



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

**(Setup by an Act of Parliament)**

**TENDER**

**FOR**

**APPOINTMENT OF AIR CONDITIONING CONTRACTOR  
FOR AIR CONDITIONING WORKS FOR BHILWARA BRANCH OF CIRC OF  
ICAI, AT "ICAI BHAWAN" NEAR CA CIRCLE, SECTOR NO 8, PATEL  
NAGAR, BHILWARA, RAJASTHAN - 311001, INDIA.**

Tender Ref. No. ICAIBHL/2024-25/03

Issued on Dated 08/10/2024

**PART – I: TECHNICAL BID**

## **PROJECT INFORMATION**

Project: Air Conditioning works for ICAI Bhawan, Bhilwara Branch  
CIRC of ICAI, Near CA Circle, Sector No. 8, Patel Nagar, Bhilwara,  
Rajasthan - 311001

EMPLOYER: The Institute of Chartered Accountants of India.

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

Branch of CIRC: Bhilwara Branch, at ICAI Bhawan,  
Near CA Circle, Sector No. 8, Patel Nagar,  
Bhilwara, Rajasthan - 311001.  
Ph. No. 9929174999, 9950053500

Type of Tender: Open Tender

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

Location of Site: Bhilwara Branch of CIRC of ICAI, at ICAI Bhawan,  
Near CA Circle, Sector No. 8, Patel Nagar,  
Bhilwara, Rajasthan - 311001.

Terrain: As per site

Project Architect & PMC: Akash Chawat & Associates  
50-A, Saheli Nagar, Udaipur  
Rajasthan 313001  
E-mail: [akashchawat@gmail.com](mailto:akashchawat@gmail.com)

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## **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.  
Local Office: ICAI Bhawan, Near CA Circle, Sector No. 8, Patel Nagar  
Bhilwara, Rajasthan - 311001

### **NOTICE INVITING TENDER**

ICAI invites unconditional sealed tender in two bid system (Technical bid and Price bid in two separate covers) from eligible, experienced and reputed Bidder/contractor for **Air Conditioning works for Bhilwara Branch of CIRC of ICAI at ICAI Bhawan, Near CA Circle, Sector No.8, Patel Nagar, Bhilwara, - 3110011, Rajasthan.**

Work described in the Tender document in detailed is available at ICAI website **www.icaai.org, www.circ.icaai.org & www.icaibhilwara.com. The last date of submission of duly filled in Bids is 30.10.2024 up to 4:30 PM**

Secretary, ICAI

Tender Ref. No. **ICAIBHL/2024-25/03**

**SECTION I  
INVITATION TO BID**

The Institute of Chartered Accountants of India (ICAI) invites unconditional sealed tenders in two bid system (Technical Bid and Price Bid in two separate covers) from eligible, experienced and reputed Contractor in respect of Air Conditioning work. **The duly filled in bids shall be received on or before 30/10/2024 Up to 4:30 P.M at Bhilwara.**

A Digital copy of Tender Documents may be obtained by any interested Bidder on submission of a written application to the Secretary, The Institute of Chartered Accountants of India, and on payment of non- refundable tender fee of Rs1000/- plus GST at the rate of 18%. in the form of a Demand Draft issued from a Nationalized/ Scheduled Commercial Bank drawn in favor of “**The Secretary, The Institute of Chartered Accountants of India**”, payable at New Delhi, on any working day from **08/10/2024 to 30/10/2024 during 11:00 Hrs. to 16:30 Hrs. Only one set of Tender Documents shall be issued to one Bidder.**

Also, Tender document may be downloaded from ICAI’s web site **www.icaai.org, www.circ.icaai.org & www.icaibhilwara.com.** The Bidders downloading the Tender Document from website shall have to enclose non-refundable Demand Draft issued from a Nationalized / Schedule Commercial Bank for 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 17/10/2024 at 11.00 AM. at Bhilwara Branch of CIRC of ICAI at ICAI Bhawan. Near CA Circle, Sector No. 8, Patel Nagar, Bhilwara, Rajasthan - 311001**

<b>S. No.</b>	<b>Name of work</b>	<b>Construction (in sq.ft.)</b>	<b>Earnest Money Deposit (Rs.)</b>	<b>Time of Completion inclusive of rainy periods and holidays (days)</b>
1	Air Conditioning Works	10000 Sq.ft	35,000.00/-	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:	Comprehensive renovation in respect of Air-Conditioning work. <b>(Cost of work Rs. 17 Lacs inclusive of GST) approx.</b>
B	Cost of Tender Documents:	Non-refundable Rs.1000/- plus GST @ 18% in form of Demand Draft favoring “The Secretary, The Institute of Chartered Accountants of India’ payable at New Delhi”. An additional charge of Rs.500.00 for postage to be paid by the Bidder, if the tender documents are requested by post. ICAI would not be responsible for delays in post.
C	Availability of Blank Tender document:	Blank tender document shall be available from 08/10/2024 to 30/10/2024 at the website of ICAI or may be obtained from the office of ICAI on submission of a written application to the Secretary, The Institute of Chartered Accountants of India
D	Address from where Tender document can be obtained:	Also, Tender document may be downloaded from ICAI web site <b>www.icaai.org, www.circ.icaai.org &amp; www.icaibhilwara.com</b>
E	<b>Pre-Bid Meeting will be held on</b>	<b>17.10.2024 on 11.00 AM at Bhilwara Branch of CIRC of ICAI, at ICAI Bhawan, Near CA Circle, Sector No. 8, Patel Nagar, Bhilwara, Rajasthan - 311001.</b>
F	<b>Last Date &amp; time of receipt of Tender:</b>	Tenderers may send the bids at the address given below either by registered post/speed post or may be dropped in the designated tender Box so as to reach <b>on or before 30.10.2024 up to 16:30 Hrs.</b> ICAI would not be responsible for delays in post.
G	Place of submission of tender:	At ICAI Bhawan, Near CA Circle, Sector No. 8, Patel Nagar, Bhilwara – 311001, Rajasthan
H	<b>Date, time and place of opening of Envelope No.1 Technical Bid:</b>	<b>The Technical bids shall be opened on 04.11.2024 at 11:00 A.M,</b> even if bidders are not present. In the event, the specified date of bid opening is declared as or happens to be a holiday for ICAI, the bid shall be opened on the next working day at the specified time at Bhilwara Branch of CIRC of ICAI at ICAI Bhawan, Near CA Circle, Sector No. 8, Patel Nagar, Bhilwara - 311001
I	Date of opening of Price bid: Envelope No.2	After evaluating the technical bids on the given Parameters, the financial bids of successful bidders shall be opened on same day or on any other date at the discretion of ICAI as notified even if bidders are not present. In the event, the specified date of bid opening is declared as or happens to be a holiday for ICAI, the bid shall be opened on the next working day at the specified time and location.
J	Bid validity period:	The offer of the Contractor shall remain valid for a period of minimum 90 days from the last date for submission of the bids which may be extended further by ICAI. The Bid security accompanying the bid shall be valid for Three months from submission of his bid.
K	Performance Security Deposit:	5% of the accepted tender project value to be deposited before commencement of the work in the form of either pay order/ demand draft or Bank Guarantee (valid up to 90 days after completion of the Defect

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

**Note:-**

ICAI reserves all rights at any time to reject any tender/ bid at any stage and/or time fully or partly for whole process and/or for particular contractor and also reserves all rights at any time to add, alter, modify, change, edit & delete any condition at any stage and/ or vary all or any of these terms and conditions or replace fully or partly for whole process and/or for particular contractor or vary all or any of these terms and conditions or replace without assigning any reasons whatsoever. In this regard, the decision of ICAI shall be final and binding on all the participants.

ICAI reserves right to reject any or all tenders/ bids and the entire tender process without assigning any reason whatsoever.

Canvassing in any form in connection with the tender is strictly prohibited and the tender submitted by the bidder which resorts to canvassing is liable to be rejected.

ICAI or its representatives shall not entertain any bidder during the period of the selection of agency is in process.

During the process of Technical Evaluation of bids and in any case prior to the opening of Financial Bid, ICAI reserves the right to verify the particulars furnished by the tenderer/ bidder, independently.

In no case, the request of bidders for change or modification in any terms and conditions related to payment shall be entertained.

ICAI reserves the right to modify any condition of Tender documents at any time. ICAI can also issue corrigendum to this tender by notifying the same at [www.icaai.org](http://www.icaai.org), [www.circ.icaai.org](http://www.circ.icaai.org) & [www.icaibhilwara.com](http://www.icaibhilwara.com).

Bidder should have valid GST registration number and meet all legal requirements.

The Successful Bidder shall NOT sub-let or assign the work or coordinate with any other party/ sister concern, subsidiary, holding etc. without prior written consent of ICAI.

Bids without accompanying the prescribed EMD shall be summarily rejected.

The bidders are advised to go through the Tender document and advertisement carefully to understand the documents required to be submitted as part of the bid. Any deviation from the given terms may lead to rejection of the bid. The complete Tender document along with the

documents enclosed therewith should be numbered and cross-referenced/linked with Tender Clause Number.

Unconditional tender bearing any condition will be summarily rejected.

ICAI may, for any reason whether at its own initiative or in response to the clarification requested by the prospective Bidder, issue amendment in the form of addendum during the Bidding period and subsequent to receiving the bids. Any addendum or corrigendum thus issued shall become part of bidding document and Bidder shall submit 'original' addendum/ corrigendum duly signed and stamped in token of his acceptance. ICAI can also issue corrigendum to this Unconditional Tender by notifying the same at [www.icaai.org](http://www.icaai.org), [www.circ.icaai.org](http://www.circ.icaai.org) & [www.icaibhilwara.com](http://www.icaibhilwara.com).



## **SECTION – II**

### **GENERAL INSTRUCTIONS TO TENDERERS**

#### **1. GENERAL INSTRUCTIONS**

**1.1** The Invitation to Bid shall form an integral part of the Contract.

**1.2** The Tenderers shall check the number of pages of all the documents and if they find anything missing or unclear, they must notify ICAI at once for clarification. No liability for errors in the tender resulting from failure to check the documents will be accepted. If any clarification, addition, alteration or amendments to the drawings or specification be necessary during the tender period, then it will be a part of the contract in the form of an addendum. Such an addendum must be clarified by the CONTRACTOR and those addendums will be a part of the tender document. The Tenderer has to incorporate the entire addendum as and where applicable and the tender not incorporated with the addendum is liable to be rejected.

**1.3** The Tenderers must understand that the quantities marked in bill of quantities for respective items are not the final/ actual quantities. These are only estimated quantities. These quantities are liable to alteration, omission, deletion or addition at the discretion of the Architect/ ICAI without affecting the terms of the contract. Nothing extra will be paid on this account

**1.4** Before tendering, in the pre-bid meeting, the Tenderer shall satisfy himself fully regarding the nature of the work and get required clarifications from the ICAI. No plea with respect to want of information or clarification on any particular point shall be entertained after the tender has been received.

**1.5** Each page of the tender document is required to be duly signed, stamped and dated by the Tenderer's authorized representative.

i. If the tender has to be submitted by a Partnership firm/Limited Liability Partnership (LLP), it should be signed by all the partners or by the partner who has the necessary authority on behalf of the firm/LLP to enter into the contract and the tender document shall be submitted along with such power of attorney.

ii. If the tender has to be signed on behalf of a company incorporated under the Companies Act, 1956 or Companies Act ,2013 it shall be signed by the Managing Director or one of the Directors duly authorized in this behalf, by resolution of Board of Directors of the Company. A copy of the Memorandum and Articles of Association of the company besides the Board resolution should also be submitted along with the tender.

**1.6** The signature and the address of the authorized person signing the tender document must be attested by one witness. The witness must be a person of status and propriety. His name, occupation, Mobile number and address should be stated clearly below his signature.

**1.7** Along with the submission of tender, the Tenderer shall indicate the name(s) of the authorized representative who would be responsible and authorized to discuss, negotiate and provide clarification and receive instruction from the Architect/ ICAI during and the post tender stage.

**1.8** All parts of Tender documents including drawings, formats, addendums etc., should be submitted duly signed and stamped.

**1.9** The Tenderer shall fill in the rates and amount both in figures as well as in words. The amount for each item should be worked out and totaled.

- i. The rates, amounts and all other entries in the Tender documents shall be written by hand in ink only.
- ii. All corrections should be attested by the Tenderer with his dated initials as many times as the corrections occur.
- iii. Any tender with unattested overwriting or corrections is liable to be rejected.
- iv. Arithmetical errors in filling the rate and amount will be incorporated as follows:
  - a. While filling the rates, the rate in words will supersede the numerical rate.
  - b. Totaling of amount will be corrected clearly on the basis of arithmetical rules.
  - c. In case of error in totaling, rate given in words will prevail and tender value will be corrected accordingly.
  - d. If there is discrepancy between unit price and total price that is obtained by multiplying the unit price with the quantity, Unit price shall prevail, and total price shall be corrected.

**1.10** Tenderer should not make any alteration in the Tender document including Instructions to Tenderers, the Conditions of Contract, the Drawings, Specifications and Quantities. If at any stage, it is found that alterations (s) are made, the tender shall be liable to be rejected and EMD shall be forfeited.

**1.11 Request For Information**

No oral request will be entertained; however, information will be given on written requests over following:

- i. Ambiguity / Clarification in conditions, specifications, drawings, Bill of Quantities, site etc.
- ii. Regarding items of work which are included in the tender and / or regarding items of works which Tenderer considers shall be included to complete the work in all respect.

**1.12** The date of start of work shall be assumed as 7 days after the date of issue of Letter of Intent/ Work Order, or handing over of the site, whichever is later. Within this period the CONTRACTOR must submit the Performance Security and should also hand over a Non-Judicial Stamp Paper of the requisite value to execute the agreement, to the representative of the ICAI.

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

**1.14** If the contractor fails to quote rate for any particular item in the tender, the rate for that particular item will be treated as zero and contractor shall be liable to execute that item at zero rate, for a quantity limited up to the quantity given in the tender.

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

**1.16** The quoted rates shall 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.

**1.17** The rates quoted by the Tenderer shall cover the cost of all loading, transporting to site, unloading, sorting under covers as required, assembling or joining the several parts together as necessary and incorporating or fixing materials in the work including all preparatory work or

whatsoever description as may be required and of closing, preparing, loading, returning empty cases of containers to the place of issue.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**1.34** Architect/ICAI may inspect the sites if necessary

## **2. ELIGIBILITY CRITERIA:**

**2.1** Contractors who fulfil the following conditions shall be eligible to apply. Joint ventures are not accepted. Experience of having successfully completed works during the last 5 years ending 31st March 2024.

**i) The Bidder should have executed one similar work having value of at least equal to proposed Value, OR Two Similar works having value of at least 80% to proposed value, OR Three Similar works having value of at least 60% to proposed value completed during last 05 years.**

ii) At least one Completed work of similar nature costing not less than the amount equal to 25 % of the estimated cost put to tender with any Central Government Department/State Government Department/Central Autonomous Body/ Central Public Sector undertaking/State Public Sector undertaking/ Educational Institutes / Firms of repute.

**iii) Turnover: Average annual financial turnover per year on Air Conditioning works should be at least 50 Lacs, during the immediate last 3 consecutive financial years.**

iv) Profit/loss: The Tenderer should not have incurred any loss for more than two years during the immediate last five consecutive financial years. The same has to be duly certified by a Chartered Accountant.

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

1. Copy of Income Tax Returns for three previous year's up to 31-03-2024 in original or certified true copies,
2. Copy of Permanent Account Number (PAN) for income tax purpose.
3. Copy of TDS certificate issued by the clients to substantiate the claim for the value of works executed in the private sector.
4. Preferably Certificate as a registered Contractor with the, MES/CPWD/any other central/state government agency, if any.
5. GST Registration certificate.
6. Certificate of incorporation of the firm (Company Act/ Partnership etc.)
7. Power of attorney in favor of partner submitting the tender, in case of partnership firm.

