

THE INSTITUTE OF CHARTERED ACCOUNTANTS OF INDIA

Southern India Regional Council (SIRC)

Coimbatore Branch

ICAI Bhawan, 44/45 Mettupalayam Road, Opp. Union Bank of India, Thudiyalur, Coimbatore – 641 034, Tamil Nadu
Ph: 0422-4270056 | Email: coimbatore@icai.org

TENDER FOR

Supply, Installation, Testing, and Commissioning of Grid Connected Rooftop Solar Power Plant

Capacity: **40 kWp**

at

ICAI Bhawan, SIRC Coimbatore Branch

44/45 Mettupalayam Road, Thudiyalur, Coimbatore – 641 034
along with Comprehensive Operations & Maintenance for One (1) Year

BOOK-I: TECHNICAL BID

Tender Ref. No.	CBE/SOLAR/1/26-27
Estimated Cost	Rs. 18,00,000/- (Rupees Eighteen Lakhs Only)
EMD Amount	Rs. 18,000/- (Rupees Eighteen Thousand Only)
Last Date for Bid Submission	8th April 2026 up to 03:00 PM
Pre-Bid Meeting	28th March 2026 at 05:00 PM at ICAI Bhawan, 44/45 Mettupalayam Road, Opp. Union Bank of India, Thudiyalur, Coimbatore – 641 034, Tamil Nadu
Technical Bid Opening	9th April 2026 at 11:00 AM
Time for Completion	Fifteen (15) Days
Contact	Ph: 0422-4270056 Email: coimbatore@icai.org

PROJECT INFORMATION

Project	Supply, Installation, Testing, and Commissioning of Grid Connected Rooftop Solar Power Plant of Capacity 40 kWp for ICAI Bhawan, SIRC Coimbatore Branch, Thudiyalur, along with One Year Operations and Maintenance.
Employer	The Institute of Chartered Accountants of India (ICAI), ICAI Bhawan, Post Box No. 7100, Indraprastha Marg, New Delhi – 110 002 Ph: 011-30110469
Address of Site	ICAI Bhawan, 44/45 Mettupalayam Road, Opp. Union Bank of India, Thudiyalur, Coimbatore – 641 034, Tamil Nadu
Location of Site	Thudiyalur, Coimbatore, Tamil Nadu – 641 034
Extent of Site	As per the Site Plan attached with the Tender. Approx. 2,000 Sq. Ft. of rooftop area available.
Existing Conditions	To Be Verified by Contractor
DISCOM	Tamil Nadu Electricity Board (TNEB)
Authorized Officer	CA. Survajith S Krishnan, Chairman, Coimbatore Branch of ICAI

CONTENTS

SECTION	DESCRIPTION	PAGE NO.
I	INVITATION TO BID	3 – 4
II	INSTRUCTIONS TO BIDDERS	5 – 9
III	GENERAL CONDITIONS OF CONTRACT	10 – 33
IV	SPECIAL CONDITIONS OF CONTRACT	33 – 35
V	TENDER FORM & APPENDIX TO TENDER FORM	36 – 38
VI	EVALUATION FORMATS (Forms A to F)	39 – 41
VII	FORM OF AGREEMENT	42 – 43
VIII	ACCEPTABLE FORMS OF BANK GUARANTEES	44 – 47
IX	TERRACE LAYOUT & SITE PLAN	Separately Hosted

SECTION – I: INVITATION TO BID

Tender Ref. No.: CBE/SOLAR/1/26-27

The Institute of Chartered Accountants of India (ICAI) invites sealed unconditional tenders in two bid system (Technical Bid and Price Bid in two separate covers) from eligible, experienced and reputed Contractors in respect of Supply, Installation, Testing and Commissioning of Grid Connected Rooftop Solar Power Plant of Capacity 40 kWp for ICAI Bhawan, SIRC Coimbatore Branch, Thudiyalur, Coimbatore – 641 034. The duly filled bids shall be received on or before 8th April 2026 up to 03:00 PM at ICAI Bhawan, 44/45 Mettupalayam Road, Opp. Union Bank of India, Thudiyalur, Coimbatore – 641 034, Tamil Nadu.

A complete set of Tender Documents may be obtained by any interested Bidder on submission of a written application to "Chairman, Coimbatore Branch" and on payment of non-refundable tender fee of Rs. 1,000/- plus GST at the rate of 18% in the form of a Demand Draft in favour of "The Secretary, The Institute of Chartered Accountants of India", payable at New Delhi, on any working day from 19th March 2026 to 7th April 2026 during 11:00 Hrs to 16:00 Hrs. Only one set of Tender Documents shall be issued to one Bidder. An additional charge of Rs. 500/- for postage to be paid by the Bidder if Tender Documents are requested by post.

Tender documents may also be downloaded from ICAI's website www.icai.org or www.sirc-icai.org. Bidders downloading the Tender Document from the website shall enclose a non-refundable Demand Draft of Rs. 1,000/- plus GST@18% in favour of "The Secretary, The Institute of Chartered Accountants of India", payable at New Delhi, failing which the tender shall be summarily rejected.

S.No.	Name of Work	Approx. Rooftop Area (Sq.Ft.)	EMD (Rs.)	Time of Completion
1.	Supply, Installation, Testing, and Commissioning of Grid Connected Rooftop Solar Power Plant of Capacity 40 kWp for ICAI Bhawan, SIRC Coimbatore Branch, Thudiyalur, Coimbatore, along with One Year Operations and Maintenance.	2,000	Rs. 18,000/-	Fifteen (15) Days

RELEVANT INFORMATION AT A GLANCE

	Item	Details
A.	Name of Work	Supply, Installation, Testing, and Commissioning of Grid Connected Rooftop Solar Power Plant of Capacity 40 kWp for ICAI Bhawan, SIRC Coimbatore Branch, Thudiyalur, Coimbatore along with Comprehensive Operations and Maintenance for One (1) Year.
B.	Address of Site	ICAI Bhawan, 44/45 Mettupalayam Road, Opp. Union Bank of India, Thudiyalur, Coimbatore – 641 034, Tamil Nadu
C.	Cost of Tender Documents	Non-refundable Rs. 1,000/- plus GST @ 18% in form of Demand Draft favouring "Secretary, The Institute of Chartered Accountants of India, payable at New Delhi". Rs. 500/- additional for postage if requested by post.
D.	Tender Doc Availability	From 19th March 2026 to 7th April 2026 up to 15:00 Hrs from www.icai.org or www.sirc-icai.org
E.	Address for Obtaining Tender	ICAI Bhawan, 44/45 Mettupalayam Road, Opp. Union Bank of India, Thudiyalur, Coimbatore – 641 034, Tamil Nadu Ph: 0422-4270056
F.	Pre-Bid Meeting	28th March 2026 at 05:00 PM at ICAI Bhawan, 44/45 Mettupalayam Road, Opp. Union Bank of India, Thudiyalur, Coimbatore – 641 034, Tamil Nadu
G.	Last Date & Time of Bid Receipt	8th April 2026 up to 03:00 PM
H.	Place of Submission	ICAI Bhawan, 44/45 Mettupalayam Road, Opp. Union Bank of India, Thudiyalur, Coimbatore – 641 034, Tamil Nadu
I.	Technical Bid Opening (Envelope No.1)	9th April 2026 at 11:00 AM. In case the specified date is declared a holiday, bids shall be opened on the next working day at the same time.

J.	Financial Bid Opening	After evaluating Technical Bids as per ICAI's parameters, the financial bids of successful bidders shall be opened on the same day or on any other date at the discretion of ICAI.
K.	Bid Validity Period	Minimum 90 days from last date of submission of bids, extendable mutually.
L.	Performance Security Deposit	5% of accepted tender project value in the form of Bank Guarantee, to be deposited before starting work.
M.	Retention Money	5% of Contract Value, deducted @ 5% from each RA bill. 50% released within 30 days of completion certificate; balance released with final bill.
N.	DISCOM / Net Metering Authority	Tamil Nadu Electricity Board (TNEB)
O.	Contact for Queries	Ph: 0422-4270056 Email: coimbatore@icai.org

NOTE: ICAI at its sole discretion reserves the right to accept and/or reject any or all bids without assigning any reason. ICAI does not bind itself to accept the lowest bid and reserves the right to award the entire work or part thereof to any one or more Bidders.

SECTION – II: INSTRUCTIONS TO BIDDERS

1. GENERAL INSTRUCTIONS

- 1.1 The Invitation to Bid shall form an integral part of the Contract.
- 1.2 Bidders shall check the number of pages of all documents and if they find anything missing or unclear, they must notify ICAI at once for clarification. Any addendum issued during the tender period shall form part of the contract and must be acknowledged by the Bidder.
- 1.3 The Bidders must understand that the proposed capacity of 40 kWp Solar Plant is an estimate. The actual Solar Capacity may vary; the Bidder must quote a per kWp unit price. Quantities are liable to alteration, omission, deletion or addition at the discretion of ICAI without affecting the terms of the contract.
- 1.4 Before tendering, in the pre-bid meeting on 28th March 2026 at 05:00 PM, the Bidder shall satisfy himself fully regarding the nature of the work and get required clarifications from ICAI. No plea with respect to want of information shall be entertained after tender has been received.
- 1.5 Each page of the tender document is required to be duly signed, stamped and dated by the Bidder's authorized representative.
- 1.6 The Rates shall be inclusive of all taxes, GST, service tax, octroi, toll, sales tax, professional tax, works contract tax, labour cess, labour insurance, royalties, or any other new taxes or levies. ICAI will not entertain any claim whatsoever in this respect.
- 1.7 The validity of the Tender shall be for a period of Ninety (90) days from the last date of submission of bids, extendable further mutually by the parties.
- 1.8 No material shall be provided by ICAI. All items in BOQs are inclusive of 'Providing and fixing/laying the specific items'.
- 1.9 Any part of the works shall not be sub-let to a third party without the prior written approval of ICAI.
- 1.10 No interest shall be payable on Security Deposits/Retention, Performance Bank Guarantee or on any delayed payments at any stage.
- 1.11 The Bidder shall inspect the site at Thudiyalur, Coimbatore, Tamil Nadu – 641 034 to acquaint himself with local conditions, facilities of transport, effective labour and materials, access and storage before quoting his rates.

