5.1 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 / corrigendum during the Bidding period and subsequent to receiving the bids.

Any addendum / corrigendum thus issued shall become part of Tender document and Bidder shall submit 'original' addendum/corrigendum duly signed and stamped in token of his acceptance.

1.5.2 For addendum issued during the Bidding period, Bidder shall consider the impact in his Bid. For addendum 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.

### 2. EARNEST MONEY DEPOSIT

2.1 The bid must be accompanied by Earnest Money Deposit (EMD), interest free, for the amount of Rs. 2,66,000/-(Rupees Two Lakh Sixty Six Thousand only) in the form of a Demand Draft only drawn on any Nationalized / Scheduled Bank in favour of '**Secretary, The Institute of Chartered Accountants of India**', payable at Mumbai is to be submitted along with the Technical Bid.

2.2 If the bidder, after submission, revokes his bid or modifies the terms and conditions thereof during the validity of his bid except where the ICAI has given opportunity to do so, the Earnest Money Deposit submitted by Bidder shall, in such case, be forfeited.

2.3 ICAI may at any time cancel or withdraw the invitation to bid without assigning any reason and the Earnest Money Deposit submitted by Bidder shall in such case be refunded to him.

2.4 The successful Bidder shall be required to furnish within 15 days of acceptance of his bid, Bank guarantee for performance equal to 5% of the Contract value with the ICAI in the manner indicated in General Conditions of Contract. In case, the successful Bidder fail or

refuse to sign the agreement or furnish Bank Guarantee within the period as indicated above, the Earnest Money shall be forfeited.

### 3. **DOCUMENTS COMPRISING THE BID**

3.1 ICAI intends to fully evaluate the Technical and Commercial submissions, therefore, Bidder is advised to furnish the complete and correct information required for evaluation of his Bid in given format only. If the information / documentation forming basis of evaluation is found incomplete / incorrect or not in required format, the same may be considered adequate ground for rejection of the bid.

3.2 Bidder shall arrange his bid in the following order:

#### **I) PART-I TECHNICAL PART (BID)**

Technical Part shall comprise of the attachments, specifying attachment number arranged in the order as follows:

- a) Submission of Declaration letter along with Tender document, DD against the cost of tender form, Earnest Money Deposit and its details.
- b) Power of Attorney in favour of authorized signatory of the Bidder.
- c) Organization details
  - In case of a proprietorship firm, the name and address of proprietor, and attested copy of 'Certificate of registration of firm'.
  - In case Bidder is a partnership firm, attested copy of the partnership deed.
  - In case of company (whether private or public), attested copy of the 'Certificate of Incorporation' together with attested Memorandum / Articles of Association, along with certified copy of the Board Resolution for decision of the company to participate in bids.
- d) **Composition of the Bidder**—Full particulars (whether Bidder is an individual, or a partnership firm, or a company etc.) of the composition of the Bidder in detail should be submitted along with name(s) & address(es) of the partners/copy of the Articles of Association /Power of Attorney/any other relevant document.
- e) **Work experience & completion of similar works during the specified period:** Copies of the detailed work orders indicating date of award, value of awarded work, time given for completing the work, etc. and the corresponding completion certificates indicating actual date of completion and actual value of executed similar works should be enclosed as proof of the work experience.
- f) **Details of completed works** –The client-wise names of work(s), year(s) of execution of work(s), awarded and actual cost(s) of executed work(s), completion time stipulated in the contract(s) and actual time taken to complete the work(s), name(s) and full contact-details of the officers /authorities /departments under whom the work(s) was/were executed should be furnished.
- g) **Credit worthiness of the Tenderer and its turnover during the specified period -** Certified Balance sheets & Profit and Loss Account of last 3 years should be enclosed ending on March, 2019.
- h) **Name(s) & Address (es) of the bankers of the Tenderer and their contact details.**

#### **Other Information:**

- i) List of staff with their qualification and experience.
- ii) Copies of labour license, works contract registration and GST registration certificate, Proof of registration with DGR, if any, Proof of Registration with ESI & PF Commissioner with separate code, Proof of compliance of other statutory requirements; Income Tax clearance certificate, Profile of the Company / agency/ firm.
- iii) Check list of submission of bid



- iv) Any other relevant document, Bidder desires to submit.

## **II) PART-II PRICED FINANCIAL PART (PRICE BID)**

- a) Priced-financial Part shall be submitted duly filled in given format only.  
b) No stipulation, deviation, terms & conditions, presumption, basis etc. shall be stipulated in Price part of bid. ICAI shall not take cognizance of any such statement and may at their discretion reject such price bids.

### **4.0 SUBMISSION OF BID**

#### **4.1 SUBMISSION IN TWO SEPARATE ENVELOPS**

- 4.1.1 Technical and Financial part must be submitted in separate sealed envelopes clearly mentioned as "**Technical Bid**" and "**Financial Bid**" and both the sealed envelopes to be put into another envelope and it should be super scribed as "**Bid for Kitchen Renovation at ICAI Tower, BKC, Mumbai**".

## **I) PART-I- TECHNICAL PART**

- a) This part shall contain technical bid. This envelope shall comprise the signed copy of Tender documents, addendum (if any), the information listed for submission in Part -I under Para 3.2 (I) above. Techno-commercial bid disclosing prices shall be summarily rejected.  
b) The envelope shall have following information clearly written on the outside of the envelope, failing which ICAI will assume no responsibility for the misplacement or premature opening of the bid.

### **Part-I Technical Part**

#### **"Technical Bid for Kitchen Renovation at ICAI Tower, BKC, Mumbai"**

Due date & time of Opening: 3.00 p.m. on 10-Feb-2020

From: Address of Bidder: \_\_\_\_\_

**DD towards Tender cost and Earnest Money Deposit (EMD) shall also be enclosed in this part.**

## **II) PART-II SEALED PRICE FINANCIAL PART**

- a) This part of the bid shall contain the Schedule of Rates, duly filled in all respects and other information specifically requested for submission in price part under Para 3.2 (II) above. The envelope shall have the following information clearly written on outside of the envelope, failing which ICAI will assume no responsibility for the misplacement or premature opening of the bid.

### **Part-II —Financial/Price Part**

#### **"Financial Bid for Kitchen Renovation at ICAI Tower, BKC, Mumbai"**

Name and Address of Bidder: \_\_\_\_\_

### **4.2 Address to which bids are to be sent (Post/Courier/Hand /etc.)**

The Joint Director  
The Institute of Chartered Accountants of India  
ICAI Tower, Plot No C-40, G Block,

Bandra Kurla Complex, Bandra (East),  
Opp. MCA Academy, Beside Standard Chartered Bank,  
Mumbai, Maharashtra 400051

Bid received after the time and date fixed for receipt of bid is liable for rejection. In case of incomplete submissions, ICAI shall not be under any obligation to give the bidder an opportunity to make good such deficiencies and ICAI may at its discretion treat such bids as incomplete and not consider for further evaluation. Incomplete Tenders or tenders received without Earnest Money Deposit (EMD) will be rejected summarily.

#### **4.3 SIGNING OF TENDER**

The Tender shall contain the name, place of business and other prescribed details of the person(s) making the Tender and shall be sent by the Tenderer under his signature. Partnership firms shall furnish full names of all the partners and shall annex a copy of the Partnership Deed with the Tender. It shall be signed in the partnership name by all the partners or by duly authorised representative followed by the name and designation of the person signing. Tender by body corporate shall be signed in the name of body corporate by a person duly authorised to do so. All the pages/documents of the Tender should bear the signature of the tenderer with date. All the entries by the tenderer should be in one ink & legibly written. Any over-writing, corrections & cuttings should bear dated initials of the tenderer. Corrections should be made by writing again instead of shaping or over-writing.

Rates should be quoted both in figures as well as in words. In case the rates quoted in words & figures are at variance, the rates written in words shall be taken as final.

#### **4.4 TECHNO-COMMERCIAL DISCUSSIONS**

Bid of the bidder who submits the required EMD shall be taken up for detailed evaluation. Techno-commercial discussions with bidder shall be arranged, if needed.

