



THE INSTITUTE OF CHARTERED ACCOUNTANTS OF INDIA(ICAI)

TENDER

FOR

**SUPPLY, INSTALLATION, TESTING &
COMMISSIONING OF VRV/VRF AIR-CONDITIONING SYSTEM AT ICAI BHAWAN,
INDORE**

TECHNICAL BID

Book – I

Tender No. - **ICAI/IB/26-27/01**

Issued on Dated 18/07/2026

Last Date for Bid Submissions: 30/07/2026 (5 PM)

The tender documents, complete in all respects, should be dropped in tender box kept at the office of the ICAI at the address as under:

ICAI Bhawan, 19-B, Scheme No. 78, Part-2, Indore - 452010

E-mail: indore@icai.in

For any clarification/query, contact numbers: 9303813511/9009770770

PROJECT INFORMATION

Project Name: SUPPLY, INSTALLATION, TESTING &
COMMISSIONING OF VRV/VRF AIR-CONDITIONING SYSTEM AT ICAI
BHAWAN, INDORE

Employer: The Institute of Chartered Accountants of India
Head Office: ICAI BHAWAN, Post Box No.7100, Indraprastha Marg,
New Delhi – 110 002 Ph:011- 39893989, Fax: 011- 30110581

Branch : Indore Branch (CIRC)
Type of Tender: Open Tender

Extent of Site: As per the Site Plan.

Location of Site: ICAI Bhawan, 19-B, Scheme No. 78, Part-2, Indore (MP) - 452010

Existing Conditions: As per site

Terrain: As per site

The Indore Branch of CIRC of ICAI invites tenders from eligible, reputed and experienced contractors for the Supply, Installation, Testing & Commissioning (SITC) of VRV/VRF Air-Conditioning System along with AHU System at ICAI Bhawan, Indore.

A. SITC of VRV/VRF Air-Conditioning System

Supply, Installation, Testing & Commissioning of Variable Refrigerant Flow (VRF/VRV) modular type air-conditioning system complete with outdoor units, controllers and accessories as per approved specifications.

Outdoor Units (ODU)

- Capacity: 28 HP Each
- Quantity: 4 Nos.

The Outdoor Units shall be:

- Operate on environment-friendly refrigerant such as R410A or equivalent.

- Deliver 100% cooling capacity at 43°C ambient temperature and continuous operation up to 56°C.
- Inverter based VRF technology with microprocessor control.
- Include fully inverter scroll/rotary compressors.
- Suitable for long refrigerant piping up to 1000 meters.
- Include oil separator, accumulator and oil recovery system.
- Have anti-corrosive copper condenser coils with aluminum fins.
- Suitable for 415V±10%, 50 Hz, 3 Phase power supply.
- Include internal refrigerant piping, wiring and refrigerant charge.
- Housed in weatherproof powder-coated cabinet.
- Compatible with BMS and AHU to be installed.

B. SITC of AHU System

Supply, Installation, Testing & Commissioning of compatible Double Skin Horizontal Floor Mounted Thermal Break Aluminum Profile Air Handling Unit. Specifications:

- Quantity: 1 No.
- Air Quantity: 36,000 CFM
- Coil Configuration: 4 Coil with VRF connection Compatible with VRF/VRV system to be installed

The AHU shall be complete with fan section, motor, filters, drain tray, insulated panels and all necessary accessories required for proper operation.

Additional Scope of Work

The scope of work shall also include:

- SITC of compatible new electrical panels.
- SITC of copper pipe, connecting cables and drains.

The work shall be executed in complete accordance with approved specifications, safety standards and instructions of the Engineer-in-Charge/ICAI authorities.

:

NIT Ref NO.

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PRESS NOTICE



THE INSTITUTE OF CHARTERED ACCOUNTANTS OF INDIA (ICAI)

(Set up by an Act of Parliament)

Head Office: ICAI Bhawan, Indraprastha Marg, New Delhi – 110 002.

Branch Office: ICAI Bhawan, 19-B, Scheme No. 78, Part-2, Indore - 452010

NOTICE INVITING TENDER

ICAI invites unconditional sealed bids in Two Bid system (Technical bid and Price bid in two separate envelopes) from eligible, experienced and reputed contractors for SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF VRV/VRF AIR-CONDITIONING SYSTEM AT ICAI BHAWAN, 19-B, SCHEME NO. 78, PART-2, INDORE, MADHAY PRADESH - 452010.

Work described in the Tender document in detailed is available at ICAI website www.icai.org & indore-icai.org. The last date of submission of duly filled in Bids is 30/07/2026 up to 5.30 PM.

Secretary, ICAI

INVITATION TO BID

The Institute of Chartered Accountants of India (ICAI) invites unconditional sealed bids in two bid system (Technical Bid and Price Bid in two separate envelopes) from eligible, experienced and reputed Contractors FOR SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF VRV/VRF AIR-CONDITIONING SYSTEM AT ICAI BHAWAN, INDORE. Work described in the Tender document in detailed is available at ICAI website **www.icai.org & indore-icai.org**. **The last date of submission of duly filled in 30/07/2026 up to 5.30 PM.**

Tender document may be downloaded from tender section of ICAI's web site **www.icai.org & indore-icai.org**. The Bidders are required to enclose non-refundable Demand Draft issued from a Public Sector/ Schedule Commercial Bank for Rs. 1000/- plus GST @18% in favor of "**The Secretary, The Institute of Chartered Accountants of India**", payable at New Delhi, towards the cost of Tender Document along with tender, failing which, the tender shall be summarily rejected.

A pre-bid meeting will be held on 24/07/2026 at 4.00 PM at ICAI BHAWAN, 19-B, Scheme No. 78, Part-2, Indore M.P. - 452010.

S. No	Name of work	(in sq.ft.)	Earnest Money Deposit (Rs.)	Time of Completion inclusive of rainy periods and holidays (months)
1	<u>SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF VRV/VRF AIR-CONDITIONING SYSTEM AT AUDITORIUM OF ICAI BHAWAN, INDORE</u>	Aprox. 4800 Sq .ft	100000/-	60 Days

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

RELEVANT INFORMATION AT A GLANCE

A. Name of work:	SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF VRV/VRF AIR-CONDITIONING SYSTEM AT ICAI BHAWAN, INDORE
B. Cost of Tender Documents:	Non-refundable amount of Rs.1000/- (Rupees one thousand only) plus GST @ 18%, in the form of Demand Draft /Pay order, issued by public sector bank/ scheduled commercial bank, favoring "The Secretary, The Institute of Chartered Accountants of India" payable at New Delhi". Instrument for payment of cost of tender shall not be predated from the date of invitation of bid.
C. Availability of Tender forms:	tender form shall be available from 18/17/2026 to 30/07/2026 10:00 Hrs. to 16:00 Hrs. at the website of ICAI i.e. www.icaai.org & www.indore-icaai.org .
D. Earnest Money Deposit (EMD)	<u>Interest free and refundable EMD of Rs 100000.00 (Rupees One lakh only), shall be furnished along with bid, in the form of demand draft/ pay order, issued by public sector/ scheduled commercial bank, favoring the "The Secretary, The Institute of Chartered Accountants of India", New Delhi. The instrument for payment of EMD shall not be of any date prior to the date of publication of notice inviting tender.</u>
E. Pre-Bid Meeting will be held on	24/07/2026 on 4.00 PM 2026 at ICAI Bhawan, Sch. No. 78, Part-2, Indore MP - 452010
F. Last Date & time of receipt of Tender:	Bidders may send the bids at the address given below either by courier/speed post or may dropped in the designated tender Box so as to reach on or before 30/07/2026 UP to 5:30 Hrs.
G. Place of submission of bid:	At ICAI Bhawan, Sch. No. 78, Part-2, Indore MP - 452010
H. Date, time and place of opening of Envelope No.1 i.e. Technical Bid:	The Technical bids shall be opened on 31/07/2026 at 11.00 AM at the above mentioned address in the presence of the authorized representative of bidders/offerors (One representative from each bidder). All the bidders are advised in their own interest to be present on that date at the specified time. No separate intimation will be given in this regard. It is advised to the bidders' representatives to carry/show the authority letter from their respective firm/s to attend the meeting for opening of Technical Bid as well as financial bid (without authority letter, the bidder would not be permitted to attend the meeting). Bids shall be opened even if bidders are not present. In the event, the specified date of bid opening is declared as or happens to be a holiday, the bid shall be opened on the next working day at the specified time at 11.00 AM

I. Date of opening of Envelope No. 2 i.e. Financial Bid:	After evaluating the technical bids on the given Parameters, the financial bids of Technically qualified bidders shall be opened on same day or on any other date at the discretion of ICAI as notified even if bidders are not present. In the event, the specified date of bid opening is declared as or happens to be a holiday, the bid shall be opened on the next working day at the specified time and location.
J. Bid validity period:	The offer of the bidder shall remain valid for a period of minimum 60 days from the date of opening of technical bid which may be further extended by ICAI.
K. Performance Security:	The successful bidder shall be required to furnish to ICAI within 7 days of award of contract, a Performance Security for an amount equivalent to 2 % of the contract amount, in the form of a bank guarantee, issued by a public sector bank/ scheduled commercial bank, drawn in favour of "The Secretary, The Institute of Chartered Accountant of India" New Delhi (valid up to Defect Liability Period plus ninety days thereafter). No interest shall be payable by ICAI on this amount.
L. Retention Money:	A sum equivalent to 2% of the Contract Value shall be retained by deducting 5% from each Running Account (RA) Bill until the total retention reaches 2% of the Contract Value. 50% of the Retention Money shall be released along with the final bill upon satisfactory completion of the work, and the remaining 50% shall be released after the successful completion of the Defect Liability Period, subject to rectification of all defects, if any. No interest shall be payable by the Indore Branch of CIRC of ICAI on the Retention Money.

Note:-

ICAI reserves the rights to reject any tender/ bid at any stage or may completely abandon the whole tender process without assigning any reason. ICAI may also change any condition at any stage and such changes will be notified on the website of the Institute. The bidders are advised to update themselves by frequently visiting the website.

The bid is liable to be rejected if:

- It is not in conformity with the instructions mentioned in the TENDER document.
- It is not properly or duly signed.
- It is received through fax.
- It is received after expiry of the due date and time.
- It is incomplete including non-furnishing the required documents.
- It is evasive or contains incorrect information.
- There is canvassing of any kind
- It is submitted anywhere other than the place mentioned in the TENDER.

Further ICAI reserves the rights to:

- Reject any or all responses received in response to the TENDER.
- Extend the time for submission of all bids.
- Visit the place of work/site/premises of the bidder
- Ascertain information from the third party to which the bidders have rendered their services for execution of similar projects.
- Revise any part of the tender document, by providing a written addendum at any stage till the award of the contract. The ICAI reserves the right to issue revisions to this tender document at any time before the award date. The addendums, if any, shall be published on ICAI's website only.

- To cancel this tender document at any stage without assigning any reasons. In case this tender document is cancelled at any stage then ICAI in such a situation reserves right to withdraw all the communications with any of the bidder(s) in furtherance of this tender document.
- ICAI or its representatives shall not entertain any bidder during the period of the selection of contractor is in process.
- During the process of Technical Evaluation of bids and in any case prior to the opening of Financial Bid, ICAI reserves the right to verify the particulars furnished by the bidder, independently.
- In no case, the request of bidders for change or modification in any terms and conditions related to payment shall be entertained.
- ICAI reserves the right to award contract in full or in part to one or more bidders/ contractor without assigning any reason, whatsoever. ICAI also reserves the right not to accept the lowest bid.
- Bidder should have valid GST registration number and meet all legal requirements.
- The Successful Bidder shall not sub-contract or assign the work or coordinate with any other party/ sister concern, subsidiary, holding etc. without prior written consent of ICAI.
- Bids without accompanying the prescribed EMD shall be summarily rejected.
- Any deviation from the given terms of the Tender Document may lead to rejection of the bid. The complete Tender document along with the documents enclosed therewith should be numbered and cross-referenced/linked with Tender Clause Number.
- Conditional bids are liable to be rejected.

SECTION-I

IMPORTANT INSTRUCTIONS

1. The Invitation to Bid shall form an integral part of the Contract.
2. The Tender form, the eligibility criteria and the detailed time schedule is available in the "Tender/EOI" section on ICAI's web site www.icaai.org and indore-icaai.org.
3. The Bidders shall check the number of pages of all the documents and if they find anything missing or unclear, they must notify ICAI at once for clarification. No liability for errors in the Bid resulting from failure to check the documents will be accepted. If any clarification, addition, alteration or amendments to the drawings or specification be necessary during the tender period, then it will be a part of the contract in the form of an addendum. Such an addendum must be clarified by the contractor and those addendums will be a part of the tender document. The Bidder has to incorporate the entire addendum as and where applicable and the tender not incorporated with the addendum is liable to be rejected.
4. Bidder should not make any alteration in the Tender document including Instructions to Bidders, the Conditions of Contract, the Drawings, Specifications and Quantities. If at any stage, it is found that alterations (s) are made, the bid shall be liable to be rejected and EMD shall be forfeited.
5. Before bidding, in the pre-bid meeting, the Bidder shall satisfy himself fully regarding the nature of the work and get required clarifications from the ICAI. No plea with respect to want of information or clarification on any particular point shall be entertained after the bid has been received.
6. Each page of the tender document is required to be duly signed, stamped and dated by the Bidder's or its authorized representative under whose signature, bid is being submitted.
 - i. If the tender has to be submitted by a Partnership firm/Limited Liability Partnership (LLP), it should be signed by all the partners or by the partner who has the necessary authority on behalf of the firm/LLP to enter into the contract and the bid document shall be submitted along with such power of attorney.
 - ii. If the bid has to be signed on behalf of a company incorporated under the Companies Act, 1956 or Companies Act, 2013 it shall be signed by the Managing Director or one of the Directors duly authorized in this behalf, by resolution of Board of Directors of the Company. A copy of the Memorandum and Articles of Association of the company besides the Board resolution should also be submitted along with the bid.
7. The signature and the address of the authorized person signing the bid document must be attested by one witness. The witness must be a person of status and propriety. His name, occupation, Mobile number and address should be stated clearly below his signature.
8. Along with the submission of bid, the Bidder shall indicate the name(s) of the authorized representative who would be responsible and authorized to discuss, negotiate and provide clarification and receive instruction from the Architect/ ICAI during and the post bid stage.
9. All costs and expenses incurred by the Successful Bidder in any way associated with the development, preparation, and submission of responses, including but not limited to the attendance at meetings, discussions, demonstrations, etc. and providing any additional information required by ICAI, shall be borne entirely and exclusively by the Successful Bidder.
10. The bidder is bound by the rates; he quotes for the various items irrespective of

quantities mentioned in the bid. No revision in rates will be allowed due to variation, alteration, omissions, modifications of the quantities put to tender.

