



THE INSTITUTE OF CHARTERED ACCOUNTANTS OF INDIA

**TENDER
FOR
SUPPLY, INSTALLATION, TESTING, COMMISSIONING AND
MAINTENANCE OF 10 PASSENGER MRL OR GEARLESS LIFT
1 NO. AT ICAI BHAWAN, BHILWARA BRANCH OF CIRC OF
ICAI, NEAR CA CIRCLE, SECTOR NO. 8, PATEL NAGAR,
BHILWARA, RAJASTHAN - 311001**

TECHNICAL BID

Book – I

**Tender Ref. No. ICAIBHL/2024-25/04
Issued on Dated 08/10/2024**

PROJECT INFORMATION

Project	:	FOR ICAI BHAWAN SITUATED AT BHILWARA BRANCH OF 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 ICAI	:	Bhilwara Branch of CIRC of ICAI
Type of Tender:		Limited Tender
Extent of Site	:	As per the Site Plan attached with the Tender.
Location of Site	:	BHILWARA BRANCH OF CIRC OF ICAI, ICAI BHAWAN NEAR CA CIRCLE, SECTOR NO. 8, PATEL NAGAR, BHILWARA, RAJASTHAN – 311001
Existing Conditions	:	<u>(To Be Verified by Contractor)</u>
Terrain	:	As per site

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PRESS NOTICE



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

(Set up by an Act of Parliament)

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

Local Office: Bhilwara Branch of CIRC of ICAI, Near CA Circle,
Sector No. 8, Patel Nagar, Bhilwara, Rajasthan 311001

Email – bhilwara@icai.org, Contact - 9929174999

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 for providing services of SUPPLY, INSTALLATION, TESTING, COMMISSIONING & MAINTENANCE OF 10 PASSENGER CAPACITY MRL or GEARLESS LIFT.

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

Tender details described in the Tender in detailed is available at ICAI website www.icai.org, www.circ.icai.org & www.icaibhilwara.com. The last date of submission of duly filled in Bids is 30/10/2024 up to 04:30 PM.

Secretary, ICAI

INVITATION TO BIDTender Ref. No. **ICAIBHL/2024-25/04**

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 Bidder / Contractor in respect of SUPPLY, INSTALLATION, TESTING, COMMISSIONING & MAINTENANCE OF 10 PASSENGER CAPACITY MRL or GEARLESS LIFT at ICAI BHAWAN, NEAR CA CIRCLE, SECTOR NO.8, PATEL NAGAR, BHILWARA 311001 (RAJASTHAN). The duly filled in bids shall be received on or before 30/10/2024 up to 04:30 PM at Bhilwara Branch of CIRC of The Institute of Chartered Accountants of India, ICAI Bhawan, Near CA Circle, Sector 8, Patel Nagar, Bhilwara 311001.

A complete set 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 Rs 1180/- Incl 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. An additional charge of Rs 200/- for postage to be paid by Bidder, if the Tender Documents are requested by post.

Also, Tender document may be downloaded from ICAI’s web site www.icai.org, www.circ.icai.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 Rs. 1000/- plus GST @18% in favor of “**The Secretary, The Institute of Chartered Accountants of India**”, payable at New Delhi, towards the cost of Tender Document along with tender, failing which, the tender shall be summarily rejected.

As per new normal, the opening of bids could be held by virtual mode. A pre-bid meeting will be held on 17/10/2024 at 11:00 AM in Bhilwara Branch of CIRC of The Institute of Chartered Accountants of India, ICAI Bhawan, Near CA Circle, Sector No. 8, Patel Nagar, Bhilwara 311001 by physical or virtual mode decided by Bhilwara Branch.

S. No.	Name of work	No. of Lift to be installed in the ICAI Bhawan, Bhilwara	Earnest Money Deposit (Rs.)	Time of Completion inclusive of rainy periods and holidays (months)
1.	Supply, installation, testing, commissioning and maintenance of 10 passenger MRL of Gearless lift 1 No. at ICAI Bhawan, Bhilwara Branch of CIRC of ICAI, Near CA Circle, Sector No. 8, Patel Nagar, Bhilwara, Rajasthan - 311001	Qty. 01	Rs. 30,000/-	Two months

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

RELEVANT INFORMATION AT A GLANCE

A. Name of work:	SUPPLY, INSTALLATION, TESTING, COMMISSIONING AND MAINTENANCE OF 10 PASSENGER MRL OF GEARLESS LIFT 1 NO. AT ICAI BHAWAN, BHILWARA BRANCH OF CIRC OF ICAI, NEAR CA CIRCLE, SECTOR NO. 8, PATEL NAGAR, BHILWARA, RAJASTHAN - 311001
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. 200/- 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 and 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 www.icaai.org , www.circ.icaai.org & www.icaibhilwara.com
E. Pre-Bid Meeting will be held on	17/10/2024 at 11:00 AM at Bhilwara Branch of CIRC of ICAI, The Institute of Chartered Accountants of India, ICAI Bhawan, Near CA Circle, Sector No. 8, Patel Nagar, Bhilwara 311001.
F. Last Date & time of receipt of Tender:	Tenderers may sent the bids at the address given below either by registered post/speed post /or may dropped in the designated tender Box so as to reach on or before 30/10/2024 up to 04:30 PM.
G. Place of submission of tender:	Bhilwara Branch of CIRC of ICAI, ICAI Bhawan, Near CA Circle, Sector No. 8, Patel Nagar, Bhilwara 311001.
H. Date, time and place of opening of Envelope No.1 Technical Bid:	The Technical bids shall be opened on 04/11/2024 at 11:00 AM or on any other date & time as per the discretion of ICAI and as communicated to the bidders, 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, The Institute of Chartered Accountants of India, ICAI Bhawan, Near CA Circle, Sector No. 8, Patel Nagar, Bhilwara 311001.”
I. Date of opening of Financial bid:	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 of 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 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.icai.org, www.circ.icai.org & www.icaibhilwara.com.
- ICAI reserves the right to award contract in full or in part to one or more bidder/ agency without assigning any reason, whatsoever.
- ICAI also reserves the right not to accept the lowest bid.
- Bidder should have valid GST registration number and meet all legal requirements.
- The Successful Bidder shall NOT sub-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.icai.org, www.circ.icai.org & www.icaibhilwara.com.

SECTION - II
INSTRUCTIONS TO TENDERERS

**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 to be executed. 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 15 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 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:

Reputed firms

- (1) having 5 years of experience and having satisfactorily executed in time atleast six jobs costing total 01 crores in last two years ending 31.03.2024,
- (2) having Average Annual Financial turnover of at least Rs. 50 lakhs during the last 3 years ending 31st March 2024.
- (3) 24 x 7 local service set –up,
- (4) should not have incurred any loss during the last two years ending 31st March, 2024 and
- (5) should have a solvency of Rs. 30 lakhs issued by a scheduled Bank. All these shall be submitted along with tender request letter.

1.0 Criteria for Eligibility and documents to be submitted along with Volume I (Part I).

- 1) List of Clients for similar nature of work along with documentary evidences about award/ completion of works with value, completion period, type of Buildings, name and address/ contact No.
- 2) List of works of similar nature in hand with value, schedule date of completion.
- 3) List of Banker along with address, contact number of Branch.
- 4) Turnover of the company/ LLP / Firm for the last 3 financial years, supported by documents.
- 5) Solvency certificate from the Bank for the prescribed value.
- 6) Organizational chart of the company.
- 7) Organizational chart for the personnel proposed to be deployed at ICAI project (Engineer, Supervisor, skilled & non-skilled workers and administrative staff)
- 8) List of machinery available with the firm & to be deployed on the project.

2.0 Documents – Among others, the Bidder shall invariably enclose the following documents with the Technical Bid:

- Copy of TDS Certificate issued by the employer in support of eligibility criteria.
- Form A – Financial Information
- Form B- Details of all works of similar class/ nature completed during the last seven years ending 31.03.2023.
- Form B-1- Additional Information for completed works
- Form C- Project under execution or awarded as on 31.03.2023
- Form – D- Performance report for works referred to in Form B & C
- Form E – Structure and Organization
- Form E-1- Details of Key Technical and Administrative Personnel employed by the firm/company
- Form F - Performa on ISO certification
- Solvency Certificate
- Self-attested copy of GST No. and PAN No.
- Self-Declaration letter of undertaking on letter head stating that bidder had not been blacklisted in last 5 years by Govt./BFSI/PSU Govt. Dept. /Regulator/statutory body.
- Earnest Money Deposit (interest free, refundable) of Rs. 30,000/- (Rs. Thirty Thousand only). This can be in the form of a bank draft in favour of "Secretary, The Institute of Chartered Accountants of India", payable at New Delhi.. EMD shall be submitted in a separate sealed envelope. EMD shall have to remain valid for a period of 90 days beyond the final bid validity period.

FORM 'A'

FINANCIAL INFORMATION

- I Financial Analysis – Details to be furnished duly supported by figures in Balance Sheet/Profit and Loss Account for the last Three years duly certified by the Chartered Accountant, as submitted by the applicant to the Income-Tax Department (Copies to be attached).