#### **5. AWARD OF WORK**

- 5.1 The bidder whose bid is accepted by ICAI shall be issued Letter of Intent (LOI). Bidder shall confirm acceptance by returning a signed copy of the LOI. The successful bidder shall be required to execute a formal agreement in accordance with the 'Proforma of Articles of Agreement' within 15 days of receipt of LOI/ Detailed Letter of Award.

Contract Documents to be signed between ICAI & selected bidder shall consist of the following:

- a) Agreement
- b) Letter of Intent/ Detailed letter of award
- c) Original Tender document
- d) Addendum / Corrigendum issued to bidder, if any.

- 5.2 ICAI reserves the right to split the work and award the work to more than one bidder on the rates approved by ICAI.

## Section III (a): Responsibilities of Contractor

### 1. The vendor shall provide services in respect of the following works:

- a) Conceptual Design & Planning
- b) Architectural work and site development
- c) Interior designing including furniture & furnishing, signage etc
- d) Sanitary, plumbing, drainage, water supply and sewerage work
- e) Electrical work
- f) Heating, ventilation, air-circulation and air-conditioning work (HVAC) (If required)
- g) Fire protection and detection services
- h) Have a Project-in-Charge and appropriate support staff at site.
- i) Review all Drawings, Details, and Documents
- j) Making Shop Drawings for suitability of execution of work.
- k) Interact with Client and review the incorporation of comments on the final Drawings.
- l) Obtain, and after approval, maintain a sample board of all critical components for ongoing inspection.
- m) Plan daily activities of all works and services. Sequence operations so as to ensure that work fronts are available for all days
- n) Attend to site related problems and offer solution in co-ordination with Client.
- o) Conduct weekly meetings at site with Client to review the Progress of Work.
- p) Discuss Time/Cost Over-runs and report the same to Client through a system of appropriate Tables/Charts. Monitor management of manpower, material and financial resources with the assistance of Client's authorized official of Works and sound precautionary warning signals to Client.
- q) Supervise the Quality of Work and ensure that it is done as per approved specifications and drawings. Report any exceptions and problems, in a timely manner, to Client.
- r) Identify, witness, and approve the various Tests as would be stipulated in the Tender documents either at vendor's factory or at site.
- s) Review and Approve any New Items/ Extra Items or Change in Specifications in conjunction with Client. Prepare detailed Rate Analysis for this purpose.
- t) Assist Client's authorized official of Works in Quantity Measurements and Log data during Certification of Running Bills and Final Bills with all supporting documents.
- u) Co-ordinate various submittals to Statutory/ Municipal Authorities at different stages of the project and ensure requisite compliances.
- v) Any other work not specially mentioned but may be required for completing the building & making it habitable.

### 2. Brief **Schedule of Services for the said Work**

Stage	Particulars
<b>Stage A</b>	<ul style="list-style-type: none"> <li>• Receive brief on all functional requirements from the client.</li> <li>• Prepare conceptual scheme(s) and preliminary project report &amp; obtain approval of client.</li> <li>• Strictly follow budget estimate given by the Client.</li> </ul>
<b>Stage B</b>	<ul style="list-style-type: none"> <li>• Appoint required staff and specialists</li> <li>• Obtain data related to public utility services and requirements of Authorities.</li> <li>• Prepare scheme, report, cost estimate layout drawings, sections etc. &amp; submit the same to various statutory authorities for approval and obtain client's approval to proceed.</li> <li>• Assist client in obtaining required approvals.</li> </ul>
<b>Stage C</b>	<ul style="list-style-type: none"> <li>• Assist client in preparing details of finishes.</li> <li>• Prepare co-ordinated construction drawings and specifications.</li> </ul>
<b>Stage E - (During Construction stage)</b>	<ul style="list-style-type: none"> <li>• Prepare and issue any additional working drawings and details.</li> <li>• Check and approve shop drawings submitted by the contractors and/or specialist agencies.</li> </ul>

Stage	Particulars
	<ul style="list-style-type: none"> <li>• Making regular site visits to keep overall check on quality and conformity with drawings and to resolve site problems.</li> </ul>
<b>Stage F</b>	<ul style="list-style-type: none"> <li>• Check and approve as built drawings with the assistance Client.</li> <li>• Assist client in obtaining utility connections and Occupation / Completion Certificate if any.</li> </ul>

### **Section III (b): Responsibilities of Contractor - Scope of Work**

The Cafeteria on 1st Floor, ICAI Tower, BKC serves Tea/ Coffee/ Snacks/ Working Lunch/ Lunch to Members and Students attending Seminars/ Soft Skill Courses/ Programmes/ Library and meetings.

The proposed Kitchen Renovation proposes to provide infrastructure facilities like Chimney, Inlet-outlet, Fire Safety, Platform, and Storage etc. to cook and serve afore stated items, while the caterer shall bring their own cooking equipment's, utensils, fridge, serving arrangements, cutlery etc. as per their requirements. The selected vendor for Kitchen Renovation is required to ensure all the procedural, legal and statutory compliances. In view of the large number of members and students activities which are dealt by the office, vendor shall ensure adequate safety (fire control measures and compliance(s) thereof relating usage of fuel), waste disposal and sanitation measures should be put in place with zero tolerance.

Considering the above, the following will be essential components in Scope of Work in this project to renovate and for Professional Kitchen to Cater to about 500 visitors:

1. Essential CIVIL, Electrical & Plumbing with Airtight door, Plumbing requirement (i) For Sink (ii) for before and after cooking. (iii) For cleaning of the kitchen
2. Provision to operate Electrically Operated Buffet Counter or Bain Marie Buffet Counter for food service for 500 pax in cafeteria and 50 pax in VIP dining area at a time.
3. Kitchen Exhaust System & Fresh Air Inlet
4. Electrical Requirement for Kitchen Equipment & Kitchen Area
5. Planning of Kitchen Dry Stores & Receiving Areas
6. Plumbing Requirement for Overall Kitchen like for cooking and washing and separately for sink
7. Kitchen Drainage System
8. Garbage Crusher System
9. Kitchen False Ceiling, if and where required
10. Kitchen hygiene system including cleaning with jet sprays and employees hand wash before entering kitchen area
11. Pot wash and dish washing area
12. Planning of Internal areas and sections of Kitchen operations
13. Exhaust kitchen sink
14. Fresh Water Tap use for cooking
15. Water Tap use for washing
16. Kitchen cleaning, pest and rodent free
17. Requisite waterproofing to ensure there is no water leakage to ground floor

Please refer to Annexure VII: Technical Specifications for further details of the project description and requirements.

## Services to be rendered by the Contractor (in brief)

### A] Technical Consultancy Services for Project Supervision as Project Management Consultant (PMC)

1. To take instructions from the ICAI and prepare designs/drawing of Kitchen as per availability of space, menu requirement with an optimum capacity for 550 pax to dine various meals from 9 am to 9 pm making revisions till sketch designs are finally approved by the ICAI and making preliminary estimates of cost.
2. To develop schematic layout for all areas identified in the catering zones in accordance to HACCP (Hazard Analysis Critical Control Point) regulations. (HACCP is a management system in which food safety is addressed through the analysis and control of biological, chemical, and physical hazards from raw material production, procurement and handling, to manufacturing, distribution and consumption of the finished product)
3. Prepare all equipment layout drawings for each division of kitchen area
4. Design coordination with MEP representatives and other related third parties on the project (If and where required).
5. Submit final kitchen drawing with all related design drawings.
6. Review with Client and nominated parties. This includes revision of submitted layouts to reflect agreed changes and future developments.
7. To submit required drawings to the Statutory Authority/Authorities and obtain all approvals including commencement certificate, wherever applicable.
8. To prepare and supply 6 sets of all drawings for execution.
9. To visit site as and when required by the ICAI.
10. To submit Completion Drawings.
11. Any other services connected with the said works usually and normally rendered by the vendor and not referred to in above including complete supervision, administration of contract and certification of payments.
12. Project Management Consultancy for the project including designing, applying for and securing all required permissions for interior change, fire, health, shop/ establishment and statutory compliances and follow applicable guidelines/ procedures of BMC, MMRDA etc., as applicable.
13. Preparing drawings for main frame equipment and provision for its electrical plumbing services namely:

a) Kitchen Equipment –Tables, Sinks etc.

