



THE INSTITUTE OF COST ACCOUNTANTS OF INDIA

(Statutory Body under an Act of Parliament)

Headquarters: CMA BHAWAN, 3, Institutional Area,

Lodhi Road, New Delhi – 110 003

Kolkata Office: CMA BHAWAN, 12, Sudder Street, Kolkata- 700 016.



THE INSTITUTE OF COST ACCOUNTANTS OF INDIA

(Statutory Body under an Act of Parliament)

HEADQUARTERS

CMA Bhawan, 3 Institutional Area, Lodhi Road,

New Delhi – 110 003

KOLKATA OFFICE

CMA Bhawan, 12 Sudder Street, Kolkata -700016.

TENDER DOCUMENT FOR

**PROVIDING AND FIXING ACP CLADDING WITH FIXING STEEL LETTER TO THE FRONT FAÇADE OF
CMA BHAWAN, 12, SUDDER STREET, KOLKATA – 700 016**

To be Submitted to : The Convener
Tender Committee
CMA Bhawan, 12 Sudder Street, Kolkata -700016.

Tender Submitted by : 30th July 2026 upto 4.00 pm.

NAME OF THE FIRM/AGENCY/CONTRACTOR : _____

ADDRESS : _____

DATE : _____



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Kolkata Office: CMA BHAWAN, 12, Sudder Street, Kolkata- 700 016.

Tender Reference No: **INFRA-LTE-ACP Panelling-2026**

Date: 15/07/2026

TENDER INVITING NOTICE

Sealed tenders superscripted **“PROVIDING AND FIXING ACP CLADDING WITH FIXING STEEL LETTER TO THE FRONT FAÇADE OF CMA BHAWAN, 12, SUDDER STREET, KOLKATA – 700 016** are invited in two bid system **“TECHNICAL BID “& “PRICE BID”** from contractors who have successfully completed similar type of work and have a valid GST registration & Kolkata/Howrah Municipal Corporation Contractor License for more than 5 years.

The application form, the eligibility criteria, the detailed conditions, specifications, time schedule and schedule of quantities for the proposed work related to CMA Bhawan, 12 Sudder Street, Kolkata-700016. Tender schedule can be downloaded from the website of the Institute www.icmai.in (Under Tender Section).

1. Name of Work : **PROVIDING AND FIXING ACP CLADDING WITH FIXING STEEL LETTER TO THE FRONT FAÇADE OF CMA BHAWAN, 12, SUDDER STREET, KOLKATA – 700 016**
2. Estimated Contract value : Rs. 23,00,000.00 Plus GST as applicable.
3. E.M.D. : Rs 46,000.00 (Rupees forty-six thousand Only)

EMD is to be submitted along with the Technical bid in the form of Account Payee Demand Draft/Banker's Cheque in favour of **“The Institute of Cost Accountants of India”**, payable at Kolkata drawn on any Commercial scheduled Banks. No interest shall be paid on the EMD.

The Micro and Small Enterprises (MSE) units registered with MSME and certificates obtained from NSIC under the Single Point Registration Scheme (SPRS) shall be exempted from payment of Earnest Money Deposit (EMD) on production of the requisite proof in respect of a valid certification from NSIC. A copy of a valid MSME certificate for the relevant work should be enclosed with the technical bid of the tender.

The EMD of unsuccessful bidders shall be refunded to them without any interest after the decision of awarding the work to the L-1 bidder is taken.

The successful MSME bidder needs to deposit the EMD amount of Rs 46,000.00 (Rupees forty-six thousand Only) as Security Deposit within one week from the receipt of the work order from the Institute. The earnest money deposit of the successful Non-MSME tenderer, who submitted his tender, shall be held by the Institute as part of the security deposit.

4. Total Security Deposit : 10% of the contract value, including EMD
5. Time Allowed for completion of the Works : 2 Months from the fifth day after the date of work order to commence the work.
6. Last Date and Time of receipt of completed Tenders : 30th July 2026 upto 4.00 pm.
- 7a. Date and time of opening of Technical Bids : To be intimated to the bidders in due course
- 7b. Date and time of opening of Price Bids of Eligible Vendors : To be intimated to the bidders in due course
8. GST : Will be paid by the Institute as per the rate applicable at the material time.



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100% of the total security deposit will be released after successful completion of the defect liability period of 12 Months from the date of completion of the work without any interest.

Note:

1. The ICMAI, reserves the right to accept or reject any or all tenders without assigning any reason whatsoever and not bound to accept the lowest tender.
2. Price Bids of the Technically qualified vendors only will be opened for further processing.

Sd/-
Convener, Tender Committee

Date: 15/07/2026

Place: Kolkata



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LETTER SUBMITTING TENDER

(Format I)

To
The Convener,
Tender Committee,
The Institute of Cost Accountants of India,
CMA Bhawan, 12 Sudder Street,
Kolkata -700016.

Dear Sir,

Sub: PROVIDING AND FIXING ACP CLADDING WITH FIXING STEEL LETTER TO THE FRONT FAÇADE OF CMA BHAWAN, 12, SUDDER STREET, KOLKATA – 700 016

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

MEMORANDUM

- 1.a. Description of the Works : **PROVIDING AND FIXING ACP CLADDING WITH FIXING STEEL LETTER TO THE FRONT FAÇADE OF CMA BHAWAN, 12, SUDDER STREET, KOLKATA – 700 016**
- b. Estimated Cost : Rs. 23,00,000.00 Plus GST as applicable at the material time.
- c. Earnest Money : Rs 46,000.00 (Rupees forty-six thousand Only)
- d. Time Allowed for completion work : 2 Months from the fifth day after the date of work order to commence the work.
2. Should this tender be accepted, I/We hereby agree to abide by and fulfil the terms and provisions of the conditions of contract annexed hereto, so far, they may be applicable or in default thereof, to forfeit and pay to the Institute of Cost Accountants of India, Kolkata.
3. I/We deposit a sum of Rs 46,000.00 (Rupees forty-six thousand Only) as earnest money in the form of DD bearing No..... dated..... drawn in favor of **"The Institute of Cost Accountants of India" payable at Kolkata**, which amount is not to bear any interest. Should I/We fail to execute the contract when called upon to do so, I/We do hereby agree that this sum shall be forfeited by the Institute of Cost Accountants of India, Kolkata.
4. Lists showing the particular type of works carried out are enclosed.



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5. Our Bankers are:

(i)

(ii)

6. The names of partners of our firm are:

(i)

(ii)

7. The name of the partner of the firm authorized to sign or the :
names of persons having Power of Attorney to sign the contract
(Certified true copy of the Power of Attorney should be attached)

Signature and Address of Witnesses:

1.

2.

