



**THE INSTITUTE OF CHARTERED ACCOUNTANTS OF
INDIA (ICAI)**

**TENDER
FOR
APPOINTMENT OF CONTRACTOR / SERVICE PROVIDER FOR PROVIDING
COMPREHENSIVE INTERIOR DESIGNING AND EXECUTION OF WORK
(INCLUDING CIVIL AND ALLIED WORKS) FOR PROPOSED PART RENOVATION
AT 7TH FLOOR, ICAI TOWER, BKC, MUMBAI**

**TECHNICAL BID
(Part-I)**

Issued To:

M/s. _____

Address _____

Tel. No. _____

Name of the Person _____

Signing the tender

Mobile No. _____

E-mail ID _____

LAST DATE FOR SUBMISSION : 12th July 2022
OF SEALED TENDERS : Up to 2.00 PM

TOTAL NUMBER OF PAGES : 1 to 80

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TECHNICAL & COMMERCIAL BID

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THE INSTITUTE OF CHARTERED ACCOUNTANTS OF INDIA (ICAI)
Regional Office: "ICAI Tower", Plot No C-40, G Block, Bandra-Kurla Complex,
Bandra (East), Mumbai – 400 051
H.O.: "ICAI Bhawan", Indraprastha Marg, New Delhi - 110 002

TENDER NOTICE

Notice Inviting Unconditional Tender for Providing Comprehensive Interior Designing and Execution Of Work (Including CIVIL and Allied works) For Proposed Part Renovation At 7th Floor of ICAI Tower, BKC, Mumbai, 400 051.

The Institute of Chartered Accountants of India invites Sealed Unconditional Tender in Two Bid System, in prescribed format, from reputed and experienced Service Providers for Providing Comprehensive Interior Designing and Execution Of Work (Including CIVIL and Allied works) For Proposed Part Renovation At 7th Floor of ICAI Tower, BKC, Mumbai, 400 051. And the last date of submission of Document is 12th July 2022 - up to 2.00 pm.

A Contractor wishing to apply for the above work shall make applications in the prescribed Performa, after reading the detailed terms & conditions and application form which can be downloaded from our website www.icai.org.

Applications super scribing the above Tender work on the envelope along with full details shall be submitted to Institute of Chartered Accountants of India, ICAI Tower, C-40, 'G' Block, Bandra-Kurla Complex, Bandra (E), Mumbai 400 051 (Attn. : Head WRO) within 21 days of hosting of this advertisement on website.

The Institute of Chartered Accountants of India reserves all rights at any time to reject any application at any stage and/or time, fully or partly for whole process and/or for particular Contractor. ICAI also reserves all rights at any time to add, alter, modify, change, editing & deleting 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 Contractor replace without assigning any reasons whatsoever. In this regard, the decision of the Institute shall be final and binding on the entire participant.

Sd/-
Secretary ICAI

THE INSTITUTE OF CHARTERED ACCOUNTANTS OF INDIA (ICAI)
Regional Office: "ICAI Tower", Plot No C-40, G Block, Bandra-Kurla Complex,
 Bandra (East), Mumbai – 400 051
H.O.: "ICAI Bhawan", Indraprastha Marg, New Delhi - 110 002

NOTICE INVITING TENDER (Website)

ICAI invites sealed unconditional tenders in Two Bid system (Techno- commercial and Financial Bids in two separate covers) from registered, experienced and reputed Contractor / Service Providers for providing comprehensive interior designing and execution of work in respect of proposed part renovation work on 7th floor of ICAI Tower, BKC, Mumbai-400 051. The last date of receipt of duly filled in Bids is on or before 12th July 2022 upto 2.00 pm. The detailed terms and conditions are available at ICAI's website www.icai.org and <https://www.wirc-icai.org>

RELEVANT INFORMATION AT A GLANCE

1.	Name of the work	Tender For Appointment Of Contractor /Successful Bidder/ Contractor / Service Provider For Providing Comprehensive Interior Designing and Execution Of Work For Proposed Part Renovation At 7th Floor of ICAI Tower, BKC, Mumbai
2.	Cost of Tender	Rs.1,180/- (including GST) in the form of demand draft only favoring ' Secretary, The Institute of Chartered Accountants of India ', payable at Mumbai.
3.	Earnest Money Deposit	Earnest Money Deposit (interest free, refundable) of Rs.1,00,000/- (Rupees One Lakh only) by way of a Demand Draft drawn Draft Issued by Nationalised/ Scheduled Commercial Bank, in favor of the "Secretary, The Institute of Chartered Accountants of India", payable at Mumbai . EMD is to be submitted by all bidders irrespective of their status. <u>Pl. note:</u> No interest shall be paid on the EMD
4.	Availability of blank tender document	Blank tender document may be downloaded from ICAI website www.icai.org and https://www.wirc-icai.org/
5.	Last date for submission of tenders	On 12th July 2022 upto 2.00 P.M. 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 for this purpose. Alternatively, Tenderers may send the Bids through Speed Post or Registered Post so as to reach us on or before the last date and time of submission. The ICAI shall not be responsible for any postal delay in receipt of tender documents.
6.	Date of opening the Technical Bid (Cover-1)	The Technical bids shall be opened on 12th July 2022 at 3.00 pm 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 or happens to be a holiday for ICAI, the bid shall be opened on the next working day at the specified time and location.
7.	Date of opening of Financial bid (Cover - 2)	After evaluating the Technical bids on ICAI's 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 or happens to be a holiday for ICAI, the bid shall be opened on the next working day at the specified time and location.

8.	Validity of Tender	Tender shall be valid for 90 Days for acceptance from the date of opening of Techno-commercial Bid.
9.	TDS (Income Tax)	As Applicable
10.	Security Deposit/ Performance Bank Guarantee	In case of successful bidder, the EMD may be converted into Performance Security or part of the Performance Security, as the case may be, or the same may be returned after furnishing of Performance Security, so within 7 days of the receipt of the communication of the award of the contract from ICAI. The successful Bidder shall have to furnish Performance Security for an amount equivalent to 5% of the total cost of the work as per contract amount as per LOI (after deducting the EMD Amount), in favor of Secretary, ICAI in the form of a bank guarantee issued by a nationalized/ Scheduled Commercial bank in the format provided by ICAI and complete the Contract documents. The bank guarantee shall be valid for the entire period of the contract including defect liability period or warranty/ guarantee obligations, as the case may be, plus ninety days. The validity of the bank guarantee should be suitably extended in the event of extension of time of the contract and No interest shall be paid on the Performance Security.
11.	Amount in words	Bidder shall write amount in numbers as well as in words. In case of any discrepancy between the amounts mention in figures and words, amount written in words shall be considered as final and binding on both parties
12.	Retention money	Ten percent (10%) of the gross amount of each RA bill shall be retained towards Retention Money. 50% of the Retention Money shall be released along with final bill and balance 50% shall be released after completion of 'Defect Liability Period'. No interest shall be payable by ICAI on this amount
13.	Time of completion inclusive of holidays and rainy periods	60 days inclusive of holidays and rainy periods from the 10th Day of Letter of Intent/ Work Order or handing over of site, whichever is later
14	Defect Liability Period	The defect liability period shall be minimum of one year from the date of satisfactory completion and handing over the job by the Successful Bidder/ Contractor / Service Provider
15	Pre-bid Meeting	A pre-bid meeting will be held on 4th July 2022 at 11.00 A.M. in the ICAI Tower, Plot No. C-40, 'G' Block, Bandra Kurla Complex (BKC), Bandra (East), Mumbai - 400051.

Note:

1. The Institute of Chartered Accountants of India reserves all rights at any time to reject any or all tender/ 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. ICAI reserves right to reject the entire tender process without assigning any reason whatsoever.
3. 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.

4. ICAI or its representatives shall not entertain any bidder during the period of the selection of Contractor /Successful Bidder/ Contractor / Service Provider is in process.
5. ICAI reserves the right to verify the particulars furnished by the tenderer/ bidder, independently.
6. In no case, the request of bidder for change or modification in any terms and conditions related to payment shall be entertained.
7. ICAI may, for any reason whether at its own initiative or in response to the clarification requested by the prospective Bidder, issue amendment in the form of addendum during the Bidding period and subsequent to receiving the bids. Any addendum thus issued shall become part of bidding document and Bidder shall submit 'original' addendum duly signed and stamped in token of his acceptance.. ICAI can also issue corrigendum to this tender by notifying the same at www.icai.org and <https://www.wirc-icai.org>
8. ICAI reserves the right to award contract in full or in part to one or more bidders without assigning any reason, what so ever.
9. ICAI also reserves the right not to accept the lowest bid.
10. Tender bearing any condition will be summarily rejected.
11. **The pre-bid meeting will be held on 4th July 2022 at 11.00 A.M. in the ICAI Tower, Plot No. C-40, 'G' Block, Bandra Kurla Complex (BKC), Bandra (East), Mumbai - 400051.**
12. For any queries, the applicants may contact at Phone No. 022-33671404 during working hours on all working days

Section - I

ELIGIBILITY CRITERIA

General Eligibility

This invitation to respond to the unconditional Tender is open to such qualified and reputed Contractor / Service Providers 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 must 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 minimum average annual turnover of Rs.50 Lakhs during last three financial years ending on March, 2022. Copies of the P&L Account and audited Balance Sheet duly certified by the Chartered Accountant must be enclosed with the Tender document.
3. Only Contractor / Service Providers who have satisfactorily executed in time at least one jobs each costing at least Rs.40 Lakhs, in respect of commercial / institutional / hotel/ Office buildings, in the last three financial years, need to apply. 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 in providing comprehensive interior designing and execution of work in respect of commercial /institutional/hotel/office buildings.
5. There should be no litigation /arbitration pending against the Proprietor/Firm/Partner or the Company (Bidder).
6. The Bidder should not have been blacklisted by any government department /PSU/Statutory body/corporate body during last three years. A Declaration to this effect be enclosed with the bid.
7. 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) Proof of Registration of firm /Agency along with Proprietary Certificate/Partnership Deed/ Certificate of Incorporation, MOA, AOA as the case may be
 - (e) Proof of compliance of other statutory requirements
 - (f) Income Tax clearance certificate.
 - (g) Copies of contracts already executed and those in hand along with their value.
 - (h) Profile of the Company / Agency/ Firm
 - (i) Copy of audited Balance Sheets along with Profit and Loss Accounts duly certified by the Chartered Accountant for the last three Financial Year
 - (j) Copy of ITR filed by the bidder for the last 3 Financial years
 - (k) Copy of Pan Card of the Bidder.
 - (l) Any other relevant document(s)

Section – II

INSTRUCTIONS TO TENDERERS

1 CONDITIONS PRECEDENT

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

- (i) The Successful Bidder shall be required accept the LoI/ Work order within 2 days of its issuance and also required to provide a Performance Security/ Bank Guarantee to the ICAI within 7 days of award of the work/ issuance of LoI/ Work Order.
- (ii) The Successful Bidder shall be required to execute the Agreement within 15. days of issuance of LoI/ Work Order.

The parties may by mutual agreement extend the time for fulfilling the Conditions Precedent.

In the event of the Successful Bidder failing to fulfill the Conditions Precedent, ICAI/ Client shall not be liable in any manner whatsoever to the Successful Bidder and ICAI shall forthwith forfeit the EMD amount, Performance Security and/ or Performance Guarantee, Retention Money etc. as the case may be.

2 REPRESENTATIONS AND WARRANTIES:

The Bidder/ Tenderer represent and warrants to ICAI that:

- a) It is duly organized and validly existing under the laws of India, and has full power and authority to execute and perform its obligations under this tender document and to carry out the transactions contemplated hereby;
- b) It has taken all necessary corporate and other permits, licenses and actions under laws applicable to its business to authorize the execution and delivery of this Tender and to validly exercise its rights and perform its obligations under this Tender;
- c) It has the financial standing and capacity to undertake the Project in accordance with the terms of this Tender/ Agreement;
- d) In providing the Services, it shall use reasonable endeavors not to cause any disruption to ICAI's normal operations
- e) This Tender has been duly executed, filled and submitted by it and constitutes a legal, valid and binding obligation, enforceable against it in accordance with the terms hereof, and its obligations under this Tender shall be legally valid, binding and enforceable against it in accordance with the terms hereof;
- f) The information furnished in the Tender document and as updated is true, accurate and nothing is concealed or suppressed in the Tender document submitted.
- g) The execution, delivery and performance of work under this Tender shall not conflict with, result in the breach of, constitute a default by any of the terms of its Memorandum and Articles of Association or any Applicable Laws or any covenant, contract, agreement, arrangement, understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected;

- h) There are no material criminal or CIVIL actions, suits, proceedings, or investigations pending or, to its knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the breach of this Tender or ensuing Agreement or which individually or in the aggregate may result in any material impairment of its ability to perform any of its material obligations under this Tender or ensuing Agreement;
- i) It has not violated or defaulted with respect to any order, writ, injunction or decree of any court or any legally binding order of any Government Instrumentality which may result in any Adverse Effect on its ability to perform its obligations under this Tender or ensuing Agreement and no fact or circumstance exists which may give rise to such proceedings that would adversely affect the performance of its obligations under this Tender or ensuing Agreement;
- j) It has complied with Applicable Laws and has not been subjected to any fines, penalties, injunctive relief or any other CIVIL or criminal liabilities which in the aggregate have or may have an Adverse Effect on its ability to perform its obligations under this Tender or ensuing Agreement;
- k) It and its personnel, have the necessary experience, skill, knowledge and competence to perform the work or Services under the tender documents.
- l) No representation or warranty by it contained herein or in any other document furnished by it to ICAI or its Employee or its nominated agencies in relation to the Required Consents contains or shall contain any untrue or misleading statement of material fact or omits or shall omit to state a material fact necessary to make such representation or warranty not misleading;
- m) No sums, in cash or kind, have been paid or shall be paid, by it or on its behalf, to any person associated with ICAI in any manner whatsoever by way of fees, commission or otherwise for award or promise to award of work under this Tender or for influencing or attempting to influence any person associated with ICAI in any manner whatsoever in connection with this Tender.

3 GENERAL

- 3.1 Unless the context otherwise requires, the term "Institute" wherever used in this document, shall mean "The Institute of Chartered Accountants of India" or "ICAI".
- 3.2 Bids are invited from interested bidders fulfilling the eligibility criteria as laid down herein for their engagement as Successful Bidder/ Contractor / Service Provider for Providing PROPOSED "„RENOVATION/INTERIOR" WORKS AT „ ICAI TOWER, BKC, MUMBAI – 400 051."
- 3.3 Bidder shall submit the Unconditional Tender Documents duly signed and stamped on each page of tender in token of his acceptance along with his bid.
- 3.4 Bid shall remain valid for 90 days from the date of opening of Techno- Commercial Bids.
- 3.5 The cost of tender document i.e. Rs.1180/- (Rupees One Thousand One Hundred Eighty Only) in the form of Demand Draft from any Nationalised/ Scheduled

Commercial 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 bid/ application not accompanying with the application fee/ cost of tender shall not be considered.