Sr. No.	Item name	Specification	Quantity
1.	Sink Unit	550x675x850	1
2.	SS Garbage bin on wheel		1
3	Work table with undershelf	450x750x850	1
4.	Worktable with cross bracing	1350x600x850	
5.	Pre wash two sink unit	1275x750x850	
6.	Pre rinse sink		1
7.	Storage rack	900x450x1800	
8.	Extra Storage Rack for Foodgrains		
9.	Cooking Water at Cooking Area		

b) Provision for Electrically Operated Buffet Counter or Bain Marie Buffet Counter for food service for max 500 pax and VIP dining area max 50 pax at a time

c) Kitchen Exhaust System & Fresh Air Inlet

1.	SS Insulated double skin exhaust hood with SS filter	2100x2100x500	1
2.	SS Insulated double skin exhaust hood with SS filter	1800x1100x500	1
3.	SS Insulated double skin exhaust hood with SS filter	2700x1100x500	1

- d) Electrical Requirement for Kitchen Equipment & Kitchen Area
- e) Design & execution of kitchen
- f) Hardware and fittings in kitchen cabinets and shutters.
- g) Kitchen appliances– chimneys, hobs, ovens and sinks.
  - i. Planning of Internal areas and sections of Kitchen operations
  - ii. Design of Cold storages 2 units with Vertical & Horizontal

**B] Construction, Administration & Handover**

1. Review and approve, if required, all shop drawings prior to fabrication to ensure proper adherence to specifications and standards.
2. Conduct fabrication inspection at local manufacturers' premises.
3. Conduct final inspection and acceptance, if required, of locally fabricated equipment prior to delivery. Assist in dealing with fabricator's enquires.
4. Review design/fabrication changes and approve, if required.
5. Supervise installation and commissioning of equipment at site.
6. Perform completion inspection and prepare punch list noting differences from plans, designs and specifications.
7. Supervise handover and operator training of equipment at site.

**C] Laisoning for all Statutory Approvals required to operate catering facility**

The vender shall arrange to apply for and obtain all required statutory, procedural requirements to make the kitchen operational as a part of this project:

- 1 BMC License from health dep't.
- 2 FDA license for food preparation along with registration from FSSAI
- 3 Shop & establishment Act License from BMC
- 4 Pollution board license for Kitchen Exhaust System
- 5 Fire, Interior Change and other statutory requirements, as applicable
- 6 Any misc./ other license/ statutory compliance, as applicable.

## **Section IV: General Conditions of Contract**

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### **1. SCOPE OF WORK**

Scope of Work as detailed in Scope of Work (Section – III)

### **2. EARNEST MONEY DEPOSIT & SECURITY DEPOSIT**

- 2.1 The bidders shall submit an Earnest Money Deposit (EMD) of Rs.2,66,000/- (Rupees Two Lakh Sixty Six thousand only), in the form of Demand Draft drawn in favour of '**The Secretary, The Institute of Chartered Accountants of India**', payable at Mumbai.
- 2.2 In case of the unsuccessful bidders, Earnest Money Deposit shall be returned after finalization of the tender process or within three months from the date of opening of tender, whichever is later. No interest shall be payable on the EMD.
- 2.3 In case, the successful Bidder fail or refuse to sign the agreement or furnish Bank Guarantee within the period as indicated above, the Earnest Money shall be forfeited.
- 2.4 The EMD shall be forfeited by ICAI in case, the tenderer withdraws their offer during the period of tender validity or if after submission of quotation/ award of the work, the tenderer fails to honour the contract or refuses to comply with any or all the terms and conditions of the tender

### **3. PERFORMANCE SECURITY DEPOSIT**

- 3.1 Within 15 days of the receipt of the communication of the award of the contract from ICAI, the successful Bidder shall have to furnish Performance Security Deposit (5% of the contract amount, before signing agreement) in favor of The Secretary, ICAI, payable at Mumbai in the form of a bank guarantee issued by a nationalized bank in the format provided by ICAI, and complete the Contract documents. The bank guarantee shall be valid for the entire period of the contract including defect liability period plus ninety days. The validity of the bank guarantee should be suitably extended in the event of extension of time of the contract.
- 3.2 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 the Performance Security Deposit, 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 ICAI make good the deficit.
- 3.3 No interest shall be paid on the Performance Security Deposit.
- 3.4 The compensation for any loss resulting from the Contractor's failure to complete his obligations under this contract shall be payable to ICAI out of Performance Security Deposit.
- 3.5 The Performance Security Deposit, after adjusting the dues, if any, shall be refunded after the completion of defect liability period prescribed for this Contract in accordance with the provisions herein.

### **4. RETENTION MONEY:**

Total Ten percent (10 %) of Contract Value will be deducted as Retention Money. Retention Money shall be deducted @ 10% from each RA bill. Alternately, Bidder can submit Bank Guarantee for equivalent amount before payment of 1<sup>st</sup> RA bill. 50% of this Retention Money shall be paid back by ICAI within 30 days of issuing of certificate of completion by the ICAI and balance of the Retention money will be released after successful completion of Defect Liability period. No interest will be paid on this amount.

### **5. RATES**

- 5.1 The rates quoted shall be inclusive of all taxes except GST as applicable.
- 5.2 The rates shall be firm and fixed during the period of contract and no escalation or increase in rates of whatsoever degree or nature shall be allowed. The rates quoted shall cover all the work/services to complete the project in all respect. Under no circumstances, ICAI shall be held responsible for compensation or loss to the Contractor due to any

increase in the cost of labour or materials, variation in rates etc. The quantities of items given in bill of quantities are subject to increase and decrease.

## **6. DATE OF COMMENCEMENT AND COMPLETION**

The time allowed for completing the works is 3 (Three) months. This period of 3 months includes the mobilization period of 15 days. The Contractor shall be allowed admittance to the site on 'Date of Commencement' which will be **Ten** days from the issue of Letter of Intent/ Work Order by EMPLOYER 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.

### **TIME IS THE ESSENCE OF THE CONTRACT**

Contractor shall submit a programme (time schedule) for executing the entire project and shall furnish the details of their scheme indicating the proposed deployment of their machinery and resources.

## **7. MATERIALS SUPPLIED BY EMPLOYER**

No materials shall be supplied by the ICAI.

## **8. MATERIALS TO BE ARRANGED BY THE CONTRACTOR**

8.1 The CONTRACTOR shall at his own cost and expense provide all materials required for the works.

8.2 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 quantities and in accordance with the ICAI's instructions and the CONTRACTOR shall, upon the request of the ICAI, furnish to it with all invoices, accounts receipt and other vouchers to prove that the materials comply therewith.

8.3 The CONTRACTOR shall, at his own cost and expense supply to the ICAI samples of materials proposed to be used in the works. The samples must be produced at least one week 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 to the ICAI for its approval fresh samples with the specification laid down in the contract.

8.4 No materials shall be brought by the CONTRACTOR to site unless samples are approved.

## **9. REJECTION OF MATERIALS**

The 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 ICAI shall be at liberty to have them removed by other means at the Contractor's expense and risk. The ICAI shall have full powers to permit or to approve other materials to be substituted for rejected materials.

## **10. VARIATIONS**

No alteration, omission, or variation shall vitiate this contract. In case the 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 ICAI shall give notice thereof in writing well in advance under its 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 11 hereof and the same shall be added to or deducted from the Contract amount.

## **11. RATES FOR ALTERED/ SUBSTITUTED/ ADDITIONAL WORKS**

11.1. 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.

11.2. 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.

11.3 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 ICAI 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.

## **12. DEFECTIVE WORK**

12.1 The 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 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.

12.2 The CONTRACTOR is responsible and shall ensure that there are no leakage or seepage in roofs, ceilings, walls, or floors or in the water supply, electrical or sewage system. Contractor shall do the complete stage of work to the satisfaction of ICAI.

12.3 ICAI has full authority, 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 CONTRACTOR shall be entertained on this ground.

## **13. DELAY AND EXTENSION**

13.1 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 shall grant fair and reasonable extension of time for the completion of works in the following:

By force majeure:

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, flood, earthquake or any other natural calamities which cannot be foreseen.