Yours faithfully,

Name and Signature of the Contractor:



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NOTICE INVITING TENDER

The Institute of Cost Accountants of India, Kolkata intends to engage contractor / vendor / agencies for carrying out the proposed work related to CMA Bhawan, Kolkata. The eligibility criteria, terms and conditions, application format and other details/requirements are as under:

S. No.	Description	Details
1.	Name of Work	PROVIDING AND FIXING ACP CLADDING WITH FIXING STEEL LETTER TO THE FRONT FACADE OF CMA BHAWAN, 12, SUDDER STREET, KOLKATA – 700 016
2.	Date of issue of application Documents form Institute's Website	15.07.2026 to 30.07.2026 up to 4.00 P.M on website of the Institute www.icmai.in (under tender section)
3.	Last date & time for submission of Application.	30th July 2026 up to 4.00 P.M
5.	Address at Which Application (in Hard Copy duly signed in each page) to be Submitted to.	The Convener, Tender Committee, The Institute of Cost Accountants of India, CMA Bhawan, 12 Sudder Street, Kolkata – 700016
6.	Place of opening of application	The Institute of Cost Accountants of India, CMA Bhawan, 12 Sudder Street, Kolkata - 700016

- Application can be downloaded from the Institute's website **www.icmai.in** (under tender section). It shall be responsibility of the contractor/vendor to arrange and ensure that all pages of the bid are properly bounded. Tenders in loose pages may not be considered for further processing.
- The contractor shall sign and stamp each page of the tender document thereby ensuring the number and sequence of all pages.
- Any conditions other than mentioned in the tender document will not be considered.
- The Institute reserves the right to accept or reject any or all the tenders, either in whole or in part without assigning any reason(s) for doing so and no claim / correspondence shall be entertained in this regard.
- Contractor/Vendors must have full- fledged service setup at Kolkata/Howrah. Proof to this effect must be enclosed.
- Tender Reference No: **INFRA-LTE-ACP Panelling-2026** dated 15/07/2026 should be clearly mentioned on all the envelopes and any correspondence including e-mails with the Institute.
- For any query regarding this tender, the contractor/vendor may contact the project Engineer Institute/ Consultant, [Contact No. – 033 40364759]

Sd/-

The Convener, Tender Committee,
The Institute of Cost Accountants of India, Kolkata.



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PRE-QUALIFICATION OF CONTRACTORS / VENDORS / AGENCIES APPLICATION FORM

(Please strike off what is not applicable)

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

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



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7	Yearly turnover of the organization during the last 3 Years duly audited. (Year wise) (Annexure – “G”)	FY -2022-23 FY - 2023-24 FY- 2024-25 Average:
8	Bank’s Details (Annexure – “H”) a) Full Postal Address of the branch b) Account No c) IFSC Code No	
9	Bank’s Solvency Certificate/Limit (Please enclose latest Solvency certificate from the Banker not prior to September 2025) (Annexure – “I”)	
10	Whether registered with GST, if yes, GST No. (GST registration should have with West Bengal State) (Mandatory) (Annexure - “J”)	
11	Whether an assessed of Income Tax. If so, mention PAN No along with copy of Pan card. (Annexure – “K”)	
12	Furnish audited balance sheet and profit & Loss A/c (Audited) for the last 3 years. Whether last 3 years IT returns filed (Pl. enclose certified copies of the IT return of the year: -2022-23; 2023-24; 2024-25 (Mandatory) (Annexure – “L”)	
13	Detailed description and value of works done during the last 5 years. as per Annexure I.	
14	Whether any Civil Suit/litigation arisen in contracts executed during the last 5 years. If yes, please furnish the name of the project, Institute, nature of work, contract value, work order and brief details of litigation. Give name of the Court, place, status of pending litigation	
15	Information relating to whether any litigation is pending before any Arbitrator for adjudication of any litigation or else any litigation was disposed of during the last five years by an arbitrator. If so, the details of such litigation are required to be submitted.	
16	Service set up, Registration and Licenses required (Mandatory) Please enclose documentary evidence. (Annexure – “M”)	Having full- fledged service setup/Branch office at Kolkata/Howrah and must have valid licenses for related trades.

Name and Signature of the Contractor **with seal**



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Declaration

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

Signature of the Contractor with seal

No. of documents duly signed and attached []

Place:

Date:



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ELIGIBILITY CRITERIA AND GENERAL CONDITIONS OF SELECTION

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

Minimum Amount of Solvency certificate (Certificate should not be prior to September 2025) (Rs.)	Minimum Single Value of One Similar Type of work Completed (Rs.)	(Or) Minimum Single value of each two Similar Type of works Completed (Rs.)	(Or) Minimum Single value of each three Similar Type of works Completed (Rs.)	Minimum Average Annual Turnover of last 3 years. (Rs.)
	Works Completed in all respect during the Last 5 Years ended on 31.03.2026			Years ended on 31.03.2025.
10.00 Lakh	18.50 Lakh	11.50 Lakh	9.20 Lakh	7.00 Lakh

ELIGIBILITY FOR PREQUALIFICATION: -

The Applicant should be original manufacturer or Authorized Dealer of M/s. Alucobond/ M/s. ALU Décor/ M/s. Alstrong/M/s. Alstone, who have their own office / after sales services establishment at Kolkata, and who have supplied and commissioned similar type of ACP at State or Central Govt. Departments/Undertakings/ Nationalized Institutes in West Bengal State and in good workman like manner. For the purpose, testimonials, etc. from the Clients for whom the Applicant has executed similar type during the past 5 years will have to be submitted by the Applicant and where necessary reference will be made to previous clients. Applicants must furnish past experience data and who can show satisfactory evidence of successful completion and satisfactory performance with prompt after sales services for last two years in West Bengal State.

NOTE:

- The applicants should be bona fide resourceful and well-experienced contractors/agencies/firms registered with PWD/CPWD/MES/RLY/PSUs/any other listed companies for carrying out the similar type of works for pre-qualification for undertaking similar type of work at different places of West Bengal or any other places.
- The contractors should be equipped with the necessary infrastructure like required equipment, machinery and tools, labour strength etc.
- The contractor is required to furnish their registration details of firm with PAN No, TAN No, GST No etc. The applicant is to furnish the registration details for the EPF/ESI and the Labour license details under the contract labour Act.
- If the works could not be completed within the stipulated time in any of the cases it should have been completed within the extended time approved by the appropriate authority of the organization. Relevant work orders and completion certificates mentioning the actual work done value and time of completion for the same, issued by the department concerned, are to be furnished to fulfil the eligibility criteria. **The Format of the completion certificate is enclosed as Annexure II.**
- The Institute shall not be responsible for the late receipt due to postal delay, strikes or any other reasons. Application received after stipulated time and date will not be considered and the Institute will not be responsible for non-receipt or late receipt of any application sent by post/courier service. The incomplete application is liable to be rejected summarily and Institute reserves the right to accept or reject any or all applications without assigning any reasons thereof.
- Any clarification required by the Institute regarding the application should be furnished within the stipulated time instructed by the Institute, failing which the Institute reserves the right to cancel the application for pre-qualification without assigning any reason thereof.
- “Similar Type of Work” Means ACP (Aluminum Composite Panel) Cladding work with allied civil work.**

Signature of the Contractor with seal



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POINTS TO BE NOTED: -

- 1) Separate Checklist of Annexures duly signed by the applicant to be submitted along with the application.
- 2) Hand-written (Manuscript) bids and bids submitted through e-mail shall not be accepted.
- 3) **All the pages of the tender document must be signed by the authorized representatives of the bidder, in token of having accepted the terms and conditions incorporated in the tender notice/document.**
- 4) Application should be submitted in Spiral Binding, maintaining the serial of Annexures/ Enclosures as asked for in the Application format.
- 5) **Any changes in eligibility criteria or in terms and conditions will be uploaded on the Institute's website only, from time to time. It is the responsibility of the vendor/agency/contractor etc., to follow the Institute's website for any changes in conditions & eligibility criteria up to the last date of submission of the application.**
- 6) Solvency Certificate should be submitted in the format given in Annexure – III.