8. Resolution of Board of Directors of the Company, signed by MD/ Director/ Key Managerial Person/ Officer of the company).

vi) Even though the Tenderer meets the specified criteria, he may be disqualified if he has:

a. Made untrue or false declaration in the forms, statements and attachments submitted in proof of

b. Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, poor workmanship or financial failure, etc.

c. If the Tenderer is overbooked beyond his capacity to execute the work as per required schedules.

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

a. **Earnest money Deposit of Rs. 35,000.00/-** shall be given along with the tender in the form of DD/ Pay Order in favour of **Secretary, The Institute of Chartered Accountants of India, New Delhi**, to be included in Envelope no. 1 (Technical Bid) only.

b. Any bid not accompanied by an Earnest Money (Bid Security) shall be rejected by ICAI as non – responsive.

c. The amount of earnest money will be refunded to the unsuccessful tenderers. In case of the successful Tenderer, it will be refunded on his paying the Performance Security and executing the Agreement. If successful Tenderer does not pay the Performance Security in the prescribed time limit or does not execute the Agreement, his earnest money deposit will be forfeited by ICAI.

d. No interest would be paid by ICAI on Earnest Money Deposit. The EMD may be forfeited if the Tenderer withdraws his bid during the period of bid validity.

e. The EMD may be forfeited if:

i. The tenderer unilaterally modifies its application price any time after submission of Bid and after being declared as successful bidder.

ii. The tenderer withdraws its/ his offer during the tender validity period or non-acceptance of Letter of Intent/ work order by the successful Bidder.

iii. The tenderer fails to furnish performance guarantee/ performance security/ security deposit within 10 days from the issuance of award of the work/ Letter of Intent/ Work Order.

iv. The Successful bidder refuses/fail to commence the work within the stipulated time.

v. The successful bidder refuses/ fails to execute the Agreement or furnish the Performance Security/ Guarantee.

vi. The Bidder founds to be indulged in Canvassing, Fraud, Corruption, Misrepresentation, Mal Practices etc. in any form in connection with the tender.

vii. The Bidder founds to be suppressing the information or furnishing wrong or incomplete information.

viii. The Bidder fails to keep all the information/ details /drawings /material specification confidential and fails to maintain secrecy.

ix. The successful bidder fails to honor or refuses to comply with or modifies any or all terms and conditions of the RFP/ tender.

x. The successful bidder fails to handover the Insurance Policy in original to ICAI within 10 days from the date of Letter of Intent/ Work Order.

xi. If the successful bidder places any additional condition or request to change any of the terms and conditions of the Tender document subsequent to declaration of L-1 bidder at the time of accepting Letter of Intent/Work order or thereafter at any stage.

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

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

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

Bhilwara Branch of CIRC of ICAI at ICAI Bhawan, Near CA Circle, Sector No. 8, Patel Nagar, Bhilwara, Rajasthan - 311001

The same may also be downloaded from the ICAI website:  
www.icai.org, www.circ.icai.org & [www.icaibhilwara.com](http://www.icaibhilwara.com)

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

Tenderers or their representatives are advised to attend **pre bid meeting on 17.10.2024 at 11.00 A.M.** at Bhilwara Branch of CIRC of ICAI at ICAI Bhawan, Near CA Circle, Sector No. 8, Patel Nagar, Bhilwara, Rajasthan - 311001

1. The purpose of the meeting is to clarify any issues and to answer questions on any matter that may be raised at this stage. The **Tenderers** are requested to submit questions/queries in writing or through email to reach ICAI not later than **16.10.2024 up to 4:30 P.M.** Email Id for this communication is, [bhilwara@icai.org](mailto:bhilwara@icai.org).

2. The reply to the queries/ questions of Tenderers will be given by ICAI during pre-bid meeting and will be compiled and hosted on the website after pre-bid meeting. This clarification referred to as addendum/ corrigendum shall form part of the tender documents which shall also be common and applicable to all Tenderers.

3. The tender submitted by Tenderer shall be based on the addendum/corrigendum (if any) by the ICAI and this tender shall be un-conditional. Conditional Tenders shall be summarily rejected.

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

The Bid should be Addressed to: Secretary ICAI and should be submitted at the address given below either by registered post/speed post / or be dropped in the tender box, placed at Bhilwara Branch of CIRC of ICAI at ICAI Bhawan, Near CA Circle, Sector No. 8, Patel Nagar, Bhilwara, Rajasthan - 311001

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

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

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

1. Earnest Money Deposit (Bid security)
2. Tender fee, if the tender is downloaded from the website
3. Certificate of incorporation of the Company/firm (Company Act/ Partnership etc.)
4. PAN Card

5. Registration certificate of GST
6. Copy of last six months GST returns filed
7. Certificate as a registered Contractor with the MES/CPWD/any other central/state government agency, if any.
8. Resolution of Board of Directors of the Company, if bid is signed by MD/ Director/ Key Managerial Person/ Officer of the company).
9. Power of attorney as applicable
10. Registered partnership deed
11. Form A - Financial Information with supporting document
12. Form B - Form of Bankers Certificate from a Scheduled Bank.
13. Form C - Details of all similar works completed during the last five years in same name and style. Certificate of completion of works from clients to be attached.
14. Form D - Project under execution or awarded
15. Form E - Performance Report of work referred to in Forms C and D
16. Form F - Structure & Organization
17. Form G - Details of Technical & Administrative Personnel to be employed for the work.
18. Form H - Details of construction plant and equipment likely to be used in carrying out the work
19. Form I - Details of Statement of Arbitration & Disputes
20. Income tax return for the last five years
21. Tender Form along with Appendix duly signed and sealed, on the letter head of Tenderer.
22. Original bidding document including drawings, corrigendum/ addendum and all other documents duly signed & stamp; sealed.
23. SECTION – VII – Declarations 1, 2 and 3.

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

The second envelope clearly marked as 'Envelope no. 2 (Price Bid)'

The Tenderer shall quote for the work as per details given in the main tender and also based on the addendum or corrigendum. **Rates quoted should be inclusive of GST/taxes** as applicable. Rates quoted in the BOQ shall also be inclusive of all duties, Scaffolding, leads, lifts, handling costs, transportation, local or outstation, loading and unloading, wastage etc. In case any activity, though specifically not covered in description of Bill of Quantities but is required to complete the work as per scope of work, scope of supply, specifications, standards, drawings, General Conditions of contract, special conditions of contract or any other part of tender documents, the quoted rates shall be deemed to be inclusive of cost incurred for all such activities. This tender shall be unconditional.

#### **4.5 SUBMISSION OF TENDERS:**

1. The sealed Envelope No .1 (Technical Bid) and Envelope No. 2 (Price Bid) should be sealed by the Bidder in separate covers duly super scribed as "Technical Bid" and "Price Bid" respectively and shall be again put together in one common cover and sealed. This sealed cover shall be marked on left hand top corner as **"BID FOR Air-Conditioning works for Bhilwara Branch of CIRC of ICAI at ICAI Bhawan, Near CA Circle, Sector No. 8, Patel Nagar, Bhilwara, Rajasthan - 311001"**

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

#### **4.6 OPENING OF TENDERS:**

The issue of tender document shall not automatically mean that the Tenderers are considered qualified. The tender committee shall evaluate the qualifying requirements of each Tenderer as per Invitation to Bid. Bids not meeting the qualified requirement shall be treated as non-responsive and Price Bid of unqualified bidder will be returned to the concerned Tenderer without opening. The bids shall be opened on the date specified in the tender notice at Bhilwara Branch of CIRC of ICAI at ICAI Bhawan, Near CA Circle, Sector No. 8, Patel Nagar, Bhilwara, Rajasthan - 311001

In the event, the specified date of bid opening is declared a holiday for ICAI, the bid shall be opened on the next working day at the specified time and location.

The following procedure will be adopted for opening of the tender.

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

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

During evaluation, ICAI may request Bidder for any clarification on the bid, additional or outstanding documents. Bidder shall submit all additional documents in one original and one copy thereof. However, seeking clarification shall be on sole discretion of ICAI.

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

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



2. The date of opening of Envelope No.2 (Price Bid) shall be decided and communicated well in advance to all the Tenderers whose credentials meet qualifying requirement as per Invitation to Bid and are acceptable to ICAI.

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

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

#### **4.7 EVALUATION CRITERIA:**

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

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

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

Sr. No.	Item	Submitted Yes/ No
1	Earnest Money Deposit submitted (Bid security)	
2	Tender fee submitted ,if the tender is downloaded from the website	
3	Certificate of incorporation of the firm (Company Act/ Partnership etc.)	
4	Registration certificate of GST	
5	EPF Registration Certificate	
6	Registration certificate of ESI	
7	PAN Card	
8	Profit & Loss statement, Balance sheet for last three financial years including audit report.	
9	Income tax returns for the last five years	
10	Power of attorney as applicable	
11	Resolution of Board of Directors of the Company, if bid is signed by MD/ Director/ Key Managerial Person/ Officer of the company).	
12	Certificate of completion of works from clients for works completed in same name and style.	
13	Copy of work order for work in hand, in same name and style.	
14	Tender Form along with Appendix duly signed and sealed, on the letter head of tenderer.	
15	Solvency certificate for current year	
16	Certificate as a registered Contractor with the MES/CPWD/any other central/state government agency, if any.	
17	Original bidding document including drawings and all other documents duly signed& sealed	
18	Evaluation Formats 'A' to 'T' duly filled, signed and sealed.	
19	Intimation and declaration with respect to the names of persons who are working with the bidder in any capacity or are subsequently employed by him and who are relatives to any person associated with the ICAI in any manner whatsoever.	
20	Copy of brochures of brand, Model number, Technical specifications of all items relevant to the tender.	

**SECTION - III  
GENERAL CONDITIONS OF CONTRACT**

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### 1. INTERPRETATIONS

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

a)	EMPLOYER	Shall mean "The Institute of Chartered Accountants of India, New Delhi" (ICAI) and shall include their representative/s assignees or successor/s.
b)	TENDERER/ BIDDER	Tenderer shall mean the firm/ company/ LLP/ individual who is eligible to submit the bid against the Invitation to Bid.
c)	Contractor	Means the individual or firm/LLP or Company, undertaking the works and shall include legal representatives of such individual or firm or company, or the successors of such individual or firm or company and the permitted assignor of such individual or firm or Company.
d)	SUB-CONTRACTOR	Sub-contractor shall mean the person, firm, company etc. named by the contractor whom a part of contract has been sub-let with the consent of employer/ Architect and shall include his heirs/ successors/ legal representatives/ assignees.
e)	SITE	Shall mean the site of the contract works including any building and erections thereon and any other land (inclusive) as aforesaid allotted by the EMPLOYER for the Contractor's use.
f)	PROJECT MANAGEMENT CONSULTANT (PMC)/ ENGINEER IN CHARGE	Shall mean ARCHITECT/ officer of the EMPLOYER or his representative.
g)	THIS CONTRACT	Shall mean the tender, its acceptance, Agreement, the Appendices, the Schedule of Quantities, Specifications, addendum, corrigendum and the drawings pertaining to the work.
h)	NOTICE IN WRITING	Notice in Writing or written notice shall mean a notice in writing, typed or printed (unless delivered personally or otherwise proved to have been received) by registered post to the last known private or business address or registered office of the addressee and shall be deemed to have been received in the ordinary course

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

		or permanent, and whether original, altered, substituted or additional.
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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. During the defect liability period, if any damage occurs, same shall be rectified/replaced by the contractor free of cost. If the contractor does not attend for rectification/replacement within specified time periods, the same shall be executed by the Institute at the risk and cost of the contractor and the amount of expenditure including the overhead of the Institute will be recovered from the security deposits retained by the Institute.
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### 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.

- The Successful Bidder shall be required to accept the LoI/ Work order within 2 days of its issuance.
- The Successful Bidder shall be required to furnish Performance Security of requisite value as stipulated in this Tender Document to the ICAI within 10 days from the date of award of contract.
- The Successful Bidder shall be required to execute the Agreement within 10 days of issuance of LoI/ Work Order.

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

In the event of the Successful Bidder failing to fulfill the Conditions Precedent, ICAI 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:

- It is duly organized and validly existing under the laws of India and has full power and authority to execute and perform its obligations under this Tender Document/ ensuing Agreement and to carry out the transactions contemplated hereby.
- It has taken all necessary corporate and other actions under laws applicable to its business to authorize the execution and delivery of this Tender and to validly exercise its rights and perform its obligations under this Tender and under ensuing agreement.

- The Bidder shall have the financial standing and capacity to undertake the proposed Project in accordance with the terms of this Tender.
- In providing the Services, it shall not cause any disruption to ICAI's normal operations.
- This Tender has been duly executed, filled and submitted by it and constitutes a legal, valid and binding obligation, enforceable against it in accordance with the terms hereof, and its obligations under this Tender shall be legally valid, binding and enforceable against it in accordance with the terms hereof.
- The information furnished in the Tender documents and as updated is true and accurate in all respects and nothing is suppressed or mis-represented.
- 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.
- There are no material actions, suits, proceedings, or investigations pending or, to its knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the breach of this Tender or ensuing Agreement or which individually or in the aggregate may result in any material impairment of its ability to perform any of its material obligations under this Tender or ensuing Agreement;
- It has committed no violation or default with respect to any order, writ, injunction or decree of any court or any legally binding order of any Government Instrumentality which may result in any Adverse Effect on its ability to perform its obligations under this Tender or ensuing Agreement and no fact or circumstance exists which may give rise to such proceedings that would adversely affect the performance of its obligations under this Tender or ensuing Agreement;
- It has complied with Applicable Laws in all material respects and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have an Adverse Effect on its ability to perform its obligations under this Tender or ensuing Agreement.
- It and its personnel have the necessary experience, skill, knowledge and competence to perform the services, under the Tender document.
- No sums, in cash or kind, have been paid or shall be paid, by it or on its behalf, to any person by way of fees, commission or otherwise by entering into this Tender or for influencing or attempting to influence any officer or employee of ICAI in connection therewith.
- No representation or warranty by it contained herein or in any other document furnished by it to ICAI or its Employee or its nominated agencies in relation to the Required Consents contains or shall contain any untrue or misleading statement of material fact or omits or shall omit to state a material fact necessary to make such representation or warranty not misleading.



### **1.3 APPLICATION**

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

### **1.4 TENDER CLARIFICATIONS**

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

### **1.5 AMENDMENTS IN TENDER**

At any time prior to the deadline for submission of bid, ICAI may for any reason, modify the Tender. The Bidders having received the Tender shall be notified of the amendments by posting the same at ICAI's website under the link: [www.icaai.org](http://www.icaai.org), [www.circ.icaai.org](http://www.circ.icaai.org) & [www.icaibhilwara.com](http://www.icaibhilwara.com) and such amendments shall be binding on them.

ICAI may issue amendment in the form of addendum or corrigendum during the Bidding period and subsequent to receiving the bids. Any addendum or corrigendum thus issued shall become part of the Tender document and Bidder shall submit 'original' addendum duly signed and stamped in token of his acceptance. For addendum or corrigendum issued during the Bidding period, Bidder shall consider the impact in his Bid. For addendum or corrigendum issued subsequent to receiving the Bids, Bidder shall follow the instructions issued along with addendum with regard to submission of impact on quoted price/ revised price, if any. It shall be the sole responsibility of the bidder(s) or intending bidder(s) to check the website of ICAI, from time to time, for any amendments to the Tender document. ICAI shall not be responsible for any failure by the bidder in this regard.