	YEARS		
	2021-22	2022-23	2023-24

- (i) Gross Annual turn-over in Construction Works:
- (ii) Profit/Loss
- (iii) Financial position:
 - (a) Cash
 - (b) Current Assets
 - (c) Current Liabilities
 - (d) Working capital (b-c)
 - (e) Current Ratio:
Current Assets/Current Liabilities (b/c)
 - (f) Acid Test Ratio:
Quick Assets/Current Liabilities (a/c)
- II. Income Tax clearance Certificate
- III. Solvency certificate from Bankers (Schedule Bank) of Applicant.
- IV. Financial arrangements for carrying out the proposed

SIGNATURE OF APPLICANT(S)

Signature of Chartered Accountant with seal

FORM 'B'

DETAILS OF ALL WORKS OF SIMILAR CLASS COMPLETED DURING THE LAST SEVEN YEARS ENDING 31ST MARCH 2023

1	2	3	4	5	6	7	8	9	10	11	12
SL. NO	Name of Project & Location	Owner or Sponsoring Organisation	Agreement No.	Scope of Work*	Cost of Work in Lakhs	Date of Commencement as per Contract	Stipulated Date of Completion	Actual Date of Completion	Litigation/ Arbitration/pending In Progress with details **	Name & Address / Tel No of Officer to Whom Reference	Remarks

*indicate Number of Basement and No of Stories in Super structure.

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

Signature of Applicants

FORM B1

ADDITIONAL INFORMATION FOR COMPLETED WORKS

1. Name of work
2. Location
3. Client's name and address
4. Consultant's name and address.
5. Scope of work (No. of Lifts)
 - a. Number of floors in Basement.
 - b. Number of floors in Superstructure.
 - c. Height of the building.
6. Specialized equipment deployed for the project.
7. Project Management organization structure.
8. Number of shifts and its duration adopted in execution.
9. Systems adopted for timely completion of the project.

SIGNATURE OF APPLICANT(S)

FORM 'C'

PROJECTS UNDER EXECUTION OR AWARDED

Sl. No.	Name of Project & Location	Owner or Sponsoring Organization	Agreement No.	Cost of Work	Date of Commencement as per Contract	Stipulated Date of Completion	Upto date %age progress of Work	Slow Progress if any & reason there of	Name & Address/ Tel No of Officer to Whom Reference	Remarks *
1	2	3	4	5	6	7	8	9	10	11

- Indicate whether any Show cause notice issued or Arbitration initiated during the progress of work.

Signature of Applicants

**FORM
'D'**

**PERFORMANCE REPORT FOR WORKS REFERRED TO IN
FORM 'B' & 'C'**

1. Name of the work/ Project & Location.
1. Scope of work.
 - a. Number of floors including Basement.
 - b. Number of floors including Superstructure.
2. Agreement No.
3. Estimated Cost
4. Tendered Cost
5. Value of work done
6. Date of Start
7. Date of completion
 - a. Stipulated date of completion.
 - b. Actual date of completion.
8. Amount of compensation levied for delayed Completion, if any.
9. Performance report based on Quality of Work, Time Management, and Resourcefulness : Very Good / Good / Fair

DATE

CHIEF PROJECT MANAGER
OR EQUIVALENT.

SUPERINTEND ENGINEER/

STRUCTURE AND ORGANISATION

1. Name and address of the applicant
2. Telephone No./Fax No/E-Mail address.
3. Legal Status (attach copies of original document defining the legal status)
 - (a) An Individual
 - (b) A proprietary Firm
 - (c) A Firm in partnership
 - (d) A Limited Company or Corporation.
4. Particulars of registration with various Government bodies (Attach attested photo-copy)
 - a) Registration Number.
 - b) Organization / Place of registration
5. Names and Titles of Directors and officers with designation to be concerned with this work with Designation of individuals authorized to act for the organization.
6. Was the applicant ever required to suspend work for a period of more than six months continuously after you commenced the construction? If so, give the name of the project and give reasons thereof.
7. Has the applicant or any constituent partner in case of partnership firm/company, ever abandoned the awarded work before its completion? If so, give the name of the project and give reasons thereof.
8. Has the applicant or any constituent partner in case of partnership firm/Company, ever been debarred/blacklisted for REQUEST TO SUBMIT THE PROPOSAL ing in any organization at any time? If so, give details:
9. Has the applicant or any constituent partner in case of partnership firm, or any directors in case of a Company ever been convicted by a court of law? Or any criminal proceedings presently pending? If so, give details.
10. Any other information considered necessary but not included above.

SIGNATURE OF APPLICANT(S)

FORM 'E-1'**DETAILS OF KEY TECHNICAL AND ADMINISTRATIVE PERSONNEL EMPLOYEES BY THE FIRM/ COMPANY**

Sl. No	Designation	Total Number	Names	Qualification	Professional Experience	Length of continuous service with employer
1	2	3	4	5	6	7

Note: additional Information about Technical personnel, if any, may be submitted on separate sheet.

Signature of Applicant(s)

FORM F

PROFORMA ON ISO CERTIFICATION

1. Year of Certification
2. Name and Address of Certifying Agency
3. Name of Management Representative
4. Validity of Certificate

Note: Attested copy of certificate (attested by Government Officer or Notary Public) to be enclosed.

SIGNATURE OF APPLICANT(S)

3. TENDERING PROCEDURE: -

3.1 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, ICAI Bhawan, Near CA Circle, Sector No. 8, Patel Nagar, Bhilwara 311001 (Rajasthan)

The same may also be downloaded from the ICAI website www.icaai.org, www.circ.icaai.org & www.icaibhilwara.com

3.2 PRE-BID MEETING:

1. Tenderers or their representatives are advised to attend pre bid meeting on 17/10/2024 at 11:00 AM at The Institute of Chartered Accountants of India, ICAI Bhawan, Near CA Circle, Sector No. 8, Patel Nagar, Bhilwara 311001 (Rajasthan).
2. 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 04:30 PM. Email Id for this communication is, bhilwara@icaai.org
3. 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.
4. 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.

3.3 MANNER OF SUBMISSION OF TENDER AND ITS ATTACHMENTS:

1. The Bid should be Addressed to: Secretary, Bhilwara Branch of CIRC of The Institute of Chartered Accountants of India, ICAI Bhawan, Near CA Circle, Sector No. 8, Patel Nagar, Bhilwara 311001 and should be submitted at the address given below either by registered post/speed post / or be dropped in the tender box, placed at Secretary, Bhilwara Branch of CIRC of The Institute of Chartered Accountants of India, ICAI Bhawan, Near CA Circle, Sector No. 8, Patel Nagar, Bhilwara 311001.
2. The Tenderer shall sign and put its seal on each page on 'Technical Bid' and 'Price Bid' while submitting the bids.

3.3.1 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.
2.
3.
4.
5.
6.
7.
8.

3.4 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. This tender shall be unconditional.

3.5 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 superscribed 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 SUPPLY, INSTALLATION, TESTING, COMMISSIONING AND MAINTENANCE OF 10 PASSENGER MRL OF GEARLESS LIFT 1 NO. AT ICAI BHAWAN, BHILWARA BRANCH OF CIRC OF ICAI, 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 or by courier.

3.6 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, the following procedure will be adopted for opening of the tender.

3.6.1 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. 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.

3.6.2 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 labours 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. EVALUATION CRITERIA:

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

The initial criteria prescribed in clause 2 i) to vi) 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.

- | | |
|---|------------------|
| a) Financial strength (Form 'A' & 'B') | Maximum 20 marks |
| b) Experience in similar nature of work during last five years (Form 'C') | Maximum 20 marks |
| c) Performance Report of works (Form 'D') – Time overrun | Maximum 20 marks |
| d) Performance on works (Form 'E') – Quality | Maximum 15 marks |
| e) Personnel and Establishment (Form "F"&"G") | Maximum 10 marks |
| f) Plant & Equipment (Form "H") | Maximum 15 marks |

Total

100 marks

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

CRITERIA FOR EVALUATION OF THE PERFORMANCE OF CONTRACTORS

	Attributes	Evaluation	
(a)	Financial strength (20marks) (i) Average annual turnover 16marks (ii) Solvency Certificate 4marks	(i) 60% marks for minimum eligibility criteria (ii) 100% marks for twice the minimum eligibility criteria or more In between (i) & (ii) – on pro-rata basis	
(b)	Experience in similar Class of works (20marks)	(i) 60% marks for minimum eligibility criteria (ii) 100% marks for twice the minimum eligibility criteria or more In between (i) & (ii) – on pro-rata basis	
(c)	Performance on works (time over run) (20marks)		
	Parameter	Calculation For points	Score
			Maximum Marks
		If TOR=	1.00 2.00 3.00 >3.50
	(i) Without levy of compensation		20 15 10 10
	(ii) With levy of compensation		20 5 0 -5
	(iii) Levy of compensation not decided		20 10 0 0
TOR=AT/ST, where AT=Actual Time; ST=Stipulated Time.			
Note: Marks for value in between the stages indicated above is to be determined by straight line variation basis.			
(d)	Performance of works(Quality)	(15marks)	
	(i) Very Good	15	
	(ii) Good	10	
	(iii) Fair	05	
	(iv) Poor	00	
(e)	Personnel and Establishment	(Max.10marks)	
	(i) Graduate Engineer	3 marks for each	
	(ii) Diploma holder Engineer	2 marks for each up to Max.4marks	
	(iii) Supervisory/Foreman	1 mark for each up to Max.3marks	
(f)	Plant & Equipment	(Max.15marks)	
	(i) Hopper Mixer	1	
	(ii) Truck/Tippers/Transit mixer	1	
	(iii) Steel shuttering	2	
	(iv) Building Hoist	1	
	(v) Excavator	1	
	(vi) Concrete Batching Plant	2	