11. If the contractor fails to quote rate for any particular item in the bid, the rate for that particular item will be treated as zero and contractor shall be liable to execute that item at zero rate, for a quantity limited up to the quantity given in the tender. The rates quoted by the Bidder shall be deemed to include the cost of all site visits, loading, transportation to the site, unloading, handling, sorting and storage under cover, assembling or joining of components, incorporation or fixing of materials in the Works, and all preparatory, incidental and ancillary works of whatsoever nature required for the proper execution and completion of the Works. The quoted rates shall also include the cost of packing, loading, unloading, returning empty cases or containers to the place of issue, and all expenses towards travel, boarding, lodging, local conveyance and all other incidental charges of the Contractor's personnel. No additional payment shall be admissible on these accounts.
12. The bidder shall inspect the site to acquaint himself with the nature of work, local conditions, facilities of transport conditions, effective labor and materials, access and storage for materials and removal of rubbish etc. The bidder shall provide in the bid for the cost of carriage freight and other charges and also for any special difficulties for proper execution of work, before quoting his rates.
13. The quoted rates shall include all taxes and will be for all heights, lifts, leads and depth except where otherwise specified in the item of work. Quoted rates shall include all materials & provision of all scaffolding, hoists, tools and tackles and other plants, shuttering profiles and all other equipment's/materials required for proper execution of the work.
14. If the contractor quotes different rates for same item at different places, then lowest rate will be considered for all the purposes.
15. The rates quoted by the Bidder shall be inclusive of all applicable taxes, octroi (where applicable), toll, sales tax, professional tax, works contract tax, labour cess, labour insurance, royalties, Goods and Services Tax (GST), and any other statutory taxes, duties, cess or levies, as applicable. All such taxes and levies shall be borne and paid by the Contractor. ICAI shall not entertain any claim whatsoever on this account.

Before submitting bid, the bidder is advised to visit, **ICAI Bhawan, 19-B, Scheme No. 78, Part-2, Indore - 452010** on any working day between (10.00 AM to 5.00 PM) to see and assess the existing condition along with Quantum and Nature of works to be executed.

16. The scale of Amount payable for the said work shall include all the works mentioned in the Scope of Work.

Bids containing false and/or incomplete information are liable to be summarily rejected. The ICAI reserves its right to obtain the Confidential Reports from the clients of the bidders and inspect the similar works already executed to verify the various details and the credentials furnished by the Bidder and the Bidder shall facilitate the same.

VALIDITY PERIOD- The Bids/offer should remain valid at least for a period of sixty days (60 days) from the date of opening of Technical Bids. During the validity period of the offer, the bidder should not withdraw/modify the offer in terms of price and other terms and conditions quoted in the Technical and Financial bids failing which Earnest Money Deposit paid by him shall be forfeited forthwith, without assigning any reason thereof. In case, validity period needs to be extended for final shortlisted bidder, the same may be done, if both parties mutually agree.

17. The Bidder shall write the amount in numbers as well as in words. In case of any discrepancy between the amounts mentioned in figures and words, amount written in words shall prevail.
18. For any queries or clarification, the applicants may contact ICAI Bhawan, **Scheme No.78, Part-2, Indore - 452010** on any working day between (10.00 AM to 5.00 PM) at Phone No. 9303813511 or email at indore@icai.in.
19. The Institute of Chartered Accountants of India reserves all rights at any time to reject any or all tender / Bid at any stage and/or time, fully or partly for whole process and/or for particular Bidder and also reserves all rights at any time to add, alter, modify, change, edit & delete any item and/or condition at any stage and/or time or vary all or any of these terms and condition or replace fully and/or partly for whole process and/or for particular Bidder or vary all or any of these terms and conditions or replace without assigning any reasons whatsoever. In this regard, the decision of the Institute shall be final and binding on all the bidders.
20. ICAI has the right to inspect or take assessment report from outside professional/engineer which would be binding on the Bidder. This assessment is necessary for qualifying for the technical bid.
21. Architect/ICAI reserves its right to inspect the sites any time as per its discretion and the contractor shall not object to such inspection.
22. ICAI or its representatives shall not entertain any Bidder during the period of the selection of Successful Bidder/ Service Provider is in process.
23. The successful bidder shall complete the entire work within **45 (Forty-Five) days** from the date of issuance of the Work Order/Work Contract. Any delay beyond the stipulated completion period may attract penalties as per the terms and conditions of the tender.
24. The successful bidder shall submit a detailed Completion Schedule / Program in the form of Microsoft Project chart identifying the important milestones/ activities involved and working out the resource planning/scheduling for main items, within 7 days of issue of Letter of Intent/ Work Order, with modifications, if any, suggested by the ICAI, which shall form an integral part of the agreement and shall be adhered to for final and satisfactory completion of entire work within the agreed time frame.
25. The contractor shall follow the detailed program for all the items of the work and such program will be part of the contract and shall be binding on the contractor. The program may be modified by the ICAI, in consultation with the contractor, but subject to the time limits specified in the bid.
26. Any part of the works shall not be sub-contracted to a third party without the prior written approval of the ICAI/ Architect/ PMC. Sub-contracting of works, if any, will mainly be restricted to specific items like Waterproofing, Anti-termite treatment etc. as mutually decided between the ICAI/ Architect and the Contractor.
27. As soon as the work is awarded, the contractor shall submit a list of subcontractors and details of their work profile for specialist works such as Anti-Termite Works, Water proofing works, Stone Flooring works, Painting works, POP works, Wood works, Plumbing works, Metal works etc. to whom works are proposed to be sub-contracted along with their letter of consent for the approval of the Institute. Only ICAI's approved agencies will be permitted to undertake the work.
28. No interest shall be payable on EMD, Performance Security, retention money or on any delayed payments of any bill etc., at any stage.
29. The details, information, drawings, specification of material etc. being provided with the bid documents are the absolute and exclusive property of the ICAI. The

Bidders are not authorized or permitted to copy or otherwise reproduce the document in any way or convey to any third party, any information contained in the bid documents or drawings. The Bidders has to maintain strict confidentiality.

30. AMENDMENT OF TENDER DOCUMENT

- a. ICAI may, for any reason whether at its own initiative or in response to the clarification requested by the prospective Bidder, issue amendment in the form of addendum / corrigendum during the Bidding period and subsequent to receiving the bids.
- b. Any addendum / corrigendum thus issued shall become part of Tender document and the Bidder shall submit 'original' addendum/corrigendum duly signed and stamped in token of his acceptance.
- c. For addendum issued during the Bidding period, Successful Bidder shall consider the impact in his Bid. For addendum issued subsequent to receiving the Bids, Successful Bidder shall follow the instructions issued along with addendum with regard to submission of impact on quoted price / revised price, if any.
- d. Corrigendum/Addendum, if any, shall be communicated through ICAI's website only. Intending bidders are requested to visit ICAI's website regularly, till last day of submission.

31. DOCUMENTS COMPRISING THE BID

- a. ICAI intends to fully evaluate the Technical and Financial submissions, therefore, Bidder is advised to furnish the complete and correct information required for evaluation of his Bid in given format only. If the information / documentation forming basis of evaluation is found incomplete/ Incorrect, the same may be considered adequate ground for rejection of the bid. The Bidder shall arrange his bid in the following order:

I. PART-I TECHNICAL PART (BID)

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

- a) Submission of Covering letter along with Tender Document duly signed and sealed, on the letter-head of bidder, Demand Draft against the cost of Tender and Earnest Money Deposit and its details.
- b) Power of Attorney, Authorization letter, Board Resolution etc., as the case may be, in favour of authorized signatory of the Successful Bidder.
- c) Organization details:
 - In case of a proprietorship firm, the name and address of proprietor, and attested copy of 'Certificate of registration of firm'.
 - In case Bidder is a partnership firm, attested copy of the Partnership Deed.
 - In case of Company, attested copy of the 'Certificate of Incorporation' together with attested Memorandum / Articles of Association, along with certified copy of the Board Resolution for decision of the Company to participate in bids.

- The Bidder, if firm or LLP or company, shall in its forwarding letter mention the names of all the partners of the firm/LLP or the Directors of the company (as the case may be) and the name of the partner/Director who holds the power of attorney authorizing him to conduct transaction on behalf of the firm or company.
- d) **Composition of the Bidder**—Full particulars (whether Bidder is an individual, or a firm, or a company etc.) of the composition of the Bidder in detail should be submitted along with name(s) & address(es) of the partners/copy of the Articles of Association /Power of Attorney/ Certificate including by-laws of the Firm, any other relevant document in prescribed format.
 - e) **Work experience & completion of similar works during the specified period** Copies of the detailed work orders indicating date of award, value of awarded work, time given for completing the work, etc and the corresponding completion certificates indicating actual date of completion and actual value of executed similar works should be enclosed as proof of the work experience.
 - f) **Details of completed works** —The client-wise names of work(s), year(s) of execution of work(s), awarded and actual cost(s) of executed work(s), completion time stipulated in the contract(s) and actual time taken to complete the work(s), name(s) and full contact-details of the officers /authorities /departments under whom the work(s) was/were executed should be furnished. ICAI may independently verify such claims.
 - g) **Credit worthiness of the Tenderer and its turnover during the specified period** —Copy of certified Audited Balance sheets & Profit and Loss Account duly certified by the Chartered Accountant of last 3 financial years should be enclosed ending on 31st March 2025.
 - h) Copy of Permanent Account Number (PAN) for income tax purpose.
 - i) Registration certificate of GST.
 - j) Copy of ITR filed by the bidder for the financial years 2022-23, 2023-24 and 2024-25
 - k) Duly Filled Evaluation formats, Forms, Bank Guarantee formats and Declarations, as applicable.
 - l) Any other relevant document(s), if any.

II. PART-II PRICED FINANCIAL PART (PRICE BID)

- a) Priced-financial Part shall be submitted duly filled in the given format as provided in this Tender Document.
- b) No stipulation, deviation, terms & conditions, presumption, basis etc. shall be stipulated in Price part of Bid. ICAI shall not take cognizance of any such statement and may at their discretion reject such price bids.
- c) Price bids of only those Bidders, whose technical capability is found acceptable / satisfactory and suitable for this work based on the details submitted in Envelope No. 1, will be opened.

32. SUBMISSION OF BID

I. SUBMISSION IN TWO SEPARATE ENVELOPS

The Envelope No. 1 (Technical Bid) and Envelope No. 2 (Financial/Price Bid) shall be sealed by the Bidder in separate covers duly superscribed as "Technical Bid" and "Financial/Price Bid" respectively. The above two sealed envelopes, namely (1) Technical Bid and (2) Financial/Price Bid, shall thereafter be placed in another envelope (3) Master Envelope and sealed (i.e., Envelope marked as "3" shall contain the two envelopes marked as "1" and "2").

The Master Envelope shall be superscribed as:

"BID FOR Appointment of Contractor for Supply, Installation, Testing & Commissioning (SITC) of VRV/VRF Air-Conditioning System and AHU System for ICAI Bhawan, "

- a. The full name and address of the Bidder and the name of the authorized person delivering the sealed cover containing the Bid shall be written on the bottom left-hand corner of the Master Envelope. The sealed envelope shall be properly addressed and shall be submitted by Speed Post/Courier or may be dropped in the designated Tender Box kept for this purpose. The date and time of receipt of the Bid shall be final and binding in all cases. The Bidders shall ensure that their Bid is received by ICAI before the last date and time prescribed for submission of Bids.
- b. No delay on account of any reason whatsoever shall be entertained. Bids received after the prescribed date and time shall not be considered and shall be returned unopened. Bids submitted through Fax, E-mail or any other electronic mode shall not be accepted.
- c. During the bid validity period, the Bidder shall not withdraw or modify its Bid, including the quoted prices or any terms and conditions. Where required, the validity period may be extended with the mutual written consent of ICAI and the Bidder.
- d. All columns of the Tender Document shall be duly filled in and no column shall be left blank. Wherever applicable, the words "Nil" or "Not Applicable" shall be indicated. All pages of the Tender Document, including drawings, appendices, corrigendum/addendum and other enclosures, shall be duly signed and sealed by the authorized signatory of the Bidder. Any overwriting, cutting or correction shall be duly authenticated by the authorized signatory. ICAI reserves the right to reject any Bid which is incomplete or contains incorrect or misleading information.

PART-I- SEALED TECHNICAL PART

This part shall contain Technical Bid. This envelope shall comprise of the signed copy of Tender Documents, addendum (if any), all the relevant information as listed for submission under Para 42- I. of this Tender Document. The Techno- commercial bid disclosing prices shall be summarily rejected.

- a) First of all, Envelope No. 1 i.e., Technical Bid shall be opened in the presence of bidder/its representative who would like to attend whether virtually or physically at the time and venue of opening to verify its contents as per tender requirements.
- b) During evaluation, ICAI may request Bidder for any clarification on the bid or may call for any additional documents. Bidder shall submit all additional documents in one original and one copy thereof. Techno-commercial discussions with Bidder shall be arranged, if needed. Bidder shall depute his

authorized representative(s) for attending the discussion. The representative(s) attending the discussions shall produce authorization from his organization to attend the discussions and sign the minutes of meeting on behalf of his organization. The authorized representatives must be competent and empowered to settle all technical and commercial issues.