### **1.6 DISQUALIFICATIONS**

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

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

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

## **1.8 SUFFICIENCY OF TENDER**

- Bidder must get acquainted with the proposed work and requirements, conditions of contract, services and other tender documents carefully before tendering. No request of any change in rates or conditions for want of information on any particular point shall be entertained after receipt of the tenders. In case of any discrepancies or uncertainty concerning anything contained in the tender documents, the bidder shall obtain the ICAI's clarification and quote his rates accordingly. No claim for additional payment shall be entertained, if the bidder fails to comply with this requirement.
- No extra charges consequent upon any misunderstanding or otherwise shall be allowed.
- The bidder must, prior to submitting his tender, make local and independent enquiries and obtain complete information as to the matters and things referred to or implied in the tender documents or having any connection therewith, and must consider the nature and extent of all the probable and possible situations or interferences to completion of work , and must examine and consider all other matters, conditions and things and probable and possible contingencies, and generally all matters incidental thereto and ancillary thereof affecting the execution of the contract and which might influence it in making its tender.
- The bidder shall be deemed to have full knowledge of the scope of work and requirements mentioned therein including office of ICAI whether or not he actually inspects them. The bidder shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and costs quoted in the Quotation, which rates and costs shall, except as otherwise provided, cover all his obligations under the Contract and all matters and things necessary for completion of work as envisaged in the tender.
- 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.
- The tender shall be filled in, signed with all particulars, completed and submitted by one duly authorized to do so and he has to satisfy the ICAI that he is competent and authorized to enter into a legally binding and valid contract.
- The bidder is requested to study the tender document in detail and familiarize himself with all its conditions, before quoting the rates and any request for revision of rates or terms and conditions shall not be entertained in this regard.

- 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 signed by the bidder at each place.
- 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.
- The ICAI reserves the right to modify/ alter any of the conditions of the tender document by providing an Addendum/ Corrigendum.
- The right of acceptance of a tender shall vest with the ICAI, which does not bind itself to accept the lowest tender, and reserves with it the authority to reject any or all the tenders received, without assigning any reason. All tenders, in which any of the prescribed conditions is not fulfilled or are incomplete in any respect, are liable to be rejected.

### **1.9 LAWS GOVERNING THE CONTRACT**

i This contract shall be governed by the Indian Laws for the time being in force. The contract is confidential and must be strictly confined to the purposes of the contract. The original and duplicate copies of the contract shall be signed by the EMPLOYER and the Contractor or their accredited representative. The original shall be kept in the safe custody of the EMPLOYER and the duplicate copy shall be handed over to the Contractor. One certified true copy of the Contract shall remain in the custody of the Architect.

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

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

i. The several documents forming the contract are to be taken as mutually explanatory of one another. In case of discrepancy ICAI shall be sole deciding authority with regard to intention and interpretation of the document and its decision in this respect shall be final and binding.

ii. Any error in description, quantity or rate in Bill of Quantities or any omission there from shall not vitiate the contract or release the CONTRACTOR from the execution of the whole or any part of the works comprised therein according to the drawings and specifications or from any of his obligations under the contract. Any error in quantity rate or amount in Bill of Quantity and/ or Price Bid shall be adjusted in accordance with the following rules:

a. In the event of a discrepancy between description in words and figures quoted by a Tenderer the description in words shall prevail.

b. In the event of an error occurring in the amount column of Bill of Quantity/ Price Bid as a result of wrong extension of unit rate and quantity, the unit rate quoted by Tenderers shall be regarded as firm and the extension shall be amended on the basis of the rate.

c. All errors in totaling in the amount column and in carrying forward totals shall be corrected.

d. All rates shall be quoted on the tender form provided in the Bill of Quantities/ Price Bid. In case CONTRACTOR misses to quote rate for any item, the rate for that particular item shall be treated as 'Zero' and CONTRACTOR would be bound to execute that item without any payment limited to quantity mentioned in the BOQ/ Price Bid at the time of tendering.

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

The Letter of Intent/ Work Order will be issued by the ICAI to the successful TENDERER. Date of Commencement of the work shall be 7 days from the date of issue of this letter.

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

i. Contractor shall submit within one week of the acceptance of the tender a MS Project Chart to CLIENT/ OWNER along with a weekly work schedule, which shall indicate the planning for the execution of the entire work under the contract within the stipulated time given for completion. This shall be scrutinized by the CLIENT/ OWNER. The mutually agreed M S Project schedule shall be binding on the CONTRACTOR for progress of the work for by the due date.

ii. The Contractor shall during the entire tenure of site work, provide accurate fortnightly reviews of M S Project chart work targets & completed works for discussions with the CLIENT/ OWNER.

iii. Contractor shall maintain a register of daily deployment of labour, mason etc. on various activities and get it signed from Engineer-in-Charge on daily basis and shall produce before the CLIENT/ OWNER as and when asked for.

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

The Contractor shall be allowed admittance to the site on 'Date of Commencement' which will be 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, will make an interest free advance to the Contractor for the costs of mobilization in respect of the works in a lump sum amount equivalent to 10 % of the Contract price. The Payment of the mobilization advance will be due under separate certification by the PMC/ Architect after:

i Execution of the Agreement by the parties thereto,

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

Unless otherwise agreed, the advance loan shall be repaid with proportionate percentage deductions from the interim payments certified by the PMC/ Architect under the Contract. Recovery shall be made for the mobilization advance paid starting from the first interim R A Bill @ 12.50 % of the gross value of work done for the contract, until such time as the loan has been fully repaid.

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

- i. Interest free, refundable **Earnest Money Deposit (EMD) of Rs.35,000.00 (Rupees Thirty Five Thousand Only)** shall be submitted along with the tender in the form of Demand Draft drawn in favour of “The Secretary, The Institute of Chartered Accountants of India, New Delhi. The EMD should be included in Envelope No. 1 (Technical Bid) only. EMD can also be submitted in the form of Bank Guarantee (Validity 6 Months) drawn on any nationalized/scheduled commercial bank. No FDR is permitted.
- ii. 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.
- iii. The amount of earnest money will be refunded to the unsuccessful tenderers without any interest within 30 days from the date of award of contract to the successful tenderer. In case of the successful Tenderer, EMD shall be converted into Security Deposit or the same may be refunded after furnishing the Performance Security in the form of Irrevocable Bank Guarantee issued by a Nationalized/ Scheduled Commercial Bank drawn in favour of the Secretary, the Institute of Chartered Accountants of India. If successful Tenderer does not furnish the Performance Security in the prescribed time limit or does not execute a valid Agreement within specified time, his earnest money deposit shall be forfeited by ICAI.
- iv. No interest would be paid by ICAI on Earnest Money Deposit.
- v. In addition to other provisions, terms and conditions mentioned herein, the EMD shall be liable to be forfeited in any of the following conditions also:
  - a) The Bidder unilaterally modifies its application price or places any additional condition or request to change any of the terms and conditions of the Tender document or Letter of Intent/Work order any time after submission of Bid including after being declared as successful bidder.
  - b) The tenderer withdraws its/ his offer during the tender validity period or on non- acceptance of Letter of Intent/ work order by the successful Bidder.
  - c) The tenderer fails to furnish performance security within stipulated period from the issuance of award of the work/ Letter of Intent/ Work Order.
  - d) Successful bidder fail to commence the work within the stipulated time.
  - e) The successful bidder refuses/ fails to execute the Agreement within the stipulated time.

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

### **1.16 PERFORMANCE SECURITY**

Within 10 days of the receipt of the communication of the award of the contract from ICAI, the successful Tenderer shall have to furnish Performance Security (5% of the contract amount, to be submitted before signing agreement) in favor of the Secretary, ICAI, payable at New Delhi in the form of a bank guarantee issued by a nationalized/scheduled commercial bank strictly in the format provided by ICAI, and complete the Contract documents, failing to do so, his earnest money will be forfeited. The bank guarantee should be valid for the entire period of the contract including guarantee/ warranty period, defective liability period of 12 months plus ninety days thereafter. The validity of the bank guarantee should be suitably extended by the Contractor in the event of extension of time of the contract.

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

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

This Performance Security shall be refunded after the completion of the defect liability period plus 90 days prescribed for this Contract in accordance with the provisions in the Contract. No interest shall be payable on the Performance Security.

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

- i. the successful Bidder modifies its application price or places any additional condition or request to change any of the terms and conditions of the Tender document or Letter of Intent/Work order any time after being declared as successful bidder.
- ii. the successful bidder withdraws its/his offer during the period of agreement.
- iii. the successful bidder refuses/fails to execute the Agreement.

- iv. the successful bidder fails to perform the work to the satisfaction of the ICAI.
- v. the successful Bidder founds to be indulged in Canvassing or indulge in Fraud, Corruption, Bid Rigging, Collusive Bidding, Misrepresentation, Mal Practices etc. in whatsoever manner or any of the corrupt practices in any form in connection with tender.
- vi. the Successful Bidder is found to be suppressing the information or furnishing wrong or incomplete information or providing information which is misleading, false etc. and/or submitting documents which are fabricated or forged.
- vii. The successful bidder fails to honour or refuses to comply with or modifies any or all terms and conditions of the tender or Agreement.
- viii. The successful bidder assigns or sub-lets the work under the contract without the prior written permission from the ICAI.
- ix. if the service of the Contractor is found unsatisfactory or the Contractor changes the rates of contract during the contract period.
- x. the successful bidder fails to or delays in performing the assigned task beyond given timeline or fails or delays in curing the defects or fails to meet the quality specifications or fails to rectify technical difficulties or fails to clear the site on or before the date of completion etc. within a specified time.
- xi. On failure to pay the Liquidated Damages and/ or Penalty within the stipulated time.
- xii. Any amount which ICAI becomes liable to pay to the Govt/ third party on behalf of any default of the contractor or any of his servant/agents.
- xiii. Any payment/fine made under an order judgment of any court/consumer forum or law enforcing agency or any person working on his behalf.
- xiv. If the successful bidder fails to submit the Insurance Policy including renewed Insurance Policy in original to the ICAI within stipulated time.
- xv. The successful bidder do not handover the Guarantee/ warrantee Certificate in original to ICAI.
- xvi. If the successful bidder violates any of the applicable laws including rules, regulations, notifications, orders, directions, guidelines, Acts etc.
- xvii. Successful Bidder/ Contractor fails to keep all the information/ details /drawings /material specification confidential and fails to maintain secrecy.

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

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

### **1.18 EMERGENCY WORK**

Emergency works means, any urgent measures which, in the opinion of the ICAI, become necessary during the progress of the works to obviate any risk of accident or failure or which become necessary for security, or rectification to essential services during the defect's liability period. If any Emergency works become necessary and the CONTRACTOR is unable or

unwilling at once to carry them out, the Architect shall advise and assist the ICAI in getting these works carried out by any other agency at the Risk and cost of Contractor. All expenses incurred on these works shall be recoverable from the CONTRACTOR, and if necessary be set off against any sum payable to him under this contract.

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

### **1.19 SPECIALIZED WORKS**

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

### **1.20 MANDATORY REQUIREMENT**

- i. The CONTRACTOR shall confirm to the provisions of Acts of the Legislature relating to the works, and to the regulations and bye-laws of any authority, and of any water, lighting and other companies and/or authorities with whose system the structure is proposed to be connected and shall, before making any variation from the drawings or specifications that may be necessitated by so conforming, give to the Architect and ICAI written notice, specifying the variation proposed to be made and the reason for making it, and apply for instructions thereon. In case the CONTRACTOR does not, within 2 weeks, receive such instructions, he shall proceed with the work in question, and any variations so necessitated shall be dealt with under clause 1.34.
- ii. The CONTRACTOR shall indemnify the ICAI or any agent, servant or employee of the ICAI against any action, claim or proceeding relating to the infringement of any copy or design rights or any alleged patent or design rights and shall defend all actions arising from such claims and pay any royalties, license fees, damages, cost of all and every sort of other charges which may be payable in respect of any articles or material or part thereof legally incurred in respect thereof and included in the contract. In the event of any claim being made or action being brought against the ICAI or any agent, servant or employee of the ICAI in respect of any such matters aforesaid, the CONTRACTOR shall be immediately notified thereof.
- iii. The CONTRACTOR shall indemnify the ICAI against all claims which may be made upon the ICAI under the Workmen's Compensation Act or any other statutory provisions applicable to the work.
- iv. The CONTRACTOR shall also be responsible for all bodily injury to persons, animals, or things which may arise from the operation or neglect of himself or of any nominated subcontractor's employees whether such injury or damage arises from carelessness, accident, or any other cause whatsoever in any way connected with carrying out of this contract. The CONTRACTOR shall indemnify the ICAI and save 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 interrail, any damage to buildings, whatever immediately adjacent or otherwise, and any damage to roads, streets, footpaths, bridges or ways as well as all damage caused to the building and works forming the subject of this contract by inclemency of weather. The CONTRACTOR shall indemnify the ICAI against all claims which may be made against the ICAI by any member of the public or other third party in respect of anything which may arise in respect of the works or in consequence of and in respect of any cost, charge/expense arising out of any claim or proceedings and also in respect of any Award of compensation or damage arising there from and shall reinstate all damage or every sort mentioned in this clause so as to make good or otherwise satisfy all claims arise from damage to the property of third parties.

vi. The ICAI with the advice of the Architect shall be at liberty and is empowered to deduct the amount of any damage, compensation, costs, charges and expenses arising or accruing from or in respect of any such above said claims for damages from any sum or sums due or become due to the CONTRACTOR, for which the ICAI shall be the sole deciding authority.

vii. The CONTRACTOR shall be responsible for safety of all workmen and necessary statutory requirements related to ESI, workmen's compensation etc. should be met. The proof of (Insurance Policy) should be handed over to the ICAI.

### **1.21 ADMISSION TO SITE**

i. The ICAI & the Architect and their representatives shall at all reasonable times have free access to the works and/or the workshop, factories, or other places where materials are lying or from which they are being obtained and the CONTRACTOR shall give all necessary facilities to the EMPLOYER/Architect and/or his representative for inspection and examination and test of the materials and workmanship. No person unless authorized by the EMPLOYER/Architect except the representative of Public Authorities shall be allowed on the works at any time.

ii. The officials of the ICAI connected with the contract shall have the right of entry to the site at all times.

iii. The portion of the site to be occupied by the CONTRACTOR, erection of temporary workshop, stores, site office etc. will be clearly defined and or marked on the site plan, and the CONTRACTOR will on no account be allowed to extend his operations beyond these areas. No labor hutments to be provided on site and the Contractor to make own arrangements for the same elsewhere.

iv. The CONTRACTOR shall provide if necessary, or if required on the site all facilities for temporary access thereto and shall alter, adopt and maintain the same as required from time to time and shall take up and clear away as and when no longer required and make all good.

v. The ICAI reserves the right to use the premises or any portion of the site for execution of any work not included in this contract which he may desire to have carried out by other persons, and the CONTRACTOR shall allow all reasonable facilities for the execution of such work but shall not be required to provide any plant, material or labor for the execution of such work except by special arrangement with the ICAI. Such work shall be carried out in such a manner as not to

impede the progress of the works included in the contract and the CONTRACTOR shall not be responsible for any damage or delay which may happen to or be occasioned by such work.

vi. The ICAI reserves the right of taking over any portion of the site, which may be required, and the Contractor shall at his own expense clear such portion forthwith.

vii. Site is handed over to CONTRACTOR only for execution of work, not for any other job and the possession of CONTRACTOR is terminated at the completion of work or in case of foreclosure.

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

i. The CONTRACTOR shall during the progress of the works, provide, erect and maintain at his own expense temporary workshops and stores as required for proper and efficient execution of the works.

ii. On completion of works and if necessary, on completion of the defects liability period as decided by the ICAI, the whole of such temporary buildings/structures shall be cleared away and the site reinstated and left clean to the entire satisfaction of the Employer at the Contractor's expense.

iii. Additionally, the ICAI may at his discretion permit the CONTRACTOR to locate his workshop and stores, in such buildings as may be available at site for that purpose at a rate to be mutually decided upon by the ICAI and the Contractor, and in the event of the Contractor occupying such accommodation, the CONTRACTOR undertake to maintain such premises at his own expense in a clean and sanitary condition and to deliver the same on the completion of the works or on the termination of the contract, or in the event of the said building being required by the ICAI within 7 days of an order to that effect, handover the same in a clean state complete in every respect

### **1.23 NUISANCE**

The CONTRACTOR will not at any time do, cause or permit any nuisance on the site or do anything which shall cause 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 normally only during the normal working hours of the working day. In case any work over and above normal working hours is required, the CONTRACTOR shall obtain prior written permission from ICAI/Architect. Safety for workmen, proper lighting arrangement, housekeeping and safety to client material will be Contractor's responsibility. The ICAI shall incur no liability in respect of any excess cost arising therefrom.

