



**TENDER**

**FOR**

**Supply, Installation, Testing, and Commissioning of Grid Connected Roof Top Solar Power Plant of Capacity 30 KWp at ICAI Bhawan – Kollad situated at SIRC of ICAI, ICAI Bhawan, Kollad Kottayam along with Comprehensive Operations and Maintenance for One Year.**

**BOOK- I  
TECHNICAL BID**

Consultant: MS&J ASSOCIATES  
'A' GRADE ELECTRICAL  
CONTRACTORS, CA No.333  
CHANGANACHERRY,  
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**PROJECT INFORMATION**

Project : Supply, Installation, Testing, and Commissioning of Grid Connected Roof Top Solar Power Plant of Capacity 30 KWp for SIRC OF ICAI,ICAI BHAWAN KOLLAD,KOTTAYAM Branch Along with One Years Operations and Maintenance.

EMPLOYER : The Institute of Chartered Accountants of India, ICAI Bhawan, Post Box. No.7100, Indraprastha Marg, New Delhi- 110 002 Ph:011-30110469

Address of site : Kottayam Branch of SIRC of ICAI  
ICAI BHAWAN, Kollad P.O,Kottayam-686004.

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

Location of Site : Kottayam, Kollad, Kerala.

Existing Conditions : (To Be Verified by Contractor)

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**SECTION - I**  
**INVITATION TO BID**

**SECTION-I**  
**INVITATION TO BID**

Tender Ref. No.:ICAI/Solar Panel/Kottayam/2023/01

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 Contractor in respect of Supply, Installation and Commissioning of Grid Connected Roof Top Solar Power Plant for ICAI Bhawan Kollad, Kottayam. The duly filled in bids shall be received on or before **16.02.2024 Upto 03:00 P.M** at ICAI Bhawan, Kollad, Kottayam.

A complete set of Tender Documents may be obtained by any interested Bidder on submission of a written application to "Chairman, Kottayam Branch" and on payment of non-refundable tender fee of **Rs.1000/-** plus GST at the rate of 18% in the form of a Demand Draft in favor of "**The Secretary, The Institute of Chartered Accountants of India**", payable at New Delhi, on any working day from **27.01.2024 to 16.02.2024** 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 Bidder if the Tender Documents are requested by post.

Also, Tender document may be downloaded from ICAI's website **www.icai.org**. The Bidders downloading the Tender Document from website shall have to enclose non-refundable Demand Draft for **Rs.1000/-** plus GST@18% in favor of "**The Secretary, The Institute of Chartered Accountants of India**" payable at New Delhi, towards the cost of Tender Document along with tender, failing which, the tender shall be summarily rejected.

S. No.	Name of work	Approximate Available Roof top Area for Installation of Solar (Sq .Ft.)	Earnest Money Deposit (Rs.)	Time of Completion inclusive of rainy periods and holidays (months)
1.	Supply, Installation, Testing, and Commissioning of Grid Connected Roof Top Solar Power Plant of Capacity 30 KWP for the Kottayam branch of SIRC of ICAI, ICAI Bhawan, Kollad P.O, Kottayam Branch Along with One Years Operations And Maintenance.	3,000	40,000	01 (One)

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

**RELEVANT INFORMATION AT A GLANCE**

- A. Name of work: Supply, Installation, Testing, and Commissioning of Grid Connected Roof Top Solar Power Plant of Capacity **30 KWp** for ICAI Bhawan at ICAI Bhawan–Kottayam Branch of SIRC of ICAI, ICAI Bhawan, Kollad, P.O, Kottayam-686004 Along with Comprehensive Operations and Maintenance for One (1) Year.
- B. Address of Site: Kottayam Branch of SIRC of ICAI ICAI BHAWAN Kollad P.O Kottayam 689004
- C. Cost of Tender Documents: Non-refundable **Rs. 1000/-** plus GST @ 18% in form of Demand Draft favoring "Secretary, The Institute of Chartered Accountants of India, payable at New Delhi". An additional charge of **Rs. 500/-** for postage to be paid by the Bidder, if the tender documents are requested by post. ICAI would not be responsible for delays in post.
- D. Availability of Blank Tender document: Blank tender document may be downloaded from ICAI website on or before **16.02.2024 up to 15:00 hrs. from www.icai.org or www.sirc-icai.org or kottayam-icai.org**
- E. Address from where Tender document Can be obtained  
The Institute of Chartered Accountants of India, ICAI Bhawan, Kollad P.O Kottayam – 686004.  
Also, Tender document may be downloaded from ICAI web site [www.icai.org](http://www.icai.org) or [www.sirc-icai.org](http://www.sirc-icai.org) or [kottayam-icai.org](http://kottayam-icai.org)
- F. Pre-Bid Meeting will be held on: **08.02.2024 at 11:00 Hrs.** at ICAI Bhawan – Kollad, P.O, Kottayam-686004.
- G. Last Date & time of receipt of Tender: Bidders may send the bids at the address given below either by registered post/speed post /or may dropped in the designated tender Box so as to reach on or before **16.02.2024 up to 03:00 PM.**
- H. Place of submission of tender: The Institute of Chartered Accountants of India, ICAI Bhawan, Kollad P.O, Kottayam-686004