- c) If the documents contained in this envelope do not meet the requirements of the ICAI, a note will be recorded accordingly by the tender opening authority and the said bidder's Envelope No. 2 (Price Bid) will not be considered for further action.
- d) The date of opening of Envelope No.2 (Price Bid) shall be decided and communicated well in advance to all the bidders whose credentials meet qualifying requirement as per Invitation to Bid and are acceptable to ICAI.

II. Part-II —Sealed Financial/Price Part

“Financial Bid for appointment of Contractor for Supplying and Installation & Commissioning of SITC of VRV/VRF Air-Conditioning system”

Name and Address of Successful Bidder: _____

- a) This part of the Bid shall contain the Financial Bid. The envelope shall comprise of the Schedule of Rates, duly filled in all respects, and other information specifically requested for submission in price part under Para 42- II of this Tender Document.
- b) The envelope shall have the following information clearly written on outside of the envelope, failing which ICAI will assume no responsibility for the misplacement or premature opening of the bid.

III. Address to which bids are to be sent (Speed Post/ or may drop in the Tender Box kept at the given address for this purpose)

**The Chairman
INDORE BRANCH OF CIRC OF ICAI
ICAI Bhawan, Plot No. 19-B, CA Street, Scheme No.
78, Part-2, Indore M.P. 452010**

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

33. PRE-BID MEETING: - on 24.07.2026 at 11.00AM

34. BID OPENING, EVALUATION PROCESS AND SELECTION PROCEDURE

A. Bid Opening:

- The Technical Bids will be opened on 31.07. 2026 at 11.00 AM in the ICAI Bhawan, 19-B, Scheme No. 78, Part-2, Indore – 452010, in the presence of the prospective bidders, if they wish to be present.
- The Bidders who are present, shall have to produce Authorization Letter from the agency/firm/LLP before the Tender Evaluation Committee.
- The Financial Bid of the Successful Bidders, who have been found technically qualified, will be opened at a later date and informed separately.

B. Evaluation of Bids:

(i) All the bids received in response to this Tender Document shall be evaluated in two phases. Initially Technical Bids shall be opened and evaluated. Those bidders who may satisfy the technical requirements of the work, as per the requirements/specifications and the terms and conditions listed in this Tender Document, shall be short-listed.

(ii) The Financial bids shall be opened only for the short-listed Bidders who have qualified in the Technical Bid. It shall be opened in presence of representatives of technically eligible Bidders, who may wish to be present. ICAI shall inform the date, place and time for opening of financial bid.

(iii) To facilitate examination, evaluation and comparison of Bids, ICAI may seek written clarifications from the Bidders, including the breakup of quoted unit rates. Such clarification shall not permit any change in the quoted price or the substance of the Bid, except for correction of arithmetic errors determined by ICAI during evaluation.

(iv) Further, ICAI may constitute Evaluation Committee to evaluate the Bids submitted by Bidders for a detailed scrutiny. Subject to terms mentioned in the Tender Document, a multi-stage process, as explained below, shall be adopted for evaluation of Proposals submitted by the specified date and time.

35. In case of incomplete submissions of bid or application, ICAI shall be under no obligation to give the Bidder/ applicant an opportunity to make good such deficiencies and ICAI shall at its discretion treat such bids as incomplete and shall not consider the same for further evaluation.

36. Any Joint Venture / Consortia of firms shall not be allowed to participate in the Bidding process and if anything, contrary to it is found at any stage, before and/ or after award of work, the EMD and / or any other sums payable to such Joint Venture/ Consortia shall stand forfeited. Further, Contract, if already awarded, without the prejudice of any other rights or remedy available to ICAI under any of the clauses of this Tender Document, shall stand terminated and

the EMD/ Bank Guarantee/ Performance Security shall be forfeited. EARNEST MONEY DEPOSIT (EMD)

- a. Interest free and refundable **Earnest Money Deposit of Rs. 100000/- (Rupees one lakh only)** shall be submitted along with the bid in the form of DD/ Pay Order issued by Public Sector/Scheduled Commercial Bank, drawn in favour of "**The Secretary, The Institute of Chartered Accountants of India**", Payable at **New Delhi**, to be placed in Envelope no. 1 (Technical Bid) only. EMD through FDR is not permitted.
- b. The EMD is required to be submitted by all the bidders. Any bid not accompanied by an Earnest Money (Bid Security) , shall be rejected by ICAI as non – responsive.

Section-II ELIGIBILITY CRITERIA

General Eligibility

The invitation to respond to this Tender Document is open to such qualified and reputed Contractor which are registered and have their Registered Office in India along with the General Eligibility criteria, the Contractor has to satisfy the following criteria:

1. Bids from Joint ventures will not be accepted.
2. The Successful Bidder should preferably have office/service support setup in Indore or Madhya Pradesh for prompt after-sales service.
3. The Successful Bidder shall have minimum average annual turnover of Rs.100.00 lakhs during last three financial years ending on 31st March, 2025. Copies of the Income Tax Return or duly audited P&L Account and Balance Sheet duly certified by the Chartered Accountant must be enclosed with the Tender Document.
4. The Successful Bidder shall have successfully completed at least three works of designing, erection & commissioning of (1) Central Air-conditioning/ SITC of VRV/VRF Air-Conditioning system- SITC of Outdoor units total capacity 160 HP or (2) SITC OF AHU SYSTEM – Compatible Double skin horizontal floor mounted thermal break AI profile air handling unit with VRF connection. Air quantity - 36000 CFM.

Or

The Contractor firms need to have executed a minimum of 2 projects of minimum 160 HP Capacity at a recognized institution in the last 5 years.
5. The Successful Bidder shall have minimum 5 year's experience as Practicing Contractor in the VRV/VRF Industry.
6. There should be no litigation /arbitration pending against the Proprietor/Firm/Partner or the Company (Bidder) during the last 5 years.
7. The Bidder should not have been blacklisted by any government department /PSU/Statutory body/corporate body during last three years. A Declaration to this effect be enclosed with the bid.
8. Even though the bidder meets the specified criteria, he may be disqualified if he has:
 - a. Made untrue or false declaration in the forms, statements and attachments submitted in proof of its eligibility.
 - b. Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, poor workmanship or financial failure, etc.
 - c. If the bidder is overbooked beyond his capacity to execute the work as per required schedules.

Section III - SCHEDULE OF SCOPE OF WORK/SERVICES

Bill of Quantity –

A- SITC of VRV/VRF Air-Conditioning system -Supply, Installation, Testing & Commissioning of Variable Refrigerant Flow modular type air-conditioning system. The system shall be complete with outdoor units and individual controller as per detail given in specifications and having following items-

Sr. no.	Description of material	Qty	Unit
1	SITC OF Outdoor units:- 28 HP VRF air conditioning system, outdoor unit (ODU) complying standards working on HFC free refrigerant R410A or other required/suitable green equivalent refrigerant, for cooling capacity delivering 100% at 43°C and non-stop cooling even at 56°C, modular type horizontal/vertical hot air discharge suitable for total piping length upto 1000 metre operation in cooling mode with inverter based VRF technology microprocessor based control compressor starter/control panel complete with fully inverter scroll/rotary, air cooled anti-corrosive copper condenser coil suitable shape for increasing maximum heat transfer area, built in oil separator, accumulator and oil receiver, copper tube aluminium fin air cooled condenser, condenser fan with motor suitable for 415V $\pm 10\%$, 50 Hz, 3 phase power supply, internal copper refrigerant piping, internal wiring and first charge of refrigerant, etc. all housed in powder coated weather proof cabinet on provided angle iron frame or suitable foundation connected to the system in approved manner complete. Unit shall be equipped with oil recovery system to ensure stable operation with long refrigerant piping. The unit shall be compatible for BMS operation and AHU system	4	No.
2.	B - SITC OF AHU SYSTEM - Compatible Double skin horizontal floor mounted thermal break AI profile air handling unit – 1 No. Containing 4 coil with VRF connection. Air quantity - 36000 CFM	1	
4.	Supply of Panel compatible to SITC of VRV/VRF Air-Conditioning system and AHU System to be installed		
Total			

1. The CONTRACTOR shall carry out and complete the said work in every respect in accordance with this contract as per Specifications / applicable IS codes and with the directions and to the satisfaction of the ICAI and Architect.
2. The contract shall include all labour, materials, tools equipment and transport which may be required for, the full and entire execution and completion of the works and shall unless otherwise stated, include wastage and materials, carriage and cartage, carrying of empties, hoisting, setting, fitting and fixing in position, testing and commissioning of aforesaid work in accordance with good Engineering practice and recognized principles.
3. The contractor shall provide everything necessary for the proper execution of the works according to the intent and meaning of the specifications and drawings taken together whether the same may or may not be particularly shown or described therein provided that the same can reasonably be inferred there from and if the Contractor finds any discrepancy in the specifications and drawings or between the drawings, he shall immediately and in writing refer the same to the Architect and ICAI who shall decide which is to be followed, subject to provisions in the contract.

4. The contractor shall be deemed to have satisfied himself as to the nature of the site, local facilities of access and all matters affecting the entire execution and completion of the works. No extra charges consequent on misunderstanding or otherwise will be allowed.

LETTER OF INTENT/ WORK ORDER:- The Letter of Intent/ Work Order will be issued by the ICAI to the successful bidder. Handing over of site and Date of Commencement of the work shall be Ten days from the date of issue of this letter.

SECTION - IV

SCHEDULE OF PAYMENTS

- A.** 90% against proforma Invoice issued against SITC VRF/VRV Air Conditioning System
- B.** 50% against proforma Invoice issued against SITC of AHU System.
- C.** 40% Final Invoice against delivery of SITC of AHU System.
- D.** Balance payment after 15 days – successful running and effective working of AC System and AHU.

SECTION – V - EVALUATION CRITERIA:

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

The initial criteria prescribed will first be scrutinized and the bidder's eligibility for the work to be determined. The bidders qualifying the initial criteria will be further evaluated for following criteria by scoring method on the basis of details furnished by them.

a)	Financial strength	(Form 'A' & 'B')	Maximum 25 marks
b)	Experience in similar nature of work during last five years	(Form 'C')	Maximum 20 marks
c)	Performance Report of works	(Form 'D') – Time overrun	Maximum 20 marks
d)	Performance on works	(Form 'E') – Quality	Maximum 15 marks
e)	Personnel and Establishment	(Form "F"&"G")	Maximum 20 marks
Total			100 marks

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

CRITERIA FOR EVALUATION OF THE PERFORMANCE OF CONTRACTORS

	Attributes	Evaluation	
(a)	Financial strength (25marks) (i) Average annual Turnover 2 marks (ii) FD of Rs. 1.00 Lakh 5mark	(i) 60% marks for minimum eligibility criteria (ii)100% marks for twice the minimum eligibility criteria or more In between (i) & (ii) – on pro-rata basis	
(b)	Experience in similar (20marks) Class of works	(i) 60% marks for minimum eligibility criteria (ii)100% marks for twice the minimum eligibility criteria or more In between (i) & (ii) – on pro-rata basis	
(c)	Performance Report of works (20marks) (time over run)		
	Parameter Calculation For points	Score	Maximum Marks
	If TOR= (i) Without levy of compensation (ii)With levy of compensation (iii)Levy of compensation not decided	00 2.00 3.00 >3.50 20 15 10 10 20 5 0 -5 20 10 0 0	20
TOR=AT/ST, where AT=Actual Time; ST=Stipulated Time. Note: Marks for value in between the stages indicated above is to be determined by straight line variation basis.			
(d)	Performance on works (Quality) (15marks)		
	(i) Very Good (ii) Good (iii) Fair (iv) Poor	15 10 5 0	
(e)	Personnel and Establishment (Max.20marks) (i) Graduate/Diploma Engineer (ii) Supervisory/Foreman	10 marks 10 marks	

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3. Form C	Details of all works of similar Class completed during the last five years ending last day of the month.	24
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5. Form E	Performance Report of work referred to in Forms C and D	25
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SECTION VI - EVALUATION FORMATS

FORM 'A' FINANCIAL INFORMATION

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

Year	Profit/ Loss	Turnover	Remarks
2021			
2022			
2023			
2024			
2025			

II. Financial arrangements for carrying out the proposed work:

Signature of Chartered Accountant with Seal
Bidder(s).

Signature of

FORM "B"

FORM OF BANKERS' CERTIFICATE FROM A SCHEDULED BANK

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

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

(Signature) For the Bank

NOTE

- (1) Bankers certificates should be on letter head of the Bank, sealed in cover addressed to tendering authority.
- (2) In case of partnership firm, certificate should include names of all partners as recorded with the bank.

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

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

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

Signature of Bidder(s)

FORM 'D'
PROJECTS UNDER EXECUTION OR AWARDED

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

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

Signature of Bidder(s)

FORM 'E'

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

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

Dated:

Executive Engineer or Equivalent

FORM "F"

STRUCTURE & ORGANISATION

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

Organisation/Place of registration

Registration No.