Sd/-

The Convener

Tender Committee

The Institute of Cost Accountants of India, Kolkata.

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

Signature of the Contractor with seal

No. of documents duly signed and attached [____]

Place:

Date:



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GENERAL TECHNICAL SPECIFICATION

GENERAL: Scope and Technical specification for the work shall be as per details specification mentioned in BOQ of the tender, as per the enclosed drawings (If any) and as per instruction of the Institute. Provision has been kept for providing and supplying Aluminium extruded tubular section, designing, fabricating, testing, installing and fixing in position Curtain wall with Aluminium Composite Panel Cladding with fixing steel letter to the FRONT FAÇADE of CMA Bhawan.

SUPPLY AND FIXING OF EXTRUDED ALUMINIUM FRAME WORK:

Providing and supplying aluminium extruded tubular and other aluminium sections as per the architectural drawings (If any) and approved shop drawings, the aluminium quality as per grade 6063 T5 or T6 as per BS 1474, including super durable powder coating of 60-80 microns conforming to AAMA 2604 of required colour and shade as approved by the Institute. (The item includes cost of material such as cleats, sleeves, screws etc. necessary for fabrication of extruded aluminium frame work. Nothing extra shall be paid on this account). The weight of aluminium extruded section shall be taken for purpose of payment.

DESIGNING, FABRICATING, TESTING, INSTALLING, PROTECTION AND FIXING:

Designing, fabricating, testing, installing and fixing in position Curtain Wall with Aluminium Composite Panel Cladding, with open grooves for linear as well as curvilinear portions of the building, for all heights and all levels etc. including:

- a) Structural analysis & design and preparation of shop drawings for pressure equalization or rain screen principle as required, proper drainage of water to make it watertight including checking of all the structural and functional design.
- b) Providing, fabricating and supplying and fixing panels of aluminium composite panel cladding in pan shape in metallic colour of approved shades made out of 4mm thick aluminium composite panel material consisting of 3mm thick FR grade mineral core sandwiched between two Aluminium sheets (each 0.5mm thick). The aluminium composite panel cladding sheet shall be coil coated, with Kynar 500 based PVDF / Lumi Flon based fluoropolymer resin coating of approved colour and shade on face # 1 and polymer (Service) coating on face # 2 as specified using stainless steel screws, nuts, bolts, washers, cleats, weather silicone sealant, backer rods etc.
- c) The fastening brackets of Aluminium alloy 6005 T5 / MS with Hot Dip Galvanized with serrations and serrated washers to arrest the wind load movement, fasteners, SS 316 Pins and anchor bolts of approved make in SS 316, Nylon separators to prevent bi-metallic contacts all complete required to perform as per specification and drawing (If any). The item includes cost of all material & labour component, the cost of all **mock ups at site, cost of all samples of the individual components for testing in an approved laboratory, field tests on the assembled working curtain wall with aluminium composite panel cladding, cleaning and protection of the curtain wall with aluminium composite panel cladding till the completion of the work.** Base frame work for ACP cladding is payable under the relevant Aluminium items. The Contractor shall provide curtain wall with Aluminium composite panel cladding, having all the performance characteristics all complete, as per the Architectural drawings (If Available), as per item description, as specified, as per the approved shop drawings and as directed by the Institute. However, for the purpose of payment, only the actual area on the external face of the curtain wall with Aluminum Composite Panel Cladding (including width of groove) shall be measured in sqm. up to two decimal places.

Supply and fixing of SS 304 grade 3D Letter:

Supply and fixing of SS 304 grade 3D Letter of 2" thick and 12" height extruded from the wall with English "CMA BHAWAN" fixing over a height of approximately 45 feet from the ground.

SCAFFOLDING: Scaffolding shall be rigid and strong enough for its proper.



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ANNEXURE – I

PARTICULARS IN RESPECT OF WORKS EXECUTED FOR THE LAST 5 YEARS. INCLUDING WORK ON HAND

Name of the Applicant	
Name of Work	

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

NOTE:

1. Credential issued by the clients shall be enclosed. **Without a completion certificate of the work mentioned in the work order will not be considered for a valid experience certificate for consideration.**
2. Works should have been executed by the Vendor/Firm/Agency/Co. under the name for which the application is submitted.
3. Information must be filled up specifically in this format.
4. Indicate other points, if any, to show your technical competence to indicate any important point in your favour in a separate sheet.

Signature of the Contractor with seal

Place:

Date:



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ANNEXURE – II

Format of Completion Certificate

(On the Letter Head of the Organization)

Date: ____/____/2026

TO WHOMSOEVER IT MAY CONCERN

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

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

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

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

***Officer not below the rank of Superintending Engineer/Head of the Department/Branch Head or equivalent.**
(Reports must be submitted in client's official Letter Head and to be addressed to the "The Convener, Tender Committee, The Institute of Cost Accountants of India, 12 Sudder Street, CMA Bhawan, Kolkata.")



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ANNEXURE – III

SOLVENCY CERTIFICATE FORMAT

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

(Signature)

For the Bank with Seal

Note:

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



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SPECIAL CONDITIONS

1. Sealed tenders should be addressed to **The Convener, Tender Committee, The Institute of Cost Accountants of India, 12 Sudder Street, CMA Bhawan, Kolkata.** superscripted **PROVIDING AND FIXING ACP CLADDING WITH FIXING STEEL LETTER ON THE FRONT FAÇADE OF CMA BHAWAN, 12, SUDDER STREET, KOLKATA – 700 016.** so as to reach **not later than 4.00 p.m. on 30.07.2026.**
2. No tender will be received / accepted **after 4.00 p.m. on 30.07.2026** under any circumstance whatsoever.
3. The Institute does not bind itself to accept the lowest or any tender and reserves to itself the right to accept or reject any or all the tenders either in whole or in part without assigning any reasons for doing so.
4. (a) Each of the tender documents is required to be signed by the person or persons submitting the tender in token of his/their having acquainted himself/ themselves with the General Conditions of contract, General Specifications, Special Conditions etc. as laid down. Any tender with any of the documents not so signed will be rejected.
(b) The tender submitted on behalf of a firm/agency/co. shall be signed by all the partners of the firm or by a partner who has the necessary authority on behalf of the firm/agency/co. to enter into the proposed contract. Otherwise, the tender is liable to be rejected.
5. The tender form must be filled in English, and all entries must be made by handwritten in ink OR typed. If any of the documents are missing or unsigned, the tender/document will be considered invalid.
6. Erasers are not permitted. All alterations and corrections should be attended by the full signature of the tenderer.
7. Within five days of the receipt of intimation from the Institute of the acceptance of his/their tender, the successful tenderer shall be bound to implement the contract by signing a specific agreement and schedule of conditions. The sample of the Agreement is attached as **ANNEXURE - IV**
8. The amount so held as retention plus the security deposit shall not at any time exceed 10% of the contract amount (without GST). 100% of the said retention amount shall be returned to the contractor on successful completion of the defects liability period of 12 Months from the date of completion of the entire work.
9. The contractor must not assign the contract to any other agency/contractor. He must not submit any portion of the contract except with the written consent of the Institute/Consultant, failing which the Institute/Consultant may serve a notice in writing rescinding the contract, whereupon the security deposit shall stand forfeited and be at the absolute disposal of the Institute.
10. The contractor shall carry out all the work strictly in accordance with the specification, drawings (if any), details and instructions of the Institute/Consultant. If in the opinion of the Institute/Consultant, changes have to be made in the specification/scope of work/drawing/design, and they desire the contractor to carry out the same, the contractor shall carry out the same without any extra charge and Time. The Institute/Consultant decision in such cases shall be final and shall not be open to arbitration.
11. Payment for GST shall be entertained by the Institute.
12. Time shall be considered as the essence of the contract. The entire **proposed work** related to CMA Bhawan, Kolkata must be completed within 2 (two) calendar months. Time allowed for carrying out the work shall be strictly observed by the contractor/agency/co. and it shall be reckoned from the 5th day after written order to commence work is issued. The work shall throughout the stipulated period of the contract be proceeded with all due diligence and if the contractor fails to complete the work within the specified period, he shall be liable to pay compensation as defined in of the conditions of contract. The tenders shall before commence work prepare a detailed work programmed which shall be approved by the Institute/Consultant.
13. The contractor shall not be entitled to any compensation for any loss suffered by him on account of delays in commencing or executing the work whatever the cause of delays may be including delays arising out of