- 3.6 As time is the essence of the contract, the ability and competence of the applicants to render required services within the specified time frame, will be a major factor while deciding the selection of the Successful Bidder/ Contractor / Service Provider /Successful Bidder/ Contractor / Service Provider Firm. Applicants shall enclose testimonials of having completed similar high value projects of rendering good quality Interior design services within time for major public sector undertakings/large industrial establishments.
- 3.7 The application is mandatorily required to be signed by the applicant or by the authorized person(s) in case the bid is being submitted on behalf of the organization. However, it is mandatory that such person must be having necessary Authorization/ Power of Attorney in his favour to do so. (copy of Power of Attorney/ Memorandum of Association/Partnership Deed shall be furnished along with the application/ proforma)
- 3.8 Each page of the application shall require to be signed.
- 3.9 If the space in the proforma is insufficient for furnishing full details, such information may be supplemented on separate sheet stating therein the part of the proforma and serial number. Separate sheets shall be used for each part of the application.
- 3.10 Applications containing false and/or incomplete information are liable for rejection. The ICAI shall reserves its right to obtain the Confidential Reports from the past and existing clients of the applicants and inspect the works performed or being performed by the bidder to verify the various relevant details and the credentials submitted by the bidder.
- 3.11 Decision of the ICAI in regard to selection of the Bidder shall be final. The ICAI is not bound to assign any reasons for the rejection of any bid thereof.
- 3.12 Bidder shall submit the Financial Offers/Bids along with application in a separate sealed envelope.
- 3.13 The fee and cost of the work shall be firm and fixed during the period of contract and no escalation in price or increase in fees of whatsoever degree or nature shall be allowed and permitted.
- 3.14 Performance Guarantee as mentioned in the agreement to be submitted by the successful bidder within 7 days of issuance of LoI/ Work Order.
- 3.15 Bids received after the stipulated date and time shall not be entertained. ICAI shall not be liable for any postal delays whatsoever and Bids received after the stipulated time and/ or date are liable to be rejected summarily without giving any reason.
- 3.16 In case of incomplete submissions of bid or application, ICAI shall be under no obligation to give the bidder an opportunity to make good such deficiencies and ICAI shall at its discretion treat such bids as incomplete and not consider for further evaluation.
- 3.17 Any Joint Venture / consortia of firms / companies are not allowed to participate in the Bidding process and if anything, contrary to it is found at any stage, before and/ or after award of work, the EMD, any other security deposit and / or any other sums

payable to such Joint Venture / Consortia shall stand forfeited. Further, contract, if already awarded, without the prejudice of any other rights or remedy available to ICAI under any of the clauses of this Tender, shall stand terminated

3.18 The Performance Security Deposit shall be refunded after defect liability period plus 90 days.

4 **Every Bidder is required to submit declaration in following Annexures:**

- **Annexure 1:** Declaration with respect to the Integrity and no Conflict of Interest.
- **Annexure 2:** Declaration regarding qualification

5 **CLARIFICATION REQUESTS BY BIDDER**

5.1 Although the details presented in this Unconditional 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.

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

5.3 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 the tender Documents.

5.4 Before tendering, the tenderers are requested to compulsorily visit the site during working hours on any of the working days and satisfy themselves fully regarding the nature of the work, requirement and get required clarifications from the ICAI, if any. No plea with respect to not seeing the worksite for want of information or clarification on any particular point shall be entertained after the bid has been received.

5.5 With respect to the Bidders who qualify in the Technical Bid, ICAI will appoint designated officers for random visits to the existing clients of the bidders and evaluate quality of service and other necessary requirements. ICAI will evaluate site visit reports given by appointed designated officers. Depending upon the evaluation of reports, bidders will be shortlisted for opening of financial bid of respective bidders. This shall be one of the major criterias to shortlist the bidders to open financial bids.

6 **AMENDMENT OF TENDER DOCUMENT**

6.1 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.

6.2 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.

7 **DOCUMENTS COMPRISING THE BID**

7.1 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 the same may be considered adequate ground for rejection of the bid.

7.2 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 and Appendix to General Condition duly signed and sealed, on the letter-head of tenderer, DD against the cost of tender form, Earnest Money Deposit and its details.
- b) Power of Attorney, Authorisation letter, Board Resolution etc., as the case may be, 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, alongwith 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 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/ Certificate including by-laws of the Firm, 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 Audited Balance sheets& Profit and Loss Account of last 3 years should be enclosed ending on March, 2019.
- h) **Registration certificate of GST**
- i) Pan Card
- j) Details of Statement of Arbitration and disputes
- k) Copy of TDS Certificate issued by clients to substantiate the claim for the values of work executed in the private sector.

- 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 7.2 (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

“Bid for Contractor / Service Provider for execution of all work (Including CIVIL and Allied works) in respect of proposed part renovation work at 7th floor of ICAI Tower, BKC, Mumbai-400 051.”

Name and Address of Bidder: _____

8.2 Address to which bids are to be sent (Post/Courier/Hand / etc.)

WRO Head

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 the Cost of Tender and/ or Earnest Money Deposit (EMD) shall be rejected summarily.

For any queries, the applicants may contact at 022-33671404

9 BID OPENING, EVALUATION PROCESS AND SELECTION PROCEDURE

9.1 Bid Opening:

- The Technical Bids will be opened on 12th July 2022, 3.00 PM in the ICAI Tower, Plot No. C-40, 'G' Block, Bandra Kurla Complex (BKC), Bandra (East), Mumbai - 400051 in the presence of the prospective bidders, if they wish to be present.
- Those present, shall have to produce Authorization Letter from the agency/firm/company before the Tender Committee.
- The Financial Bid of the Successful Bidders, who have been found technically qualified, will be opened at a later date to be informed separately

9.2 Evaluation of Proposals:

Response to this Tender would be evaluated in two phases. Initially technical bids will be opened and evaluated. Those bidders who satisfy the technical requirements of the work, as per the requirements/specifications and the terms and conditions of this Tender, shall be short-listed. Financial bids shall be opened only for the short-listed bidders who have qualified in the technical bid. ICAI may constitute Evaluation Committee to evaluate the Proposals submitted by Bidders for a detailed scrutiny. Subject to terms mentioned in the Tender, a multi-stage process, as explained below, will be adopted for evaluation of Proposals submitted by the specified date and time.

9.3 Evaluation of Financial Proposal:

The financial bid of only those Bidders, who have been found to be technically eligible, shall be opened. The financial bids shall be opened in presence of representatives of technically eligible Bidders, who may like to be present. ICAI shall inform the date, place and time for opening of financial bid

10. The tender shall remain valid for 90 days from date of opening of financial Bid.
11. The amount quoted shall be inclusive of visit, transportation, stay, boarding/lodging charges etc.
12. Pre bid meeting will be held on 4th July 2022, 11.00 AM at ICAI Tower Mumbai.
13. The scale of fees payable for Comprehensive Interior Designing shall include all the works i.e. Interior Design services, site development, Graphic design & signage etc. and various approvals from concerned authorities, if any.

14. EARNEST MONEY DEPOSIT (EMD)

The Bid must be submitted along with Earnest Money Deposit (interest free, refundable) of Rs.1,00,000/- (Rupees One Lakh only) by way of a Demand Draft drawn Draft Issued by Nationalised/ Scheduled Commercial Bank, in favor of the "Secretary, The Institute of Chartered Accountants of India", payable at Mumbai . EMD is to be submitted by all bidders irrespective of their status. **Pl. note:** No interest shall be paid on the EMD is required to be submitted by all bidders irrespective of their status/ registration as MSME etc. Any Application or Bid not accompanying with the EMD shall be rejected summarily.

EMD of the unsuccessful bidders will be returned without any interest within 30 days of award of work to the successful bidder. It is, further, specifically clarified that no interest shall be payable by the ICAI on the EMD amount.

In case of successful bidder, the EMD may be converted into Performance Security or part of the Performance Security, as the case may be, or the same may be returned after furnishing of Performance Security in the form of Irrevocable Bank Guarantee issued by a Nationalized/ Scheduled Commercial Bank in favour of the Secretary, the Institute of Chartered Accountants of India, Mumbai for an amount equivalent to 5% of the total cost of the work within 7 days from the issuance of Letter of Intent/ Work Order to the Successful Bidder.

The EMD may be forfeited if:

- a) The Bidder unilaterally modifies its application price any time after submission of Bid including after being declared as successful bidder
- b) The bidder withdraws its/ his offer during the tender validity period.
- c) on non-acceptance of Letter of Intent/ work order by the successful Bidder.
- d) Bidder fails to furnish performance guarantee/ performance security/ security deposit within 7 days from the issuance of award of the work/ Letter of Intent/ Work Order.
- e) Successful bidder fail to commence the work within the stipulated time.
- f) The successful bidder refuses/ fails to execute the Agreement or furnish the Performance Security/ Guarantee.
- g) The Bidder founds to be indulged in Canvassing, Fraud, Corruption, Misrepresentation, Mal Practices etc. in any form in connection with the tender.
- h) The Bidder founds to be suppressing the information or furnishing wrong or incomplete information.
- i) The successful bidder fails to honour or refuses to comply with or modifies any or all terms and conditions of the tender.

15. DEFECT LIABILITY PERIOD:

The defect liability period shall be minimum of one year from the date of satisfactory completion and handing over the job by the Successful Bidder/ Contractor / Service Provider. During the defect liability period, if any damage occurs, same shall be rectified/ replaced by

the successful bidder/ Successful Bidder/ Contractor / Service Provider free of cost. If the successful bidder/ Successful Bidder/ Contractor / Service Provider does not attend for rectification/ replacement within specified time periods, the same shall be executed by the Institute at the risk and cost of the contractor and the amount of expenditure including the overhead of the Institute (If any) will be recovered from the security deposits retained by the Institute.

16. RETENTION MONEY:

An amount equal to 10% of the gross amount of the running account bill will be deducted towards retention money from each progressive bill for performance of its obligation/ security deposit in respect of the contract. 50% (Fifty percent) of the amount so deducted shall be refunded to the contractor after the successful completion of the work and balance 50% of amount shall be refunded after Defect Liability Period of the Contract.

17. PERFORMANCE SECURITY:

The successful Bidder shall furnish to ICAI Performance Security for an amount equivalent to 5% of the contract value in the form of Bank Guarantee issued by a Nationalised/ Scheduled Commercial Bank in favor of 'Secretary, The Institute of Chartered Accountants of India, Mumbai having validity of contract period plus 15 month including the defect liability period plus not less than 90 days, within 7 days from the date of issuance of award of the work/ Letter of Intent. On the receipt of the Bank Guarantee, EMD, if not converted into/ adjusted towards part of the performance security, shall be returned.

The Performance Bank Guarantee and Security Deposit shall liable to be forfeited by the Institute at its discretion in the event the Successful Bidder/ Contractor / Service Provider is deemed to be in default or the event of any breach of contract on the part of the Successful Bidder/ Contractor / Service Provider or if the Successful Bidder/ Contractor / Service Provider fails to perform or observe any of the conditions of the contract.

The Bank Guarantee shall be valid for the entire period of the contract including defect liability period plus not less than 90 days. The validity of the bank guarantee should be suitably extended in the event of extension of time of the contract.

In addition to other provisions and conditions mentioned in this Tender, Performance Security, Retention Money, including any other amount which is due and payable shall liable to be forfeited in following conditions also:

- a) The successful Bidder modifies its application price any time after being declared as successful bidder
- b) The successful bidder withdraws its/his/ her offer during the period of agreement.
- c) The successful bidder refuses/fails to execute the Agreement.
- d) The successful bidder fails to perform the work to the satisfaction of the ICAI.
- e) The successful Bidder founds to be indulged in Canvassing, Fraud, Corruption, Misrepresentation, Mal Practices etc. in any form in connection with tender.
- f) The successful Bidder founds to be suppressing the information or furnishing wrong or incomplete information or making false or misleading statements.
- g) The successful bidder fails to honour or refuses to comply with or modifies any or all terms and conditions of the tender.
- h) Successful Bidder/ Contractor / Service Provider fails to make good the deficit of Performance Security/ Security Deposit within 7 days of the notice of demand.
- i) Successful Bidder fails to improve its performance to the satisfaction of ICAI within the notice period.

18. LIQUIDATED DAMAGES:

If the performance of work/services is delayed beyond time schedule due to reasons

attributable to the Successful Bidder/ Contractor / Service Provider, the Successful Bidder/ Contractor / Service Provider shall pay the liquidated damages, but not by way of penalty, to ICAI for delay, an amount calculated at the rate of 1/4% of the total fees/charges payable under the contract for every week of delay or part thereof, and the ICAI will be at liberty to deduct the said amounts from any amount due and payable to Successful Bidder/ Contractor / Service Provider by the ICAI. The total amount of such compensation for delay will, however, be limited to a maximum of 10% payable under the contract. This is without prejudice to any other remedy available to the ICAI under the agreement.

19. The Successful Bidder/ Contractor / Service Provider/ Proprietor of Contractor Firm shall visit the site frequently and also as and when required to inspect and render necessary advice for the ongoing works/ activities at site.
20. ICAI'S RIGHT TO ACCEPT OR REJECT AN APPLICATION:
 - a) ICAI reserves the right to accept or reject any application in whole or in part, or to annul the empanelment process or to reject all applications with or without notice or reasons. ICAI shall bear no liability whatsoever consequent upon such decisions. Conditional applications shall be rejected summarily.
 - b) ICAI shall not be obliged to furnish any information / clarification / explanation to the unsuccessful applicants as regards non acceptance of their applications.
21. MANDATORY REQUIREMENT:
 - a) The Bidder/ Tenderer/ Applicant shall conform to the provisions of Acts of the Legislature relating to the works, and to the Rules, Regulations and bye-laws of any companies, statutory body and/ or authorities.
 - b) The Bidder/ Tenderer/ Applicant shall indemnify the ICAI or any agent, servant or employee of the ICAI against any action, claim or proceeding relating to the infringement of any copy or design rights or any alleged patent or design rights and shall defend all actions arising from such claims and pay any royalties, license fees, damages, cost of all and every sort of other charges which may be payable in respect of any articles or material or part thereof legally incurred in respect thereof and included in the contract. In the event of any claim being made or action being brought against the ICAI or any agent, servant or employee of the ICAI in respect of any such matters aforesaid, the Bidder/ Tenderer/ Applicant shall be immediately notified thereof.
 - c) The Bidder/ Tenderer/ Applicant shall indemnify the ICAI against all claims which may be made upon the ICAI under the Workmen's Compensation Act or any other statutory provisions applicable to the work.
 - d) Successful bidder shall, at all times, indemnify the ICAI and shall keep it indemnified against all actions, suits and proceedings and any costs, charges, expenses, loss or damages incurred, caused to/ sustained by ICAI by reason of any default or breach or lapse or negligence or non-observance of any rules, regulations, laws, bye-laws etc. or non-performance or any non-payment by / on behalf of the successful bidder.
 - e) The Bidder/ Tenderer/ Applicant shall also be responsible for all bodily injury to persons, animals, or things which may arise due to faulty designs, defects or deficiencies thereof. The Bidder/ Tenderer/ Applicant shall indemnify the ICAI and save it harmless in respect of all and any expense arising from and such injury or damage to persons, animals or things as aforesaid and also in respect of any claims made in respect of injury or damage under any Acts of Government, Legislature or otherwise and also in respect of any Award of Compensation or damage consequent upon such claims.

- f) The ICAI with the advice of the Consultant shall be at liberty and is empowered to deduct the amount of any damage, compensation, costs, charges and expenses arising or accruing from or in respect of any such above said claims for damages from any sum or sums due or become due to the Bidder/ Tenderer/ Applicant, for which the ICAI will be the sole deciding authority.