However, it shall be incumbent on the CONTRACTOR to inform the ICAI regarding conditions of force majeure in writing with documentary proof within 15 days of commencement and completion of Force majeure circumstances.

#### **14. CERTIFICATE OF COMPLETION**

- a) Immediately after completion of the whole work which has been mentioned in the contract, the CONTRACTOR shall give notice thereof to ICAI. The work shall be completed to the entire satisfaction of the ICAI. If satisfied the ICAI shall issue the certificate of completion.
- b) The works shall not be considered as completed unless the ICAI has accepted the work in writing. The defects liability period as mentioned in Clause 16 shall commence from the date certified by the ICAI as date of completion.

#### **15. AS BUILT DRAWINGS**

The CONTRACTOR shall submit 2 sets of As Built Drawings along with CD'S for all trades of work to the ICAI along with the Final Bill.

#### **16. DEFECTS LIABILITY PERIOD**

Defects Liability Period shall be **twelve (12) calendar months** after actual completion of the works as certified under clause 14. 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 ICAI to the Contractor and shall be rectified by him at his own cost within time as specified by ICAI.

To facilitate prompt attention to the defects, the CONTRACTOR shall employ a team of tradesmen like Carpenters, Painters 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 ICAI. The maintenance team will be available throughout the defects liability period. The composition of the tradesmen will vary according to the nature of recurring defects noticed in the kitchen. In case of default, 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 ICAI and shall be deducted from RA bills or Retention Money or Performance Guarantee/ Retention Money.

Should 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 ICAI of any certificate or passing any account.

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

#### **17. 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 compensation to the ICAI at the rate of 1 % of the contract value for every week of delay subject to a maximum of 5% of the contract value. Delay beyond 5 weeks shall render the Retention Money to be forfeited and in addition a penalty of Rs.5 lacs (Rupees five lakhs only) will be payable by the contractor, the Contract will come to end and the ICAI shall be at liberty to withdraw the work and get it executed from any other agency at Contractor's risk and cost and the site shall be vacated by Contractor immediately.

#### **18. RUNNING ACCOUNT PAYMENTS**

- a) The Contractor shall submit bills for the work done as per provision given in Section –V – 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 of ICAI 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.

## **19. FINAL BILL**

- a) The final bill shall be submitted by the Contractor in duplicate within one month of virtual completion of the works to the satisfaction of the ICAI.
- b) It shall be accompanied by all abstracts, vouchers etc. supporting it and shall be prepared in the manner prescribed by the ICAI.
- c) No charges shall be allowed to the CONTRACTOR on account of the preparation of the final bill.
- d) 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.
- e) 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 verification of the final bill .
- f) Payment of those items of the final bill in respect of which there is no dispute shall be made within 60 days of receipt of bill from the CONTRACTOR.
- g) 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.
- h) All payments due under this contract shall be made by means of a crossed cheque 'A/C payee' /RTGS/NEFT.

## **20. RECOVERY FROM CONTRACTOR**

- a) 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 the 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.
- b) 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 is 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.

## **21. DETERMINATION**

1. 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:

- (i) 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 made any conveyance or assignment of his effects or composition or arrangement for the benefits of his creditor or purports 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

- (iii) Assigns, transfers or subjects or attempts to assign, transfer or sublet any portion of the works without the prior written approval of the ICAI; or
  - (iv) 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 ICAI.
  - (v) In the opinion of the ICAI, at any time, whether before or after the date or extended date for completion makes defaults in proceeding with the works with due diligence and continues in that state after reasonable notice from the ICAI or delays the project.
  - (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.
2. Whenever the ICAI exercises its authority to cancel the contract under any Clause, it may complete the works 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 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 exceeds the money due to the CONTRACTOR under this contract, the CONTRACTOR shall either pay the excess amount assessed by the ICAI or the same shall be recovered from the CONTRACTOR by adjustments from outstanding or by other means.
3. The ICAI shall also be at liberty to use the materials and other stores on site as it 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 ICAI and the amount so assessed shall be final and binding on the CONTRACTOR.
4. 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 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.

## **22. FORECLOSING OF WORK**

- a) 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.
- b) 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 labour and materials collected but which could not be utilized on the works.

## **23. SETTLEMENT OF DISPUTES**

### **23.1 ARBITRATION**

In the event of any dispute in the interpretation of the terms and conditions of this contract/ agreement or difference of opinion between the parties or any point in the order / contract arising out of or in connection with the agreement/ accepted order/ contract or with regard to performance of any obligation hereunder by either party, the parties hereto shall use their best efforts to settle such disputes or difference of opinion amicably by mutual negotiations. In case no agreement is reached, either party may forthwith give to the other, a notice in writing of the existence of such question, dispute or difference of opinion and 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 will be held at Mumbai and the language of the arbitration proceeding and that of all documents and communications between the parties shall be in English. The decision of the arbitrator shall be final and binding upon both the parties. All arbitration awards shall be in writing and shall state the reasons for the award. The expenses of the arbitrator as determined by the arbitrator shall be shared equally by the parties. However, the expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself.

### **23.2 JURISDICTION**

Subject to the aforesaid arbitration clause, any dispute between the parties arising out of or in connection with the contract shall be subject to the exclusive jurisdiction of the Courts at Mumbai only.

### **24. LABOUR AND EMPLOYMENT LAWS**

1. No labour below the age of eighteen (18) years shall be employed on the Project.
2. The Contractor shall not pay the laborers engaged by it on the Project less than what is provided for under the applicable laws. Whether for time or piece work, based on the applicable rates of wages as fixed under law at the time. The Contractor shall ensure that the provisions of the Code of Wages, 2019 and the Provident Fund Act, 1952, as amended from time to time, are fully complied with. The Contractor shall maintain the necessary registers and records for payment of wages, overtime, Provident Fund etc, made to its workmen / Regional Provident Fund Commissioner as required under the relevant laws and by Provident Fund Department or such authorized person appointed by the Central and/or State Government. The Contractor shall ensure that this is complied by him including any labour CONTRACTOR employed by him.
3. The Contractor, at his own expense, shall comply with all the current applicable labour laws and keep the ICAI indemnified thereof.
4. The Contractor shall pay equal wages to both men and women in accordance with the applicable Labour Laws.
5. The Contractor is covered under the Contract Labour (Regulation and Abolition) Act, 1970; it shall obtain a license from the licensing authority (i.e. Office of the Labour Commissioner) by payment of the necessary prescribed fee and deposit. Such fee and deposits shall be borne by the Contractors and included in their Tender.
6. The Contractor shall employ labour in sufficient numbers, either directly or through Sub-Contractors, to maintain the required rate of progress and of quality to ensure workmanship to the degree specified in the Contract documents and to the satisfaction of the ICAI.
7. The Contractor shall furnish to the ICAI the labour returns of the number and description, by trades, of the people employed on the Project every Saturday. This shall be for the preceding week.
8. The Contractor shall submit in the last working day of each month to the ICAI an Accident Status Report. This shall show the accidents that occurred during that time period; the circumstances under which they occurred; and the extent of damage caused by them.
9. The Contractor shall submit on the last working day of each month to the ICAI a Maternity Benefits Statement. This shall identify the number of female workers who have been allowed Maternity Benefit as provided under the Maternity Benefit Act 1961, or the Rules made there under, and the amounts paid to them.
10. The Contractor shall comply with all the provisions of the following statutory Acts or any modifications thereto and the rules made there under from time to time.
  - a) The Factories Act, 1948
  - b) Code of Wages, 2019
  - c) The Employers' Liability Act, 1938
  - d) The Apprentices Act, 1961
  - e) The Workmen's Compensation Act, 1923
  - f) The Industrial Disputes Act, 1947