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

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

Signature of Bidder(s)

FORM 'G'

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

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

Signature of Bidder(s)

FORM "H"

**Statement of
Arbitration and
Disputes**

S.No.	Name of work /project and location	Name and address/telepho ne number of officer to whom reference may be made	Name of clien t	Cost of work in crore s	Nature of disput e	Award of Arbitratio n	Remarks

Signature of Tenderer(s)

SECTION - VII

GENERAL CONDITIONS OF CONTRACT

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1. INTERPRETATIONS

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

- | | |
|---|---|
| a) ICAI | Shall mean "The Institute of Chartered Accountants of India, New Delhi" and shall include their representative/s assignees or successor/s. |
| b) TENDERER/
BIDDER | Tenderer/ Bidder shall be the firm/ company/ individual who submit the bid against the Invitation to Bid. |
| c) CONTRACTOR | Means the individual or firm or Company, whether incorporated or not, undertaking the works and shall include legal representatives of such individual or firm or company, or the successors of such individual or firm or company and the permitted assignor of such individual or firm or Company. |
| d) SUB-
CONTRACTO
R | Sub-contractor shall mean the person/ firm/ company named by the contractor whom a part of contract has been sub-contracted with the prior written permission of ICAI and shall include his heirs/ successors/ legal representatives/ assignees. |
| e) SITE | Shall mean the site of the contract works including any building and erections thereon and any other land (inclusive) as aforesaid allotted by the ICAI for the Contractor's use. |
| f) PROJECT
MANAGEMENT
CONSULTANT
(PMC)/
ENGINEER
IN CHARGE | Shall mean ARCHITECT/officer of the ICAI or his authorized representative. |
| g) THIS CONTRACT | Shall mean the tender, its acceptance, the Articles of Agreement, the Appendix, the Schedule of Quantities, Specifications, addendum, corrigendum and the drawings pertaining to the work. |
| h) NOTICE IN
WRITING | Notice in Writing or written notice shall mean a notice in writing, typed or printed (unless delivered personally or otherwise proved to have been received) by post to the official/business address or registered office of the addressee and shall be deemed to have been received in the ordinary course of post. |
| i) CONTRACT
PRICE/ RATE | Contract price/ rate shall mean the prices/rates discovered through the tender process including any negotiated rate/ price, of the accepted bid. |
| j) ACT OF
INSOLVENCY | Shall mean any Act of insolvency as defined by the Insolvency and Bankruptcy Code or any other law for the time being in force. |

k) IS	Shall mean Indian Standard as issued by the Indian Standard Institution. Wherever reference is made to "IS" it shall mean the relevant "IS" code on the subject with latest edition as amended till date of submission of bid.
l) PROPERTY, ICAI OWNERSHIP & POSSESSION"	The assets being created under this contract as stipulated in the schedule will be the 'Property' belonging to the ICAI. The ownership of the site and property will vest with the ICAI throughout the performance of this contract from the beginning up to its completion or determination or termination or cancellation and beyond.
m) MONTH	Month shall mean from the beginning of the given date of a calendar month to the end of the preceding date of the next calendar month.
n) WEEK	Week shall mean seven consecutive days including holidays in between.
o) AWARD	Award shall mean the written acceptance of the bid by the ICAI
p) DAY	Day means a day of twenty four hours from midnight to midnight irrespective of no. of hours worked in that day.
q) WORKING DAY	Working Day means any day other than that prescribed by the Central Government by notification in the Gazette of India as being a holiday and consists of the number of hours for labour as commonly recognized by ICAI in the trade and in the district where the work is carried out.
r) CONSTRUCTION PLANT	Constructional Plant shall mean all appliances or things of whatsoever nature required in or about the execution and maintenance of the Works but does not include the materials or other things required /intended to form or forming part of the Works.
s) PERFORMANCE SECURITY	Performance Security shall mean the security submitted by the Contractor in the form of Bank Guarantee for satisfactory performance of the contract.
t) WORK OR WORKS	Work or Works mean the works by virtue of the contract contracted to be executed, whether temporary or permanent, and whether original, altered, substituted or additional.

u) u) Defect Liability
Period

The defect liability period shall be minimum one year from the date of satisfactory completion and handing over the job by the contractor or two months after the last rectification or replacement of work, whichever is later. During the defect liability period, if any damage occurs, same shall be rectified/replaced by the contractor free of cost. If the contractor does not attend for rectification/replacement within specified time periods, the same shall be executed by the Institute at the risk and cost of the contractor and the amount of expenditure including the overhead of the Institute will be recovered from the Performance security retained by the Institute.

1.1 CONDITIONS PRECEDENT

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

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

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

1.2 REPRESENTATIONS AND WARRANTIES

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

- (i) It is capable of performing its obligations under this Tender Document.
- (ii) It is qualified, experienced, competent and has necessary licenses and permits from the appropriate authorities to deliver the services under this tender document.
- (iii) The bidder shall have the financial capabilities to undertake the proposed Project in accordance with the terms of this Tender.
- (iv) In providing the Services, it shall use reasonable endeavors not to cause any disruption to ICAI's normal functioning.
- (v) The information furnished in the Tender documents is true and accurate in all respects and nothing is withheld suppressed or mis-represented.
- (vi) The execution, delivery and performance of Agreement arising out of this Tender shall not conflict with, result in the breach of, constitute a default by any of the terms of its Memorandum or Articles of Associations or under any Applicable Laws or any covenant, contract, agreement, arrangement, understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected.
- (vii) 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 adversely effect its performance under this Tender.
- (viii) No fact or circumstance or legal proceedings exists which may give rise to such proceedings that would adversely affect the performance of its obligations under this Tender or ensuing Agreement.
- (ix) It has complied with Applicable Laws and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which or may have an Adverse Effect on its ability to perform its obligations under this Tender or ensuing Agreement.
- (x) Its personnel have the necessary experience, skill, knowledge and competence to perform the services, to be rendered under the Tender document.

- (xi) No sums, in cash or kind, have been paid or shall be paid, by it or on its behalf, to any person by way of fees, commission or otherwise in connection with this Tender or for influencing or attempting to influence any officer or employee or any person associated with ICAI in any manner whatsoever in connection therewith.

1.3 APPLICATION

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

1.4 TENDER CLARIFICATIONS

During pre-qualification and technical evaluation of the bids, ICAI may, at its sole discretion, ask Bidders for clarifications on their bid. The Bidders shall respond within the time frame prescribed by ICAI.

1.5 AMENDMENTS IN TENDER

At any time prior to the last date for submission of bids, ICAI may for reasons to be recorded in writing, modify the Tender terms. Any changes to the RFP shall be made, posting the same at ICAI's websites www.icai.org and and if the amendments are notified after submission of the Bids, the bidders shall follow the instructions as may be issued by ICAI with regard to impact on quoted price/revised price, if any.

ICAI may issue amendment in the form of addendum or corrigendum during the Bidding period and subsequent to receiving the bids. Any addendum or corrigendum issued shall be treated as part of the Tender document.

Corrigendum/Addendum, if any, shall be communicated through ICAI's website only. Intending bidders are requested to visit ICAI's website regularly, till last day of submission.

1.6 DISQUALIFICATIONS

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

1.7 LAST DATE FOR SUBMISSION OF BIDS

Bids, complete in all respects must be received by ICAI through the prescribed mode at the address and by the date and time specified in the Tender. Bids received after the last date of submission are liable to be rejected.

1.8 SUFFICIENCY OF TENDER

- (i) Bidder must get acquainted with the proposed work and requirements, conditions of contract, services and other tender documents carefully before tendering. No request of any change in rates or conditions for want of information on any particular point shall be entertained after receipt of the bids. In case of any discrepancies or uncertainty concerning anything contained in the tender documents, the bidder shall obtain the ICAI's clarification and quote his rates accordingly. No claim for additional payment shall be entertained, if the bidder fails to comply with this requirement.
- (ii) No extra charges consequent upon any misreading or misinterpretation of the tender document by the bidder is permissible.

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

1.9 LAWS GOVERNING THE CONTRACT

i)The original and duplicate copies of the contract shall be signed by the ICAI and the Contractor or their accredited representative. The original shall be kept in the safe custody of the ICAI and the duplicate copy shall be handed over to the Contractor. One certified true copy of the Contract shall remain in the custody of the Architect.

ii)The Contractor, on signing of the contract, shall be furnished a copy thereof by the ICAI, free of cost, with one certified true copy of the Contract and two copies of all drawings issued during the progress of the work. Any further copies of such drawings required by the CONTRACTOR shall be paid for by him. The CONTRACTOR shall keep one certified copy of the contract and all drawings on the work site and the ICAI/Architect, or his representative shall at all reasonable times have access to the same.

1.10 DISCREPANCIES AND ADJUSTMENT OF ERRORS

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

1.11 LETTER OF INTENT/ WORK ORDER

The Letter of Intent/ Work Order will be issued by the ICAI to the successful bidder. Handing over of site and Date of Commencement of the work shall be **7** days from the date of issue of letter of intent.

1.12 MS PROJECT SCHEDULE FOR EXECUTION OF WORK

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

1.13 DATE OF COMMENCEMENT AND COMPLETION

The Contractor shall be allowed admittance to the site on 'Date of Commencement' which will be 7 days from the issue of Letter of Intent/ Work Order by ICAI and shall there upon begin the works and shall regularly proceed so as to complete the same on or before the 'Date of Completion' subject, nevertheless, to the provision for extension of time contained hereinafter. Date of Completion is the date or dates for completion of the whole or any part of the works set out in or ascertained in accordance with the individual work order or the tender documents or any subsequent amendment thereto as provided in the conditions.

1.14 MOBILISATION ADVANCE

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

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

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

1.15 EARNEST MONEY DEPOSIT (EMD)/ BID SECURITY

- (i) Interest free and refundable Earnest Money Deposit (EMD) of **Rs. 100000/- (Rupees one lakh Only)** shall be submitted by all the bidders along with the bid in the form of Demand Draft/ Pay Order drawn in favour of **"The Secretary, The Institute of Chartered Accountants of India, payable at New Delhi**. The EMD should be placed in Envelope No. 1 (Technical Bid) only. No FDR is permitted.
- (ii) The instrument for submission/ payment of tender fee and EMD should not be predated to the date of invitation of Bid.
- (iii) EMD must be submitted by all the bidders. Any bid not accompanied by an Earnest Money Deposit (Bid Security) shall be rejected by ICAI as non-responsive.
- (iv) The amount of earnest money will be refunded to the unsuccessful bidders without any interest within 30 days from the date of award of contract to the successful bidder. In case of the successful bidder, EMD shall be refunded after furnishing the Performance Security in the form of Irrevocable Bank Guarantee issued by a Public Sector Bank/ Scheduled Commercial Bank drawn in favour of The Secretary, the Institute of Chartered Accountants of India. If successful bidder does not furnish the Performance Security in the prescribed time limit and/ or does not execute a valid Agreement within specified time, his earnest money deposit shall be forfeited by ICAI.
- (v) No interest would be paid by ICAI on Earnest Money Deposit.
- (vi) In addition to other provisions, terms and conditions mentioned herein, the EMD shall be liable to be forfeited in any of the following conditions also:
 - a) The Bidder unilaterally modifies its application price or places any additional condition or request to change any of the terms and conditions of the Tender document or Letter of Intent/Work order any time after submission of Bid including after being declared as successful bidder.
 - b) The Bidder withdraws its/ his offer during the bid validity period or on non- acceptance of Letter of Intent/ work order by the successful Bidder.
 - c) Successful bidder fails to commence the work within the stipulated time.
 - d) The Bidder is found to be indulged in Canvassing or indulged in Fraud, Corruption, Bid Rigging, Collusive Bidding, Misrepresentation, Mal Practices etc. in whatsoever manner in connection with the bid.
 - e) The Bidder is found to be suppressing the information or furnishing wrong or incomplete information or providing

- information which is misleading, false etc. and/or submitting documents which are fabricated or forged.
- f) The bidder fails to honour or refuses to comply with or modifies any or all terms and conditions of the bid.
 - g) The successful bidder fails to handover the **Insurance Policy** in original to ICAI within 10 days from the date of issuance of Letter of Intent or Work Order.
 - h) Bidder does not respond to requests for clarification of their Bid or fails to co-operate in the Bid Evaluation Process.

1.16 PERFORMANCE SECURITY

Within 7 days of the award of the contract by ICAI, the successful bidder shall have to furnish Performance Security for an amount equivalent to 2% of total contract value in the form a bank guarantee (valid up to 90 days after completion of the Defect Liability Period including Claim Period as per contract) in favour of "The Secretary, Institute of Chartered Accountants of India", New Delhi, failing to do so, his earnest money will be forfeited to ICAI. The validity of the bank guarantee should be suitably extended in the event of extension of time of the contract.

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

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

If not invoked, the Performance Security will be released upon expiry of Defect Liability Period of 12 months plus claim period (90 days) which will be counted from the date of virtual completion of work or two months from the date of latest rectification of work, whichever is later. No interest shall be payable on the Performance Security.

The Performance Security furnished by the successful bidder shall be forfeited, if the contractor fails to discharge its obligations under the contract upto the satisfaction of the ICAI, It is also provided that, if during the currency of contract, the contractor withdraws its services or in the event of any breach of contract on the part of the contractor or if the contractor fails to perform or observe any of the conditions of the contract, the Performance Security shall be forfeited.

1.17 APPORTIONMENT AND SUB-CONTRACTING

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

1.18 EMERGENCY WORK

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

If the EMPLOYER feels that the sub-contractors appointed by the CONTRACTOR is not competent enough to carry out the work of that package awarded to him, the ICAI reserves the right to entrust that particular work to another

CONTRACTOR selected by the ICAI. However, the new subcontractor will work under the supervision of the main CONTRACTOR only.

The payments for the work done by the sub-contractor selected by the ICAI will be made directly to the sub-contractor by the ICAI.