22. NUISANCE:

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

23. SUB – LETTING OF ASSIGNMENTS:

The successful Bidder shall not assign or sub-contract the work to any other person/entity in whole or in part(s), to perform its obligation under the Contract, without the ICAI's prior written consent. Without prejudice to other rights and legal remedies available to ICAI, the violation of this clause would amount to forfeiture of Performance Guarantee/ Security Deposit/ retention money including any money due and payable by the ICAI to the Successful Bidder/ Contractor / Service Provider. Besides, ICAI may terminate the contract as provided herein

24. NO PARTNERSHIP:

None of the terms and conditions of this Tender shall be interpreted or construed to create an association, joint venture or partnership between the Parties, or to impose any partnership obligation or liability upon either Party, and neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party except as expressly provided under the terms of this Tender.

25. THIRD PARTIES:

The terms and conditions of this Tender shall be interpreted or construed to be intended solely for the benefit of the Parties and their respective successors and permitted assigns, and nothing in this Tender shall be construed to create any duty to, standard of care with reference to, or any liability to, any person not a Party to this Tender.

26. STATUTORY COMPLIANCE:

The successful bidder shall be responsible for complying with all the applicable laws/bye laws/regulations in force from time to time and shall bear all statutory liabilities with respect to the workers/personnel engaged by it for performance of the Contract. The successful bidder shall also obtain all necessary permissions/ certificates/ NOCs for execution of the work on behalf of ICAI from the statutory/Government bodies.

27. FORCE MAJEURE:

Notwithstanding anything contained in the Tender and ensuing Agreement, the Service Provider shall not be liable for liquidated damages or termination for default, if and to the extent that the delay in performance or other failures to perform its obligations under the Tender and ensuing Agreement is the result of an event of Force Majeure. For purposes of this clause "Force Majeure" means an event beyond the control of the parties and not involving the fault or negligence of the parties and which was not foreseeable. Such events may include wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargos.

- Force Majeure inter alia shall not include:

- a) Any event which is caused by the negligence or intentional action of a Party or such Party's Sub Agency or agents or employees.
- b) Any event which a diligent Party could reasonably have been expected to both
 - Take into account at the time of the conclusion of this Agreement, and
 - Avoid or overcome in the carrying out of its obligations hereunder.
- c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

The decision of the ICAI, regarding Force Majeure shall be final and binding on the Service Provider. If a Force Majeure situation arises the Service Provider shall promptly notify to the ICAI in writing of such conditions and the causes thereof. Unless otherwise directed by the ICAI in writing, the Service Provider shall continue to perform its obligations under the agreement as far as reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. In case a Force Majeure conditions exists for a period more than 15 days, ICAI may terminate the Contract forthwith without any notice showing its intent to terminate the Contract.

28. ARBITRATION:

That in the event of any question, dispute or differences arising out of or in connection with any of the terms and conditions mentioned in this document or any agreement arising thereunder or any order placed, in the first instance, the parties hereto shall try to resolve the same by mutual consultation, failing which the same shall be referred to the sole arbitrator to be appointed mutually by the parties. The Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings. Arbitration proceedings shall be held at Mumbai and the language of the arbitration proceeding shall be English. The arbitral award shall be final and binding upon both the parties. All arbitration awards shall be in writing and shall state the reasons therefor.

29. JURISDICTION:

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

30. SEVERABILITY CLAUSE:

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

31. WAIVER:

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

of any provision on one occasion shall not be taken or held to be a waiver thereof on any subsequent occasion or as nullifying the effectiveness of such provision.

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

32. FALL BACK ARRANGEMENTS:

In case of breach of terms of the Agreement committed by the successful bidder, the ICAI may terminate the contract by giving 30 days' notice and may inter alia further award contract to any other Contractor at the risk and cost of the defaulting Contractor. In such case, any higher price to be paid by ICAI to the newly appointed Contractor shall be recoverable from the defaulting Contractor by invoking the Bank Guarantee or forfeiting the Security Deposit/ Retention Money.

33. 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.

34. TECHNO-COMMERCIAL DISCUSSIONS

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

35. Bid Opening, Evaluation Process and Selection Procedure

Evaluation of Proposals: Response to this Tender would be evaluated in two phases. Initially technical bids will be opened and evaluated. Those bidders who satisfy the technical requirements of the work, as per the requirements/specifications and the terms and conditions of this Tender, shall be short-listed. Financial bids shall be opened only for the short-listed bidders who have qualified in the technical bid. Authorized representatives of the Bidders may be present during the Bid Opening if desired. ICAI may constitute Evaluation Committee to evaluate the Proposals submitted by Bidders for a detailed scrutiny. Subject to terms mentioned in the RFP, a multi-stage process will be adopted for evaluation of Proposals submitted by the specified date and time.

36. AWARD OF WORK

36.1 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.

36.2 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

SCOPE OF WORK

Preambles

- 1 All Furniture sample proto types shall be approved by the Client before supplying.
- 2 The rate shall be inclusive of suitable packaging of the finished furniture & supply of the same to site & moving to the location.
- 3 The rate shall be including loading, unloading, transportation etc. complete.
- 4 The above dimensions are out to out approx. dimensions. The product shall be complete as per image and specification under the guidance of Engineer in Charge.
- 5 Rates mentioned in BOQ shall be inclusive of all taxes, as of date i.e. Education Cess, levies, transport, octroi,labour cess , Royalties etc. or any other tax as applicable in Mumbai is inclusive in rates , Except GST
- 6 Details/ functions/ activities mention in preambles in each section are included in quoted rates and nothing extra shall be paid for it.
- 7 Watching and lighting arrangements wherever necessary whether ordered by the Employer or otherwise is included in items.
- 8 This bill of quantities is to be read in conjunction with the drawings, specifications, terms & conditions etc.
- 9 Base preparation , cracks , undulation or any other filling required with pop or putty are included in item
- 10 All the painting work to be carried out as per IS standards & will be done with brushes only unless stated otherwise.
- 11 The quantities given are approximate and can vary up to any extent. The contractor will not be entitled to claim any extra on account of this quantity variation. Billing will be on actual measurement as executed and approved.
- 12 Contractor has quoted the rates after visiting the site, and after considering all local factors
- 13 Rates are quoted for finished items, wastage factor is on contractor part and measurement will be for finished item only.
- 14 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.
- 15 Where ever applicable all the material samples should be got approved from engineer in charge for its quality, makes, colour, pattern etc. before start of work /mass procurement of material.
- 16 Manufacturer test certificates/testing from lab and test results will be provided along with the sample for all the materials procured at site.
- 17 Protection of all kinds of floorings is included in item rate .The rate is also inclusive of removing and cleaning the same after completion of work
- 18 Rates quoted in this BOQ shall be applicable to any height & any location even if not specified in any item, Including steel (H frame, Ledger system etc.) scaffolding,curing cleanning,rectification
- 19 Details/ functions/ activities mention in preambles in each section are included in quoted rates and nothing extra shall be paid for it.
- 20 Watching and lighting arrangements wherever necessary whether ordered by the Employer s or otherwise is included in items.
- 21 Rates are inclusive of Carting away debris / Cleaning / Security / statutory/ approval for disposal of debris even Dismantling of existing flooring granite/ stone slabs / tiles wall tile or tile cladding on walls at all heights and removal of debris from premises. The rate shall be inclusive of removing the base mortar & disposing the same The rate shall be inclusive of removal of debris from site

- 22 Curing, slurry, scaffolding, etc. wherever applicable are included in item.
- 23 All concreting to be done as per Mix Design (to be got done by contractor at his own cost) and got approved by him by EIC beforehand.
- 24 For all concrete, Brick, stone, flooring and other works except plastering, sand used shall be coarse sand and for plastering, it would be 50% coarse + 50% fine, unless specified otherwise.
- 25 All surfaces to be plastered/tiled, hacking of surface after stripping of shuttering is included in items.
- 26 All cement related works shall be cured for 7 days or more as applicable as per specifications. The rate shall be also inclusive with Hessian cloth and any other form of curing as directed.
- 27 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
- 28 Holes or pockets in the Brick/Siporex work for Rain water 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.
- 29 Chiselling of brickwork/siporex, if required shall be done to flush the floor skirting with the wall. Nothing extra shall be paid on this account.
- 30 Grooves with cement finish up to 12 mm X 6 mm shall be formed in plaster at the junction of slab and beam and slab & brick work without any extra charge. Similar grooves shall be made in plaster at the junction of masonry and wood or steel door or steel window frames or at bottom of beams or chajja, slab projections as drip moulds without extra charge.
- 31 Bailing out, pumping out or otherwise removing all water which may accumulate in the working areas from any or all causes what so ever.
- 32 All electrical wires / cables should be FRLS.
- 33 **Siporex MASONRY WORK PREAMBLES (Rates mentioned in BOQ shall be inclusive of below points)**
- 34 Work in English bond or any other bond or design as directed by the Architects
- 35 Work in square, round and rectangular pillars, flower troughs, under floor drains, making curved and tapered surfaces steps etc.
- 36 Forming openings, chases, grooves etc.
- 37 Embedding conduits, boxes, other fixture of any descriptions, hold fasts of doors, windows, glazing's etc., no deduction shall be made for cavities so formed.
- 38 Making all drip courses, projected courses of any description, offsets, setbacks, corbels, architraves or any other feature of any description.
- 39 Raking out joints, for plastering or pointing or finishing joints flush as directed.
- 40 Bonding with R.C.C. work.
- 41 Work in narrow widths, small quantities etc.
- 42 Over lapping reinforcement and embedding reinforcement in adjoining walls in case of half brick masonry walls.
- 43 Supplying moulds, taking briquettes, getting tested and any fees, costs etc., relating to the same.
- 44 Providing 25mmx 300mm GI strips of 20 gauge for anchoring masonry with RCC columns/structural members.
- 45 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
- 46 No holes for scaffolding will be permitted into the brickwork.
- 47 Quoted Rates are for all heights, all depths, all levels, including basement to roof (mumty) & all leads and lifts, including curved , circular or any shape masonry work
- 48 **FLOOR FINISHING PREAMBLES (Rates mentioned in BOQ shall be inclusive of below points)**
- 49 line and level to be checked and confirm prior to start of work

- 50 All the samples for stones, marbles, tiles etc. shall be got approved prior to start of work and procurement of material in bulk quantity
- 51 Makes, quality, color, shade of the materials to be used in the work, be got approved prior to start of work.
- 52 All the flooring ceramic tiles are anti-skid, until specified otherwise.
- 53 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 of work
- 54 all the joints will be neatly finished, with matching color pigment mixed with white cement even if not specified in the item
- 55 chase cutting for flush skirting is included in rates
- 56 finishing and plaster repairing after fixing skirting is included in rates
- 57 Cleaning of POP and polyethylene sheet at the time of handing over, washing floor with Mild Acid solution if required.
- 58 Repairing of all damages shall be made good/ replaced before handing over.
- 59 tolerance in thickness of granite / marble will be +/- will be 1mm
- 60 Wherever stone / tile cladding / skirting/ dado/ jambs/ risers is to be done, cement plaster specified under finishing section will not be paid.
- 61 **ELECTRICALS PREAMBLES (Rates mentioned in BOQ shall be inclusive of below points)**

NOTE: -

1. Only FRLS wire shall be used;
2. Conduit carrying circuit wiring should not carry point wiring and Conduit carrying point wiring should not carry submain/circuit wiring;
3. Flexible conduits & Elbows are not allowed;
4. 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;
5. Proper ferrules, lugs, must be used in all cabling and wiring on both load / source end;
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.

RESPONSIBILITIES OF CONTRACTOR

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

- 1 All Product sample proto types shall be approved by the Client before supplying.
- 2 The rate shall be inclusive of suitable packaging of the finished Product & supply of the same to site & moving to the location.
- 3 The rate shall be including loading, unloading, transportation etc. complete.
- 4 The above dimensions are out to out approx. dimensions. The product shall be complete as per image and specification under the guidance of Engineer in Charge.
- 5 Rates mentioned in BOQ shall be inclusive of all taxes, as of date i.e. Education Cess, levies, transport, octroi, labour cess, Royalties etc. or any other tax as applicable in Mumbai is inclusive in rates, Except GST
- 6 Rates quoted in this BOQ shall be applicable to any height & any location even if not specified in any item, Including steel (H frame, Ledger system etc.) scaffolding, cleaning, rectification
- 7 Details/ functions/ activities mention in preambles in each section are included in quoted rates and nothing extra shall be paid for it.
- 8 Watching and lighting arrangements wherever necessary whether ordered by the Employer or otherwise is included in items.
- 9 This bill of quantities is to be read in conjunction with the drawings, specifications, terms & conditions etc..
- 10 Base preparation, cracks, undulation or any other filling required with pop or putty are included in item
- 11 All the painting work to be carried out as per IS standards & will be done with brushes only unless stated otherwise.
- 12 The quantities given are approximate and can vary up to any extent. The Contractor will not be entitled to claim any extra on account of this quantity variation. Billing will be on actual measurement as executed and approved.
- 13 Contractor has quoted the rates after visiting the site, and after considering all local factors
- 14 **Rates are inclusive of Carting away debris / Cleaning / Security / statutory/ approval for disposal of debris**
- 15 Rates are quoted for finished items, wastage factor is on Contractor part and measurement will be for finished item only.
- 16 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.

- 17 Where ever applicable all the material samples should be got approved from engineer in charge for its quality, makes, colour, pattern etc. before start of work /mass procurement of material.
- 18 Manufacturer test certificates/testing from lab and test results will be provided along with the sample for all the materials procured at site.
- 19 Protection of all kinds of floorings is included in item rate .The rate is also inclusive of removing and cleaning the same after completion of work
- 20 The rates quoted shall be inclusive of all taxes **except GST** as applicable.
- 21 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
- 22 Rates quoted in this BOQ shall be applicable to any height & any location even if not specified in any item, Including steel (H frame, Ledger system etc.) scaffolding, curing cleaning, rectification
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- 24 Watching and lighting arrangements wherever necessary whether ordered by the Employer s or otherwise is included in items.
- 25 This bill of quantities is to be read in conjunction with the drawings, specifications, terms & conditions etc.
- 26 The quantities given are approximate and can vary up to any extent. The Contractor will not be entitled to claim any extra on account of this quantity variation. Billing will be on actual measurement as executed and approved.
- 27 Contractor has quoted the rates after visiting the site, and after considering all local factors
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- 30 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.
- 31 Where ever applicable all the material samples should be got approved from engineer in charge for its quality, makes, colour, pattern etc before start of work /mass procurement of material.
- 32 Curing, slurry, scaffolding, etc. wherever applicable are included in item.
- 33 All concreting to be done as per Mix Design (to be got done by Contractor at his own cost) and got approved by him by EIC beforehand.