- g) The Maternity Benefits Act, 1961
  - h) The Contract Labour (Regulation and Abolition) Act, 1970
  - i) The Employment of Children Act, 1933
  - j) The Provident Funds and Miscellaneous Provisions Act, 1952
  - k) The Employee's Pension Scheme, 1995
11. Should a report be made by an Inspecting Officer, as defined in the Contract Labour (Regulation and Abolition) Act, 1970, the ICAI shall have the right to deduct from any money due to the Contractor any sum required, or estimated to be required, for making good the loss(es) suffered by a worker or workers by the reason of non-fulfillment of the Conditions of the Contract relating to the benefits of workers, non-payment of wages or of deduction made from their wages which are not justified by the terms of the Contract or non-observance.
12. The Contractor shall indemnify the ICAI against any payments to be made under and for the observance of the provisions of the aforesaid Acts.
- a) In the event of the Contractor committing a default or breach of any of the provisions of the aforementioned Acts, as amended from time to time, of furnishing any information or submitting or filling in any Form/Register/Slip under the provision of these Acts which is materially incorrect, then on the report of the Inspecting officers, the Contractor shall, without prejudice to any other liability, pay to the ICAI a sum not exceeding Rs. 1000.00 as Liquidated Damages. This shall be applied to each incident for every default, breach or furnishing of, submitting, making and/or filling-in materially incorrect statements, the exact amount shall be fixed by the ICAI.
  - b) In the event of the Contractor's default continuing in this respect, the Liquidated Damages may be increased to Rs 100.00 per day for each day that default occurs up to a maximum of one percent (1%) of the Contract Amount.
  - c) The ICAI shall deduct such amounts from the RA bill or the Retention Money of the Contractor and credit the same to the Welfare Fund constituted under these Acts. The decision of the ICAI in this respect shall be final and binding.

## **25. SAFETY PROCEDURES**

Safe methods of working shall be a main consideration in all operations. Contractors shall provide ICAI with details of their methods of work, highlighting the safety aspects. It is the responsibility of all persons employed on this project to act responsibly to prevent accidents to themselves and to others. Notwithstanding the provisions contained herein the Contractor is not exempted from the enforcement of any Act or Rule.

The Contractor is responsible for the safety of his work by:

- a) Providing safe plant, equipment and working conditions.
- b) Ensuring the establishment of safe working procedures.
- c) Providing suitable protective equipment's and clothing e.g. gloves, ear muffs and goggles.
- d) Providing adequate job training.
- e) Providing fire extinguishers and first aid box.
- f) Reporting all accidents and dangerous occurrences, with copies to ICAI
- g) Ensuring that hazardous materials, if necessary on site, will be stored and used in a safe manner.

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

Any defect, shrinkage, settlement, unsound work or other faults which may appear either in the work executed or in materials used or consequential damage within the "Defects Liability Period" stated herein arising in the opinion of the ICAI from materials or workmanship not in accordance with the Contract shall upon the directions in writing of the ICAI, and within such reasonable time as shall be specified therein, be amended and made good by the Contractor, at his cost unless, 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, shrinkage, settlements or other faults 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 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 ICAI, 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 Kitchen set up 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 therein during such period of ten years and affecting or likely to affect the safety thereof. An undertaking/performance guarantee to this effect on non-judicial stamp paper of appropriate value shall be given by the Contractor.

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

- 27.1 The work shall be carried out in the manner complying in all respects with requirements of relevant Bye-laws of the local body under the jurisdiction of which the work is to be executed or as directed by ICAI and nothing extra shall be payable on this account.
- 27.2 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.
- 27.3 The contractor shall give due notices to Municipal, Police, Fire 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.
- 27.4 The contractor shall comply with bye laws of Fire Fighting Department, wherever required. No extra claim shall be admissible on this account.

## **28. ASSIGNMENT**

The Contractor shall not assign/ sublet the work or any part thereof except with the prior written consent of the ICAI. Such consent even if provided shall not relieve the Contractor from any liability or any obligation under the contract.

## **29. USE OF DRAWINGS, SPECIFICATIONS & OTHER DOCUMENTS**

If the Contractor abandons the work in whole or in part or becomes incapacitated, the ICAI may make full use of all or any drawing and designs prepared by the Contractor.

## **30. RESERVATION CLAUSE**

That ICAI reserves the right to add or omit any item(s) of the contract work or restrict/decrease the scope of work. The decision of 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 provided for in the contract or otherwise mutually agreed upon for such additions, alternations, modifications, variation omissions etc.

## **31. INDEMNITY**

The Contractor shall at all times indemnify the ICAI and shall keep it indemnified from and against any claim, loss, damage, action, proceedings, costs, charges and expenses that may be suffered or incurred by the ICAI on account of any misrepresentation or material breach of any representation made by the Contractor or the terms and conditions herein contained or on account of any default or breach or violation or non-observance or non-performance of any applicable law, statute, rule, regulation, directive or guidelines by Contractor or any of its employees or representatives or agents in relation to the contract and attributable to Contractor.

## **32. BLACKLISTING**

Without prejudices to the other rights, the ICAI reserves the right to blacklist the Contractor in case the Contractor commits breach of any terms and conditions of the contract and such blacklisting shall be for the period as decided by the ICAI.



## Section V: Appendix to General Conditions of Contract

Sr.	Clause No.	Brief Description of Clause
1.	Name of Work	Kitchen Renovation at ICAI tower, BKC, Mumbai
2.	Cost of Tender Document	Rs 2,360/- inclusive of GST (Non-refundable) through DD favouring the Secretary, The Institute of Chartered Accountants of India' payable at Mumbai".
3.	Earnest Money Deposit	In the form of DD/ Pay Order for an Amount of <b>Rs.2,66,000/-</b> (Rupees Two Lakh Sixty-Six thousand only) favoring The Secretary, ICAI payable at Mumbai.
4.	Validity of the BID	90 days
5.	Commencement of work	Within 10 days from the date of Letter of Intent/ Work Order or handing over of site, whichever is later.
6.	Time of Completion inclusive of holidays & rainy period.	Three Months
7.	Signing of Contract Agreement	Within 15 days of issue of Letter of Intent/ Work Order
8.	Performance Security Deposit	<b>5%</b> of the Contract value.
9.	Release of Performance Security	Full performance security shall be refunded after completion of Defect Liability Period.
10.	Retention Money	<ul style="list-style-type: none"> <li>• Ten percent (10 %) of Contract Value will be deducted towards Retention Money and it will be deducted from each RA Bill @ 10% of the gross Bill amount. Alternately, Contractor can submit BG for equivalent amount before payment of 1st RA bill.</li> <li>• BG will be valid till completion of contract period plus 90 days.</li> </ul>
11.	Release of Retention Money	50% of Retention Money shall be paid back by ICAI within 30 days of issuing of certificate of completion by the ICAI and balance of the Retention money will be released after successful completion of Defect Liability period.
12.	Running Account Bills	Max. two bills per month will be entertained. No bill value should be less than Rs. 5 lacs.
13.	Payment of Running Account Bills	Within 21(twenty-one) days from the date of submission of bill, if found in order. Payment against all bills will be made after verification.
14.	Final Bill	Contractor to submit the final bill within 30 days of issue of virtual completion certificate. ICAI will release payment within 60 days.
15.	Taxes and Duties	All Government taxes and duties, Labor cess etc. except GST to be included in the bid price.
16.	Freight, Insurance, Packing, Forwarding, Loading & Unloading	To be included in the bid price.
17.	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.
18.	Escalation	No Escalation shall be payable during the contract period, whatsoever may be the reason.
19.	Electricity & Water	Electricity, drinking water and water for construction to be arranged by CONTRACTOR at his own cost.
20.	Period of Maintenance/ Defect Liability Period	12 (twelve) Months from date of issue of completion certificate by ICAI.
21.	Liquidation Damages	1 % of Contract Value per week of delay, subject to a maximum of 5 % of Contract Value.

(Signature of the Authorized person)

Designation: .....