1.19 SPECIALIZED WORKS

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

1.20 MANDATORY REQUIREMENT

- i) The CONTRACTOR shall conform to the provisions of Acts of the Legislature relating to the works, and to the regulations and bye-laws of any authority, and of any water, lighting and other companies and/or authorities with whose system the structure is proposed to be connected and shall, before making any variation from the drawings or specifications that may be necessitated by so conforming, give to the Architect and ICAI written notice, specifying the variation proposed to be made and the reason for making it, and apply for instructions thereon. In case the CONTRACTOR does not, within 2 weeks, receive such instructions, he shall proceed with the work in question, and any variations so necessitated shall be dealt with under clause 1.44.
- ii) The CONTRACTOR shall indemnify the ICAI or any agent, servant or employee of the ICAI against any action, claim or proceeding relating to the infringement of any copy or design rights or any alleged patent or design rights and shall defend all actions arising from such claims and pay any royalties, license fees, damages, cost of all and every sort of other charges which may be payable in respect of any articles or material or part thereof legally incurred in respect thereof and included in the contract. In the event of any claim being made or action being brought against the ICAI or any agent, servant or employee of the ICAI in respect of any such matters aforesaid, the CONTRACTOR shall be immediately notified thereof.
- iii) The CONTRACTOR shall indemnify the ICAI against all claims which may be made upon the ICAI under the Workmen's Compensation Act or any other statutory provisions applicable to the work.
- iv) The CONTRACTOR shall also be responsible for all bodily injury to persons, animals, or things which may arise from the operation or neglect of himself or of any nominated subcontractor's employees whether such injury or damage arises from carelessness, accident, or any other cause whatsoever in any way connected with carrying out of this contract. The CONTRACTOR shall indemnify the ICAI and save him harmless in respect of all and any expense arising from and such injury or damage to persons, animals or things as aforesaid and also in respect of any claims made in respect of injury or damage under any Acts of Government or otherwise and also in respect of any Award of Compensation or damage consequent upon such claims.
- v) The CONTRACTOR shall be responsible for all structural and other damage to any property which may arise from the operation or neglect of himself or of any subcontractors' employees or arising out of neglect, carelessness, defect or any other cause whatsoever in any way connected with the carrying out of this contract. This clause shall be deemed to include, inter alia, the cost of making good any damage caused to adjoining or adjacent buildings, whatever immediately adjacent or otherwise and any damage to roads, streets, footpaths, bridges or ways as well as all damage caused to the building and works forming the subject of this contract by inclemency of weather. The CONTRACTOR shall indemnify the ICAI against all claims which may be made against the ICAI by any member of the public or other third party in respect of anything which may arise in respect of the works or in consequence of and in respect of any cost, charge/expense arising out of any claim or proceedings and also in respect of any Award of compensation or damage arising there from and shall reinstate all damage or every sort mentioned in this clause so as to make good or otherwise satisfy all claims arise from damage to the property of third parties.
- vi) The ICAI with the advice of the Architect shall be at liberty and is empowered to deduct the amount of any damage, compensation, costs, charges and expenses arising or accruing from or in respect of any such above said claims for damages from any sum or sums due or become due to the CONTRACTOR, for which the ICAI shall be the sole deciding authority.
- vii) The CONTRACTOR shall be responsible for safety of all workmen and necessary statutory requirements related to ESI, workmen's compensation etc. should be met. The proof of (Insurance Policy) should be handed over to the

ICAI.

1.21 ADMISSION TO SITE

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

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

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

1.23 NUISANCE

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

1.24 WORKING HOURS

The CONTRACTOR shall work during the normal working hours of the working day. In case any work over and above normal working hours is required, the CONTRACTOR shall obtain prior written permission from ICAI /Architect. Safety for workmen, proper lighting arrangement, housekeeping and safety to client material will

be Contractor's responsibility. The ICAI shall incur no liability in respect of any excess cost arising therefrom.

1.25 LABOUR

- i)The CONTRACTOR shall employ labor in sufficient number to maintain the required rate of progress and of such quality to ensure workmanship of the degree required by the specifications and to the satisfaction of the ICAI.
- ii)The Contractor shall comply with the provision of the Labour Codes and any other applicable laws, rules, regulations, and statutory modifications or re-enactments thereof, for the time being in force, related to the execution of the project. The Contractor shall at all times keep the ICAI indemnified against any actions for breach of the said Codes and regulations.
- iii)The CONTRACTOR shall remain liable for the payment and shall pay or cause to be paid all wages or other moneys to his workers or employees and for those employed by his subcontractors (engaged directly or indirectly) from time to time on or in connection with the said work in accordance with the provisions of the Labour Codes or enactments relating thereto and the Rules framed there under.
- iv)The CONTRACTOR shall, during the progress of the works, comply at his own expense with all the current rules and provisions for the protection of health and sanitary arrangements and safety provisions for workers employed and shall at his own expenses provide for all facilities in connection therewith.
- v)In case of any accident to the labours engaged by contractor while executing the work, contractor shall be responsible for the same and shall pay the compensation as per the provisions of the Labour Codes and the rates framed their under.

1.26 RIGHT OF INSPECTION

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

1.27 MATERIALS TO BE ARRANGED BY THE CONTRACTOR

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

1.28 TESTING MATERIALS

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

1.29 REJECTION OF MATERIALS

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

1.30 CARE AND CUSTODY

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

1.31 SURPLUS MATERIALS

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

1.32 EXTRA HOURS OF WORKING

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

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

1.33 CONTRACTOR'S ALL RISK INSURANCE COVER

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

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

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

site etc.

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

Period: The period covered under insurance shall be completion period including extended time, if any, plus 12 months of Defects Liability.

Third party liability: The insurance shall cover all third- party Liability.

Employees cover: The insurance shall cover all risks to the employees of CONTRACTOR.

The original policy shall be handed over to ICAI within 10 days from the date of Letter of Intent/ Work Order.

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

1.34 GIVING OF NOTICES AND PAYMENT OF FEES

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

1.35 PATENT RIGHTS AND ROYALTIES

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

1.36 PLANT, EQUIPMENT AND TRANSPORT

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

1.37 ELECTRICITY AND WATER SUPPLY

- i) The ICAI does not warrant electricity and water connections. Temporary water and electricity connections should be arranged by the Contractor at his own cost and shall be responsible for all connections, pumps, pipes, storage capacity, cabling, wiring, conduiting and all other works necessary to distribute and use services from distribution points as much as required for his work.

- ii) The Contractor shall also make arrangement for alternative standby services at his own cost in the form of generators of adequate capacity (Day & Night) so that there is no delay in progress of works as per construction schedule submitted by him and approved by ICAI/PMC.
- iii) If ICAI is able to arrange for electricity supply from Authorities, then the same facility will be extended to the CONTRACTOR at one point. Cost of cabling, security deposit, meter, monthly payments of electricity bills etc. will be on Contractor's account. Unit consumed as per installed meter will be levied at prevailing electricity charges. In case of meter getting faulty, 1.0 % of RA bill will be levied toward electricity charges.
- iv) The available bore well in the premises can be used by CONTRACTOR for drawing water. Water charges will be deducted @ 0.5 % of RA bills.

1.38 CONTRACTOR'S SUPERVISION

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

1.39 REPLACEMENT OF CONTRACTORS PERSONNEL

ICAI may direct the contractor to disengage or replace any of its personnel or agent at the project site and the contractor shall comply with the same.

1.40 SETTING OUT OF WORKS

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

1.41 APPROVAL BY STAGES

All work involving more than one process shall be subject to examination and approval at each stage thereof as stipulated by the Architect in consultation of ICAI and the contractor shall give reasonable notice in writing to the Architect when each stage is ready. In default of such notice received, the Architect shall be entitled to appraise

the quality and extents thereof and in the event of any dispute the decision of the ICAI thereon shall be final and binding. Record of such approval will be maintained at Site.

1.42 COVERING OF WORK

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

1.43 ARCHITECT'S INSTRUCTIONS

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

- i) The variation or modification of the design, quality or quantity of works or the addition or omission or substitution of any work, with the prior approval of the ICAI.
- ii) The removal and/or re-execution of any works executed by the Contractor.
- iii) The opening up for inspection of handy work covered up.
- iv) The amending and making good of any defects.

1.44 VARIATIONS

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

1.45 RATES FOR ALTERED/ SUBSTITUTED/ ADDITIONAL WORKS

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

1.46 DEFECTIVE WORK

- i) The Architect or ICAI shall, during the progress of the works, have power to order in writing from time to time the removal and proper re-execution of any work executed with materials or workmanship not in accordance with the drawings and specifications or instructions, and CONTRACTOR shall forthwith carry out such order at his own cost. In case of defaults on the part of the CONTRACTOR to carry out such order, the ICAI shall have the power to employ other persons to carry out the same and all expense consequent thereon or incidental thereto as certified

by the Architect shall be borne by the Contractor or may be deducted by the ICAI from any money due or that may become due to the CONTRACTOR against this contract or any other contract with the ICAI.

- ii) The CONTRACTOR is responsible and shall ensure that there is no leakage or seepage in roofs, ceilings, walls, floors, electrical etc. Contractor shall do the complete stage of work to the satisfaction of Architect and ICAI.
- iii) Engineer-in-Charge has full authority and discretion to reduce /part the rates of various items, if the executed item is not up to the satisfaction or yet to be completed. No objection from the CONTRACTOR should be entertained on this ground.

1.47 ORDERS UNDER THE CONTRACT

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

If the CONTRACTOR after receipt of written notice from the ICAI requiring compliance, fails to comply within fifteen (15) days with such further drawings and or Architect instructions, the ICAI may employ and pay other persons to execute any such work whatsoever that may be necessary to give effect thereto, and all costs incurred in connection therewith shall be recoverable from the CONTRACTOR by the ICAI on certification of the Architect as a debt or may be deducted by him from any money due to/become due to the CONTRACTOR. The measurements shall be taken jointly by the Engineer – In – Charge or any person or persons duly authorized by him and the Contractor's representatives, immediately on completion of the item or work.

1.48 MEASUREMENTS

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

1.49 DELAY AND EXTENSION

- i) If the work is delayed beyond the stipulated time for reasons given below, then the Contractor shall immediately give a written notice thereof to the ICAI, but the CONTRACTOR shall nevertheless consistently use his endeavors to prevent delay and shall do all that may be reasonable or required to the satisfaction of the ICAI to proceed with the work. The ICAI, based on the recommendations of Architect, shall grant fair and reasonable extension of time for the completion of works in the following cases:
- ii) By force majeure; as desired hereunder: -
The CONTRACTOR shall not be held in default in performance of his obligations if such performance is prevented or delayed due to any unforeseen causes beyond his control such as Act of God, action of Govt. in its sovereign capacity and its statutory bodies, Civil commotion, war, flood, ,Lock-down on account of epidemic or pandemic etc., earthquake or any other natural calamities which cannot be foreseen.
However, it shall be incumbent on the CONTRACTOR to inform the ICAI/Architect regarding conditions of force majeure in writing with supporting documents within 15 days of commencement and completion of Force majeure circumstances.
- iii) By the works or delays of other Contractor's or tradesmen engaged by the ICAI.
- iv) In consequence of the CONTRACTOR not having received in due time the necessary instruction/clearance from the Architect for which he shall have specifically applied in writing, fifteen days before its actual requirement. No claim whatsoever for any extra compensation in respect of or arising out of extension of time as specified above shall be payable by the ICAI.

1.50 CERTIFICATE OF COMPLETION

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

1.51 AS BUILT DRAWINGS

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

1.52 DEFECTS LIABILITY PERIOD

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

1.53 POSSESSION BEFORE VIRTUAL COMPLETION

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

1.54 RESPONSIBILITY FOR COMPLETENESS

Any supplies and services, which might not have been specifically mentioned in this Tender but, are necessary for completeness of the order, shall be provided/made available as per the schedule for smooth and efficient repairs and maintenance of the system under Indian conditions. The contractor shall be responsible for any discrepancies, errors and omissions in the technical details submitted by him/them, irrespective of whether these have been approved, reviewed or otherwise, accepted by the ICAI or not. The contractor shall take all corrective measures

arising out of discrepancies, errors and omissions in drawing and other information as mentioned above within the time schedule and without extra cost to the ICAI.

1.55 THEFT OF PARTS

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

1.56 RELATIONSHIP

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

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

1.57 REPRESENTATIONS/ GRIEVANCES

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

1.58 AWARD OF CONTRACT

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

1.59 NO LIABILITY

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

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

1.60 CONFIDENTIALITY

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

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

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

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

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

1.61 ESCALATION

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

1.62 RETENTION MONEY

2% of the Contract value will be deducted towards Retention Money. It will be deducted from every RA bill @ 5% of the gross bill amount. Alternately, Contractor can submit a Bank Guarantee for equivalent amount, before payment of 1st RA bill. 50% of the Retention Money shall be released along with final bill and remaining 50% shall be released after completion of 'Defect Liability Period'. No interest shall be payable by ICAI on this amount.

1.63 PAYMENT TERMS

1.64 RUNNING ACCOUNT PAYMENTS

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

1.65 FINAL BILL

- i. The final bill shall be submitted by the Contractor in duplicate within one month of the issue of virtual completion certificate. The Architect will certify the bill so submitted in next 30 days. Payment of those items of the final bill in

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

1.66 RECOVERY FROM CONTRACTOR

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

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

1.67 TERM/ PERIOD OF CONTRACT

The contract shall be for a period of 60 days from the date as specified in the LoI. However, the contract may be extended by the ICAI subject to such conditions as may be imposed by ICAI in this regard.

1.68 TERMINATION

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

If Contractor:

- a) Being an individual, or if a firm, any partner thereof at any time be adjudged insolvent or having received orders for administration of his estate made against him or takes any proceedings for liquidation or composition under any Insolvency Act for the time being in force or makes any conveyance or assignment of his effects or composition or arrangement for the benefits of his creditor or purport so to do or if any application be made under Insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be granted by him for and behalf of his creditors or.
- b) Being a company passes a resolution or the court makes an order for the liquidation of its affairs or a receiver or manager on behalf of the debenture holders be appointed, or circumstances arises which entitle the court or

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

1.69 CONSEQUENCES UPON TERMINATION

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

1.70 CONFLICT OF INTEREST

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

1.71 FORECLOSING OF WORK

If at any time after the acceptance of the bid, the ICAI, for any reason whatsoever, does not require the whole or any part of the works to be carried out, the ICAI shall give notice in writing of the fact to the CONTRACTOR, who shall have no claim to any payment of compensation or otherwise, whatsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of the foreclosing of whole or part of the works.

He shall be paid at contract rates for the full amount of the executed works including such additional work e.g., clearing of site etc. as may be rendered necessary by the said foreclosing, he shall be allowed a reasonable payment (as decided by the ICAI) for any expenses sustained on account of labor and materials collected but which could not be utilized on the works.

1.72 STANDARD OF PERFORMANCE

The Contractor shall execute the work/ provide the services and carry out its other obligations under the contract with due diligence, efficiency, economy, confidentiality, promptness and techniques. The Contractor shall adhere to professional, engineering and consulting standards recognized by national and international professional bodies while observing sound management, technical and engineering practices. It shall apply appropriate advanced technology and safe and effective methods during execution of this Project and shall always act in respect of any matter relating to this contract, as faithful advisors to the Institute. The Contractor shall always support and safeguard the legitimate interests of the Institute, in any dealings with a third party.

The Contractor shall abide by the provisions of the legislation(s), related to the Information Technology, prevalent in the country.