I. Date, time and place of opening of Envelope No.1 Technical Bid:

The Technical bids shall be opened on **16.02.2024 at 16:00 Hrs.** or on any other date & time as per the discretion of ICAI even if bidders are not present. In the event, the specified date of bid opening is declared as or happens to be a holiday for ICAI, the bid shall be opened on the next working day at the specified time at "The Institute of Chartered Accountants of India, ICAI Bhawan, Kollad P.O, Kottayam."

J. Date of opening of Financial bid:

After evaluating the 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 as notified even if bidders are not present. In the event, the specified date of bid opening is declared as or happens to be a holiday for ICAI, the bid shall be opened on the next working day at the specified time and location

K. Bid validity period:

The offer of the Contractor shall remain valid for a period of minimum 90 days from the last date of submission of the bids which can be extended further mutually by the parties. The Bid security accompanying the bid shall be valid for 30 days beyond the bid validity period.

L. Performance Security Deposit:

5% of the accepted tender project value to be deposited before starting of the work in the form of a Bank Guarantee.

M. Retention Money:

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

**Note: -**

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

**SECTION - II**  
**INSTRUCTIONS TO BIDDERS**



**SECTION - II**  
**INSTRUCTIONS TO BIDDERS**

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## SECTION - II

### GENERAL INSTRUCTIONS TO BIDDERS

#### 1. GENERAL INSTRUCTIONS

- 1.1 The Invitation to Bid shall form an integral part of the Contract.
- 1.2 The Bidders shall check the number of pages of all the documents and if they find anything missing or unclear, they must notify ICAI at once for clarification. No liability for errors in the tender resulting from failure to check the documents will be accepted. If any clarification, addition, alteration or amendments to the drawings or specification be necessary during the tender period, then it will be a part of the contract in the form of an addendum. Such an addendum must be clarified by the Bidder and those addendums will be a part of the tender document. The Bidder has to incorporate the entire addendum as and where applicable and the tender not incorporated with the addendum is liable to be rejected.
- 1.3 In the event of the Bidder not submitting the tender for the work, the blank Tender document together with all the enclosures must be returned immediately.
- 1.4 The Bidders must understand that the proposed capacity of Solar Panel is not final/actual to be executed. The actual Solar Capacity may vary, the Bidder must quote for per KWP unit Price. The capacity & other supplementary items are only estimated quantities. These quantities are liable to alteration, omission, deletion or addition at the discretion of the Architect/ ICAI without affecting the terms of the contract. Nothing extra will be paid on this account.
- 1.5 Before tendering, in the pre-bid meeting, the Bidder shall satisfy himself fully regarding the nature of the work and get required clarifications from the ICAI. No plea with respect to want of information or clarification on any particular point shall be entertained after the tender has been received.
- 1.6 Each page of the tender document is required to be duly signed, stamped and dated by the Bidder's authorized representative.
  - (i) If the tender has to be submitted by a Partnership firm/Limited Liability Partnership (LLP), it should be signed by all the partners or by the partner who has the necessary authority on behalf of the firm/LLP to enter into the contract and the tender document shall be submitted along with such power of attorney.
  - (ii) If the tender has to be signed on behalf of a company incorporated under the Companies Act, 1956 or Companies Act, 2013 it shall be signed by the Managing Director or one of the Directors duly authorized in this behalf, by resolution of Board of Directors of the Company. A copy of the Memorandum and Articles of Association of the company besides the Board resolution should also be submitted along with the tender.
- 1.7 The signature and the address of the authorized person signing the tender document must be attested by one witness. The witness must be a person of status and propriety. His name, occupation, Mobile number and address should be stated clearly below his signature.
- 1.8 Along with the submission of tender, the Bidder shall indicate the name(s) of the authorized representative who would be responsible and authorized to discuss, negotiate and provide clarification and receive instruction from the Architect/ ICAI during and the post tender stage.
- 1.9 All parts of Tender documents including drawings, formats, addendums etc., should be submitted duly signed and stamped.
- 1.10 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.
  - (iv) Arithmetical errors in filling the rate and amount will be incorporated as follows:
    - a. While filling the rates, the rate in words will supersede the numerical rate.
    - b. Totaling of amount will be corrected clearly on the basis of arithmetical rules.
    - c. In case of error in totaling, rate given in words will prevail and tender value will be corrected accordingly.
- 1.11 Bidders should not make any alteration in the Tender document including Instructions to Bidders, the Conditions of Contract, the Drawings, Specifications and Quantities. If at any stage, it is found that alterations (s) are made, the tender shall be liable to be rejected and EMD shall be forfeited.
- 1.12 Request For Information  
No oral request will be entertained; however, information will be given on written requests over following:
  - (i) Ambiguity / Clarification in conditions, specifications, drawings, Bill of Quantities, site etc.
  - (ii) Regarding items of work which are included in the tender and / or regarding items of works which Bidder considers shall be included to complete the work in all respect.