Date: ..... Name of the firm:

(Official Seal) ..... Address:

## Annexure I: Information to Be Furnished by the Bidder

1	Name, composition and registered office address	Details to be furnished in the Prescribed proforma
2.	Whether individual or a partnership firm with full particulars of the other partners including their names, professional qualifications, age, experience etc.	Attach a separate sheet.
3.	Names, qualification and experience of all technical personnel in the firm.	Details to be furnished
4.	Whether registered as Consultant	State the Registration No. & attach a copy of the certificate
5.	Details of experience as Consultant cum Executor of Kitchen.	Attach a separate sheet
6.	Important large projects executed during last 3 years by the firm together with approximate cost of individual project. The full address of the clients for whom the works have been executed.	Details to be furnished in the prescribed proforma.
7.	Name and address of the Banker(s) of Bidder.	Attach a separate sheet.
8.	Whether the firm is involved/has been involved at any time in any Litigations/ arbitrations pertaining to their professional commitments?	If yes, details to be furnished regarding nature of the complaint, year and outcome of the exercise.
9.	Financial standing	Copies of the Income Tax Clearance certificates/ Income Tax assessment orders along with latest final accounts of the business certified by a Chartered Accountant should be enclosed in proof of their creditworthiness for the last three consecutive financial years.

Name & Signature:

Full address, office seal & Date:

## Annexure II: Composition of the Bidder

1	Name of the firm: (Attach an attested photocopy of Certificate of Registration)	
2	Legal Status of the Firm: (Individual/company/Partnership firm/Joint Venture firm)	
3(a)	Registered Address:	
3(b)	Telephone:	
3(c)	FAX/Tele-fax:	
4(a)	Contact Person	
4(b)	Designation	
4(c)	Full Postal Address:	
4(d)	email id	
4(e)	Mobile no.	
5.	Number of years of experience:	
6.	Number of similar eligible works executed during the last Three years:	
7.	Names and titles of Directors or Partners:	
8.	In case the company is subsidiary, the involvement, if any, of the Parent Company in the ICAI's proposed work:	
9.	State whether in-house expertise is available for all services/sub-systems.	
10.	Was the applicant ever required to suspend the eligible works for a period of more than six months continuously after commencement?	
11.	Has the applicant or any constituent partner in case of partnership firm, ever abandoned the awarded works before their completion? If so, give name of the project and reasons for abandonment.	
12.	Has the applicant or any constituent partner in case of partnership firm, ever been debarred / black-listed for competing in any organization at any time? If so, give details	
13.	Has the applicant or any constituent partner in case of partnership firm, ever been convicted?	
14.	Whether the Applicant is involved in frequent litigations in the last five years?	

Signature, date and stamp  
of the Applicant /Authorized representative

## Annexure III: Works completed in last three years

List of Important Projects Executed by the Organization During Last Three Years [Note: Separate sheet to be furnished for different projects viz. (a) Institutional Building, (b) Office Buildings, (c) Commercial buildings]

### DETAILS OF THE ELIGIBLE WORKS COMPLETED IN THE LAST THREE YEARS

Sr. No	Name and addresses of the Client	Details of the work									Whether copies of the detailed work orders indicating date of award, value of awarded work, time given for completing the work etc and the corresponding completion and TDS certificates indicating actual date of completion and actual value of executed similar eligible works in proof of the work experience have been attached
		Name and location of the project	Scope of the work	Value of the work	Date of award/ actual commencement of the work	Time allowed for completion of the work	Date of Completion of work	Reason for delay, if any	Whether Liquidated Damages / penalties, if any, imposed?	Litigation/ Arbitration, if any With details.	

Note:

The applicants are required to provide the Documentary Proof in respect of the information furnished above.

Signature, date and stamp of the Applicant/  
Authorized representative

## Annexure IV: Details of Clients

### DETAILS OF THE CLIENTS FOR WHOM ELIGIBLE WORKS HAVE BEEN EXECUTED/COMPLETED DURING LAST 3 YEARS

Sr. No.	Name and address of the Client /Firm (also indicate whether Government / Semi Government /Government of India Undertaking or Private body)	Details of the officers/ authorities/contact executives under whose control the work(s) was/ were executed					
		Name	Postal address	e-mail IDs	Telephone (mobile) nos.	Fax nos.	Telephone (landline) Nos.

Signature, date and stamp of the Applicant /  
Authorized representative

## Annexure V: Covering Letter

(On the original letter head of the Applicant)

Date:

To,

The Joint Director  
The Institute of Chartered Accountants of India  
ICAI TOWER  
Plot No:C-40, G Block,  
Bandra Kurla Complex,  
Bandra (East)  
Mumbai- 400 051

Dear Sir,

**Sub: Bid for engaging Consultant cum Executor for Kitchen Renovation at ICAI TOWER Plot No:C-40, G Block, Bandra Kurla Complex, Bandra(East), Mumbai-400 051**

Having examined the Tender document, I/we, M/s\_\_\_\_\_, offer my/our proposals for the subject works and am/are in full conformity with the said Tender. I/we declare that all the provisions of this Tender are acceptable to me/us. I/we further certify that I/we am/are authorized signatory of my/our organisation and am/are, therefore, competent to make this declaration. I/We further declare that additional conditions, variations, deviations, if any, found in my/our bid, shall not be given effect to.

I/We agree to abide by the terms and conditions of this Bid, including this letter, the Technical and Financial Bid, the duly notarized written power of attorney, and all attachments and it shall remain binding upon me/us and may be accepted by you at any time before the expiry of the validity period.

I/We confirm having enclosed the following demand drafts: -

1. Earnest Money of Rs.2,66,000/- (*Rupees Two Lakh Sixty-Six thousand only*) by Demand Draft Number .....dated.....drawn on..... Bank.....Branch.
2. Cost of Tender form of Rs.2,360/- (including GST @ 18% (*Rupees Two thousand three hundred and sixty only*)) by Demand Draft Number .....dated.....drawn on..... Bank.....Branch.

I/We hereby declare that all the information and statements made in this bid are true and any misleading/false information contained in it may lead to my/our disqualification.

I/We understand that you reserve the right to accept or reject any bid.

Dated this [date / month / year]

Authorized Signatory (in full and initials):

Name and title of signatory:

Duly authorized to sign this Bid for and on behalf of [Name of Bidder]

Name of Bidder/Firm:

Address:

**Note:** This will be enclosed in original along with both Technical & Financial Bid.

## **Annexure VI: Articles of Agreement**

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THIS AGREEMENT is made on this the \_\_\_\_ day of \_\_\_\_\_ 2020 at Mumbai

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 and Regional Office at ICAI Tower, Plot No. C-40, 'G' Block, Bandra Kurla Complex, Bandra (East), Mumbai – 400051 represented by its authorized officer \_\_\_\_\_, (HEREINAFTER referred to as 'Employer' or 'ICAI') which expression shall, wherever the context so admits, mean and include its successors, assignees, etc. of the ONE PART;

AND

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

The Employer and the Contractor are hereinafter collectively referred to as "Parties" and individually as "Party" wherever necessary.

WHEREAS

- A. The Employer is desirous that the Kitchen Renovation on 1<sup>st</sup> floor at ICAI Tower, BKC, Mumbai (hereinafter referred to as 'Contract Work') be carried out as mentioned, enumerated or referred to in the tender General Conditions of the Contract, Drawings, Plans, Time Schedule of completion of jobs, Schedule of Quantities and Rates, Agreed Variations, other documents and has called for Unconditional tender.
- 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 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 Notice Inviting tender, Instruction to bidder, General Conditions of Contract, 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 employer shall form part of the contract though separately set out and are included in the expression 'Contract' wherever herein used.

AND WHEREAS:

The employer 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 employer (hereinafter referred to as the 'Schedule of Rates') upon the terms and subject to the conditions of the contract.

NOW THIS AGREEMENT WITNESSTH AND IT IS HEREBY AGREED AND DECLARED 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 employer to the Contractor for the work to be executed by him, the Contractor hereby covenants with the employer that the Contractor shall and shall 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.

The 'Contract Price' shall be all inclusive of cost of materials, equipment, installation charges and tools and tackles required for execution of the job. No extra claim in this respect shall be entertained.

2. That the contract work shall be completed within 3 (Three) months from 10 days from the date of handing over the site or issuing the work order to the Contractor, whichever is later.
3. That the Earnest Money Deposit (EMD) of Rs.2,66,000/-(Rupees Two Lakh Sixty Six thousand only) furnished by the Contractor has been converted into Security Deposit. In addition, the Contractor has furnished performance Bank Guarantee No. \_\_\_\_\_ dated \_\_\_\_\_ for Rs. \_\_\_\_\_/- issued by \_\_\_\_\_ (bank) with validity till \_\_\_\_\_ in favour of "The Secretary, ICAI", payable at Delhi, for due performance of his obligation under this contract, amounting to 5% of contract value.