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modification to the work entrusted to him or to sub-contractors connected therewith or delays in awarding contractors for other trades of the project in commencement or completion of such works or in procuring Government controlled or other building materials or in obtaining water and power connections for construction purposes or for any other reason whatsoever and the Institute shall not be liable for any claim in respect thereof. The Institute does not accept liability for any sum besides the tender amount subject to such variations as are provided for herein.

14. The successful tenderer is bound to carry out any items of work necessary for the completion of job even though such items are not included in the tender and shall have proper acceptance. Schedule of instructions in respect of such additional items and their quantities will be issued in writing by the Institute/Consultant.
15. If the successful tenderer is elsewhere than in Kolkata/Howrah, he shall have a duly authorized agent at Kolkata/Howrah from the commencement of the work until the work is completed. Such agent shall be authorized to act on behalf of the successful tenderer to accept service of notes on contract and to agree to extras, omissions and varied items of work and rates for the same. Such agent shall maintain on his staff a qualified engineer approved by the Institute/Consultant and such office personnel as may be required for the efficient execution of works. Any notice under the contract shall be deemed to have been served on the successful tenderer if the same is served upon such agent or sent by registered letter to his address and shall have proper acceptance. Such agent shall not be changed and shall not leave during the duration of the contract unless the consent of the Institute/Consultant shall have been previously obtained. If the Institute/Consultant carry out any rectifications under the terms of the contract after the work is completed, the successful tenderer shall have the same or another duly authorized agent while such rectifications are being carried out.
16. The successful tenderer must co-operate with the other contractors appointed by the Institute so that the work shall proceed smoothly with least possible delay and to the satisfaction of the Institute.
17. The contractor shall have to make his own arrangements in respect of storing the building materials/Furniture, Hardware items, and other Electrical and Electronic items etc.
18. The contractor must make his own arrangement for the electric supply required for construction and lighting at his own cost without claim to any extra. The Institute will render all assistance required for getting supply, by certifying the genuineness of his requirement in his application to the CESC/West Bengal State Electricity Board.
19. The successful tenderer shall make their own arrangements to obtain all materials required for the work.
20. The standard of all materials is to be finalized by the Institute/Consultant. The list of approved materials is mentioned in the tender document.
21. All Municipal fees (if required) for any purpose, such as Drainage, water connection etc. required for construction purposes shall be borne by the contractor and fees if any payable for permanent connection shall be initially paid by the Institute.
22. The Contractor shall strictly comply with the provisions of the safety code annexed hereto.
23. The Contractor must bear in mind that all the work shall be carried out strictly in accordance with the specifications made by the Institute/Consultant and also in accordance of the requirements of the Town Planning Authority and no deviation on any account will be permitted.
24. Contractor shall make his own arrangements for mobilization of material to the site. Institute will not take any responsibility for mobilization of material and traffic management.
25. As the site is located in commercial area, Contractor shall carryout the work smoothly, without any disturbances / disputes with the neighbors. Institute assumes no responsibility in this matter.
26. The security deposit of the successful tenderer will be forfeited if he fails to comply with any of the conditions of the contract.



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27. The Institute is having the right to execute the whole work or part thereof as mentioned in the price bid, for which no compensation will be paid by the Institute.
 28. The contractor be paid 100% of the bill value by the Institute for the said works executed after necessary verification of the bills submitted by the contractor. This payment shall be made after making necessary statutory & non-statutory deductions as mentioned in the documents. No payment will be made against supply of materials at site.



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GENERAL CONDITIONS

1. Interpretations

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

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

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

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

"Notice in writing" or written notice shall mean a notice in written, typed or printed characters sent (unless delivered personally or otherwise proved to have been received) by registered post to the last known private or business address or registered office address and shall be deemed to have been received when in the ordinary course of post, it would have been delivered.

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

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

2. Scope of Contract

The contractor should submit at least five options with different design and colour combinations for the approval of the Institute, for which no extra payment would be made.

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

- (a) The variation or modification of the design, quality or quantity or works or the additions or omission or substitution of any work.
- (b) Any discrepancy in the drawings or between the schedule of quantities and /or drawings and/or specifications.
- (c) The removal from the site of any materials brought thereon by the Contractor and the substitution of other materials therefore.
- (d) The removal and/or re-execution of any works executed by the Contractor.
- (e) The dismissal from the works of any persons thereupon.
- (f) The opening up for inspection of any work covered up.
- (g) The amending and making good of any defects under clause (19).

The Contractor shall forthwith comply with and duly execute any work comprised in such Institute/Consultant's instructions provided always that verbal instructions, directions and explanations given to the Contractor or his Foremen upon the works by the Institute/Consultant shall in involving a variation, be confirmed in writing by the Contractor within seven days and if not dissented from in writing within a further period of seven days by the



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Institute/Consultant shall be deemed to be Institute/Consultant Instructions within the scope of contract. Rates of items not mentioned in the Schedule of Quantities shall be fixed by the Institute on the recommendation of the Institute/Consultant in accordance with the CPWD Rules.

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

3. Drawings and Schedule of Quantities

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

4. Contractor to provide everything necessary

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

Power required for construction and lighting, including distribution, installation of the switchboard, meter etc. shall be arranged by the Contractor at his own cost. All connections made shall be to the contractor's account. He shall arrange to install a tested meter and pay for the energy consumed by him. All wiring from the switchboard and meter will be removed by the Contractor on completion of work. He shall reinstate and make good any work disturbed by the temporary power lines to the satisfaction of the Institute/Consultant and the Institute. The temporary connection shall be on account of the Institute.