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

1.73 INDEMNITY

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

The Contractor shall, at its own expense, defend, indemnify, and hold ICAI harmless for damages, liabilities, claims, losses, costs, demands, suits, actions, and reasonable expenses (including but not limited to reasonable attorneys' fees and settlement costs) (collectively, "Damages") arising out of or related to any third party suits or claims brought against ICAI:

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

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

1.74 LIQUIDATED DAMAGES

If the CONTRACTOR fails to complete the works by the due date or within extended time, the Contractor shall be liable to pay Liquidated Damages to the ICAI at the rate of 0.5 % of the contract value for every week of delay subject to a maximum of 10% of the contract value for each such delay. In addition to Liquidated Damages, if the delay is beyond 3 months, it shall render the Retention Money to be forfeited and the Contract will consequently come to an end. Further,

the ICAI shall be at liberty to withdraw the work and get it executed by any other agency at Contractor's risk and cost and the site shall be vacated by Contractor immediately.

1.75 DEFECTS AFTER COMPLETION AND PERFORMANCE GUARANTEE

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

1.76 NO RIGHT, TITLE OR INTEREST IN THE SITE

The contractor shall have no right, title or interest in the site made available by the ICAI for execution of the works or in the building, structures or works executed on the said site by the contractor or in the goods, articles, materials etc. brought on the said site (unless the same specifically belongs to the contractor) and the contractor shall not have or deemed to have any lien whatsoever or charge for unpaid bills and shall not be entitled to assume or retain possession or control of the site or structures and the ICAI shall have an absolute and unfettered right to take full possession of the site and to remove the contractor, their servants, employees, agents and materials belonging to the contractor and lying on the site at the risk and cost of the contractor.

1.77 DEDUCTION FOR UNRECTIFIED WORK

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

1.78 ACTION WHERE NO SPECIFICATIONS ARE SPECIFIED

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

1.79 SETTLEMENT OF DISPUTES

Mutual Negotiation

Any dispute, difference or controversy of whatever nature howsoever arising under, out of or in relation to the tender between the Parties and so notified in writing by either Party to the other (the "Dispute") in the first instance may be attempted to be resolved amicably by mutual negotiations within 30 days.

Mediation

In case of failure to amicably resolve the dispute through bi-parted negotiation, within a period of 30 days as aforesaid, the parties may settle the dispute through mediation under the Mediation Act, 2023.

Arbitration:

In case of failure to amicably resolve the dispute through mutual negotiations or by mediation, parties may refer the dispute to 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 Arbitration proceedings shall be held at **Indore**. The language of the arbitration proceeding shall be English. All arbitration awards shall be in writing and shall state the reasons therefor. Each party shall bear its own cost in the Arbitration proceedings.

1.80 BLACKLISTING

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

1.81 JURISDICTION

Subject to the arbitration clause contained herein above, any dispute between the parties arising out of the contract shall be subject to the jurisdiction of the Courts at **Indore** only.

1.82 SEVERABILITY

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

1.83 WAIVER

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

1.84 FALL BACK

In case of breach of terms of the tender/ ensuing Agreement committed by the successful bidder, the ICAI may terminate the contract by giving 15 days' notice and may inter alia further award contract to any other Contractor at the risk and cost of the defaulting Contractor from the payments due and payable to the defaulting Contractor and/ or by invoking the Bank Guarantee, forfeiting the Retention Money.

1.85 FORCE MAJEURE

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

Force Majeure inter alia shall not include-

- a) Any event which is caused by the negligence or intentional action of a Party or such Party's Sub Agency or agents or employees, nor
- b) Any event which a diligent Party could reasonably have been expected to both-
 - Take into account at the time of the conclusion of the Agreement, and
 - Avoid or overcome in the carrying out of its obligations hereunder.

If a Force Majeure situation arises, the Contractor shall promptly notify the ICAI in writing of such conditions and the cause thereof. Unless otherwise directed by the ICAI in writing, the Contractor shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. In case a Force Majeure conditions exists for a period more than 15 days due to any Force Majeure event, ICAI may terminate the Contract.

1.86 REQUIREMENT OF MINIMUM TECHNICAL STAFF TO BE DEPLOYED:-

	Contract Period	Qualification	Number	Min Experience Year	Remarks
	2 Months	(i) Graduate Engineer/Diploma Engineer	1	5	Principal Technical Representative
		(ii) Supervisor	1	5	

In case of non-compliance, rate of recovery will be done at following rates:-

Sl. No.	Qualification	Rate of recovery
(i)	Graduate Engineer/ Diploma Engineer	Rs. 50,000/-p.m.
(ii)	Supervisor	Rs. 25,000/-p.m.

SECTION VIII –

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SPECIAL CONDITIONS OF CONTRACT

1.1 GENERAL

i) These Special Conditions of Contract shall be read in conjunction with the General Conditions of Contract and other parts/sections of the Tender Documents. In case any provisions in these Special Conditions (given herein below) are at variance with the General Conditions and/or other sections of the Tender Documents, the Special Conditions shall be deemed to take precedence there over.

ii) In General Conditions and other parts of the Tender/Contract Documents, if it is stated that the Engineer-in-Charge will issue Approvals, Orders, Certificates for Payments, Completion Certificates, Drawings, Designs, Decisions, and Instructions etc. this shall mean that the Engineer-in-Charge shall first obtain the same in writing from ICAI/Architects before issuing it to the Contractor.

The Contractor shall carry out and complete the said work in every respect in accordance with this Contract and with the directions of and to the satisfaction of the ICAI /Architect. The Architect may in his absolute discretion and from time to time, issue further drawings and/or written instructions, details, directions and explanations which are hereinafter collectively referred to as 'Architect's Instructions' in regard to:

- a) The variations or modifications of the designs, quality or quantity of works or the addition or omission of works or the addition or omission of substitution of any work.
- b) Any discrepancy in the drawings or between the Bill of Quantities and/or drawings and/or specifications.
- c) The removal and/or re-execution or any works executed by the Contractor.
- d) The removal from the site of any material brought thereon by the Contractor and the substitution of any other material therefor.
- e) The dismissal from the works of any person employed there upon.
- f) The opening up of any covered works for inspection.
- g) The amending and making good of any defects regarding removal of improper works and materials etc.

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

iii) The CONTRACTOR shall clear the site of work as per the instructions of the ARCHITECT. The site shall be delivered in a clean and neat condition within a period of one week after Virtual Completion. In case of failure to comply with this requirement by the CONTRACTOR the ICAI may at the advice of the ARCHITECT have the sites cleared by another CONTRACTOR and deduct the cost of carrying out the work from sums due to the CONTRACTOR.

iv) The Contractor shall provide and maintain at the site throughout the period of works the following at his own cost and without extra charge, the cost being held to be included in the contract rates: -

- a) All labour, materials, plant, equipment, and temporary works are required to complete and maintain the works to the satisfaction of the ARCHITECT/ICAI.
- b) Lighting for night work and also whenever and wherever required by the ENGINEER IN-CHARGE
- c) Temporary fences, guard lights and protective work necessary for protection of workmen, supervisors, Engineers, or any other persons permitted to have access to the site.
- d) All equipment, instruments and labour required by the ENGINEER-IN-CHARGE for measurement of the work.
- e) The separate site offices shall be provided for CONTRACTOR's own staff along with other storage structures/stockyards etc. to keep his own and ICAI's supplied materials, Tools, Plants and Equipment's etc. The necessary safety, security, water and protection against rain, sun, and theft etc. is to be provided for all site offices/structures etc.
- f) A temporary enclosure (whenever and wherever required) along the periphery of the site by erecting ply board panels or C.G.I. sheets or M.S. sheets (Minimum height 2.5 meters fixed on wooden posts / M.S. Angle posts etc. with suitable entry gates etc. shall be erected by the Contractor after obtaining permission for the same.
- g) The Display Boards for the Project shall be supplied and erected as per given sizes, specifications, and descriptions and at specified locations, as approved by ICAI/ARCHITECT.

vii) The CONTRACTOR shall

- a) Plan, engage, deploy his men, materials and machineries in such a way that suits best in the interest of the progress of the works and no claims on account of idle labour, manpower and machinery shall be entertained at any stage for reasons whatsoever it may be.
- b) comply with all Safety Rules, Labour Rules, Workmen's Compensation Act, Minimum Wages Act, Building Byelaws, Rules and Regulations of Local Authorities or State Government as applicable to the works.
- c) take all precautions to avoid all accidents by providing and exhibiting necessary Caution Boards Day and night, speed limit boards, Red Flags, Red Lights and by providing barriers etc. He shall be responsible for any/all damages and accidents caused due to negligence on his part or his workers/subcontractors/Agencies working at site and to the ICAI'S of the adjoining areas and to traffic etc., during the execution of work.
- d) Note that during working at site, some restrictions may be imposed by ENGINEER-IN-CHARGE/SECURITY STAFF of ICAI or local authorities regarding safety and security etc. on the working and/or movement of labour, materials etc. The CONTRACTOR shall be bound to follow all such

restrictions/instructions and nothing extra shall be payable on this account. No materials, machinery etc., whether belonging to ICAI or CONTRACTOR, shall be allowed to go out of the site premises

without the written authority/gate pass to be issued by EMPLOYER/ENGINEER-IN-CHARGE.

e) note the fact that during the currency of this contract, works on other services which are outside the scope of the work of this contract, may be entrusted for execution to other Agencies. The Contractor shall permit full access and afford all co-operation and facilities for such other agencies or departmental workmen, if any, engaged by ICAI; to carry out their part of works in the site premises. Any damage done to the existing structures during the execution of works shall be made good by the CONTRACTOR at his own cost and the rectification/ re installment /making good etc., shall conform to the standard of materials originally used on the work and shall match with existing work in all respects to the entire satisfaction of the ARCHITECTS/ENGINEER-IN- CHARGE.

f) bear all incidental charges for cartage to site, local carriages within the site, storage and safety custody of all materials. Suitable godowns shall be erected, at places to be indicated by ENGINEER-IN-CHARGE at site for the proper storage of all materials, for their safety against damages.

g) secure CONTRACTOR'S ALL RISK POLICY for the full contract value, Third Party Insurance and other Insurance policies as mentioned elsewhere, to cover any loss or damage to any person within the site premises and to works of other persons caused either by his own men, or his subcontractors or persons/machinery T & P deployed by him directly/indirectly. The CONTRACTOR shall keep in force all such policies at his own cost up to the expiry of the Defect Liability Period.

h) Ensure that all materials to be used in the work shall be as per Specifications applicable and shall be got approved from ICAI/ARCHITECTS/CONSULTANTS before incorporating /procuring them at site. Unsound materials shall be removed or dismantled at his own cost and replaced free of cost. All tests of materials/water etc. shall be done at CONTRACTOR'S cost in approved laboratories, to be indicated by ICAI/ARCHITECTS/CONSULTANTS.

i) bear all incidental charges for cartage to site, local carriages within the site, storage and safety custody of all materials. Suitable god owns shall be erected, at places to be indicated by ENGINEER-IN-CHARGE at site for the proper storage of all materials, for their safety against damages.

j) Note that no compensation shall be payable to the CONTRACTOR for any damage caused by rain, lightning, wind, storm, floods, tornado, earthquake or other natural calamity during the execution of work. He shall make good all such damages at his own cost; and no claim on this account will be entertained.

k) Obtain the virtual completion certificate from the ICAI/ARCHITECTS/CONSULTANTS as soon as the works are completed

as per contract and to the entire satisfaction of the ICAI. The 12 months defects liability period and release of Security Deposit installments shall be reckoned from the date of virtual completion.

1) Note that no interest shall be payable on account of delay in payments of bills, release of Earnest Money deposits and/or release of Security Deposits. No interest shall accrue on Earnest Money Deposit / Security Deposits.

viii) The Bidder shall submit the OEM (Original Equipment Manufacturer) Certificate of the product supplied at the site of ICAI prior to installation.

1.2 COORDINATION OF WORK:

i The CONTRACTOR shall consult all appropriate Drawings and Specifications in order to carry out all aspects and phases of the installation (s) without interference to other portions of the work, and shall verify all dimensions, details, locations, etc. with the Drawings and/or Specifications of all other Divisions where appropriate.

ii Minor changes in the routing of piping conduit and/or in the location of equipment to avoid conflict with other Divisions may be required without additional cost to the ICAI. If such changes do not constitute a modification in the intent of the system or installation(s), conflicts of this nature shall be resolved in the field. In all cases, however, interpretation of what constitutes a modification in the intent of the system or installation(s) shall be made by the ARCHITECT / ICAI.

iii Major alterations, deletions, additions and/or questions of intent shall be referred in advance, and in writing, to the ARCHITECT / ICAI for a decision.

1.3 CUTTING AND REPAIRING OPENINGS:

i. The CONTRACTOR shall cooperate with work to be done under other sections and Divisions by providing full information in advance as to openings required in walls, slabs and footings for all piping, duct, conduit and equipment, including information on the proper positioning of sleeves.

ii. Any drilling or cutting required to carry out work under this contract shall be the responsibility of the CONTRACTOR, and the cost thereof shall be borne by him.

iii. All holes through existing concrete shall be core drilled or saw cut. For any holes in concrete, the CONTRACTOR shall provide, accurate position and install sleeves in the form(s) before the pouring of the concrete. The CONTRACTOR shall pay any additional costs that may be required for cutting any holes as a result of the incorrect positioning of sleeves. All holes through existing concrete shall be core drilled or saw cut. The CONTRACTOR shall seek and obtain the prior written approval of the ARCHITECT / ICAI before drilling or cutting any holes in existing concrete.

iv. It shall be the responsibility of the CONTRACTOR to ascertain that all chases and openings are properly located.

x) Cleaning and Protection:

a) The CONTRACTOR shall keep the work clean and free of waste. All materials delivered to the job site shall be promptly stored in an approved area to minimize congestion or interference with other trades or with the orderly progress of the work.

b) Debris of any kinds shall be removed from the exterior and interior of all equipment, piping, conduit, junction boxes, ductwork, accessories, and appurtenances upon completion of the work, and prior to the operation of any system and/or final inspection or and testing.

c) The CONTRACTOR shall provide for the safety and good condition of any and all equipment and/or materials until final acceptance by the ARCHITECT / ICAI.

d) The CONTRACTOR shall protect all materials and equipment from damage, provide adequate and proper storage facilities during the progress of the work, and take special care to provide proper protection for bearings, open connections, etc.