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 50% of this Retention Money shall be paid back by ICAI within 30 days of issuing of certificate of completion by the Contractor & accepted/approved by the ICAI bill and balance of the Retention money will be released after successful completion of Defect Liability period.

The Performance Security Deposit will be released upon expiry of Defect Liability Period of 12 months which will be counted from the date of virtual completion of work or two months from the date of latest rectification of work, whichever is later.

4. That in consideration of the due provisions, execution and completion of the contract work, the employer does hereby agree with the Contractor that the employer shall pay to Contractor the respective amounts for the work actually done by him and approved by the employer 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. The Period of honouring RA Bill by Employer, if found in order is within 21 working Days from date of receipt of bill with full documentation.
5. That it is specifically and distinctly understood and agreed between the Employer and the Contractor that the Contractor shall have no right, title or interest in the site made available



by the Employer 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 Employer 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.

6. That it is further specifically and distinctly understood and agreed between the Employer and the Contractor that in any event, the Employer 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.

7. RESERVATION CLAUSE:

That ICAI reserves the right to add or omit any item(s) of the contract work or restrict/decrease the scope of work. The decision of Employer shall be final and binding in regard thereto and the Contractor shall not be entitled to claim any compensation other than the admissible rates provided for in the contract or otherwise mutually agreed upon for such additions, alternations, modifications, variation omissions etc.

8. ASSIGNMENT:

The contractor shall not without the prior written consent of the Employer assign the contract works or any part thereof. PROVIDED ALWAYS that any consent given by the Employer 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.

9. 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 Employer 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 Employer 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 Employer 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.

10. 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.

#### 11. STATUTORY REQUIREMENTS:

The Contractor shall conform to the 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 complied 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.

#### 12. INDEMNITY:

The Contractor shall at all times indemnify the ICAI and shall keep it indemnified from and against any claim, loss, damage, action, proceedings, costs, charges and expenses that may be suffered or incurred by the ICAI on account of any misrepresentation or material breach of any representation made by the Contractor or the terms and conditions herein contained or on account of any default or breach or violation or non-observance or non-performance of any applicable law, statute, rule, regulation, directive or guidelines by Contractor or any of its employees or representatives or agents in relation to the contract and attributable to Contractor.

#### 13. 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 compensation to the ICAI at the rate of 1 % of the contract value for every week of delay subject to a maximum of 5% of the contract value. Delay beyond 5 weeks shall render the Retention Money to be forfeited and in addition a penalty of Rs. \_\_\_\_\_ Lacs (Rupees \_\_\_\_\_ Only) will be payable by the CONTRACTOR, the Contract will come to end and the ICAI shall be at liberty to withdraw the work and get it executed from any other agency at Contractor's risk and cost and the site shall be vacated by Contractor immediately.

#### 14. TERMINATION:

14.1 The EMPLOYER 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 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
- (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
- (iii) Assigns, transfers or subjects or attempts to assigns transfer or sublet any portion of the works without the prior written approval of the EMPLOYER; or
- (iv) 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 EMPLOYER.
- (v) In the opinion of the EMPLOYER 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 EMPLOYER 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.

## 15. 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.

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.

## 16. ARBITRATION:

In the event of any dispute in the interpretation of the terms and conditions of this contract/ agreement or difference of opinion between the parties or any point in the order / contract arising out of or in connection with the agreement/ accepted order/ contract or with regard to performance of any obligation hereunder by either party, the parties hereto shall use their best efforts to settle such disputes or difference of opinion amicably by mutual negotiations. In case no agreement is reached, either party may forthwith give to the other, a notice in

writing of the existence of such question, dispute or difference of opinion and 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 will be held at Mumbai and the language of the arbitration proceeding and that of all documents and communications between the parties shall be in English. The decision of the arbitrator shall be final and binding upon both the parties. All arbitration awards shall be in writing and shall state the reasons for the award. The expenses of the arbitrator as determined by the arbitrator shall be shared equally by the parties. However, the expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself.

## 17. 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 Mumbai 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

IN PRESENCE OF TWO WITNESSES

1. SIGNATURE

2. SIGNATURE  
NAME

NAME  
ADDRESS

ADDRESS

## Annexure VII: Technical Specifications

Sr.	Particulars
<b>[A]</b>	<b>General Notes (Rates mentioned in BOQ shall be inclusive of below points)</b>
1	Rates mentioned in BOQ shall be inclusive of all taxes, as of date i.e. levies, transport etc or any other tax as applicable in Mumbai is inclusive in rates except GST as applicable
2	Details/ functions/ activities mention in preambles in each section are included in quoted rates and nothing extra shall be paid for it.
3	This bill of quantities is to be read in conjunction with the drawings, specifications, terms & conditions etc.
4	The quantiles given are approximate and can vary up to any extent. Hence, billing will be on actual measurement as executed and approved.
5	Contractor has quoted the rates after visiting the site, and after considering all local/ situational factors
6	Rates are inclusive of Carting away debris and cleaning. The rate shall be inclusive of removal of debris from site
7	Rates are quoted for finished items, wastage factor is on contractor part and measurement will be for finished item only.
8	The rates shall remain firm till the completion of the work and the contractor shall not be entitled to claim any escalation on any account till the completion of the project, in any respect.
9	Wherever applicable all the material samples should be got approved from Project -incharge for its quality, makes, colour, pattern etc before start of work /mass procurement of material.
10	Curing, slurry, scaffolding, etc wherever applicable are included in item.
11	The rates given by the Contractor shall remain firm, till 6 months from the dates of starting the project
12	All work is to be carried out as per the specification given in the BOQ.
13	All surfaces to be plastered/tiled, hacking of surface after stripping of shuttering is included in items.
14	All cement related works shall be cured for 7 days or more as applicable as per specifications.
15	Protection of all kinds of floorings with POP and polythene sheet etc. is included in item rate and nothing extra shall be paid for this. The rate is also inclusive of removing and cleaning the same after completion of work
16	Holes or pockets in the Brick/Siporex work for Rainwater pipes and other pipes shall be kept or the pipes shall be provided at the time of raising the masonry. These holes or Zarries should be made good after fixing of pipes and nothing extra shall be paid for the same.
17	Chiseling of brickwork/siporex, if required shall be done to flush the floor skirting with the wall. Nothing extra shall be paid on this account.
18	Removing of existing sanitary fittings, existing plumbing line, disconnection of old water and drainage line with all respect should not be charged additional.
19	Removing of old electrical wiring, switches, cables, smoke detectors, sprinklers, with all respect should not be charged additional.
20	All electrical wires / cables should be FRLS.
<b>[B]</b>	<b>MASONRY WORK NOTES: (Rates mentioned in BOQ shall be inclusive of below points)</b>
1	No Additional cost will be given, to bring the materials like Sand, Cement, Siporex, Tiles etc., from ground floor to the site at first floor of the building.
2	Cutting charges for materials like granite, Kota, Marble, Tiles, etc. will be included. No additional cutting charges will be given for the same.
3	Holes or pockets in the Brick work for Rainwater pipes and other pipes shall be kept or the