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

5. Escalation Clause

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



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

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

Clause - 6

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

- (i) If the contractor having been given by the Institute/Consultant a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in any inefficient or otherwise improper or un-workman like manner shall omit to comply with the requirements of such notice for a period of seven days or thereafter or if the contractor shall delay or suspended the execution of work, so that, either in the judgment of the Institute/Consultant the will be unable to secure completion of the work by the date for completion or he has already failed to complete the work by that date.
- (ii) If the Contractor being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of creditors shall be appointed or if circumstances shall arise which entitle the court or creditor to appoint a receiver or a manager or which entitle the court to make a winding up order.
- (iii) If the Contractor commits breach of any of the terms and conditions of this contract:

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

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

After giving notice to the contractor to measure up the work of the contractor and to take such part thereof, as shall be unexecuted, out of his hand and to give it to another contractor to complete, in which case, any expenses which may be incurred in excess of sum which would have been paid to the original contractor, if the whole work had been executed by him (of the amount of which excess the certificate in writing of the Institute/Institute/Consultant, shall be final and conclusive) shall be borne and paid by the original



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contractor and may be deducted from any money due to him by Institute under this contract or on any other account whatsoever or from his security deposit or the proceeds of sales thereof or a sufficient part thereof as the case may be.

In the event of the any one or more of the above courses being adopted by the Institute, the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any arrangements or made any advances on account or with a view to the execution of the work or the performance of the contract. And in case action is taken under any of the provisions aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work thereto actually performed under this contract unless and until the Institute/Consultant has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

Clause -7

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

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

Clause -8

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

Clause -9

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

Clause -10

If contractor desires, to substitute any materials or workmanship he must secure the approval of the Institute in writing for any substitution well before making such substitution. Materials designated in this specification definitely by such terms as equal "or other approved" etc., shall be considered as coming under the provision of



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this clause as substitution and no such materials shall be used until specific approval of the Institute/Consultant has been secured.

Clause -11

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

Clause -12

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

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

On Institute/Consultant certificate of virtual completion, the contractor would be paid 50% of the retention money. The remaining 50% will be held for a further period referred to as defects liability period in the appendix hereto. Provided always that the issue by the Institute/Consultant of any certificates during the progress of work or at or after their completion shall not relieve the contractor from his liability in case of fraud, dishonesty or fraudulent concealment relating to the works or materials or to any matter dealt with in the certificate, and in case of all defects and insufficiencies in the works or materials which a reasonable examination would not have disclosed. No certificate of the Institute/Consultant shall of itself be conclusive evidence that any work or materials to which it relates are in accordance with the contract. The Institute/Consultant shall have power to withhold any certificate, if the works or any parts thereof are not being carried out to their satisfaction.

Clause -13

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



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Clause - 14

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

Clause -15

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

Clause - 16

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

Clause - 17 (Dismissal of Workmen)

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

Clause - 18

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

Clause - 19 (Excess Payment to be Returned)

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

Clause - 20 (Damages to Persons and Property)

The Contractor shall be responsible for all injury to deployed persons/staff members/visitors etc., animals and for all damages to the structure/property of the Institute which may arise from the operations or neglect of himself or of any sub- contractor or of any of his sub-contractor's employees whether such injury or damage arise from carelessness, accident or any other cause whatever in any way connected with the carrying out of this contract. The Institute will take no responsibility for loss of material, equipment or any other thing to be used for execution of the said works.

Clause – 21

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

Clause - 22

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



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Clause – 23 (Setting out Works)

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

Clause – 24 (Site Order Book)

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

Clause - 25 (Tool and Plants Accommodation)

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

Clause - 26 (Authorities Notice and Patents)

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

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

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

Clause - 28 (Supervision and Foreman)

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

Clause - 29 (Concrete Mixing)

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

Clause - 30 (Schedule of Quantities)

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



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Clauses - 31 (Damages for Non-Completion)

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

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

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

Clause - 33 (For Failure of Earnest Money)

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

The contractor must submit a time and progress chart in a form approved by the Institutes within five days of acceptance of the tender. The chart shall indicate the expected date of commencement and completion of each of the principal stage of work. The actual progress as compared with this chart will be reviewed periodically. At his expense the contractor shall supply the Institutes with duplicate copies of large photograph not less than 10" x 8" of the work taken from approved positions as and when required by Institutes.

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

Clause – 34 (Other Persons engaged by Institute)

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

Clause - 35 (Termination of Contract by Institute)

If the contractor (being an individual or a firm) commit an "Act of insolvency" or shall be adjudicated an insolvent, or shall make an assignment or compensation for the benefit of the greater part in number or amount of his creditors, or shall enter into a deed of assignment with his creditors or (being an incorporated company) shall have an order made against him or passes effective resolution of winding up either compulsory or subject to the supervision of the court or voluntary, or if the official assignee of the contractor shall repudiate the contract or if the official assignee of Liquidator in any such winding up, shall be unable within seven days after notice to him requiring him to do so, to show to the reasonable satisfaction of the Institute/Consultant that he is able to carry out and fulfill the contract and if required by the Institute/Consultant to give security therefore or if the contractor, (whether an individual, firm or incorporated company) shall suffer execution to be issued, or if the contractor shall suffer and payment under this contract to be attached by or on behalf of any of creditors of the



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contractors, or if the contractors shall assign or sublet the contract without the consent in writing of the Institute/Consultant first obtained, or if the contractor shall change or encumber this contract or any payment due or which may become due to the contractors there under, or if the Institute/Consultant shall certify in writing to the Institute that in their opinion the contractor:

- (1) has abandoned the contract **OR**
- (2) has failed to commence the works, or has without any lawful excuse under these conditions suspended the progress of the works for fourteen days after receiving from the Institute/Consultant written notice to proceed **OR**
- (3) has failed to proceed with the works with such due diligence and failed to make such due progress as would enable the work to be completed within the time agreed upon **OR**
- (4) has failed to remove materials from the site or to pull down and replace works, within seven days after receiving from the Institute/Consultant, written notice that the said materials or works were condemned and rejected by the Institute/Consultant under these conditions. **OR**
- (5) has neglected or failed persistently to observe and perform all or any of acts, matters or things, by this contract to be observed and performed by the contractor, for seven days after written notice shall have been given to the contractor requiring the contractor to observe or perform the same **OR**
- (6) has to the detriment of good workmanship or in defiance of the Institute/Consultant' instructions to the contrary sublet any part of the contract. Then in any of the said clauses the Institute with the written consent of Institute/Consultant may, notwithstanding any previous waiver, after giving seven days' notice in writing to the contractor determine the contract but without thereby affecting the powers of the Institute/Consultant or the obligations and liabilities, of the contractor, the whole of which shall continue to be in force as fully as if the contract had not been so determined and as if the work subsequently executed has been executed by or on behalf of the contractor, and further, the Institute with the consent of the Institute/Consultant by his agents, servants may enter upon and taken possession of the works and all plant, tools, scaffolding, sheds, machinery, steam and other power, utensils and materials, lying upon premises or the adjoining lands or roads, and use the same as his own property or may employ the same by means of his own servants and workmen in carrying on any completing the works by employing other contractors or other persons to the works, and the contractor shall not in any way interrupt or do any act, matter or thing to prevent or hinder such other contractor or other person or persons, employed for completing and finishing or using the materials and plant for the works. When the work shall be completed, or as soon thereafter as convenient, the Institute/Consultant shall give a notice in writing to the contractor, to remove his surplus materials and plant and should the contractor fail to do so within a period of 14 days after receipt of notice thereof by him, the Institute may sell the same by public auction and shall give credit give to the contractor for the amount so realized. The Institute/Consultant shall thereafter ascertain and certify in writing under their hand what (if anything) shall be due to be payable by the Institute for the value of the said plant and materials so taken possession of by the Institute, and the expense or loss which the Institute shall have been put to, in setting the works to be so completed and the amount if any owing to be so completed, and the amount, if any owing to the contractor and the amount which shall be so certified shall, thereupon, be paid by the Institute to the contractor or by the contractor to the Institute, as the case may be and the certificate of the Institute/Consultant shall be final and conclusive between the parties.