- 34 For all concrete, Brick, stone, flooring and other works except plastering, sand used shall be coarse sand and for plastering, it would be 50% coarse + 50% fine, unless specified otherwise.
- 35 All surfaces to be plastered/tiled, hacking of surface after stripping of shuttering is included in items.
- 36 All cement related works shall be cured for 7 days or more as applicable as per specifications. The rate shall be also inclusive with Hassian cloth and any other form of curing as directed.
- 37 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
- 38 Holes or pockets in the Brick/Siporex work for Rain water 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.
- 39 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.
- 40 Grooves with cement finish up to 12 mm X 6 mm shall be formed in plaster at the junction of slab and beam and slab & brick work without any extra charge. Similar grooves shall be made in plaster at the junction of masonry and wood or steel door or steel window frames or at bottom of beams or chajja, slab projections as drip moulds without extra charge.
- 41 Bailing out, pumping out or otherwise removing all water which may accumulate in the working areas from any or all causes what so ever.
- 42 All electrical wires / cables should be FRLS.
- 43 **Siporex MASONARY WORK PREAMBLES (Rates mentioned in BOQ shall be inclusive of below points)**
- 44 Work in English bond or any other bond or design as directed by the Vendor/Contractors
- 45 Work in square, round and rectangular pillars, flower troughs, under floor drains, making curved and tapered surfaces steps etc.
- 46 Forming openings, chases, grooves etc.
- 47 Embedding conduits, boxes, other fixture of any descriptions, hold fasts of doors, windows, glazings etc., no deduction shall be made for cavities so formed.
- 48 Making all drip courses, projected courses of any description, offsets, setbacks, corbels, architraves or any other feature of any description.
- 49 Raking out joints, for plastering or pointing or finishing joints flush as directed.
- 50 Bonding with R.C.C. work.
- 51 Holes or pockets in the Brick work for Rain water 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.

- 52 Work in narrow widths, small quantities etc.
- 53 Over lapping reinforcement and embedding reinforcement in adjoining walls in case of half brick masonry walls.
- 54 Supplying moulds, taking briquettes, getting tested and any fees, costs etc., relating to the same.
- 55 Providing 25mmx 300mm GI strips of 20 gauge for anchoring masonry with RCC columns/structural members.
- 56 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
- 57 No holes for scaffolding will be permitted into the brickwork.
- 58 Quoted Rates are for all heights, all depths, all levels, including basement to roof (mumty) & all leads and lifts, including curved , circular or any shape masonry work
- 59 **FLOOR FINISHING PREAMBLES (Rates mentioned in BOQ shall be inclusive of below points)**
- 60 line and level to be checked and confirm prior to start of work
- 61 All the samples for stones, marbles, tiles etc shall be got approved prior to start of work and procurement of material in bulk quantity
- 62 Makes, quality, color, shade of the materials to be used in the work, be got approved prior to start of work.
- 63 All the flooring ceramic tiles are anti-skid, until specified otherwise.
- 64 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 of work
- 65 all the joints will be neatly finished, with matching color pigment mixed with white cement even if not specified in the item
- 66 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.
- 67 chase cutting for flush skirting is included in rates
- 68 finishing and plaster repairing after fixing skirting is included in rates
- 69 Cleaning of POP and polyethylene sheet at the time of handing over, washing floor with Mild Acid solution if required.
- 70 Repairing of all damages shall be made good/ replaced before handing over.
- 71 tolerance in thickness of granite / marble will be +/- will be 1mm
- 72 Wherever stone / tile cladding / skirting/ dado/ jambs/ risers is to be done, cement plaster specified under finishing section will not be paid.
- 73 **ELECTRICALS PREAMBLES (Rates mentioned in BOQ shall be inclusive of below points)**

- a)
 - i. Only FRLS wire shall be used;
 - ii. Conduit carrying circuit wiring should not carry point wiring and Conduit carrying point wiring should not carry sub main/circuit wiring;
 - iii. Flexible conduits & Elbows are not allowed;
 - iv. 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;
 - v. Proper ferrules, lugs, must be used in all cabling and wiring on both load / source end;
 - vi. Each switch board must be provided with respective ferrules representing the respective DB, Phase & Circuit numbers;
 - vii. Looping of Neutral / Earth wire between two separate Primary / Full Points is strictly not allowed;
 - viii. Looping of Neutral / Earth wire between two separate circuits on similar or other phase is strictly not allowed;
- b) 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.
- 74 Conceptual Design & Planning i.e. Prepare sketch designs to the satisfaction and final approval of ICAI and submit preliminary estimates of cost including Conceptual Design & Planning
- 75 Contractor ural/Interior work and its execution and Prepare & provide detailed Rate Analysis as & when required by ICAI
- 76 Interior designing including furniture & furnishing, signage etc.
- 77 Electrical work
- 78 Heating, ventilation and air-conditioning work (HVAC) (If required)
- 79 Fire protection and detection services
- 80 Have a Project-in-Charge and appropriate support staff at site. To ensure & comment Qualitative aspects of the works i.e. 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 ICAI. Have a Project-in-Charge and appropriate support staff at site, to review all Drawings, Details, and Documents
- 81 Review all Drawings, Details, and Documents, keep overall check on quality and conformity with drawings and to resolve site problems and the Making Shop Drawings for suitability of execution of work, and Interact with Client and review the incorporation of comments on the final Drawings.
- 82 Making Shop Drawings for suitability of execution of work. 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.
- 83 Interact with Client and review the incorporation of comments on the final Drawings, for Review and Approval of any New Items/ Extra Items or Change in Specifications in conjunction with Client. Prepare detailed Rate Analysis for this purpose
- 84 Plan daily activities of all works and services. Sequence operations so as to ensure that work fronts are available for all days
- 85 Attend to site related problems and offer solution in co-ordination with Client. And also to prepare drawings/sketches required for works including submission of completion / As-built drawings, wherever required by ICAI

- 86 Conduct weekly meetings at site with Client to review the Progress of Work and related problems and offer solution in co-ordination with Client including Conduct weekly meetings at site with Client to review the Progress of Work.
- 87 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.
- 88 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.
- 89 Review and Suggest any New Items/ Extra Items or Change in Specifications in conjunction with Client. Prepare detailed Rate Analysis for this purpose
- 90 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.
- 91 Any other work not specially mentioned but may be required for completing the building & making it habitable.
- 92 In the event of any conflict or inconsistency between the sections as mentioned above, the Institute's decision shall prevail

SCOPE OF WORK

Following will be essential services to be rendered by the Contractor / Service Provider (in brief)

1A]

- i. To take instructions from the ICAI and prepare sketch designs, making revisions till sketch designs are finally approved by the ICAI and making preliminary estimates of cost.
- ii. To prepare Interior Design/ working drawings, including design and all other drawings for various trades.
- iii. Complete execution of work as required
- iv. To prepare and supply required sets of all drawings for execution.
- v. To visit site as and when required by the ICAI.
- vi. To submit Completion Drawings.
- vii. Any other services connected with the said works usually and normally rendered by the Successful Bidder/ Contractor / Service Provider and not referred to in above including complete supervision, administration of contract and certification of payments.
- viii. Project Management Consultancy for the project.

1B] CONSTRUCTION ADMINISTRATION & HANDOVER

- i. Review and approve, if required, all shop drawings prior to fabrication to ensure proper adherence to specifications and standards.
 - ii. Conduct fabrication inspection at local manufacturers' premises.
 - iii. Conduct final inspection and acceptance, if required, of locally fabricated equipment prior to delivery. Assist in dealing with fabricators enquires.
 - iv. Review design/fabrication changes and approve, if required.
 - v. Supervise installation and commissioning of equipment at site.
 - vi. Perform completion inspection and prepare punch list noting differences from plans, designs and specifications.
 - vii. Supervise handover and operator training of equipment at site.
1. The fee/cost shall be firm and fixed during the period of contract and no escalation or increase in fees/cost of whatsoever degree or nature shall be allowed. The fee/cost shall be covered the all the services to complete the project in all respect, some are listed as below:
 - a) The concept drawings, furniture layout, selection of loose furniture, finishes, colour scheme, light fixtures, reflected ceiling plan design intent and perspective sketches will be prepared for approval of ICAI..
 - b) The Successful Bidder/ Contractor / Service Provider shall prepare all necessary drawings and finishes schedules and other details as required for approval and for preparation of preliminary estimates and submit to the Institute and/or the Project Authority for approval of preliminary cost estimate of the Project.
 - c) Upon obtaining the approval of the Institute and/or the Project Authority for the said preliminary design and the said preliminary cost estimate, the Successful Bidder/ Contractor / Service Provider shall prepare all calculations and prepare such amendments and further drawings and documents as may be necessary to proceed with the Works.
 - d) The Successful Bidder/ Contractor / Service Provider shall also submit detailed design basis reports of all components of the project to enable the Institute to review / vet the designs internally or through professionals appointed by the institute for the purpose. The Successful Bidder/ Contractor / Service Provider shall coordinate with such professionals (Vastu consultant), attend meetings and provide all necessary information drawings and details sufficient enough for systematic review/vetting of the design proposals.

- e) The Successful Bidder/ Contractor / Service Provider shall prepare construction costs estimates at each stage of the design development process. The Successful Bidder/ Contractor / Service Provider shall ensure that all the Successful Bidder/ Contractor / Service Providers and sub-Successful Bidder/ Contractor / Service Providers appointed for the purpose by the Successful Bidder/ Contractor / Service Provider shall provide similar drawings, information and details in respect of design and other specialist work undertaken by them along with the cost estimates. The Successful Bidder/ Contractor / Service Provider shall also ensure that all the said drawings comply with the requirements of the relevant statutory authorities and are in accordance with the cost estimates approved / budgeted by the Institute.
- f) The design development phase may consist of numerous interactions and consultative meetings with the Institute's Committee. The Successful Bidder/ Contractor / Service Provider upon receiving comments / feedback from the Institute and/or the Project Authority on the said design development documents and cost estimates, shall make changes amendments and again submit the same till the designs and details are approved by the Institute for the purposes of preparing the drawings and documents in sufficient detail for preparation of the bill of quantities including Project Management Consultancy for the project
- g) The Successful Bidder/ Contractor / Service Provider shall visit the Site regularly at such frequency as may be necessary to determine whether the Works are proceeding in accordance with the drawings, specifications and conditions stipulated in the contract documents and with statutory and other requirements and shall provide technical supervision and issue all necessary and appropriate instructions and directions to be conveyed by the Institute / the Project Authority and suppliers promptly so as to enable the expeditious and proper execution of the Works under the Project.
- h) The Successful Bidder/ Contractor / Service Provider shall review all shop drawings, product data, samples, prototypes and mock-ups and approve these in a timely fashion to ensure minimal disruption to the progress of the Works on the Site.
- i) The Successful Bidder/ Contractor / Service Provider shall ensure that all construction solutions are cost effective and practical to achieve and shall provide advice of a technical nature on any variations and site instructions
- j) Any other services connected with the said works usually and normally rendered by the Successful Bidder/ Contractor / Service Provider and not specified/referred to in above including complete supervision, administration of contract and certification of payments.
- k) The Successful Bidder/ Contractor / Service Provider shall perform all functions and duties required to be performed by him in accordance with the contracts for the execution of the Works and which are required or reasonably expected of the Successful Bidder/ Contractor / Service Provider whether the said functions and duties have been expressly listed in this Arrangement or otherwise.
- l) The Successful Bidder/ Contractor / Service Provider shall arrange to depute a Project-in-Charge and appropriate support staff at site.
- m) Plan daily activities of all works and services. Sequence operations so as to ensure that work fronts are available for all Contractor s.
- n) Discuss Time/Cost Over-runs and report the same to ICAI/Project Authority through a system of appropriate Tables/Charts. Monitor management of manpower, material and financial resources with the assistance of ICAI's authorized official of Works and sound precautionary warning signals to ICAI/Contractor s.
- o) 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 ICAI/Project Authority.

- p) Review and Approve any New Items/ Extra Items or Change in Specifications in conjunction with ICAI/Project Authority. Prepare detailed Rate Analysis for this purpose
- q) Certify Running Bills and Final Bills with the assistance of ICAI's authorized official of Works in Quantity Measurements and Log data and to issue virtual work completion certificate and Final Bill in co-ordination with ICAI/Project Authority.
- r) Any other work including preparing brochures or models for various presentations (other than required for approvals from Competent/Statutory Authorities), any other drawing required (other than needed for approvals or completion of the project) etc. not specially mentioned but which may be required for completing the building/project & making it habitable.
- s) To prepare and submit scaled working drawings on suitable scale as specified by the Project Authority for all interior with all services and utilities and issue them for construction at least 10 days before the requirement of such drawings and details for execution at site. And also to prepare revised drawings/coordinated drawings between all services after making corrections, modifications, amendments and changes as directed by the Project Authority at all stages including after issue of the working drawings and good for construction drawings and issue the same for execution / institute's record.
- t) If the Bidder fails to quote rate for any particular item in the tender, the rate for that particular item will be treated as zero and Bidder shall be liable to execute that item at zero rate, for a quantity limited up to the quantity given in the tender and also If the Bidder quotes different rates for same item at different places, then lowest rate will be considered for all the purposes.
- u) The quoted rates shall be for all heights, lifts, leads and depth except where otherwise specified in the item of work. Quoted rates shall include all materials & provision of all scaffolding, hoists, tools and tackles and other plants, shuttering profiles and all other equipments/materials required for proper execution of the work and also the rates quoted by the Tenderer shall cover the cost of all loading, transporting to site, unloading, sorting under covers as required, assembling or joining the several parts together as necessary and incorporating or fixing materials in the work including all preparatory work or whatsoever description as may be required and of closing, preparing, loading, returning empty cases of containers to the place of issue

SECTION - IV

TECHNICAL SPECIFICATIONS

GENERAL

1.0 QUALITY CONTROL & ASSURANCE

- 1.1 The best quality of materials and workmanship shall be expected of the Contractor . Work shall be carried out as per Indian standards /CPWD specifications and as per the direction and instruction of the ICAI official. All constructions materials must conform to relevant ISS.
- 1.2 As far as possible materials having ISI mark shall be preferred. Only first quality materials shall be used for all works unless otherwise specified.
- 1.3 The contractor shall, on demand, provide proof of procurement of materials from, authentic manufacturers and suppliers as well as manufacturers test certificates.
- 1.4 The Contractor shall submit his Quality Assurance and control procedures for the ICAI official's approval and shall follow them during construction.
- 1.5 Tests as specified and required shall be carried out on materials in laboratories to be approved by the ICAI official's. All costs in connection with tests and the consequences of the rejection of failed materials shall be borne by the Contractor .
- 1.6 The rate quoted shall be for execution of work at all height, in all shapes and disposal of debris/ dismantle material up to any lead and lift as directed.

2.0 SAMPLES AND MOCK-UPS

- 2.1 The Contractor shall provide samples of finished work and mock-ups as required by the ICAI official's.
- 2.2. If a mock-up is disapproved due to unacceptable materials / workmanship, the contractor shall, at his own cost re-do the work.
- 2.3. If a mock -up in the permanent location of the item of work is accepted in toto, it may be included in permanent works and shall not be paid for as such.
- 2.4. If the ICAI official's desires some changes to be made in the mock-up purely for aesthetic reasons or for improvement in Contract specifications, the Contractor shall carry out such changes and shall not be compensated for such improved specifications if additional costs are involved over Contract provisions.

3.0 EMBEDMENT AND WALL CROSSINGS FOR SERVICES

The contractor shall, without extra cost, embed all concealed services in walls, floors and crossings of walls and floors to the ICAI official's satisfaction.

Floor / Wall penetration fire and smoke seals shall be provided as specified and shall not be paid for separately.

4.0 CO-ORDINATION

- 4.1 The Contract being composite, the Contractor shall be fully responsible for co-ordinating all services with repair and water proofing works.

- 4.2 A experienced supervisor in co-ordination and with a good knowledge of services shall be employed on site for co-ordination and programming.

5.0 LEAKAGE REPAIRS

- 5.1 All leakage areas shall be thoroughly examined and probable cause of leakage shall first be diagnosed and shown to ICAI Officials.
- 5.2 After getting concurrence/ approval from ICAI Officials further work like replacing of leaking/broken plumbing or sanitary fixtures, sealing of cracks in plaster, replacing plaster, grouting of slab, sealing of joints etc. shall be taken up.
- 5.3 For replacement of plumbing/sanitary fixture, brickwork, plaster, concrete around them shall be broken to minimum possible extent and fixtures then replaced.