- 1.13 Within Ten (10) days of issue of Letter of Intent/ Work Order by the ICAI, the Bidder shall sign the necessary agreement on a stamp paper of the requisite value.
- 1.14 The date of start of work shall be assumed as Ten (10) days after the date of issue of Letter of Intent/ Work Order, or handing over of the site, whichever is later. Within this period the CONTRACTOR must hand over a Non-Judicial Stamp Paper of the specified value to execute the agreement, to the representative of the ICAI.
- 1.15 The CONTRACTOR is bound by the rates. No revision in rates will be allowed due to variation, alteration, omissions, and modifications of the System Capacity.
- 1.16 If the Contractor fails to quote rate for any particular item in the Price Bid (Book – 3), the rate for that particular item will be treated as zero and contractor shall be liable to execute that item at zero rate, for a quantity limited up to the quantity given in the tender.
- 1.17 If the contractor quotes different rates for the same item at different places, then the lowest rate will be considered for all the purposes.
- 1.18 The quoted rates shall be for all heights, lifts, leads and depth except where otherwise specified in the item of work. Quoted rates shall include all materials & provision of all scaffolding, hoists, tools and tackles and other plants, shuttering profiles and all other equipment/materials required for proper execution of the work.
- 1.19 The rates quoted by the Bidder shall cover the cost of all loading, transporting to site, unloading, sorting under covers as required, assembling, or joining the several parts together as necessary and incorporating or fixing materials in the work including all preparatory work or whatsoever description as may be required and of closing, preparing, loading, returning empty cases of containers to the place of issue.
- 1.20 The Rates shall be inclusive of all taxes, service tax, octroi, toll, sales tax, professional tax, works contract tax, labor cess, labor insurance, royalties, GST or any other new taxes or levies etc. and shall be payable by the CONTRACTOR. The ICAI will not entertain any claim whatsoever in this respect.
- 1.21 No Labor hutments will be allowed at site.
- 1.22 The Bidder shall inspect the site to acquaint himself with the nature of work, local conditions, facilities of transport conditions, effective labor and materials, access and storage for materials and removal of rubbish etc. The Bidder shall provide in the tender for the cost of carriage freight and other charges and also for any special difficulties for proper execution of work, before quoting his rates.
- 1.23 The validity of the Tender shall be for a period of **Ninety (90) days** from the last date of submission of bids, which can be extended further mutually by the parties.
- 1.24 The successful Bidder shall submit a detailed Completion Schedule / Program in the form of Microsoft Project chart identifying the important milestones/ activities involved and working out the resource planning/scheduling for main items, within Ten days of issue of Letter of Intent/ Work Order, which with modifications if any, by the ICAI, shall form part of the agreement and shall be adhered to for final and satisfactory completion of entire work within the agreed time frame.
- 1.25 The CONTRACTOR shall follow the detailed program for all the items of the work and such program will be part of the contract and shall be binding on the CONTRACTOR. The program may be modified by the ICAI, in consultation with the CONTRACTOR, but subject to the time limits specified in the tender.
- 1.26 Any /part of the works shall not be sub-let to a third party without the prior written approval of the ICAI/ Architect/ PMC.
- 1.27 The Bidder, if firm/LLP or company, shall in its forwarding letter mention the names of all the partners of the firm/LLP or the Directors of the company (as the case may be) and the name of the partner/Director who holds the power of attorney authorizing him to conduct transaction on behalf of the firm or company.
- 1.28 In the event of tender opening day happens to be a holiday then the bids shall be opened on next working day at the same time and venue.
- 1.29 No interest shall be payable on Security Deposits/Retention, Performance bank Guarantee or on any delayed payments, if any, at any stage.
- 1.30 The cost/expenses incurred in preparing & submission of this Tender shall be exclusively borne by the Bidders only.
- 1.31 The Bidders are advised to note that this is a "Prestigious Project" of the ICAI and has to be executed in accordance with the details given in the Tender Documents.
- 1.32 The details, information, drawings, specification of material etc. being provided with the tender documents are the absolute and exclusive property of the ICAI. The Bidders are not authorized or permitted to copy or otherwise reproduce the document in any way or convey to any third party any information contained in the tender documents or drawings. The Bidder has to maintain strict confidentiality.
- 1.33 The Bidder is required to keep all the information/details/drawings/material specification highly confidential and has to maintain secrecy.
- 1.34 No material shall be provided by ICAI and all the items in BOQs are inclusive of 'Providing and fixing/ laying the specific items' even if it is not specified so in any description.
- 1.35 Bidders are requested to fill in rates and amounts by hand both in figures as well as in words and submit hard copies of BOQs.