1.4 DRAWINGS

i. **Tender drawings:** The drawings attached with tender are only for are diagrammatic only and indicate arrangement of various systems and the extent of work covered in the contract issued for the general guidance to the CONTRACTOR to enable him to visualize the type of work contemplated and scope of work involved. The CONTRACTOR will be deemed to have studied the DRAWINGS and formed an idea about the WORK involved. These Drawings indicate the points of supply and of termination of services and broadly suggest the routes to be followed. Under no circumstances shall dimensions be scaled from these Drawings. The interiors drawings and details shall be examined for exact location of equipment, controls, grilles and diffusers.

ii Shop drawings

- a) The contractor shall follow the tender drawings in preparation of his shop drawings, and for subsequent installation work.
- b) He shall check the drawings of other trades to verify spaces in which his work will be installed. Maximum headroom and space conditions shall be maintained at all points. He shall check the drawings of other trades to verify spaces in which his work will be installed. Maximum headroom and space conditions shall be

maintained at all points. Where headroom appears inadequate, the contractor shall notify the Engineer In charge before proceeding with the installation. In case installation is carried out without notifying, the work shall be rejected and contractor shall rectify the same at his own cost. The contractor shall examine all interior, structural, plumbing, and electrical and other services drawings and check the as built works before starting the work report to the Engineer In charge any discrepancies and obtain clarification. Any changes found essential to coordinate installation of his work with other services and trades, shall be made with prior approval of the Engineer In charge without additional cost.

- c) All the shop drawings shall be prepared on computer through AutoCAD System based on Drawings, site measurements and Interior Designer's Drawings. The Contractor shall prepare detailed shop drawings and obtain necessary approval from the Engineer-in-Charge, before execution of items of work. All heat load calculations shall be done using latest software.
- d) Within one week of the award of the contract, contractor shall furnish, for the approval of the Engineer In charge, two sets of detailed shop drawings of all equipment and materials including layouts for Plant room, AHU rooms, fan rooms, fan coil units, ventilation fans; CFD analysis report for jet fans detailed ducting drawings showing exact location of supports, flanges, bends, tee connections, reducers, guide vanes, silencers, distribution grids, volume control dampers, collars, grilles, diffusers; detailed piping drawings showing exact location and type of supports, valves, fittings etc; acoustic lining and external insulation details for ducts, pipe insulation etc;
- e) These shop drawings shall contain all information required to complete the Project as per specifications and as required by the Engineer In charge. These Drawings shall contain details of construction, size, arrangement, operating clearances, performance characteristics and capacity of all items of equipment, also the details of all related items of work by other contractors.
- f) Each shop drawing shall contain tabulation of all measurable items of equipment / materials / works and progressive cumulative totals from other related drawings to arrive at a variation-in-quantity statement at the completion of all shop drawings. it shall be

Contractor's responsibility to have these drawings prepared as per the directions of ENGINEER-IN CHARGE and get approved before proceeding with manufacture/ construction/ fabrication as the case may be.

-
- g) When the Engineer In charge makes any amendments in the above drawings, the contractor shall supply two fresh sets of drawings with the amendments duly incorporated along with check prints, for approval. Shop drawings shall be submitted for approval one week in advance of planned delivery and installation of any material to allow Engineer In charge ample time for scrutiny. No claims for

extension of time shall be entertained because of any delay in the work due to his failure to produce shop drawings at the right time, in accordance with the approved program.

- h) Any change that may have become necessary in these drawings during the execution of the work shall have to be carried out by the CONTRACTOR to the satisfaction of ENGINEER-IN-CHARGE at no extra cost.
- i) Manufacturers drawings, catalogues, pamphlets and other documents submitted for approval. Each item in each set shall be properly labeled, indicating the specific services for which material or equipment is to be used, giving reference to the governing section and clause number and clearly identifying in ink the items and the operating characteristics. Data of general nature shall not be accepted.
- j) Approval of shop drawings shall not be considered as a guarantee of measurements or of building dimensions. Where drawings are approved, said approval does not mean that the drawings supersede the contract requirements, nor does it in any way relieve the contractor of the responsibility or requirement to furnish material and perform work as required by the contract.
- k) All final drawings shall bear the certification stamp duly signed by both the CONTRACTOR and ENGINEER-IN-CHARGE.

iii Completion Drawings:

The CONTRACTOR shall submit 2 Pendrives and two portfolios (300 x 450 mm) each containing complete set of drawings on approved scale indicating the work as - installed. sets to the ENGINEER- IN-CHARGE /ICAI for his approval along with the Final Bill. These drawings shall clearly indicate complete ducting and piping layouts, location of wiring and sequencing of automatic controls, location of all concealed piping, valves, controls, dampers, wiring and other services. Each portfolio shall also contain consolidated control diagrams and technical literature on all controls.

1.5 SAMPLES FOR APPROVAL:

The CONTRACTOR shall furnish to the ENGINEER-IN-CHARGE for approval, when requested or if required by the specifications, adequate samples of all materials and finished to be used in the WORK.

i. Samples of all materials like grilles, diffusers, controls, insulation, pre-moulded pipe section, control wires etc shall be submitted to the Engineer In charge prior to procurement.

ii. Such samples shall be submitted before the WORK is commenced and in ample time to permit tests and examinations thereof. All materials furnished and finishes applied in actual WORK shall be fully equal to the approved samples.

1.6 These will be submitted for approval and retention by Engineer In charge and shall be kept in their site office for reference and verification till the completion of the Project. Wherever directed a mockup or sample installation shall be carried out for approval before proceeding for

further installation. SCAFFOLDING:

i. Suitable scaffolding should be provided for workmen for all works that cannot safely be done from the ground or from solid construction except such short period work as can be done safely from ladders. When a ladder is used an extra Mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying material as well, suitable footholds and handholds shall be provided on the ladder and the ladder shall be given an inclination not steeper than 1 in 4 (1 horizontal and 4 vertical).

ii. Scaffolding or staging more than 4 meters above the ground or floor, swing suspended from an overhead support or erected with stationary support shall have a guard rail.

property attached, bolted, braced and otherwise retarded at least one meter high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such openings as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.

iii. Working platform, gangway and stairway should be so constructed that they should not sag unduly or unequally and if the height of platform of the gangway or the stairway is more than 4 meters above the ground level or floor level, they should be closely boarded, should have adequate width and should be suitably fastened as in ii) above.

1.7 SAFETY EQUIPMENT:

All necessary personal safety equipment as considered adequate by the ENGINEER-IN-CHARGE, shall be kept available for the use of the persons employed on the SITE and maintained in condition suitable for immediate use, and the CONTRACTOR shall take adequate steps to ensure proper use of equipment by those concerned. In addition, the following compliance be made:-

i. Workers employed on the site shall be provided with protective footwear and protective gloves.

ii. Those engaged in welding and cutting works shall be provided with protective face & eye shield, hand gloves, etc.

iii. Use of hoisting machines and tackles including their attachments, anchorage and supports shall be of good mechanical construction, sound materials and adequate strength

and free from patent defect and shall be kept in good working order. Every hoisting machine and all gears referred to above shall be plainly marked with the safe working load of the conditions under which it is applicable and the same shall be clearly indicated.

iv. All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in safe conditions and no scaffolds, ladder or equipment shall be altered or removed while it is in use.

1.8 To ensure effective enforcement of the rules and regulations relating to safety precautions, the arrangements made by the CONTRACTOR shall be open to inspection by the ENGINEER-IN-CHARGE or his representatives. INSTALLATION PROGRAMME

The Contractor shall submit detailed installation program within first week of allotment of work showing bar chart, progress of work, financial flow, decision

required and the no of Supervisors, technicians, skilled & unskilled labours to be provided.

1.9 MATERIAL SUPPLIED BY ICAI

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

1.10 ACCESSIBILITY

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

1.11 REPLACEMENT OF DEFECTIVE PARTS AND MATERIALS:

i. If during the progress of the WORK, the ICAI shall decide and inform in writing to the CONTRACTOR, that the CONTRACTOR has manufactured any plant or- part of the plant imperfect or has furnished plant inferior to the quality specified, the CONTRACTOR on receiving details of such defects or deficiencies shall at his own expenses within 7 (seven) days of his receiving the notice, or otherwise within such time as may be reasonably necessary for making it good, proceed to alter, re-construct or remove such work and furnish fresh equipment"s up to the standards of the specifications.

ii. In case the CONTRACTOR fails to do so, ICAI may on giving the CONTRACTOR 7 (seven) days" notice in writing of his intentions to do so, proceed to remove the portion of the WORK so complained of and at the cost of Contractors, perform all such works or furnish all such equipment"s provided that nothing in the clause shall be deemed to deprive the ICAI of or affect any rights under the CONTRACT, the ICAI may otherwise have in respect of such defects and deficiencies.

iii. In order to obtain a COMPLETION CERTIFICATE the CONTRACTOR shall make good, with all possible speed, any defect arising from the defective materials supplied by him or workmanship or any act or omission of the CONTRACT or that may have been noticed or developed, after the works or groups of the works have been taken over, the period allowed for carrying Out such WORK will be normally one month.

iv. If any defect be not remedied within a reasonable time, the ICAI may proceed to do the WORK at Contractors risk and expense and deduct from the final bill such amount as may be decided by the ICAI.

v. The Contractor"s full and extreme liability under this clause shall be satisfied by the payments to the ICAI of the extra cost of such replacements procured including erection/installation as provided for in the CONTRACT. Should the ICAI not so replace the defective plant, the Contractor"s extreme liability under this clause shall be the repayment of all such sums paid by the ICAI under the CONTRACT for such defective plant.

1.12 INSPECTION, BALANCING TESTING AND COMMISSIONING:

i. Inspection and testing

a) The ICAI shall carry out inspection and testing at manufacturer's works for items covered under this contract. No equipment shall be

delivered without prior written confirmation from PMC. In case factory inspection is carried out then all travelling and lodging expenses shall be borne by ICAI for maximum two persons. All expenses related to testing shall be to Contractor account. Tests on site for completed works shall demonstrate the following, among other things.

b) That the equipment installed complies with specifications in all respects. Where manufacturer has furnished specific instructions, relating to the material and equipment used in this project, covering points not specifically mentioned in these documents, such instructions shall be followed in all cases.

c) That all items operate efficiently and quietly to meet the specified requirements.

d) That all electrical circuits are correctly protected and that protective devices are properly coordinated.

e) Copies of the certified manufacturer performance curves for each piece of equipment, high lighting operational parameters for the project, shall be submitted along with the test certificates. Contractor shall also provide four copies of record of all safety and automatic control settings for the entire installation.

e) Performance test shall consist of three days of 10 hour each operation of system for each season.

f) The tests shall be carried out in the presence of the representatives of the Architect / Consultant and ICAI's site representative and the defects, if any shall be removed.

g) The contractor shall provide all necessary instruments and labour required for testing, shall make adequate records of test procedures and readings, shall repeat any tests requested by the PMC and shall provide test certificate signed by a properly authorized person. Such test shall be conducted on all materials and equipment and tests on completed work as called for by the PMC at contractor's expenses unless otherwise called for.

g) If it is proved that the installation or part thereof is not satisfactorily carried out, then the contractor shall be liable for the rectification and retesting of the same as called for by the PMC whose decision as to what constitutes a satisfactory test shall be final.

h) The above general requirements as to testing shall be read in conjunction with any requirements specified elsewhere.

ii. Balancing

Balancing and all tests as called for shall be carried out by the contractor through a specialist group, in accordance with the Specifications and ASPE / ASHRAE Guidelines / Standards.

1.13 COMPLETION OF INSTALLATION

i. On completion of the installation, a certificate shall be furnished by the contractor, counter signed by the licensed supervisor, under whose direct supervision the installation was carried out.

ii. The installation of machines and equipment's should be warranted by the manufacturer as per standard warranty provided by the manufacturer.

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

OPERATING INSTRUCTION & MAINTENANCE MANUAL

Upon completion and commissioning of WORK, the contractor shall submit a draft copy of comprehensive operating instructions, maintenance schedule and log sheets for all systems and equipment included in this contract. This shall be supplementary to manufacturers' operating and maintenance manuals. Upon approval of the draft, the contractor shall submit Two (2) complete bound sets of typewritten operating instructions and maintenance manuals; for ICAI'S Operating Personnel. These manuals shall also include basis of design, detailed technical data for each piece of equipment as installed, spare parts manual and recommended spares for 4-year period of maintenance of each equipment. Preventive Maintenance Schedule for each equipment / panel shall be submitted along with Operation and Maintenance Manual.

1.15 ON SITE TRAINING

Upon completion of all work and all tests, the Contractor shall furnish necessary operators, labor and helpers for operating the entire installation for a period of five (05) working days of ten (10) hours each, to enable the ICAI'S staff to get acquainted with the operation of the system. During this period, the contractor shall train the ICAI'S personnel in the operation, adjustment and maintenance of all equipment installed.

1.16 MAINTENANCE DURING DEFECTS LIABILITY OR GUARANTEE / WARRANTY PERIOD

i. Liability period, all replacement parts and labour shall be supplied promptly free-of-charge to the Owner.

Composition of the Firm

Format 1

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

Signature, date and stamp of the
Bidder
/Authorized representative

Format 2**List of technical personnel**

- (A) List of technical personnel, giving their technical qualifications, experience including that in the present organization. The statement should also show the administrative staff available in the organization.

Sr. No.	Name	Age	Qualifications	Consultancy experience
1.	2.	3.	4.	5.

Nature of works handled	Name of the projects handled with cost details	Date from which employed in the present organization	Indicate special experience if any
6.	7.	8.	9.

Signature, date and stamp of the applicant/
Authorized representative.

Note: Mention other points, if any, to show technical and Managerial Competency to indicate any important point in your favour.

- (B) Infrastructure available for handling the execution of work:

The details in a separate sheet shall include the office set up such as carpet area of the registered office, no. of computers, in house computer aided design facility like AutoCAD package, etc.