All the joints shall be properly sealed by caulking with hemp yarn and using sealing compound like 'ROFFE SANITARY SEAL' or other such approved equivalent.

- 5.4 Open joints if any in tiling/dado shall be sealed with Roffe 'Rainbow- Tile Mate' or equivalent, after removing and cleaning all loose material from joints. All the gaps at the base of door frames due to decayed door frames shall be filled up with Roffe Grout GP or approved equivalent after cleaning the gaps of all loose material and wetting the surface. Doorframes shall be repaired with adding timber pieces wherever required.

6.0 The rate to include for

- a. carrying out any incidental work for Carefully breaking plaster in patches or long stretches without damaging plaster, brickwork in the vicinity including cutting a groove first to demarcate exact area, scaffolding, disposing of debris, Including providing bands, drip moulds, grooves, roughening by key marks , cornices, narrow bands and widths, recesses ,curing of 7 days for both the coats, cleaning, scaffolding etc. complete. and Approval of samples and mock-ups
- b. Preparing surfaces to receive finishing coats, such as brushing to remove all extraneous materials and fungus growth, if any, preparing, scraping, washing and rubbing etc.
- c. Providing, erecting and removal bamboo or H frame scaffolding around the building for the full height at a time to Works at all heights and Use of all scaffolding, trestles, ladders, cradles etc. necessary for execution of work and for inspection. The scaffolding is to be secured properly in position. including Providing and erecting working platform at any height required using materials like wooden planks etc. Secured in position.
- d. Providing, erecting, maintaining and removing temporary protective screens of Jute Cloth /Geotextile and with all necessary fixing arrangement to ensure that it remains in position for the work duration as required by the ICAI. Chipping of existing plaster as per technical specification manually/ mechanically from masonry or concrete surface using chisel / breaker and disposal of debris outside the premise. Area of the plaster area broken shall be considered for the measurement
- e. Covering the windows/door by using Plywood or GI sheets. Covering to be provided / secured properly to avoid any damage to the window / doors / glass panes and dust entering inside the premises for entire work period. The rate shall be inclusive of fixing / removing the covering & taking away material used for covering & replacement of broken glass panes. of same quality if any etc. complete & as directed.
- f. All materials, labour, plant and equipment.

- g. Keeping dust off interior areas receiving painting / polishing until the paint / polish is dry and washing floors, cleaning glass, joinery, electric fittings, ducts, pipes etc. of drops and splashes and leaving premises clean and tidy.
- h. Replacement of broken glass panes. of same quality if any damaged during work etc. complete
- i. Chicken mesh at junctions with 12mm size having 24 gauge shall be used. Plumbing nails of size 25mm to 30mm long shall be used for fixing chicken mesh in brick/concrete surface.
- j. Protection of material during storage on site and after installation upto handing over of complete works.
- k. Everything necessary – whether specified or otherwise to manufacture and install the items to best standards and trade practices

7.0 Internal painting

- a. The Surface shall first be cleaned thoroughly of all dust, dirt, grease, algae etc. by water and wire brushing after scrapping of old paint completely. and Providing and sealing hairline cracks in plaster by slurry formed out of approved Polymer: Ordinary Portland cement: White cement in the proportion of 1: 0.75: 0.75 by volume or plaster wherever required, including cleaning and wetting the surface, scaffolding, curing etc. complete.
- b. Painting shall commence only after proper scrapping and cleaning including Scraping old paint, and Cleaning the surface thoroughly first by dry brushing followed by wet cleaning to remove removing efflorescence, fungus & algae, chalking, mildew, cleaning surface,
- c. Preparing surface with palati, or Filling surface undulations by providing Terol thin plaster of Terraco make or approved equivalent
- d. Applying priming coat as per manufacturer specification, sand papering etc. complete,
- e. Puttying by Birla / JK putty, sand papering and dusting of surface in between coats.
- f. Final preparation of surface with palati, to receive finishing coats, such as brushing to remove all extraneous materials and fungus growth, if any, preparing, scraping, washing and rubbing etc.
- g. Providing & applying Oil bound distemper "Tractor" of Asian Paints or approved equivalent in 2 coats of approved shade & colour over 1 coat of primer.
- h. The rate shall be inclusive of fixing / removing the covering & taking away material used for covering & replacement of broken glass panes. Of same quality if any etc. complete & as directed.
- i. Washing floors, cleaning glass, joinery, electric fittings, ducts, pipes etc. of drops and splashes and leaving premises clean and tidy.
- j. Approval of samples and mock-ups
- k. Finishing to approve matt texture and/or stipple finish etc. complete as directed.
- l. Painting work shall proceed from top to bottom. All moldings, grooves, etc. Shall be worked true to the template and drawn, neat, clean and in level.

8. False ceiling

- a. Repairing damaged false ceiling with gypsum board including cutting and removing the damaged sheet, providing and fixing new sheet, replacing damaged channels/battens, section joiners/connecting clips, suspension rods/angles, suspension clips/fixtures, soffit cleats, expansion fasteners, galvanized screws, bolts, nuts and washers etc. complete.
- b. The plasterboards shall be made from aerated gypsum core incorporating glass fibre and vermiculite, encased in and bonded to durable paper liners.
- c. The rates shall be inclusive of completion of all required works, inclusive of all labour, material, fitting, fixtures etc. complete.
- d. Where required, arrangements shall be made to allow for access to valves, cleanouts, electric junction boxes, etc. in such a manner that a removable / openable access panel of required size is introduced in the false ceiling. Such access panels shall be graphically marked as required for easy identification.
- e. Providing, erecting, maintaining and removing temporary protective screens of Jute Cloth /Geotextile and with all necessary fixing arrangement to ensure that it remains in position for the work duration as required by the ICAI. Chipping of existing plaster as per technical specification manually/ mechanically from masonry or concrete surface using chisel / breaker and disposal of debris outside the premise.
- f. All joints in plasterboard shall be staggered.

9. Brick Work

- a. Bricks shall be from the locally available kiln, and of standard size, sound, hard, and of uniform colour and Size with sharp edges, bricks shall give metallic ringing sound when struck.
- b. No brick which is either over burnt or under burnt shall be used. Bricks shall have a 10mm deep frog on their flat face.
- c. carrying out any incidental work scaffolding, disposing of debris, Including providing bands, drip moulds, grooves, roughening by key marks, cleaning etc. complete
- d. Providing and erecting working platform at any height required using materials like wooden planks etc. secured in position.
- e. All the joints neatly raked out when the mortar is still not set to a depth of 10 mm to form a key. either for pointing or finishing the joints flush as the work proceeds as required
- f. All horizontal joints shall be truly level. Vertical joints, quoins and jambs shall be plumbed as the work proceeds. Wherever specified, wall to wall metal ties, horizontal reinforcing galvanized XPM strips and ties to bond blockwork to concrete shall be provided.
- g. .Cement Mortar shall be used within thirty minutes of discharge from mixer. In no case must mortar be used after initial set has taken place. Remixing of mortar shall not be permitted. Slurry shall be made to creamy consistency. For 09" thick B/w will be in C; M in 1:6 and fro 4" 09" thick B/w will be in C; M in 1:4.
- h. The work shall be co -ordinated with location and size of openings to be left in the masonry for heating, ventilating, plumbing and electrical pipes, ducts , Opening for metal outlet boxes, panels and chases for pipes, conduits etc. shall be cut with a saw in order to provide square and clean edges etc.

- i. All brick work shall be set out and built to lines, batters, curves to any shape or positions to dimensions, thickness and heights and a good bond shall be preserved throughout the work both laterally and transversely. every third course shall be flushed with mortar grout
- j. All brickwork shall be watered continuously for at least 10 days.
- k. Providing, erecting, maintaining and removing temporary protective screens of Jute Cloth /Geotextile and with all necessary fixing arrangement to ensure that it remains in position for the work duration as required by the ICAI. Chipping of existing plaster as per technical specification manually/ mechanically from masonry or concrete surface using chisel / breaker and disposal of debris outside the premise.
- l. Building in holdfasts and/or inserts, for services
- m. Wetting of blocks prior to use.
- n. Bailing, pumping out or otherwise removing all water which may accumulate from all causes.
- o. Washing & screening of sand if necessary to meet specifications.

10. Fabrication:

- a. The Contractor shall provide all material and equipment, transport facilities, tools, tackles, consumables, labour, supervision for erection, including carrying out the following: Receiving, unloading, checking and moving into the storage facility at site, as outlined under General Conditions of contract inclusive of attending to all Insurance matters in respect of materials arriving at site.
- b. Transporting from site, storage, handling, rigging, assembling, riveting, bolting, welding, and installation of all fabricated materials in proper location according to as per actual requirements or as directed by the ICAI Officials.
- c. Supply of all required consumables, construction and erection materials, including but not limited to gauges, welding & brazing, rods, electrodes and wires, oxygen, acetylene, fuel, bolts, nuts, rivets, shims and temporary supports etc., as required for the incidental works and for the completion of erection and Painting of the same
- d. The whole of the finished iron and steel work shall be cleaned of all scale, rust or dust and shall be thoroughly coated with one coat of freshly mixed red-lead paint or equivalent before erection, well worked into joints and open spaces.
- e. Steelwork which will be entirely embedded in concrete shall not to be painted but coated with two coats of Portland cement wash of the consistency of cream, the second coat being applied immediately prior to encasing.
- f. Where two surfaces will be in permanent contact after assembly each of them shall receive, immediately before being assembled after being thoroughly scraped, one coat of red-lead paint or equivalent and surface shall be brought together while the paint is still wet.
- g. The surfaces of the inserts in contact with concrete shall not be painted. The exposed surface of inserts shall be painted with one coat of freshly mixed red -lead paint or equivalent after casting and hardening of concrete.
- h. The final paint on inserts shall be applied after the welding of the external structure and shall match with the paint applied to the external structure.
- i. All minor modification such as:

- a) Removal of bends, kinks, twists etc. of parts damaged during transport and handling.
- ii) Cutting, chipping, filling, grinding etc., for preparation and finishing of site connections.

The following shall be considered as a legitimate part of erection work:

- i) Re-fabrication work in respect of parts damaged beyond repair during transport and handling or in respect of those that are incorrectly fabricated.
 - ii) Fabrication of parts omitted during fabrication due to an error, or subsequently found to be essential.
- j. Any material or workmanship at any stage of construction, which in the opinion of the ICAI Officials does not comply with the specified requirements, shall be rejected and not incorporated in the works.
 - k. The Contractor shall be responsible for any delay caused in the program by rejection of any such Works.
 - l. carrying out any incidental work cutting a groove first to demarcate exact area, scaffolding, disposing of debris, Including providing bands, drip moulds, grooves, roughening by key marks, cleaning, etc. complete.
 - m. Providing, erecting, maintaining and removing temporary protective screens of Jute Cloth /Geotextile and with all necessary fixing arrangement to ensure that it remains in position for the work duration as required by the ICAI. Chipping of existing plaster as per technical specification manually/ mechanically from masonry or concrete surface using chisel / breaker and disposal of debris
 - n. Two coat oil Painting with Red oxide/zinc primer one coat
 - o. Welding rod will be 3.16 mm size and of advani or equivalent approved make.
 - p. The Die Penetration test will be carried out for all the welding work.

Section - V

GENERAL CONDITIONS OF CONTRACT

1. LAWS GOVERNING THE CONTRACT:-

- 1.1 This contract shall be governed by the Indian Laws for the time being in force. The contract is confidential and must be strictly confined to the purposes of the contract. The original and duplicate copies of the contract shall be signed by the CLIENT/OWNER i.e. Institute of Chartered Accountant of India (ICAI) and the Contractor or their accredited representative. The original shall be kept in the safe custody of the CLIENT/OWNER and the duplicate copy shall be handed over to the Contractor .
- 1.2 The Contractor , on signing of the contract, shall be furnished with a copy thereof by the CLIENT/ OWNER, free of cost, with one certified true copy of the Contract and two copies of all drawings issued during the progress of the work. Any further copies of such drawings required by the Contractor shall be paid for by him. The Contractor shall keep one certified copy of the contract and all drawings on the work site and the CLIENT/ OWNER/Contractor or his representative shall at all reasonable time have access to the same.

2. DISCREPANCIES AND ADJUSTMENT OF ERRORS:-

- 2.1 The several documents forming the contract are to be taken as mutually explanatory of one another. In case of discrepancy CLIENT/OWNER shall be sole deciding authority with regard to intention and interpretation of the document and his decision in this respect shall be final and binding.
- 2.2 Any error in description, quantity or rate in Bill of Quantities or any omission there from shall not vitiate the contract or release the CONTRACTOR from the execution of the whole or any part of the works comprised therein according to the drawings and specifications or from any of his obligations under the contract. Any error in quantity rate or amount in Bill of Quantity shall be adjusted in accordance with the following rules:-
- (i) In the event of a discrepancy between description in words and figures quoted by a Tenderer the description in words shall prevail.
 - (ii) In the event of an error occurring in the amount column of Bill of Quantity as a result of wrong extension of unit rate and quantity, the unit rate quoted by Tenderers shall be regarded as firm and the extension shall be amended on the basis of the rate.
 - (iii) All errors in totaling in the amount column and in carrying forward totals shall be corrected.
 - (iv) All rates shall be quoted on the tender form provided in the Bill of Quantities. In case CONTRACTOR misses to quote rate for any item, the rate for that particular item shall be treated as `Zero' and CONTRACTOR would be bound to execute that item without any payment limited to quantity mentioned in the BOQ at the time of tendering.

3. SCOPE OF WORK

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

4. PERFORMANCE SECURITY DEPOSIT

- 4.1 Within 10 days of the receipt of the communication of the award of the contract from ICAI, the successful Bidder shall have to furnish Performance Security (5 % of the contract amount, to be submitted before signing agreement) in favor of Secretary, ICAI, 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. On furnishing performance guarantee, EMD shall be refunded /returned to the successful Bidder. EMD of unsuccessful bidders shall be refunded after award of the work.

- 4.2 No interest shall be paid on the Performance Security /EMD.
- 4.3 The Performance Security, 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.

5. RETENTION MONEY:

Ten percent (10 %) will be deducted from each RA bill towards Retention Money. Alternately, Bidder can submit Bank Guarantee for equivalent amount before payment of RA bill. 50% of the Retention Money shall be released along with final bill and balance 50% after completion of Defect Liability Period of Contract. No interest will be paid on this amount

6. RATES

- 6.1 The rates quoted shall be inclusive of all taxes, handling costs, transportation, local or outstation, wastage etc. **except GST** as applicable.
- 6.2 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.

7. DATE OF COMMENCEMENT AND COMPLETION

The time allowed for completing the works is 60 days inclusive of holidays and rainy periods from the 10th Day of acceptance of Letter of Intent/ Work Order or handing over of site, whichever is later This period of 60 days inclusive of holidays and rainy periods from the 10th Day of of acceptance of Letter of Intent/ Work Order or handing over of site, whichever is later excludes the mobilization period of 15 days. The Contractor shall be allowed admittance to the site on 'Date of Commencement' which will be **10** days from the acceptance of Letter of Intent/ Work Order by CLIENT/OWNER 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.

8. MATERIALS SUPPLIED BY CLIENT/OWNER

No materials shall be supplied by the ICAI.