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APPENDIX

(Hereinbefore referred to)

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

Signature of the Contractor

SAFETY CODE

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



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SUBMISSION OF BIDS

- (a) The proposal shall be in two parts. Technical Bid in cover-A and Financial Bid in Cover-B shall be submitted in two separate wax sealed envelopes with respective marking in bold letters in the Formats and both the envelopes should be put in a separate wax sealed envelope (Cover – C) superscripted **“PROVIDING AND FIXING ACP CLADDING WITH FIXING STEEL LETTER TO THE FRONT FACADE OF CMA BHAWAN, 12, SUDDER STREET, KOLKATA – 700 016.”**
- (b) A demand draft for Rs _____ (Rupees _____ Only) drawn in favor of The Institute of Cost Accountants of India, payable at Kolkata from any Commercial Scheduled Banks towards EMD shall be enclosed to the Technical Bid.
- (c) Cover- C shall be sealed with wax and dropped in the Tender Box available in the Institute of Cost Accountants of India, Kolkata on **or before 4.00 p.m. on 30.07.2026.**
- (d) The documents as mentioned in the Annexures shall be furnished along with the Technical Bid.

OPENING OF BIDS

The Cover **“A”** Containing Technical Bid will be opened by the Tender Opening Committee of the Institute of Cost Accountants of India, at CMA Bhawan, 12 Sudder Street, Kolkata, in presence of all bidders whoever participated in bidding or their authorized representatives having brought a proper letter of authorization to participate in the bid opening event.

Evaluated the Technical bids by the Institute/Consultant. After such evaluation of technical bids, Financial Bid (Price Bid) of only those Contractor/Agencies/Firms/Companies which are found technically suitable/qualified will be opened, for determining the lowest bid.



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EVALUATION OF TECHNICAL BIDS

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

Evaluation Weightage of the following parameters

S. No.	Description	Weightage	Total
1	Nos. of years of Operation a) Less than 5 years b) 5 years to 10 years c) More than 10 years Total for S No 1 (max marks)	0 10 20	20
2	Maximum value (Project Cost) of any single project handled, a) Less than Rs 9.20 Lakhs b) More than or equal to Rs. 9.20 Lakhs and up to Rs. 12.00 Lakhs c) More than Rs. 12.00 Lakhs and up to Rs. 15.00 Lakhs d) More than Rs. 15.00 Lakhs and up to Rs. 18.00 Lakhs e) More than Rs. 18.00 Lakhs and up to Rs. 22.00 Lakhs f) More than Rs. 22.00 Lakhs in the last 5 years as on 31.03.2026 for Public Sector Organization / Public Sector Institute / Government Department / Multinational Corporate Houses of repute etc. Total for S No 2 (max marks)	00 08 10 12 15 20	20
3	Average annual turnover of the applicant for the last three years duly audited a) More than or equal to Rs. 7.00 Lakhs and up to Rs. 10.00 Lakhs b) More than Rs. 10.00 Lakhs and up to Rs. 15.00 Lakhs c) More than Rs. 15.00 Lakhs Total marks for S No 3 (max marks)	05 10 15	15
4	The firm possessing valid Contractor license from Kolkata/Howrah Municipal Corporation. a) If Yes b) If No Total Marks for S No 5 (max marks)	10 0	10
5	Value/Limit of the solvency certificate (Issued by the Nationalized Bank Not Prior to September, 2025). a) Value/Limit more than or equal to Rs. _____ Lakhs and up to Rs. _____ Lakhs. b) Value/Limit More than Rs. _____ Lakhs and up to Rs. _____ Lakhs c) Value/Limit More than Rs. _____ Lakhs Total Marks for S No 6 (max marks)	10 15 20	20
6	Having Local Office at Kolkata/Howrah. a) Full Fledged Establishment b) Branch Office at Kolkata/Howrah c) No Office at Kolkata/Howrah Total Marks for S No 7 (max marks)	15 10 0	15



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Note:

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

Qualifying Marks:

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

EVALUTION OF PRICE BIDS

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

AWARD OF CONTRACT

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

Validity period of Bid and Agreement:

- (i) 180 days shall be the validity period of bids from the date of opening of the Price Bid.
- (ii) 9 Months shall be the validity period of agreement from the date of concluding agreement.
On award of the contract, the firm is expected to take up/commence the assignment within three days of time.

Signature of the Contractor



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CHECK LIST

Name of the Applicant	
Name of the Work	PROVIDING AND FIXING ACP CLADDING WITH FIXING STEEL LETTER ON THE FRONT FAÇADE OF CMA BHAWAN, 12, SUDDER STREET, KOLKATA – 700 016.

Annexures:

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

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

Name of Authorized Signatory



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Tender No: **INFRA-LTE-ACP Panelling-2026**

Date: 15.07.2026

FINANCIAL BID

Name of work: PROVIDING AND FIXING ACP CLADDING WITH FIXING STEEL LETTER TO THE FRONT FACADE OF CMA BHAWAN, 12, SUDDER STREET, KOLKATA – 700 016

To,
The Convenor,
Tender Committee,
The Institute of Cost Accountants of India
CMA Bhawan, 12 Sudder Street,
Kolkata – 700 016

Dear Sir/Madam,

I/We, the undersigned, am /are willing to complete the assigned work in full or part thereof and in accordance with the drawings/specification/scope of work/assessment of work after site visit and to the satisfaction of the Institute for the sum stated in the table below should capture the figures of total amount column of the BOQ. The work shall be executed as per specifications mentioned in the BOQ.

The Rates and Amounts are in rupees

Sl. No.	Item Description	Quantity	Units	Rate	Amount
1	Providing and supplying aluminium extruded tubular and other aluminium sections of 2.00mm thick as per the architectural drawings and approved shop drawings, the aluminium quality as per grade 6063 T5 or T6 as per BS 1474, including super durable powder coating of 60-80 microns conforming to AAMA 2604 of required colour and shade as approved by the Engineer-in-Charge. (The item includes cost of material such as cleats, sleeves, screws etc. necessary for fabrication of extruded aluminium frame work. Nothing extra shall be paid on this account). The weight of aluminium extruded section shall be taken for purpose of payment. The rate should allow the necessary expenditure for scaffolding required to execute the work in proper way maintaining all safety norms.	750.00	Kg		