(vii)Tandom Roller	1
(viii)Vibration Compactor	1
(ix)Water pumps	1
(x)Weigh Batching m/c	2
(xi)DG Set	1
(xii)Diesel Vibrators	1

5. 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.	PF Registration Certificate		
6.	Registration certificate of ESI		
7.	PAN Card		
8.	Registration certificate of WCT		
9.	Registration certificate of Service Tax		
10.	Profit & Loss statement, Balance sheet for last three financial years including audit report.		
11.	Income tax returns for the last five years		
12.	Power of attorney as applicable		

13.	Resolution of Board of Directors of the Company, if bid is signed by MD/ Director/ Key Managerial Person/ Officer of the company).		
14.	Certificate of completion of works from clients for works completed in same name and style.		
15.	Copy of work order for work in hand, in same name and style.		
16.	Tender Form along with Appendix duly signed and sealed, on the letter head of tenderer.		
17.	Solvency certificate for current year		
18.	Certificate as a registered Contractor with the MES/CPWD/any other central/state government agency, if any.		
19.	Original bidding document including drawings and all other documents duly signed& sealed		
20.	Evaluation Formats 'A' to 'T' duly filled, signed and sealed.		
21.	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.		

SECTION - III

SCOPE OF WORK

A. The CONTRACTOR shall carry out and complete the said work in every respect in accordance with this contract as per CPWD Specifications / applicable IS codes and with the directions and to the satisfaction of the CLIENT/ OWNER and Architect.

B. The contract shall include all labour, materials, tools plant equipment and transport which may be required for, the full and entire execution and completion of the works and shall unless otherwise stated, include wastage and materials, carriage and cartage, carrying of empties, hoisting, setting, fitting and fixing in position, testing and commissioning of aforesaid work in accordance with good Engineering practice and recognized principles.

C. The CONTRACTOR shall provide everything necessary for the proper execution of the works according to the intent and meaning of the specifications and drawings taken together whether the same may or may not be particularly shown or described therein provided that the same can reasonably be inferred there from and if the Contractor finds any discrepancy in the specifications and drawings or between the drawings, he shall immediately and in writing refer the same to the Architect and CLIENT/ OWNER who shall decide which is to be followed, subject to provisions in the contract.

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

SECTION - IV

TECHNICAL SPECIFICATIONS

These specifications cover the details of Electrical Elevator equipment to be supplied, inspection as may be necessary before dispatch, delivery at site, installation, testing, commissioning and handing over and the defects liability for a period of 1 year after completion of all works.

These specifications shall be read in conjunction with the General Conditions of Contract (GCC) with all correction slips as well as schedules and drawings. In the event of any discrepancy between these specifications and inter-connected contract documents, the stringent of the two shall be followed.

Lift Requirements	: No. of Passengers – 10 (680kg)
	HOISTWAY DIMENSIONS (W x D – mm) :
	1900 mm W x 1900 mm D CAR DIMENSIONS
	(W x D x H - mm) : 1400 mm W x
	1350 mm or 1100 mm D x 2200 mm D
	Stops –5 Stops With (all opening on the same side)
Makes	: (i) Johnson Lifts, (ii) Kone Elevators, (iii) OTIS Elevators, (iv) Schindler Elevators, (v) Thyssenkrupp (vi) Omega Elevators

1. GENERAL

The equipment and installation covered by these specifications and drawings shall conform to codes of practice in force and highest standards of workmanship and materials. This work shall be done in accordance with the provisions of the Lifts Act, and subsequent amendments, as also any state or local Act in force and latest Indian Standard 14665.

The Electrical wiring shall strictly comply with IS:732 and the entire installation shall be in accordance with the Indian Electricity Act 2003 and Indian Electricity Rules 1956 as amended to-date.

The Contractor shall follow all statutory requirements as well as best trade practices in the manufacture and installation of elevators. The Contractor shall arrange to obtain the statutory approval of the Inspectorate of Lifts as may be required before commencement of the erection and for commissioning of the Elevators and handover for operation after satisfactory tests.

2. DRAWINGS

Before commencing work, the Contractor shall prepare and submit all drawings necessary to show the general arrangement and details of elevator installation. These drawings must be approved by the Engineer-In-Charge and by Statutory Authorities before installation and shall become part of the contract.

The Contractor shall, within 3 weeks of receipt of a Letter of award of contract, submit 3 copies of all working drawings showing hoist way and machine/ head room layouts clearly indicating and specifying all connected structural, electrical and architectural works including imposed structural static/ dynamic loads and electrical ratings. Within 15 days of receipt of letter of award of contract, the Contractor shall obtain from the consultant all the information he needs to prepare his drawings and shall have any interaction with the consultant to finalise all parameters and data for design. The Contractor will be held responsible for any discrepancies, errors and omissions in the drawings or particulars submitted by him even if these have been approved by the consultant. On approval of these drawings by the consultant/ Employer (within 4 weeks of submission of full documentation), the Contractor shall submit five copies of approved working drawings incorporating corrections/ comments, if any made by the consultant, and shall immediately commence work.

On completion of work, the contractor shall supply four sets of CD's and four copies of the detailed wiring diagram, as-built drawings and equipment maintenance manuals. Further, a copy of such detailed diagram and a set of instructions for evacuation of passengers, in case of breakdown of the elevator, shall be framed and installed in the respective machine room by the Contractor.

The Contractor shall carry out all the work strictly in accordance with drawings, details and instructions of the Engineer-in-Charge.

3. WORKS TO BE ARRANGED BY EMPLOYER

The following items shall be provided by the Employer under instructions of the Engineer-in-Charge / Consultants to suit the requirements of the Elevator Contractor.

- I. Lift well, machine rooms and pits of specified dimensions (Already constructed).
- II. Floor, wall and ceiling finishes in hoist ways, pits and machine rooms; including painting (except painting of equipment and materials supplied by Elevator Contractor) and waterproofing, as well as doors and windows in machine room.
- III. Ventilation of machine rooms, if required.
- IV. Provision of suitable space, as available, for storage. However, it is lift contractor's sole responsibility to ensure safety of his material.

4. LIFTS CONTRACTOR'S RESPONSIBILITIES: ANCILLARY WORKS

The entire job is required to undertaken by the REQUEST TO SUBMIT THE PROPOSAL er on a Turnkey basis such as:

- I. Sill tracks including sill supports, if required.
- II. Lift-pit ladders, Screen guards, fascia plates and other protection for installation.
- III. Scaffolding for lift erection work to be provided by the Contractor.

- IV. All other items necessary for satisfactory execution and completion of works, whether specified or not.
- V. Any additional work to satisfy the inspection authority for obtaining approval.
- VI. Any minor chipping work required for adjustment of Guide rails/ carriage etc.
- VII. Sealing of all holes made in RCC walls during the course of installation.
- VIII. Commissioning spares.
- IX. Price of commissioning spares (Itemized with Quantity) shall be included in elevator supply rate.
- X. Each and every material, including cables, required for satisfactory erection and operation of elevator shall be included in the scope of supply and work.
- XI. Ensuring safety against accidents including barricading all openings and caution signs. All statutory rules and regulations shall be observed.
- XII. Obtaining approval and license of Elevator Inspector before commissioning of elevator.

5. SOUND REDUCTION

The Contractor shall provide necessary sound reduction materials, such as rubber pads of suitable density to effectively isolate the machine from the machine beams and/or flooring/walls.

The noise level inside cars and in the machine room shall be maintained at minimum levels and in any case not more than specified under PERFORMANCE PARAMETERS.

6. TRACTION MACHINE

The machine shall be Gearless/worm-gear type with motor, electro-mechanical type of brake and driving sheave mounted in proper alignment on a single heavy cast-iron base or steel bedplate.

The worm shaft shall be fitted with roller bearings to take end thrust. The sheave shaft shall also be fitted with roller bearings to ensure proper alignment. All shafts shall be provided with well-designed keys.

Rotating parts shall be statically and dynamically balanced.

The drive sheave shall be designed with machined V-grooves to ensure adequate traction with minimum wear on rope. All sheaves including deflector sheaves, where used, shall conform to I. S. 14665 (Part 4 section 3)

Adequate and dust – proof lubrication shall be provided for all bearings and worm-gears.

The brake shall be suitably curved and provided with fire-proof friction lining. The operation of brake shall be smooth, gradual and with minimum noise. The brake shall be designed to be of adequate size and strength to stop and hold the car at rest with rated load. The brake shall be capable of operation automatically by various safety devices, current failure and by the normal stopping of the car. The brake shall be released electrically. It shall also be possible to release the brake manually so as to move the lift car in short stops. Suitable Brake release tools (total 4 Nos.) shall be supplied and stored in the machine rooms/ agreed place.

For manual operation of elevators, up and down direction of the movement of the car shall be clearly marked on the motor or traction machine. A warning plate in bold signal red colour "to switch off the mains supply before releasing the brake and operating the wheel" shall be prominently displayed.