9. MATERIALS TO BE ARRANGED BY THE CONTRACTOR

- a. The Contractor shall at his own cost and expense provide all materials required for the works.
- b. 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.
- c. 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.
- d. No materials shall be brought by the contractor to site unless samples are approved.

10. 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.

11. 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 10 hereof and the same shall be added to or deducted from the Contract amount.

12. RATES FOR ALTERED/ SUBSTITUTED/ ADDITIONAL WORKS

- 12.1. 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.
- 12.2 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.
- 12.3 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 .

13. DEFECTIVE WORK

- 13.1 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.
- 13.2 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.
- 13.3 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.

14. DELAY AND EXTENSION

- 14.1 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, 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.

15. CERTIFICATE OF COMPLETION

- 15.1 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.
- 15.2 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 15 shall commence from the date certified by the ICAI as date of completion.

16. AS BUILT DRAWINGS

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

17. DEFECTS LIABILITY PERIOD

Defects Liability Period shall be **twelve (12) calendar months** after actual completion of the works as certified under clause 13. Any defects in material or workmanship observed in the entire work during execution of 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 work. 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 deducting from - 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.

18. LIQUIDATED DAMAGES

If the CONTRACTOR fails to complete the works by the due date or within extended time, the Contractor shall be liable to pay compensation to the ICAI at the rate of 0.5 % of the contract value for every week of delay subject to a maximum of 10% of the contract value. Delay beyond 5 weeks shall render the Retention Money to be forfeited, 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.

19. 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.

20. FINAL BILL

1. The final bill shall be submitted by the contractor in duplicate within 45 days inclusive of holidays and rainy periods from the 10th Day of Letter of Intent/ Work Order or handing over of site, whichever is later of virtual completion of the works to the satisfaction of the ICAI.
2. It shall be accompanied by all abstracts, vouchers etc. supporting it and shall be prepared in the manner prescribed by the ICAI.
3. No charges shall be allowed to the contractor on account of the preparation of the final bill.
4. 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.
5. 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 .
6. 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 .
7. 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 .
8. All payments due under this contract shall be made by means of a crossed cheque 'A/C payee' /RTGS/NEFT.

21. RECOVERY FROM CONTRACTOR

1. 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.
2. 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.

22. 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

23. FORECLOSING OF WORK

1. 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.
2. 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.

24. SETTLEMENT OF DISPUTES

24.1 ARBITRATION

In the event of any dispute or differences regarding or in connection with the terms and conditions of this tender or contract arising there under, in the first instance, 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. The seat of Arbitration will be 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.

24.2 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.

25. LABOUR LAWS

1. No labour below the age of eighteen (18) years shall be employed on the Project.
2. 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.
 - The Factories Act, 1948
 - The Code on Wages, 2019
 - The Client/ Owners' Liability Act, 1938
 - The Apprentices Act, 1961
 - The Employees' Compensation Act, 1923
 - The Industrial Disputes Act, 1947

- The Maternity Benefits Act, 1961
- The Contract Labour (Regulation and Abolition) Act, 1970
- The Employment of Children Act, 1933
- The Provident Funds and Miscellaneous Provisions Act, 1952
- The Employee's Pension Scheme, 1995
- The Employees State Insurance Act, 1948
- The BOCW Act, 1996

The Contractor, at his own expenses, shall comply with all the applicable labour laws and keep the ICAI indemnified thereof.

3. 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.
4. The Contractor shall indemnify the ICAI against any payments to be made under and for the observance of the provisions of the aforesaid Acts.
 - (i) 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.
 - (ii) 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.
 - (iii) 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.

26. SAFETY PROCEDURES

Safe methods of working shall be a main consideration in all operations. Contractor s 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:

- (i) Providing safe plant, equipment and working conditions.
- (ii) Ensuring the establishment of safe working procedures.
- (iii) Providing suitable protective equipments and clothing e.g. gloves, ear muffs and goggles.
- (iv) Providing adequate job training.

- (v) Providing fire extinguishers and first aid box.
- (vi) Reporting all accidents and dangerous occurrences, with copies to ICAI
- (vii) Ensuring that hazardous materials, if necessary on site, will be stored and used in a safe manner.

27. 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 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 executed work for a period of one year 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 one year 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.

28. COMPLIANCE TO GOVERNMENT REGULATIONS AND BUILDING BYE LAWS

- 28.1 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.
- 28.2 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.
- 28.3 The Contractor shall give due notices to Municipal, Police and / or other authorities that may be required under the law /rules under force in the area and obtain all requisite licenses for temporary obstructions/enclosures and pay all charges which may be leviable on account of his execution of work under the agreement. Nothing extra shall be payable on this account.
- 28.4 The Contractor shall comply with bye laws of Fire Fighting Department, wherever required. No extra claim shall be admissible on this account.

29. 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.

30. 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 .

31. 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.

32. 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 .

33. 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.

34. ESCALATION

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

Section VI -APPENDIX TO GENERAL CONDITIONS OF CONTRACT

Sl No.	Clause No.	Brief Description of Clause
1.	Name of Work	proposed renovation work at ICAI Tower, BKC, Mumbai
2.	Validity of the BID	90 days
3.	Commencement of work	Within 10 days from the date of Letter of Intent/ Work Order or handing over of site, whichever is later.
4.	Time of Completion inclusive of holidays & rainy period.	45 days inclusive of holidays and rainy periods from the 10th Day of Letter of Intent/ Work Order or handing over of site, whichever is later
5.	Signing of Contract Agreement	Within 15 days of issue of Letter of Intent/ Work Order
6.	Performance Security Deposit	5 % of the contract amount, and No interest shall be paid on the Performance Security Deposit
7.	Release of Performance Security	Full performance security shall be refunded after completion of Defect Liability Period.
8.	Retention Money	Ten percent (10%) of Contract Value will be deducted towards Retention Money and it will be deducted from each RA Bill @ 5% of the gross Bill amount. Alternately, Contractor can submit BG for equivalent amount before payment of 1st RA bill. BG will be valid till completion of contract period plus 90 days.
9.	Running Account Bills	Max. two bills per month will be entertained. No bill value should be less than Rs. 5 lacs.
10.	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.
11.	Final Bill	Contractor to submit the final bill within 30 days of issue of virtual completion certificate. ICAI will release payment within 60 days.
12.	Taxes and Duties	All Government taxes and duties, Labor cess etc. to be included in the bid price. Except GST
13.	Freight, Insurance, Packing, Forwarding, Loading & Unloading	To be included in the bid price.
14.	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.
15.	Escalation	No Escalation shall be payable , whatsoever may be the reason.
16.	Electricity & Water	Electricity, drinking water and water for construction to be supplied by ICAI
17.	Period of Maintenance/ Defect Liability Period	The defect liability period shall be minimum of one year from the date of satisfactory completion and handing over the job by the Successful Bidder/ Contractor / Service Provider
18.	Liquidation Damages	0.5 % of Contract Value per week of delay, subject to a maximum of 10% of Contract Value.

(Signature of the Authorized person) Designation:

Date: Name of the firm:

(Official Seal)

Address:

Declaration of Integrity and No Conflict of Interest (On company letter head)

I/ We hereby declare that I/ We shall –

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

Conflict of Interest:-

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

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

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

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

For an on behalf of

Signature (with seal)
(Authorised Representative/Signatory)
Name of the Person
Designation

Date:
Place:

Declaration by the Bidder regarding Qualifications (On company letter head)

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

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

Date:

Place:

Address

(Signature of bidder)

Name

Designation

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 interior Contractor	State the Registration No. & attach a copy of the certificate
5.	Details of experience as Consultant/Successful Bidder/ Contractor / Service Provider	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:

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

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 ALL WORKS COMPLETED IN THE LAST THREE YEARS

Sr. No.	Name and address 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,	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 – VI**DETAILS OF THE CLIENTS FOR WHOM ALL 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	(mobile) nos.	Fax nos.	Telephone (landline) Nos.

Signature, date and stamp of the Applicant /
Authorized representative

Covering Letter

(On the original letter head of the Applicant)

Date:

To,

**WRO Head
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 Contractor / Service Provider for proposed renovation work on 7th floor 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 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.

DECLARATION LETTER FROM THE CONTRACTOR (On company letter head)

Reference No.....

Date:

From:

.....

SUB:Tender for engaging Contractor /Service Provider for proposed renovation work on 7th Floor at ICAI TOWER Plot No:C-40, G Block, Bandra Kurla Complex, Bandra(East), Mumbai- 400 051

Dear Sir,

Having examined the Tender Documents for **engaging Contractor/Service Provider for proposed renovation work on 7th Floor at ICAI TOWER Plot No:C-40, G Block, Bandra Kurla Complex, Bandra (East), Mumbai- 400 051** consisting of Notice Inviting Tenders Instructions to Tenderer(s), General Conditions of Contract, Scope of Work, Technical Specifications etc., (hereinafter called the '**Tender Documents**') and having understood the provisions of the said tender documents, I/We hereby submit my/our offer to you in accordance with the terms and conditions and within the time mentioned in the Tender Documents at the price quoted by me/us in the Financial Bid Form being submitted separately duly signed in a sealed cover as required along with Technical and Commercial bid. I/We have enclosed with this tender duly signed the following documents namely:

1. Instructions to Tenderer(s)
2. Earnest Money Deposit
3. Scope of Work
4. General Conditions of Contract
5. Information about the Tender
6. Price offered Part i.e. Financial Bid (In Separate Envelope)
7. Other documents as required

I/We hereby undertake that the statements made herein and the information given by me/us are true in all respect and that in the event of any such statement or information being found to be incorrect in respect of any of particulars, the same may be construed to be a misrepresentation entitling the ICAI to avoid any resultant contract/ terminate the contract and I/we will compensate the ICAI for any loss/damage caused due to such misrepresentation and the ICAI may also, at its discretion may blacklist my/ our organization.

I am giving the represents and warrants to ICAI that:

1. It is duly organized and validly existing under the laws of India, and has full power and authority to execute and perform its obligations under this Agreement and to carry out the transactions contemplated hereby;
2. It has taken all necessary corporate and other actions under laws applicable to its business to authorize the execution and delivery of this Tender and to validly exercise its rights and perform its obligations under this Tender;
3. From the Effective Date, it will have the financial standing and capacity to undertake the Project in accordance with the terms of this Tender / Agreement;

4. In providing the Services, it shall use reasonable endeavors not to cause any unnecessary disruption to ICAI's normal business operations
5. This Tender/ RFP has been duly executed, filled and submitted by it and constitutes a legal, valid and binding obligation, enforceable against it in accordance with the terms hereof, and its obligations under this Tender/ RFP shall be legally valid, binding and enforceable against it in accordance with the terms hereof;
6. The information furnished in the Tender/ RFP documents and as updated is to the best of its knowledge and belief true and accurate in all material respects as at the date of this Tender;
7. The execution, delivery and performance of Agreement shall not conflict with, result in the breach of, constitute a default by any of the terms of its Memorandum and Articles of Association or any Applicable Laws or any covenant, contract, agreement, arrangement, understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected;
8. There are no material actions, suits, proceedings, or investigations pending or, to its knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the breach of this Tender/ RFP or ensuing Agreement or which individually or in the aggregate may result in any material impairment of its ability to perform any of its material obligations under this Tender/ RFP or ensuing Agreement;
9. It has no knowledge of any violation or default with respect to any order, writ, injunction or decree of any court or any legally binding order of any Government Instrumentality which may result in any Adverse Effect on its ability to perform its obligations under this Tender/ RFP or ensuing Agreement and no fact or circumstance exists which may give rise to such proceedings that would adversely affect the performance of its obligations under this Tender/ RFP or ensuing Agreement;
10. It has complied with Applicable Laws in all material respects and has not been subject to any fines, penalties, injunctive relief or any other CIVIL or criminal liabilities which in the aggregate have or may have an Adverse Effect on its ability to perform its obligations under this Tender/ RFP or ensuing Agreement;
11. It and its personnel, have the necessary experience, skill, knowledge and competence to perform the Services;
12. No representation or warranty by it contained herein or in any other document furnished by it to ICAI or its Employee or its nominated agencies in relation to the Required Consents contains or shall contain any untrue or misleading statement of material fact or omits or shall omit to state a material fact necessary to make such representation or warranty not misleading;
13. Only quality manpower will be provided by us at ICAI premises/ location who are fit and trained in every aspect of their relevant job
14. In the event of violation of above clauses and any complaint found against the agency regarding unfair means/ unauthorised means heavy penalty can be imposed including termination of the services and blacklisting of the company.
15. Should be able to provide Extra manpower on short notice for catering the requirement.
16. The agency will not remove any Staff without prior intimation / permission of the ICAI and with a valid reason to be given in writing

Further, I/We confirm having deposited two demand drafts: -

- (i) Earnest Money of Rs. 1,00,000/- (Rupees One Lac only) by Demand Draft no dated drawn on Bank Branch attached hereto.
- (ii) Cost of Tender Form (Non-Refundable) i.e. Rs. 1,180/- (Rupees One Thousand One Hundred Eighty Only) by Demand Draft no dated drawn on Bank Branch.

I/We further note that, ICAI can amend/alter/ modify the conditions in its discretion.

- (iii) I/We also agree that, ICAI reserves the right to cancel the entire process of tender without assigning any reason.

Yours faithfully,

Signature(s) of the Tenderer(s)

Name and Designation of authorised Person signing the Tender on behalf of the Tenderer(s)

Full Name and Address of the Tenderer(s)

ARTICLES OF AGREEMENT

THIS AGREEMENT is made on this the ___ day of _____2022 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 'Client/ Owner' 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 Client/Owner and the contractor are hereinafter collectively referred to as "Parties" and individually as "Party" wherever necessary.

WHEREAS

- A. The Client/Owner is desirous to appoint the Contractor / Service Provider for execution of renovation work **on 7th Floor** at ICAI Tower, **BKC, Mumbai** (hereinafter referred to as 'Contract Work') 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 Client/Owner shall form part of the contract though separately set out and are included in the expression 'Contract' wherever herein used.

AND WHEREAS:

The Client/Owner 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 Client/Owner (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. CONDITIONS PRECEDENT

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

- (i) The Supplier shall be required to provide a Performance Security/ Performance Guarantee to the ICAI within 7 days of issuance of LoI to it.
- (ii) The parties may by mutual agreement extend the time for fulfilling the Conditions Precedent and terms of this Agreement.
- (iii) In the event that the Agreement fails to come into effect on account of non-fulfillment of the Supplier's Conditions Precedent, ICAI shall not be liable in any manner whatsoever to the Supplier and ICAI shall forthwith forfeit the EMD amount and/ or Security Deposit and/ or Performance Guarantee as the case may be including any other amount due and payable by ICAI to the Supplier.