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2	Designing, fabricating, testing, installing and fixing in position Curtain Wall with Aluminium Composite Panel Cladding, with open grooves for linear as well as curvilinear portions of the building, for all heights and all levels etc. including: a) Structural analysis & design and preparation of shop drawings for pressure equalisation or rain screen principle as required, proper drainage of water to make it watertight including checking of all the structural and functional design. b) Providing, fabricating and supplying and fixing panels of aluminium composite panel cladding in pan shape in metallic colour of approved shades made out of 4mm thick aluminium composite panel material consisting of 3mm thick FR grade mineral core sandwiched between two Aluminium sheets (each 0.5mm thick). The aluminium composite panel cladding sheet shall be coil coated, with Kynar 500 based PVDF /Lumi Flon based fluoropolymer resin coating of approved colour and shade on face # 1 and polymer (Service) coating on face # 2 as specified using stainless steel screws, nuts, bolts, washers, cleats, weather silicone sealant, backer rods etc. c) The fastening brackets of Aluminium alloy 6005 T5 / MS with Hot Dip Galvanised with serrations and serrated washers to arrest the wind load movement, fasteners, SS 316 Pins and anchor bolts of approved make in SS 316, Nylon separators to prevent bi-metallic contacts all complete required to perform as per specification and drawing The item includes cost of all material & labour component, the cost of all mock ups at site, cost of all samples of the individual components for testing in an approved laboratory, field tests on the assembled working curtain wall with aluminium composite panel cladding, cleaning and protection of the curtain wall with aluminium composite panel cladding till the handing over of the building for occupation. Base frame work for ACP cladding is payable under the relevant aluminium item. The Contractor shall provide curtain wall with aluminium composite panel cladding, having all the performance characteristics all complete, as per the Architectural drawings, as per item description, as specified, as per the approved shop drawings and as directed by the Institute. However, for the purpose of payment, only the actual area on the external face of the curtain wall with Aluminum Composite Panel Cladding (including width of groove) shall be measured in sqm. up to two decimal places. The rate should allow the necessary expenditure for scaffolding required to execute the work in proper way maintaining all safety norms.	350.00	Sqm		
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3	Designing, fabricating, testing, installing and fixing Louvers in position along with the curtain wall with Aluminium Composite Panel Cladding with open grooves for linear as well as curvilinear portions of the building, for all heights and all levels etc. Other Technical specification is same as item No. 2 above. The rate should allow the necessary expenditure for scaffolding required to execute the work in proper way maintaining all safety norms.	100.00	Sqm		
4	Supply and fixing of SS 304 grade 3D Letter of 2" thick and 12" height extruded from the wall with English " CMA BHAWAN" fixing over a height of 45 feet (Approx.)' from the ground including the cost of Labour, material, conveyance and scaffolding charges etc. Complete. The rate should allow the necessary expenditure for scaffolding required to execute the work in proper way maintaining all safety norms.	1.00	Set		
	Sub – Total				
	Add GST @ _____%				
	Total amount with GST				

NOTE:

1. The approved brand for various material/supply given in the tender document are indicative only and final approval is to be taken from the Institute before supply and installation.
2. In case of unavailability of any material of specific make an equivalent make can be used only after a written approval of the Institute. The preference of make/brand of the material listed above will be decided by the Institute. The make/brand of any item will be as mentioned in the drawings issued by the Institute.
3. The contractor shall provide samples of all materials mentioned in the list of makes as required by the Institute. A written approval of these samples shall be sought prior to commencement of any work. The Institute reserve the right to enquire the genuineness of any material used at site directly from the manufacturer/dealer.
4. After completion of the work the site shall be cleared from all waste, rubble, left over materials etc., and thoroughly cleaned ensuring that all laminates, floorings, walls, furniture surfaces and t ops etc., are spotless clean.
5. The quantities mentioned above are tentative. The bill will be paid as per the actual quantity to be executed after completion of the work.
6. The Institute may ask the contractor to execute the entire work or part thereof as mentioned in the price bid, for which no compensation will be paid by the Institute.

Signature of the Contractor



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ANNEXURE – IV

TENDER DOCUMENT FOR PROVIDING AND FIXING ACP CLADDING WITH FIXING STEEL LETTER TO THE FRONT FACADE OF CMA BHAWAN, 12, SUDDER STREET, KOLKATA – 700 016

FORMAT OF AGREEMENT (To be executed on requisite value of Stamp Paper)

SPECIMEN COPY OF THE AGREEMENT

This Agreement is made on this the _____ day of _____ 2026 at Kolkata.

BETWEEN

THE INSTITUTE OF COST ACCOUNTANTS OF INDIA, a statutory body set up by an Act of Parliament namely, The Cost Accountants of India Act, 1959, having its Head Office at CMA Bhawan', 3, Institutional Area, Lodhi road, New Delhi – 110 003, (HEREINAFTER referred to as "The INSTITUTE") which expression shall, wherever the context so admits, mean and include its successors, assignees, etc. of the **ONE PART**

AND

M/S. _____, having its Registered Office at _____ (hereinafter referred to as 'Supplier'/Service Provider'), which expressions shall, unless repugnant to the context or meaning, include its successors and assignees) of the **OTHER PART**;

The INSTITUTE and the Supplier are hereinafter collectively referred to as "Parties" and individually as "Party".

NOW THIS AGREEMENT WITNESSETH as follows:

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

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



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WHEREAS

1. The INSTITUTE is seized and possessed a building at **12, Sudder Street Kolkata – 700 016** (hereinafter referred to as 'The Building').
2. The Contractor is an individual/ a Company/ an agency. In case of an individual/ a Company/ an agency which is in existence for a long time and having good experience in ACP Cladding work for existing building.
3. The INSTITUTE is willing to carry out **ACP CLADDING WITH FIXING STEEL LETTER TO THE FRONT FACADE OF CMA BHAWAN, 12, SUDDER STREET, KOLKATA – 700 016** (hereinafter called 'Work') for Kolkata building.
5. The INSTITUTE accepted the offer of the contractor for executing the said work and conveyed its acceptance vide letter nos. _____ dated _____, at the rate(s) stated in the Work Order upon the terms and subject to the conditions hereinafter appearing.
6. The offer letter, Time Schedule for completion of the said work, Letter of Intent, Letter of Acceptance, Annexures, Appendices and instructions as may be issued from time to time by the INSTITUTE along with the Proposal of Agency shall form part of the contract though separately set out and are included in the expression 'Contract' wherever herein used.
7. The Parties hereto agree that this Agreement shall supersede all previous writing/s and document/s exchanged/executed between the parties hereto in respect of this transaction unless expressly mentioned herein and is finally agreed understanding between the Parties hereto.
8. Based on the above declaration and assurances, the Parties hereto have decided to reduce the terms and conditions of the agreement into writing as hereinafter appearing.

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

1. REPRESENTATIONS AND WARRANTIES

The contractor represents and warrants to the INSTITUTE 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/ activities contemplated hereby;
- b) It has taken all necessary corporate and other approvals, permits and licenses and actions under laws applicable to its business/ services to authorize the execution and delivery of this Agreement and to validly exercise its rights and perform its obligations under this Agreement;
- c) It has the financial standing and capacity to undertake the Project in accordance with the terms of this Agreement;
- d) During carrying out the said work, it shall not cause any disruption to THE INSTITUTE'S normal 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 true and nothing is concealed or suppressed;
- g) The execution 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;



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- 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 neither violated nor 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 Agreement and no fact or circumstance free 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 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 Agreement;
- k) It and its personnel, have the necessary experience, skill, knowledge and competence to perform the said work contemplated under the Tender and this Agreement;
- l) No representation or warranty by it contained herein or in any other document furnished by it to the INSTITUTE 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 the INSTITUTE in any manner whatsoever by way of fees, commission or otherwise for award of the tender and/ or entering into this Agreement or for influencing or attempting to influence any person associated with the INSTITUTE in any manner whatsoever in connection therewith.

2. Scope of Work

The contractor should submit at least five options with different design and colour combinations for the approval of the Institute, for which no extra payment would be made.