- 1.36 Architect/ICAI has the right to inspect or make assessment report which would be binding to the Bidder. This assessment is necessary for qualifying for the technical bid.
- 1.37 Architect/ICAI may inspect the sites if necessary.
- 1.38 The assessment made by ICAI cannot be challenged by the bidding parties/disqualified bidders in any form including any court or forum.

## 2. ELIGIBILITY CRITERIA:

This invitation to response unconditionally is open to such qualified and reputed Contractor which are registered and have their Registered Office in Kerala and NCR along with the General Eligibility criteria, the Contractors must satisfy the following conditions:

Experience of having successfully completed works during the last 5 years ending 31<sup>st</sup> March 2023:

- i) One similar work of value not less than Rs.40 Lakhs

OR

Two similar works of value not less than Rs.30 Lakhs

OR

Three similar works of value not less than Rs.25 Lakhs

- ii) The Tenderer shall have at least completed one work of similar nature costing not less than Rs.25 Lakhs with any Central Government Department/State Government Department/Central Autonomous Body/ Central Public Sector undertaking/State Public Sector undertaking/ Govt. Bank/ Govt. Insurance Company/ Govt. Educational Institution/ Govt. College/ Govt. University/any Semi-Govt. Authority/LLP.
- iii) Turnover Criteria: The Minimum Average Annual Turnover (MAAT) of the bidder in the last three financial years (i.e., FY 2020-21, 2021-22, & 2022-23) should be INR 30,00,000/- (Indian Rupees Thirty lakhs only). A summarized sheet of average turnover, certified by a practicing Chartered Accountant/Statutory Auditor should be compulsorily enclosed along with corresponding annual accounts.
- iv) Profit/loss: The Tenderer should not have incurred any loss for more than two years during the immediate last five consecutive financial years i.e., up to 31<sup>st</sup> March,2023. The Audited balance sheets for last five financial years ending on 31st March 2023 is to be provided duly certified by the Chartered Accountant with his UDIN along with the submission of tender.
- v) Solvency Certificate: Solvency certificate from Bankers/Auditor for an amount which is more than or equal to Rs.25 Lakhs.
- vi) Joint ventures/Consortium shall not be allowed to participate in the bidding process.
- vii) In addition to the above, the following information/documents should also be submitted along with the bid by the Bidders for evaluation/determination of their eligibility:
1. Copy of Income Tax Returns for last three previous financial years in original or certified true copies,
  2. Copy of Permanent Account Number (PAN) for income tax purposes.
  3. Copy of TDS certificate issued by the clients to substantiate the claim for the value of works executed in the private sector.
  4. The Bidder/Bidder should preferably be registered with, MES/CPWD/any other Central/State government agency, if any. Accordingly, Certificate as a registered Contractor with the, MES/CPWD/any other central/state government agency, if any.
  5. Documentary evidence of having independent PF Code number from Regional Provident Fund Commissioner.
  6. GST Registration certificate.
  7. ESI Registration.
  8. Proof of compliance of other statutory requirements.
  9. Certificate of incorporation of the firm (Company Act/ Partnership etc.).
  10. Power of attorney in favor of partner submitting the tender, in case of partnership firm
  11. Copy of audited Balance Sheets along with Profit and Loss Accounts duly certified by the Chartered Accountant for the last five Financial Year ending upto March 2023.
  12. Resolution of Board of Directors of the Company, signed by MD/ Director/ Key Managerial Person/ Officer of the company).
  13. The Bidder to submit address, phone no. and name of contact person of the qualifying works fulfilling the above. It would also include coloured photographs of the above works.
  14. Any other relevant document(s), if any.
- viii) Even though the Bidder meets the specified criteria, he may be disqualified if he has:
- a. Made untrue or false declaration in the forms, statements and attachments submitted in proof of

- their qualification and / or
- b. Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, poor workmanship or financial failure, and a number of litigations or Arbitrations by or against him, etc.
  - c. If the Bidder is overbooked beyond his capacity to execute the work as per required schedules.