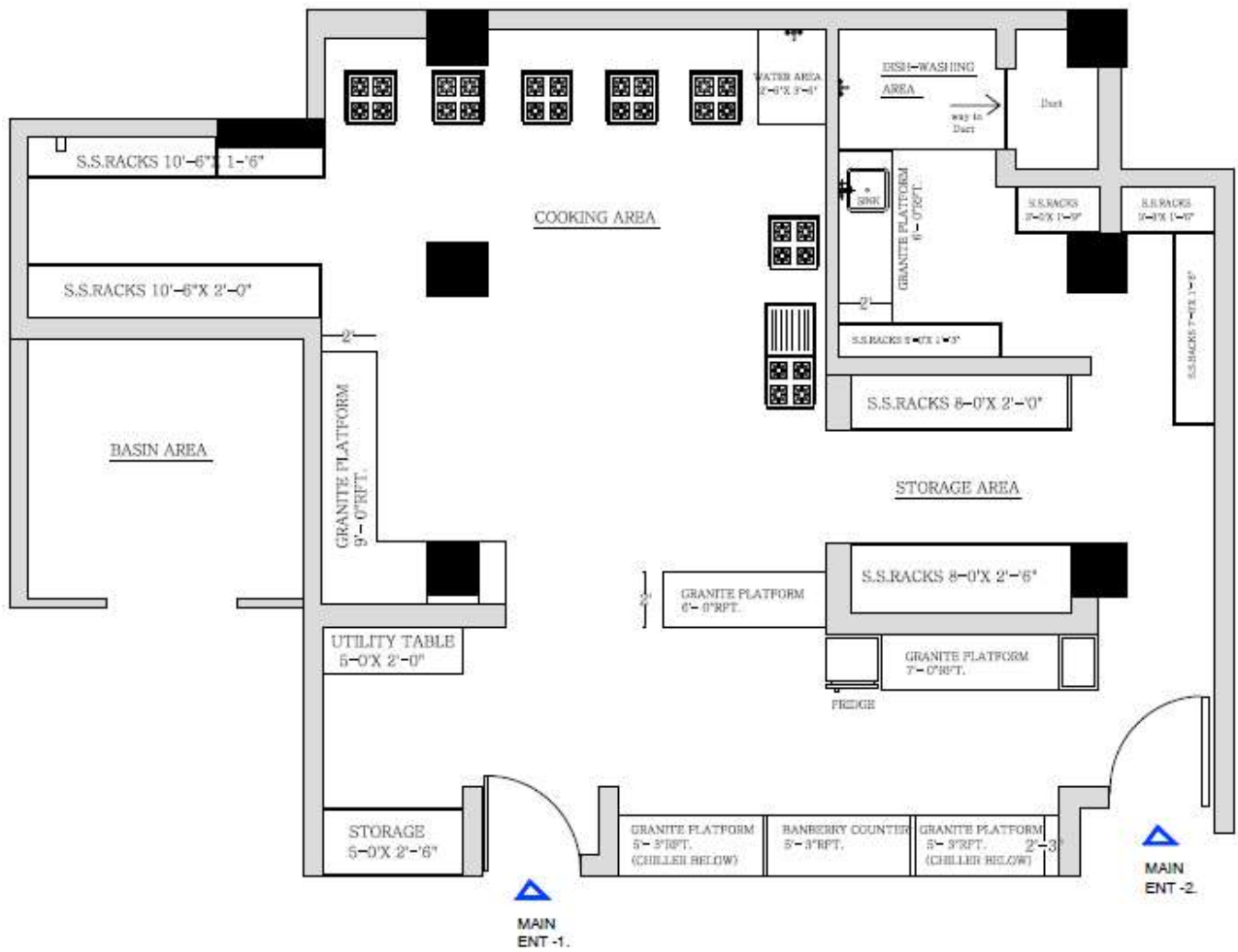
Sr.	Particulars
	pipes shall be provided at the time of raising the masonry. These holes or Zarries should be made good after fixing of pipes and nothing extra shall be paid for the same.
4	Rates are inclusive of fixing of door frames with anchor fastener and hold fast in concrete And providing 100 mm thick RCC lintel at every 1 meter Height
5	No holes for scaffolding will be permitted into the brickwork.
6	line and level to be checked and confirm prior to start of work
7	All the samples for stones, marbles, tiles etc shall be got approved prior to start of work and procurement of material in bulk quantity
8	Makes, quality, colour, shade of the materials to be used in the work, be got approved prior to start of work.
9	All the flooring ceramic tiles are anti skid , until specified otherwise.
10	Clearing and curing of area for work to be done one day in advance. Cleaning of flooring or cladding will be done at site on the same day
11	All the joints will be neatly finished, with matching colour pigment mixed with white cement even if not specified in the item
12	Chase cutting for flush skirting is included in rates
13	Finishing and plaster repairing after fixing skirting is included in rates
14	Cleaning of POP and/or polythylene sheet at the time of handing over, washing floor with Mild Acid solution if required.
15	Repairing of all damages shall be made good/ replaced before handing over.
16	All flooring to be protected by polythene sheet or protection boards during construction. Flooring to be covered over in finished condition and after uncovering to be delivered in a finished acceptable condition free of scratches, lines and any other deformities / defects etc.
17	The contractor shall procure mortar, adhesive, grout etc. Of approved quality design and standard and he will not change source of supply without written permission from PMC and with revised samples being approved.
18	Joint patterns to be followed. No extra cuts for variable joint patterns, shall be paid for wastage.
19	All dados may have marbles with 'V' grooves of variable thicknesses & 'I' grooves at junctions or bevelled or profiled edges at junctions. No grooves and profiling to be paid for separately. Tiles/marbles to be neatly cut at junction box locations. Care to be taken while execution that no screw heads are visible from the finished side.
20	Skirting to have profiled edges as per architect's instructions. No extra cost to be paid for plaster chipping, required to adjust skirtings levels. However, cost of mouldings to be indicated separately, so as to deduct cost towards the same, in case profiling is avoided.
21	All necessary cut outs in walls, clearing up plaster towards work required for services, not to be paid for separately, even if it is conducted subsequent to work completion. No extra for marble cutting, edge finishing required for junction boxes of electrical works, etc.
22	The contractor shall be responsible for protection of his own work and the work of other trades during the progress and till handover to the employer. All flooring to be protected by polythene sheet or protection boards during construction and polished after laying. Flooring to be covered over in finished condition free of scratches and cracks etc.
<b>[C]</b>	<b>ELECTRICAL WORK NOTES: (Rates mentioned in BOQ shall be inclusive of below points)</b>
<b>1</b>	Only FRLS wire shall be used;
<b>2</b>	Conduit carrying circuit wiring should not carry point wiring and Conduit carrying point wiring should not carry submain/circuit wiring;
<b>3</b>	Flexible conduits & Elbows are not allowed;
<b>4</b>	The wires from ceiling junction to light points / light fixture shall be drawn in flexible Metal conduit with adaptor & cover for junction box & crimp type lugs at both the ends along with necessary hardware & accessories, etc. as required;
<b>5</b>	Proper ferrules, lugs, must be used in all cabling and wiring on both load / source end;

Sr.	Particulars
6	Each switch board must be provided with respective ferrules representing the respective DB, Phase & Circuit numbers;
7	Looping of Neutral / Earth wire between two separate Primary / Full Points is strictly not allowed;
8	Looping of Neutral / Earth wire between two separate circuits on similar or other phase is strictly not allowed;
9	Feruling / numbering / tagging to wires with circuit number & db name for all lighting & raw / ups power shall be strictly followed at both DB & switch board / switch socket boards ends.
10	Specifications for 8000 CFM Exhaust Blower. - (3 Phase) 6 Core 6 sq mm Copper Armoured Cable Star Delta Automatic Starter suitable for 10 HP - Crompton / L&T / Siemens Make. Cut - Out Switch near the fan for maintenance purpose
11	Specifications for 8000 CFM Fresh Air Blower. - (3 Phase) 4 Core 4 sqmm Copper Armoured Cable DOL Starter suitable for 7.5 HP - Crompton / L&T / Siemens Make. Cut - Out Switch near the fan for maintenance purpose
<b>[D]</b>	<b>CARPENTARY WORK NOTES: (Rates mentioned in BOQ shall be inclusive of below points)</b>
1	All Ply used should be marine ply and Adhesive should be fevicol (marine)
2	All Hinges used should be Palladium, Janta, Flora make or equivalent
3	All drawer locks, Cuboard locks , should be Vijian make or equivalent
4	All flush door should be marine.

### **Annexure VIII: Bill of Quantities (BOQ)**

The **Financial Bid Document** with estimated **Bill of Quantities (BoQ)** is available in separate document with this Technical Bid and hosted on the Institute website at [www.ica.org](http://www.ica.org) along with this tender.

## Annexure IX: Tender Drawing & Sketch



PDF of afore stated drawing is also hosted on the [www.icai.org](http://www.icai.org) for ready reference.