7. HOIST MOTOR

The motor shall be suitable for 415 Volts +10%, 50 Hz. + 6%, 3 Phase A.C. Supply. The motor must be designed for arduous elevator duty, rapid reversals and constantly repeated starts and stops as defined in the relevant codes of practice. All windings must be heavily insulated, adequately impregnated for tropical climate and mechanically strengthened and must be specifically designed to have a high starting torque and low starting current characteristics within the limits acceptable to electricity supply co. requirements and I.E. Rules. The motor shall be designed in such a way as to withstand occasional overloading above its rated capacity and shall have overload protection of relay and protection against phase failure as well as phase reversal. The motor shall have good speed regulation under different conditions of load and shall be designed to give a noiseless and vibration-free operation. Insulation shall be class F. Motor shall be TEFC type and with IP 55 protection with minimum 120 starts per hour. HP of the motor of each lift should be specified.

8. MOTOR CONTROL AND DRIVE

The lift motor shall be controlled by a variable voltage variable frequency (V.V.V.F.) micro-processor control system which shall control and monitor every aspect of elevator operation at all stages of the car motion cycle on real time basis.

The A.C. V.V.V.F. drive system shall control A.C. voltage and frequency concurrently with the hoist motor to regulate the elevator's actual performance to match closely the ideal speed pattern, obtain maximum efficiency of operation and provide a very smooth ride.

Frequency shall range between zero and rated value.

The Controller shall be provided with a self-diagnostic programme to keep downtime to a minimum possible.

The controller shall intelligently adjust door times in response to car calls, hall calls and "Door Open" button operation.

An Inspector's changeover test switch and set of test buttons shall be provided in the controller. Operation of the Inspector's changeover switch shall make both the car and landing buttons inoperative and permit the elevator to be operated in either direction from the controller for test purposes by pressing corresponding test buttons in the controller. Controller should have Integrated Field Test Mechanism. It shall not, however, interfere with the emergency stop switches inside the car or on the top of the car.

9. GUIDES AND FASTENINGS

- I. Guide-rails for car and counterweight shall consist of machined mild steel tee sections, erected plumb, and securely fastened to the Elevator well framing by heavy steel brackets, suitably spaced, to limit deflection of guide-rails to 3 mm under normal working conditions.
- II. The guiderails shall be of suitable section with ends forming matched joint and shall be connected with steel fish plates.
- III. Guiderails shall cover the full height of the hoist way and pit.
- IV. Guides shall be designed to withstand the action of safety gear when stopping a counterweight or fully loaded car.
- V. The max. Deviation from true plumb and alignment of guide rails shall be 2 mm.
- VI. All support framing shall be rigid and shall be designed to restrict displacement of the point of support of brackets to 3 mm under normal working conditions.
- VII. The whole guide-rail installation, including expansion joints, shall be designed for a smooth ride.
- VIII. The guiderails shall be protected during storage and installation with a rust- inhibiting coating which shall be cleaned off on completion of installation.
- IX. Guide-shoes shall be adjustable type and mounted so as to provide continuous contact with guide rails under all conditions.

Guide shoes shall be provided at top and bottom of each side of car and counterweight and shall be designed for quiet operation.

Additional guide shoes shall be provided on each side of buffer frame in case of oil-buffers.

10. SAFETY

In addition to other specifications, the Elevator shall be provided with safety devices as follows: -

- I. Against overload.
- II. Safety gear on car so that in the event of rope breaking or loosening, the car will be brought to rest immediately by means of grips on the guides.
- III. The over-speeding car shall be automatically brought to a gradual stop on guiderails and power supply to the hoist motor shall be switched off.
- IV. Over-speed centrifugal governor operating the safety gear in case of over-speeding of car in the down direction.
- V. Car gate lock in the event of car gate being opened, when passengers are in the car, the elevator will be brought to rest.
- VI. Over-travel limit switches at top and bottom limits of travel to disconnect the power supply and apply brakes to stop the car within a defined safe distance in case of over- travel in either direction
- VII. Ultimate terminal switches to stop the car automatically within top and bottom clearances independently of normal over-travel limit switches but with buffers operative.
- VIII. Protective guards to counterweights in pit, rope sheaves and wherever required.
- IX. Toe guard apron to the car platform.

11. CAR

a. Cabin Size

The internal clear dimensions of the cabin shall be as per those specified in IS 14665-Part I. The car shall be so mounted on the frame that vibration and noise transmitted to the passengers inside is minimized.

b. Frame and Safety Device

The car frame shall consist of mild steel channel top and bottom securely riveted or bolted and substantially reinforced and braced so as to relieve the car enclosure of all strains when the safety device comes into action due to overspeed or when the capacity loaded car is run on the buffer springs at normal speed.

The safety device mounted on the bottom members of the frame operated by a centrifugal speed governor shall be arranged to bring the car to a gradual stop on the guiderails in the event of excessive descending speed; and provision shall be made to shut off the power supply to the motor.

c. Buffers

Spring buffers (2 Nos.) or as recommended by supplier shall be furnished and installed in the pit under the car and counterweight. These buffers shall be mounted on RCC Pedestals in the pit. The car buffer spring must be of correct design to sustain the car with capacity load without damage, should the car terminal limits become inoperative. The car buffers must be located symmetrically with reference to center of car.

The Contractor may alternatively offer oil type buffers. The plunger shall be mild steel, designed for a very high factor of safety and accurately machined. A toughened rubber bumper shall be fitted to the plunger top to cushion the impact of steel buffer plates attached under the car and the counterweight. An oil gauge shall be provided to check the oil level.

d. Counterweight

The Elevator shall be suitably counter balanced for smooth and economical operation. Cast Iron/ Framed RCC/ PU or similar counter, as approved, weights shall be contained in a structural steel frame properly guided with suitable guide shoes (4 Nos).

Substantial expanded metal counter-weight screen guard shall be furnished and installed, as required by Lift Inspector.

e. Hoisting and Governor Ropes

Bright steel wire ropes with fiber cores suitable for elevator duty shall be used for hoisting ropes.

Not less than 3 independent suspension ropes shall be provided and designed to share load equally by means of adjustable shackle rods with equalizer springs at each end of hoisting ropes.

Each rope shall have adequate section to provide a minimum factor of safety of 4 based on the max. force on the rope.

Governor ropes shall be similar to hoisting ropes. Their ends shall be securely attached to the car and to the safety gear. The governor ropes shall be tensioned by a weight loaded device in the pit.

The contractor shall submit the technical details and source of supply of ropes to the Engineer-in-Charge as well as a certificate of performance of ropes from an approved test laboratory or Authority.

Compensation for travel shall be provided for all elevators having a travel of more than 30m.

f. Enclosure

The car enclosure shall be s.s. finished. The cabin floor, roof and walls shall be free of distortion and undue deflection as per IS 14665 – Part 4, Section 3.

g. Brakes

D.C. brakes will be spring-applied and electrically released. They shall be designed to provide smooth stops under variable loads.

h. Doors

Provision shall be made for vertical and horizontal fine adjustment of doors.

i. Door Operators

The door operators shall be VVVF inverter controlled heavy duty A. C. motor, allowing variable opening and closing speeds and full synchronization of car and landing doors.

j. Travelling Cables

The travelling cables shall be multi-core with high conductivity stranded conductors specifically designed for elevator duty. The cables shall be provided with retaining straps and individual cable clamps.

k. Emergency Lighting

A self-contained, non-maintained emergency light with a trickle- boost charger shall be provided.

l. Emergency Exit and Evacuation (Not Applicable)

An emergency exit shall be provided on car roof. A safety switch shall be provided to prevent the car travelling when the emergency exit is open.

An emergency key shall be provided on each landing to unlock the doors for evacuation and maintenance.

The doors shall be capable of being opened manually during power failure from inside the car when the car is within a landing zone.

m. Intercom

An Intercom system shall be provided between the car, main landing, machine room and Fire Console room linked to EPABX of Office Bldg.

n. Manual Cranking Facility

Manual cranking facility shall be provided in the machine room/agreed place to facilitate evacuation of passengers in case of power failure. The manual mode shall be in addition to automatic car failure operation, specified elsewhere.

o. Emergency Stop Switch

A stop switch in the machine room / top of car shall be provided for use by maintenance crew to cancel all car and landing calls for a particular elevator.

p. Maintenance Switch

On operation of the maintenance switch (located on top of the car) by the maintenance crew, the car shall travel at slow speed not exceeding 0.85 m / sec by continuous operation of a button.

q. Landing Door Interlocks

Electrical interlocks shall be provided to ensure that the car does not operate unless all doors are closed and unless the car reaches a landing zone.

r. Overload Indicator

An overload indicator with buzzer shall be provided in the cabin to indicate to the passengers that the car will not start as it is overloaded.

s. Other Features

All features specified in the Schedule shall be provided.

- (i) Full length handrails shall be provided on the side-wall panels.
- (ii) The door closing time shall be set for min. 5 seconds and the door closing speed shall not exceed 0.25 m/sec.

t. Operating Panels, Buttons and Switches

Main and secondary car operating panels, buttons and switches shall be located on the wall panels next to the car door and as specified in the Schedule of Elevators.

All buttons and switches shall be clearly legible with fade-proof text and figures, and shall be easily accessible,

u. ELECTRIC WIRING

Necessary insulated wiring to connect all parts of the equipment shall be furnished and installed. Insulated wiring shall be flame -retardant and moisture- resistant and shall be run in M.S. conduits. All cables shall be flame – retardant with copper conductors.

Trailing cables shall be PVC sheathed copper conductor multi-core ribbon type designed for elevator service. They shall be flexible and shall be suitably suspended to relieve strains on individual conductors. All copper conductors shall be of appropriate gauge copper to avoid excessive voltage drop. All wires, cables, conduits, metal boxes, fittings and earthing shall comply with statutory requirements and IS specifications. The body of non-current carrying metal parts like enclosures of motor, controller etc. shall be suitably earthed as per IS specifications.

The controller unit comprising of the main circuit breaker, adjustable overload and phase reversal and phase failure protection, all the circuit elements, transformer, rectifier for D.C. control supply, inverter power pack, terminal blocks etc. shall be enclosed in an insect vermin- proof, sheet- steel floor or wall- mounted cabinet with hinged doors at front or at both front and rear. Proper warning boards and danger plates shall be provided on both sides of the controller casing. Sheet steel used for controller cabinet shall not be less than 18 gauge and shall be properly braced, where necessary. Suitable gland- plate shall be provided for cable entry. The battery for the charger unit shall be suitably placed in the machine room/agreed place.

All sheet steel work shall be surface- treated and painted with two coats of synthetic enamel paint of suitable shade, both inside and outside, over two coats of zinc primer.

12. PAINTING

All exposed metal work furnished in these specifications, except as otherwise specified, shall be given one shop coat of anti-corrosive primer after approved surface treatment of metal surfaces and two coats of approved enamel paint of approved shade. Minimum DFT specified shall be met for each coat of paint. Painting shall be guaranteed to last for the guarantee period specified. All recommendations of the Paint Manufacturer shall be strictly complied with.

13. WORKS TESTS

The following tests shall be carried out at Works. The Engineer-in-Charge shall be given notice of the time and procedure of the tests before they are carried out and shall be given facilities for observing the tests at Works. Contractor may specify the tests he will be able to show in the factory.

- a. High voltage works tests of equipment, which is not already tested in accordance with appropriate IS codes.
- b. Buffer test.

14. TESTS ON COMPLETION

The following tests shall be carried out to the satisfaction of the Engineer-In-Charge.

- I. Insulation resistance and earth test for all electrical apparatus.
- II. Continuous operation of the elevator under full load conditions and simulated starts and stops (150 nos. per hour each) for one hour at the end of which time the service temperature of the motor and the operating coils shall be tested. This shall be as per I.S. specification.
- III. The car shall be loaded until the weight on the rope is twice the combined weight of the car and the specified load. The load must be carried on for about 30 minutes, without any sign of weakness, temporary set or permanent elongation of the suspension rope strands.

IV. The following items shall be tested:

- a. Levelling accuracy at each landing in conditions of fully loaded and empty car.
- b. No load current and voltage readings both on 'Up' and 'Down' Circuits.
- c. Full load current and voltage readings both on 'Up' and 'Down' Circuits.
- d. One and quarter load current and voltage readings both on 'Up and 'Down' Circuits.
- e. Stalling current and voltage and time taken to operate overload.
- f. Overload protection.
- g. Gate sequence relays, if provided and installed.
- h. Car and landing door interlocks.
- i. Collective control and priority sequences, if installed.
- j. Safety gear mechanism for car and counterweight with fully loaded car and also with only 68 kg load.
- k. Speeds on Up and Down travel with full load, half load and empty car.

- l. Door contacts.
- m. Final terminal stopping device.
- n. Normal terminal stopping device.
- o. Car and counterweight buffers with contract load and contract speed.
- p. Operation of controllers.
- q. Manual operation of elevator at mid-way travel.
- r. Emergency operation.
- s. Phase failure and Phase reversal test.
- t. Any other test necessary.
- u. Inspection test plan (as given below).

	Tests	Reference Documents	Sample Size	Scope of Inspection employer/contract or consultant/ Remark if Any		
A	Type Test					
	For Control Panel					
i	Temperature rise test	IS 13947, IEC 60947		W	R	
ii	Dielectric Properties	- do -		W	R	
iii	Short Circuit withstand capacity	- do -		W	R	
iv	Verification of IP protection	- do -		W	R	
	For Motor					
i	Type Test Certificate	IS 8789		W	R	
B	Routine Tests					
	For Control Panel					
i	Routine Test Certificates	As per relevant IEC	100%	W	R	
	For Motor			W	R	
i	Routine Test Certificates	As per relevant IEC	100%	W	R	
c	Site Tests					

i	Insulation resistance test and HV test	IS 14665	100%	W	R	
ii	Operation and Interlock sequence test on control circuit	- do -	100%	W	R	
iii	Earthing continuity tests	- do -	100%	W	R	
iv	Test to determine that the motor, brake, control equipment and door locking devices and limit switches function correctly.	- do -	100%	W	R	
v	Brake to be tested to check whether it can sustain a car at rest with 125% of rated load.	- do -	100%	W	R	
vi	Test to determine that the car raises and lowers at rated speed	- do -	100%	W	R	
vii	To test whether the lift car achieves the rated speed.	- do -	100%	W	R	
viii	To test whether the safety gear stops the lift car with rated load (Overspeed test)	- do -	100%	W	R	
	Note:					
	1) W = Witness, R = Review.					

v. Tests on completion shall also be performed to the satisfaction of Inspector of Lifts.

V. STATUTORY APPROVALS

All statutory approvals from commencement to commissioning of elevators including license for operation of the lifts shall be obtained by the Contractor from the Inspector of Lifts and other Authorities. However, the Employer will provide all necessary assistance for providing documents, drawings and certificates pertaining to other contractors, if required.

The Employer shall reimburse necessary statutory fees in connection with the approval of installation of elevators.

15. FEATURES REQUIRED FOR VVVF ELEVATORS

a. Group / Independent / Attendant Operation

It shall be possible to group specified cars in a group with dynamic disposition of cars as required by the traffic pattern. A smart car dispatching system with ring communication shall be provided for optimum passenger comfort and elevator performance under all traffic conditions. Any defective car shall be automatically eliminated from the group.

Each car shall be provided with a key switch for independent operation housed in a service cabinet. In this mode, the elevator shall respond only to car calls. Hall calls will not be registered.

It should be possible for an attendant to operate any car. Group indicator panels shall be provided in the Main Lobby at Ground Floor and in the machine room to indicate the working of all the lifts in the group (Not applicable).

b. Fireman's Switch

A fireman's toggle switch shall be provided in a break glass for the specified elevator at ground floor to enable firemen to bring the elevator non-stop to ground floor from any location and to cancel all calls until the car is operated on attendant control. The Fireman's switch shall bring other two lifts also to ground floor and will remain there with doors open.

c. Emergency Power Operation

In case of power failure, Automatic Rescue Devices shall bring the elevator safely to the nearest landing and open the doors till power supply is restored and then permit operation of one or more Elevators on emergency power. Standby genset power shall also be supplied to car lights, fan, alarm and intercom (The generator set will be installed by the Employer).

In addition to the standby genset power, a trickling battery shall be provided to supply power to emergency light fixtures, alarm and intercom.

d. Profile Generator

A profile generator or similar device shall be provided to use the car at an optimum speed level and to improve levelling accuracy.

e. Data Storage and Retrieval

Data from daily operations shall be stored in the control system and shall be retrievable.

Data shall include all particulars of calls, mode of operation, door open/close, acceleration / deceleration, stops, status etc. The contractor shall specify in his offer the full capability of his system in this regard.

It should be possible from such retrieved data to prepare an up-dated traffic analysis at any time.

f. Predictive Car Selection

Once a hall call is registered, a dynamic car algorithm shall transfer the call to an optimally selected car to provide the maximum traffic efficiency.

g. Anti - Nuisance

If the number of calls registered is in excess of corresponding car load, all car calls shall be cancelled.

h. Car call cancelling

Pressing a button twice shall cancel a car call.

i. Home Landing Facility

A car shall return to a pre-determined landing after the last call is answered.

j. Fire Alarm Home Landing (Through BMS)

The contractor shall provide only potential free contacts and communication ports for fire alarm home landing through BMS.

k. Load Nonstop.

When the carload exceeds a predetermined limit, the elevator shall not respond to hall calls.

l. Parking shut - off

When the parking switch is turned on, the car shall proceed to a pre-determined parking floor answering calls on the way. Lights and fans shall then be automatically turned off and a "PARK " sign shall be displayed.

m. Separate door times

When a car responds only to hall calls or only to car calls, the door shall open for a shorter time than when responding to both car and hall calls.

n. Door Safety

Multi-beam infrared / ultrasonic electronics curtains shall be provided to scan the doorway and reverse the door closing in case of any obstruction.

o. Door Failure Operation

When an obstruction prevents a door from opening, the controller shall attempt its removal by repeated opening and closing, failing which the car shall travel to the next floor.

p. Double Door Operation

If both up and down calls are registered at a hall which is the last registering hall in the direction of the car, the elevator shall travel to that hall and open / close the doors. After this, the car shall reverse its travel and shall open / close the doors again unless no car calls are registered at that floor.

q. Nudging Door Operation

When the doors remain open for more than a predetermined period, a buzzer shall sound and the door shall close automatically. The door sensing device shall be rendered inoperative but the Door Open button and the safety shoe shall remain operative

r. Self - Diagnostic Facility

The Controller shall perform self - diagnostic tests and report the health of the system.

The system shall take care of minor faults like door operation and motor overheating.

A universal service tool shall be provided in each machine room to assist technicians in quick pinpointing of mal-function.

s. Car Failure Operation

In case of car mal-function, the system shall make a self - diagnostic check and then allow the car to travel to the nearest floor at slow speed, if safe.

t. Selective floor Service

Programming for selective floors services shall be software driven.

u. **Manual Cranking and Slow speed Travel**

A manual cranking facility shall be provided.

Slow speed operation shall be possible from machine room and car top.

v. **Auto Fan Off**

In case no calls are registered for a pre-set time, the cabin fan shall be automatically switched off.

w. **Automatic Rescue Device**

In case of mains power failure and elevator control system failure, the elevator's own rechargeable and maintenance free battery power shall move the car to the nearest floor and the door shall open automatically for automatic rescue of passengers. A battery run-down indicator shall be provided.

16. CONNECTIVITY TO BUILDING MANAGEMENT SERVICES

The Contractor shall provide potential-free connectivity and communication ports for all elevators to Building Management System.

17. PERFORMANCE PARAMETERS

The following parameters shall be achieved in the installation:

* Levelling Accuracy	± 3 mm for 1.5 m/s speed
* Jerk level	0.9 – 1.5 m/s ³
* Noise level in car	58 dB
* Noise level at 1 M in machine room	60 dB
* Acceleration rate	0.6 – 1.0 m/s ² (adjustable)
* Max. Car vibration	20 mg.

18. SUBMITTALS WITH REQUEST TO SUBMIT THE PROPOSAL S

The following items are also required to be submitted in duplicate along with the PROPOSAL .

- I. Catalogues with offered items highlighted, motor HP etc.
- II. List of imported components
- III. Compliance Statement for guaranteed performance parameters given in Specification 20.0 above and "Schedule of Elevators" below.

19. MAINTENANCE DURING DEFECTS LIABILITY PERIOD

Comprehensive maintenance during Defects Liability Period inclusive of periodic servicing, prompt attention to Employer's complaint, prompt rectification of all malfunctions and equipment failures, replacement of defective equipment/ parts, replacement of light fittings, lubrication including lubricants, maintaining correct alignment and levelling of cars and ensuring smooth running, starts and stops etc. all complete to Employer's satisfaction shall be done.

SECTION V - 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) | ARCHITECTS | M/s Akash Chawat & Associates |
| l) | 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. |
| m) | 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. |
| n) | 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. |
| o) | WEEK | Week shall mean seven consecutive days including holidays in between. |
| p) | AWARD | Award shall mean the written acceptance of the bid by the Employer |
| q) | DAY | Day means a day of twenty-four hours from midnight to midnight irrespective of no. of hours worked in that day. |
| r) | WORKING DAY | Working Day means any day other than that prescribed by the Central 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. |

- s) 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.
- t) 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.
- u) 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.
- v) 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.

1.1 CONDITIONS PRECEDENT

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

- (i) The Successful Bidder shall be required to accept the LoI/ Work order within 07 days of its issuance.
- (ii) The Successful Bidder shall be required to furnish Performance Security (if any) of requisite value as stipulated in this Tender Document to the ICAI within 15 days from the date of award of contract.
- (iii) The Successful Bidder shall be required to execute the Agreement within 07 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:

- (i) 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.
- (ii) 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.
- (iii) The Architect shall have the financial standing and capacity to undertake the proposed Project in accordance with the terms of this Tender.
- (iv) In providing the Services, it shall not cause any disruption to ICAI's normal operations.
- (v) 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.
- (vi) The information furnished in the Tender documents and as updated is true and accurate in all respects and nothing is suppressed or mis-represented.
- (vii) 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.

- (viii) 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;
- (ix) 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;
- (x) 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.
- (xi) It and its personnel have the necessary experience, skill, knowledge and competence to perform the services, under the Tender document.
- (xii) 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.
- (xiii) 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 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: <https://www.icai.org> 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

- (i) Bidder must get acquainted with the proposed work and requirements, conditions of contract, services and other tender documents carefully before tendering. No request of any change in rates or conditions for want of information on any particular point shall be entertained after receipt of the 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.
- (ii) No extra charges consequent upon any misunderstanding or otherwise shall be allowed.
- (iii) 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 or with the production of series of talk shows for ICAI, 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.
- (iv) 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 production of series of talk shows for ICAI as envisaged in the tender.
- (v) Obtaining necessary NOCs/ approval/ sanctions from concerned statutory authorities shall be the duty of the successful bidder. No extra payment shall be made in these regards by ICAI.
- (vi) The 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.
- (vii) 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.
- (viii) Tender documents shall be filled in neat & legible writing, sealed & signed on each page. Over-writing must be

avoided. In case of overwriting, the same shall be signed by the bidder at each place.

- (ix) No queries shall be entertained by the ICAI or officials appointed by ICAI regarding the process of selection, and the ICAI's decision in this regard shall be final and binding.
- (x) The ICAI reserves the right to modify/ alter any of the conditions of the tender document by providing an Addendum/ Corrigendum.
- (xi) 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. Handing over of site and Date of Commencement of the work shall be started from date as per the decision of the branch.

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 **15** 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 30% of the Contract price as Advance & 30% at the time of receiving of materials at site. 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 30000/- (Rupees Thirty 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.
- 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, 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 honour 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 15 days of the receipt of the communication of the award of the contract from ICAI, the successful Tenderer shall have to furnish Performance Security (10% 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, defect 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 **LIST OF SPECIALISED AGENCIES**. 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.

1.26 RIGHT OF INSPECTION

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

1.27 MATERIALS TO BE ARRANGED BY THE CONTRACTOR

- i) The CONTRACTOR shall at his own cost and expense provide all materials required for the work.
- ii) All materials to be provided by the CONTRACTOR shall be brand new conforming to latest IS Codes and ISI marked wherever applicable and all materials and workmanship shall be as far as procurable of the respective kinds described in the specifications drawings and/or schedule of quantity(ies) and in accordance with the Architect's and/or ICAI's instructions and the CONTRACTOR shall, upon the request of the Architect or ICAI, furnish him with all invoices, accounts receipt and other vouchers to prove that the materials comply therewith.
- iii) Wherever applicable, the CONTRACTOR shall, at his own cost and expense supply to the ICAI through the Architect samples of materials proposed to be used in the works. The samples must be produced at least four weeks before they are to be incorporated in works. The ICAI shall within seven days of supply of samples or within such further period as 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 brought by the CONTRACTOR to site unless samples are approved.
- v) Cement Store as per standard design finalized and approved by Consultant/ Engineer in Charge to be made at site by Contractor at his own cost.

1.28 TESTING MATERIALS

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

1.29 REJECTION OF MATERIALS

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

1.30 CARE AND CUSTODY

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

1.31 SURPLUS MATERIALS

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

1.32 EXTRA HOURS OF WORKING

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

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

1.33 CONTRACTOR'S ALL RISK INSURANCE COVER

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

Value: The entire contract value (including the Contract Price plus 10% of the Contract for the period of completion of the Works which includes till the works are handed over to the 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 Civil Works will be as per IS 1200.
- iii) If any alterations or additions (other than those authorized) have been covered up by the Contractor without his having given notice of his intention to do so, the Architect shall be entitled to appraise the value thereof and in the event of any dispute the decision of the ICAI thereon shall be final and binding.
- iv) The measurement and valuation in respect of the contract shall be completed within one month of the completion of the contract works.

1.49 DELAY AND EXTENSION

- i) If the work is delayed beyond the stipulated time for reasons given below, then the Contractor shall immediately give a written notice thereof to the ICAI, but the CONTRACTOR shall nevertheless consistently use his endeavors to prevent delay and shall do all that may be reasonable or required to the satisfaction of the ICAI to proceed with the work. The ICAI, based on the recommendations of Architect, shall grant fair and reasonable extension of time for the completion of works in the following cases:
 - ii) By force majeure; as desired hereunder: -
The CONTRACTOR shall not be held in default in performance of his obligations if such performance is prevented or delayed due to any unforeseen causes beyond his control such as Act of God, action of Govt. in its sovereign capacity and its statutory bodies, Civil commotion, 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 Report should contain tentative site plan. Copies of the site drawings can be obtained from the institute on request.

1.52 DEFECTS LIABILITY PERIOD

- a) 1 a. Defects Liability Period shall be **twelve (12) calendar months or during the entire period of Guarantee/ Warrantee obligation, whichever is higher**, 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.
- b) 1 b. To facilitate prompt attention to the defects, the CONTRACTOR shall employ a team of tradesmen like Masons, Plasterers, Carpenters, Plumbers, Fitters and Labors covering all trades along with necessary materials and spares. A supervisor will also be available along with the maintenance team to take instructions from Architect/ICAI. The maintenance team will be available throughout the defect's liability period. The composition of the tradesmen will vary according to the nature of recurring defects noticed in the buildings. In case of default, the Architect/ICAI may employ any other person to rectify or make good such defects. All expense consequent thereon or incidental thereto shall be borne by the Contractor and shall be recoverable from him by the EMPLOYER and shall be deducted from RA bills or Retention Money or Performance Guarantee/ Retention Money.
- c) 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.
- d) 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. That is 30% as Advance at the time of agreement & 30% at the time of receiving of Materials at site (against submission of invoice), 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

The following percentage of contract rates for the various items included in the contract shall be payable against the stage of works shown herein:

- a) 30% Advance
- b) 30% after receiving of materials at site.
- c) Balance 40% will be paid after testing, commissioning trial run & handing over to the employer for beneficial use.

ICAI will remit payment to the Contractor within 30 days from the date of receipt of invoice subject to submitting all requisite documents along with invoice and verification thereof. The above will be subject to TDS as applicable under the Income Tax Act, 1961.

1.66 RUNNING ACCOUNT PAYMENTS

- i. The Contractor shall submit bills for the work done as per the provision given in Section –V – Appendix form of tender, Point no. 16.
- ii. 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.
- iii. The running account payments shall be cleared by the ICAI within 30 working days from the date of the receipt of Contractor's bill, if found in order.
- iv. 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.
- v. 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 12 months 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 wilful 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 "Guarantee/ Warrantee 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.

The Contractor shall be held responsible for the safety of the building for a period of ten years counted from the expiry of the Defects Liability Period, provided herein, and shall be wholly and exclusively liable for any latent or patent defect or deficiency manifesting itself in the building during such period of ten years and affecting or likely to affect the safety of the building. An undertaking/performance guarantee to this effect on non-judicial stamp paper of appropriate value (draft of which is attached hereto) shall be given by 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 30 days' notice and may inter alia further award contract to any other Contractor at the risk and cost of the defaulting Contractor. In such case, any higher price to be paid by ICAI to the newly appointed Contractor shall be recoverable from the defaulting Contractor.

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 VI
SPECIAL CONDITIONS OF CONTRACT

**SECTION V –
SPECIAL CONDITIONS OF CONTRACT
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SECTION V

SPECIAL CONDITIONS OF CONTRACT

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 ... days to the Architect, else such shall be deemed to be the Architect's Instructions within the scope of the Contract.
- iv) The CONTRACTOR should inspect and examine the site and it's surrounding thoroughly and should acquaint himself about the nature of ground, sub-soil conditions, topography of site, existing structure(s), availability of water, food stuff, labour and other facilities, before tendering for this work. No claims shall be entertained for his failure in this matter.
- v) Suitable areas at site as proposed by the CONTRACTOR and approved by the ARCHITECT/CONSULTANT will be given for site-offices, stores, stockyards and labour camps. All necessary temporary roads, culverts, structures, guards, fencing and enclosures etc. shall be erected and maintained by the CONTRACTOR at his own cost. The Dewatering of all accumulated water in all locations on work site from whatever source of cause until the virtual completion of the entire work shall be done at CONTRACTOR'S own cost. 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.
- vi) 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) INFORMATION TO BE SUPPLIED BY THE CONTRACTOR AT THE COMMENCEMENT OF THE

CONSTRUCTION

The Contractor shall submit the following information **within 15 days** of the date of issue of Letter of Intent/ Work Order of works:

- a) Operational method of the site, i.e., holidays, working hours
 - b) Temporary layout plan
 - c) Overall schedule of the Construction
 - d) Sub-CONTRACTOR's list
 - e) Security and management of the site
 - f) Submittal schedule of the Construction drawings/shop drawings
 - g) Time schedule of the necessary applications to the Authorities
 - h) Time schedule of the major inspection
- viii) 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. The CONTRACTOR shall bear all the Sales Tax, Royalty, Octroi, labour cess and other Taxes, charges etc., as applicable for such 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) Facilities such as power and water will be provided by the main contractor to other contractors on a payment basis, based on sub-meter readings. Sub-Meters to be installed by other contractors at their own cost. The client shall deduct overall consumption charges for both water and electricity from the main contractor only.
 - h) 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.
 - i) 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.
 - j) 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. Cement shall be stored in a waterproof separate go down with brick paved flooring provided with a single lockable door. The cement shall be received/ issued into/from the go down with the knowledge of ICAI/ ENGINEER-IN-CHARGE and a proper record for its daily receipt/issues shall be maintained.
 - k) 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.

- l) remain fully responsible for safety, soundness of workmanship and water tightness of the works wherever water proofing treatment are done and shall execute a Guarantee Bond on Stamp paper of a requisite value for any leakage/ seepage/ failure of water proofing systems for period of 10 years (Minimum).
- m) 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.
- n) 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.

ix) Coordination of Work:

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

x) Cutting and Repairing Openings:

- a) 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.
- b) 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.
- c) 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 before drilling or cutting any holes in existing concrete.
- d) It shall be the responsibility of the CONTRACTOR to ascertain that all chases and openings are properly located.

xi) 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.
- 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.

xii) Shop Drawings

The Contractor shall prepare detailed shop drawings and obtain necessary approval from the Engineer- in-Charge, before execution of items of work such as Aluminum Works, Stainless Steel Works etc.

xiii) As Built Drawings

The CONTRACTOR shall submit 2 sets of As Built Drawings and the digital copy for all trades of work to the ENGINEER-IN-CHARGE for his approval along with the Final Bill.

xiv) **Permissions and Licenses**

The CONTRACTOR shall be responsible for obtaining all due sanctions and the completion certificate of the building from the statutory authorities before or within one month of the virtual completion of the building. He will be provided with all requisite assistance by the ICAI and architect but will be reimbursed only for legal & valid receipts produced against the above sanctions. The ICAI will entertain no claims without official receipts.

2. ELECTRICITY AND WATER FOR CONSTRUCTION

The Contractor shall arrange temporary water and electricity connections at his own cost.

3. TAXES, DUTIES, AND INSURANCE

The Tenderer shall include all Government taxes, duties, cess, charges such as VAT/WCT, Sales tax, Service Tax, Labor cess, GST etc. in the bid price. All expenses towards insurance costs to be included in the bid price.

4. 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 30% at the time of agreement & 30% at the time of receiving of Material at site (submission of invoice) for materials. which are non-perishable, non-fragile and non-combustible and 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. Secured Advance may be released without delivery of material but Bank Guarantee of 110% value to be submitted by the bidder.

Materials against which advance is paid shall not be removed from site. Undertaking should be given by CONTRACTOR to Employer, 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/Bill for Secured Advance shall not be entertained.

5. ACCESS TO SITE AND ENVIRONMENT

The Contractor shall acquaint himself with the proposed site of work, conditions at worksite, its sub- soil strata, underground water table and its approach roads to the site of work, plot boundaries and other site environment before filing quotations.

6. 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 skilled unskilled labours to be provided.

7. RATES

Rates quoted in the BOQ shall be inclusive of all taxes, leads, lifts, handling costs, transportation, local or outstation, 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.

8. SECURITY

The Contractor shall make his own security arrangements for protection of installation material and equipment.

9. COMPLIANCE TO GOVERNMENT REGULATIONS AND BUILDING BYE LAWS

- i) The work shall be carried out in the manner complying in all respects with requirements of relevant Byelaws of the local body under the jurisdiction of which the work is to be executed or as directed by Project Engineer/ ICAI and nothing extra shall be payable on this account.
- ii) The work of water supply, internal sanitary installations and drainage work etc. shall be carried out as per local Municipal Corporation or such local body byelaws and the contractor shall produce necessary completion certifications, wherever required, from such authorities after completion of work.
- iii) Water tanks, taps, pipes, fittings and accessories shall conform to byelaws and specifications of the Municipal body/Corporation. The contractor should engage licensed plumbers for the work and get the materials (fixtures and fittings) tested by the Municipal- Authorities, wherever required, at his own cost and nothing extra shall be

payable.

- iv) The contractor shall comply with proper and legal orders and directions of the local or public authority or municipality and abide by their rules and regulations and pay all fees and charges which may be liable.
- v) The contractor shall give due notices to Municipal, Police and / or other authorities that may be required under the law /rules under force in the area and obtain all requisite licenses for temporary obstructions/enclosures and pay all charges which may be leviable on account of his execution of work under the agreement. Nothing extra shall be payable on this account.
- vi) The contractor shall comply with bye laws of Fire Fighting Department, wherever required, & obtain a certificate of completion from them. No extra claim shall be admissible on this account.

10. 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.

11. SAFETY NORMS

Safety norm to be follow up all work at all height including safety nets, safety shoes, safety belts etc. without any extra cost to the client.

12. ADDITIONAL CONDITIONS

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

ii) 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.

iii) COMPLETION OF INSTALLATION

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. This certificate shall be in the prescribed form as required by the local authority.

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

iv) BALANCING AND TESTING

Balancing of all systems and all tests as called for shall be carried out by the contractor through a specialist group, in accordance with the Specifications and applicable Guidelines / Standards. The installation 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.

v) COMPLETION DRAWINGS

The contractor shall periodically submit completion drawings as and when work in all respects is completed in a particular area. These drawings shall be submitted in the form of two sets of CD's and four portfolios (300 x 450 mm)

each containing a complete set of drawings on approved scale indicating the work as - installed. These drawings shall clearly indicate complete plant room layouts, piping layouts, location of wiring and sequencing of automatic controls, location of all concealed piping, valves, controls, wiring and other services. Each portfolio shall also contain consolidated control diagrams and technical literature on all controls. The contractor shall keep f one set of these consolidated control diagrams in a glass frame, in the plant room.

vi) 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 four (4) complete bound sets of typewritten operating instructions and maintenance manuals; one each for retention by Consultant and ICAI's site representative and two 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.

vii) 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 fifteen (15) 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.

13. GUARANTEE/ WARRANTY

The Contractor shall provide the guarantee / Warranty of all the equipment's as per specifications. All equipment's shall be standard guarantee / Warranty as per manufacturer policy. The installation shall be covered by the conditions that whole installation or any part thereof found defective within guarantee / Warranty from the date of taking over shall be replaced or repaired by the contractor free of charge as decided by the ICAI.

- 14.** If any damage takes place to the structure of the shaft/building during work, same will be repaired by the Bidder.
- 15.** It is the responsibility of the Tenderer to arrange for inspection for the issue of lift License required for the use of passengers before putting the lift into service & handed over for use to ICAI.
- 16.** Insulation and other tests applicable to the electric Lift shall be done as per relevant IS standards in presence of ICAI officials and accordingly make available relevant certificates.
- 17.** The design, material, construction, manufacture, inspection, testing and performance of induction motors shall comply with all currently applicable status, regulations and safety codes in the locality where the equipment will be installed. The equipment shall also conform to the relevant Indian standard or equivalent BSS or latest applicable standards.
- 18.** During working at site, some restrictions may be imposed by Engineer-in Charge/Security staff or Officials of ICAI or Local Authorities regarding safety and security etc., the contractor shall be bound to follow all such restrictions/instruction & nothing extra shall be payable on this account.

SECTION - VII

TENDER FORM & APPENDIX TO TENDER FORM

SECTION VI -TENDER FORM & APPENDIX TO TENDER FORM

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SECTION - VI**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 for
.....

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, 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) I/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 imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or contract nor have had any contract terminated for breach on our part.
- 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

SI No.	Clause No.	Brief Description of Clause
1.	Name of Work	SUPPLY, INSTALLATION, TESTING, COMMISSIONING & MAINTENANCE OF PAS-SENGER LIFT AT ICAI BHAWAN, NEAR CA CIRCLE, SECTOR NO 8, PATEL NAGAR, BHILWARA 311001(RAJASTHAN)
2.	Cost of Tender Document	Rs1000/- + (18% GST) (Non-refundable) + 200/- (in case requested by post) exclusive of GST.
3.	Earnest Money Deposit	In the form of Demand Draft/ Bank Guarantee for an Amount of Rs.30000.- in favor of the Secretary, The Institute of Chartered Accountants of India, payable at New Delhi.
4.	Validity of the BID	90 days from the last date of submission of Bids.
5.	Commencement of work	Within 15 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.	2 Months
7.	Signing of Contract Agreement	Within 7 days of issue of Letter of Intent/ Work Order
8.	Performance Security	10 % 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 (10%) shall be refunded after completion of Defect Liability Period Plus ninety days
10.	Mobilization Advance	30% Advance After the agreement 30% after receiving materials at site and delivery of pas-senger lift at site in good conditions of prorata ba-sis. balance of 40% will be paid after testing, commis-sioning trail run & handing over to the department for beneficial use
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	➤ Contractor's All Risk Insurance Policy to inter alia cover the following: <ul style="list-style-type: none"> • Contract Price plus 10% for the period of completion of the works + defect liability period. • Civil commotion, riots, war, earth quake, terrorist attack and other disturbances. • All Plant and machinery owned by the Contractor for the project. • Damage insurance against loss or damage by fire or any other disaster to the works during installation until its completion. ➤ Workmen Compensation Policy to be taken by contractor. ➤ Third Party Insurance Policy Any other insurance policy not referred above but mandatory to indemnify ICAI against all types of losses.
14.	Secured Advance on Non- perishable Material	30% Advance After the agreement 30% after receiving materials at site and delivery of pas-senger lift at site in good conditions of prorata ba-sis.
15.	Running Account Bills	As per agreement

16.	Payment of Running Account Bills	Within 30 days from the date of submission of bill, if found in order All bills along with measurements to be checked by PMC/ Architect. However, if the ICAI feels, they may get it cross- checked.
17.	Final Bill	Contractor to submit the final bill within 60 days of issue of virtual completion certificate. PMC / Architect to certify in next 30 days. ICAI to release payment in next 15 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 - VIII
EVALUATION FORMATS

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**SECTION VII –
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

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
20...-20....			
20...-20....			
20...-20....			
20...-20...			
20...-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):	
Dated:		Executive Engineer Or Equivalent with stamp

Yours faithfully,

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

Date :

Place:

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

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

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

Date :

Place:

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DECLARATION – I**Declaration of Integrity and No Conflict of Interest**

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

For an on behalf of

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

Date:

Place:

Declaration by the Bidder regarding Qualifications

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

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

Date:
Place:

(Signature of bidder)
Name
Designation
Address

Declaration by Bidder regarding not being Blacklisted

(On Original Letter Head of the Bidder)

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

Dear Sirs,

Sub: Tender for”

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 lastyears.
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.

Place:

Date:

(Signature of Authorized Person)

Name :

Designation:

Office Seal: Business Address:

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 BHILWARA 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)

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

Bank Guarantee No.....

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 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. Notwithstanding 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'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 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 of202...

For and on behalf of the Bank

.....
Signature

.....
Date

.....
Name

.....
Designation

APPENDIX – 3

BANK GUARANTEE FOR PERFORMANCE

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

Bank Guarantee No.....

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:

13. 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.
14. We, the Bank do hereby guarantee and undertake to immediately pay the ICAI, on demand without proof and condition any or all monies payable by the Contractor to the extent of Rs /- (Rupees only) at any time upto..... (date) without demur, reservations, contest, recourse or protest and or without any reference to Contractor, in case the Contractor fails to perform the said Contract as aforesaid. Any such demand made by the ICAI on the Bank shall be conclusive and binding notwithstanding any difference or dispute between the ICAI and the Contractor pending before any Court, Tribunal, Arbitrator or any other authority.

15. Notwithstanding 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.
16. 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.
17. 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.
18. 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.
19. The guarantee shall not be discharged due to the change in the constitution of the Bank or the Contractor or the Beneficiary.
20. 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.
21. 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.
22. 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.
23. 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.

24. 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 of202...

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 Installation of stack parking Works for ICAI's proposed building on (hereinafter referred to as 'Building').

We, the Contractor, hereby guarantee that the Installation of stack parking Works we, the Contractor, 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 during the (....) **YEARS** of guarantee period as stated above and we are unable/decline or neglect to remedy the said defect (s) within **ONE (1) MONTH** or such extended period as may be decided by the Consultant, the employer 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.

THE INSTITUTE OF CHARTERED ACCOUNTANTS OF INDIA (ICAI)
TENDER FOR SUPPLY, INSTALLATION, TESTING, COMMISSIONING &
MAINTENANCE OF 10 PASSENGER MRL OF Gearless LIFT

PART – II (Financial Bid)

Name of Tenderer :

Address :

SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF 10 PASSENGER MRL Or
Gearless LIFT

**ICAI Bhawan, BHILWARA BRANCH OF CIRC OF ICAI, NEAR RK CIRCLE, SECTOR
NO. 8, BHILWARA, RAJASTHAN – 311001**

BILL OF QUANTITIES FOR 10 PASSENGER LIFTS – 1 Nos.

S. No	Description	Unit	Qty.	Rate	Amount
1.	<p>Supply, Installation, testing and commissioning of 10 Passenger 680 Kgs Gearless Machine Room less, Elevator having contract speed of 1.0 MPS serving different floors in the lift shaft, obtaining necessary approvals licence from statutory Authorities including cost of minor civil work such as dismantling, repairing and finishing works and including MS works, if any required.</p> <p>Rated Load: 680 Kg (10 persons) Rated Speed: 1.0m/s Power Supply: 3 phase, 415V, 50 cycles Number of Stops: 5 Stops (G+4) Car doors & entrance protection door: Centre Opening Operation: Microprocessor based VVVF.etc.</p> <p>Makes: (i) Johnson Lifts, (ii) Kone Elevators, (iii) OTIS Elevators, (iv) Schindler Elevators, (v) Thyssenkrupp (vi) Omega Elevators</p>	Each	1		
2.	<p>Wiring for light point/ fan point/ exhaust fan point/ call bell point with 1.5 sq.mm FRLS PVC insulated copper conductor single core cable in surface / recessed medium class PVC conduit, with modular switch, modular plate, suitable GI box and earthing the point with 1.5 sq.mm FRLS PVC insulated copper conductor single core cable etc. Group C</p>	Each	5		

3.	Wiring for circuit/ submain wiring along with earth wire with the following sizes of FRLS PVC insulated copper conductor, single core cable in surface/ recessed medium class PVC conduit 4 X 10 sq. mm + 2 X 6 sq. mm earth wire	Meter	25;		
4	Comprehensive Annual Maintenance Contract Charges (after D.L.P) valid for 3 Yearsafter the specified Defects Liability Period				
5	GST				
TOTAL					
(Rupees _____)					

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

Signature, Name & Stamp of Contractor