### 3. EARNEST MONEY DEPOSIT (EMD):

- a. Earnest money deposit shall be submitted along with the tender of **Rs.40,000.00 (Rupees Forty Thousand Only)** 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 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 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 in the form of Irrevocable Bank Guarantee issued by a Nationalized/schedule/ Scheduled Commercial Bank in favour of the Secretary, the Institute of Chartered Accountants of India. If the successful Bidder does not pay the Performance Security Deposit in the prescribed time limit and does not execute the Agreement, his earnest money deposit will be forfeited by ICAI.
- d. No interest would be paid by ICAI on Earnest Money Deposit/ Performance Security Deposit. The EMD may be forfeited if the Bidder withdraws/revokes/modifies his bid during the period of bid validity. EMD may be forfeited in the following conditions also:

The EMD may be forfeited if:

- i. The Bidder unilaterally modifies its application price any time after submission of Bid and after being declared as successful bidder.
- ii. The Bidder withdraws its/ his offer during the tender validity period or non- acceptance of Letter of Intent/ work order by the successful Bidder.
- iii. The Bidder fails to furnish performance guarantee/ performance security/ security deposit within 10 days from the issuance of award of the work/ Letter of Intent/ Work Order.
- iv. The Successful bidder refuses/fails to commence the work within the stipulated time.
- v. The successful bidder refuses/ fails to execute the Agreement or furnish the Performance Security/ Guarantee.
- vi. The Bidder founds to be indulged in Canvassing, Fraud, Corruption, Misrepresentation, Mal Practices etc. in any form in connection with the tender.
- vii. The Bidder founds to be suppressing the information or furnishing wrong or incomplete information.
- viii. Bidder fails to keep all the information/ details /drawings /material specification confidential and fails to maintain secrecy.
- ix. The successful bidder fails to honour or refuses to comply with or modifies any or all terms and conditions of the RFP/ tender.
- x. The successful bidder fails to handover the Insurance Policy in original to ICAI within 10 days from the date of Letter of Intent/ Work Order.
- xi. If the successful bidder places any additional condition or request to change any of the terms and conditions of the Tender document subsequent to declaration of L-1 bidder at the time of accepting Letter of Intent/Work order or thereafter at any stage.

### 4. TENDERING PROCEDURE: -

#### 4.1. ISSUE OF TENDER FORMS:

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

**The Institute of Chartered Accountants of India, Kottayam (SIRC)  
ICAI Bhawan, Kollad P.O Kottayam 686004**

**The same may also be downloaded from the ICAI website <https://www.icai.org/>  
Regional Office: <https://www.sirc-icai.org> Branch: <https://kottayam-icai.org>**

**4.2 PRE-BID MEETING:**

1. Bidders or their representatives are advised to attend pre bid meeting on **08.02.2024 at 11.00 Hrs. at The Institute of Chartered Accountants of India, ICAI Bhawan, Kollad P.O Kottayam 686004**

The purpose of the meeting is to clarify any issues and to answer questions on any matter that may be raised at this stage. The Bidders are requested to submit questions/queries in writing or through email to reach ICAI not later than **03.02.2024 up to 11.00 AM**. Email Id for this communication is, **kottayam@icai.org**

2. The reply to the queries/ questions of Bidders will be given by ICAI during pre-bid meeting and will be compiled and hosted on the website after pre-bid meeting. This clarification referred to as addendum/ corrigendum shall form part of the tender documents which shall also be common and applicable to all Bidders.
3. The tender submitted by Bidder shall be based on the addendum/corrigendum (if any) by the ICAI and this tender shall be un-conditional. Conditional Tenders shall be summarily rejected.

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

1. The bidder shall submit the tender and documents in two sealed envelopes as below, which will be acceptable through registered post/ speed post/ courier/ or may be dropped in a designated Tender Box at ICAI Bhawan, Kollad P.O Kottayam.
2. The Bidder shall sign and put the seal of his firm on each page on 'Technical Specifications', 'Technical Bid' and 'Price Bid' while submitting the bids.