### **1.25 LABOUR**

i. The CONTRACTOR shall employ labor in sufficient number to maintain the required rate of progress and of such quality to ensure workmanship of the degree required by the specifications and to the satisfaction of the ICAI.

ii. The CONTRACTOR shall remain liable for the payment and shall pay or cause to be paid all wages or other moneys to his workers or employees and for those employed by his subcontractors (engaged directly or indirectly from time to time on or in connection with the said

work under the relevant Acts or enactments relating thereto and the Rules framed there under as if the labour had been directly employed.

iii. In respect of all labor directly or indirectly employed on the works for the performance on the Contractor's part, the CONTRACTOR shall comply with or cause to be complied with the current labor regulations in regard to all matters provided therein and with all other labour laws as applicable.

iv. The regulations aforesaid shall be deemed to be a part of this contract and any breach thereof deemed to be a breach of this contract.

v. The CONTRACTOR shall take all actions and deposit fees as may be necessary under the Contract Labor (Regulation & Abolition) Act, 1970 and current labor regulations including the actions and depositing of money on behalf of ICAI, if required. The Contractor shall at all times keep the ICAI indemnified against any actions for breach of the said Act and regulations.

vi. The CONTRACTOR shall, during the progress of the works, comply at his own expense with all the current rules and provisions for the protection of health and sanitary arrangements and safety provisions for workers employed and shall at his own expenses provide for all facilities in connection therewith.

vii. Contractors shall deposit all provident funds, ESI etc. to the respective authorities and produce the receipt of the same to ICAI regularly, failing which ICAI will deposit the same himself and the same shall be adjusted in RA bills or Retention Money or performance Security including any amount due and payable to him by ICAI.

viii. ACCIDENT & INSURANCE:

In case of any accident to the labours engaged by the party while executing the work, party shall be responsible for the same and shall pay the compensation as per the WCA and the rates framed their under.

Insurance for the labours shall be arranged by the party at their cost as per WCA.

### **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 One week before they are to be incorporated in works. The ICAI shall

within seven days of supply of samples or within such further period as he may require, inform the CONTRACTOR whether samples are approved by him or not. If samples are not approved, the CONTRACTOR shall forthwith arrange to supply the Institute for his approval fresh samples through the Architect complying with the specification laid down in the contract.

iv. No materials shall be procured / brought by the CONTRACTOR to site unless samples are approved.

### **1.28 TESTING MATERIALS**

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

### **1.29 REJECTION OF MATERIALS**

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

### **1.30 CARE AND CUSTODY**

i. Materials required for the works, whether brought by the CONTRACTOR or supplied by the ICAI shall be stored by the Contractor only at places approved by the ICAI, storage and safe custody of materials shall be at the risk and the responsibility of the CONTRACTOR. The CONTRACTOR shall be liable for any loss or damage to such materials due to the neglect, theft or fire and shall make the loss good at his cost and expense.

ii. Where in any running bill the, CONTRACTOR has claimed payment and the Architect has included the value of any unfixed materials intended for incorporation in works, then these materials shall become the property of the ICAI and they shall not be removed except for use upon the works, without the written authority of the ICAI.

### **1.31 SURPLUS MATERIALS**

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

### **1.32 EXTRA HOURS OF WORKING**

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

including the provision for any additional plant, facilities and the like arising out of extra hour working.

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

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

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

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

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

Beneficiary: The CONTRACTOR (for the insurance policy taken by him)  
 Period: The period covered under insurance shall be completion period including extended time, if any, plus 12 months of Defects Liability  
 Third party liability: The insurance shall cover all third party Liability  
 Employees cover: The insurance shall cover all risks to the employees of CONTRACTOR.

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

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

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

- i. The Contractor shall give all notices and pay all fees required to be given or paid under any Statute, Ordinance, or Law, or any regulation, or byelaw of any local or other duly constituted authority in relation to the execution of the Works and by the rules and regulations of all public bodies and companies whose property or rights are affected or may be affected in any way by the Works.
- ii. The Contractor shall conform in all respects with the provisions of any such Statute, Ordinance or Law as aforesaid and the regulations or bye- laws of any local or other duly constituted authority which may be applicable to the Works and with such rules and regulations of public bodies and companies as aforesaid and shall keep the ICAI indemnified against all

penalties and liability of every kind for breach of any such Statute, Ordinance or Law, regulation or bye-law.

iii. The Contractor will repay or allow to the Contractor all such sums as the Engineer in Charge shall certify to have been properly payable and paid by the Contractor in respect of such fees.

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

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

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

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

### **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 PMC.

iii. If ICAI is able to arrange for electricity supply from Authorities, then the same facility will be extended to the CONTRACTOR at one point. Cost of cabling, security deposit, meter, monthly payments of electricity bills etc. will be on Contractor's account. Unit consumed as per installed meter will be levied at prevailing electricity charges. In case of meter getting faulty, 1.0 % of RA bill will be levied toward electricity charges.

iv. The available bore well in the premises can be used by CONTRACTOR for drawing water. Water charges will be deducted @ 0.5 % of RA bills.

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

i. The CONTRACTOR shall give all necessary personal superintendence during the execution of the works, and as long thereafter as the Architect and ICAI may consider necessary until the expiration of the Defect Liability Period.

ii. Where the CONTRACTOR is not a qualified engineer or even if he is so qualified, he cannot, in the opinion of the Architect and ICAI give his full personal attention to the works, he shall, at his own expense employ any experienced engineering graduate as his accredited agent to supervise the works and to receive instruction from the Architect and ICAI. The employment of

engineer as aforesaid shall be to the approval of the Architect and ICAI who may verify his qualification and experience by referring original degree which shall be made available by the CONTRACTOR or the individual employed or proposed to be employed.

iii. If the CONTRACTOR fails to appoint a suitable engineer on being required to do so, the architect or the ICAI shall have full powers to suspend the execution of works until such date a suitable engineer is appointed and the CONTRACTOR shall be held responsible for the delay so caused to the works, if the CONTRACTOR fails to employ the qualified engineer, the ICAI shall have the discretion to appoint such engineer and payment made to such engineer shall be recoverable from the CONTRACTOR.

iv. Orders/Instructions given to the CONTRACTOR or his agent who will be nominated by the CONTRACTOR before commencement of work shall be considered to have the same force as, if they had been given to the CONTRACTOR himself.

v. The CONTRACTOR or his agent shall be in attendance at the site during all working hours and shall superintend the execution of the works with such additional assistance in each trade as the ICAI may consider necessary.

vi. The CONTRACTOR or his accredited agent shall attend, when required and without making any charge for doing so, either at the works site or at the office of the Architect or ICAI to receive instructions from the Architect or ICAI.

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

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

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

i. The Architect shall supply dimensioned drawings, levels and other information necessary to enable the CONTRACTOR to set out the works.

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

### **1.41 APPROVAL BY STAGES**

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

### **1.42 COVERING OF WORK**

The CONTRACTOR shall give reasonable notice in writing to the Architect whenever any work is to be permanently covered or concealed, whether by earth or other means and in default of so

doing, shall, if it is required by the Architect, uncover such work at his own expense and make it good at his own cost

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

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

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

#### **1.44 VARIATIONS**

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

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

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



**1.46 DEFECTIVE WORK**

- i The Architect or ICAI shall, during the progress of the works, have power to order in writing from time to time the removal and proper re-execution of any work executed with materials or workmanship not in accordance with the drawings and specifications or instructions, and CONTRACTOR shall forthwith carry out such order at his own cost. In case of defaults on the part of the CONTRACTOR to carry out such order, the ICAI shall have the power to employ other persons to carry out the same and all expense consequent thereon or incidental thereto as certified by the Architect shall be borne by the Contractor or may be deducted by the ICAI from any money due or that may become due to the CONTRACTOR against this contract or any other contract with the ICAI.
- ii The CONTRACTOR is responsible and shall ensure that there is no leakage or seepage in roofs, ceilings, walls, floors, electrical. 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 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 Works will be as per the relevant IS codes.
- 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, flood, 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 documentary proof within 15 days of commencement and completion of Force majeure circumstances.

iii. By the works or delays of other Contractor's or tradesmen engaged by the ICAI.

iv. In consequence of the CONTRACTOR not having received in due time the necessary instruction/clearance from the Architect for which he shall have specifically applied in writing, fifteen days before its actual requirement. No claim whatsoever for any extra compensation in respect of or arising out of extension of time as specified above shall be payable by the ICAI.

### **1.50 CERTIFICATE OF COMPLETION**

i Immediately after completion of the whole work which has been mentioned in the contract, the CONTRACTOR shall give notice thereof to the Architect with a copy to the ICAI. The work shall be completed to the entire satisfaction of the Architect and the ICAI. If satisfied the Architect shall issue the certificate of completion.

ii The works shall not be considered as completed unless the Architect has certified in writing that they have been accepted by the ICAI. The defects liability period as mentioned in Clause 1.52 shall commence from the date certified by the Architect as date of completion.

### **1.51 AS BUILT DRAWINGS**

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

### **1.52 DEFECTS LIABILITY PERIOD**

1 a. **Defects Liability Period shall be twelve (12) calendar months** after actual completion of the works as certified under clause 1.50 and handing over the job by the Contractor. Any defects in material or workmanship observed in the entire work during execution or work or within Defects Liability Period, shall be notified in writing by the Architect or ICAI to the Contractor and shall be rectified by him at his own cost within time as specified by Architect/ICAI.

1 b. To facilitate prompt attention to the defects, the CONTRACTOR shall employ a team of technicians 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 should be made available throughout the defect's liability period. The composition of the tradesmen will vary according to the nature of recurring defects noticed in the works. In case of default, the Architect/ICAI may employ any other person to rectify or make good such defects. All expense consequent thereon or incidental thereto shall be

borne by the Contractor and shall be recoverable from him by the EMPLOYER and shall be deducted from RA bills or Retention Money or Performance Guarantee/ Retention Money.

2. In case any defective works have been done or material supplied by any sub-CONTRACTOR employed, the CONTRACTOR shall be liable to make good in the same manner as if such work or material has been done or supplied by the CONTRACTOR. The CONTRACTOR shall remain liable under the provisions of this clause notwithstanding the signing by the Architect of any certificate or passing any account.

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

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

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

### **1.54 RESPONSIBILITY FOR COMPLETENESS**

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

### **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 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 Agreement does not in any way create a relationship of principal and an agent between ICAI and Contractor. Contractor shall not act or attempt or represent itself as an agent of ICAI.

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

### **1.57 REPRESENTATIONS/ GRIEVANCES**

The Contractor shall comply with all representations, grievances of its employees deployed by it for execution of herein mentioned contract work. The Contractor shall be solely responsible for

all the claims of its employees and shall ensure that its employees do not make any claims whatsoever against ICAI. ICAI shall have no liability in this regard.

### **1.58 AWARD OF CONTRACT**

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

### **1.59 NO RIGHT, TITLE OR INTEREST**

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

### **1.60 NO LIABILITY**

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

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

### **1.61 CONFIDENTIALITY**

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

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

At all times during the performance of the services, the Bidder shall abide by all applicable security rules, policies, standards, guidelines and procedures. The Bidder should note that before

any of its employees or assignees is given access to the Confidential Information, each such employee and assignees shall agree to be bound by the term of this Tender and such rules, policies, standards, guidelines and procedures by its employees or agents.

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

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

### **1.62 ESCALATION**

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

### **1.63 SECURED ADVANCE**

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

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

### **1.64 RETENTION MONEY**

Ten per cent (10%) of the Contract value will be deducted towards Retention Money. It will be deducted from every RA bill @ 10% 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.

### **1.65 PAYMENT TERMS**

a). Ten percent (10 %) of Contract Value will be deducted from each RA bill towards Retention Money. Alternately, Contractor can submit Bank Guarantee for equivalent amount before payment of RA bill.

b). 50% of this Retention Money shall be paid back by ICAI within 30 days of issuing of certificate of completion by the Architect along with final bill and balance of the Retention money shall be released after completion of the Defect Liability Period.

c). No interest will be paid on this amount.

d). No interest shall be payable on Security Deposits, Retention or on any delayed payments, at any stage.

#### **1.66 RUNNING ACCOUNT PAYMENTS**

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

b) Any certificate relating to work done or materials delivered may be modified or corrected by any subsequent certificates or by the final certificate and no certificate of the ICAI supporting any payment shall on itself be conclusive evidence that any work or materials to which it relates are in accordance with the contract.

c) The running account payments shall be cleared by the ICAI within 21 working days 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.

#### **1.67 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.

### **1.68 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.

### **1.69 TERM/ PERIOD OF CONTRACT**

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

### **1.70 TERMINATION**

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

If Contractor:

a) Being an individual, or if a firm, any partner thereof at any time be adjudged insolvent or having received orders for administration of his estate made against him or takes any proceedings for liquidation or composition under any Insolvency Act for the time being in force or makes any conveyance or assignment of his effects or composition or arrangement for the benefits of his creditor or purport so to do or if any application be made under Insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be granted by him for and behalf of his creditors or.

b) Being a company passes a resolution or the court makes an order for the liquidation of its affairs or a receiver or manager on behalf of the debenture holders be appointed, or circumstances arises which entitle the court or debenture holders to appoint a receiver or Manager, or.

c) Assigns, transfers or subjects or attempts to assigns transfer or sublet any portion of the works without the prior written approval of the ICAI or.

d) Makes defaults in commencing the work within a reasonable time from the date of the handing over of the site and continue in that state after reasonable notice from the Architect and or ICAI.

e) In the opinion of the ICAI/Architect at any time whether before or after the date or extended date for completion makes defaults in proceeding with the works with due diligence

and continues in that state after reasonable notice from the Architect and or ICAI or delays the project.

f) Fails to comply with any of the terms and conditions of the contract after reasonable notice in writing with directions properly issued there under.

g) Fails to complete the work, work order and items of work within individual dates for completion and clear the site on or before the date of completion.

ii. Whenever the ICAI exercises 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.

### **1.71 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.

### **1.72 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



### **1.73 FORECLOSING OF WORK**

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

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

### **1.74 STANDARD OF PERFORMANCE**

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

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

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

### **1.75 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.

#### **1.76 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. In addition to Liquidated Damages, if the delay is beyond 4 months, it shall render the Retention Money to be forfeited and in addition a penalty of Rs. 10 Lacs (Rupees Ten Lacs Only) will be payable by the CONTRACTOR and the Contract will come to end and the ICAI shall be at liberty to withdraw the work and get it executed from any other agency at Contractor's risk and cost and the site shall be vacated by Contractor immediately.

#### **1.77 PENALTY**

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

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

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

#### **1.79 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 laying on the site at the risk and cost of the contractor.

### **1.80 DEDUCTION FOR UNCORRECTED WORK**

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

### **1.81 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.

### **1.82 SETTLEMENT OF DISPUTES**

If the Contractor considers any work demanded of him to be outside the requirements of the Contract, or considers any drawings, record or ruling of the Engineer-in-charge on any matter in connection with or arising out of the Contract or the carrying out of the work to be unacceptable, he shall promptly ask the Engineer-in-charge in writing, for written instructions of decision. Thereupon the Engineer-in-charge shall give his written instructions or decision within a period of thirty days of such request. Upon the receipt of the written instructions or decisions, the Contractor shall promptly proceed without delay to comply with such instructions or decisions.

If the Engineer-in-charge fails to give his instructions or decisions in writing within a period of thirty days after being requested, or if the Contractor is dissatisfied with the instructions and decisions, he shall appeal to the ICAI, who shall afford an opportunity to the Contractor to be heard and to offer evidence in support of his appeal. The ICAI shall give a decision within a period of thirty days after the Contractor has given the said evidence in support of his appeal. If the Contractor is dissatisfied with this decision, the Contractor within a period of thirty days from the receipt of the decision shall indicate his intention to refer the dispute to Arbitration, failing which the said decision shall be final and conclusive.

### **1.83 ARBITRATION**

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

### **1.84 JURISDICTION**

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

### **1.85 SEVERABILITY**

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

### **1.86 WAIVER**

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

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

### **1.87 FALL BACK**

In case of breach of terms of the Agreement committed by the successful bidder, the ICAI may terminate the contract by giving 15 days' notice and may inter alia further award contract to any other Contractor at the risk and cost of the defaulting Contractor. In such case, any higher price to be paid by ICAI to the newly appointed Contractor shall be recoverable from the defaulting Contractor.

### **1.88 FORCE MAJEURE**

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

Force Majeure inter alia shall not include

- a) Any event which is caused by the negligence or intentional action of a Party or such Party's Sub Agency or agents or employees, nor
- b) Any event which a diligent Party could reasonably have been expected to both-

- Take into account at the time of the conclusion of the Agreement, and
- Avoid or overcome in the carrying out of its obligations hereunder.

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

**SECTION IV –  
SPECIAL CONDITIONS OF CONTRACT  
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## SECTION IV 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.

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

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

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

iv) The CONTRACTOR 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.

v) 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 ARCHITETS/ENGINEER-IN- CHARGE.

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

g) 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 or 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.

l) 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.

- h) 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.
- i) 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.
- j) 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.
- k) 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.
- l) 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 CD's 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.

iii. 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.

**1.6 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-INCHARGE, 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.
- v. 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.

### **1.8 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.

iii. 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.

#### **1.14 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/ WARANTEE PERIOD**

- i. Complaints: The Contractor shall receive calls for any and all problems experienced in the operation of the system under this contract, attend to these within 24 hours of receiving the complaints and shall take steps to immediately correct any deficiencies that may exist. In case the contractor does not attend to the complaint within the above mentioned period a penalty of Rs 2500/- for every 24 hours/or part of 24 hours delay beyond the initial time period shall be levied and shall be deducted from his final payments.
- ii. Repairs: All equipment that requires repairing shall be immediately serviced and repaired. Since the period of Mechanical Maintenance runs concurrently with the defects liability period, all replacement parts and labour shall be supplied promptly free-of-charge to the Owner.



**SECTION - V**  
**TENDER FORM & APPENDIX TO TENDER FORM**

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

Sub: Tender .....

Dear Sir,

I/We do hereby tender for the execution of the work specified in the underwritten memorandum within the time specified at the rates therein and in accordance with & in all respects as per the specifications, drawings, designs, and instructions supplied by you, which I/We have read very carefully.

**MEMORANDUM:**

With reference to your Tender Document dated .....(DD-MM-YYYY),  
published in newspaper/Website dated.....,I/we, M/s ... .. having examined  
the Tender Document for

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

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

I/We also agree to furnish the required deposits in the form and shape as stipulated in  
tender documents.

I/We agree to keep the offer open for..... Days from the last date for submission of the  
bid.

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

I/We confirm having enclosed herewith a Payee Demand Draft or Banker’s Cheque No/UTR  
No..... dated.....for Rs. ....../- (Rupees

..... ) including GST issued by  
 ..... Bank in favour of “The Secretary, The Institute of Chartered Accountants of India”  
 against the cost of **Tender Form**.

I/We, in terms of provision of tender conditions, hereby enclose a Payee Demand Draft, Fixed  
 Deposit Receipt, or Bank Guarantee bearing No ..... dated.....for Rs  
 ..... /- (Rupees

..... only) issued by ..... Bank in favour of  
 the “The Secretary, The  
 Institute of Chartered Accountants of India” towards **Earnest Money Deposit**.

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

I/ We understand and accept the Payment Terms as stipulated in the General / Special Conditions  
 of tender documents.

Further I/ We agree upon as below:

i) I/ We, the undersigned, hereby offer to undertake the cited work at the respective rates  
 quoted by me/ us in the Financial Bid in strict accordance with the contract conditions and  
 instructions issued/ to be issued by ICAI and/ or their representatives, from time to time.

ii) /We undertake to comply with the requirements, as required by ICAI from time to  
 time, within the stipulated period as mentioned in the tender documents.

iii) I/We shall make available to the ICAI any additional information it may deem  
 necessary or require for supplementing or authenticating the proposal.

iv) I/We acknowledge the right of the ICAI to reject my/ our application without assigning any  
 reason or otherwise and hereby waive our right to challenge the same on any account  
 whatsoever.

v) I/We certify that in the last ..... years, I/ we have neither failed to perform on any  
 contract, as evidenced by an arbitral or judicial authority or a judicial pronouncement or  
 arbitration award against the Applicant, nor been expelled from any project or contract nor have  
 had any contract terminated for breach on our part.

vi) I/We further certify that no investigation by a regulatory authority is pending either  
 against us or against our Associates or against our CEO or any of our  
 Directors/Managers/employees etc.

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.

I/We have studied Tender and all other documents carefully and also surveyed the Project  
 site. I/ We understand that, I/ we shall have no claim, right or title arising out of any documents

or information provided to me/ us by the ICAI or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of the Work/ Project.

I/ We understand that ICAI is not bound to accept any proposal received by it.

I/We further agree that within ..... days of issue of intimation of acceptance of my/our tender, I/We shall be bound to furnish Performance Security of Rs ..... in the form of Bank Guarantee. I/ We also agree that the written intimation of acceptance by ICAI in this regard, shall be binding on me/ us, whether such formal contract is or is not subsequently entered into. I/ We also agree that our contract shall stand cancelled and also you shall be at liberty to forfeit the Earnest Money Deposit and Performance Security in case I/We do not commence the work within stipulated or prescribed time after intimation of acceptance of my/our tender.

I/We shall not assign the contract nor shall I/We sublet any portion of the contract, except with prior written consent of ICAI.

I/ We accept that you are neither bound to accept the lowest tender nor bound to assign any reason for rejecting or returning of my / our Tender.

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

ICAI and its authorized representative may contact the following person for information: -  
.....

This application/ Bid is made/ submitted with full understanding that:

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

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

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

Yours faithfully,

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

Date: -

**APPENDIX TO THE FORM OF TENDER**

Sl No.	Clause No.	Brief Description of Clause
1	Name of Work	Air Conditioning work for Bhilwara Branch of CIRC of ICAI at ICAI Bhawan Near CA Circle, Sector No.8, Patel Nagar, Bhilwara, Rajasthan - 311001 (Cost of work Rs. 17.00 Lacs Inclusive of GST) approx.
2	Cost of Tender Document	<b>Rs 1000/-+ (18% GST) (Non-refundable)</b>
3	Earnest Money Deposit	In the form of Demand Draft/ Bank Guarantee for an Amount of <b>Rs.35,000/</b> in favor of the <b>Secretary, The Institute of Chartered Accountants of India, payable at New Delhi</b>
4	Validity of the BID	90 days from the last date of submission of Bids.
5	Commencement of work	Within 7 days from the date of Letter of Intent/ Work Order or handing over of site, whichever is later?
6	Time of Completion inclusive of holidays & rainy period.	60 Days
7	Signing of Contract Agreement	Within 7 days of issue of Letter of Intent/ Work Order
8	Performance Security	5% of the contract amount (to be submitted before signing agreement) in the form of Bank Guarantee in favour of the Secretary, ICAI, payable at New Delhi. The validity of which will be up to Defect Liability Period plus 90 Days.
9	Release of Performance Security	Full performance security (5%) shall be refunded after completion of Defect Liability Period Plus ninety days
10	Mobilization Advance	50% of the Contract price against submission of BG equivalent to 110% of advance amount of the Bank Guarantee, valid till the Completion Period of contract period. It shall be recovered from first RA bill onwards 5.00 lakhs
11	Retention Money	10% of Contract Value to be deducted from each RA bill. Alternately, Contractor can submit BG for equivalent amount before payment of 1st RA bill. BG will be valid till completion of contract period including defect liability period plus 90 days. No interest shall be payable on this amount
12	Release of Retention Money	50% of same shall be released along with Final Bill and remaining 50% after completion of Defect Liability Period

		plus 90days.
13	Insurance	<p>Contractor's All Risk Insurance Policy to inter alia cover the following:</p> <p>Contract Price plus 10% for the period of completion of the works + defect liability period.</p> <p>Civil commotion, riots, war, earth quake, terrorist attack and other disturbances.</p> <p>All Plant and machinery owned by the Contractor for the project.</p> <p>Damage insurance against loss or damage by fire or any other disaster to the works during installation until its completion.</p> <ul style="list-style-type: none"> <li>• Workmen Compensation Policy to be taken by contractor.</li> <li>• Third Party Insurance Policy</li> </ul> <p>Any other insurance policy not referred above but mandatory to indemnify ICAI against all types of losses.</p>
14	Secured Advance on Non-perishable Material	65 % of the material cost (against submission of invoice) or 65% of item rate, whichever is less.
15	Running Account Bills	<b>Max. 2 bills per month will be entertained. No bill value should be less than Rs.5 lacs.</b>
16	Payment of Running Account Bills	<p>Within 21 days from the date of submission of bill, if found in order</p> <p>All bills along with measurements to be checked by PMC/ Architect. However, if the ICAI feels, they may get it cross-checked.</p>
17	Final Bill	Contractor to submit the final bill within 30 days of issue of virtual completion certificate. PMC / Architect to certify in next 30 days. ICAI to release payment in next 30 days. Final bill to be released on fulfillment of contractual obligations.
18	Taxes and Duties	All the Government taxes and duties such as GST, Sales tax, Service Tax, Labor Cess etc. to be included in the bid price.
19	Freight, Insurance, Packing, Forwarding, Loading & Unloading	Freight, Insurance, Packing, Forwarding, Loading & Unloading etc. to be included in the bid price.
20	Quantity Variation	The Quantity mentioned in BOQ can vary up to any extent on either side. Any item can be deleted. Nothing extra shall be paid on this account in the rate quoted.
21	Escalation	No Escalation shall be payable during the contract period, whatsoever may be the reason.
22	Electricity & Water	Electricity, drinking water and water for construction to be arranged by CONTRACTOR at his own cost.
23	Period of Maintenance/ Defect Liability Period	12 (twelve) Months from the date of satisfactory completion and handing over the job by the contractor.
24	Liquidation Damages	0.5 % of the contract value for every week of delay subject to a maximum of 10% of the contract value.

If the rates for altered, substituted or additional work are not specifically provided in the tender, then such rates will be derived from the rates for a similar class of work as specified in the tender.

- If the rates of altered, substituted or additional work cannot be determined in the manner specified above, then the rates of such items of work shall be computed based on the Analysis of Rates as provided in Local PWD or CPWD, Analysis of Rates (latest edition). Water & Electricity charges even if provided in the analysis will not be allowed since same are deemed to be included in the 15% (Fifteen Percent) to be added towards establishment, overheads, water and electricity, POL charges, contingency and CONTRACTOR profit, tool and tackles etc.
- If the rates for the altered, substituted or additional work cannot be determined in the manner specified above, then the rates for the same shall be decided based on actual cost to the CONTRACTOR at site including labour (for which CONTRACTOR shall produce sufficient proof) plus 15% to towards establishment, overheads, water and electricity, POL charges, contingency and Contractor's profit, tool and tackles etc. cover profits & overheads of CONTRACTOR.

(Signature of the Authorized person)

Designation: .....

Date: .....

Name of the firm: .....

(Official Seal) .....

Address:.....

**SECTION - VI: EVALUATION FORMATS****TABLE OF CONTENTS**

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**SECTION VI –  
EVALUATION FORMATS**

**FORM ‘A’**

**DECLARATION CONFIRMING KNOWLEDGE ABOUT SITE CONDITIONS**

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

Sub: Declaration confirming knowledge about Site conditions

Ref: EOI for setting up of stack parking in the campus

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:



**FORM 'B'****FINANCIAL INFORMATION  
With Supporting Documents**

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
2023-24			
2022-23			
2021-22			
2020-21			
2019-20			

II. Financial arrangements for carrying out the proposed work:

Signature of Chartered Accountant with Seal and UDIN no.

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

Date:

Place:



**FORM "D"**

**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 from the bank or any of the  
officers.

(Signature)

For the Bank

**NOTE:**

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

**FORM "E"****Performance Report of Work Referred to in Form C****Information Form**

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 (as mentioned in work order )	
	ii)	Actual Date of Completion	
7	a)	Whether case of levy of compensation for delay has been decided or not	Yes/No
	b)	If decided, amount of compensation levied for delayed completion, if any	
8	Performance Report		
	1) Quality of Work		Outstanding/ Very Good/Good/Poor
	2) Financial Soundness		Outstanding/ Very Good/Good/Poor
	3) Technical Proficiency		Outstanding/ Very Good/Good/Poor
	4) Resourcefulness		Outstanding/ Very Good/Good/Poor
	5) General behavior		Outstanding/ Very Good/Good/Poor
9	Remarks ( if any ):		

Yours faithfully,

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

Date:

Place:

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

<b>S. No.</b>	<b>Name of work /Project and location</b>	<b>Name and address/telephone number of officer to whom reference may be made</b>	<b>Name of client</b>	<b>Cost of work in Lakh</b>	<b>Nature of dispute</b>	<b>Award of Arbitration</b>	<b>Remarks</b>

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

**Date:**

**Place:**

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

**Conflict of Interest:-**

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

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

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

- a) Have controlling partners/shareholders in common; or
- b) Receive or have received any direct or indirect subsidy from any of them; or
- c) Have the same legal representatives for purposes of the Bid; or
- d) Have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder or influence the decisions of the Procuring Entity regarding the bidding process or

e) The Bidder participates in more than one Bid in a bidding process. Participation by a Bidder in more than one Bid will result in disqualification of all Bids in which the Bidder is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one Bid; or

f) The Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods, Works of Services that are the subject of the Bid; or

g) Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity i.e. ICAI as engineer-in-Charge/Consultant for the contract.

For an on behalf of

Signature (with seal)  
(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 procurement of  
..... in response to their Notice inviting Bids No.  
..... Dated..... I/We hereby declare that:

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

(Signature of bidder)  
Name  
Designation  
Address

Date:

Place:

**DECLARATION – 3**

**Declaration by Bidder regarding not being Blacklisted**

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

Dear Sirs,

**Sub: Tender for .....** ”

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

1. We are not involved in any major 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:

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**FORM OF BANK GUARANTEE**  
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**APPENDIX – 1****BANK GUARANTEE IN LIEU OF EARNEST MONEY DEPOSIT**

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

Bank Guarantee no.....

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

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

AND WHEREAS M/S \_\_\_\_\_ [insert name of the Bidder] (hereinafter referred to as the “Bidder” which expression shall unless repugnant to the context include its legal representatives, successors and permitted assigns), has decided to bid for the said Tender as per the terms and conditions of the said Tender Document.

AND WHEREAS one of the conditions of the said Tender Document alongwith the Addendum dated ..... Published in ..... is that the Bids shall be accompanied by an Earnest Money Deposit of Rs. .... (Rupees ..... only) that can be paid either through the link or in the bank account of the Institute as given in the RFP or in the form of account payee Demand Draft, Fixed Deposit Receipts, Banker's Cheque or Bank Guarantee of equivalent amount from any commercial bank of India.

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

i) The Bank hereby undertakes to pay under this guarantee, an amount of Rs. .... (Rupees ..... only) (hereinafter referred to as “the Guaranteed Amount”) claimed by ....., without any further proof or conditions and without demur, reservation, contest, recourse or protest and without any enquiry or notification to the Bidder merely on a demand from ICAI stating that the amount claimed is due to ICAI under the said Tender. Any such demand made on the Bank by ICAI shall be conclusive as regards the amount due and payable

by the Bank under this bank guarantee and the Bank shall pay without any deductions or set-offs or counterclaims whatsoever, the total sum claimed by ICAI in such Demand. ICAI shall have the right to make an unlimited number of Demands under this bank guarantee provided that the aggregate of all sums paid to ICAI by the Bank under this bank guarantee shall not exceed the Guaranteed Amount.

ii) However, the Bank's liability under this Bank Guarantee shall be restricted to an amount not exceeding Rs...../- (Rupees ..... only).

iii) ICAI will have the full liberty without reference to the Bank and without affecting the Bank Guarantee to postpone for any time or from time to time the exercise of any powers and rights conferred on ICAI under the Tender Document and to enforce or to forbear endorsing any powers or rights or by reasons of time being given to the Bidder which under law relating the Surety would but for the provisions have the effect of releasing the surety.

iv) We agree that no change or addition to or modification of the terms of the tender or of the works to be performed thereunder or of any of the documents which may be made between ICAI and the bidder shall in any way release the Bank from any liability under this Guarantee, and we hereby waive notice of any such change, addition or modification.

v) The rights of ICAI to recover the Guaranteed Amount from the Bank in the manner aforesaid will not be affected or suspended by reasons of the fact that any dispute or disputes have been raised by the Bidder and / or that any dispute(s) are pending before any office, Tribunal or Court in respect of such Guaranteed Amount and / or the Tender Document.

vi) We further agree that the right of the ICAI to make a claim shall not be vitiated by any dispute raised or pending with any Statutory Authority, arbitrator, court, tribunal or any other body or person. It is agreed that the ICAI's claim shall remain valid even if the ICAI has not issued a prior notice or has not proceeded against the bidder before making such claim.

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

viii) This Bank Guarantee shall be governed by and construed in accordance with the laws of the Republic of India and the parties to this Bank Guarantee hereby submit to the jurisdiction of the Courts of ..... for the purposes of settling any disputes or differences which may arise out of or in connection with this Bank Guarantee and for the purposes of enforcement under this Bank Guarantee.

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

NOTWITHSTANDING anything stated above, the liability of the Bank under this Bank Guarantee is restricted to the Guaranteed Amount and this Bank Guarantee shall expire on

\_\_\_\_\_ Unless a Demand under this bank guarantee is filed against the Bank within six (6) months from the date of expiry of this Bank Guarantee, all the rights of ICAI under this Bank Guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities hereunder.

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

Date:

Bank

Corporate Seal of the Bank

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

**APPENDIX -2****PROFORMA FOR BANK GUARANTEE FOR MOBILISATION ADVANCE**

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

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/ Request for Proposal (RFP) dated ..... for Comprehensive renovation, in respect of Interior Furnishing, Electrical, Audio Visual and Air-Conditioning work having awarded a work wide 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 the Contractor, in case the Contractor fails to perform the said Contract as aforesaid. Any such demand made by the ICAI on the Bank shall be conclusive and binding notwithstanding any difference or dispute between the ICAI and the Contractor pending before any Court, Tribunal, Arbitrator or any other authority.
3. 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 precedent 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 such or any proceeding pending before any court or Tribunal relating thereto and our liability under this present being absolute and unequivocal. The payment so made by us under this guarantee shall be a valid discharge of our liability for payment thereunder.
5. We also agree that the ICAI at its option shall be entitled to enforce this guarantee against the Bank as principal debtor without proceeding against the Contractor and notwithstanding any security or other guarantee that ICAI may have in relation to Contractor's liabilities.
6. We further agree that the ICAI shall have full liberty without our consent and without affecting in any manner our obligations herein under to vary any of the terms and condition of the said Contract or to extend time of performance by the said Contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the ICAI against the said Contractor and to forbear or enforce any of the terms and conditions relating to the said Contract and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor or for any forbearance, or any indulgence of the said Contractor or by any other act or matter or thing whatsoever which under the law relating to sureties would, but for these provisions have effect of so relieving us.
7. The guarantee shall not be discharged due to the change in the constitution of the Bank or the Contractor or the Beneficiary.
8. We the Bank also undertake not to revoke this guarantee during its currency except with the previous consent of the ICAI in writing or unless discharged by the ICAI.
9. This Guarantee is irrevocable. Further, the Guarantee herein contained shall not be determined or affected by the liquidation or winding up or dissolution or initiation of Corporate Insolvency Process or disputes by and between the partners/ Directors or death of any of the Partner/



Proprietor(s) or in charge(s) in constitution of ..... but shall all purposes binding and operative until discharge of all contractual obligation by the ..... under the Contract.

10. This guarantee shall hold and remain in full force and effect during the period from ..... to ..... that would be taken for the performance of the said Contract and that it shall continue to be enforceable till all the dues of the ICAI under or by virtue of the said Contract have been fully paid and its claims satisfied or discharged. Unless a demand or claim under this guarantee is made on us in writing on or before ..... (Claim Period) we shall be discharged from all liability under this guarantee thereafter.

11. The Bank hereby waives all rights at any time inconsistent with the terms of this Guarantee and the obligations of the Bank in terms hereof, shall not be otherwise effected or suspended by reasons of any dispute or disputes having been raised by the Contractor (whether or not pending before any Arbitrator, Tribunal, Forum or Court) or any denial of liability by the Contractor stopping or preventing or purporting to stop or prevent any payment by the Bank to ICAI in terms hereof.

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

Date the ..... day of .....2024

For and on behalf of the Bank

.....

Signature Date

.....

Name

.....

Designation

**APPENDIX – 3****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/ Request for Proposal (RFP) 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 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 precedent or subsequent, query, remarks etc.
4. We undertake to pay to the ICAI any money so demanded notwithstanding any dispute or disputes raised by the Contractor in such 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 ..... that would be taken for the performance of the said Contract and that it shall continue to be enforceable till all the dues of the ICAI under or by virtue of the said Contract have been fully paid and its claims satisfied or discharged. Unless a demand or claim under this guarantee is made on us in writing on or before ..... (Claim Period) we shall be discharged from all liability under this guarantee thereafter.

11. The Bank hereby waives all rights at any time inconsistent with the terms of this Guarantee and the obligations of the Bank in terms hereof, shall not be otherwise effected or suspended by reasons of any dispute or disputes having been raised by the Contractor (whether or not pending before any Arbitrator, Tribunal, Forum or Court) or any denial of liability by the Contractor stopping or preventing or purporting to stop or prevent any payment by the Bank to ICAI in terms hereof.

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

Date the ..... day of .....2022

For and on behalf of the Bank

.....  
Signature Date

.....  
Name

.....  
Designation.

## APPENDIX – 4

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

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

Sir,  
**Sub:**

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

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

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

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

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

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

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

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

SIGNATURE

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.**

**SECTION – IX**  
**LIST OF APPROVED MAKES**

<b>S.no</b>	<b>MATERIALS</b>	<b>BRAND NAMES</b>
1	Wires / Cable	KEI / Polycab / Finolex or similar brands
2	PVC Conduit / Accessories	PRECESION/ AVON PLAST /Finolex
3	Accessories for PVC Conduit	PRECESION/ CLIPSAL/ Finolex
4	Cable Glands / Crimping Lugs	MULTI / DOWELLS/ COMMET
5	Relays & Capacitors	Legrand/Epcos / GE / L&T
6	Non VRV / Cassette Ac machines	Daikin / Blue Star / Mitsubishi / O General / Hitachi/ Haier
7	Copper Pipe	Rajco / Maxflow/ Mandav
8	Nitrile Rubber / Acoustic Lining	Supreme / K-Flex,/A-Flex,/ Armex

**SECTION – X****TECHNICAL SPECIFICATIONS FOR AC WORKS****1. SYSTEM DESCRIPTION**

The proposed air conditioning system shall consist of Non-VRV / VRF/ Casette, multiple units, each of capacity as specified in Bill of Quantities. These units shall be suitably connected with the indoor units through heavy grade Refrigerant piping adequately sized. The indoor units shall be Hi wall type units/ cassette unit. All motors for air-conditioning system shall be energy efficient type, suitable for 415 + 5% volts incoming power supply.

**TECHNICAL DATA**

<b>S.No.</b>	<b>Description</b>	<b>Unit</b>	<b>Condition of Services</b>						
<b>1.</b>	<b>Fixed Air Flow or Variable Air Flow cooled units</b>								
<b>1.1</b>	<b>Outdoor units (Heat Pump Type)</b>	<b>Ton</b>							
1.1.1	Make and model								
1.1.2	Tr of Outdoor Unit								
1.1.3	Capacity (each)	Tons (Nominal)							
1.1.4	Quantity	Nos.							
1.1.5	Type --								
1.1.6	Permissible length of refrigerant piping								
1.1.7	Type of compressor --	Inverter Types							
1.1.8	No. of compressor	No.(each unit)							
1.1.10	Air entering temp on Condenser	Deg C							
1.1.11	Dimension of Machine (H x W x D)	As per Standards mm							
1.1.12	Current characteristic --								
1.1.13	Power input (Total) as per specified IDU connection	kw							
<b>1.2</b>	<b>Indoor Units</b>		<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	
	(Give detail for each type)								
1.2.1	Manufacturer --								
1.2.1.1	Type --								
1.2.1.2	Capacity	Tons							
1.2.1.3	Airflow Min/Max.	cfm							
1.2.2	Sound level	Hi/Lo							
1.2.3	Overall Dimensions	l x w x h							
1.2.4	Unit weight	kg							
1.2.5	Is remote controller (corded / cordless) Provided for each indoor unit	Yes/No.							



## APPLICABLE STANDARDS AND CODES

### TERMS AND DEFINITIONS

The following terms have been used in the tender specifications and drawings etc.

ISI	Bureau of Indian standards
ASHRAE	American society of Heating Refrigeration and Air-Conditioning Engineers
ASME	American Society of Mechanical Engineers
BS	British Standard
CMH	Cubic Meter per hour
USGPM	US gallons per Minute
RPM	Rotations per minute
BTU/Hr.	British thermal unit per hour
Kcal/ Hr	Kilo calories per hour
SAG	Supply air Grill
RAG	Return Air Grill
FD	Fire damper
FAD	Fresh air damper
DP	Drain Point
SAD	Supply air diffuser
RAD	Return air Diffuser.

### LIST OF BUREAU OF INDIAN STANDARDS CODES

Following relevant IS codes shall apply read in concurrence with their latest amendments.

IS:226-1975	Specification for structural steel
IS:277-1992	Specification for galvanized sheet (plain and corrugated)
IS:325-1978	Specification for three phase induction motors
IS:655-1963	Specification for metal duct
IS 659-1964 (1991)	Safety code for air-conditioning (revised)
IS:660-1963 (1991)	Safety code for mechanical refrigeration
IS:800-1984	Code of practice for general construction in steel
IS:808-1964	Specification for rolled steel beam channel and angle section
IS:816-1969	Code of practice for metal arc welding for general purpose in mild steel
IS:823-1964	Code of procedure for manual metal arc welding of mild steel
IS:1554-(Part 1) –1976	Specs for PVC insulated (heavy duty electrical cables)
IS:2253-1974	Designation for types of construction and mounting arrangement of rotating electric machine.
IS:2312-1967	Specs for propeller type AC ventilating fans
IS:2379 - 1963	Colour code for the identification of pipelines
IS : 3103-1975	Code of practice for Industrial Ventilation
IS 4064 - (Part -II) 1978	Specific requirements for the direct switching of individual motors.
IS: 4736 - 1968	Hot-dip zinc coatings on steel tubes
IS: 4894-1987	Test Code for Centrifugal Fan.
IS : 7240-1981	Application & Finishing of thermal insulation material
IS:8544 (Part-I to IV)1979	Starters
IS:9224 (Part II) – 1979	HRC cartridge fuse links upto 650 volts
IS:3069-1965	Glossary of terms, symbols and unit relating to thermal insulation material
IS:3346-1980	Method for the determination of thermal conductivity thermal I insulation material ( two slab, guarded hot plate method)

IS:3588-1966	Specification for electric axial flow fans
IS:3724-1966	Specs for cartridge type heating elements (non embedded type)
IS:4158-1967	Specs for solid embedded type electric heating elements
IS:4691-1984	Degree of protection provided by enclosure for rotating electrical machine
IS:4722-1968	Specs for rotating electrical machine
IS:4729-1968	Measurement and evaluation of vibration of rotating electrical machine.
IS:4831-1968:	Recommendation on units and symbols for Refrigeration
IS:4894-1987	Specs for centrifugal fans
IS:5111 -1993	Testing of Refrigerating compressors.
IS:6272-1971:	Specs of industrial cooling fans
IS:7616-1975	Method of testing panel type air filters for air conditioning and ventilation purposes
IS:8623 1977	Specs of factory built switch / control section.
IS:8623(Part3) 1993:	Specs for low voltage switchgear and control gear assemblies
IS: 8789- 1978	Values of performance characteristics for three phase induction motor
IS-13947 (Part-1)1993	Specs for low voltage switchgear and control gear.

In case of any revision in above BIS code the REVISED one shall only be applicable.

## **GENERAL MECHANICAL REQUIREMENTS**

1 This chapter deals with the general mechanical requirements specifically applicable to AC Works. The additional requirement given in any chapter is in addition to the bare minimum stated in this chapter and shall be complied with.

### **2 SUBMITTALS**

Under provisions of the NIT sample approval for all major items like valves etc is necessary before the commencement of the project. The products mentioned in the Approved list of manufacturers shall only be acceptable. In case of any alternate make is required to be used the same will have to be approved by the customer/engineer in charge with proper quality and rate justification as per the mode of approval mentioned in the list. Shop drawings and product data grouped to include complete submittals of related Systems, products, and accessories in a single submittal. Shop Drawings shall be based on the actual duct routes after the site survey, details of concrete pads and foundations for the various equipment's, Layout of the machines including dimensions of the boxing with inspection window dimensions, the foundations and the sizes and all necessary construction details required on site, location of the allied equipment's and the requirements from other agencies, trench locations if any, Sump location and size, sleeve location if any, fresh air / exhaust air locations, location of wall mounted equipment (If any) and any structural inputs.

### **3 BROCHURES**

Submit manufacturer's product data and brochure including complete description of the item with illustrations, rating charts, accessories, dimensional data, capacities stated in the terms specified in the NIT and Performance curves, wherever applicable like fans and pumps.

### **4 REGULATORY REQUIREMENTS**

Liaison / Approvals from the bodies mentioned below (or any other), if required shall be taken by the contractor on behalf of the client and at his own cost. BIS / Local Fire Authority.

### **5 PROJECT / SITE CONDITIONS**

- i. Mechanical layouts indicated on drawings are diagrammatical. Co-ordination (final) shall be required with other trades prior to installation. Install all works as shown on the drawings, unless prevented by project conditions.
  - ii. Prepare drawings showing proposed rearrangement of work to meet the project conditions. Obtain permission from of engineer in charge before proceeding.
  - iii. Place anchors, sleeves and supports prior to pouring concrete on installation of masonry works.
- Keep roads and site clear of debris and scrap.

### **6 GENERAL INSTALLATION FEATURES**

- i. Piping installation requirements are specified in other section. The Drawings indicate the general arrangement of piping, valves, fittings and specialties. The following are specific connection requirements:

- ii. Arrange piping installations adjacent to units to allow unit servicing and maintenance.
- iii. Connect piping to all equipment with flanges enabling easy removal of the coil.
- iv. Connect condensate drain pans using drain pipe and extend to nearest floor drain. Construct deep trap connection to drain pan and install cleanouts at changes in direction.
- v. Make final duct connections with flexible connections.

Connect unit components to ground in accordance with the National Electrical Code

## **PRODUCT/ MATERISL SPECIFICATIONS**

### **1. AIRCOOLED NON VARIABLE REFRIGERANT VOLUME / FLOW SYSTEM UNITS SCOPE**

The scope of this Section comprises the supply, erection testing and commissioning of the air-conditioning system confirming to these specifications and in accordance with the requirements given in Schedule of Equipment's.

### **2. AIRCOOLED NON VARIABLE REFRIGERANT VOLUME**

Units shall be Air cooled Heat pump type. The Non VRV / VRF Air conditioning system shall comprise of one/ multiple outdoor unit capable of connecting to one/ multiple indoor units. Each Indoor unit having capability to cool independently for the requirement of particular area. Ceiling mounted cassette Type indoor units shall be connected to the ODU. Each indoor unit shall have capability to cool. The indoor units on any circuit can be of different type and also controlled individually. The refrigerant piping shall be extendable up to 30m with 10m level difference without any oil traps.

#### **Outdoor Unit**

The outdoor unit shall be a factory assembled unit housed in a sturdy weather proof casing constructed from rust-proofed mild steel panels coated with a baked enamel finish.

The unit should be completely factory wired tested with all necessary controls:

The outdoor unit shall have multiple energy efficient scroll compressors only.

All outdoor units shall have Inverter Scroll / Twin Rotary compressors

- i. The unit shall be provided with its own microprocessor control panel.
- ii. All out door unit must have pump out and pump down feature so that I ncase of failure, refrigerant can be accommodated in indoor and outdoor unit respectively.
- iii. The machine must have a Fin type Heat exchanger for cooling feature to use coil surface more effectively through proper circuit/bridge so that it prevents the flushing of refrigerant from long piping due to this effect thereby achieving energy savings.

#### **Compressor**

The compressor shall be of highly efficient Inverter Scroll / Twin Rotary type capable of capacity modulation.

#### **Heat Exchanger**

The heat exchanger shall be constructed with copper tubes mechanically bonded to aluminium fins to form a cross fin coil. The aluminium fins shall be covered by anticorrosion resin film.

**Refrigerant Circuit**

The refrigerant circuit shall include an accumulator, liquid and gas shut off valves and a solenoid valves. All necessary safety devices shall be provided to ensure the safety operation of the system.

**Safety Devices**

The following safety devices shall be part of the outdoor unit; High Pressure Switch, Low Pressure Switch, Fan Motor Safety Thermostat, Over Current Relay, Fusible Plugs, Fuses.

**INDOOR UNIT:**

This section deals with Supply, Installation, Testing and Commissioning of various type of Indoor units confirming to general specifications and suitable for the system & duty selected. The type, capacity and size of indoor units shall be as specified in detailed Bill Of quantities.

The Indoor unit shall be Ceiling mounted cassette type without inbuilt drain pump. These units shall have electronic control valves to control refrigerant flow rate in response to load variation in the room.

The IDU shall be basically a Fan coil unit suitable for Ceiling type. Each unit shall have Cooling coil, Blower, Filter, Drain pan and accessories. All the IDUs installed to have individual corded / cordless Remote controls.

The Cooling coil shall have aluminium fins and copper tubes The Fan section shall be dual suction, aerodynamically designed & balanced turbo, multi blade type blower to ensure low noise and vibration free operation and having multiple speed motor. The fan shall be direct driven type, mounted directly on motor shaft having support from housing. The units shall have drain pump.

Unit shall have cleanable type filter fixed integrally moulded plastic frame. The filter shall be slide away type and neatly inserted.

The units shall include pre-filter, fan section & DX coil section. The housing of the unit shall be powder coated galvanised. The body shall be light in weight & shall be able to suspend from four corners.

**3.0 INSTALLATION**

Compressor, condenser and Fans shall be enclosed in powder coated housing. Refrigerant piping shall be of IMPORTED Copper tube confirming to JIS-H3300 of minimum thickness 0.61 mm for sizes ¼” to 3/8” and 0.71 mm for sizes ½”, 5/8” & 6/8” suitable for specified test pressures. The Refrigerant piping shall be concealed in the chiselled walls/floors and exposed piping shall be covered in the PVC Channels 3” x 3” & flexible sleeves 3” diameter or as required. The Electrical wiring shall be passed through separate PVC conduit pipes, as required by the consultant. The Room units shall be suspended from ceiling with dash fasteners of good quality. Electronic Remote controls to be installed/located at the place desired by the consultant.

The contractor shall supply the required charges of refrigerant, lubricants and other consumables for testing and commissioning of the equipment.

The unit shall be properly levelled before grouting the foundation bolts.

All the equipments shall be thoroughly tested and checked for leaks. The refrigeration system shall be vacuumised to within 5 mm Hg. absolute and maintain for four hours. At the end of this period, the pumps shall be stopped and vacuum maintained for 24 hours without exceeding a vacuum drop of 1 mm Hg. absolute. The contractor shall certify that the vacuum was maintained as specified above.

There may be changes in locations of Indoor & outdoor units, as required by Engineer in charge during execution of work. No extra payment will be made for any such alteration for installation/piping etc.

All safety controls, low and high refrigerant pipe controls, LP-HP, internal OLP, Single phase preventer, auto-correction of phase imbalancing & phase reversal, starter overload trips shall be provided & suitably set and a record of all these settings shall be furnished to the consultant.

#### **4 PAINTING**

All the equipments, mounting frames, stands etc. shall be painted with 2 coats of suitable paints of approved colour over the priming paint to prevent corrosion of the equipment.

The refrigerant piping between indoor units and outdoor unit shall be possible to extend up to a minimum of 165m with maximum 50m level difference without any oil traps.

### **II. SPECIFICATIONS FOR PIPING**

1 Scope: All piping work shall conform to quality standards and shall be carried out as per specifications and details given hereunder :-

#### **2. Piping:**

##### **2.1 Drain Piping: UPVC Pipes**

2.1.3 Pipe crosses shall be provided at bends, to permit easy cleaning of drain line.

2.1.4 The drain line shall be provided upto the nearest drain trap and pitched towards the trap.

2.1.5 Drain lines shall be provided at all the lowest points in the system, as well as at equipment, where leakage of water is likely to occur, or to remove condensate and water from pump glands.

##### **2.2 Copper Piping:**

2.2.1 Seamless soft copper tubing, type L shall be used to make connections to equipment, wherever required or specified.

2.2.2 Flare fittings e.g. flare nuts, tees, elbows, reducers etc. shall all be of brass.

##### **2.2 Refrigerant Piping:**

All refrigerant piping for the air conditioning system shall be constructed from soft seamless upto 19.1mm and hard drawn copper refrigerant pipes for above 19.1mm with copper fittings and silver-soldered joints. The refrigerant piping arrangements shall be in accordance with good practice within the air conditioning industry, and are to include charging connections, suction line insulation and all other items normally forming part of proper refrigerant circuits.

All joints in copper piping shall be sweat joints using low temperature brazing and or silver solder. Before joining any copper pipe or fittings, its interiors shall be thoroughly cleaned by passing a clean cloth via wire or cable through its entire length. The piping shall be continuously kept clean of dirt etc. while constructing the joints. Subsequently, it shall be thoroughly blown out using nitrogen.

After the refrigerant piping installation has been completed, the refrigerant piping system shall be pressure tested using nitrogen at pressure of 20Kg per sq.cm and 10 Kg per sq.cm (low side). Pressure shall be maintained in the system for 24 hours. The system shall then be evacuated to minimum vacuum if 700mm hg and held for 24 hours.

The air-conditioning system supplier shall design and erect proper interconnections of the complete refrigerant circuit.

The thickness of copper piping shall not be less than mentioned below:

<u>Pipe Size in mm( OD)</u>	<u>Wall Thickness in mm</u>
54.1	1.5
41.3 – 34.9	1.3
28.6 – 25.4	1.2
22.2 – 15.9	1.0
12.7 - 6.4	0.8

The suction line pipe size and the liquid line pipe size shall be selected according to the manufacturers specified outside diameter. All refrigerant pipes shall be properly supported and anchored to the building structure using steel hangers, anchors, brackets and supports which shall be fixed to the building structure by means of inserts or expansion shields of adequate size and number to support the load imposed thereon.

### **3. Pipe Insulation:**

#### **a. Refrigerant Pipe Insulation**

The whole of the liquid and suction refrigerant lines including all fittings, valves and strainer bodies, etc. shall be insulated with 19mm /13 mm thick elastomeric nitrile rubber Class I as specified in BOQ.

#### **b. Drain Pipe Insulation**

Drain pipes carrying condensate water shall be insulated with 6 mm thick elastomeric nitrile rubber insulation.

For proper drainage of condensate, U Trap shall be provided in the drain piping (wherever required). All pipe supports shall be of pre-fabricated & pre painted slotted angle supports, properly installed with clamps etc.

## **III. SPECIFICATIONS FOR AUTOMATIC CONTROLS AND INSTRUMENTS**

### **1. SCOPE**

The scope of this section comprises the supply, installation, testing and commissioning of automatic controls and instruments conforming to these specifications and in accordance with requirement of drawings and 'Schedule of Quantities'

### **2. PRODUCTS**

**2.1 Thermostats or Remote operated controller** shall be electrical mode, fixed differential type with sensing element located in the return air stream.

## **IV. SPECIFICATIONS FOR ELECTRICAL WORK AND CABLING**

### **1. General:**

The motor and switchgears required for various items shall generally be as per specifications given below all electric motors shall be suitable for 3 phase, 50 cycles, 415 volts A.C. Supply +/- 10%.

## 2. Wiring for Motors, Heaters etc.:

- i. The wiring for above equipment shall be carried out in conduits or using PVC armoured cables.
- ii. The PVC XLPE armoured power cable for use on 415 volts system shall be 3 or 3.5 core with aluminium conductors and be of 1100 volts grade, as per IS 1554 part I-1964. The cross section of the cable shall be to suit the load or rating of the equipment. The cable shall be aluminium conductor XLPE insulated single wire / strip armoured with overall PVC sheathing.
- iii. The cables shall be laid as per IS-1255/1967, Indian Standard Code of Practice.
- iv. The cables shall be laid, as per drawings or along a short and convenient route between switch board and the equipment, either in trenches, on wall or on hangers, supported from the slab. Cable routing shall be checked on the site to avoid interference with structure, equipment etc. Where more than one cable is running close to each other, proper spacing should be provided between them.
- v. The radius of bends of the cable should not be less than 12 times the radius of cable to prevent undue stress and damage at the bends, the cables should be supported with wooden cleats fixed on M.S. Supports, when running in trenches wall or ceiling suspended hangers. When laid underground the cables should be covered with fine soft earth and protected with cement concrete covering. Suitable G.I. Pipe shall be used wherever the cable comes out of the connected surface and clamped properly.
- vi. Wooden bushes shall be provided at the ends of pipes through which cables are taken in walls and floors.
- vii. All cables shall be terminated using suitable size cable glands and packing.
- viii. The wiring in conduits shall be 1100 volts grade.
- ix. The conduits used shall be of high quality, all joints shall be made with sockets. The bends and elbows shall have inspection covers fixed with grease free screws. The joints shall be water tight. Approved metal saddles shall be used to secure the exposed conduits at a space of 1 meter or less. The connection of the conduit to switches etc. shall be secured by a check nut and ebonite bushes provided at the ends of conduits.
- x. Flush inspection covers shall be provided in case of concealed, recessed conduits. The staples for the conduits shall not be spaced more than 0.60 meters apart. Before filling up the chase with concrete the conduits should be given a coat of rust proof paint.
- xi. The wires shall be drawn only after all the conduits have been properly fixed in position.

## 4. Control Wiring:

- i. Control cables shall be 650 volts grade as per IS 1554 made from copper conductor of 1.5 / 2.5 sq. mm PVC insulated single multi core unarmoured with an overall PVC sheathing. All cables & wires to be FRLS grade.
- ii. The cables and conduits wiring shall be carried out as per details given above.

## 5. Earthing:

All equipment connected with electric supply shall also be provided with double earthing continuity conductors. The size of copper earthing conductors shall be:-

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Size of phase wire sq.mm Aluminum	size of copper conductor tape/wire (swg)
185	20 mm x 3 mm (strip)
150	20 mm x 3 mm (strip)
120	12 mm x 3 mm (strip)
70	4 Swg
50	6 Swg
35	8 Swg
25-6	8 Swg
4	10 Swg

Note: GSS earthing conductors of equivalent size may be used in lieu of copper earth mentioned above.

#### 6. Miscellaneous:

- i. The final connections to the equipment shall be through flexible connections in case of conduit wiring and also where the equipment is likely to be moved back and forth, such as on slide rails.
  - ii. An isolator switch shall be provided at any motor which is separated from the main switch panel by a wall or partition or other barrier or is more than 15 meters away from the main panel.
  - iii. Two separate and distinct earthing conduits shall be connected from the equipment upto the main switch board panel.
  - iv. The branch lines from the main panel to each equipment shall be separated and should not crisscross other lines.
  - v. The entire installation shall be tested as per electricity rules and I.S.S 732-1973 with amendments 1, 2 & 3 prior to the commissioning of the plant and a suitable test report furnished by a competent and authorized person. The test report will be obtained by contractor himself at his own expenses.
  - vi. All exposed switch board panels, conduits; hangers etc. shall be given 2 coats of suitable paint of approved colour, when all work has been completed.
7. Painting: All sheet steel work shall undergo a process of degreasing, thorough cleaning, and painting with a high corrosion resistant primer. All panels shall then be baked in an oven. The finishing treatment shall be by application of powder coating of approved shade.
- 8 Rubber Mat: Rubber mat shall be provided in front to cover the full length of all panels. Where back space is provided for working from the rear of the panel, rubber mat shall also be provided to cover the full length of panel.

#### PREAMBLE TO MODE OF MEASUREMENT

1 All equipment described hereafter shall be in accordance with the specifications. All equipment shall be selected and installed for the lowest Operating noise level.

2 Supply of various equipment shall include all expenses for correspondence with manufacturers, submission of shop drawings, documents and their approval by the Consulting Engineer, procurement of equipment, transportation, shipping, payment of all taxes and levies, storage, supply of equipment at the point of installation, furnishing all technical literature required, replacement of defective components, and warranty obligations for the individual equipment.

3 Installation of various equipment shall include all material and labour associated with hoisting and lowering of equipment in position, insulation of the components and vibration isolation as required, grouting and anchoring or suspension arrangements and all incidentals associated with the installation as per the specifications and manufacturer's recommendation.

4 Vibration isolators as specified or as recommended by the manufacturer shall be installed with each component. Performance ratings, power consumption and power data for each component shall be verified at the time of testing and commissioning of the installation, against the data submitted with the tenders.

5. Shop coats of paint that have become marred during shipment or erection shall be cleaned off with mineral spirit, wire brushed and spot primed over the affected areas, then coated with enamel paint to match the finish over the adjoining shop painted surfaces.

6. Testing and commissioning shall include furnishing all labour, materials, equipments, instruments, and incidentals necessary for complete testing of each component as per the specifications and manufacturer's recommendations, submission of test results to the Consulting Engineer and obtaining their approval and submission of necessary documents and completion drawings.

7 All ducts shall be fabricated and installed conforming to the relevant Indian standards, approved shop drawings and the specifications.

8. Duct installation shall include fabricating and installing the ducts, splitter dampers, turning vanes, and distribution grids within the ducts in position, and providing, installing and making air tight all joints with slips, bonded felt insertions, nuts, bolts and screws as required. In addition multi-louvered manually adjustable dampers shall be provided in various branch ducts as required or shown on drawings for proper balancing of air flows.

9 All registers and diffusers shall be provided with a soft continuous rubber gasket between their periphery and the surface on which these have to be mounted.

10 Registers and diffusers shall be given, at the factory, a rust resistant primer coat and enamel paint finish of approved colour.

11 After completion of the installation, the entire air distribution system shall be tested for air leaks and balanced in accordance with the specifications.

#### **MODE OF MEASUREMENT**

1 Measurement of Equipment:

i. Non VRV/ VRF unit – to include compressor, condenser, controls, motor etc on skid mounted platform complete factory assembled including insulation and standard accessories as supplied by the OEM. – Unit nos.

ii. Indoor units and Cassette – to include blower with motor, casing, Unit nos.

2 Measurement For Piping: Unless specified otherwise, measurement for piping for the project shall be on the basis of centre line measurements described herewith Piping shall be measured in units of length along the centre line of installed pipes including all pipe fittings, flanges (with gaskets, nuts, and bolts for jointing), unions, bends, elbows, tees, concentric and / or eccentric reducers, inspection pieces, expansion loops etc. The above accessories shall be measured as part of piping length along the centre line of installed pipes, and no special multiples of pipe lengths for accessories shall be permitted. The quoted rates for centre line linear measurements of piping shall include all wastage allowances, pipe supports including hangers, MS channel, PUF supports, nuts, check nuts, vibration isolator suspension where specified or required, and any other item required to complete the piping installation as per the Specifications. None of these items will be separately measured nor paid for. However, all valves (gate / globe / check / balancing / purge / butterfly / drain etc), strainers, thermometers, pressure gages shall be separately counted and paid as per their individual unit rates, which shall also include their insulation as per Specifications. Piping measurements shall be taken before application of the insulation. Contractor shall get pressure testing of pipes / measurements etc verified by the representative of Engineer in charge at site.

6 Measurement of Pipe Insulation: Pipe Insulation shall be measured in units of length along the centre line of the installed pipe, strictly on the same basis as the piping measurements described earlier. The linear measurements shall be taken before the application of the insulation. It may be noted that for piping measurement, all valves, orifice plates and strainers are separately measurable by their number and size. It is to be clearly understood that for the insulation measurements, all these accessories including cladding, valves, orifice plates and strainers shall be considered strictly by linear measurements along the centre line of pipes and no special rate shall be applicable for insulation of any accessories, fixtures or fittings whatsoever.

7 Measurement of cabling: All power cabling, control cabling and earthing the same shall be measured for actual length and paid as per the unit rates available in the tender quotes.

### **INSPECTION AND TESTING PROCEDURES**

All major equipment's such as IDU, Air handling units, panels, fans shall be got inspected by the engineer in charge / customer at works by the AC contractor, if he so desires. All routine and Type tests shall be carried out and the test reports shall be submitted for approval before dispatch.

The engineer in charge is free to witness any or all tests. In any case the OEM test certificates shall be submitted to the engineer in charge for verification of the same before the payments for the same can be processed. The AC contractor shall inform the engineer in charge well in time about the date of readiness of the equipment for inspection and testing.

The inspection process shall be as under:

#### **1. Equipment like Outdoor units and Indoor units**

- i. Salient features such as model and make shall be checked as per the contract requirement and shall be related with name plate/performance curves.
- ii. The manufacturer's test certificate shall be furnished and verified.

iii. The test certificates shall be correlated with the equipment serial no.

## **2. Electric Motor**

The motor shall be of approved make. The OEM's test certificates shall be furnished and verified with the name plate and serial no. The requirement shall be as per technical data submitted.

## **3. Pipes**

Make, wall thickness for the pipe shall be checked at random for 5% of pipe lengths and shall be correlated with relevant IS codes.

## **4. Insulation**

- i. All type of insulation material shall be physically checked for quality, thickness as per tender specification.
- ii. The samples shall be checked for density at site. The same shall be correlated with the OEM test certificates.
- iii. The material shall be having required thermal conductivity which will be verified from TC.

## **Final Inspection**

After completion of entire installation as per specifications in all respects, the AC contractor shall demonstrate trouble free operation of the entire installation simultaneously. The test readings shall be recorded in a mutually acceptable format. All tests shall be carried out by the AC contractor at his own expenses. However necessary utilities such as power and water shall be provided by the owner free of cost.

The tests shall include but will not be limited to the following:

- i. To check satisfactory functioning of all equipment installed
- ii. Clean all equipment to remove foreign material and construction dirt and dust with Vacuum cleaner.
- iii. Verify that the equipment is secure on mounting and supporting devices and that connections for piping, ductwork and electrical are complete.
- iv. Verify proper thermal overload protection is installed in motors, starters, and disconnects.
- v. Perform cleaning and adjusting specified as per OEM.
- vi. Check proper motor rotation direction and verify fan wheel / pump free rotation and smooth bearing operations.
- v. Reconnect drive system and align belts.
- vi. Lubricate bearings, pulleys, belts, and other moving parts with factory recommended lubricants.
- vii. Set outside-air / supply air dampers to minimum outside-air setting.
- viii. Install temporary throw away filters for initial run and finally install clean filters.
- ix. Verify manual and automatic volume control, and fire dampers in connected ductwork system are in the full-open position.
- x. Replace fan and motor pulleys as required to achieve design conditions.
- xi. Measure and record motor electrical values for voltage and amperage.

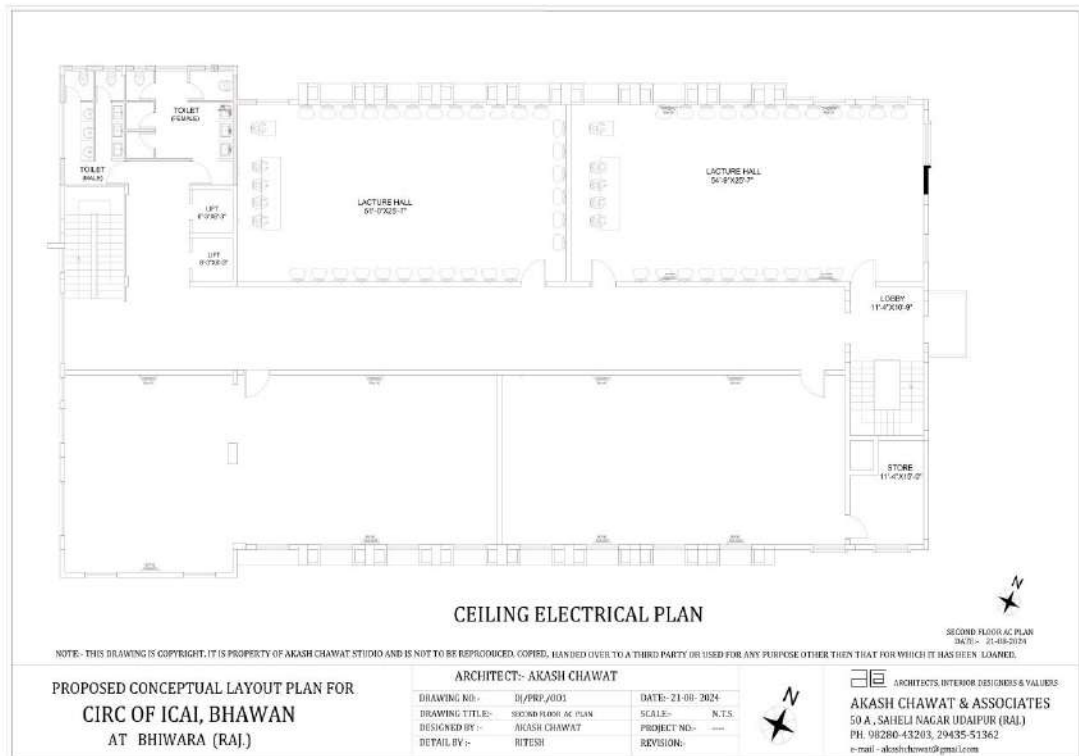
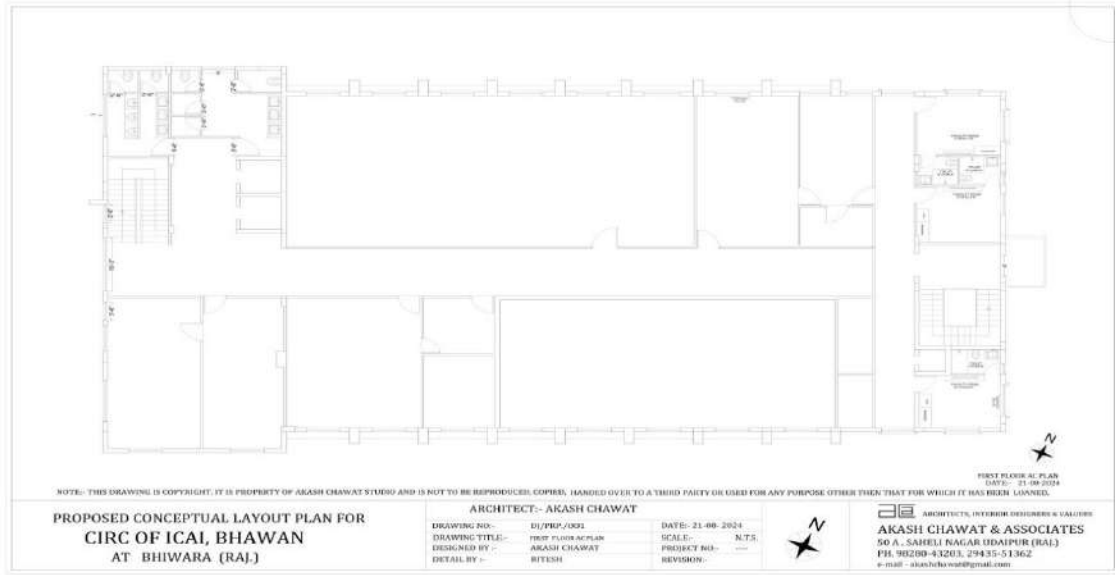
xii. Shut unit down and reconnect automatic temperature control operators.

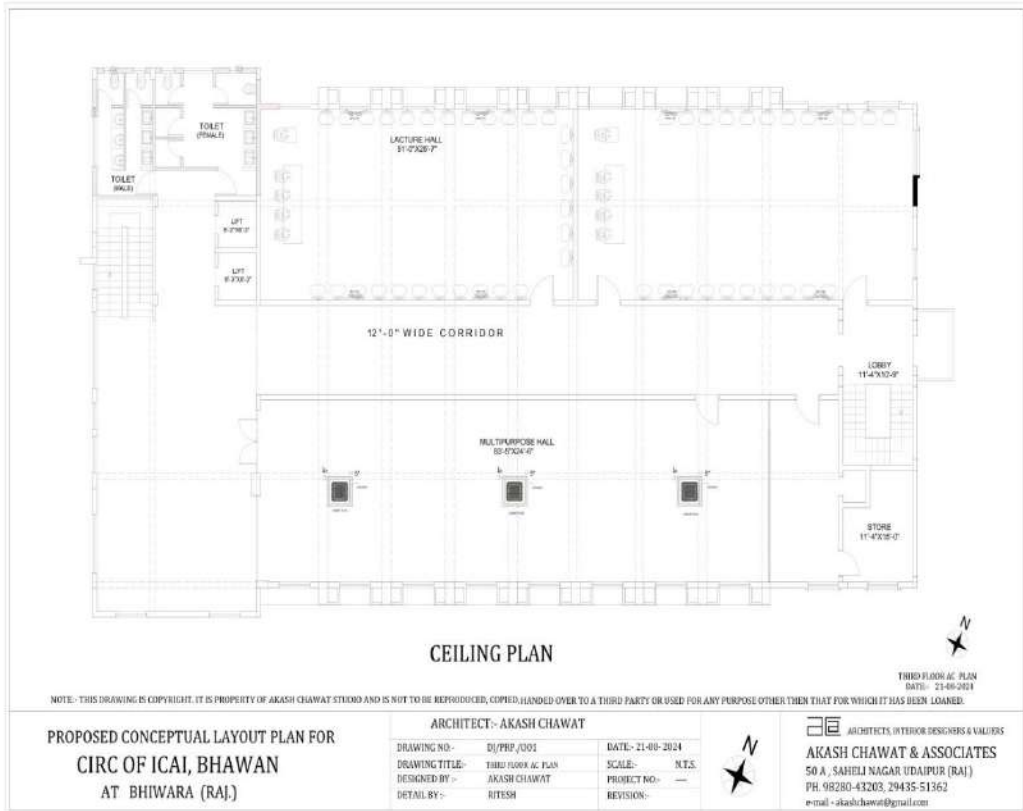
xiii. Cooling / heating capacity of various Indoor units shall be computed from the measurements of air flow and dry and wet bulb temperatures of air entering and leaving the coil. Flow measurements shall be by a calibrated rotating vane anemometer and temperature measurements by accurately calibrated mercury-in-glass thermometers. Computed ratings shall conform to the specified capacities and quoted ratings. Power consumption shall be computed from measurements of incoming voltage and input current, whereas, noise level at various locations within the conditioned spaces shall be measured by a sound pressure level meter.

NOTE:

- All measuring instruments shall be arranged by the AC contractor at his own expense.
- The instruments shall be new and shall have a valid calibration certificate from a renowned test lab.
- The plant shall be run initially and all equipments shall be adjusted to give desired results as per contract. Thereafter the plant shall be test run for 96 hours as described above and the readings shall be demonstrated in the required format. The test shall be witnessed by the owners and engineer in charges representative. In case the conditions are not achieved during the initial run test the plant shall be readjusted and the new dates for tests shall be determined. The entire test shall be repeated and satisfactory results shall have to be obtained. Only after satisfactory test the installation shall be taken over by the customer and warranty period for one year shall commence.
- The test readings shall be suitably adjusted for the absence of Peak ambient conditions, fouling factor, and available load.
- The snag list prepared jointly after initial test shall be attended to by the vendor during a maximum of 30 days from the start of warranty period. Failure to do so shall result in corresponding increase of warranty period.

**SECTION – XI**  
**TENDER DRAWINGS & SKETCHES**







**SECTION – XII**

**PRICE BID**

**To be submitted in separate Envelope No. 2**

## Bill of Quantities :

Sr. No.	Description of Work	Quantity	Unit	Amount (Rs.)
1	<p>Supply of HIGH WALL mounted SPLIT &amp; CASSETTE INVERTER AC machines with cordless remote. Indoor and outdoor in specified capacity as detailed condensing unit shall be complete thermatically sealed with hermetic rotary DC Invertor compressor, air cooled condenser with fan evaporative unit shall consist of a fan section with dynamically balanced centrifugal fan driven by FHP motor, multi rows deep cooling coil of copper tubes with aluminium fins. the evaporating unit shall be equipped with synthetic fiber filter, insulated drain pan, safety control thermostat complete in all respects. 4 or 5 star Make following below mentioned technical qualification.</p> <p>Power Supply : 1 Phase, 230-240 Volt, 50 HZ  Cooling capacity rated full/ Half : 5.28-5.3 / 2.65 kW  Rated Power Consumption : 1014 watts  Power Consumption Full/ Half : 1295-1350/448-470  Annual Power Consumption : 781-950 kWH  ISEER : 5.2  Star Rating : 4 or 5 Star  Voltage Range: 187-265 Volt  Operating Voltage : 5.9-6.5 amps  Compressor Type : Hermetic Rotary DC Invertor  Refrigerant : R290 or R410 A  Operating Range: *CDB : 16/18-52  Operating sound Indoor: 48-52 DB  Operating sound Outdoor: : 55-58 DB  Comprehensive Product warranty : 2 Years  Compressor Warranty : 10 Years</p>			
a.	Minimum 1.5 tr High Wall Split inverter AC (Hitachi/ Daikin/Carrier/Blue Star/ Haier, O General or par quality)	2	Nos.	
b.	Minimum 2.0 tr High Wall Split inverter AC (Hitachi/	18	Nos.	

	Daikin/Carrier/Blue Star/Haier, O General or par quality)			
c.	Minimum 4.0 tr Casette inverter AC (Hitachi/ Daikin/Carrier/Blue Star/Haier, O General or par quality)	3	Nos.	
d.	Standard installation of above 23 specified machines and additional 3 old machines to be removed & installed at new places	26	Nos.	
2.	P & F INSULATED condensate drain water piping flexible PVC with all bends, junctions and accessories approved make duly insulated to nearest drain trap including cutting and repairing the wall to the existing situation complete - 25mm / 32mm dia. (make as per list below)	140	R.Mt.	
3.	P & F Copper refrigerant piping for split units duly insulated with elastometric nitrile rubber tubular insulation (9mm) between each set of indoor & put door unit for above mentioned units to interconnect indoor unit and outdoor unit, relevant sizes as per manufactures specifications including cutting and chiselling and repairing of wall / designated areas complete fine finish.(MAKE as per list below ) suitable for upto 4.0 Tr capacity	176	R.Mt.	
4.	P & F MS stand (A.C.) and cage for condenser made of as design MS angle section fixed on the wall complete with welding. Grinding and painting with redoxide paint complete (all above AC)			
	MS stand 'L' angle frame company make 01set)	20	Nos.	
	<b><u>Total for All Above</u></b>			
	<b><u>Discount</u></b>			
	<b><u>Grand Total after Discount</u></b>			
	<b><u>In Words</u></b>			

**Note: - The Item rate Quoted by the Bidders should be including GST.**