Signature, date and stamp of the Bidder/
Authorized representative.

Format 3(A)

List of Important Projects Executed

List of Important Projects Executed by the Organization During Last Five Years

[Note: Separate sheet to be furnished for different projects viz. (a) Institutional Building, (b) Office Buildings, (c) Commercial buildings]

DETAILS OF THE ELIGIBLE WORKS COMPLETED IN THE LAST FIVE YEARS

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

Note:

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

Signature, date and stamp of the Bidder/
Authorized representative

Format 3(B)**DETAILS OF THE CLIENTS FOR WHOM ELIGIBLE WORKS
HAVE BEEN EXECUTED/COMPLETED DURING LAST 5
YEARS**

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

Signature, date and stamp of the Bidder/
Authorized representative

**ANNEXURE - I
COVERING LETTER**

(On the original letter head of the Applicant)

Date:

To,

**The Chairman,
Indore Branch of CIRC of
The Institute of Chartered Accountants of India,
ICAI Bhawan,
19-B, Scheme No.
78, Part 2, Indore-
452010**

Subject: Application for appointment of Contractor for Supplying and Installation & Commissioning of SITC of VRV/VRF Air-Conditioning system- SITC of Outdoor Units- 28 HP- 4 nos. and SITC OF AHU SYSTEM- 1 No.

Dear Sir,

1. With reference to your TENDER DOCUMENT dated 18.07.2026, I/we, M/s having examined the Tender and understood their contents, hereby submit our proposal/ offer our Bid for appointment as AC Contractor for AC works at ICAI Bhawan, 19-B, Scheme no. 78, Part-2, Indore 452010 in full conformity with the said Tender. We have read the provisions of Tender and confirm that these are acceptable to us. We further declare that the bid is unconditional and unqualified.
2. We agree to abide by the terms and conditions of this Tender, consisting of this letter, the bid, the duly notarized written power of attorney, and all attachments, from the date fixed for submission of Proposals as stipulated in the TENDER DOCUMENT and modifications resulting from contract negotiations, and it shall remain binding upon us and may be accepted by you at any time before the expiration of the validity period.
3. All information provided in the bid and in the Appendices, is true and correct and all documents accompanying such proposal are true copies of their respective originals and accept that any misinterpretation contained in it may lead to our disqualification. Until the formal final Contract is prepared and executed between us, this bid, together with your written acceptance of the bid and your notification of award, shall be binding on me/us.
4. I/We shall make available to the ICAI any additional information it may deem necessary or require for supplementing or authenticating the bid.
5. I/We acknowledge the right of the ICAI to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.

6. I/We certify that in the last 5 (five) years, I/ we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or contract nor have had any contract terminated for breach on our part.
7. I/We understand that ICAI may cancel the Selection Process at any time and that ICAI is neither bound to accept any proposal that it may receive nor to select the Contractor, without incurring any liability to the Bidders.
8. I/We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/Managers/employees etc.
9. I/We agree and understand that the bid is subject to the provisions of the Tender document. In no case, shall I/we have any claim or right of whatsoever nature if the Work/ Project is not awarded to me/us or our proposal is not opened or rejected.
10. I/We have studied Tender Document and all other documents carefully and also surveyed the Project site. I/ We understand that, I/ we shall have no claim, right or title arising out of any documents or information provided to me/ us by the ICAI or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of the Work/ Project.
11. I/ We understand that ICAI is not bound to accept any bid received by it.
12. ICAI and its authorized representatives are hereby authorized to conduct any enquiry to verify the statements, documents and information submitted in connection with this application/offer and to seek clarification from our bankers and clients regarding any financial and technical aspect. This letter of application will also serve as authorization to any individual or authorized representative of any Institution referred to in the supporting information to provide such information as deemed necessary and as requested by ICAI to verify the statement and information provided in this application such as the resources, experience and competence of the applicant.
13. ICAI and its authorized representative may contact the following person for information: -

CA. Samkit Bhandari, Chairman
Mobile No. 9009770770
14. This application/ Bid is made/ submitted with full understanding that:
 - (a) Bids of applicants will be subject to the verification of all information submitted for appointment at the time of bidding.
 - (b) ICAI reserves the right to:
 - Amend the scope and
 - Reject or accept any Bid, cancel the appointment process and reject all Bids
15. The undersigned declares that the statements made and information provided in the duly completed Bid along with the annexures, is complete, true and correct in every detail. It is further understood that furnishing of wrong or misleading or

incomplete information or suppression of facts or canvassing in any form will lead to disqualification.

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

Signature:

Name:

(For and on behalf)

Encl:

1.

2.....

**SECTION – IX
DECLARATION FORMS**

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DECLARATION – 1
Declaration of Integrity and No Conflict of Interest
(On original letter head of the bidder)

I/ We hereby declare that I/ We shall –

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

Conflict of Interest:

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

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

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

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

For an on behalf of

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

Date:
Place:

DECLARATION – 2

Declaration by the Bidder regarding Qualifications (On original letter head of the bidder)

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

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

(Signature of bidder)

Name

Designation

Address

Date:

Place

DECLARATION – 3

Declaration by Bidder regarding no Litigation and Blacklisting

(On Original Letter Head of the Bidder)

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

Dear Sirs,

Sub: Tender for"

In terms of the requirements of the Tender No ICAI/IB/26-27/01 dated 18.07.2026 we hereby undertakes as under:-

1. We are not involved in any litigation that may have an impact on compromising the delivery of services or affect in providing the services as required under this tender.
2. We have not been black-listed by any Central/ State Government/ Public Sector Undertakings/ Autonomous Bodies under Central/ State Government/ Multinational Companies/ Educational Boards/ Universities/ Any Other Organization during last years.
3. That we are registered with the appropriate Government under The Contract Labour (Regulation and Abolition) Act, 1970 and hold a valid license under the said Act.

Signature (with seal)
(Authorized Representative/Signatory)
Name of the Person
Designation
Office Seal

Date:

Place:

DECLARATION – 4

DECLARATION CONFIRMING KNOWLEDGE ABOUT SITE CONDITIONS

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

Sub: Declaration confirming knowledge about Site conditions.

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

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

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

Yours faithfully,

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

Date:

Place:

SECTION – X
FORM OF BANK GUARANTEE
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APPENDIX -1

PROFORMA FOR BANK GUARANTEE FOR MOBILISATION ADVANCE

To
Secretary
The Institute of Chartered Accountants of India
Head Office, ICAI Bhawan
Indraprastha Marg
NEW DELHI -2
Dear Sir,

1. In consideration of the of The Institute of Chartered Accountants of India, a statutory body having its Head Office at 'ICAI Bhawan' Indraprastha Marg, New Delhi-110002 (hereinafter called 'ICAI/OWNER/Employer' which expression shall includes its successors and assigns) having agreed under the terms and conditions of Contract No.....dated...(hereinafter referred to as the said Contract) made between ICAI and.....hereinafter called the Contractor) which expression shall include its successors and assigns to make at the request of the Contractor a lump sum advance of Rs.....for utilising it only for the purposes of the said Contract on his furnishing a guarantee acceptable to ICAI.
2. We, the... ..Bank (hereinafter referred to as 'the said Bank) a Company under the Companies Act 1956 and having our registered office at.....do hereby guarantee the recovery of the said advance and interest thereon as provided according to the terms and conditions of the said Contract. If the Contractor fails to utilise the said advance for the purposes of the said Contract and/or the said advance together with interest thereon as aforesaid is not fully recovered by ICAI, we,Bank hereby unconditionally and irrevocably undertake to pay the ICAI on demand and without demur or protest to the extent of the said sum of Rs.....any claim made by ICAI on us against non-utilisation / misutilisation of the said advance and/or by reason of ICAI not being able to recover in full the sum of Rs..... as aforesaid.
3. We.....Bank further agree that ICAI shall be the sole judge of and as to whether the said Contractor has utilised or not utilised the said advance or any part thereof for the purposes of the said Contract and/or as to whether the advance or any part thereof with interest has been recovered or not and the finding of the ICAI in this regard shall be conclusive, final and binding on us.
4. We, the said Bank further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and till the said advance has been fully recovered and its claims satisfied or discharged and till ICAI certifies that the said advance with interest has been fully recovered from the Contractor.
5. ICAI shall have the fullest liberty without affecting in any way the liability to the said Bank under this guarantee or indemnity from time to time to vary any of the terms and conditions of the said Contract, or the advance or to extend time of performance by the

said Contractor or to postpone for any time and from time to time any powers exercisable by it against the said Contractor and either to enforce or forbear from enforcing any of the terms and conditions governing the said Contract or securities available to ICAI and the said Bank shall not be released from its liability under these presents by any exercise by ICAI of the liberty with reference to the matters aforesaid or by reason of time being given to the said Contractor or any other forbearance, act or omission on the part of the ICAI or any indulgence by ICAI to the said Contractor or of any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of so releasing the said Bank from its such liability.

6. The obligations of the Bank in terms hereof shall not be anyway affected or suspended by reasons of any dispute or disputes having been raised by the Contractor (whether or not pending before any arbitrator, Tribunal or court) or any denial of liability by the Contractor.
7. The amount stated in any notice of demand addressed by ICAI to Bank or to the Contractor, shall be conclusive evidence of the amount so liable to be paid to ICAI by the Bank.
8. This guarantee/undertaking shall be in addition to any other guarantee or security whatsoever that ICAI may now or any time may have in relation to the Contractor's obligations or liabilities under and/or in connection with the said Contract, and ICAI shall have full authority to take recourse to or enforce this security in preference to any other guarantee or security which ICAI may have or obtain and there shall be no forbearance on the part of ICAI in enforcing or requiring enforcement of any other security and shall not have the effect of releasing the Bank from its full liability hereunder.
9. We, the said Bank further undertake that we shall pay forthwith the amount stated in the notice of demand without demur and protest notwithstanding any dispute/difference pending between the parties before the arbitrator Tribunal or Court and/or dispute is being referred to arbitrator.
10. We, the said Bank undertake not to revoke this Guarantee during its currency except with the consent of ICAI in writing and agree that any change in the Constitution of the said Contractor or the said Bank shall not discharge our liability hereunder.
11. This guarantee/undertaking shall be a continuing guarantee/undertaking and shall remain valid and irrevocable for all claims of ICAI and liabilities of the Contractor arising up to and until midnight of.....

For and on behalf of the Bank

Dated.....day of2026_

APPENDIX – 2

BANK GUARANTEE FOR PERFORMANCE

Bank Guarantee No

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

Whereas Institute of Chartered Accountants of India (which include its successors and assigns), a statutory body established under the Chartered Accountants Act, 1949, having its Head Office at 'ICAI Bhawan' Indraprastha Marg, New Delhi – 110 002 (hereinafter referred to as "ICAI"), in terms of its Tender dated for having awarded a work vide Letter of Intent (LoI)/ work order/ contract/ supply order No. dated (hereinafter called the 'Work') to M/s. (which include its successors and assigns), a Company registered under Companies Act, having its registered office at, Head Office at and one of its Branch/ Regional Office at... (hereinafter called the 'Contractor') at a total price of Rs..... subject to the terms and conditions contained in the contract.

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

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

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

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

Date the day of2026

For and on behalf of the Bank

.....
Signature Date

.....
Name

.....
Designation.

APPENDIX – 3

Proforma of Undertaking/Performance Guarantee for any latent or patent defect or deficiency manifesting itself in the for a period of counted from the expiry of the defect liability period to be given on Rs. 100/- Non-Judicial Stamp Paper

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

Sir,

Sub:

Ref: TENDER No **. Dated**

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

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

The question whether the work is defective as aforesaid shall be decided by M/s....., (hereinafter referred to as "Consultant") and the decision of the Consultant shall be final, conclusive and binding on us.

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

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

Shri..... has been duly authorized by M/s..... vide Board Resolution No. dated to sign this Undertaking/Guarantee.

All parts of this guarantee have been read and fully understood by us.

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

SIGNATURE

COUNTERSIGNATURE

WITNESS:

NAME:

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

Part –II

FINANCIAL BID

(On the Letterhead of the Bidder)

The Bidder is required to submit the financial bid in the following format. The rates quoted by the bidder shall be exclusive of GST (Extra as applicable).

Sr. no.	Description of material	Qty	Unit	Rate	Amount	REMARKS
1	SITC of VRV/VRF Air-Conditioning system Supply, Installation, Testing & Commissioning of Variable Refrigerant Flow modular type air-conditioning system. The system shall be complete with outdoor units and individual controller as per detail given in specifications and having following items: SITC OF Outdoor units:- 28 HP – Quantity – 4 Nos. VRF air conditioning system, outdoor unit (ODU) complying standards working on HFC free refrigerant R410A or other required/suitable green equivalent refrigerant, for cooling capacity delivering 100% at 43°C and non-stop cooling even at 56°C, modular type horizontal/vertical hot air discharge suitable for total piping length upto 1000 metre operation in cooling mode with inverter based VRF technology microprocessor based control compressor starter/control panel complete with fully inverter scroll/rotary, air cooled anti-corrosive copper condenser coil suitable shape for increasing maximum heat transfer area, built in oil separator, accumulator and oil receiver, copper tube aluminium fin air cooled condenser, condenser fan with motor suitable for 415V ±10%, 50 Hz, 3 phase power supply, internal copper refrigerant piping, internal wiring and first charge of refrigerant, etc. all housed in powder coated weather proof cabinet on provided angle iron frame or suitable foundation connected to the system in approved manner complete. Unit shall be equipped with oil recovery system to ensure stable operation with long refrigerant piping. The unit shall be compatible for BMS operation and AHU system at ICAI Bhawan, Indore.	4	No.			
2	SITC OF AHU SYSTEM - Compatible Double skin horizontal floor mounted thermal break Al profile air handling unit – 1 No. Containing 4 coil with VRF connection. Air quantity - 36000 CFM	1	No.			
3	Supply of Panel compatible to SITC of VRV/VRF Air-Conditioning system and AHU System to be installed	1	No.			

Sub Total Amount			
GST Amount			
Total Amount (Including GST)			
Total Amount (In words)			

Name:

Date:

Sign:

Address with Phone No

and E MailID: Stamp: