



THE INSTITUTE OF CHARTERED ACCOUNTANTS OF INDIA

TENDER FOR

**APPOINTMENT OF CONTRACTOR FOR RENOVATION, CIVIL WORKS, INTERIOR AND FURNISHING
WORKS at ICAI BHAWAN, SANGRUR.**

TECHNICAL BID

Issued on Dated – 16 /12/2025

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PROJECT INFORMATION

Project Name: RENOVATION/CIVIL, INTERIOR & FURNISHING WORKS AT ICAI BHAWAN,
SANGRUR

Employer: Sangrur Branch of NIRC of ICAI, Sangrur

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

Branch of -NIRC: SANGRUR

Type of Tender: Open Tender

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

Location of Site: SANGRUR

Existing Conditions: As per site

Terrain: As per site

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NOTICE



THE INSTITUTE OF CHARTERED ACCOUNTANTS OF INDIA

(Set up by an Act of Parliament)

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

Branch Office: SANGRUR

NOTICE INVITING TENDER

ICAI invites sealed bids in two bid system (Technical bid and Price bid in two separate covers) from eligible, experienced and reputed contractor for **RENOVATION/CIVIL, INTERIOR & FURNISHING WORKS for Sangrur Branch of NIRC of ICAI at ICAI Bhawan, - Sangrur.**

Work described in the Tender document in detailed is available at ICAI website www.icaai.org, www.nirc.icaai.org & www.sangrur-icaai.org **The last date of submission of duly filled in Bids is 29/12/2025 up to 05:00 PM.**

Secretary, ICAI

SECTION I
INVITATION TO BID

SECTION I-INVITATION TO BID

The Institute of Chartered Accountants of India (ICAI) invites sealed bids in two bid system (Technical Bid and Price Bid in two separate covers) from eligible, experienced and reputed Contractor in respect of Comprehensive renovation/civil, Interior and furnishing work in respect of civil and allied work.

Work described in the Tender in detailed is available at ICAI website www.icai.org, www.nirc.icai.org & www.sangrur-icai.org, The last date of submission of duly filled in Bids is 29/12/2025 up to 5:00 PM.

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

A pre-bid meeting will be held on 22nd DEC., 2025 at 11 AM at **ICAI Bhawan Sangrur, Captain Karam Singh Nagar, Sunam Road, Sangrur 148001** by physical or virtual mode decided by **SANGRUR Branch**.

S. No.	Name of work	Proposed Area of Renovation (in sq.ft.)	Earnest Money Deposit (Rs.)	Time of Completion inclusive of rainy periods and holidays (days)
1.	Comprehensive renovation/ civil, interior and furnishing work in respect of civil and allied work	4000 sqft Approx.	50,000/- (FIFTY THOUSAND ONLY)	30 Days

Bidders registered under the MSME Act are exempt from EMD and Tender Fees, provided that they submit their MSME certificate along with the required documents as per the circular.

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

RELEVANT INFORMATION AT A GLANCE

A. Name of work:	Comprehensive renovation/civil, Interior & Furnishing in respect of civil and allied work.
B. Cost of Tender Documents:	Non-refundable Rs 1,000- (Rupees One thousand only)plus GST @ 18% in form of Demand Draft /Pay order issued by Public sector/ scheduled commercial bank drawn in favor of "The Secretary, The Institute of Chartered Accountants of India' New Delhi".
C. EARNEST MONEY DEPOSIT (EMD):	Interest free and refundable Earnest money deposit for Rs. 50,000/- (Rupees Fifty Thousand Only) shall be furnished along with the tender in the form of DD/ Pay Order issued by a Public Sector/ scheduled commercial bank drawn in favour of "The Secretary, The Institute of Chartered Accountants of India", New Delhi. EMD should not be predated to date of publication of tender.
C. Availability of Blank Tender document:	Blank tender document shall be available from 16th Dec, 2025 to 29th Dec.,2025 10:00 Hrs. to 05:00 Hrs. at the website of ICAI i.e. www.icai.org , www.nirc.icai.org & www.sangrur-icai.org .
E. Pre-Bid Meeting will be held on	22nd Dec.,2025 at 11 AM at ICAI Bhawan Sangrur, Captain Karam Singh Nagar, Sunam Road, Sangrur 148001.
F. Last Date & time of receipt of Tender:	Bidders may send the bids at the address given below either by courier/speed post or may drop in the designated tender Box so as to reach on or before 29th Dec.,2025 UP to 05:00 Hrs.
G. Place of submission of tender:	ICAI Bhawan Sangrur, Captain Karam Singh Nagar, Sunam Road, Sangrur 148001.
H. Date, time and place of opening of Envelope No.1 Technical Bid:	The Technical bids shall be opened on 30th Dec.,2025 at 11AM or on any other date & time through hybrid mode 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, the bid shall be opened on the next working day at the specified time at ICAI Bhawan Sangrur, Captain Karam Singh Nagar, Sunam Road, Sangrur 148001.
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, the bid shall be opened on the next working day at the specified time and location.
J. Bid validity period:	The offer of the Bidder shall remain valid for a period of minimum 90 days from the last date of submission of bids which may be further extended by ICAI. The Bid security accompanying the bid shall be valid for 30 days beyond the bid validity period.

K. Performance Security Deposit:	The successful bidder shall be required to furnish to ICAI within 10 days of award of contract, a Performance Security for an amount equivalent to 5% of the contract amount in the form of a bank guarantee issued by a Public sector/ scheduled commercial bank drawn in favour of "The Secretary, The Institute of Chartered Accountant of India" New Delhi (valid up to completion of Defect Liability Period plus ninety (90) days thereafter). No interest shall be payable by ICAI on this amount.
L. Retention Money:	10% of Contract Value, shall be released after completion of "Defect Liability Period (145 days)" plus 90 days. No interest shall be payable by ICAI on this amount.

Note: -

- ICAI reserves rights to reject any tender/ bid at any stage and/or time fully or partly for whole process and/or for particular bidder and also reserves all rights at any time to add, alter, modify, change, edit & delete any 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 bidders.
- Canvassing in any form in connection with the tender is strictly prohibited and the bid 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 contractor is in process.
- During the process of Technical Evaluation of bids and in any case prior to the opening of Financial Bid, ICAI reserves the right to verify the particulars furnished by the bidder, independently.
- In no case, the request of bidders for change or modification in any terms and conditions related to payment shall be entertained.
- ICAI reserves the right to modify any condition of Tender documents at any time. ICAI can also issue corrigendum/addendum to this tender by notifying the same at **www.icai.org**, www.nirc.icai.org & www.sangrur-icai.org.
- ICAI reserves the right to award contract in full or in part to one or more bidders/ contractor without assigning any reason, whatsoever. ICAI also reserves the right not to accept the lowest bid.
- Bidder should have valid GST registration number and meet all legal requirements.
- The Successful Bidder shall NOT sub-contract or assign the work or coordinate with any other party/ sister concern, subsidiary, holding etc. without prior written consent of ICAI.
- Bids without accompanying the prescribed EMD shall be summarily rejected.
- 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.
- Tender bearing any condition will be summarily rejected.
- ICAI may, for any reason whether at its own initiative or in response to the clarification requested by the prospective Bidder, issue amendment in the form of addendum during the Bidding period and subsequent

to receiving the bids. Any addendum or corrigendum thus issued shall become part of bidding document and Bidder shall submit 'original' addendum/ corrigendum duly signed and stamped in token of his acceptance. ICAI can also issue corrigendum to this Unconditional Tender by notifying the same at www.icaai.org, **www.icaai.org**, www.nirc.icaai.org & www.sangrur-icaai.org.

SECTION - II

INSTRUCTIONS TO BIDDERS

SECTION - II

GENERAL INSTRUCTIONS TO BIDDERS

1. GENERAL INSTRUCTIONS

- 1.1** The Invitation to Bid shall form an integral part of the Contract.
- 1.2** The Bidders shall check the number of pages of all the documents and if they find anything missing or unclear, they must notify ICAI at once for clarification. No liability for errors in the 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 Bidders 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 Bidders 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 Bidding, in the pre-bid meeting, the Bidders shall satisfy himself fully regarding the nature of the work and get required clarifications from the ICAI. No plea with respect to want of information or clarification on any particular point shall be entertained after the bid has been received.
- 1.5** Each page of the tender document is required to be duly signed, stamped and dated by the bidder or its authorized representative under whose signature bid is being submitted.
- (i) If the bid 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 bid has to be signed on behalf of a company incorporated under the Companies Act, 1956 or Companies Act, 2013 it shall be signed by the Managing Director or one of the Directors duly authorized in this behalf, by resolution of Board of Directors of the Company. A copy of the Memorandum and Articles of Association of the company besides the Board resolution should also be submitted along with the bid.
- 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 bid, the bidder shall indicate the name(s) of the authorized representative who would be responsible and authorized to discuss, negotiate and provide clarification and receive instruction from the Architect/ ICAI during and the post-bid stage.
- 1.8** All parts of Tender documents including drawings, formats, addendums etc., should be submitted duly signed and stamped.
- 1.9** The Bidders 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 Bidders with his dated initials as many times as the corrections occur.
 - (iii) Any bid 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** Bidders should not make any alteration in the Tender document including Instructions to Bidders, the Conditions of Contract, the Drawings, Specifications and Quantities. If at any stage, it is found that alterations (s) are made, the bid shall be liable to be rejected and EMD shall be forfeited.

- 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 bid and / or regarding items of works which Bidder considers shall be included to complete the work in all respect.
- 1.12** The date of start of work shall be assumed as 10 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 bid. 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 bid, the rate for that particular item will be treated as zero and contractor shall be liable to execute that item at zero rate, for a quantity limited up to the quantity given in the tender.
- 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 Bidders 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 Bidders 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 Bidders shall provide in the Bid for the cost of carriage freight and other charges and also for any special difficulties for proper execution of work, before quoting his rates.
- 1.21** The validity of the bid shall be for a period of 90 (ninety) days from the last date for submission of bids.
- 1.22** The successful Bidders 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 (10) 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-contract to a third party without the prior written approval of the ICAI/ Architect/ PMC. Sub-contracting of works, if any, will mainly be restricted to specific items like Waterproofing, Anti-termite treatment etc. as mutually decided between the ICAI/ Architect and the Contractor.
- 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 subcontract 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 Bidders, 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 bid 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 bid shall be exclusively borne by the Bidders only.
- 1.30** The Bidders 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 Bidders are not authorized or permitted to copy or otherwise reproduce the document in any way or convey to any third party, any information contained in the tender documents or drawings. The Bidders 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 Bidders. This assessment is necessary for qualifying for the technical bid.
- 1.34** Architect/ICAI reserves its right to inspect the sites any time as per its discretion and the CONTRACTOR shall not object to such inspection.

2. ELIGIBILITY CRITERIA:

2.1 Contractors who fulfil the following conditions shall be eligible to apply.

Bid from Joint Ventures (JV) entities are not accepted.

The proposed Value of the Project work is –24.50 Lakhs

Experience of having successfully completed works during the last 5 years ending 31st March 2025.

- i) The Bidder should have executed one similar work having value of at least equal to proposed Value, OR Two Similar works having value of at least 80% to proposed value, OR Three Similar works having value of at least 60% to proposed value completed during last 05 years.
- ii) At least one Completed work of similar nature costing not less than the amount equal to 25 % of the estimated cost put to tender with any Central Government Department, State Government Department, Autonomous Body, Central Public Sector undertaking, State Public Sector undertaking, Govt. Bank, Govt. Insurance Company, Govt. Educational Institution, Govt. College, Govt. University etc.
- iii) **Similar works means "Execution of RENOVATION/CIVIL, INTERIOR & FURNISHING WORKS".**
- iv) Turnover: Average annual financial turnover per year on construction/Renovation works should be at least 20 Lakhs. during the immediate last 3 consecutive financial years.
- v) Profit/loss: The Bidders should not have incurred any loss for more than two years during the immediate last five consecutive financial years. The same has to be duly certified by a Chartered Accountant.
- vi) Solvency Certificate: Solvency certificate from bankers for an amount which is more than or equal to 40% of the estimated cost of the work.
- vii) The bidding capacity of the CONTRACTOR should be more than or equal to the estimated cost of the work put to tender. The bidding capacity shall be worked out by the following formula:

Bidding Capacity = $[A \times N \times 2] - B$

Where,

A = Maximum value of construction works executed in any one year during the last five years taking into account the completed as well as works in progress.

N = Number of years prescribed for completion of work for which bids has been invited.

B = Value of existing commitments and ongoing works to be completed during the period of completion of work for which bids have been invited.

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

1. Copy of Income Tax Returns for three previous years up to 31-03-2025 in original or certified true copies,
2. Copy of Permanent Account Number (PAN) for income tax purpose.
3. Copy of TDS certificate issued by the clients to substantiate the claim for the value of works executed in the private sector. (if any)
4. Preferably Certificate as a registered Contractor with the, MES/CPWD/any other central/state government agency, if any.
5. Documentary evidence of having independent PF Code number from Regional Provident Fund Commissioner.
6. GST Registration certificate.
7. Certificate of incorporation of the firm (Company Act/ Partnership etc.)
8. Power of attorney in favor of partner submitting the tender, in case of partnership firm
9. Resolution of Board of Directors of the Company, signed by MD/ Director/ Key Managerial Person/ Officer of the company).
10. The Applicant shall have registered office or one of its offices or agree to set-up on of its offices Sangrur or situated within range of 60 km from site with adequate number of supporting staff.
11. Even though the Bidders meets the specified criteria, he may be disqualified if he has:
 - a. Made untrue or false declaration in the forms, statements and attachments submitted in proof of its eligibility.
 - b. Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, poor workmanship or financial failure, etc.
 - c. If the Bidders is overbooked beyond his capacity to execute the work as per required schedules.

3. EARNEST MONEY:

- a. Interest free, refundable Earnest money Deposit of Rs.50,000/- (Rupees Fifty Thousand Only) shall be submitted along with the tender in the form of Demand Draft/ Pay Order issued by Public sector/ scheduled commercial bank, drawn in favour of "The Secretary, The Institute of Chartered Accountants of India, New Delhi", to be placed in Envelope No. 1 (Technical Bid) only. EMD through FDR is not permitted.
- b. The cost of Tender form and payment of Earnest Money Deposit is exempted for the Applicants with Udyam registration (MSE) / National Small Industries Corporation Ltd (NSIC) registration, with specific exemptions permitted by NSIC. Necessary proof shall be submitted along with the tender in the Technical bid. The EMD should not be of any date prior to the date of publication of notice inviting tender.
- c. If not exempted otherwise under this Tender, the EMD is required to be submitted by all the bidders. Any bid not accompanied by an Earnest Money (Bid Security) or valid exemption certificate, as the applicable, shall be rejected by ICAI as non – responsive.

4. TENDERING PROCEDURE: -

4.1 AVAILABILITY OF TENDER FORMS:

The Tender form may be downloaded from the ICAI website: **www.icaai.org**, www.nirc.icaai.org & www.sangrur-icaai.org.

4.2 PRE-BID MEETING:

1. The prospective Bidders or their representatives are advised to attend pre bid meeting on **22nd Dec., 2025 at 11 AM at ICAI Bhawan Sangrur, Captain Karam Singh Nagar, Sunam Road, Sangrur 148001.**
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 prospective Bidders are requested to submit questions/queries in writing or through email to reach ICAI not later than **21st Dec., 2025 up to 05.00 PM.** Email Id for this communication is, **sangrur@icai.org.**
3. The reply to the queries/ questions of Bidders 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 Bidders.
4. The bid submitted by Bidders shall be based on the addendum/corrigendum (if any) by the ICAI and the bid shall be un-conditional. Conditional bids shall be summarily rejected.

4.3 MANNER OF SUBMISSION OF BID AND ITS ATTACHMENTS:

The Bid should be Addressed to: Secretary ICAI and should be submitted at the address given below either by courier/speed post or be dropped in the tender box, placed at **ICAI Bhawan Sangrur, Captain Karam Singh Nagar, Sunam Road, Sangrur 148001.**

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

4.3.1 ENVELOPE NO.1 (TECHNICAL BID):

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

1. Earnest Money Deposit (Bid security)
2. Tender fee,
3. Certificate of incorporation of the Company/firm
4. Income Tax Return with Financial Statements of Last 3 years till FY 2024-2025
5. PAN and Registration certificate of GST
6. Certificate as a registered Contractor with the MES/CPWD/any other central/state government agency, if any.
7. Resolution of Board of Directors of the Company, if bid is signed by MD/ Director/ Key Managerial Person/ Officer of the company).
8. Power of attorney as applicable
9. Form A Financial Information with supporting document.
10. Form B Form of Bankers Certificate from a Scheduled Bank.
11. Form C Details of all works of similar Class completed during the last five years ending last day of the month.
12. Form D Project under execution or awarded.
13. Form E Performance Report of work referred to in Forms C and D
14. Form F Structure & Organization
15. Form G Details of Technical & Administrative Personnel to be Employed for the work.
16. Form H Details of construction plant and equipment likely to be used in carrying out the work.
17. Form I Details of Statement of Arbitration & Disputes.
18. Certificate of Profit or loss for the last five years duly issued by a Chartered Accountant in practice.
19. Tender Form along with Appendix duly signed and sealed, on the letter head of Bidder.
20. Original bidding document including drawings, corrigendum/ addendum and all other documents duly signed, stamp & sealed.
21. Other relevant documents

4.4 ENVELOPE NO.2 (PRICE BID):

The second envelope must be clearly marked as 'Envelope No. 2 (Price Bid).

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

4.5 SUBMISSION OF BIDS:

The 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 Comprehensive renovation/civil, Interior & Furnishing for civil and allied works of SANGRUR Branch of ICAI"**.

1. The full name and address of the bidder/ name of the authorized person delivering the sealed cover containing the bid 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 designated for this purpose. The date and time of receipt of an envelope containing bid shall strictly apply in all cases. The bidder should ensure that their bid is received by ICAI before the expiry of last date and time for submission of bids/ tenders.
2. No delays on account of any cause will be entertained for the late receipt of bid. Bids 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 Bidder unopened. The bids shall not be **accepted through Fax or Email**.

4.6 OPENING OF TENDERS:

The tender committee shall evaluate the qualifying requirements of each Bidder 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 Bidder without opening. The bids shall be opened on the specified date, the following procedure will be adopted for opening of the bid.

4.6.1 ENVELOPE NO.1 (TECHNICAL BID):

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

During evaluation, ICAI may request Bidder for any clarification on the bid or may call for any additional documents. Bidder shall submit all additional documents in one original and one copy thereof. However, seeking clarification shall be on sole discretion of ICAI. Techno-commercial discussions with Bidder shall be arranged, if needed. Bidder shall depute his authorized representative(s) for attending the discussion. The representative(s) attending the discussions shall produce authorization from his organization to attend the discussions and sign the minutes of meeting on behalf of his organization. The authorized representatives must be competent and empowered to settle all technical and commercial issues.

If the documents contained in this envelope do not meet the requirements of the ICAI, a note will be recorded accordingly by the tender opening authority and the said Bidder'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 Bidders whose credentials meet qualifying requirement as per Invitation to Bid and are acceptable to ICAI.

4.6.2 ENVELOPE NO. 2 (PRICE BID):

- i. Price bids of only those Bidders, whose technical capability is found acceptable / satisfactory and suitable for this work based on the details submitted in Envelope No. 1, will be opened.
- ii. To assist in the examination, evaluation and comparison of bids, ICAI may ask the Bidder individually for clarifications on their bids including breakdown of unit rates. The request for the clarification and response shall be in writing 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:
 - a) Where there is discrepancy between the unit rates and amounts in figures and in words, the rate and amount in words shall prevail and;
 - b) Where there is discrepancy between the unit rate and total amount derived from multiplication of the unit rate and the quantity, the unit rate as quoted shall govern.
- iv. The successful Bidder 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 or any modification of the said laws thereof, before starting the work. On failure to do so, the acceptance of the bid is liable to be withdrawn and forfeiture of earnest money.
- v. The Bidder whose bid 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 subsequent 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 Bidder will have to sign the Agreement on non-judicial stamp paper of requisite value within 15 days of such communication from ICAI. The Bidder will have to sign the original copy of Bidder 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.

5. PERFORMANCE SECURITY DEPOSIT

1. Within 10 days of the receipt of the communication of the award of the contract from ICAI, the successful Bidder shall have to furnish Performance Security of value equivalent to 5 % of the contract amount, (to be submitted before signing agreement) drawn in favour of The Secretary, ICAI, payable at Delhi in the form of a bank guarantee issued by a Public sector/ scheduled commercial bank in the format provided by ICAI, and complete the Contract documents, failing to do so, his earnest money will be forfeited to ICAI. The bank guarantee shall be valid for the entire period of the contract including defect liability period plus ninety days thereafter. The validity of the bank guarantee should be suitably extended in the event of extension of time of the contract.
2. 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.
3. No interest shall be paid on the Performance Security Deposit.

4. The compensation for any loss resulting from the contractor's failure to complete his obligation under this contract shall be payable to ICAI out of Security Deposit.
5. This Performance Security shall be refunded after the expiry of its claim period in accordance with the provisions in the Contract.
6. Running Account bills will be paid after verification by the Architect, in 21 days from the date of submission of bill.

6. 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.

7. EVALUATION CRITERIA:

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

The initial criteria prescribed in clause 2 i) to vi) will first be scrutinized and the Bidders's eligibility for the work to be determined. The Bidders qualifying the initial criteria will be further evaluated for following criteria by scoring method on the basis of details furnished by them.

- | | |
|---|------------------|
| a) Financial strength (Form 'A' & 'B') | Maximum 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 Bidder must secure at least fifty percent marks in each and seventy percent marks in aggregate.

7.1.CRITERIA FOR EVALUATION OF THE PERFORMANCE OF CONTRACTORS

Attributes		Evaluation			
(a)	Financial strength (20marks)	(i) 60% marks for minimum eligibility criteria			
	(i)Average annual turnover 16 marks	(ii) 100% marks for twice the minimum eligibility criteria or more In between (i) & (ii) – on pro-rata basis			
(b)	Experience in similar (20marks) Class of works	(i) 60% marks for minimum eligibility criteria			
		(ii) 100% marks for twice the minimum eligibility criteria or more In between (i) & (ii) – on pro-rata basis			
(c)	Performance on works (20marks) (time over run)				
	Parameter	Calculation For points			Score
					Maximum Marks
	If TOR=	1.00	2.00	3.00	20
	(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	(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				

CHECK LIST TO BE SUBMITTED BY BIDDER ALONG WITH THEIR BID

Sr. No.	Item	Submitted Yes/ No	
	Earnest Money Deposit submitted (Bid security)		
	Tender fee submitted, if the tender is downloaded from the website		
	Certificate of incorporation of the firm (Company Act/ Partnership etc.)		
	Registration certificate of GST		
	PF Registration Certificate		
	Registration certificate of ESI		
	PAN Card		
	Registration certificate of WCT		
	Registration certificate of Service Tax		
	Profit & Loss statement, Balance sheet for last five financial years including audit report.		
	Income tax returns for the last three years		
	Power of attorney as applicable		
	Resolution of Board of Directors of the Company, if bid is signed by MD/ Director/ Key Managerial Person/ Officer of the company).		
	Certificate of completion of works from clients for works completed in similar work.		
	Copy of work order for similar work.		
	Tender Form along with Appendix duly signed and sealed, on the letterhead of tenderer.		
	Solvency certificate for the current year		
	Certificate as a registered Contractor with the MES/CPWD/any other central/state government agency, if any.		
	Original bidding document including drawings and all other documents duly signed& sealed		
	Evaluation Formats 'A' to 'I' duly filled, signed and sealed.		

SECTION – III
SCOPE OF WORK

SECTION – III SCOPE OF WORK

Detailed Scope of Work (Tender Description)

1. Dismantling and Reconstruction of Gypsum Ceiling (2x2)

The work includes dismantling the existing 2x2 gypsum tile ceiling, removing all supporting structures, and clearing the debris from the site. A new POP-based down-ceiling system shall be constructed as per the architectural drawings. All materials, fittings, tools, and labour are to be supplied by the contractor.

2. Electrical Installations for Ceiling

This includes supply and installation of all electrical fittings required for the new down-ceiling, including wiring, conduits, flexible pipes, lights, strip lights, fans, and any other related materials. The contractor shall ensure proper testing, commissioning, and safe installation of the entire ceiling-based electrical layout.

3. Dismantling and Rebuilding of Floor Tiles (2x2) – Approx. 3500 sq.ft.

The scope covers removal of existing vitrified floor tiles along with the dismantling of associated layers. All debris shall be disposed of as per site instructions. New floor tiling work shall be executed in accordance with the architectural specifications, including skirting for the auditorium, washrooms, and other designated areas.

4. Washroom Tiling Work

This includes dismantling of existing washroom floor and wall tiles and installation of new tiles on floors and walls. Work must follow the architectural drawings, ensuring proper alignment, leveling, and finishing.

5. Painting Work

Painting of all designated walls and ceiling areas is to be carried out with approved paint brands. Surface preparation, putty work, primer application, and finishing coats shall be included.

6. Wall Designing and Feature Work

Execution of approved design concepts on walls, including textured finishes, paneling, decorative elements, or any other design components specified by the architect.

7. Supply of Electrical Materials

Supply of electrical wires, lighting fixtures, fans, switches, distribution components, and all related accessories necessary for completing the electrical work across the site.

8. Electrical Execution and Commissioning

Full electrical installation including wiring, fitting of lights and fans, and all related works. Testing, safety checks, and commissioning of the electrical network must be performed as part of the scope.

9. Supply of Sanitaryware

Procurement and delivery of sanitary fittings including:

- Western toilets for three bathrooms
- Basins (two units)
- Vanities (matching sets)

All items must be of approved quality and specification.

10. Plumbing and Sanitary Installation Work

Installation of all sanitary and plumbing fittings in washrooms, including pipelines, traps, joints, and accessories. The work also covers plumbing provisions related to air conditioners in the ceiling and any other connected systems. Testing and leakage checks are mandatory before final handover.

SECTION – IV
GENERAL CONDITIONS OF CONTRACT

SECTION IV

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1. Definitions

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/ ICAI	Shall mean "The Institute of Chartered Accountants of India, New Delhi" (ICAI) and shall include their authorized representative/s assignees or successor/s.
b) TENDERER/ BIDDER	'Tenderer' or 'Bidder' 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 prior written permission of ICAI/employer 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 for the purpose of completion of project work.
f) PROJECT MANAGEMENT CONSULTANT (PMC)/ ENGINEER IN CHARGE	Shall mean ARCHITECT/ officer of the EMPLOYER or his authorized 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 discovered through the tender process including any negotiated rate/ price, of the accepted bid.
j) ACT OF INSOLVENCY	Shall mean any Act of insolvency as defined by the Insolvency and Bankruptcy Code or any other law for the time being in force.
k) IS	Shall mean Indian Standard as issued by the Indian Standard Institution. Wherever reference is made to "IS" it shall mean the relevant "IS" code on the subject with the latest edition as amended till the date of submission of bid.
l) PROPERTY, EMPLOYER OWNERSHIP & POSSESSION"	The assets being created under this contract as stipulated in the schedule will be the 'Property' belonging to the EMPLOYER. The ownership of the site and property shall always remain vested with the EMPLOYER throughout the performance of this contract from the beginning up to its completion or determination or termination or cancellation and beyond.
m) MONTH	Month shall mean from the beginning of the given date of a Gregorian calendar month to the end of the preceding date of the next Gregorian calendar month.
n) WEEK	Week shall mean seven consecutive days including holidays in between.
o) AWARD	Award shall mean the written acceptance of the bid by the Employer
p) DAY	Day means a day of twenty-four hours from midnight to midnight irrespective of No. of hours worked in that day.
q) WORKING DAY	Working Day means any day other than that prescribed by the Central Government by notification in the Gazette of India as being a holiday and consists of the number of hours for labour as commonly recognized by good EMPLOYER in the trade and in the district where the work is carried out.

r) CONSTRUCTION PLANT	Constructional Plant shall mean all appliances or things of whatsoever nature required in or about the execution and maintenance of the Works but does not include the materials or other things required /intended to form or forming part of the Works.
s) PERFORMANCE SECURITY	Performance Security shall mean the security submitted by the Contractor in the form of irrevocable Bank Guarantee for faithful and satisfactory performance of the contract.
t) WORK OR WORKS	Work or Works mean the works by virtue of the contract contracted to be executed, whether temporary or permanent, and whether original, altered, substituted or additional.
u) DEFECT LIABILITY PERIOD	The defect liability period shall be minimum one year from the date of satisfactory completion and handing over the job by the contractor or two months after the last rectification or replacement of work, whichever is later. During the defect liability period, if any damage occurs, same shall be rectified/replaced by the contractor free of cost. If the contractor does not attend for rectification/replacement within specified time periods, the same shall be executed by the Institute at the risk and cost of the contractor and the amount of expenditure including the overhead of the Institute will be recovered from the security deposits retained by the Institute or by invocation of the Bank Guarantee.

1.1 CONDITIONS PRECEDENT

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

- (i) The Successful Bidder shall be required to accept the LoI/ Work order within 7 days of its issuance.
- (ii) The Successful Bidder shall be required to furnish Performance Security of requisite value as stipulated in this Tender Document to the ICAI within 10 days from the date of award of contract.
- (iii) The Successful Bidder shall be required to execute the Agreement within 15 days of issuance of LoI/ Work Order.

The Employer, either on itself or on the request of the Contractor, may extend the time for fulfilling any of the Conditions Precedent for good and sufficient reasons to be recorded in writing.

In the event of the Successful Bidder failing to fulfill the Conditions Precedent, ICAI shall forthwith forfeit the EMD amount, encash the Bank Guarantee and any amount payable to the successful bidder by the ICAI as the case may be.

1.2 REPRESENTATIONS AND WARRANTIES

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

- (i) It is capable of performing its obligations under this Tender Document.
- (ii) It is qualified, experienced, competent and has necessary licenses and permits from the appropriate authorities to deliver the services under this tender document.
- (iii) The bidder shall has the financial capabilities to undertake the proposed Project in accordance with the terms of this Tender.
- (iv) In providing the Services, it shall use reasonable endeavors not to cause any disruption to ICAI's normal functioning.
- (v) The information furnished in the Tender documents is true and nothing is withheld suppressed or misrepresented.
- (vi) The execution, delivery and performance of Agreement arising out of this Tender shall not conflict with, result in the breach of, constitute a default by any of the terms of its Memorandum or Articles of

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

- (vii) There are no material actions, suits, proceedings, or investigations pending or, to its knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may adversely effect its performance under this Tender.
- (viii) No fact or circumstance or legal proceedings exists which may give rise to such proceedings that would adversely affect the performance of its obligations under this Tender or ensuing Agreement.
- (ix) It has complied with applicable Laws and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which or may have an Adverse Effect on its ability to perform its obligations under this Tender or ensuing Agreement.
- (x) Its personnel have the necessary experience, skill, knowledge and competence to perform the services to be rendered under the Tender document.
- (xi) No sums, in cash or kind, have been paid or shall be paid, by it or on its behalf, to any person by way of fees, commission or otherwise in connection with this Tender or for influencing or attempting to influence any officer or employee or any person associated with ICAI in any manner whatsoever in connection therewith.

1.3 APPLICATION

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

1.4 TENDER CLARIFICATIONS

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

1.5 AMENDMENTS IN TENDER TERMS

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

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

Bidder(s) are advised to check the website of ICAI, regularly, for any amendments to the Tender document.

1.6 REJECTION OF BIDS

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

1.7 LAST DATE FOR SUBMISSION OF BIDS

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

1.8 SUFFICIENCY OF TENDER

- (i) Bidder must get acquainted with the proposed work and requirements, conditions of contract, services and other tender documents carefully before tendering. No request of any change in rates or conditions for want of information on any particular point shall be entertained after receipt of the bids. In case of any discrepancies or uncertainty concerning anything contained in the tender documents, the bidder shall obtain the ICAI's clarification and quote his rates accordingly. No claim for additional payment shall be entertained, if the bidder fails to comply with this requirement.
- (ii) No extra charges consequent upon any misreading or misinterpretation of the tender document by the bidder is permissible.
- (iii) The bidder must, prior to submitting his bid, make local and independent enquiries and obtain complete information as to the matters and things referred to or implied in the tender documents or having any connection therewith, and must consider the nature and extent of all the probable and possible situations or interferences to, and must examine and consider all other matters, conditions and things and probable and possible contingencies, and generally all matters incidental thereto and ancillary thereof affecting the execution of the contract and which might influence it in making its bid.
- (iv) The bidder shall be deemed to have full knowledge of the scope of work and requirements mentioned therein including office/ site of ICAI whether or not he actually inspects them. The bidder shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his bid for the works and of the rates and costs quoted in the Quotation, such rates and costs shall, except as otherwise provided, cover all his obligations under the Contract.
- (v) Obtaining necessary NOCs/ approval/ sanctions from concerned statutory authorities shall be the duty of the successful bidder. No extra payment shall be made in these regards by ICAI.
- (vi) The bid shall be filled in, signed with all particulars, completed and submitted by person 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 authenticated by the bidder at each place.
- (ix) No queries shall be entertained by the ICAI or officials appointed by ICAI regarding the process of selection, and the ICAI's decision in this regard shall be final and binding. Bidders may raise their queries in the pre-bid meeting.
- (x) The ICAI reserves the right to change the conditions of the tender document by providing an Addendum/ Corrigendum.
- (xi) The right of acceptance of a bid shall vest with the ICAI, which does not bind itself to accept the lowest bid, and reserves with it the authority to reject any or all the bids received, without assigning any reason. All bids, in which any of the prescribed conditions is not fulfilled or are incomplete in any respect, are liable to be rejected.

1.9 LAWS GOVERNING THE CONTRACT

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

1.11 LETTER OF INTENT/ WORK ORDER

The Letter of Intent/ Work Order will be issued by the ICAI to the successful Bidder. Handing over of site and Date of Commencement of the work shall be **10** days from the date of issue of Letter of Intent.

1.12 MS PROJECT SCHEDULE FOR EXECUTION OF WORK

- (i) Contractor shall submit within one (1) 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 permitted to enter the site on 'Date of Commencement' which will be 10 days from the issue of Letter of Intent/ Work Order or handing over of site whichever is later 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 at the discretion of ICAI 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 by the contractor, may at its discretion consider an interest free advance to the Contractor for the costs of mobilization in respect of the works in a lump sum amount equivalent to 10 % (in two stages of 5% each) of the Contract price. The Payment of the mobilization advance will be due under separate certification by the PMC/ Architect after:

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

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

1.15 EARNEST MONEY DEPOSIT (EMD)/ BID SECURITY

- (i) Interest free and refundable Earnest Money Deposit (EMD) of **Rs 50,000. (Rupees Fifty Thousand Only)** shall be submitted by all the bidders along with the tender in the form of Demand Draft/ Pay order issued by Public sector/ Scheduled commercial bank, drawn in favour of **"The Secretary, The Institute of Chartered Accountants of India, New Delhi**. The EMD should be placed in Envelope No. 1 (Technical Bid) only. No FDR is permitted.
- (ii) The cost of Tender form and payment of Earnest Money Deposit is exempted for the Applicants with Udyam registration (MSE) / National Small Industries Corporation Ltd (NSIC) registration, with specific exemptions permitted by NSIC. Necessary proof shall be submitted along with the tender in the

Technical bid. The certificate of exemption should remain valid from the submission of bid till entire period of contract.

- (iii) The instrument for submission/ payment of Tender Fee and EMD should not be predated to the date of invitation of Bid.
- (iv) 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.
- (v) The amount of earnest money will be refunded to the unsuccessful bidders without any interest within 30 days from the date of award of contract to the successful bidders. In case of the successful bidders, EMD shall be refunded after furnishing the Performance Security Deposit in the form of Irrevocable Bank Guarantee issued by a Public sector/ Scheduled Commercial Bank drawn in favour of the Secretary, the Institute of Chartered Accountants of India. If successful bidders 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.
- (vi) In addition to other provisions, terms and conditions mentioned herein, the EMD shall be liable to be forfeited in any of the following conditions also:
 - a) The Bidder unilaterally modifies its application price or places any additional condition or request to change any of the terms and conditions of the Tender document or Letter of Intent/Work order any time after submission of Bid including after being declared as successful bidder.
 - b) The bidders withdraws its/ his offer during the tender validity period or on non- acceptance of Letter of Intent/ work order by the successful Bidder.
 - c) Successful bidder fail to commence the work within the stipulated time.
 - d) 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.
 - e) 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.
 - f) The bidder fails to honour or refuses to comply with or modifies any or all terms and conditions of the bid.
 - g) The successful bidder fails to handover the **Insurance Policy** in original to ICAI within 10 days from the date of issuance of Letter of Intent or Work Order.
 - h) Bidder does not respond to requests for clarification of their Bid or fails to co-operate in the Bid Evaluation Process.

1.16 PERFORMANCE SECURITY

Within 10 days of the receipt of the communication of the award of the contract from ICAI, the successful bidder shall have to furnish Performance Security for an amount equivalent to 5% of the contract amount, in the form of bank guarantee (valid for entire period of contract including defect liability period Plus 90 days) in favour of "The Secretary, Institute of Chartered Accountants of India", New Delhi, failing to do so, his earnest money will be forfeited to ICAI. The validity of the bank guarantee should be suitably extended in the event of extension of time of the contract.

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

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

This Performance Security will be released upon expiry of Defect Liability Period of 12 months plus 90 days which will be counted from the date of virtual completion of work or two months from the date of latest rectification of work, whichever is later. The completion of defect liability period prescribed for this Contract in accordance with the provisions in the Contract. No interest shall be payable on the Performance Security.

The Bank Guarantee furnished by the successful bidder shall be encashed, if the contractor fails to

discharge its obligations under the contract to the satisfaction of the ICAI, It is also provided that, if during the currency of contract, the contractor withdraws its services or in the event of any breach of contract on the part of the contractor or if the contractor fails to perform or observe any of the conditions of the contract, the Bank Guarantee shall be encashed by ICAI.

1.17 APPORTIONMENT AND SUB- CONTRACTING

The whole of the works included in the contract shall be executed by the main CONTRACTOR and as per LIST OF SPECIALISED AGENCIES. They shall not directly or indirectly transfer, assign or further sub-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 it harmless in respect of all and any expense arising from and such injury or damage to persons, animals or things as aforesaid and also in respect of any claims made in respect of injury or damage under any Acts of Government 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 right of 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 LIFTS/WORKSHOPS/STORES/SITE OFFICE ETC.

- i) The CONTRACTOR shall during the progress of the works, provide, erect and maintain at his own expense temporary workshops and stores as required for proper and efficient execution of the works.
- ii) On completion of works and if necessary, on completion of the defects liability period as decided by the ICAI, the whole of such temporary buildings/structures shall be cleared away and the site reinstated and left clean to the entire satisfaction of the Employer at the Contractor's expense.
- iii) Additionally, the ICAI may at 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 disturbance or inconvenience to the ICAI, tenants or occupiers of other properties near the site and to the public generally. The CONTRACTOR is completely responsible for ensuring the safety and convenience of all concerned and at his own cost.

1.24 WORKING HOURS

The CONTRACTOR shall work during the normal working hours of the working day. In case any work over and above normal working hours is required, the CONTRACTOR shall obtain prior written permission from ICAI/Architect. Safety for workmen, proper lighting arrangement, housekeeping and safety to client material will be Contractor's responsibility. The ICAI shall incur no liability in respect of any excess cost arising therefrom.

1.25 LABOUR

- i) The CONTRACTOR shall employ labor in sufficient number to maintain the required rate of progress and of such quality to ensure workmanship of the degree required by the specifications and to the satisfaction of the ICAI.
- ii) The CONTRACTOR shall 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 laws and regulations in regard to all matters provided therein.
- iv) The regulations aforesaid shall be deemed to be a part of this contract and any breach thereof deemed to be a breach of this contract.
- v) The CONTRACTOR shall take all actions and deposit fees as may be necessary under the Contract Labor (Regulation & Abolition) Act, 1970 and current labor regulations including the actions and depositing of money on behalf of ICAI, if required. The Contractor shall at all times keep the ICAI indemnified against any actions for breach of the said Act and regulations.
- vi) The CONTRACTOR shall, during the progress of the works, comply at his own expense with all the current rules and provisions for the protection of health and sanitary arrangements and safety provisions for workers employed and shall at his own expenses provide for all facilities in connection therewith.
- vii) Contractors shall deposit all provident funds, ESI etc. to the respective authorities and produce the receipt of the same to ICAI regularly, failing which ICAI will deposit the same himself and the same shall be adjusted in RA bills or Retention Money or performance Security including any amount due and payable to him by ICAI.
- viii) In case of any accident to the labours engaged by contractor while executing the work, contractor shall be responsible for the same and shall pay the compensation as per law.

1.26 RIGHT OF INSPECTION

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

1.27 MATERIALS TO BE ARRANGED BY THE CONTRACTOR

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

1.28 TESTING MATERIALS

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

1.29 REJECTION OF MATERIALS

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

1.30 CARE AND CUSTODY

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

1.31 SURPLUS MATERIALS

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

1.32 EXTRA HOURS OF WORKING

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

In case the Contractor carries out 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 personnel deployed at the project site.
- 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 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, designs or material and for in connection with the Works or any of them and from and against all claims, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto. Except where otherwise specified, the Contractor shall pay all tonnage and other royalties, rent and other payments or compensation, if any, for getting stone, sand, gravel, clay or other materials required for the Works or any of them.

1.36 PLANT EQUIPMENT AND TRANSPORT

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

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 REPLACEMENT OF CONTRACTORS PERSONNEL

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

1.40 SETTING OUT OF WORKS

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

1.41 APPROVAL BY STAGES

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

1.42 COVERING OF WORK

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

1.43 ARCHITECT'S INSTRUCTIONS

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

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

1.44 VARIATIONS

No alteration, omission or variation shall vitiate this contract. In case the Architect or ICAI thinks proper, at any time during the progress of the works, to make any alterations in or omission from the works or any alteration in the kind or quality of the materials to be issued therein, 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 etc. Contractor shall do the complete stage of work to the satisfaction of Architect and ICAI.
- iii) Engineer-in-Charge has full authority and discretion to reduce /part the rates of various items, if the executed item is not up to the satisfaction or yet to be completed. No objection from the CONTRACTOR should be entertained on this ground.

1.47 ORDERS/DIRECTIONS 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 courier to the last known place of abode or business of the CONTRACTOR shall be deemed to have been served on a 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 (15) with such further drawings and or Architect instructions, the ICAI may employ and pay other persons to execute any such work whatsoever that may be necessary to give effect thereto, and all costs incurred in connection therewith shall be recoverable from the CONTRACTOR by the ICAI on certification of the Architect as a debt or may be deducted by him from any money due to/become due to the CONTRACTOR. The measurements shall be taken jointly by the Engineer – In – Charge or any person or persons duly authorized by him and the Contractor's representatives, immediately on completion of the item or work.

1.48 MEASUREMENTS

- i) The CONTRACTOR shall measure the work done and enter into the measurement book, sign and submit to the PMC for verification and certification.

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

1.49 DELAY AND EXTENSION

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

1.50 CERTIFICATE OF COMPLETION

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

1.51 AS BUILT DRAWINGS

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

1.52 DEFECTS LIABILITY PERIOD

- 1 a. Defects Liability Period shall be **145 DAYS** after actual completion of the works as certified under clause 1.50 and handing over the job by the Contractor or two months from the date of latest rectification of work, whichever is later. Any defects in material or workmanship observed in the entire work during execution or work or within Defects Liability Period, shall be notified in writing by the Architect or ICAI to the Contractor and shall be rectified by him at his own cost within time as specified by Architect/ICAI.
- 1 b. To facilitate prompt attention to the defects, the CONTRACTOR shall employ a team of 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.

2. In case any defective works have been done or material supplied by any sub-CONTRACTOR employed, the CONTRACTOR shall be liable to make good in the same manner as if such work or material has been done or supplied by the CONTRACTOR. The CONTRACTOR shall remain liable under the provisions of this clause notwithstanding the signing by the Architect of any certificate or passing any account.
3. The Architect shall also certify at the end of the Defects Liability Period regarding the state of rectification of defects pointed out during defect liability period.

1.53 POSSESSION BEFORE VIRTUAL COMPLETION

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

1.54 RESPONSIBILITY FOR COMPLETENESS

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

1.55 THEFT OF PARTS

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

1.56 RELATIONSHIP

In performing the terms and conditions of the tender/ Agreement, Contractor shall at all times act as an Independent CONTRACTOR. The terms and conditions mention herein and the ensuing Agreement 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 bid by ICAI through / speed post/ courier/ electronic mail. All the terms and conditions as stated in the Tender documents, Appendices and Acceptance conveyed by ICAI shall constitute the contract between Contractor and ICAI.

1.59 NO LIABILITY

That in any event, the ICAI shall owe no responsibility or liability of any kind arising out of or incidental to the performance of duties by the employees of CONTRACTOR or otherwise, at the site of contract work or outside the said site, including any liability due to any accident or injury or death caused to or suffered by any employee/ worker 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 worker/ 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/ worker deployed by CONTRACTOR, the ICAI shall be within its right to terminate the Contract forthwith without assigning any reason whatsoever and/ or take such other action, as it may deem fit.

1.60 CONFIDENTIALITY

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

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

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

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

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

1.61 ESCALATION

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

1.62 SECURED ADVANCE

The CONTRACTOR, on signing an indenture in the form to be specified by the Engineer-in- Charge, shall be entitled to be paid during the progress of the execution of the work up to 75% of the material cost (against submission of invoice) or 65% of item rate, whichever is less, which are non-perishable, are in accordance with the contract and which have been brought on the site in connection therewith and are adequately

stored and/ or protected against damage by weather or other causes but which have not at the time of advance been incorporated in the works. Such advances shall be deducted completely in the next RA bill. Material advance can be claimed only in the following R.A. Bill and no separate bill shall be raised.

Materials against which advance is paid shall not be removed from site. Undertaking should be given by CONTRACTOR to ICAI, stating that materials remain in safe custody of CONTRACTOR, is safeguarded against losses due to the CONTRACTOR postponing the execution of the work or due to shortage or misuse of the materials, or any unstated reason.

In case, the Contractor has claimed and received Mobilization Advance the request/bills for Secured Advance shall not be entertained.

1.63 RETENTION MONEY

10% of Contract Value shall be released after completion of 'Defect Liability Period' and 90 days. No interest shall be payable by ICAI on this amount.

1.64 PAYMENT TERMS

- a) The following percentage of contract rates for the various stages included in the contract shall be payable against the stage of works shown herein:
- b) 40 % Advance.
- c) Balance 50 % will be paid after handing over to the employer for use.
- d) 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.

1.65 RUNNING ACCOUNT PAYMENTS

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

1.66 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.

1.67 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.

1.68 TERM/ PERIOD OF CONTRACT

The contract shall be for a period of **30 days** 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.

1.69 TERMINATION

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

If Contractor:

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

1.70 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.

1.71 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.

1.72 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.

1.73 STANDARD OF PERFORMANCE

The contractor shall provide the services and carry out its other obligations under the contract with due diligence, efficiency, economy, confidentiality, promptness and techniques. The contractor shall adhere to professional, engineering and consulting standards recognized by national and international professional

bodies while observing sound management, technical and engineering practices. It shall apply appropriate advanced technology and safe and effective methods during execution of this Project and shall always act in respect of any matter relating to this contract, as faithful advisors to the Institute. The contractor shall always support and safeguard the legitimate interests of the Institute, in any dealings with a third party. The contractor shall abide by the provisions of the legislation(s), related to the Information Technology, prevalent in the country.

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

1.74 INDEMNITY

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

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

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

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

1.75 LIQUIDATED DAMAGES

If the CONTRACTOR fails to complete the works by the due date or within such extended time as may be allowed by the EMPLOYER, 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 45 days, ICAI shall be at liberty to withdraw the work and get it executed by any other Contractor at the risk and cost of the defaulting Contractor and the site shall be vacated by the defaulting Contractor immediately.

1.76 DEFECTS AFTER COMPLETION AND PERFORMANCE GUARANTEE

Any defect in the work executed, Non - performance of System in Full or Part thereof, drop in efficacy of output beyond the warranted efficacy, damage or any other faults which may appear either in the work executed or in materials used within the "Defects Liability Period" and/ or Guarantee/ Warranty Period stated herein arising in the opinion of the Architect from materials or workmanship not being in accordance with the Contract shall upon the directions in writing of the Architect, and within such reasonable time as shall be specified therein, be rectified and made good by the Contractor, at his cost unless, the Architect in consultation with the ICAI shall decide that he ought to be paid for such rectification and making good and in case of default/ failure, the ICAI may employ and pay another agency to 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 rectification of 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 (10) 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 (10) 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.

1.77 NO RIGHT, TITLE OR INTEREST IN THE SITE BELONGING TO ICAI

The contractor is permitted to enter the site for execution of the project in terms of the RFP and has 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.

1.78 DEDUCTION FOR UNRECTIFIED WORK

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

1.79 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.

1.80 SETTLEMENT OF DISPUTES – 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 tender and Agreement arising thereunder, in the first instance, the parties hereto, shall try to resolve the same by mutual consultation, failing which the same shall be referred for arbitration under the provisions of The Arbitration and Conciliation Act, 1996. The seat of Arbitration proceedings shall be New Delhi and the language of the arbitration proceeding shall be English. All the expenses of the Arbitration proceeding shall be shared equally by both the parties.

1.81 BLACKLISTING

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

1.82 JURISDICTION

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

1.83 SEVERABILITY

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

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

1.85 FALL BACK

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

1.86 FORCE MAJEURE

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

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

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

SECTION V

SPECIAL CONDITIONS OF CONTRACT

SECTION V – SPECIAL CONDITIONS OF CONTRACT

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ADDITIONAL CONDITIONS

1. Inspection and Testing
2. Accessibility
3. Completion of Installation
4. Balancing and Testing
5. Completion Drawings
6. Operating Instruction & Maintenance Manual
7. Onsite Training

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 therefore.
 - 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 10 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 10 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 of all materials. Suitable godowns shall be erected, at places to be indicated by ENGINEER-IN-CHARGE at site for the proper storage of all materials, for their safety against damages. 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.
- 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/ICAI.
- c) Major alterations, deletions, additions and/or questions of intent shall be referred in advance, and in writing, to the ARCHITECT /ICAI 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/ICAI 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/ICAI.
 - d) The CONTRACTOR shall protect all materials and equipment from damage, provide adequate and proper storage facilities during the progress of the work, and take special care to provide proper protection for bearings, open connections, etc.
- 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 floppies 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 Bidder shall include all Government taxes, duties, cess, 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 to 65 % of the material cost against (submission of invoice) or 65% of item rate, whichever is less, 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 remains 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 Supervisors, technicians, 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 its 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 such as transformers, circuits, breakers, cables, relays, protection system etc. 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 water systems and all tests as called for shall be carried out by the contractor through a specialist group, in accordance with the Specifications and 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.

SECTION VI

TENDER FORM & APPENDIX TO TENDER FORM

SECTION VI -TENDER FORM & APPENDIX TO TENDER FORM

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1.	Tender Form & Appendix to Tender Form

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 DD-MM-YYYY, published in newspaper/Website dated

I/we, M/s having examined the Tender Document for

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

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

I/We also agree to furnish the required deposits in the form and shape as stipulated in tender documents. I/We agree to keep the offer open fordays 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..... 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,
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 lastyears, 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.
- vii) 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.
- viii) 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.
- ix) I/ We understand that ICAI is not bound to accept any proposal received by it.
- x) 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.
- xi) I/We shall not assign the contract nor shall I/We sublet any portion of the contract, except with prior written consent of ICAI.
- xii) 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	Comprehensive renovation/civil, interior & furnishing
2.	Cost of Tender Document	Rs 1000/-+(18% GST) (Non-refundable)
3.	Earnest Money Deposit	In the form of Demand Draft/ pay order for an Amount of Rs.50,000/- (Rupees Fifty thousand only) 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 10 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.	30 Days
7.	Signing of Contract Agreement	Within 15 .days of issue of Letter of Intent/ Work Order
8.	Performance Security	5 % of the contract amount (to be submitted before signing agreement) in the form of Bank Guarantee drawn in favour of the Secretary, ICAI, payable at New Delhi. The validity of the Bank Guarantee shall be upto completion of entire period of contract including Defect Liability Period plus 90 Days.
9.	Release of Performance Security	Full performance security (5.%) shall be refunded upon expiry of Defect Liability Period of 12 months plus 90 days which will be counted from the date of virtual completion of work or two months from the date of latest rectification of work, whichever is later.
10.	Mobilization Advance	10% (in two stages of 5% each) of the Contract price against submission of BG equivalent to 110% of advance amount, valid till the Completion Period of contract period. It shall be recovered from first RA bill onwards in proportionate percentage deduction.
11.	Retention Money	10% of Contract Value to be deducted @10% 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 90 days.

13.	Insurance	<p>➤ Contractor's All Risk Insurance Policy to inter alia cover the following:</p> <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. <p>➤ Workmen Compensation Policy to be taken by contractor.</p> <p>➤ Third Party Insurance Policy</p> <p>Any other insurance policy not referred above but mandatory to indemnify ICAI against all types of losses.</p>
14.	Secured Advance on Non-perishable Material	75 % of the material cost (against submission of invoice) or 65% of item rate, whichever is less.
15.	Running Account Bills	Max. 2 bills per month will be entertained. No bill value should be less than Rs.5 lacs.
16.	Payment of Running Account Bills	Within 21 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 30 days of issue of virtual completion certificate. PMC / Architect to certify in next 30 days. ICAI to release payment in next 30 days. Final bill to be released on fulfillment of contractual obligations.
18.	Taxes and Duties	All the Government taxes and duties such as GST, , 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	145 DAYS from the date of satisfactory completion and handing over the job by the contractor.
24.	Liquidated 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 – VII
EVALUATION FORMATS

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FORM 'A'
FINANCIAL INFORMATION

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

Year	Profit/ Loss	Turnover	Remarks
2024-2025			
2023-24			
2022-23			
2021-22			
2020-21			

II. Financial arrangements for carrying out the proposed work:

Signature of Chartered Accountant with Seal

Signature of Bidder(s).

FORM "B"

FORM OF BANKERS' CERTIFICATE FROM A SCHEDULED BANK

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

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

(Signature)

For the Bank

NOTE

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

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

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

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

Signature of Bidder(s)

FORM 'D'
PROJECTS UNDER EXECUTION OR AWARDED

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

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

Signature of Bidder(s)

FORM 'E'

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

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

Dated:

Executive Engineer or Equivalent

FORM "F"

STRUCTURE & ORGANISATION

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

Organisation/Place of registration

Registration No.

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

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

Signature of Bidder(s)

FORM 'G'

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

[illegible]

Signature of Bidder(s)

FORM 'H'

DETAILS OF CONSTRUCTION PLANT AND EQUIPMENT LIKELY TO BE USED IN CARRYING OUT THE WORK

S.No.	Name of equipment	Nos.	Capacity or type	Age	Condition	Ownership status			Current location	Remarks
						Presently owned	Leased	To be purchased		
1	2	3	4	5	6	7	8	9	10	11
Earth moving equipment 1.Excavators (various sizes) Equipment for hoisting & lifting 1.Tower 2.Builder's hoist Equipment for concrete work 1.Concrete batching plant 2.Concrete pump 3.Concrete transit mixer 4.Concrete mixer (diesel) 5.Concrete mixer (electrical) 6. Needle vibrator (electrical)										

S.No.	Name of equipment	Nos.	Capacity or type	Age	Condition	Ownership status			Current location	Remarks
						Presently owned	Leased	To be purchased		
1	2	3	4	5	6	7	8	9	10	11
7.	Needle vibrator (petrol)									
8.	Table vibrator (elect./ petrol)									
	Equipment for building work									
1.	Block making machine									
2.	Bar bending machine									
3.	Bar cutting machine									
4.	Wood thickness planer									
5.	Drilling machine									
6.	Circular saw machine									
7.	Welding generators									
8.	Welding transformer									
9.	Cube testing machines									
10.	M.S. Pipes									
11.	Steel shuttering									
12.	Steel scaffolding									
13.	Grinding/polishing machines									
	Equipment for road work									
1.	Road rollers									
2.	Bitumen paver									
3.	Hot mix plant									
4.	Spreaders									
5.	Earth rammers									
6.	Vibratory road rollers									
	Equipment for transportation									
1.	Tippers									
2.	Trucks									
	Pneumatic equipment									
1.	Air compressor (diesel)									
	De-watering equipment									
1.	Pump (diesel)									
2.	Pump (electric)									
	Power equipment									
1.	Diesel generators									
	(Any other plant/equipment)									

Signature of Bidder(s)

FORM "I"

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 crores	Nature of dispute	Award of Arbitration	Remarks

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

Date:

Place:

SECTION – VIII

AGREEMENT

SECTION - VIII

AGREEMENT

This Agreement is made on this the _____ day of _____ 202..... at _____

BETWEEN

THE INSTITUTE OF CHARTERED ACCOUNTANTS OF INDIA, having its Head Office at 'ICAI Bhawan', P.O. Box No. 7100, Indraprastha Marg, New Delhi – 110002, represented by its authorized officer____, (HEREINAFTER referred to as 'ICAI') which expression shall, wherever the context so admits, mean and include its successors in office, assignees, representatives, administrator etc. of the ONE PART;

AND

_____, represented by its authorized signatory_____, (HEREINAFTER referred to as "THE CONTRACTOR") which expression shall, wherever the context so admits, mean and include its partners, successors, representatives, assignees, executors, administrators etc. of the OTHER PART.

WHEREAS

- A.** The ICAI is desirous that..... at ----- Branch of ---- of ICAI -----
----- (hereinafter referred to as 'Contract Work') should be executed as mentioned, enumerated or referred to in the tender including Press Notice Inviting Tender, General Conditions of the Contract, Special Conditions of the contract, Specifications, Drawings, Plans, Time Schedule of completion of jobs, Schedule of Quantities and Rates, Agreed Variations, other documents and has called for Tender vide Tender Document No, Dated
- B.** The Contractor has inspected the site and surroundings of the work specified in the tender documents and has satisfied himself by careful examination before submitting his tender as to the nature of the surface, strata, soil, sub-soil and grounds, the form and nature of the site and local conditions, the quantities, nature and magnitude of the work, the availability of labor and materials necessary for the execution of work, the means of access to site, the supply of power and water thereto and the accommodation he may require and has made local and independent enquiries and obtained complete information as to the matters and things referred to or implied in the tender documents or having any connection therewith, and has considered the nature and extent of all the probable and possible situations, delays, hindrances or interferences to or with the execution and completion of the work to be carried out under the contract, and has examined and considered all other matters, conditions and things and probable and possible contingencies, and generally all matters incidental thereto and ancillary thereof affecting the execution and completion of the contract work and which might have influenced him in making his tender and has offered to execute the contract work.
- C.** The tender documents including the ICAI's Press Notice Inviting Tender, Instruction to bidder, General conditions of contract, Special Conditions of Contract, Schedule of Quantities and Rates, General obligations, Specifications, Drawings, Plan, Time, Schedule for completion of work, Letter of Acceptance of Tender, Letter of Intent and any Statement of Agreed Variations and all or any appendices, copies of which hereto annexed along with such amendments as may be confirmed or instructions as may be issued from time to time by the ICAI shall form an integral part of the contract though separately set out and are included in the expression 'Contract' wherever herein used.

AND WHEREAS the ICAI accepted the tender of the Contractor for executing the contract work(s), conveyed vide letter No_____, dated_____, at the rate(s) stated in the Schedule of quantities for the work and accepted by the ICAI (hereinafter referred to as the 'Schedule of Rates')

upon the terms and subject to the conditions of the contract.

NOW, THEREFORE, IN CONSIDERATION OF THE RECIPROCAL PROMISES AND OBLIGATIONS AND MUTUAL COVENANTS BETWEEN THE PARTIES BEING RECORDED HEREIN AFTER, THE PARTIES HERETO HAVE ENTERED INTO BY AND BETWEEN THEM, THIS AGREEMENT WHICH WITNESSETH AS FOLLOWS:

1. That in consideration of the payment of Rs. _____/- (Rupees _____ only), hereinafter referred to as the 'Contract Price', to be made by the ICAI to the Contractor for the work to be executed by him, the Contractor hereby covenants with the ICAI that the Contractor shall and will duly provide, execute and complete and remedy any defects therein and shall do and perform all other acts and things in conformity in all respects with the provisions of the Contract or described therein or which are to be implied therefrom or shall be reasonably necessary for the completion of the said works and at the said times and in the manner and subject to the terms and conditions or stipulations mentioned in the contract.
2. That the contract work shall be completed within months from the date of handing over the site to the Contractor or from the 10th day of the receipt by the Contractor, the work order issued, whichever is later, according to the rate of progress indicated in the programme chart enclosed to the work order, or within such period specifically agreed to by the ICAI's Architect in writing towards extension of time in consultation with the ICAI.
3. That the Contractor has furnished performance Bank Guarantee No. _____ dated _____ for Rs. _____/-(an amount equal to % of the contract value), issued by _____(bank)in favour of the Secretary, ICAI, payable at New Delhi, for due performance of his obligation under this contract. The Contractor hereby agrees and undertakes to extend the validity of the Bank Guarantee suitably and proportionately in the event of extension of time of the contract.
4. That the Contractor has further agreed that towards Retention Money, an amount equal to 10% of the running bill will be deducted from each progressive bill. It is further agreed between the parties that 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.
5. The Performance Security Deposit/Bank Guarantee will be released upon expiry of Defect Liability Period of 145 days plus claim period (90 days) which will be counted from the date of virtual completion of work or two months from the date of latest rectification of work, whichever is later.
6. The Contractor further agrees that in the event of increase in the costs, in actual execution, proportionate additional performance security shall be provided by the contractor or recovered from the subsequent payment due to the contractor. The validity of Performance Security shall be suitably extended in the event of extension of time of the contract.
7. That in consideration of the due provisions, execution and completion of the contract work, the ICAI does hereby agree with the Contractor that the ICAI will pay to Contractor the respective amounts for the work actually done by him and approved by the ICAI at the Scheduled Rates under provision of the contract, such payment to be made at such time in such manner as prescribed for in the contract.
8. That it is specifically and distinctly understood and agreed between the ICAI and the Contractor that 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 and exclusively 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 site and to remove the Contractor, their servants, agents and materials belonging to the Contractor and lying on the site.

9. That it is further specifically and distinctly understood and agreed between the ICAI and the Contractor that in any event, the ICAI shall owe no responsibility or liability of any kind towards any person or persons engaged by the Contractor for carrying the contract work(s) and the Contractor alone shall be responsible and liable to any such person or persons so engaged.

10. REPRESENTATIONS AND WARRANTIES

The Contractor represents and warrants to 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 Agreement and to carry out the transactions contemplated herein.
- ii. It has taken all necessary corporate and other actions under laws applicable to its business to authorize the execution and delivery of this work contemplated in this Agreement and to validly exercise its rights and perform its obligations under this Agreement.
- iii. It has financial standing and capacity to execute the Project in accordance with the terms of this Agreement.
- iv. In providing the Services, it shall not cause any disruption to ICAI's normal operations
- v. This Agreement has been duly executed by it and constitutes a legal, valid, and binding obligation, enforceable against it in accordance with the terms hereof.
- vi. The information furnished in the tender documents, Agreement documents and as updated is true in all aspects and nothing is false, suppressed or misrepresented.
- vii. The execution, delivery and performance of this Agreement shall not conflict with or result in the breach of or constitute a default of any of the terms of its Memorandum and Articles of Association (in case of a company) or any Applicable Laws or any covenant, contract, 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, other 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 statutory regulatory authority, the outcome of which may result in the breach of this Tender or Agreement or which individually or in the aggregate may result in any material impairment of its ability to perform all or any of its obligations under this Tender or Agreement;
- ix. It has no knowledge of any violation or default with respect to any order, writ, injunction or decree of any court or any legally binding order of any Government Instrumentality which may result in any Adverse Effect on its ability to perform its obligations under this Tender or Agreement and no fact or circumstance exists which may give rise to such proceedings that would adversely affect the performance of its obligations under this Agreement.
- x. It has complied with Applicable Laws and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which either individually or in the aggregate have or may have an adverse effect on its ability to perform its obligations under this Agreement.
- xi. It and its personnel, have the necessary experience, skill, knowledge and competence to perform the Contract.
- xii. No sums, in cash or kind, have been paid or shall be paid, by the Contractor or on his behalf, to any person associated with ICAI in any manner whatsoever by way of fees, commission or otherwise for entering into this Agreement or for influencing or attempting to influence ICAI in connection therewith.
- xiii. No representation or warranty by the Contractor contained herein or in any other document furnished by him 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.

11. FORFEITURE OF PERFORMANCE SECURITY AND RETENTION MONEY

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

document, Performance Security, Retention Money and any other amount due and payable by ICAI to the Contractor, shall liable to be forfeited in the following conditions also:

- i. The Contractor modifies its application price unilaterally 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 during the Contract Period.
- ii. The Contractor withdraws its offer during the period of the Agreement.
- iii. The Contractor refuses or fails to execute the Work awarded to him as per the agreed timelines for various stages in the contract work.
- iv. The Contractor fails to perform the work to the satisfaction of the ICAI.
- v. The Contractor is found to be indulged in Canvassing in any form or indulge in fraud or corruption, Bid Rigging, Collusive Bidding, Misrepresentation, Mal Practices etc. Or any other corrupt practices in any form or in connection with the tender or this agreement.
- vi. The Contractor is found to be suppressing the information or furnishing wrong information or indulging in misrepresentation or misstatements and/or submitting documents which are fabricated or forged.
- vii. The Contractor fails to honor or refuses to comply with or modifies any or all terms and conditions of the Tender and/ or Agreement or puts any condition after being declared as successful bidder.
- viii. The Contractor fails to make good the deficit of Security Deposit within days of the notice of demand by ICAI.
- ix. The Contractor fails to pay the Liquidated damages and/ or Penalty within stipulated time as provided herein.
- x. If the successful bidder violates any of the applicable laws including rules, regulations, notifications, orders, directions, guidelines, Acts etc.
- xi. The Contractor fails to submit Additional Performance Security as per the requirements of ICAI.
- xii. The Contractor fails to keep all the information/ details /drawings /material specification confidential and fails to maintain secrecy.
- xiii. If 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.
- xiv. Any payment/fine made under an order judgment of any court/consumer forum or law enforcing agency or any person working on his behalf.
- xv. The successful Bidder/ Contractor, in violation of the provisions of the Tender and Agreement and/ or without prior written consent of the ICAI, sub-contracts the work awarded to him.
- xvi. The Contractor fails to handover the Insurance Policy including renewed Insurance Policy in original.
- xvii. Unless extended by the ICAI in writing, on failure to complete the works, work order and items of work within stipulated dates for completion and clear the site on or before the date of completion.
- xviii. Successful bidder fails to suitably extend the validity period of the Performance Security in the form of Bank Guarantee in the event of extension of time of the contract.

12. RESERVATION CLAUSE:

That the ICAI reserves the right to increase or decrease any item(s) of the contract work, exercise control on quality of work, check of measurement, payment certificates, variation(s) arising in view of change of scope of work and approval of extra substituted items. The decision of the ICAI shall be final and binding in regard thereto and the Contractor shall not be entitled to claim any compensation other than the admissible rates provide for in the contract or otherwise mutually agreed upon for such additions, alternations, modifications, variation omissions etc.

13. ASSIGNMENT:

The contractor shall not without the prior written consent of the ICAI assign the contract works or any part thereof. PROVIDED ALWAYS that any consent given by ICAI for assigning contract works or any part thereof will not absolve the Contractor from the full and entire responsibility of its obligations under this contract and/or instructions issued by the ICAI.

14. LIABILITY UNDER EMPLOYEES STATE INSURANCE ACT, 1948 AND EMPLOYEES PROVIDENT FUND AND MISCELLANEOUS PROVISIONS ACT, 1952 AND GRATUITY/PENSION OR ANY OTHER LABOUR LAWS:

Whenever the ICAI is required to pay contributions in respect of the workmen or employees engaged or employed by or through the Contractor, his Sub-contractor or permitted assigns, under the Employees State Insurance Act, 1948 and P.F. Act, 1952 or the Rules and Regulations, made thereunder either as the principal employer or otherwise, the ICAI shall be entitled to recover from the Contractor such amounts from dues payable or becomes payable to the Contractor. The Contractor will discharge its responsibilities under the Employees State Insurance Act, 1948, PF Act, 1952 as an immediate employer in respect of employees engaged or employed by the Contractor or by the Sub-contractor for the execution of work or for any reason whatsoever. The Contractor shall submit to the owner at periodic intervals the evidence for discharge of statutory contribution under ESI Act and PF Act and other statutory liabilities for which the Contractor or Sub-contractor is liable. The Contractor acknowledges the right of the ICAI to recover the amount of the contribution paid by the latter in the first instance in respect of the employees employed by or through the Contractor or by his Sub- contractor or permitted assignees as well as the employees contribution, if any, either by the deduction from any amount payable to him by the owner under any contract or as a debt payable by the Contractor to the owner.

15. OTHER STATUTORY OBLIGATIONS:

In the event the ICAI is called upon to make any payment to meet any statutory obligation concerning the contract works, such amount shall be recovered from the Contractor and without prejudice to any other mode of recovery, the ICAI may deduct the same from any amount payable to the contractor by the ICAI under any contract. The Contractor shall submit written confirmation together with evidence to the ICAI at periodical intervals to the effects that all statutory obligations have been duly complied with and the liabilities having arisen thereunder have been duly discharged as required.

16. STATUTORY REQUIREMENTS:

The Contractor shall conform to the relevant statutory requirements as may be applicable including provisions of Acts of Parliament or State Legislatures and to by-laws, rules, orders or notifications of the Government, Municipal or Local Authority for the time being in force affecting the works undertaken by it and will give all necessary notices to and obtain requisite sanction and permits of and from the Municipal and any other authority in respect of the said works, the materials to be used therein and generally will comply with building and other regulations of such authorities.

The Contractor undertakes to ensure due and complete compliance with all laws, regulations, rules, etc. whether of the Central Government or the State Government or of any other competent authority applicable to the workmen employed or whose services are otherwise availed of by the Contractor whether in connection with the construction work at the site or otherwise. The ICAI shall have the right to inspect the records maintained by the Contractor concerning such workmen from time to time and the Contractor shall whenever required by the ICAI produce such records as the ICAI may call upon the Contractor to produce for the ICAI's inspection in order to ascertain whether or not the requirements of all such laws, regulations, rules, etc. have been complied with by the Contractor. In the event of any contravention of such laws, regulations, rules, etc. coming to light whether as a result of such inspection or otherwise to effect such compliance within such time as the ICAI may prescribe in that behalf and in the event of the Contractor failing to effect such compliance within the time prescribed by the owner then the ICAI shall without prejudice to his rights be entitled to withhold from the amount payable to the Contractor any amount payable to the workmen under any such laws, regulations and rules to make payment thereof to the workmen. The ICAI shall also have in that event the right to terminate the contract with immediate effect and to exercise powers reserved to the ICAI under the contract as a result of termination.

17. 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.

18. LIQUIDATED DAMAGES:

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

19. TERM:

The contract shall be for a period of 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.

20. TERMINATION:

The ICAI may, without prejudice to any other right or remedy, terminate the contract forthwith in part or whole in any of the following cases:

If Contractor:

- (i) Being an individual, or 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 Bankruptcy Code, 2016 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
- (iii) Being a company passes a resolution or the court makes an order for the liquidation of its affairs or a receiver or manager on behalf of the debenture holders is appointed or circumstances arises which entitle the court or debenture holders to appoint a receiver or Manager; or
- (iv) 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

- (v) Fails to commence the work within prescribed time or within such extended time as may be permitted by ICAI at its discretion from the date of the handing over of the site and continue in that state after reasonable notice from the Architect and or ICAI.
- (vi) 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.
- (vi) Fails to comply with any of the terms and conditions of the contract after reasonable notice in writing with directions properly issued there under.
- (vii) Fails to complete the works, work order and items of work within individual dates for completion and clear the site on or before the date of completion.

21. CONSEQUENCES UPON TERMINATION

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.

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.

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.

22. FORCE MAJEURE

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

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.
- c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

The decision of the ICAI, regarding Force Majeure shall be final and binding on the Service Provider. If a Force Majeure situation arises, the Contractor shall promptly notify the ICAI in writing of such conditions within 15 days from the date on which such condition arose 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 exist for a period more than 15 days, ICAI may terminate the Contract.

23. 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.

24. 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.

25. 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" 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.

26. PENALTY

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

27. WAIVER

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

28. NO PARTNERSHIP

This Agreement shall not be interpreted or construed to create an association, joint venture or partnership between the Parties, or to impose any partnership obligation or liability upon either Party, and neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party except as expressly provided under the terms of this Agreement.

29. THIRD PARTIES

This Agreement is entered into by and between the Parties herein and intended solely for the benefit of the Parties and their respective successors and permitted assigns, and nothing in this Agreement shall be construed to create any duty to or, standard of care with reference to, or any liability to, any person who is not a Party to this Agreement.

30. AMENDMENT

This Contract shall not be modified, altered, amended and/or varied except as may be mutually agreed to by the Parties herein by way of an instrument in writing and signed by both the Parties hereto.

31. SEVEREABILITY

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

32. FALL BACK ARRANGEMENTS

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

33. NOTICES

All notices and other communications required or permitted to be given under this Contract shall be in writing and shall be delivered or sent by personal delivery, electronic mail, facsimile transmission or registered or certified mail (return receipt requested) postage prepaid to the relevant Party addressed as herein below or as may from time to time be notified in writing by such Party to the other no less than 15 days' in advance. The notices and communications sent in such manner shall, unless the contrary is proven, be deemed to have been duly received on the date of personal delivery, two business days following delivery upon confirmation of transmission by the sender's facsimile machine or electronic mail device or ten business days following mailing by registered or certified mail (return receipt requested postage prepaid)

For ICAI:

For Contractor:

34. ARBITRATION

That in the event of any question, dispute or differences arising out of 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 within 1 month from the date on which such dispute arose, failing which the same shall be referred to the sole arbitrator to be appointed mutually by the parties. The Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings. The Seat of Arbitration shall be at ----- 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 therefor.

35. JURISDICTION

Subject to the arbitration agreement contained herein, any dispute between the parties arising out of this Agreement shall be subject to the jurisdiction of the Courts at ----- only.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE HERE-INTO SET THEIR RESPECTIVE HANDS AND SEALS ON THE DAY AND THE YEAR FIRST ABOVE WRITTEN.

Signed and delivered for and on
behalf of
ICAI

Signed and delivered for and on behalf of the
Contractor

Signature:

Signature:

Name:

Name:

Designation:

Designation:

Mobile No:

Mobile No:

IN PRESENCE OF TWO WITNESSES

1. SIGNATURE
NAME:
ADDRESS:

2. SIGNATURE
NAME:
ADDRESS:

SECTION – IX

DECLARATIONS

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

Conflict of Interest: -

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

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

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

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

For an on behalf of Signature (with seal)
(Authorized Representative/Signatory) Name of the Person
Designation

Date:

Place:

Declaration by the Bidder regarding Qualifications

In relation to my/our Bid submitted to for selection
of..... in response to their Notice inviting
Bids No.

..... Dated..... I/We hereby declare that:

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

Date:
Place:
Designation Address

(Signature of bidder)
Name

DECLARATION – 3

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 ”

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

We are not involved in any litigation that may have an impact on compromising the delivery of services or affect in providing the services as required under this tender.

We have not been black-listed by any Central/ State Government/ Public Sector Undertakings/ Autonomous Bodies under Central/ State Government/ Multinational Companies/ Educational Boards/ Universities/ Any Other Organization during last 5 years.

That we are registered with the appropriate Government under **The Contract Labour (Regulation and Abolition) Act, 197** or any modification of the said laws thereof and hold a valid license under the said Act.

(Signature of Authorized Person)

Place:

Name :

Date:

Designation:

Office Seal: Business Address:

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 :

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

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

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

Yours faithfully,

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

Date:

Place:

SECTION - X

ACCEPTABLE FORM OF BANK GUARANTEES

SECTION – X

ACCEPTABLE FORM OF BANK GUARANTEES

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APPENDIX -1

PROFORMA FOR BANK GUARANTEE FOR MOBILISATION ADVANCE

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

To

Secretary

The Institute of Chartered Accountants of India

Head Office, ICAI Bhawan

Indraprastha Marg

NEW DELHI

Dear Sir,

1. In consideration of The Institute of Chartered Accountants of India, a statutory body having its Head Office at 'ICAI Bhawan' Indraprastha Marg, New Delhi-110002 (hereinafter called 'ICAI/OWNER/Employer' which expression shall include its successors and assigns) having agreed under the terms and conditions of Contract No.....dated...(hereinafter referred to as the said Contract) made between ICAI and.....hereinafter called the Contractor) which expression shall include its successors and assigns to make at the request of the Contractor a lump sum advance of Rs.....for utilising it only for the purposes of the said Contract on his furnishing a guarantee acceptable to ICAI.

2. We, the.....Bank (hereinafter referred to as 'the said Bank') a Company under the Companies Act 1956 and having our registered office at.....do hereby guarantee the recovery of the said advance and interest thereon as provided according to the terms and conditions of the said Contract. If the Contractor fails to utilize the said advance for the purposes of the said Contract and/or the said advance together with interest thereon as aforesaid is not fully recovered by ICAI, we,Bank hereby unconditionally and irrevocably undertake to pay the ICAI on demand and without demur or protest to the extent of the said sum of Rs.....any claim made by ICAI on us against non-utilization / misutilization of the said advance and/or by reason of ICAI not being able to recover in full the sum of Rs..... as aforesaid.

3. We.....Bank further agree that ICAI shall be the sole judge of and as to whether the said Contractor has utilized or not utilized the said advance or any part thereof for the purposes of the said Contract and/or as to whether the advance or any part thereof with interest has been recovered or not and the finding of the ICAI in this regard shall be conclusive, final and binding on us.

4. We, the said Bank further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and till the said

advance has been fully recovered and its claims satisfied or discharged and till ICAI certifies that the said advance with interest has been fully recovered from the Contractor.

5. ICAI shall have the fullest liberty without affecting in any way the liability to the said Bank under this guarantee or indemnity from time to time to vary any of the terms and conditions of the said Contract, or the advance or to extend time of performance by the said Contractor or to postpone for any time and from time to time any powers exercisable by it against the said Contractor and either to enforce or forbear from enforcing any of the terms and conditions governing the said Contract or securities available to ICAI and the said Bank shall not be released from its liability under these presents by any exercise by ICAI of the liberty with reference to the matters aforesaid or by reason of time being given to the said Contractor or any other forbearance, act or omission on the part of the ICAI or any indulgence by ICAI to the said Contractor or of any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of so releasing the said Bank from its such liability.

6. The obligations of the Bank in terms hereof shall not be anyway affected or suspended by reasons of any dispute or disputes having been raised by the Contractor (whether or not pending before any arbitrator, Tribunal or court) or any denial of liability by the Contractor.

7. The amount stated in any notice of demand addressed by ICAI to Bank or to the Contractor, shall be conclusive evidence of the amount so liable to be paid to ICAI by the Bank.

8. This guarantee/undertaking shall be in addition to any other guarantee or security whatsoever that ICAI may now or any time may have in relation to the Contractor's obligations or liabilities under and/or in connection with the said Contract, and ICAI shall have full authority to take recourse to or enforce this security in preference to any other guarantee or security which ICAI may have or obtain and there shall be no forbearance on the part of ICAI in enforcing or requiring enforcement of any other security and shall not have the effect of releasing the Bank from its full liability hereunder.

9. We, the said Bank further undertake that we shall pay forthwith the amount stated in the notice of demand without demur and protest notwithstanding any dispute/difference pending between the parties before the arbitrator Tribunal or Court and/or dispute is being referred to arbitrator.

10. We, the said Bank undertake not to revoke this Guarantee during its currency except with the consent of ICAI in writing and agree that any change in the Constitution of the said Contractor or the said Bank shall not discharge our liability hereunder.

11. This guarantee/undertaking shall be a continuing guarantee/undertaking and shall remain valid and irrevocable for all claims of ICAI and liabilities of the Contractor arising up to and until midnight of.....

For and on behalf of the Bank

Dated.....day of2025.

APPENDIX – 2

BANK GUARANTEE FOR PERFORMANCE

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

Bank Guarantee No.....

In consideration of the Institute of Chartered Accountants of India, 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") having agreed, under the terms and conditions of clause of General Conditions of Contract (GCC) of Tender Ref. _____ dated _____, and Agreement dated _____ made between M/s _____, a _____ having its registered office at _____

_____ (hereinafter referred to as "the Contractor") and the ICAI in connection with the work of _____ of Institutional Building (ICAI Bhawan) at _____, to accept irrevocable Bank Guarantee for Rs. _____/- (Rupees _____ only) from a Public Sector Bank as Performance Security to be furnished by the Contractor for due performance of the terms and conditions contained in the said Tender and/or agreement arising thereunder, we _____ bank and having its head office at _____ (hereinafter referred to as "the Bank") on the request of the contractor do hereby covenant and agree with the ICAI as follows:-

1. We, the Bank do hereby guarantee and undertake to 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 agreement 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.

2. 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 pay the demanded amount without any objection.

3. We undertake to pay to the ICAI unconditionally 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.

4. The Bank also agrees 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.

5. 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 Tender/agreement arising thereunder 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 Tender/agreement arising thereunder 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.

6. The guarantee shall not be discharged due to the change in the constitution of the Bank or the Contractor.

7. We, the Bank, lastly undertake not to revoke this guarantee during its currency except with the previous consent of the ICAI in writing unless discharged by the ICAI.

8. This guarantee shall hold and remain in full force and effect during the period that would be taken for the performance of the work to be executed under the said Tender/agreement and that it shall continue to be enforceable till all the dues of the ICAI under or by virtue of the said Agreement 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 we shall be discharged from all liability under this guarantee thereafter.

Date the day of 20__

For and on behalf of the Bank

.....

Signature

Date

Name

Designation

APPENDIX – 3

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

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

Sir,
Sub:
Ref: **TENDER No** **Dated** _

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

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

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

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

Shri _____ has been duly authorized by M/s _____ vide Board Resolution No. dated to sign this Undertaking/Guarantee. All parts of this guarantee have been read and fully understood by us.

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

SIGNATURE

COUNTER SIGNATURE WITNESS:

NAME:

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

SECTION XI

TECHNICAL SPECIFICATIONS

SECTION XI

TECHNICAL SPECIFICATIONS

TECHNICAL SPECIFICATIONS – RENOVATION/CIVIL WORKS

1. The disposal of surplus excavated material shall include loading, unloading, transporting, stacking, spreading as directed by the PMC/Engineer-in-charge.

WORKMANSHIP

Only professionals with min. 5 years experience in this type of work shall be employed to carry out the anti-termite treatment required.

MODES OF MEASUREMENTS

The measurements shall be made in square meter on the basis of plinth area of the building at ground floor only for all operations described in schedule of quantities. Nothing extra shall be measured. The rate shall include cost of all material and labour involved in all operations described above.

CEMENT

1. The cement used shall be Ordinary Portland Cement conforming to IS 8112: 1989 (43 grade).
2. Whenever possible all cement of each type shall be obtained each from one constant source throughout the contract. Cement of different types shall not be mixed with one another. Different brands of cement, or the same brand of cement from different sources, shall not be used without prior notification and approval.
3. The cement shall be supplied either packed in bags or in silos installed for the purpose of supply. Packed cement shall be delivered to the site in original sealed bags which shall be labeled with the weight, date of manufacture, name of manufacturer, brand and type. Cement received in torn bags shall not be used. Moreover bags of cement which vary in weight by more than 3% shall not be accepted.
4. In fair faced elements, the cement used in the concrete for any complete element shall be from a single consignment. All cement for exposed concrete shall be from the same approved source and uniform in color.
5. With each and every delivery of cement the contractor shall provide the manufacturer's certificate that the cement conforms to the relevant Indian Standard.
6. The Contractor shall provide facilities for making 7 days tests from time to time in accordance with IS:3535: 1986, IS:4031 (Latest edition) and IS:4032 : 1985 and shall allow for carrying out such tests as may be required by the Engineer and for reporting the results.

AGGREGATES

1. Aggregates from natural sources shall be in accordance with IS – 383: 1970. The Contractor shall submit to the Engineer certificates of grading and compliance from the suppliers for all consignment of aggregate. In addition from time to time, the Contractor shall test that aggregate at site in accordance with IS – 2386: 1963 (Parts 1, 2 & 3). The contractor shall allow for and provide all necessary apparatus for carrying out such tests and for supplying test records to the Engineer. The aggregates shall be free from salts or other harmful chemical impurities.
2. For fair faced concrete, the contractor shall ensure that aggregates are free from iron pyrites and impurities which may cause discolouration.
3. FINE AGGREGATE
 - a) The fine aggregate shall be pit sand or stone dust or other Badarpur sand as approved by the Engineer. It shall be free from clay, loam, earth or vegetable matter and from salt or other harmful chemical impurities. It shall be clean, sharp, strong, angular and composed of hard siliceous material. Fine sand shall be within the limits of Grading Zone-IV given in Table I. When the grading falls outside the percentage limits given for sieve other than 600 micron, 300 micron and 150 micron (I.S.) sieve but not more than 5%, it shall be regarded as falling within this Zone. The 5 per cent shall be summation of excess on all other sieves.

TABLE

I.S.Sieve Designation	Percentage Passing for Grading			
	Zone-I	Zone-II	Zone-III	Zone-IV
10 mm	100	100	100	100
4.75 mm	90-100	90-100	90-100	95-100
2.36 mm	60-95	75-100	85-100	95-100
1.18 mm	30-70	55-90	75-100	90-100
600 micron	15-34	35-59	60-79	80-100
300 micron	5-20	8-30	12-40	15-50
150 micron	0-10	0-10	0-10	0-15

- b) For coarse sand the grading of sand as determined by the method prescribed in IS – 2386 (Part-I): 1963 shall be within the limits of Grading Zone III given in Table I. When the grading falls outside the percentage limits given for sieves other than 600 micron, 300 micron and 150 micron (I.S.) sieves but not more than 5 percent, it shall be regarded as falling within this zone. The 5 percent can be excess summation on one or more sieves.
- c) The maximum quantity of silt as determined by the method prescribed in I.S - 2386 (Part 2): 1963 shall not exceed 8 percent.
- d) Stone dust shall be obtained by crushing hard stone and the grading as determined by the method prescribed in IS – 2386 (Part-1 & 2): 1963. It shall be within the limits of grading Zone-III. The percentage of limits above for the sieves other than 600 microns and 300 micron sieves shall not be more than 5 percent and for 150 micron sieve shall not be more than 20 percent. This shall then be regarded as falling within this zone. The 5 percent shall be summation of excess on other sieves.

4. COARSE AGGREGATE

- a) The coarse aggregate shall be crushed stone, approved river shingle or pit gravel having nominal maximum size of 20 mm and down as approved by Engineer.
- b) Coarse aggregate obtained from crushed or broken stone shall be angular, hard, strong, dense, durable, clean and free from soft, friable, thin flat, elongated or flaky pieces.
- c) River shingle or pit gravel shall be rounded, sound, hard, clean, nonporous, suitably graded in size with or without broken fragments and free from flat particles of shale, clay silt, loam and other impurities.
- d) Except where it can be shown to the satisfaction of the Engineer that a supply of properly graded aggregate of uniform quality can be maintained over the period of the works, the grading of aggregate shall be controlled by obtaining the coarse aggregate in different sizes and blending them in correct proportions as and when required.

WATER

1. Water used in the works shall be potable water and free from deleterious materials. Water used for mixing and curing concrete as well as for cooling and/or washing aggregate shall be fresh and clean, free from injurious amounts of oil, salts, acids, alkali, other chemicals and organic matter.
2. Water shall be from the source approved by the PMC/ Engineer-in-charge and shall be in accordance with clause 5.4 of IS-456: 2000.
3. Before starting any concreting work and wherever the source of water changes, the water shall be tested for its chemical and other impurities to ascertain its suitability for use in concrete for approval of the Engineer. No water shall be used until tested and found satisfactory.

ADMIXTURES AND ADDITIVES

1. Chemical admixtures shall conform to IS-9103:1979 and are not to be used unless permitted by the Engineer. In case their use is permitted, the type, amount and method of use of any admixture proposed by the contractor shall be submitted to the Engineer for approval.
2. The contractor shall further provide the following information concerning each admixture to the Engineer.
 - a) Normal dosage and detrimental effects if any of under dosage and over dosage.
 - b) The chemical names of the main ingredients in the admixture.
 - c) The chloride ion content if any expressed as a percentage by weight of admixture.
 - d) Whether or not the admixture leads to entrapment of air when used in the manufacturer's recommended dosage.
 - e) Where two or more admixtures are proposed to be used in any one mix, the manufacturer's written confirmation of their compatibility.
3. In reinforced concrete, the chloride ion of any admixture used shall not exceed 2 percent by weight of the admixture as determined in accordance with IS-6925: 1973 and the total chloride ion in all admixtures used in concrete mix shall not exceed 0.83 percent by weight of cement.
4. The admixtures when used shall conform to IS-9103:1979. The suitability of all admixtures shall be verified by trial mixes.

5. The addition of calcium chloride to concrete containing embedded metal will not be permitted under any circumstances.
6. Retarding admixtures when used shall be based on lignosulphonates with due consideration to clause 5.2 and 5.3 of IS-7861 (Part 1): 1975.
7. Waterproofing admixtures shall comply with IS-2645:1975.

PROPORTIONING, BATCHING & MIXING OF CONCRETE

A. PROPORTIONING

1. AGGREGATE

The proportions, which shall be decided by conducting preliminary tests shall be by weight. These proportions of cement, fine and coarse aggregates shall be maintained during subsequent concrete batching by means of weight batchers conforming to I.S. 2722 capable of controlling the weights within one percent of the desired value. Except where it can be shown to the satisfaction of the Architect/ Client that supply of properly graded aggregate of uniform quality can be maintained over the period of work, the grading of aggregate shall be controlled by obtaining the coarse aggregate in different sizes and blending training the coarse aggregate in different sizes and blending them in the right proportions. The different sizes shall be stocked in separate stockpiles. The grading of coarse and fine aggregate shall be checked as frequently as possible, as determined by Architect/ Client to ensure maintaining of grading in accordance with the samples used in preliminary mix designs. The material shall be stockpiles well in advance of use.

2. CEMENT

The cement shall be considered by weight, for design mix.

3. WATER

Only such quantity of water shall be added to the cement and aggregates in the concrete mix as to ensure dense concrete, specified surface finish, satisfactory workability, consistent with the strength stipulated for each class of concrete. The water added to the mix shall be such as not to cause segregation of materials or the collection of excessive free water on the surface of the concrete.

4. DEFINITION OF WATER/CEMENT RATIO

The water cement (W/C) ratio is defined as the weight of water in the mix (including the surface moisture of the aggregates) divided by the weight of cement in the mix.

The actual water cement ratio to be adopted shall be determined in each instance by Contractor and approved by the Architect/ Client.

5. PROPORTIONING BY WATER/CEMENT RATIO

The W/C ratio specified for use by Architect/ Client shall be maintained. Contractor shall determine the water content of the aggregates as frequently as desired by the Architect/ Client as the work progresses and as specified in IS 2386 (Part III) and the amount of mixing water added at the mixer shall be adjusted as directed by the Architect/ Client so as to maintain the specified W/C ratio. To allow for the variation in their moisture content, suitable adjustments in the weights of aggregates shall also be made.

CLEANLINESS

1. Clean mixer and handling plant by washing with clean water at the end of the work and at intervals of 30 minutes during mixing.
2. If old concrete mix remains in the mixer drum, rotate the drum with clean aggregate and water before mixing the cement.

ORDINARY CONCRETE (PLAIN CEMENT CONCRETE)

1. Ordinary cement concrete where specified shall be used
2. Proportions 1:3:6, 1:2:4, 1:1.5:3, etc., in the specification refers to the quantity of cement by volume, dry coarse sand by volume, quantity of coarse aggregate by volume.
3. Cement shall be weighed based on 1 cum. of cement weighs 1440 kgs or 1 full bag of cement 50 kgs corresponding to 35 lts. by volume.
4. Correction factors to be applied for bulking of sand when the sand is either wet or moist.
5. Water cement ratio used shall be just sufficient for the workability of concrete.
6. Minimum strength of concrete shall be obtained as below:

SI No	Proportion of concrete	Preliminary tests	Work tests
1.	1:3:6	135 kg/sq.cm.	100 kg/sq.cm.
2.	1:2:4	200 kg/sq.cm.	150 kg/sq.cm.
3.	1:1½:3	265 kg/sq.cm.	200 kg/sq.cm.

Comprehensive strength of concrete shall be obtained by testing 15 cm. cubes at 28 days curing.

1. Testing: 6 cubes shall be taken from any mix, 3 of them to be tested at 7 days, 3 at 28 days.
2. Strength of concrete at 7 days shall be 2/3rds of the strength of concrete at 28 days.
3. Strength of concrete at 28 days shall be as mentioned in table above and the criteria for accepting concrete are only the strength of concrete at 28 days.

MIXING OF CONCRETE

Weigh Batching shall be followed if mixed at the site for all structural concrete works. The Contractor shall provide Concrete Batch Mixers, Vibrators, Weigh Batchers conforming to relevant IS Specifications and from approved and recognised manufacturers. The capacity and number of mixers and vibrators required at the Site from time to time shall be to the approval of Architect/ Client. No equipment from the site shall be removed without the prior written approval of the Architect/ Client. The Contractor shall maintain a platform weighing scale of capacity 300 kg with fraction of 100 gm at the site.

The machine will have to be got calibrated by the Contractor once in every two weeks or after 200 cum of concrete whichever is earlier, and records of these calibrations shall be maintained. The dials of the weigh batchers shall be checked with standard weights periodically.

CONSISTENCY

The concrete which will flow freely into the forms and around the reinforcement without any segregation of coarse aggregates shall be used. The consistency shall depend upon the type of vibrator etc. to be used. The controlling factor for the same is the Slump Test.

When considered necessary by the Architect/ Client, the workability of the concrete shall be ascertained by compacting factor test and VEE BEE consistometer method as per IS:1199-1959. The computing of values of workability of concrete by above two methods, IS:456-2000 have to be referred to.

TEMPERATURE OF CONCRETE

The placing temperature of concrete shall not be more than 38 degrees Celsius. If it is more, the Architect/ Client may order addition of ice or chilled water to the concrete. Also the Contractor shall take following precautions:

1. Mixer and Weigh Batchers shall be painted white color.
2. Aggregate storing bin shall not be exposed to the sun.
3. Water shall be sprinkled on aggregate well before concreting to keep the temperature low.

Similarly, during the cold weather, concreting shall not be done when the temperature falls below 4.5 Degrees Celsius. The concrete placed shall be protected against by suitable covering. The concrete damaged by frost shall be removed and work redone with no extra cost.

WORKMANSHIP

All works shall be true to level, plumb and square and all corners and edges in all cases shall be unbroken and neat. Any work not to the satisfaction of the Architect/ Client or the Design Consultant will be rejected and the same should be rectified or removed and replaced with work of the required standard of workmanship at no extra cost.

TRANSPORTATION

Concrete shall be transported with the help of pumps of sufficient capacity to achieve necessary heights wherever required from the mixer to the place of laying as rapidly as possible by methods which will prevent the segregation or loss of any of the ingredients and maintaining the required workability. The pumps can be either compressor type or boom type. All the pumping equipments have to be maintained and kept operational by the contractor.

COMPACTION OF CONCRETE

Concrete shall be thoroughly compacted into a dense mass as depositing shall proceed by means of suitable vibrators. The vibrator shall maintain the entire concrete under treatment in an adequate state of agitation and shall continue during whole period occupied by placing of concrete. Care should be taken not to over-vibrate the concrete. While vibrating no holes should be visible in concreting. Compaction should be completed before the initial setting time. Compaction shall be done till air bubbles cease to appear. Concrete already set shall not be disturbed by successive vibration. Hand tamping shall not be permitted. But only in exceptional cases, depending on the thickness of the members and feasibility of vibrating the same, the Architect/ Client may permit hand tamping. Hand tamping or compaction shall be done with the help of tamping rods so that concrete is thoroughly compacted and completely worked around the reinforcement embedded fixtures, and into the corners of the form work. The layers of concrete shall be so placed that the bottom layer does not finally set before the top layers are placed. The vibrators are so applied so that the centre of mass being compacted at the time of placing of concrete.

Vibrator shall be of immersion type with frequency of 100 Hz minimum when operating in concrete, or the exterior with a frequency of 50 Hz minimum. Care shall be taken to ensure that at no time the vibrators and /or vibration action is used to push the concrete ahead. Vibrators shall be applied systematically to overlap

zones of influence. It shall be ensured that the needle vibrators are not applied directly on the reinforcement on the formwork which may destroy the bond between concrete and reinforcement. When electric vibrators are in use the standby petrol, diesel or kerosene vibrator should always be available at the concreting point.

CURING

Curing of concrete is most important. There shall be no compromise on this activity as it is for the Contractor to arrange for everything necessary to make sure that the concrete is cured to the complete satisfaction of the Architect/ Client. As said above after concrete has begun to harden, i.e. about 1 to 2 hours after laying. It shall be protected from quick drying with moist or damp hessian cloth or any other material approved by the Architect/ Client. After 24 hours of laying of concrete, the surface shall be cured by flooding with water or covering with moist hessian cloth for period of 7 days to keep it moist. For the next seven days surface shall be kept wet all the time by sprinkling water continuously.

In order to properly monitor the curing activity, the Contractor shall write legibly with paint, the date of casting the concrete of each member of the structure which shall remain clearly visible at least till the completion of curing at least.

FINISHING

Concrete surface shall be finished keeping in mind the next operation to be carried out over the surface. For guidance the following points shall be noted:

1. Roof shall be troweled even and smooth with a wooden float, before the concrete begins to set.
2. Surface that will receive plaster shall be roughened immediately.
3. Surfaces that will be in contact with masonry shall be roughened immediately
4. Surfaces that will receive floor finishes, tiling, etc. shall be roughened while it is still green.
5. Every care shall be taken not to disturb the freshly laid concrete.
6. For Ramps and Basements
7. Concrete shall be broom-finished.

On finishing standards and quality/ workmanship, the decision of the Architect/ Client shall be final and binding on all parties.

INSPECTION AND CORRECTIVE MEASURES

Immediately on removal of formwork, the RCC surface shall be examined by the Architect/ Client. Till such time, no remedial measures shall be carried out by the Contractor. All remedial actions including breaking, if any, shall be on the instructions of the Architect/ Client. In case of any violation of this rule, the concrete poured stands rejected. The decision of the Architect/ Client in this regard shall be final and binding to all parties.

Sagged, bulged, patched, honeycombed work to an extent detrimental to structural safety or architectural concept shall stand to be rejected and Contractor shall rectify by breaking or redoing, if required, as directed by the Architect/ Client/ Structural Consultant and all expenses incurred due to this shall be to the Contractor's account.

Surface defects minor in nature may be accepted as a special case by the Architect/ Client/Structural Consultants whose decision in this matter is final and binding on the Contractor. Once accepted, the defects shall be rectified as follows and all expenses incurred due to the rectification process, shall be to the Contractor's account.

1. Surface defects which require repair when forms are removed, usually consist of bulges due to the movement of forms, ridges at form joint, honey combed areas, damage, resulting from the stripping of forms and bolt holes, bulges and ridges are removed by careful chipping or tooling and the surface is then rubbed with a grinding stone. Honey combed and other defective areas must be clipped out, the

edges being cut as straight as possible and perpendicularly to the surface, or preferably slightly undercut to provide a key at the edge of the patch.

2. If permitted in writing by the Developer' Representative/ Structural Consultant, shallow patches are first to be treated with a coat of thin grout composed of one part of cement and one part of fine sand added with polymer modified cementitious material as per manufacturer's specification, and then filled with mortar (mixed with non-shrink additives) similar to that used in concrete. The mortar is placed in layers not more than 10 mm thick and each layer is given scratch finish to secure a bond with the succeeding layer. The laid layer is finished to match with the surrounding concrete by floating, rubbing or tooling on formed surfaces by pressing the form material against the patch while the mortar is still plastic.
3. Or as an alternative to para 2 above, as directed by the Architect/ Client/ Structural Consultant, the patch-work shall be treated with epoxy based proprietary items like non-shrinking grouts etc. available in the market. In such cases, the methodology as indicated by the manufacturer of the item shall be followed. It permitted in writing by the Architect/ Client/ Structural Consultant.
4. Large and deep patches require filling up with concrete held in place with try forms. Such patches are reinforced and carefully drawled to the hardened concrete.
5. Or as an alternative to para 4 above, epoxy based proprietary items like grouts as directed by the Architect/ Client/ Structural Consultants, shall be used. The methodology as specified by the manufacturers of the proprietary item shall be strictly adhered to.
6. Holes left by bolts are to be filled with non-shrink grouts, as specified and directed by the Architect/ Client/ Structural Consultants carefully packed in to places in small amounts. The mortar is mixed as dry as possible to allow enough water to go into it, so that it will be tightly compacted when forced into the place.
7. Tiered holes extending right through the concrete may be filled with mortar or non-shrink grout, as the case may be, a pressure gun similar to the gun used for greasing motorcars.
8. Normally, patches appear darker than the surrounding concrete when uniform surface colour is important, this defect shall be remedied by adding 10 to 20 percent of white Portland cement to the patching mortar, the actual quantity being determined by trial.
9. The same amount of care shall be taken to avoid the material in the patches as with the whole structure. Curing shall be started immediately after packing is done to prevent early drying. A membrane curing compound in these cases will be most convenient.

SCOPE OF WORK

Detailed Scope of Work (Tender Description)

1. Dismantling and Reconstruction of Gypsum Ceiling (2x2)

The work includes dismantling the existing 2x2 gypsum tile ceiling, removing all supporting structures, and clearing the debris from the site. A new POP-based down-ceiling system shall be constructed as per the architectural drawings. All materials, fittings, tools, and labour are to be supplied by the contractor.

2. Electrical Installations for Ceiling

This includes supply and installation of all electrical fittings required for the new down-ceiling, including wiring, conduits, flexible pipes, lights, strip lights, fans, and any other related materials. The contractor shall ensure proper testing, commissioning, and safe installation of the entire ceiling-based electrical layout.

3. Dismantling and Rebuilding of Floor Tiles (2x2) – Approx. 3500 sq.ft.

The scope covers removal of existing vitrified floor tiles along with the dismantling of associated layers. All debris shall be disposed of as per site instructions. New floor tiling work shall be executed in accordance with the architectural specifications, including skirting for the auditorium, washrooms, and other designated areas.

4. Washroom Tiling Work

This includes dismantling of existing washroom floor and wall tiles and installation of new tiles on floors and walls. Work must follow the architectural drawings, ensuring proper alignment, leveling, and finishing.

5. Painting Work

Painting of all designated walls and ceiling areas is to be carried out with approved paint brands. Surface preparation, putty work, primer application, and finishing coats shall be included.

6. Wall Designing and Feature Work

Execution of approved design concepts on walls, including textured finishes, paneling, decorative elements, or any other design components specified by the architect.

7. Supply of Electrical Materials

Supply of electrical wires, lighting fixtures, fans, switches, distribution components, and all related accessories necessary for completing the electrical work across the site.

8. Electrical Execution and Commissioning

Full electrical installation including wiring, fitting of lights and fans, and all related works. Testing, safety checks, and commissioning of the electrical network must be performed as part of the scope.

9. Supply of Sanitaryware

Procurement and delivery of sanitary fittings including:

- Western toilets for three bathrooms
- Basins (two units)
- Vanities (matching sets)

All items must be of approved quality and specification.

10. Plumbing and Sanitary Installation Work

Installation of all sanitary and plumbing fittings in washrooms, including pipelines, traps, joints, and accessories. The work also covers plumbing provisions related to air conditioners in the ceiling and any other connected systems. Testing and leakage checks are mandatory before final handover.

GENERAL CONSIDERATIONS

It shall be the responsibility of the Contractor to perform the work by well trained and experienced staff or by the Sub- Contractor who shall have enough number of well trained and experienced staff and coordinate with the other operations. However the Contractor shall be responsible for the quality of work performed by the Sub-Contractor as per the requirements of these specifications.

SECTION XII**FINANCIAL BID****Name of Work:** _____

No.	Description	Quantity	Unit	Rate	Amount (Rs.)
	Item Category (Concrete work, Plumbing Work, etc..)				
	Preambles				
	Item Description	--	--	--	--
	Total for All Above				Rs.
	Discount				
	Grand Total after Discount				
	In Words				

Note: - The item rate quoted by the Bidder should including GST.

Sign and Stamp of the Bidder