2. ELIGIBILITY CRITERIA

This invitation is open to qualified and reputed Contractors which are registered and have their Registered Office in India. The Contractors must satisfy the following conditions:

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

- One similar work of value not less than Rs. 40 Lakhs OR
 - Two similar works of value not less than Rs. 30 Lakhs each OR
 - Three similar works of value not less than Rs. 25 Lakhs each
- (ii) The Tenderer shall have at least completed one work of similar nature costing not less than Rs. 25 Lakhs with any Central/State Government Department, Central/State Autonomous Body, Public Sector Undertaking, Govt. Bank/Insurance Company/Educational Institution, or any Semi-Govt. Authority/LLP.
 - (iii) Turnover Criteria: Minimum Average Annual Turnover (MAAT) of the Bidder in the last three financial years (FY 2022-23, 2023-24, & 2024-25) should be INR 30,00,000/- (Thirty Lakhs Only). A summarized sheet certified by a practicing Chartered Accountant/Statutory Auditor must be enclosed.
 - (iv) Profit/Loss: The Tenderer should not have incurred any loss for more than two years during the immediate last five consecutive financial years up to 31st March 2025. Audited balance sheets for the last five financial years duly certified by a Chartered Accountant with UDIN must be provided.
 - (v) Solvency Certificate: Solvency certificate from Bankers/Auditor for an amount not less than Rs. 25 Lakhs.
 - (vi) Joint ventures/Consortium shall not be allowed to participate in the bidding process.

Documents to be Submitted Along with Bid:

- Copy of Income Tax Returns for last three financial years
- Copy of Permanent Account Number (PAN)
- GST Registration Certificate
- PF Registration Certificate from Regional PF Commissioner
- ESI Registration
- Certificate of incorporation of the firm (Company Act/Partnership/LLP etc.)
- Power of attorney in favour of partner submitting the tender, if applicable
- Copy of audited Balance Sheets & P&L Accounts for last five financial years, certified by CA with UDIN

- Resolution of Board of Directors, if bid signed by MD/Director/Key Managerial Person
- TDS certificate from clients for works in private sector
- Certificate as a registered Contractor with MES/CPWD/any Central or State government agency, if any
- Solvency certificate
- Address, phone number and name of contact person for qualifying works, with coloured photographs
- Any other relevant document(s)

3. EARNEST MONEY DEPOSIT (EMD)

- (a) Earnest Money Deposit of Rs. 18,000/- (Rupees Eighteen Thousand Only) shall be submitted along with the tender in the form of Demand Draft in favour of "The Secretary, The Institute of Chartered Accountants of India", New Delhi, to be included in Envelope No. 1 (Technical Bid) only. EMD can also be submitted in the form of Bank Guarantee drawn on any Nationalized/Schedule Bank. No FDR is permitted.
- (b) EMD is required to be submitted by all bidders irrespective of their status/registration as MSME etc. Any bid not accompanied by EMD shall be rejected by ICAI as non-responsive.
- (c) The EMD will be refunded to the unsuccessful Bidders without any interest within 30 days from the date of award of work to the successful Bidder. In case of the successful Bidder, EMD shall be refunded after submission of the Performance Security Deposit.
- (d) No interest would be paid by ICAI on EMD/Performance Security Deposit. The EMD may be forfeited if the Bidder: withdraws/revokes/modifies the bid during bid validity; fails to furnish Performance Guarantee within 10 days of award; refuses/fails to commence the work; refuses/fails to execute the Agreement; is found indulging in Canvassing, Fraud, Corruption or Misrepresentation; or suppresses/furnishes wrong information.

4. TENDERING PROCEDURE

4.1 Issue of Tender Forms

The blank tender forms can be purchased from or downloaded at:

ICAI Bhawan, 44/45 Mettupalayam Road, Opp. Union Bank of India, Thudiyalur, Coimbatore – 641 034, Tamil Nadu | Ph: 0422-4270056 | Email: coimbatore@icai.org

Website: www.icai.org | www.sirc-icai.org

4.2 Pre-Bid Meeting

- (i) Bidders or their representatives are advised to attend the pre-bid meeting on 28th March 2026 at 05:00 PM at ICAI Bhawan, 44/45 Mettupalayam Road, Opp. Union Bank of India, Thudiyalur, Coimbatore – 641 034, Tamil Nadu. The purpose of the meeting is to clarify any issues and to answer questions that may be raised at this stage.
- (ii) Bidders are requested to submit questions/queries in writing or through email to coimbatore@icai.org not later than 28th March 2026 up to 11:00 AM.
- (iii) Replies/clarifications shall be compiled and hosted on the website as addendum/corrigendum, forming part of the tender documents, applicable to all Bidders.
- (iv) The tender submitted by Bidder shall be based on the addendum/corrigendum (if any) issued by ICAI. Conditional Tenders shall be summarily rejected.

4.3 Manner of Submission of Tender

- (i) The Bidder shall submit the tender in two sealed envelopes, acceptable through registered post/speed post/courier or dropped in the designated Tender Box at ICAI Bhawan, 44/45 Mettupalayam Road, Opp. Union Bank of India, Thudiyalur, Coimbatore – 641 034, Tamil Nadu.
- (ii) The outer sealed cover shall be marked: "Supply, Installation, Testing, and Commissioning of Grid Connected Rooftop Solar Power Plant of Capacity 40 kWp at ICAI Bhawan, SIRC Coimbatore Branch, Thudiyalur, Coimbatore – along with Comprehensive Operations and Maintenance for One (1) Year."

Envelope No. 1 (Technical Bid) shall contain:

- Earnest Money Deposit (Rs. 18,000/-)
- Tender fee (if downloaded from website)
- Certificate of incorporation of the Company/firm
- GST Registration Certificate
- PF Registration Certificate
- ESI Registration Certificate
- PAN Card
- Resolution of Board of Directors / Power of Attorney as applicable

- Form A – Declaration confirming knowledge about site conditions
- Form B – Financial Information with supporting documentation
- Form C – Details of all similar works completed during the last five years
- Form D – Form of Bankers Certificate from a Scheduled Bank
- Form E – Performance Report of work referred to in Form C
- Form F – Details of Statement of Arbitration & Disputes
- Income tax returns for the last five financial years
- Tender Form i.e. Technical Bid & Technical Specification Book with Appendix duly signed and sealed, on letter head of Bidder
- Original bidding document including drawings, corrigendum/addendum and all other documents duly signed & sealed
- Address, phone number and name of contact person of qualifying works, with coloured photographs

Envelope No. 2 (Price Bid) shall contain: Price Bid only.

4.4 Opening of Tenders

Envelope No. 1 (Technical Bids) shall be opened on 9th April 2026 at 11:00 AM at ICAI Bhawan, 44/45 Mettupalayam Road, Opp. Union Bank of India, Thudiyalur, Coimbatore – 641 034, Tamil Nadu. Bids not meeting qualified requirements shall be treated as non-responsive and Price Bids of such Bidders will be returned unopened.

5. PERFORMANCE SECURITY DEPOSIT

- (i) Within 10 days of the award of contract, the successful Bidder shall furnish Performance Security Deposit (5% of the contract amount) in favour of the Secretary, ICAI, payable at Coimbatore, in the form of a Bank Guarantee issued by a Nationalized/Schedule Bank. The bank guarantee shall be valid for the entire period of the contract including the Defect Liability Period (12 months) plus ninety days.
- (ii) No interest shall be paid on the Performance Security Deposit/Bank Guarantee.
- (iii) This Performance Security Deposit shall be refunded after the completion of the Defect Liability Period plus 90 days.
- (iv) Running Account bills will be paid after verification within 21 (twenty-one) working days from the date of submission, if found in order.

6. RETENTION MONEY

5% of Contract Value, to be deducted @ 5% from each RA bill. 50% shall be paid back within 30 days of issuing certificate of completion by the Architect; balance of the Retention Money shall be released along with the final bill.

7. EVALUATION CRITERIA

1. For Technical Qualification the received bids will be evaluate as per the Eligibility Criteria mentioned in the Tender

1. For Financial bid the Over all Lowest Quoted Rate (L1) will be Selected as a qualified Bidder.

2. CRITERIA FOR EVALUATION OF THE PERFORMANCE OF CONTRACTORS

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

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

a) Financial strength (Form 'A' & 'B')	Maximum 20 marks
b) Solvency of the Bidder	Maximum 20 marks
c) Experience in similar nature of work during last five years (Form 'C')	Maximum 20 marks
d) Performance on works (Form 'E') – Quality	Maximum 20 marks
e) Personnel and Establishment (Form "F" & "G")	Maximum 20 marks

Total

100 marks

To be eligible for short listing, the Tenderer must secure at least Fifty percent marks in aggregate.

	Attributes	Evaluation
(a)	Financial strength	(20marks)
	Average annual turnover	(i) 60% marks for minimum eligibility criteria (ii) 100% marks for twice the minimum eligibility criteria or more (iii) In between (i) & (ii) – on pro-rata basis
(b)	Solvency of the Bidder	(20marks)
	Solvency Certificate issued by Bank	(i) 60% marks for minimum eligibility criteria (ii) 100% marks for twice the minimum eligibility criteria or more (iii) In between (i) & (ii) – on pro-rata basis
(c)	Experience	(20marks)
	Cost of Similar Class of works executed	(i) 60% marks for minimum eligibility criteria (ii) 100% marks for twice the minimum eligibility criteria or more (iii) In between (i) & (ii) – on pro-rata basis
(d)	Performance of works (Quality)	(20marks)
	i) Very Good	20
	ii) Good	15
	iii) Fair	10
	iv) Satisfactory	5
	v) Poor	0
(e)	Personnel and Establishment	(20marks)
	(i) Graduate Engineer	10 marks for each
	(ii) Diploma holder Engineer	8 marks for each up to Max.4marks
	(iii) Supervisory/Foreman	7 mark for each up to Max.3marks

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

1. The Technical evaluation will be as per the eligibility criteria of the bids.
2. In Financial overall Lowest Quoted Rate (L1) will be selected.

8. CHECK LIST TO BE SUBMITTED BY BIDDER ALONG WITH THEIR BID

S.No.	Item	Submitted (Yes/No)
01	Tender Form along with Appendix duly signed and sealed, on the letter head of Bidder.	
02	Earnest Money Deposit – Rs. 18,000/- (Rupees Eighteen Thousand Only)	
03	Tender fee (if downloaded from website)	
04	Certificate of incorporation of the firm (Company Act/Partnership etc.)	
05	Original bidding document i.e., Technical Bid and Technical Specifications including drawings, duly signed & sealed	
06	GST Registration Certificate	
07	PF Registration Certificate	
08	ESI Registration Certificate	
09	PAN Card	
10	Profit & Loss statement, Balance sheet for last five financial years including audit report	
11	Income tax returns for the last five years	
12	Power of attorney as applicable	

13	Resolution of Board of Directors of the Company, if bid is signed by MD/Director/KMP/Officer	
14	Certificate of completion of works from clients for works completed in same name and style	
15	Copy of work order for work in hand, in same name and style	
16	Solvency certificate for current year	
17	Certificate as a registered Contractor with MES/CPWD/any other central/state government agency, if any	
18	Evaluation Formats 'A' to 'F' duly filled, signed and sealed	

SECTION – III: GENERAL CONDITIONS OF CONTRACT**TABLE OF CONTENTS**

Clause No.	Description	Page
1.	INTERPRETATIONS	14
1.1	Conditions Precedent	14 – 14
1.2	Representations and Warranty	16
1.3	Application	16 – 16
1.4	Tender Clarifications	16
1.5	Amendments In Tender	16
1.6	Disqualifications	16
1.7	Deadline For Submission of Proposal	16
1.9	Law Governing the Contract	17
1.10	Scope of Contract work	17 – 17
1.11	Discrepancies and Adjustment of Errors	19
1.12	Letter of Intent/ Work Order	19
1.13	Date of Commencement and Completion	19
1.14	MS Project Schedule for Execution of Work	20
1.15	Mobilization Advance	20
1.16	Earnest Money Deposit (EMD)	20 – 21
1.17	Performance Security	21 – 21
1.18	Apportionment and Sub-Letting	21
1.19	Emergency Work	22
1.20	Mandatory Requirement	22 – 22
1.21	Admission to Site	23
1.22	Temporary Stores/Site Office etc.	23
1.23	Nuisance	23
1.24	Working Hours	23 – 23
1.25	Labor	23
1.26	Right of Inspection	24
1.27	Materials to be arranged by the Contractor	24
1.28	Testing Material	24
1.29	Rejection of Materials	24
1.30	Care and Custody	24
1.31	Surplus Materials	25
1.32	Extra House of Working	25
1.33	Contractor All Risk Insurance Cover	25
1.34	Giving of Notices and Payment of Fees	25
1.35	Patent Rights and Royalties	25
1.36	Contractor's Supervision	25
1.37	Dismissal of Contractors Employees	26
1.38	Setting Out of Works	26
1.39	Approval by Stages	26
1.40	Covering of Work	26
1.41	Architect's Instructions	26 – 26
1.42	Variations	26
1.43	Rates for Altered/ Substituted/ Additional Works	28
1.44	Defective Work	28
1.45	Order Under The Contract	28
1.46	Delay and Extension	29
1.47	Certificate of Completion	29

1.48 As Built Drawings	29
1.49 Defects Liability Period	29
1.50 Force Measure	29 – 29
1.51 Relationship	30
1.52 Indemnity	30
1.53 No Liability	30 – 30
1.54 Confidentially	31
1.55 Representation's/Grievance	32
1.56 Award Of Contract	32
1.57 No Right, Tittle of Intent in the Site	32
1.58 Liquidated Damages	32
1.59 Escalation	32 – 33
1.60 Retention Money	33
1.61 Running Account Payments	33
1.62 Final Bill	33
1.63 Recovery from Contractor	33 – 33
1.64 Termination	33
1.65 Consequences Upon Termination	34 – 34
1.66 Conflict of Interest	34
1.67 Foreclosing of Work	34
1.68 Payment Terms	34
1.69 Standard Of Performance	35 – 35
1.70 Penalty	35
1.71 Severability	35
1.72 Waiver	35
1.73 Fallback	35
1.74 Settlement of Disputes	36
1.75 Arbitration	36
1.76 Action where no specifications are specified	37
1.77 Jurisdiction	37
1.78 Defects after Completion and Performance Guarantee	37
1.79 Deduction for Uncorrected Work	37
1.80 Possession Before Virtual Completion	38
1.81 Responsibility for Completeness	38
1.82 Theft of Parts	38

1. **INTERPRETATIONS**

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

- | | | |
|----|---|---|
| a. | EMPLOYER/ICAI | Shall mean "The Institute of Chartered Accountants of India, New Delhi" and shall include their representative/s assignees or successor/s. |
| b. | BIDDER/ BIDDER | Bidder shall be the firm/ company/LLP individual who 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 named by the contractor whom a part of contract has been sub-let with the consent of employer/ Architect and shall include his heirs/ successors/ legal representatives/ assignees. |
| e. | SITE | Shall mean the site of the contract works including any building and erections thereon and any other land (inclusive) as aforesaid allotted by the EMPLOYER for the Contractor's use. |
| f. | PROJECT
MANAGEMENT
CONSULTANT
(PMC)/ ENGINEER
IN CHARGE | Shall mean ARCHITECT/Officer of the EMPLOYER or his representative. |
| g. | THIS CONTRACT | Shall mean the tender, its acceptance, Agreement, the Appendix, the Schedule of Quantities, Specifications, addendum, corrigendum and the drawings pertaining to the work. |
| h. | NOTICE IN
WRITING | Notice in Writing or written notice shall mean a notice in writing, typed or printed (unless delivered personally or otherwise proved to have been received) by 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 of the accepted bid. |
| j. | ACT OF
INSOLVENCY | Shall mean any Act of insolvency as defined by the Insolvency and Bankruptcy Code or any other law for the time being in force. |
| k. | IS | Shall mean Indian Standard as issued by the Indian Standard Institution. Wherever reference is made to "IS" it shall mean the relevant "IS" code on the subject with latest edition as amended till date of submission of tender. |
| l. | PROPERTY,
EMPLOYER
OWNERSHIP &
POSSESSION" | The assets being created under this contract as stipulated in the schedule will be the 'Property' belonging to the EMPLOYER. The ownership of the site and property will vest with the EMPLOYER throughout the performance of this contract from the beginning up to its completion or determination or termination or cancellation and beyond. |
| m. | MONTH | Month shall mean from the beginning of the given date of a Gregorian calendar month to the end of the preceding date of the next Gregorian calendar month. |
| n. | WEEK | Week shall mean seven consecutive days including holidays in between. |
| o. | AWARD | Award shall mean the written acceptance of the bid by the Employer |
| p. | DAY | Day means a day of twenty-four hours from midnight to midnight irrespective of no. of hours worked in that day. |
| q. | WORKING DAY | Working Day means any day other than that prescribed by 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 |

s. PERFORMANCE SECURITY	but does not include the materials or other things required /intended to form or forming part of the Works. Performance Security shall mean the security submitted by the Contractor either in the form of Security Deposit or Bank Guarantee for faithful and satisfactory performance of the contract.
t. WORK OR WORKS	Work or Works mean the works by virtue of the contract contracted to be executed, whether temporary or permanent, and whether original, altered, substituted or additional.
r) Defect Liability Period	The defect liability period shall be minimum one year from the date of satisfactory completion and handing over the job by the contractor. During the defect liability period, if any damage occurs, same shall be rectified/replaced by the contractor free of cost. If the contractor does not attend for rectification/replacement within specified time periods, the same shall be executed by the Institute at the risk and cost of the contractor and the amount of expenditure including the overhead of the Institute will be recovered from the security deposits retained by the Institute.

1.1 CONDITIONS PRECEDENT

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

- (i) The Successful Bidder shall be required to accept the Lol/ 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 7 days from the date of award of contract.
- (iii) The Successful Bidder shall be required to execute the Agreement within 7 days of issuance of Lol/ Work Order.

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

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

1.2 REPRESENTATIONS AND WARRANTIES

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

- a) It is duly organized and validly existing under the laws of India and has full power and authority to execute and perform its obligations under this Tender Document/ ensuing Agreement and to carry out the transactions contemplated hereby.
- b) It has taken all necessary corporate and other actions under laws applicable to its business to authorize the execution and delivery of this Tender and to validly exercise its rights and perform its obligations under this Tender and under ensuing agreement.
- c) The Architect shall have the financial standing and capacity to undertake the proposed Project in accordance with the terms of this Tender.
- d) In providing the Services, it shall not cause any disruption to ICAI's normal operations.
- e) This Tender has been duly executed, filled and submitted by it and constitutes a legal, valid and binding obligation, enforceable against it in accordance with the terms hereof, and its obligations under this Tender shall be legally valid, binding and enforceable against it in accordance with the terms hereof.
- f) The information furnished in the Tender documents and as updated is true and accurate in all respects and nothing is suppressed or mis-represented.
- g) 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.
- h) There are no material actions, suits, proceedings, or investigations pending or, to its knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the breach of this Tender or ensuing Agreement or which individually or in the aggregate may result in any material impairment of its ability to perform any of its material obligations under this Tender or ensuing Agreement;
- i) It has committed no violation or default with respect to any order, writ, injunction or decree of any court or any legally binding order of any Government Instrumentality which may result in any Adverse

Effect on its ability to perform its obligations under this Tender or ensuing Agreement and no fact or circumstance exists which may give rise to such proceedings that would adversely affect the performance of its obligations under this Tender or ensuing Agreement;

- j) It has complied with Applicable Laws in all material respects and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have an Adverse Effect on its ability to perform its obligations under this Tender or ensuing Agreement.
- k) It and its personnel have the necessary experience, skill, knowledge and competence to perform the services, under the Tender document.
- l) No sums, in cash or kind, have been paid or shall be paid, by it or on its behalf, to any person by way of fees, commission or otherwise by entering into this Tender or for influencing or attempting to influence any officer or employee of ICAI in connection therewith.
- m) No representation or warranty by it contained herein or in any other document furnished by it to ICAI or its Employee or its nominated agencies in relation to the Required Consents contains or shall contain any untrue or misleading statement of material fact or omits or shall omit to state a material fact necessary to make such representation or warranty not misleading.

1.3 APPLICATION

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

1.4 TENDER CLARIFICATIONS

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

1.5 AMENDMENTS IN TENDER

At any time prior to the deadline for submission of bid, ICAI may for any reason, modify the Tender. The Bidders having received the Tender shall be notified of the amendments by posting the same at ICAI's website under the link: <https://www.icai.org> and such amendments shall be binding on them.

ICAI may issue amendment in the form of addendum or corrigendum during the Bidding period and subsequent to receiving the bids. Any addendum or corrigendum thus issued shall become part of the Tender document and Bidder shall submit 'original' addendum duly signed and stamped in token of his acceptance. For addendum or corrigendum issued during the Bidding period, Bidder shall consider the impact in his Bid. For addendum or corrigendum issued subsequent to receiving the Bids, Bidder shall follow the instructions issued along with addendum with regard to submission of impact on quoted price/ revised price, if any.

It shall be the sole responsibility of the bidder(s) or intending bidder(s) to check the website of ICAI, from time to time, for any amendments to the Tender document. ICAI shall not be responsible for any failure by the bidder in this regard.

1.6 DISQUALIFICATIONS

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

1.7 DEADLINE FOR SUBMISSION OF PROPOSALS

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

1.8 SUFFICIENCY OF TENDER

- Bidder must get acquainted with the proposed work and requirements, conditions of contract, services

and other tender documents carefully before tendering. No request of any change in rates or conditions for want of information on any particular point shall be entertained after receipt of the tenders. In case of any discrepancies or uncertainty concerning anything contained in the tender documents, the bidder shall obtain the ICAI's clarification and quote his rates accordingly. No claim for additional payment shall be entertained, if the bidder fails to comply with this requirement.

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

1.9 LAWS GOVERNING THE CONTRACT: -

1. This contract shall be governed by the Indian Laws for the time being in force. The contract is confidential and must be strictly confined to the purposes of the contract. The original and duplicate copies of the contract shall be signed by the ICAI and the Contractor or their accredited representative. The original shall be kept in the safe custody of the ICAI and the duplicate copy shall be handed over to the Contractor. One certified true copy of the Contract shall remain in the custody of the Architect.
2. The Contractor, on signing of the contract, shall be furnished a copy thereof by the ICAI, free of cost, with one certified true copy of the Contract and two copies of all drawings issued during the progress of the work. Any further copies of such drawings required by the CONTRACTOR shall be paid for by him. The CONTRACTOR shall keep one certified copy of the contract and all drawings on the work site and the ICAI/Architect or his representative shall at all reasonable times have access to the same.

1.10 SCOPE OF WORK: -

1. Supply, Erection, Testing, Installation and Commissioning of Rooftop Grid connected SPV solar Power Plant including Comprehensive Maintenance for a period of 5 Years from date of Commissioning of the system including supply of Bi-Directional Meter completes as per the technical specifications, drawings, makes etc. mentioned in this tender or provided by the Architect Cum PMC from time to time. Rates shall be inclusive of GST and other taxes including expenses of furnishing report from any MNRE/ NABL/BIS/ IEC accredit testing center or from international laboratory.
2. The scope of work includes installation of Rooftop Solar Plant, obtaining "No Objection Certificate (NOC)" from Local Electricity Distribution Company for grid connectivity, complete design, engineering, manufacture, supply, storage, civil work, erection, testing & commissioning of the grid connected rooftop

- solar PV project including operation and Comprehensive maintenance (O&M) of the project for a period of Five years after commissioning.
3. To keep solar panels in good condition, the bidder must clean them at least twice in a Month or when its required. The cost of Cleaning, operation, and Comprehensive maintenance should be included in the scope of supply for the 1st year and for next four year it should be included in AMC cost.
 4. Net Metering and grid connectivity of the roof top solar PV system under this scheme shall form the responsibility of the Bidder in accordance with the prevailing guidelines of the concerned Department/Agency. ICAI would facilitate connectivity & providing documents; however, the entire responsibility lies with CONTRACTOR only.
 5. The CONTRACTOR shall carry out and complete the said work in every respect in accordance with this contract as per CPWD Specifications / applicable IS codes and with the directions and to the satisfaction of the ICAI and Architect.
 6. The Bidder shall visit the site prior to submitting his bid, attend the pre-bid meeting and carefully ascertain the generation capacity of the proposed solar PV Power Plant.
 7. The Bidder will be asked to submit their feasibility report and concept note of generation unit/s to be installed. Bidder to identify various locations within the Institute/Building for installation of Solar PV plant and to bid for the complete proposal. Feasibility Report should contain tentative site plan of individual generation units proposed to be installed along with the other related information. Copies of the drawings shall be downloaded from the institute's website www.icaic.org.
 8. Bidder must ensure that the energy generation figures claimed in the feasibility report are met in the execution. The Institute shall have a minimum generation guarantee clause in the Tender, under which the Contractor shall be penalized if a shortfall in energy generation is noticed in any given year till the period of ROI (Return on Investment). The Bidder shall mention yearly minimum generation figures for the period of ROI.
 9. The offered rates for Supply, installation, Testing, Commissioning and guaranteed generation by the proposed plant and the current power tariff for Local Electricity Distribution Board.
 10. The Bidder shall clearly indicate the safety guidelines for installation and operation of solar PV generation plants suggested by MNRE and other related agencies.
 11. The Bidder shall be required to do at his cost and no charges will be paid to the bidder for modifications and new civil or any other fabrication/installation, which is required to facilitate the installation and operation of the proposed plant. The Bidder shall include the same in the rates.
 12. The plant shall be designed, engineered, manufactured, supplied, installed, tested and performance of the equipment shall be as per the latest IEC/Indian Standards.
 13. Bidder shall be responsible to provide free comprehensive maintenance of the SPV power plant for FIVE years from the date of commissioning of the power plant. In the event of any fault, the Bidder shall attend the complaint within 24 hours of lodging such complaint.
 14. Solar modules shall be warranted by the manufacturer to be free from failures as specified below for a period not less than 10 years from the date of commissioning:
 - i. Defects and/or failures due to manufacturing
 - ii. Defects and/or failures due to quality of the materials
 - iii. Nonconformity to specifications due to faulty manufacturing and/or inspection process
 15. If solar Module(s) fails to conform to this warranty, the manufacturer will repair or replace the solar module(s). The bidder shall be responsible for any such repair or replacement for the period of 10 years.
 16. Obtain all necessary approvals for the legal use of the plant, including net metering facility.
 17. Ensure that the safety guidelines as suggested by MNRE/ other related agencies are implemented during the installation works and during operation of the solar PV plant.
 18. If in future, the Institute decides to relocate some part of the installation, the bidder shall agree to do the same at the agreeable cost of labor.
 19. Bidder shall ensure removal of the excess material, debries etc. from the site within 07 days from the completion of the work.
 20. The contract shall include all labour, materials, tools plant equipment and transport which may be required for, the full and entire execution and completion of the works and shall unless otherwise stated, include wastage and materials, carriage and cartage, carrying of empties, hoisting, setting, fitting and fixing in position, testing and commissioning of aforesaid work in accordance with good Engineering practice and recognized principles.
 21. The CONTRACTOR shall provide everything necessary for the proper execution of the works according to the intent and meaning of the specifications and drawings taken together whether the same may or may not be particularly shown or described therein provided that the same can reasonably be inferred there from and if the Contractor finds any discrepancy in the specifications and drawings or between the drawings, he shall immediately and in writing refer the same to the Architect and EMPLOYER who shall decide which is to be followed, subject to provisions in the contract.
 22. The CONTRACTOR shall be deemed to have satisfied himself as to the nature of the site, local facilities of

access and all matters affecting the entire execution and completion of the works. No extra charges consequent on misunderstanding or otherwise will be allowed.

23. **GUARANTEE**

- (i) The contractor shall provide the guarantee / Warranty of all the equipment's as per specifications. All equipment's shall be standard guarantee / Warranty as per manufacturer policy. The installation shall be covered by the conditions that whole installation or any part thereof found defective within guarantee / Warranty from the date of taking over shall be replaced or repaired by the contractor free of charge as decided by the department. The guarantee / Warranty shall cover the following: -
 - a) Quality, strength, and performance of materials used.
 - b) Safe mechanical and electrical stress on all parts under all specified conditions of operation.
 - d) Performance figures and other particulars as specified by the tenderer under schedule of guaranteed technical particulars.
 - e) Any breakdown during the Guarantee / Warranty and AMC Period for next four Years should be attended by the vendor immediately and try to solve with in Four hours or provide a alternate solution for the same.

24. **AFTER SALES SERVICES:** - The contractor shall ensure adequate and prompt after-sales services in the form of maintenance personnel and spares as and when required with a view to minimizing the breakdown period. Particular attention shall be given to ensure that all spares are easily available during the normal life of installation.

1.11 **DISCREPANCIES AND ADJUSTMENT OF ERRORS:**

1. All the documents forming the contract are to be taken as mutually explanatory of one another. In case of discrepancy, ICAI shall be sole deciding authority with regard to intention and interpretation of the document and his decision in this respect shall be final and binding upon the Bidder.
2. 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 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 Bidder with his dated initials as many times as the corrections occur.
 - iii. Any tender with unattested overwriting or corrections is liable to be rejected.
3. 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 shall be adjusted in accordance with the following rules:
 - i. In the event of a discrepancy between description in words and figures in the rate/amount quoted by Bidder the description in words shall prevail.
 - ii. In the event of an error occurring in the amount column of Bill of Quantity as a result of wrong extension of unit rate and quantity, the unit rate quoted by Bidders shall be regarded as firm and the extension shall be amended on the basis of the rate.
 - iii. All errors in totaling in the amount column and in carrying forward totals shall be corrected.
 - iv. All rates shall be quoted on the tender form provided in the Bill of Quantities. 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 at the time of tendering.

1.12 **LETTER OF INTENT/ WORK ORDER: -**

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

1.13 **DATE OF COMMENCEMENT AND COMPLETION: -**

The Contractor shall be allowed admittance to the site on 'Date of Commencement' which will be Ten days from the issue of Letter of Intent/ Work Order by ICAI and shall there upon begin the works and shall regularly proceed so as to complete the same on or before the 'Date of Completion i.e. **One Month** from tenth day of date of issue of LOI to the Bidder' subject, nevertheless, to the provision for extension of time contained hereinafter.

1.14 **MS PROJECT SCHEDULE FOR EXECUTION OF WORK**

- a. Contractor shall submit within one week of the acceptance of the tender a MS Project Chart to ICAI along with a weekly work schedule, which shall indicate the planning for the execution of the entire work under

the contract within the stipulated time given for completion. This shall be scrutinized by the ICAI. The mutually agreed M S Project schedule shall be binding on the CONTRACTOR for progress of the work for by the due date.

- b. The Contractor shall during the entire tenure of site work, provide accurate fortnightly reviews of M S Project chart work targets & completed works for discussions with the ICAI.
- c. Contractor's shall maintain a register of daily deployment of labour, mason etc. on various activities and get it signed by Engineer-in-Charge on daily basis and shall produce before the ICAI as and when asked for.

1.15 MOBILISATION ADVANCE

- a) ICAI, if requested for, will make an interest free advance to the Contractor for the costs of mobilization in respect of the works in a lump sum amount equivalent to not more than 70% of the Contract price against submission of Bank Guarantee of amount equivalent to minimum 110% of the Mobilization Advance. The Payment of the mobilization advance loan will be due under separate certification by the PMC/ Architect after:
 - i) Execution of the Agreement by the parties thereto,
 - ii) Provision by the Contractor of the Performance Security
- iii) Provision by the Contractor of a bank guarantee equivalent to 110% of advance amount, valid till the Completion Period of contract, issued by a Nationalized/schedule 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 loan has been completely repaid by the Contractor out of current earnings under the Contract and certified accordingly by the PMC/ Architect.

1.16 EARNEST MONEY DEPOSIT (EMD):

- a. Interest free, refundable Earnest money deposit of **Rs.25,000.00 (Rupees Twenty Five Thousand Only)**, shall be submitted along with the tender, in the form of Demand Draft issued by a Nationalized/ Scheduled Commercial Bank drawn in favour of "The Secretary, The Institute of Chartered Accountants of India, New Delhi, and should be included in Envelope no. 1 (Technical Bid) only. EMD can also be submitted in the form of Bank Guarantee (Validity 6 Months) drawn on any nationalized/scheduled commercial bank. No FDR is permitted.
- b. 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.
- c. The amount of earnest money will be refunded to the unsuccessful tenderers without any interest within 30 days from the date of award of contract to the successful tenderer. In case of the successful Tenderer, EMD shall be converted into Security Deposit or the same may be refunded after furnishing the Performance Security in the form of Irrevocable Bank Guarantee issued by a Nationalized/ Scheduled Commercial Bank in favour of the Secretary, the Institute of Chartered Accountants of India. If successful Tenderer does not pay the Performance Security in the prescribed time limit and does not execute the Agreement, his earnest money deposit shall be forfeited.
- d. No interest would be paid by ICAI on Earnest Money Deposit and Performance Security.
- e. 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:
 - i. 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.
 - ii. The tenderer withdraws its/ his offer during the tender validity period or non- acceptance of Letter of Intent/ work order by the successful Bidder.
 - iv. The tenderer fails to furnish performance guarantee/ performance security/ security deposit within 10 days from the issuance of award of the work/ Letter of Intent/ Work Order.
 - v. Successful bidder fail to commence the work within the stipulated time.
 - vi. The successful bidder refuses/ fails to execute the Agreement within the stipulated time.
 - vii. 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.
 - viii. 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.
 - ix. The bidder fails to honour or refuses to comply with or modifies any or all terms and conditions of the tender.
 - x. The successful bidder fails to handover the Insurance Policy in original to ICAI within 10 days from the date of Letter of Intent/ Work Order.
 - xi. Bidder does not respond to requests for clarification of their Bid or fails to co-operate in the Bid

Evaluation Process.

1.17 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 in the form of Bank Guarantee issued by a Nationalized/ Scheduled Commercial Bank of amount equivalent to the **5 % of the contract value**, drawn in favor of The **The Secretary, Institute of Chartered Accountants of India**, payable at New Delhi strictly in the format provided by ICAI, and complete the Contract documents, failing to do so, his earnest money will be forfeited. The bank guarantee shall be valid for the entire period of the contract including guarantee/ warranty period and **defective liability period of 12 months plus ninety days** thereafter. In any case, the performance Security is required to be furnished before signing of the Agreement. The validity of the Performance Security should be suitably extended by the Contractor in the event of extension of time of the contract.

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

No interest shall be paid on Performance Security.

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

This Performance Security shall be refunded after the completion of the defect liability period plus 90 days prescribed for this Contract in accordance with the provisions in the Contract.

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

- a) the successful Bidder modifies its application price or places any additional condition or request to change any of the terms and conditions of the Tender document or Letter of Intent/Work order any time after being declared as successful bidder
- b) the successful bidder withdraws its/his offer during the period of the agreement.
- c) the successful bidder refuses/fails to execute the Agreement.
- d) the successful bidder fails to perform the work to the satisfaction of the ICAI.
- e) the successful Bidder founds to be indulged in Canvassing or indulge in Fraud, Corruption, Bid Rigging, Collusive Bidding, Misrepresentation, Mal Practices etc. in whatsoever manner or any of the corrupt practices in any form in connection with tender.
- f) the Successful Bidder is found to be suppressing the information or furnishing wrong or incomplete information or providing information, which is misleading, false etc. and/or submitting documents which are fabricated or forged.
- g) The successful bidder fails to honour or refuses to comply with or modifies any or all terms and conditions of the tender or Agreement.
- h) The successful bidder assigns or sub-lets the work under the contract without prior written permission from the ICAI.
- i) if the service of the Contractor is found unsatisfactory or the Contractor changes the rates of contract during the contract period.
- j) the successful bidder fails to or delays in performing the assigned task beyond given timeline or fails or delays in curing the defects or fails to meet the quality specifications or fails to rectify technical difficulties etc. within a specified time.
- k) On failure to pay the Liquidated Damages and/ or Penalty within the stipulated time.
- l) 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.
- m) Any payment/fine made under an order judgment of any court/consumer forum or law enforcing agency or any person working on his behalf.
- n) If the successful bidder fails to submit the Insurance Policy including renewed Insurance Policy in original to the ICAI within stipulated time.
- o) If the successful bidder violates any of the applicable laws including Labour Laws, rules, regulations, notifications, orders, directions, guidelines, Acts etc.
- p) Successful Bidder/ Contractor fails to keep all the information/ details /drawings /material specification confidential and fails to maintain secrecy.

1.18 APPORTIONMENT AND SUB-LETTING:-

The whole of the works included in the contract shall be executed by the main CONTRACTOR. They shall not directly or indirectly transfer, assign or further sublet the contract or any part thereof or interest therein without the written consent of 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.

1.19 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.

1.20 MANDATORY REQUIREMENT: -

1. 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, given 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 1.42 & 1.43.
2. 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.
3. 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.
4. 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 sub-contractors employees whether such injury or damage arises from carelessness, accident or any other cause whatsoever in any way connected with carrying out of this contract. The CONTRACTOR shall indemnify the ICAI and save him harmless in respect of all and any expense arising from and such injury or damage to persons, animals or things as aforesaid and also in respect of any claims made in respect of injury or damage under any Acts of Government or otherwise and also in respect of any Award of Compensation or damage consequent upon such claims.
5. 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 interracial, 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.
6. 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.

7. 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:

1. The ICAI & the Architect and their representatives shall at all reasonable times have free access to the works and/or the workshop, factories, or other places where materials are lying or from which they are being obtained and the CONTRACTOR shall give all necessary facilities to the EMPLOYER/Architect and/or his representative for inspection and examination and test of the materials and workmanship. No person unless authorized by the EMPLOYER/Architect except the representative of Public Authorities shall be allowed on the works at any time.
2. The officials of the ICAI connected with the contract shall have the right of entry to the site at all times.
3. 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.
4. 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.
5. 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 STORES/SITE OFFICE ETC.: -

1. The CONTRACTOR shall during the progress of the works, provide, erect and maintain at his own expense temporary Store/Site Office as required for proper and efficient execution of the works.
2. 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.
3. Additionally, the ICAI may at its sole discretion permit the CONTRACTOR to locate its stores/Site Office in such building as may be available at site for that purpose at a rate to be mutually decided upon by the ICAI and the Contractor, and in the event of the Contractor occupying such accommodation, the CONTRACTOR undertake to maintain such premises at his own expense in a clean and sanitary condition and to deliver the same on the completion of the works or on the termination of the contract, or in the event of the said building being required by the ICAI within 7 days of an order to that effect, handover the same in a clean state complete in every respect.

1.23 NUISANCE: -

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

1.24 WORKING HOURS: -

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

1.25 LABOUR: -

1. 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.
2. 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 or 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.
3. In respect of all labor directly or indirectly employed on the works for the performance on the Contractor's part, the CONTRACTOR shall comply with or cause to be complied with the current labor regulations in

regard to all matters provided therein and with all other labour laws as applicable.

4. 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.
5. 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.
6. 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.
1. 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, Retention Money, performance Security including any amount due and payable to him by ICAI.

1.26 RIGHT OF INSPECTION: -

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

1.27 MATERIALS TO BE ARRANGED BY THE CONTRACTOR: -

1. The CONTRACTOR shall at his own cost and expense provide all materials required for the work.
2. 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.
3. Whenever applicable, The CONTRACTOR shall, at his own cost and expense supply to the ICAI through the Architect samples of materials proposed to be used in the works. The samples must be produced at least four weeks before they are to be incorporated in works. The ICAI shall within seven days of supply of samples or within such further period as he may require, inform the CONTRACTOR whether samples are approved by him or not. If samples are not approved, the CONTRACTOR shall forthwith arrange to supply the ICAI for his approval fresh samples through the Architect complying with the specification laid down in the contract.
4. If applicable, no materials shall be brought by the CONTRACTOR to site unless samples are approved.
5. Cement Store as per standard design finalized and approved by Consultant/ Engineer in Charge to be made at site by Contractor at his own cost.

1.28 TESTING MATERIALS:

The ICAI 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 cost of testing from 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 required specifications or does not conform in character or quality approved by the ICAI. In case of default on the part of the CONTRACTOR in removing rejected materials, the architect and or EMPLOYER ICAI 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: -

1. 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.

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

1.31 SURPLUS MATERIALS: -

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

1.32 EXTRA HOURS OF WORKING: -

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

In case the Contractor carries out Installation work in the night hours (beyond 20.00 hrs.) or listed holidays & week offs, then CONTRACTOR shall arrange for to and fro 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:-

- i. The Vendor shall be responsible and take Insurance Policy for transit-cum-storage-cum-erection for all the materials to cover all risks and liabilities for supply and storage of materials at site, erection, testing and commissioning.
- ii. Before commencement of work, the Vendor shall also take insurance policy for Third Party Liability covering loss of human life, engineers and workmen and also covering the risks of damage to the third party/ material/ equipment/ properties during execution of the Contract. The Vendor will ensure that all its employees and representatives are covered by suitable insurance against any damage, loss, injury or death arising out of the execution of the work or in carrying out the Contract. Liquidation, Death, Bankruptcy etc., shall be the responsibility of bidder.
- iii. The Insurance covers as mentioned in clause no. (i) and (ii) supra are mandatory and in case of any violation of not taking Insurance cover may result in imposition of penalty @ 10% of the contract value.

1.34 GIVING OF NOTICES AND PAYMENT OF FEES: -

1. 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.
2. 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.
3. The ICAI will repay or allow the Contractor all such sums as the Architect shall certify to have been properly payable and paid by the Contractor in respect of such fees.

1.35 PATENT RIGHTS AND ROYALTIES: -

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

1.36 CONTRACTOR'S SUPERVISION: -

1. 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.
2. 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 whomay 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.

3. 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.
4. 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.
5. 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.
6. 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.

1.37 DISMISSAL OF CONTRACTORS EMPLOYEES: -

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

1.38 SETTING OUT OF WORKS: -

1. The Architect shall supply dimensioned drawings, levels and other information necessary to enable the CONTRACTOR to set out the works.
2. 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.
3. Contractor Shall Make Shop Drawings wherever have required for approval of Engineer-in-charge.

1.39 APPROVAL BY STAGES: -

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

1.40 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.

1.41 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.

1.42 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 hereof and the same shall be added to or deducted from the Contract amount.

1.43 RATES FOR ALTERED/ SUBSTITUTED/ ADDITIONAL WORKS: -

1. 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.
2. 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.
3. 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.

1.44 DEFECTIVE WORK: -

1. 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.
2. The CONTRACTOR is responsible and shall ensure that there is no leakage or seepage in roofs, ceilings, walls, floors, electrical. Contractor shall do the complete stage of work to the satisfaction of Architect and ICAI.
3. 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.

1.45 ORDERS UNDER THE CONTRACT: -

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

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

1.46 DELAY AND EXTENSION: -

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:

1. By force majeure; as desired hereunder: -
The CONTRACTOR shall not be held in default in performance of his obligations if such performance is prevented or delayed due to any unforeseen causes beyond his control such as Act of God, action of Govt. in its sovereign capacity and its statutory bodies, Civil commotion, flood, earthquake or any other natural calamities which cannot be foreseen.

However, it shall be incumbent on the CONTRACTOR to inform the ICAI/Architect regarding conditions of force majeure in writing with documentary proof within 15 days of commencement and completion of Force majeure circumstances.

2. By the works or delays of other Contractor's or tradesmen engaged by the ICAI.
3. In consequence of the CONTRACTOR not having received in due time 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.

1.47 CERTIFICATE OF COMPLETION: -

1. 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.
2. 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 shall commence from the date certified by the Architect as date of completion.

1.48 AS BUILT DRAWINGS: -

The bidders should submit their feasibility report and concept note of generation unit/s to be installed. Bidder to identify various locations within the campus for installation of Solar PV plant and to bid for the complete proposal. Report should contain tentative site plan of individual generation units proposed to be installed along with the other related information. Copies of the site drawings can be obtained from the institute on request.

1.49 DEFECTS LIABILITY PERIOD: -

- 1a Defects Liability Period shall be **twelve (12) calendar months** after actual completion of the works and handing over the job by the Contractor as certified under clause 1.47 and handing over the job by the Contractor. Any defects in material or workmanship observed in the entire work during execution or work or within Defects Liability Period shall be notified in writing by the Architect or ICAI to the Contractor and shall be rectified by him at his own cost within time as specified by Architect/ICAI.
- 1b To facilitate prompt attention to the defects, the CONTRACTOR shall employ a team of tradesmen like Masons, Plasterers, Carpenters, Plumbers, Fitters and Labors covering all trades along with necessary materials and spares. A supervisor will also be available along with the maintenance team to take instructions from Architect/ICAI. The maintenance team will be available throughout the defect's liability period. The composition of the tradesmen will vary according to the nature of recurring defects noticed in the buildings. In case of default, the Architect/ICAI may employ any other person to rectify or make good such defects. All expense consequent thereon or incidental thereto shall be borne by the Contractor and shall be recoverable from him by the EMPLOYER and shall be deducted from RA bills or Retention Money or Performance Guarantee/ Retention Money.
2. In 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.

1.50 FORCE MAJEURE

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

Force Majeure inter alia shall not include:

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

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

conditions exists for a period more than 15 days due to any Force Majeure event, ICAI may terminate the Contract.

1.51 RELATIONSHIP

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

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

1.52 INDEMNITY:

The Contractor shall keep ICAI indemnified against all actions, suits and proceedings and all and any costs, charges, expenses, loss or damage incurred, suffered, caused to/sustained by ICAI by reason of infringement of intellectual property rights of third party or any default or breach or lapse or negligence or non-observance of any rules, regulations, laws, bye-laws etc. or non-performance or any non- payment by/on behalf of Contractor. The Contractor shall, at its own expense, defend, indemnify, and hold ICAI harmless for damages, liabilities, claims, losses, costs, demands, suits, actions, and reasonable expenses (including but not limited to reasonable attorneys' fees and settlement costs) (collectively, "Damages") arising out of or related to any third party suits or claims brought against ICAI (i) arising out of or related to the Contractor's violation of any applicable laws, gross negligence, or wilful misconduct, or (ii) arising out of or related to any physical damage to property, or personal injury or death, caused by Contractor or any of its Affiliates, officers, directors, and employees.

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

1.53 NO LIABILITY

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

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

1.54 CONFIDENTIALITY

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

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

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

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

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

1.55 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.

1.56 AWARD OF CONTRACT

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

1.57 NO RIGHT, TITLE OR INTEREST IN THE SITE

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

1.58 LIQUIDATED DAMAGES: -

If the CONTRACTOR fails to complete the works by the due date or within extended time, the Contractor shall be liable to pay Liquidated Damages to the ICAI at the rate of 0.5 % of the contract value for every week of delay subject to a maximum of 10% of the contract value. In addition to Liquidated Damages, if the delay is beyond 4 months, it shall render the Retention Money to be forfeited and in addition a penalty of Rs.1 Lacs (Rupees One Lakh Only) will be payable by the CONTRACTOR and the Contract will come to end and the ICAI shall be at liberty to withdraw the work and get it executed from any other agency at Contractor's risk and cost and the site shall be vacated by Contractor immediately.

1.59 ESCALATION: -

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

1.60 RETENTION MONEY

Five per cent (5%) of the Bill value will be deducted towards Retention Money. It will be deducted from every RA bill @ 5% of the gross bill amount. Alternately Contractor can submit a Bank Guarantee for equivalent amount, before payment of 1st RA Bill. 50% of the accumulated Retention Money deducted from RA Bills @5% shall be released along with Final Bill and remaining 50% after completion of Defect Liability Period. No interest will be paid on this amount. No interest shall be payable by ICAI on this amount.

1.61 RUNNING ACCOUNT PAYMENTS: -

- a) The Contractor shall submit bills for the work done as per the provision given in Section –V– Appendix form of tender.
- b) Any certificate relating to work done or materials delivered may be modified or corrected by any subsequent certificates or by the final certificate and no certificate of the ICAI supporting any payment shall on itself be conclusive evidence that any work or materials to which it relates are in accordance with the contract.
- c) Running Account bills will be paid after verification by the Architect, within 21(twenty-one) days from the date of submission of 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.

1.62 FINAL BILL: -

1. The final bill shall be submitted by the Contractor in duplicate within one month of 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 next 30 days of receipt of duly

- certified bill from the Architect.
2. It shall be accompanied by all abstracts, vouchers etc. supporting it and shall be prepared in the manner prescribed by the ICAI.
 3. No charges shall be allowed to the CONTRACTOR on account of the preparation of the Final Bill.
 4. 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.
 5. 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.
 6. 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.
 7. 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.
 8. All payments due under this contract shall be made by means of a crossed cheque 'A/C payee' /RTGS.
 9. Following documents shall be enclosed with the Final Bill:
 - i. Copies of all Shop and AS BUILT Drawings.
 - ii. Guarantee & Warrantee Certificates.
 - iii. Testing & Commissioning Reports duly verified & certified by the Architect
 - iv. Copies of Approval/Sanction/NOC from Local Govt. Authority
 - v. Original & Copy of Operation Manual
 - vi. No Due Certificate
 - vii. Any other document not specifically mentioned but being necessary for ascertaining the completion of work executed under this Contract.

1.63 RECOVERY FROM CONTRACTOR: -

1. 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.
2. 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.

TERM

The period of contract shall be for One months (inclusive of time taken for handing over the site to the Contractor and defect liability period) from the date as specified in the LoI/work Order.

1.64 TERMINATION: -

1. 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:
 - (i) 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.
 - (ii) 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.
 - (iii) 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.
 - (iv) 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.
 - (v) 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.
2. Whenever the ICAI exercises his authority to cancel the contract under any Clause, he may complete the works 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 or by other means.
 3. 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.
 4. 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.

1.65 CONSEQUENCES UPON TERMINATION

- i. In the event of termination of contract, 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 along with all the equipment duly installed and available in a working condition. Any amount or money i.e. advance already given to the Contractor in whatever respect by the ICAI and the same has not been utilised 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.

1.66 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.

1.67 FORECLOSING OF WORK: -

1. 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.
2. 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 EMPLOYER) for any expenses sustained on account of labor and materials collected but which could not be utilized on the works.

1.68 PAYMENT TERMS

S. No.	Stage	Description	Remark
1	Advance	Can be claimed by the Contractor upon entering into Agreement and submission of Performance Security	Shall be treated as per Clause No. 1.15 of

			Section - III
2	Running Bill	Upon execution of work worth more than 80% of Tendered Value	Shall be treated as per Clause No. 1.61 of Section – III
3	Final Bill	Upon completion of works and obtaining Testing & Commissioning Certificate and Completion Certificate by the Architect cum PMC	Shall be treated as per Clause No. 1.62 of Section – III

1.69 STANDARD OF PERFORMANCE

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

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

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

1.70 PENALTY

If the performance of work/services is delayed beyond time schedule due to reasons attributed to the bidder and if the same has not been otherwise extended by the ICAI, the bidder shall be liable to pay penalty @ 1% of the total value of the contract for each delay or default.

1.71 SEVERABILITY:

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

1.72 WAIVER:

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

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

1.73 FALL BACK:

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

1.74 SETTLEMENT OF DISPUTES:

If the Contractor considers any work demanded of him to be outside the requirements of the Contract, or considers any drawings, record or ruling of the Engineer-in-charge on any matter in connection with or arising out of the Contract or the carrying out of the work to be unacceptable, he shall promptly ask the Engineer-in-charge in writing, for written instructions of decision. There upon the Engineer-in-charge shall give his written instructions or decision within a period of thirty days of such request.

Upon the receipt of the written instructions or decisions, the Contractor shall promptly proceed without delay to comply with such instructions or decisions.

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

If the Contractor is dissatisfied with this decision, the Contractor within a period of thirty days from the receipt of the decision shall indicate his intention to refer the dispute to Arbitration, failing which the said decision shall be final and conclusive.

1.75 ARBITRATION: -

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

1.76 ACTION WHERE NO SPECIFICATIONS ARE SPECIFIED: -

The contractor shall execute all the work as per 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.

1.77 JURISDICTION

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

1.78 DEFECTS AFTER COMPLETION AND PERFORMANCE GUARANTEE:

Any defect, Non - performance of System in Full or Part thereof, drop in efficacy of output beyond the warranted efficacy, damage or any other faults which may appear either in the work executed or in materials used within the "Defects Liability Period" 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 work for a period which should not be less than the Guarantee/ Warrantee on the products counted from the date of installation of the same.

1.79 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 at Appendix - 4) shall be given by the Contractor.

1.80 DEDUCTION FOR UNCORRECTED WORK

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

1.81 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.

1.82 Responsibility for Completeness

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

1.83 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.

SECTION – IV: SPECIAL CONDITIONS OF CONTRACT

1. GENERAL

- 1.1** These Special Conditions shall be read in conjunction with the General Conditions of Contract. In case of any variance, these Special Conditions shall take precedence.
- 1.2** The CONTRACTOR should inspect and examine the site at Thudiyalur, Coimbatore, Tamil Nadu – 641 034 thoroughly before tendering. No claims shall be entertained for failure in this matter.
- 1.3** Within 10 days of the Letter of Intent/Work Order, the Contractor shall submit: operational method/working hours; temporary layout plan; overall execution schedule; sub-contractor list (if any); security and site management plan; submittal schedule of construction/shop drawings; time schedule for applications to Authorities (including TNEB for net metering); and time schedule for major inspections.

2. ELECTRICITY AND WATER

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, charges such as VAT/WCT, Sales Tax, Service Tax, Labour cess, GST etc. in their bid price. All insurance costs to be included in the bid price.

4. ACCESS TO SITE AND ENVIRONMENT

The Contractor shall acquaint himself with the proposed site at Thudiyalur, Coimbatore, Tamil Nadu – 641 034, conditions at the worksite, its approach roads, plot boundaries and other site environment before filing quotations.

5. INSTALLATION PROGRAMME

The Contractor shall submit a detailed installation programme within the first week of allotment of work showing bar chart, progress of work, financial flow, decisions required and the number of skilled/unskilled labours to be provided.

6. 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 is not covered in the BOQ description but is required to complete the work as per scope, the quoted rates shall be deemed to include cost for all such activities.

7. SECURITY

The Contractor shall make its own security arrangements for protection of installation material and equipment at the Thudiyalur, Coimbatore, Tamil Nadu – 641 034 premises.

8. COMPLIANCE TO GOVERNMENT REGULATIONS AND BYE-LAWS

The work shall be carried out in compliance with requirements of relevant bye-laws of the local body under jurisdiction (Coimbatore Corporation/TNEB/MNRE guidelines) or as directed by Project Engineer ICAI. The Contractor shall obtain all necessary clearances from Tamil Nadu Electricity Board (TNEB) for grid connectivity and net metering.

9. MATERIAL SUPPLIED BY ICAI

No material will be supplied/issued by 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.

10. SAFETY NORMS

Safety norms to be followed for all work at all heights including safety nets, safety shoes, safety belts, helmets etc. without any extra cost to the client.

11. INSPECTION AND TESTING

The ICAI shall carry out inspection and testing at the manufacturer's works for items such as Solar Panels, Inverters, and Cables. No equipment shall be delivered without prior written confirmation from ICAI. The contractor shall provide all necessary instruments and labour required for testing and shall make adequate records of test procedures and readings. Tests on site shall demonstrate that: equipment installed complies with specifications; all items operate efficiently; and all electrical circuits are correctly protected and coordinated.

12. 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. The contractor shall be responsible for getting the entire electrical installation duly approved by Tamil Nadu Electricity Board (TNEB) and other local authorities, and shall bear all expenses in connection with the same.

13. OPERATING INSTRUCTION & MAINTENANCE MANUAL

Upon completion and commissioning of the 40 kWp Solar Plant, the contractor shall submit a draft copy of comprehensive operating instructions, maintenance schedule and log sheets for all systems and equipment. Upon approval, the contractor shall submit four (4) complete bound sets of typewritten operating instructions and maintenance manuals, including basis of design, detailed technical data, spare parts manual, and recommended spares for 1-year maintenance. Preventive Maintenance Schedule for each equipment/panel shall be submitted along with the O&M Manual.

14. ON-SITE TRAINING

Upon completion of all work and tests, the Contractor shall furnish necessary operators, labour and helpers for operating the entire installation for a period of fifteen (15) working days of ten (10) hours each, to enable the ICAI's staff to get acquainted with the operation of the system. During this period, the Contractor shall train the ICAI's personnel in the operation, adjustment and maintenance of all equipment installed.

SECTION – V: TENDER FORM & APPENDIX TO TENDER FORM

(To be submitted on Letter Head of Bidder)

To

The Secretary,

The Institute of Chartered Accountants of India,

ICAI Bhawan, Post Box No. 7100, Indraprastha Marg, New Delhi – 110 002.

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:

Supply, Installation, Testing, and Commissioning of Grid Connected Rooftop Solar Power Plant of Capacity 40 kWp for ICAI Bhawan, SIRC Coimbatore Branch, 44/45 Mettupalayam Road, Thudiyalur, Coimbatore – 641 034, Tamil Nadu, along with Comprehensive Operations and Maintenance for One (1) Year.

I/We hereby distinctly and expressly declare and acknowledge that before the submission of my/our tender, I/We have carefully followed the instructions and read the specifications and schedule of quantities, examined the drawings, and clearly understood all the conditions of tender. I/We have also seen the location at Thudiyalur, Coimbatore, Tamil Nadu – 641 034 where the said work is to be done and made such investigations as required to enable me/us to complete the work successfully.

Should this tender be accepted in whole or in part, I/We hereby agree to abide by and fulfill all the terms and conditions annexed hereto. I/We agree to keep the offer open for 90 days from the last date of submission of tender. I/We accept that you are not bound to accept the lowest tender or bound to assign any reason for rejecting my/our tender.

Please find attached herewith:

- Demand Draft No. _____ dated _____ drawn on _____
(Bank) for Rs. 18,000/- against the Earnest Money Deposit.
- Demand Draft No. _____ dated _____ drawn on _____
(Bank) for Rs. 1,000/- against the Cost of Tender Form (if downloaded from website).

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

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

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

S.No.	Item	Details
1.	Name of Work	Supply, Installation, Testing, and Commissioning of Grid Connected Rooftop Solar Power Plant of Capacity 40 kWp for ICAI Bhawan, SIRC Coimbatore Branch, Thudiyalur, Coimbatore along with Comprehensive Operations and Maintenance for One (1) Year.
2.	Cost of Tender Document	Rs. 1,000/- + 18% GST (Non-refundable) + Rs. 500/- for postage (if requested by post).
3.	Earnest Money Deposit	Rs. 18,000/- (Rupees Eighteen Thousand Only) in favour of 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 date of Letter of Intent/Work Order or handing over of site, whichever is later.
6.	Time of Completion	Fifteen (15) Days
7.	Signing of Contract Agreement	Within 10 days of issue of Letter of Intent/Work Order.
8.	Performance Security Deposit	5% of the contract amount in the form of Bank Guarantee in favour of Secretary, ICAI, payable at Coimbatore. Validity up to Defect Liability Period plus 90 Days.
9.	Release of Performance Security	Full performance security (5%) refunded after completion of Defect Liability Period plus ninety days.
10.	Mobilization Advance	10% of Contract price against BG equivalent to 110% of advance amount, valid till Completion Period. Recovered from 1st RA bill onwards @ 12.50%.
11.	Retention Money	5% of Contract Value, deducted @ 5% from each RA bill. 50% released within 30 days of completion certificate; balance with final bill.
12.	Running Account Bills	Maximum TWO bills per month. Bill value shall be more than Rs. 10 Lakhs.
13.	Payment of RA Bills	Within 21 working days from date of submission, if found in order.
14.	Final Bill	Contractor to submit final bill within 30 days of virtual completion certificate. PMC/Architect to certify in next 30 days. ICAI to release payment within next 30 days.
15.	Taxes and Duties	All Government taxes and duties such as GST, Sales Tax, Labour cess etc. to be included in the bid price.
16.	Freight, Insurance, Loading & Unloading	To be included in the bid price.
17.	Quantity Variation	Quantities 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.
18.	Escalation	No escalation shall be payable during the contract period whatsoever.
19.	Electricity & Water	Electricity, drinking water and water for construction to be arranged by CONTRACTOR at his own cost.
20.	Defect Liability Period	12 (Twelve) Months from date of issue of completion certificate by Architect/PMC.
21.	Liquidated Damages	0.5% of Contract Value per week of delay, subject to a maximum of 10% of Contract Value.
22.	DISCOM / Net Metering	Tamil Nadu Electricity Board (TNEB) – Contractor responsible for all NOC, approvals and grid connectivity.

Signature of the Authorized person: _____

Designation: _____

Date: _____

Name of the firm: _____ (Official Seal)

Address: _____

SECTION – VI: EVALUATION FORMATS

FORM 'A': DECLARATION CONFIRMING KNOWLEDGE ABOUT SITE CONDITIONS

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

Sub: Declaration confirming knowledge about Site Conditions at Thudiyalur, Coimbatore, Tamil Nadu – 641 034

Ref: Tender for Supply, Installation, Testing, and Commissioning of Grid Connected Rooftop Solar Power Plant of Capacity 40 kWp for ICAI Bhawan, SIRC Coimbatore Branch, Thudiyalur, Coimbatore along with Comprehensive Maintenance for 1 Year.

I/We, hereby declare and confirm that we have visited the Project Site at Thudiyalur, Coimbatore, Tamil Nadu – 641 034 and acquired full knowledge and information about the Site conditions, including rooftop structure, electrical infrastructure, and access routes.

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 the work as detailed in the proposal submitted by us.

Yours faithfully,

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

Date: _____

Place: Coimbatore

FORM 'B': FINANCIAL INFORMATION WITH SUPPORTING DOCUMENTS

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 (Copies to be attached).

Year	Profit/Loss (Rs.)	Turnover (Rs.)	Remarks
2020-21			
2021-22			
2022-23			
2023-24			
2024-25			

Financial arrangements for carrying out the proposed work: _____

Signature of Chartered Accountant with Seal & UDIN: _____

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

Date: _____

Place: Coimbatore

FORM 'C': DETAILS OF ALL SIMILAR WORKS COMPLETED DURING LAST FIVE YEARS (Ending 31st March 2025)

(To be printed on company's letter head)

S.No.	Past Experience – Solar Plant Installation & Commissioning (Completed)	Plant Capacity & Cost	Location / Client	Mode (CAPEX/RESCO)
1.	Rooftop			
2.	Rooftop			
3.	Ground Mounted / Others			
	Total Units Generated (kWh)			

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

Date: _____

Place: Coimbatore

FORM 'D': FORM OF BANKERS' CERTIFICATE FROM A SCHEDULED BANK

This is to certify that to the best of our knowledge and information that M/s./Sh.

_____ having marginally noted address, a customer of our bank, are/is respectable and can be treated as good for any engagement up to a limit of Rs. _____ (Rupees _____ only).

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

(Signature) For the Bank

NOTE:

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

FORM 'E': PERFORMANCE REPORT OF WORK REFERRED TO IN FORM C

Item	Details
1. Name of Work/Project & Location	
2. Agreement No.	
3. Estimated Cost (Rs.)	
4. Tendered Cost (Rs.)	
5. Date of Start	
6a. Stipulated Date of Completion	
6b. Actual Date of Completion	
7. Amount of Compensation levied for delayed completion, if any	
8. Amount of reduced rate items, if any	

9a. Quality of Work	Very Good / Good / Fair / Poor
9b. Financial Soundness	Very Good / Good / Fair / Poor
9c. Technical Proficiency	Very Good / Good / Fair / Poor
9d. Resourcefulness	Very Good / Good / Fair / Poor
9e. General Behavior	Very Good / Good / Fair / Poor

Dated: _____ Executive Engineer or Equivalent
For Client/Issuing Authority (Signature, Date & Seal)

FORM 'F': STATEMENT OF ARBITRATION AND DISPUTES

S.No.	Name of Work/Project & Location	Officer Contact Details	Client	Cost (Rs.)	Nature of Dispute	Status / Arbitration Award
1.						
2.						
3.						

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

Date: _____

Place: Coimbatore

SECTION – VII: FORM OF AGREEMENT (ARTICLES OF AGREEMENT)

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

BETWEEN

THE INSTITUTE OF CHARTERED ACCOUNTANTS OF INDIA, having its Head Office at 'ICAI Bhawan', P.O. Box No. 7100, Indraprastha Marg, New Delhi – 110 002, represented by its authorized officer CA. Survajith S Krishnan, Chairman, Coimbatore Branch of ICAI (HEREINAFTER referred to as 'ICAI') of the ONE PART;

AND

M/s. _____, represented by its authorized signatory _____, (HEREINAFTER referred to as "CONTRACTOR") of the OTHER PART.

WHEREAS

- A. The ICAI is desirous to install a Rooftop Solar Plant: Supply, Installation, Testing and Commissioning of Grid Connected Rooftop Solar Power Plant of Capacity 40 kWp for ICAI Bhawan, SIRC Coimbatore Branch, 44/45 Mettupalayam Road, Thudiyalur, Coimbatore – 641 034, along with One Year Operations and Maintenance (hereinafter referred to as 'Contract Work') as per Tender Document No. CBE/SOLAR/1/26-27 dated _____.
- B. The Contractor has inspected the site at Thudiyalur, Coimbatore, Tamil Nadu – 641 034 and its surroundings and has satisfied himself by careful examination before submitting his tender as to the nature of the site, local conditions, the quantities and magnitude of the work, the availability of labour and materials, the means of access to site, and the supply of power and water thereto.
- C. The tender documents shall form an integral part of the contract. In case of ambiguities, they shall take precedence in the order: (1) This Form of Agreement, (2) Letter of Intent/Work Order, (3) The Bid and Appendix, (4) Bill of Quantities, (5) Technical Specifications, (6) Tender Drawings, (7) Special Conditions of Contract, (8) General Conditions of Contract, (9) Form of Bank Guarantees.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. That in consideration of the payment of Rs. _____/- (Rupees _____ only) (the 'Contract Price'), the Contractor hereby covenants with the ICAI to duly provide, execute and complete the works and remedy any defects therein in conformity with all the provisions of the Contract.
2. That the contract work shall be completed within Fifteen (15) Days from the date of handing over the site to the Contractor or from the 10th day of receipt of the work order, whichever is later.
3. That the Contractor has furnished Performance Bank Guarantee No. _____ dated _____ for Rs. _____/- (5% of contract value), issued by _____ (Bank) with validity till _____ in favour of Secretary, ICAI, payable at Coimbatore.
4. That towards Retention Money, 5% of each running bill will be deducted. 50% of this Retention Money shall be paid back within 30 days of issuing certificate of completion; balance shall be released along with final bill.
5. That the Contractor shall have no right, title or interest in the site made available by ICAI for execution of the works.

WARRANTY

Solar modules shall be warranted by the manufacturer to be free from failures for a period not less than 10 years from the date of commissioning, covering defects due to manufacturing, material quality and non-conformity to specifications. The Bidder shall be responsible for any such repair or replacement during this 10-year period.

ARBITRATION

In the event of any dispute, the parties shall first try to resolve the same by mutual consultation within 15 days, failing which the same shall be referred to a sole arbitrator to be appointed mutually. The Arbitration and Conciliation Act, 1996 shall apply. Arbitration proceedings shall be held at Coimbatore in English.

JURISDICTION

Any dispute arising out of this Agreement shall be subject to the exclusive jurisdiction of the Courts at Coimbatore only.

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

For and on behalf of ICAI	For and on behalf of Contractor
Signature: _____ Name: CA. Survajith S Krishnan Designation: Chairman, Coimbatore Branch of ICAI Mobile No.: _____	Signature: _____ Name: _____ _____ Designation: _____ _____ Mobile No.: _____ _____

IN PRESENCE OF TWO WITNESSES

WITNESS 1	WITNESS 2
Signature: _____ Name: _____ _____ Designation: _____ _____ Address: _____ _____ Mobile No.: _____ _____	Signature: _____ Name: _____ _____ Designation: _____ _____ Address: _____ _____ Mobile No.: _____ _____

SECTION – VIII: FORM OF BANK GUARANTEES

APPENDIX – 1: BANK GUARANTEE IN LIEU OF EARNEST MONEY DEPOSIT

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

Bank Guarantee No.: _____

In consideration of The Institute of Chartered Accountants of India (ICAI), having its Head Office at 'ICAI Bhawan', Indraprastha Marg, New Delhi – 110 002, having issued bid documents for Supply, Installation, Testing, and Commissioning of Grid Connected Rooftop Solar Power Plant of Capacity 40 kWp for ICAI Bhawan, SIRC Coimbatore Branch, 44/45 Mettupalayam Road, Thudiyalur, Coimbatore along with Comprehensive Operations and Maintenance for One (1) Year, to _____ having their registered office at _____ (hereinafter called the Bidder), the Bidder is required to furnish a Bank Guarantee of Rs. 18,000/- (Rupees Eighteen Thousand Only) as Earnest Money Deposit.

We, _____ Bank, having our registered office at _____ and branch office at _____, hereby unconditionally and irrevocably undertake to pay to ICAI immediately upon receipt of the first written demand, any amount up to Rs. 18,000/- (Rupees Eighteen Thousand Only) without demur or reference to the Bidder.

We agree that no change or addition to the terms of the tender shall in any way release the Bank from any liability under this Guarantee.

This Guarantee is confirmed and irrevocable and shall remain valid up to _____ or such extended period as may be mutually agreed.

Unless a demand or claim under this Guarantee is made in writing on or before _____, the Bank shall be discharged from all liability.

For and on behalf of the Bank

Dated _____ day of _____ 2026

APPENDIX – 2: PROFORMA FOR BANK GUARANTEE FOR MOBILISATION ADVANCE

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

Dear Sir,

1. In consideration of ICAI having agreed under Contract No. _____ dated _____ made between ICAI and _____ (the Contractor) to make at the request of the Contractor a lump sum advance of Rs. _____ (10% of Contract Price) for utilizing it only for the purposes of the said Contract on his furnishing a guarantee acceptable to ICAI,
2. We, _____ Bank, having our registered office at _____, do hereby guarantee the recovery of the said advance and interest thereon. If the Contractor fails to utilize the said advance for the purposes of the said Contract, we hereby unconditionally and irrevocably undertake to pay ICAI on demand, without demur, the sum of Rs. _____.
3. This guarantee 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 of _____ 2026

APPENDIX – 3: BANK GUARANTEE FOR PERFORMANCE

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

Bank Guarantee No.: _____

In consideration of ICAI having agreed under Tender Ref. CBE/SOLAR/1/26-27 dated _____ and LOI dated _____ issued to M/s. _____ (the Contractor) in connection with the work of Supply, Installation, Testing, and Commissioning of Grid Connected Rooftop Solar Power Plant of Capacity 40 kWp for ICAI Bhawan, SIRC Coimbatore Branch, Thudiyalur, Coimbatore along with Comprehensive Operations and Maintenance for One (1) Year, to accept irrevocable Bank Guarantee for Rs. _____/- (5% of Contract Value) as Security Deposit.

1. We, the Bank do hereby guarantee and undertake to pay ICAI, on demand and without demur, any amount payable by the Contractor up to Rs. _____/- at any time up to _____, in case the Contractor fails to perform the said agreement.
2. ICAI's decision in regard to whether the Contractor has made any such default and the amount to which ICAI is entitled shall be conclusive, final and binding on us.
3. This guarantee shall hold and remain in full force during the period of the Contract and shall continue to be enforceable till all dues of ICAI have been fully paid. Unless a claim is made on us in writing on or before _____, we shall be discharged from all liability thereafter.

For and on behalf of the Bank

Signature: _____ Name: _____ Designation: _____

Dated _____ day of _____ 2026

APPENDIX – 4: PROFORMA OF UNDERTAKING / PERFORMANCE GUARANTEE FOR LATENT OR PATENT DEFECT

(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 – 110 002.

Sub: Supply, Installation, Testing, and Commissioning of Grid Connected Rooftop Solar Power Plant of Capacity 40 kWp for ICAI Bhawan, SIRC Coimbatore Branch, Thudiyalur, Coimbatore along with Comprehensive Operations and Maintenance for One (1) Year.

Ref: TENDER No. CBE/SOLAR/1/26-27 dated _____

We, the Contractor M/s. _____, pursuant to the acceptance of our bid vide letter no. _____ dated _____ by ICAI, hereby unequivocally accept that we shall be wholly and exclusively liable for any latent or patent defect(s) or deficiency as regards performance, connectivity, electricity generation etc. manifesting itself in the work executed for a period of TEN (10) YEARS from the date of expiry of the Defect Liability Period, and will rectify such defect(s) at our own cost.

In case any defect(s) is noticed during the Ten (10) Year guarantee period and we are unable/decline to remedy the said defect(s) within ONE (1) MONTH or such extended period as may be decided by ICAI, the

Employer shall be at liberty to get the defect(s) rectified through any other competent contractor and recover all cost/expenses (including interest @ 12%) from us.

All disputes arising out of or connected with this Undertaking shall be subject to the jurisdiction of Courts at Coimbatore only.

SIGNATURE: _____ COUNTERSIGNATURE: _____
WITNESS: _____
NAME: _____

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

SECTION – IX: TERRACE LAYOUT & SITE PLAN

Site plan and terrace layout for ICAI Bhawan, SIRC Coimbatore Branch, 44/45 Mettupalayam Road, Thudiyalur, Coimbatore – 641 034 (Approx. 2,000 Sq. Ft. available rooftop area) provided to bidders upon written request.