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

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

1. Earnest Money Deposit (Bid security)
2. Tender fee if the tender is downloaded from the website.
3. Certificate of incorporation of the Company/firm (Company Act/ Partnership/ Limited Liability Partnership etc.)
4. Registration certificate of GST.
5. PF Registration Certificate from Regional PF Commissioner
6. Registration certificate of ESI
7. PAN Card
8. Registration certificate of WCT
9. Registration certificate of Service Tax
10. Certificate as a registered Contractor with the MES/CPWD/any other central/state government agency, if any.
11. Resolution of Board of Directors of the Company, if bid is signed by MD/ Director/Key Managerial Person/ Officer of the company).
12. Power of attorney as applicable
13. Form A – Declaration confirming knowledge about site conditions.
14. Form B – Financial Information with supporting documentation.
15. Form C – Details of all similar works completed during the last five years.
16. Form D - Form of Bankers Certificate from a Scheduled Bank.
17. Form E - Performance Report of work referred to in Forms C
18. Form F - Details of Statement of Arbitration & Disputes
19. Income tax return for the last five financial years
20. Tender Form i.e. Technical Bid & Technical Specification Book along with Appendix duly signed and sealed, on the letter head of Bidder.
21. Original bidding document including drawings, corrigendum/ addendum and all other documents duly signed & sealed.
22. The contractor to submit address, phone no. and name of contact person of the qualifying works fulfilling the above. It would also include coloured photographs of the above works.

**4.3.2 ENVELOPE NO.2 (PRICE BID):**

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

**4.3.3 SUBMISSION OF TENDERS:**

- 1 The sealed Envelope No .1 (Technical Bid) and Envelope No. 2 (Price Bid) should be sealed by the Bidder in separate covers duly superscribed and shall be again put together in one common cover and sealed. This sealed cover shall be marked on left hand top corner as **"Supply, Installation, Testing, and Commissioning of Grid Connected Roof Top Solar Power Plant of Capacity 30 KWp at ICAI Bhawan – Kollad P.O Kottayam-686004 along with Comprehensive Operations and Maintenance for One (1) Year."**
- 2 The full name and address of the Bidder/ name of the authorized person delivering the sealed cover containing the tender shall be written on the bottom left corner. The sealed envelopes marked as above shall be enclosed in another cover properly addressed and shall be sent by Registered Post Acknowledgement Due/ Speed Post or by Courier or by hand delivery. The date and time of receipt of an envelope containing tender shall strictly apply in all cases. The Bidders should ensure that their tender is received by ICAI before the expiry of last date and time for submission of tenders.
- 3 No delays on account of any cause will be entertained for the late receipt of tender. Tenders received later than the specified deadline for submission of the bids as prescribed in relevant clauses shall be returned to the Bidder unopened. The bids shall not be accepted through Fax or Email.

**4.4 OPENING OF TENDERS:**

The issue of tender document shall not automatically mean that the Bidders are considered qualified. The tender committee shall evaluate the qualifying requirements of each Bidder as per Invitation to Bid. Bids not meeting the qualified requirement shall be treated as non-responsive and Price Bid of unqualified bidder will be returned to the concerned Bidder without opening.

The bids shall be opened on the date specified in the tender notice.

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

**4.4.1 ENVELOPE NO.1 (TECHNICAL BID):**

- 1 First of all, Envelope No. 1 i.e., Technical Bid shall be opened in the presence of Bidder/its representative who would like to attend at the time and venue of opening to verify its contents as per tender requirements. If the documents contained in this envelope do not meet the requirements of the ICAI, a note will be recorded accordingly by the tender opening authority and the said Bidder's Envelope No. 2(Price Bid) will not be considered for further action.
- 2 The date of opening of Envelope No.2 (Price Bid) shall be decided and communicated well in advance to all the Bidders whose credentials meet qualifying requirement as per Invitation to Bid and are acceptable to ICAI.

**4.4.2 ENVELOPE NO. 2 (PRICE BID):**

- 1 Price bids of only those Bidders, whose technical capability is found acceptable /satisfactory and suitable for this work based on the details submitted in Envelope No.1, will be opened.
- 2 To assist in the examination, evaluation, and comparison of bids, ICAI may ask the Bidders individually for clarifications on their bids including breakdown of unit rates. The request for the clarification and response shall be in writing or by fax or by email, but no change in the price or substance of the bid shall be sought, offered or permitted except as required to confirm the correction of arithmetic errors discovered by ICAI during evaluation of bids.
- 3 The bids determined to be substantially responsive will be checked by ICAI for any arithmetic errors in computation. Errors will be corrected as follows:
  - i) Where there is discrepancy between the unit rates and amounts in figures and in words, the rate and amount in words shall prevail and.
  - ii) Where there is discrepancy between the unit rate and total amount derived from multiplication of the unit rate and the quantity, the unit rate as quoted shall govern.
- 4 The successful Bidder will be required to produce to the satisfaction of the specified concerned authority, a valid and concurrent license issued in his favor under provision of the Contract Labour (Regulation and Abolition) Act, 1970 and the Contract Labour (Regulation and Abolition) Central Rules 1971, before starting the work. On failure to do so, the acceptance of the tender is liable to be withdrawn and forfeiture of earnest money.
- 5 The Bidder whose tender is accepted will have to give an undertaking to the effect that he/they will pay the labours engaged on the work, the wages as per Minimum Wages Act, 1948 and any latest modification thereof, applied to the zone in which the work lies and act accordingly.
- 6 The Contractor shall comply with the provision of the payment of Wages Act, 1936, Minimum Wages Act

1948, Employers Liability Act 1938, Employees' Compensation Act, 1923, the Contract Labour (Regulation and Abolition) Act, 1970, and any latest modification thereof or any other applicable law relating thereto, and rules made thereunder from time to time.