2. REPRESENTATIONS AND WARRANTIES

The Service Provider represents and warrants to ICAI that:

- a) It is duly organized and validly existing under the laws of India, and has full power and authority to execute and perform its obligations under this Agreement and to carry out the transactions contemplated hereby;
- b) It has taken all necessary corporate and other actions under laws applicable to its business to authorize the execution and delivery of this Agreement and to validly exercise its rights and perform its obligations under this Agreement;
- c) From the Effective Date, it will have the financial standing and capacity to undertake the Project in accordance with the terms of this Agreement;
- d) In providing the Services, it shall use reasonable endeavors not to cause any unnecessary disruption to ICAI's normal business operations
- e) This Agreement has been duly executed by it and constitutes a legal, valid and binding obligation, enforceable against it in accordance with the terms hereof, and its obligations under this Agreement shall be legally valid, binding and enforceable against it in accordance with the terms hereof;
- f) The information furnished in the tender documents and as updated on or before the date of this Agreement is to the best of its knowledge and belief true and accurate in all material respects as at the date of this Agreement;
- g) The execution, delivery and performance of this Agreement shall not conflict with, result in the breach of, constitute a default by any of the terms of its Memorandum and Articles of

Association or any Applicable Laws or any covenant, contract, agreement, arrangement, understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected;

- h) There are no material actions, suits, proceedings, or investigations pending or, to its knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the breach of this Agreement or which individually or in the aggregate may result in any material impairment of its ability to perform any of its material obligations under this Agreement;
 - i) It has no knowledge of any violation or default with respect to any order, writ, injunction or decree of any court or any legally binding order of any Government Instrumentality which may result in any Adverse Effect on its ability to perform its obligations under this Agreement and no fact or circumstance exists which may give rise to such proceedings that would adversely affect the performance of its obligations under this Agreement;
 - j) It has complied with Applicable Laws in all material respects and has not been subject to any fines, penalties, injunctive relief or any other CIVIL or criminal liabilities which in the aggregate have or may have an Adverse Effect on its ability to perform its obligations under this Agreement;
 - k) It and its personnel, have the necessary experience, skill, knowledge and competence to perform the Services;
 - l) No representation or warranty by it contained herein or in any other document furnished by it to ICAI or its Employee or its nominated agencies in relation to the Required Consents contains or shall contain any untrue or misleading statement of material fact or omits or shall omit to state a material fact necessary to make such representation or warranty not misleading
 - m) No sums, in cash or kind, have been paid or shall be paid, by it or on its behalf, to any person by way of fees, commission or otherwise for entering into this Agreement or for influencing or attempting to influence any officer or employee of ICAI in connection therewith
3. That in consideration of the payment of Rs. _____/- (Rupees _____ only), hereinafter referred to as the 'Contract Price', to be made by the Client/Owner to the contractor for the work to be executed by him, the contractor hereby covenants with the Client/Owner 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.
- 4. That the contract work shall be completed within 2 (Two) months from 10 days from the date of handing over the site or issuing the work order to the Contractor , whichever is later.
 - 5. The contractor has furnished a Bank Guarantee no. _____ dated _____ for an amount of Rs. _____/- issued by _____ having validity till _____ as performance security for due fulfilment of its obligations under the contract.

6. 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/RA bill. towards Retention Money. Alternately, Bidder can submit Bank Guarantee for equivalent amount before payment of first RA bill. It is further agreed between the parties that 50% of same shall be released along with Final Bill and balance 50% after completion of Defect Liability Period. No interest will be paid on retention money.

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 45 days inclusive of holidays and rainy periods from the 10th Day of Letter of Intent/ Work Order or handing over of site, whichever is later from the date of latest rectification of work, whichever is later. The contractor further agrees to suitably extend the Security Deposit in the event of extension of time of the contract.

The contractor further agrees that in the event of increase in the costs, in actual execution, proportionate additional security deposit shall be provided by the contractor or recovered from the subsequent payment due to the Contractor . The validity of Security Deposit shall be suitably extended in the event of extension of time of the contract.

7. That in consideration of the due provisions, execution and completion of the contract work, the Client/Owner does hereby agree with the contractor that the Client/Owner shall pay to Contractor , the respective amounts for the work actually done by him and approved by the Client/Owner 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 honoring RA bill by Client/Owner is within 21 working Days from date of receipt of bill with full documentation.
8. That it is specifically and distinctly understood and agreed between the Client/Owner and the contractor that the Contractor shall have no right, title or interest in the site made available by the Client/Owner 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 Client/Owner shall have an absolute and unfettered right to take full possession of site and to remove the Contractor , their servants, agents and materials belonging to the contractor and lying on the site.
9. That it is further specifically and distinctly understood and agreed between the Client/Owner and the contractor that in any event, the Client/Owner shall owe no responsibility or liability of any kind towards any person or persons engaged by the contractor for carrying the contract work(s) and the contractor alone shall be responsible and liable to any such person or persons so engaged.
10. Performance Security
(Incorporate in terms of the Tender)

Performance Security and retention Money is liable to be forfeited in case the Agency fails to honour the contract or refuse to comply with any or all the terms and conditions of the contract.

The Performance Security, Retention Money and any amount due and payable shall be liable to be forfeited by the Institute at its discretion in the event the contractor is deemed to be in default or in the event of breach of any covenant or terms and conditions of the contract on the part of the Contractor . In addition to other provisions and conditions mentioned herein,

and in the Tender document, Security Deposit, Guarantee and Retention Money, shall liable to be forfeited in the following conditions also:

- a) the contractor modifies or changes the rates of contract unilaterally during the Contract Period
- b) the contractor withdraws its/ his offer during the period of Agreement.
- c) the contractor refuses/ fails to execute the Work awarded to him/ it.
- d) the contractor fails to perform the work to the satisfaction of the ICAI.
- e) the contractor is found to be indulged in Canvassing in any form or indulge in fraud or corruption/ corrupt practices in any form in connection with tender. the contractor is found to be suppressing the information or furnishing wrong information or indulging in misrepresentation or mis-statements.
- f) the contractor fails to honour or refuses to comply with or modifies any or all terms and conditions of the Tender and/ or Agreement.
- g) Contractor fails to make good the deficit of Security Deposit within 10 days of the notice of demand.
- h) Contractor fails to pay the Liquidated damages and/ or Penalty within stipulated time as provided herein.
- i) Contractor fails to submit Additional Performance Security.
- j) Contractor fails to keep all the information/ details /drawings /material specification confidential and fails to maintain secrecy.
- k) The successful Bidder/ Contractor , in violation of the provisions of the Tender and ensuing Agreement and/ or without prior written consent of the Client/ Owner, sub-contracts the work awarded to him.
- l) The contractor fails to handover the Insurance Policy including renewed Insurance Policy in original
- m) Unless extended by the ICAI in writing, on failure 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

11. **ADDITIONAL PERFORMANCE SECURITY DEPOSIT:**

Since the contractor has, in its bid dated, quoted ALR (Abnormally Low Rates i.e. the rates less than 60% of estimated rates) for prices of undermentioned individual items and/or total bid price offered in relation to the ICAI's item rates estimate or total price estimate of the real cost of the work to be performed under the Contract, the contractor has furnished Additional Performance Security Deposit of Rs. which is calculated at per the given formula.

i.e. Additional Performance Security Amount = Quantity X (60% of estimated rate -ALR rate).

12. **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 Client/Owner 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.

13. **ASSIGNMENT:**

The Contractor shall not without the prior written consent of the Client/Owner assign the contract works or any part thereof. PROVIDED ALWAYS that any consent given by the Client/Owner 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.

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 Client/Owner 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 Client/Owner or otherwise, the Client/Owner 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 Client/Owner 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 Client/Owner 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.

14. 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.

15. 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.

16. 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 .

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 0.5 % of the contract value for every week of delay subject to a maximum of 10% of the contract value. Delay beyond 5 weeks shall render the Retention Money to be forfeited , 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. TERMINATION:

The CLIENT/OWNER 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 CLIENT/ OWNER; 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 CLIENT/ OWNER.
- (v) In the opinion of the CLIENT/OWNER 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 CLIENT/OWNER 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.

- (viii) Either party has liberty to terminate the Agreement by giving 30 days prior notice of termination to the other without assigning any reason.
- (ix) In case the work done by the contractor is found not to be satisfactory, ICAI reserves the right to terminate the agreement by giving 10 days prior notice to the Contractor . The Contractor shall maintain good quality to avoid such occurrence.

19. 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.

20. ARBITRATION:

In the event of any dispute or differences regarding interpretation of the terms and conditions of the tender or contract arising thereunder, 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. The seat of Arbitration will be 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.

21. **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.

22. **WAIVER**

Any term or condition of this Contract may be waived at any time by the party that is entitled to the benefit thereof. Such waiver must be in writing and must be executed by an authorized officer of such party. The waiver by either Party of performance of any term or condition or breach of any provision on one occasion shall not be taken or held to be a waiver thereof on any subsequent occasion or as nullifying the effectiveness of such provision.

Any delay or failure on the part of ICAI in exercising its rights under this Agreement shall not be considered as a waiver of such right, remedy or provision available under the same.

22. **AMENDMENT**

This Contract shall not be modified, altered, amended and/or varied except by an instrument in writing signed by both the Parties hereto.

23. SEVEREABILITY

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

24. FALL BACK ARRANGEMENTS

In case of breach of terms of the Agreement committed by the Contractor , the ICAI may terminate the contract by giving 30 days notice and may inter alia further award contract to any other Contractor at the risk and cost of the defaulting Contractor . In such case, any higher price is to be paid by ICAI to the newly appointed Contractor , the same shall be recoverable from the defaulting Contractor from the payments due and payable to the defaulting Contractor and/ or by invoking the Bank Guarantee.

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
NAME
ADDRESS

2. SIGNATURE
NAME
ADDRESS

SECTION - VII**LIST OF APPROVED MAKES****A. MATERIALS**

1.	CEMENT43 Grade	:	L&T, GUJART AMBUJA, BIRLA SUPER/Vikram or its equivalent , as per approved
2.	FIM AGGREGATES	:	Locally APPROVED SOURCE
3.	COARSE AGGREGATES	:	APPROVED QUARRIES
4.	WHITE CEMENT	:	J. K., BIRLA
5.	READY MIX CONCRETE	:	A.C.C., L&T, UNITECH, RMC, TARMAC
6.	REINFORCEMENT STEEL	:	TISCO, SAIL, RINL, THERMAX
7.	STRUCTURAL STEEL	:	TISCO, SAIL, RINI, JINDAL
8.	Pre painted profiled galvenised sheet/ galvaliuma	:	Inter arch ,SPSL,or its equivalent approved
9.	STAINLESS STEEL	:	TISCO, SAIL, RINI, JINDAL
10.	CONCRETE PAVERTILES	:	SUPER, NITCO
11.	TERRAZZO, PLAIN & CHEQUERED CEMENT TILES	:	NITCO, BHARAT
12.	ITALIAN MARBLE	:	NITCO, LITOLIER, HERITAGE MARBLE.
13.	WHITE / COLOURED GLAZED TILES :		H & R JOHNSON, KAJARIA, orient, Asian.
14.	CERAMIC TILES	:	KAJARIA, BELL CERAMIC, NITCO, H & R JOHNSON, orient.
15.	VITRIFIED CERAMIC TILES	:	NAVEEN (DIAMOND BRAND), H&R JOHNSON (MARBONITE), Asian
16.	GLASS MOSAIC TILES	:	BISSAZZA (VETRICOLOR)
17.	ACCOUSTIC VINYL FLOORING	:	GERFLOR
18.	SUPERPLASTICISERS	:	MCBAUCHRMIE, ROFFE, SIKA – FOSROC
19.	POLYMER MODIFIED CEM GROUT	:	BAL ENDURA
20.	ADHESIVE	:	CIBA SPECIALITY (ARALDITE)
21.	ADHESIVE FOR LAMINATES	:	FEVICOL – SWR BY PIDILITE
22.	SYNTHETIC RUBBER BASED ADHESIVE	:	VC 31 ACRYLIC GLUE BY PIDILITE.
23.	WATERPROOFING LIQUID	:	PIDIPROOF LW, STRUCO EXCEL
24.	HARDENERS	:	IRONITE, FERROK, HARDONATE
25.	CONCRETE BLOCKS	:	GURJARI, CONWOOD, HINDUSTAN
26.a	CALCINED PHOSPHO GYPSUM BLOCKS :		GULF OIL CORP

b.	QED BLOCKS	:	KUBER TRADING CO.
27	GLASS BRICKS / BLOCKS	:	PITTSBURG CORNING, FIDENZA , VETROARREDO
28	FLUSH DOORS	:	KUTTY, ANCHOR, KANARA
29	PLYWOOD PRODUCTS INCLUDING	:	KITPLY, INDIAN, PLYWOOD, ARCHID TEAK PARTICLE BOARDS
30	NATURAL WOOD VENEERS	:	ANCHOR, DURIAN, ARCHID
31	LAMINATES	:	FORMICA
32	ANTISTATIC LAMINATES	:	FORMICA, BAKELITE HYLAM
33	CALCIUM SILICATE BOARDS FOR MASTER BOARD SUPALUX.	:	PROMATECH – A OF PROMAT, FRD DOORS
34	PRESSED METAL DOORS	:	SHAKTI MET-DOR
35	ROLLING SHUTTERS & GRILLS SP FABRICATION	:	STANDARD, SWASTIK, SHUBDHWAR
36	ALUMINIUM DOORS, WINDOWS,	:	ECIE, ALUMILITE, ALUPEX, PARTITIONS ETC.
37	ALUMINIUM EXTRUSIONS	:	HINDALCO, INDALCO, BHORUKA, JINDAL
38	FIRE DOORS	:	KUTTY, KANARA WOOD & PLYWOOD INDUSTRIES
39	METAL FIRE DOORS	:	SHAKTI METDOR
40.			
a	FIRE BARRIERS	:	PROMAT
b.	INTRMESCENT STRIPS	:	PROMAT, INTUMEX, PEMCO
41	BALL BEARING / HINGES	:	STANLEY, J.J.
42	DOOR HARDWARE	:	EARL BIHARI
43	GALV / S. S. ANCHORS	:	HILTI, FISCHER
44	DOOR CLOSERS, FLOOR SPRINGS	:	YALE, EVERITE
45.	GALVANISATION	:	JENCO, STEELITE
46.	MONOLITHIC FLOAT GLASS	:	ST. GOBAIN
47.	2 HR. FIRE-RATED GLASS	:	PYROSHIELD OF PILKINGTON
48.	WATERPROOF CEMENT PAINT	:	SUPER SNOWCEM

- | | | | |
|-----|----------------------------------------------------|---|---------------------------------------------------------------|
| 49. | PAINTS | : | JENSON & NICHOLSON, BERGER, PAINTS, ICI. |
| 50. | EPOXY PAINTS | : | BERGER, ASIAN PAINTS. |
| 51. | MELAMINE POLISH | : | ASIAN PAINTS (MELAMINE GOLD), PIDILITE (WUDFIN), (TIMBERTONE) |
| 52. | GYPSUM BOARD & PLASTER | : | INDIA GYPSUM |
| 53. | CHLORPIRYPHOS | : | DE NOCIL, AIMCO |
| 54. | MATERIALS FOR CURTAIN WALL, ACP CLADDING & LOUVRES | : | AS PER SPECIFICATION K. 25 |
| 55. | ALUMINIUM DOORS & WINDOWS | : | ALUMILITE, ALUPLEX, PERMISA – ECIE, SP |
| | FAB | | |
| 56. | ACCESS FLOOR SYSTEM (HEWETSON) | : | HUILI, DONN OF USG, KINGSPAN |
| 57. | S. S. CLADDING | : | SREEVATSA (CHENNAI) |
| 58. | ROCK ANCHORS | : | FRESINET, VSL, BBR. |
| 59. | GRANITE CLADDING GRANIMARMO, SHAMS | : | LIKPROOF, GOLDFINGER, |
| 60. | SUSPENDED CEILING SYSTEMS | | |
| a. | ALUMINIUM | : | HUNTER DOUGLAS, INTERARCH |
| b. | GYPSUM BOARD | : | INDIA GYPSUM |
| c. | FIBRE BOARD | : | ARMSTRONG, USG |
| d. | CALCIUM SITICATE TILE | : | ARMSTRONG |
| 61. | ANTITERMITE TREATMENT | : | PEST CONTROL INDIA LTD., PEST |
| | CONTROL ASSOCIATES | : | |
| | CURTAIN WALL, ACP CLADDING & LOUVRES | : | ALUPLEX, SP FAB, ECIE-PERMISA |
| | APPROVED LIST OF SUPPLIERS | : | |

Glass Monolithic heat-strengthened glass.

Viracon (U.S.A.) Emirates Glass (UAE) Glaverbel (Europe) St. Gobain (France) Guardian (U.S.A.)



**THE INSTITUTE OF CHARTERED ACCOUNTANTS OF
INDIA (ICAI)**

**TENDER
FOR
APPOINTMENT OF CONTRACTOR / SERVICE PROVIDER FOR PROVIDING
COMPREHENSIVE INTERIOR DESIGNING AND EXECUTION OF WORK
(INCLUDING CIVIL AND ALLIED WORKS) FOR PROPOSED PART RENOVATION
AT 7TH FLOOR, ICAI TOWER, BKC, MUMBAI**

**FINANCIAL BID
(Part-II)**

Issued To:

M/s.

Address

Tel. No.

Name of the Person

Signing the tender

Mobile No.

E-mail ID

**LAST DATE FOR SUBMISSION : 12th July 2022
OF SEALED TENDERS : Up to 2.00 PM**

TOTAL NUMBER OF PAGES : 74 to 80

PART II

BILL OF QUANTITIES

NO	SPECIFICATION	QTY.	UNIT	RATE	AMOUNT
I	DEMOLITION				
A.	CIVIL WORK				
1	Dismantling the flooring for laying of electrical raceways.	3.50	sqm		
2	Demolishing blockwork including plasterwork.	4.00	sqm		
B.	DOORS & WINDOWS				
3	Dismantling doors.	2.00	no		
C.	FALSE-CEILING				
4	Dismantling existing gypsum/acoustic ceiling panels and framing.	220.00	sqm		
D.	PARTITION WALLS AND PANELLING				
5	Dismantling drywall partitions.	35.00	sqm		
6	Dismantling Bakelite partitions and doors.	12.00	sqm		
7	Dismantling panelling.	7.00	sqm		
E.	CARPENTRY				
8	Dismantling workstations.	1.80	sqm		
	TOTAL DEMOLITION WORK (A+B+C+D+E)				
II	CONSTRUCTION				
A.	CIVIL WORK				
9	PCC Repair work to be done around the raceways laid in proper line and level with the existing flooring. P.C.C. to be prepared in ratio of 1:2:4 with one portion of cement to 2 portions of fine aggregate and four portions of river sand.	3.50	sqm		
B.	SPC FLOORING WORK				
10	Providing & fixing Stone plastic Composite (SPC) flooring of " LEBEN " make as per approved design and colour with hardscrapped surface of 6 mm thickness, plank size 1220mm x 153mm complete with all necessary accessories like end profile, 3" Skirting, reducer, stair nosing etc. as per specifications.	220.00	sqm		
	Mode of measurement - Area covered to be measured.				
C.	DOORS & WINDOWS WORK				
11	Providing and fixing 12mm thick toughened glass swing door of Saint Gobain make of size 900mm X 2100mm with Ozone make floor spring, Lock, Handle and patch fitting etc. complete as per the instructions. PVC film of size 1000mm X 900mm to be applied on either side of the door, 500mm on either side of the horizontal centreline of the door.	6.00	no		
	Mode of Measurement - Width and height to be measured				

NO	SPECIFICATION	QTY.	UNIT	RATE	AMOUNT
12	Providing solid 40mm thk Single Leaf Single Swing flush door made from 25mm thk blockboard core bound by 6mm thk marine plywood on either side with BTC (teakwood) lipping finished with 1mm thk laminate on either side of approved make, colour, and finish along with BTC (teakwood) door frame, brass hinges, brass latch and concealed lock.	1.00	no		
	Mode of Measurement - Width and height to be measured				
D.	FALSE-CEILING WORK				
13	Providing and fixing approved Mineral board ceiling of Armstrong make. High Density bio-soluble Mineral Ceiling Systems ,true horizontal level size of 600 x 600 x15mm Tegular Edge of 120 minutes Fire protection as per DIN 4102, Part 2,Smoke development 0, Flame spread 5, NRC - 0.5, Sound Attenuation - 38 dB, Light Reflectance - 90% (RAL 9010) & Relative Humidity - 95% Reaction to fire - A2-s1,d0 as per EN13501.	220.00	sqm		
	Mode of Measurement - Finished area to be measured. Air conditioning vents and lights to be considered accordingly.				
E.	PARTITION WALLS AND PANELLING WORK				
14	Providing and constructing 100mm thk Drywall partitions. Providing 70mm Gypsteel ULTRA Acou-stud (G.I.) at 610mm C/C with 13mm thk Gyproc Duraline Boards on both sides. Finishing and jointing of boards should include filling the joints between boards with appropriate jointing material and tape and covering of screw heads. The entire surface of the walls should be covered with a layer of skimming plaster preferably. Provision to be made for fixing of switchboxes and other related electrical fittings. Relevant Floor and Ceiling channels to be used as per manufacturer specification.	119.00	sqm		
	Mode of Measurement - Length and height till false-ceiling bottom level to be measured.				
15	Providing and fixing 12mm thk commercial plywood for fixing of softboard/back painted glass, etc instead of 13mm thk gypsum boards	13.75	sqm		
	Mode of Measurement - Length and height to be measured.				
16	Providing and fixing softboard with fabric. Base Rate of Fabric - Rs 300/rm	7.20	sqm		
	Mode of Measurement - Length and height to be measured.				
17	Providing and fixing 50mm thk glass wool insulation of 32 kg/m ³ density packed in polyweave packets within the partition walls.	119.00	sqm		
18	Providing 12mm thk plywood panelling to be covered with single layer 8mm thk Gypsum Board.	16.00	sqm		
	Mode of Measurement - Length and height to be measured till false-ceiling bottom level.				

NO	SPECIFICATION	QTY.	UNIT	RATE	AMOUNT
F.	CARPENTRY WORK				
19	Providing 1.524m (5'0") Ø round wooden cabin table of height 0.762m (2'6") finished with melamine polish.	6.00	no		
20	Providing 0.610m (2'0") X 0.610 (2'0") movable floor-mounted plywood cabinet of 0.762m (2'6") height finished with 0.8mm thk white laminate on the inside and 1mm thk laminate on the outside of approved make, finish, and colour with the necessary hardware fittings.	5.00	no		
	CARPENTRY - LOOSE FURNITURE WORK				
21	Providing office chairs of approved make, colour, finish, and design.	23.00	no		
22	Providing two-seater sofas as per design with fabric of approved make, colour, and finish.	9.00	no		
23	Providing elliptical coffee table of 0.762m (2'6") X 0.45m (1'6") of height 0.406m (1'4").	8.00	no		
24	Providing lounge chairs of approved make, colour, finish, and design.	3.00	no		
G.	CARPENTRY - MODULAR FURNITURE				
25	Wipro wokstation Livo system weighs 136.7 kg* made from minimum number of components and different materials. Cardboard & LDPE plastic film are used for packaging. Panel based Linear Cluster L1 - 1200; D1 - 600; HT - 900. Panel with double raceway W - 1800; HT - 1500.	5.00	nos		
H.	LIGHTING WORK				
26	Providing Recessed mounted LED luminaire full diffuser with system lumens output of 3300 lm with system luminaire efficacy of not less than 100 lm/W with IP rating 20. The LED should be housed within CRCA housing. The luminaire should have a color temperature 5700K. The operating voltage range should be 140-270V AC, complete i/c connection, earthing from the existing light points etc. as required. Make Wipro Cat No. CRCO10R036HP57G1 33W.	36.00	no		
I.	PAINTING WORK				
27	Providing and applying three coats of Asian Paints super acrylic matte finish paint of approved make and colour. Prepare the surface by sand papering to remove any dirt or sand, applying a coat of primer and one or two coats of wall putty of approved make.	388.00	sqm		
J.	ELECTRICAL WORK				
28	Wiring for circuit/ submain wiring along with earth wire with the following sizes of FRLS PVC insulated copper conductor, single core cable in surface/ recessed heavy mechanical stress (HMS) PVC conduit primary light point & secondary light point as required conduit as required MAKE POLYCAB	-	m		
28.1	2 X 1.5 sq. mm + 1 X 1.5 sq. mm earth wire (primary point)	60.00	m		
28.2	2 X 1.5 sq. mm + 1 X 1.5 sq. mm earth wire (secondary point)	60.00	m		

NO	SPECIFICATION	QTY.	UNIT	RATE	AMOUNT
29	Supplying and drawing following sizes of FRLS PVC insulated copper conductor, single core cable in the existing surface/recessed steel/ PVC conduit/ Under trunking floor light point & table point for computer & printer machine main power point complete with connections testing & commissioning etc as trunking as required MAKE POLYCAB	-	m		
29.1	3 x 2.5 sq. Wire	20.00	m		
30	Supplying and fixing suitable size GI box with modular & outlet plate and cover in front on surface or in recess, including providing and fixing 6 pin 5/6 A module socket out let 2 nos & 5/6A module switch 2 nos 6 pin 15/16 A modular socket outlet 1nos & 15/16 A modular switch 1nos table point for computer & printer machine complete with connection testing & commissioning etc. as required	-			
30.1	2/3 pin 6A socket/switch MAKE NORTH-WEST	12.00	nos		
30.2	6 pin 15/16A socket/switch MAKE NORTH-WEST	12.00	nos		
30.3	6module concealed PVC switch box & cover plate MAKE NORTH-WEST	5.00	nos		
30.4	3module concealed PVC switch box & cover plate MAKE NORTH-WEST	5.00	nos		
30.5	8module concealed PVC switch box & cover plate MAKE NORTH-WEST	1.00	nos		
30.6	12module concealed PVC switch box & cover plate MAKE NORTH-WEST	5.00	nos		
31	Supplying and fixing 20 amps, 240 volts, SPN industrial type, socket outlet, with 2 pole and earth, metal enclosed plug top along with 20 amps "C" curve, SP, MCB, in sheet steel enclosure, on surface or in LEGRAND DB ups in recess, with chained metal cover for the socket out let and complete with connections, testing and commissioning etc. as required.	-			
31.1	20A MCB MAKE LEGRAND	12.00	nos		
31.2	3 PHASE MCB 4 POLE 63A MAKE LEGRAND	1.00	nos		
32	Supplying and fixing 30 amps, 415 volts, TPN industrial type, socket outlet, with 4 pole and earth, metal enclosed plug top along with 30 amps "C" curve, TPMCB, in sheet steel enclosure, on surface or LEGRAND DB UPS MAIN CABLE in recess, with chained metal cover for the socket out let and complete with connections, testing and commissioning etc. as required.	-	nos		
32.1	63A 4pole with 100MA RCCB MAKE LEGRAND	1.00	nos		
	Telephone Wiring & Internet Wiring				
33	Supplying and drawing following pair 25 mm dia FRLS PVC insulated annealed conductor, unarmored telephone & Internet cable in the existing surface/ recessed steel/ PVC conduit as required	25.00	m		
34	Supplying and drawing co-axial telephone & Internet cable RG-6 grade, 0.7 mm solid copper conductor PE insulated, shielded with fine tinned copper braid and protected with PVC sheath in the existing surface/ recessed steel/ PVC conduit as required. Meter MAKE SCHNEIDER WIRE	25.00	m		

NO	SPECIFICATION	QTY.	UNIT	RATE	AMOUNT
35	Supply, installation, testing & commissioning of telephone cable with 0.5mm dia copper conductor, PE insulated, armoured, PVC sheathed cable fixed on wall/ column/slab/cable tray etc. as required. To be extended from existing raceway along the wall to workstation & cabin area. MAKE POLYCAB				
35.1	50 pair telephone cable.	25.00	m		
36	Supplying and fixing following modular switch/ socket on the existing modular plate & switch box including connections but excluding modular plate etc. as required				
36.1	Telephone socket outlet (RJ45) MAKE SCHNEIDER	11.00	nos		
36.2	Data socket outlet(RJ 45) MAKE SCHNEIDER	44.00	nos		
37	Supplying and fixing suitable size GI box with modular plate and cover in front on surface or in recess, including providing telephone & internet				
37.1	2module surface box	11.00	nos		
38	RJ45 CAT 6 Ethernet Patch LAN Cable is utilized to interface one system gadget to other system gadgets or to associate at least two PCs to share printer scanner & so forth distinctive sorts of system links Patch/Crossover are utilized relying on the system's topology convention & size MAKE SCHNEIDER				
38.1	RJ45 CAT 6 (1 METER)	25.00	nos		
39	Flexible Connection System for table				
39.1	Ethernet Extension Cable Cat6 LAN Cable Extender Cat 6 RJ45 Network Patch Cord Male to Female Connector for Router, Modem, Smart TV, PC, Computer, Laptop (10FT) 'UGREEN'	6.00			
40	FACE WITH CAT-6 I.O. 1NOS.4 WAY PLATE & 3NOS. I.O.	11	nos		
41	CEILING G.I. JUCTION BOX (8X8)	10.00	nos		
42	Primary light point looped	12	nos		
43	Secondary light point looped from above primary light point.	22	nos		
44	CIRCUIT WIRING Supplying, installation, testing & commissioning of circuit wiring using 2.5 sqmm x 3 nos of PVC insulated copper wire in 25mm PVC pipe on wall or partition etc.	300	m		
45	PVC CONDUITS				
45.1	Supplying, installation, testing & commissioning of following raceways/conduits manufactured as per sizes given below in flooring. The rate shall be inclusive of removing the flooring by cutter & back filling the same with required sand, cement etc. and giving the finishing upto the floor level as per instruction of Architect(for UPS,RAW Power & Data Voice) 25mm dia PVC heavy conduit (MMS Grade).	240	m		
45.2	20mm dia PVC heavy conduit (MMS Grade).	300	m		
46	FLOOR JUNCTION BOX				

NO	SPECIFICATION	QTY.	UNIT	RATE	AMOUNT
46.1	Supplying, installation, testing & commissioning of following GI junction boxes in floor of 16 SWG thick duly powder coated. The rate shall be inclusive of providing sand, cement, etc. 200mm x 200mm x 16 SWG junction box with stainless steel cover plate	2	nos		
46.2	Supplying & fixing 24 port jack panel for CAT-6 D-Link make	11	nos		
47	Supplying & fixing of 24 port CAT-6 D-Link switch 10/100MbPS	11	nos		
48	Supplying & fixing 9 U rack XL-B wall mounted rack with accessories fan unit - 1, 6 way 5 A power distribution unit - 1 no,	1	nos		
49	2 Mtrs. Patch cord wire	17	nos		
50	Extra hardware - 1, 1 U cable manager - 1 (D-Link Make Only) 1 Mtr. Patch cord wire	17	nos		
K.	MISCELLANEOUS WORK				
51	Providing SS Finish Signages of approved make and design.	6.00	nos		
52	Providing Roller Blinds of approved make, design, and colour	53.45	rm		
	TOTAL CONSTRUCTION WORK (A+B+C+D+E+F+G+H+I+J+K)				
	TOTAL WORK (DEMOLITION + CONSTRUCTION)				