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

- (a) The variation or modification of the design, quality or quantity or works or the additions or omission or substitution of any work.
- (b) Any discrepancy in the drawings or between the schedule of quantities and /or drawings and/or specifications.
- (c) The removal from the site of any materials brought thereon by the Contractor and the substitution of other materials therefore.
- (d) The removal and/or re-execution of any works executed by the Contractor.
- (e) The dismissal from the works of any persons thereupon.
- (f) The opening up for inspection of any work covered up.
- (g) The amending and making good of any defects under clause (19).

The Contractor shall forthwith comply with and duly execute any work comprised in such Institute/Consultant’s instructions provided always that verbal instructions, directions and explanations given to the Contractor or his Foremen upon the works by the Institute/Consultant shall in involving a variation, be confirmed in writing by the Contractor within seven days and if not dissented from in writing within a further period of seven days by the



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Institute/Consultant shall be deemed to be Institute/Consultant Instructions within the scope of contract. Rates of items not mentioned in the Schedule of Quantities shall be fixed by the Institute on the recommendation of the Institute/Consultant in accordance with the CPWD Rules.

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

3. Contact Value

The Contact value of the Work shall be as per price bid.

4. Purchase Order:

The quantity of the items in the tender is only indicative. The Institute reserves the right to increase /decrease the quantity of the items depending on the requirement. If the product and service quality is unsatisfactory, the Institute reserves the right to cancel or amend the contract.

5. Payment Terms:

The contractor be paid 100% of the bill value by the Institute for the said works executed after necessary verification of the bills submitted by the contractor. This payment shall be made after making necessary statutory & non-statutory deductions as mentioned in the documents. No payment will be made against supply of materials at site.

6. Statutory Variation:

Any statutory increase in the taxes and duties subsequent to the contractor's offer, if it takes place within the original contractual completion date, will be borne by the Institute, subject to the claim supported by documentary evidence. However, if any decrease occurs, the advantage will have to be passed on to the Institute.

7. Disputes and Jurisdiction:

Any legal disputes arising from any breach of contract pertaining to this tender shall be settled in the court of competent jurisdiction in Kolkata.

8. General:

1. All amendments, time extensions, clarifications, etc., within the tender's submission period, will be communicated electronically. No extension of the bid due date/time shall be considered due to a delay in receipt of any document(s) by mail.
2. The contractor may furnish any additional information necessary to establish capabilities to complete the envisaged work successfully. It is, however, advised not to furnish superfluous information.
3. With prior intimation, the contractor may visit the site before tender submission.
4. Any information furnished by the contractor found to be incorrect, immediately or later, would render the contractor liable to be debarred from tendering/taking up work in the Institute.

9. INDEMNITY

That the contractor shall keep the INSTITUTE indemnified against all actions, suits and proceedings and all and any costs, charges, expenses, loss or damage incurred, suffered, caused to/sustained by the INSTITUTE 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 contractor.



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10. RESERVATION CLAUSE:

That the INSTITUTE reserves the right to add or omit any item(s) of the contract work or restrict/decrease the scope of work. The decision of the INSTITUTE 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.

11. TERMINATION:

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

- (1) has abandoned the contract **OR**
- (2) has failed to commence the works, or has without any lawful excuse under these conditions suspended the progress of the works for fourteen days after receiving from the Institute/Consultant written notice to proceed **OR**
- (3) has failed to proceed with the works with such due diligence and failed to make such due progress as would enable the work to be completed within the time agreed upon **OR**
- (4) has failed to remove materials from the site or to pull down and replace works, within seven days after receiving from the Institute/Consultant, written notice that the said materials or works were condemned and rejected by the Institute/Consultant under these conditions. **OR**
- (5) has neglected or failed persistently to observe and perform all or any of acts, matters or things, by this contract to be observed and performed by the contractor, for seven days after written notice shall have been given to the contractor requiring the contractor to observe or perform the same **OR**
- (6) has to the detriment of good workmanship or in defiance of the Institute/Consultant's instructions to the contrary sublet any part of the contract. Then in any of the said clauses the Institute with the written consent of Institute/Consultant may, notwithstanding any previous waiver, after giving seven days' notice in writing to the contractor determine the contract but without thereby affecting the powers of the Institute/Consultant or the obligations and liabilities, of the contractor, the whole of which shall continue to be in force as fully as if the contract had not been so determined and as if the work subsequently executed has been executed by or on behalf of the contractor, and further, the Institute with the consent of the Institute/Consultant by his agents, servants may enter upon and taken possession of the works and all plant, tools, scaffolding, sheds, machinery, steam and other power, utensils and materials, lying upon premises or the adjoining lands or roads, and use the same as his own property or may employ the same by means of his own servants and workmen in carrying on any completing the works by employing other contractors or other persons to the works, and the contractor shall not in any way interrupt or do any act, matter or thing to prevent or hinder such other contractor or other person or persons, employed for completing and finishing or using the materials and plant for the works. When the work shall be completed, or as soon



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thereafter as convenient, the Institute/Consultant shall give a notice in writing to the contractor, to remove his surplus materials and plant and should the contractor fail to do so within a period of 14 days after receipt of notice thereof by him, the Institute may sell the same by public auction and shall give credit to the contractor for the amount so realized. The Institute/Consultant shall thereafter ascertain and certify in writing under their hand what (if anything) shall be due to be payable by the Institute for the value of the said plant and materials so taken possession of by the Institute, and the expense or loss which the Institute shall have been put to, in setting the works to be so completed and the amount if any owing to be so completed, and the amount, if any owing to the contractor and the amount which shall be so certified shall, thereupon, be paid by the Institute to the contractor or by the contractor to the Institute, as the case may be and the certificate of the Institute/Consultant shall be final and conclusive between the parties.

12. ARBITRATION:

That in the event of any question, dispute or differences arising out or in connection with any of the terms and conditions of the Agreement, in the first instance, the parties hereto shall try to resolve the same by mutual consultation, failing which the same shall be referred to the sole arbitrator to be appointed mutually by the parties. The Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings. The Seat of Arbitration shall be held at Kolkata and the language of the arbitration proceeding shall be in 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.

13. 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 Kolkata.

14. FORCE MAJEURE:

Notwithstanding anything contained in the Agreement and Tender document, 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 Agreement and Tender document 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 INSTITUTE, 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 INSTITUTE in writing of such conditions and the causes thereof. Unless otherwise directed by the INSTITUTE 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



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case a *Force Majeure* conditions exists for a period more than 15 days, the INSTITUTE may terminate the Contract.

15. Following Documents are part of this Agreement

i. Tender Document.

ii. Work Order.

19. Notices:

Any notice to be given by a Party regarding this agreement shall be in writing and shall be deemed duly served if delivered personally or sent by post to the addressee at the address mentioned in the agreement or at the e-mail of that Party as set out below the authorized e-mail IDs for correspondence shall be:

The Institute of Cost Accountants of India ("The INSTITUTE")

And

..... (other party)

20. ASSIGNMENT:

The Supplier shall not assign, sublet or transfer its obligations under this agreement to third party, without the written consent of the INSTITUTE.

SIGNED AND DELIVERED BY THE WITHIN NAMED OFFICIAL

THE INSTITUTE OF COST ACCOUNTANTS OF INDIA

(CMA Dr. Debaprosanna Nandy)

Secretary (Officiating)

IN THE PRESENCE OF

1)

2)

M/S. _____

IN THE PRESENCE OF

IT'S & DULY AUTHORISED
Supplier

1)

2)