- 7 The successful Bidder will have to sign the Agreement on Rs.100 non-judicial stamp paper within 10 days of such communication from ICAI. The Bidder will have to sign the original copy of tender papers and the drawings according to which the work is to be carried out. The Contractor shall also have to give a declaration to the effect that he has fully studied the plans, specifications, local conditions and availability of labor and materials and that he has quoted his rates with the consideration to all these factors and that he will not make any subsequent claims on these accounts.

#### **5. PERFORMANCE SECURITY DEPOSIT /BANK GURANTEE: -**

1. Within 10 days of the receipt of the communication of the award of the contract from ICAI, the successful Bidder shall have to furnish Performance Security Deposit (5 % of the contract amount, to be submitted before signing agreement) in favor of the Secretary, ICAI, payable at New Delhi in the form of a bank guarantee issued by a Nationalized/schedule/scheduled bank strictly in the format provided by ICAI, and complete the Contract documents, failing to do so, his earnest money deposit shall be forfeited. The bank guarantee shall be valid for the entire period of the contract including the defect liability period (i.e., 12 months) plus ninety days. The validity of the bank guarantee should be suitably extended by the Contractor in the event of extension of time of the contract.
2. All compensations or other sums payable by the Contractor under the terms of this Contract or any other Contract or any account may be deducted from his Performance Security Deposit/Bank Guarantee,, Retention Money or from any sums which may be due to him or may become due to him by ICAI on any account and in the event of the security being reduced by reason of any such above noted deductions, the Contractor shall within 10 days of receipt of notice of demand from the Architect/ICAI make good the deficit.
3. No interest shall be paid on the Performance Security Deposit/Bank Guarantee.
4. 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 Deposit/Bank Guarantee.
5. This Performance Security Deposit 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.
6. Running Account bills will be paid after verification by the Architect, in 21(twenty-one) days from the date of submission of bill, 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 of a certificate of completion by the Architect and the balance of the Retention money shall be released along with the final bill.

#### **7. CHECK LIST TO BE SUBMITTED BY BIDDER ALONG WITH THEIR BID**

<b>S. No.</b>	<b>Item</b>	<b>Submitted Yes/ No</b>	
01	Tender Form along with Appendix duly signed and sealed, on the letter head of Bidder.		
02	Earnest Money Deposit submitted (Bid security)		
03	Tender fee submitted if the tender is downloaded from the 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 and all other documents duly signed& sealed		
06	Registration certificate of GST		
07	PF Registration Certificate		



08	Registration certificate of ESI		
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/ Key Managerial Person/ Officer of the company).		
14	Certificate of completion of works from clients for works completed in same name and style.		
15	Copy of work order for work in hand, in same name and style.		
16	Solvency certificate for current year		
17	Certificate as a registered Contractor with the 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**

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

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## 1. **INTERPRETATIONS**

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

- |  |   |
|--|---|
| a. EMPLOYER/ICAI   | Shall mean "The Institute of Chartered Accountants of India, New Delhi" and shall include their representative/s assignees or successor/s.  |
| b. BIDDER/ TENDERER  | Bidder shall be the firm/ company/LLP/individual who submits 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 a foresaid 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, the Articles of Agreement, the Appendix, the Schedule of Quantities, Specifications, addendum, corrigendum and the drawings pertaining to the work.  |
| h. NOTICE INWRITING  | 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 Presidency Towns Insolvency Act or any applicable Act.   |
| 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 calendar month to the end of the preceding date of the next calendar month.  |
| n. WEEK  | Week shall mean seven consecutive days including holidays in between.   |
| o. AWARD   | Award shall mean the written acceptance of the bid by the Employer  |

- p. DAY Day means a day of twenty-four hours from midnight to midnight irrespective of no. of hours worked in that day.
- q. WORKING DAY Working Day means any day other than that prescribed by the Negotiable Instruments Act 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. CONSTRUCTIONPLANT Constructional Plant shall mean all appliances or things of whatsoever nature required in or about the execution and maintenance of the Works but does not include the materials or other things required /intended to form or forming part of the Works.
- s. PERFORMANCE SECURITY/BANK GURANTEE Performance Security shall mean the amount pledged with the ICAI/ Employer while signing the agreement 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.

### 1.1 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 EMPLOYER and the Contractor or their accredited representative. The original shall be kept in the safe custody of the EMPLOYER and the duplicate copy shall be handed over to the Contractor. One certified true copy of the Contract shall remain in the custody of the Architect.
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 EMPLOYER/ARCHITECT, or his representative shall at all reasonable times have access to the same.

### 1.2 SCOPE OF WORK: -

1. Design, Supply, Erection, Testing, Installation and Commissioning of Rooftop Grid connected SPV solar Power Plant including Comprehensive Maintenance for a period of 1 Year from date of Commissioning of the system including supply of Bi-Directional Meter complete in all respect upto the entire satisfaction of Engineer- in- Charge of the work. 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 maintenance (O&M) of the project for a period of Five years after commissioning.
3. 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 DISCOM. ICAI would facilitate connectivity & providing documents; however, the entire responsibility lies with CONTRACTOR only.
4. 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.
5. 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.
6. 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.icai.org](http://www.icai.org).
7. 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.

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.

8. The Bidder shall clearly indicate the safety guidelines for installation and operation of solar PV generation plants suggested by MNRE and other related agencies.
9. 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.
10. The plant shall be designed, engineered, manufactured, supplied, installed, tested and performance of the equipment shall be as per the latest IEC/Indian Standards.
11. Bidder shall be responsible to provide free comprehensive maintenance of the SPV power plant for One year 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.
12. 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
  - (iv) 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.
13. Obtain all necessary approvals for the legal use of the plant, including net metering facility.
14. 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.
15. 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.
16. Bidder shall ensure removal of the excess material, debris etc. from the site within 07 days from the completion of the work.
17. 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 a foresaid work in accordance with good Engineering practice and recognized principles.
18. 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.
19. 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.

### **1.3 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 the 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. 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.

#### **1.4 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 (10)** days from the date of issue of this letter.

#### **1.5 DATE OF COMMENCEMENT AND COMPLETION: -**

The Contractor shall be allowed admittance to the site on 'Date of Commencement' which will be **Seven (07)** 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. two Months from tenth day of date of issue of LOI to the Bidder' subject, nevertheless, to the provision for extension of time contained hereinafter.

#### **1.6 MOBILISATION ADVANCE**

- a) ICAI, if requested for, will make an advance loan to the Contractor for the costs of mobilization in respect of the works in a lump sum amount equivalent to 10% of the Contract price against submission of Bank Guarantee against 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 Indian 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.
  - iv) This advance shall be paid in two instalments as follows:
    - 1) First Instalment of fifty (50%) percent of total mobilization advance will be paid after the agreement is signed and submission of CAR (Contractors All Risk) policy.
    - 2) 2nd instalment of fifty (50%) percent of total mobilization advance will be paid on commencement of execution of works and after the contractor has fully mobilized the work at site as certified by the Architect.
- b) Unless otherwise agreed, the advance loan shall be repaid with proportionate percentage deductions from the interim payments certified by the PMC/ Architect under the Contract. Recovery shall be made for the mobilization advance paid starting from the first interim RA Bill @ 12.50 % of the gross value of work done for the contract, until such time as the loan has been fully repaid.

#### **1.7 PERFORMANCE SECURITY**

Within 10 days from the date of Letter of Intent/ Work Order, the successful Bidder shall furnish a Performance Security for an amount of 5 % (five percent) of the Contract Value (to be submitted before signing agreement) in favor of Secretary, ICAI, payable at Delhi in the form of Bank Guarantee, the validity of which will be up to Defect Liability Period plus 90 Days. Failure of the successful Bidder to comply with this requirement shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security. The Security Deposit should be suitably extended in the event of extension of time of the contract.

In the event of an increase in the contract cost, in actual execution, proportionate additional performance security shall be provided by the contractor or recovered from the subsequent payment due to the contractor. The validity of bank guarantee shall be suitably extended in the event of extension of time of the contract.

In case the Contractor fails to submit the Security Deposit and/ or Bank Guarantee of the requisite amount within the stipulated period or extended period, the Letter of Intent or Work Order will stand withdrawn automatically and EMD of the contractor shall be forfeited.

#### **1.8 FORFEITURE OF BANK GUARANTEE, RETENTION MONEY & SECURITY DEPOSIT**

The Security Deposit, Bank Guarantee and Retention Money shall be liable to be forfeited by the Institute at its discretion in the event the Contractor is deemed to be in default or the event of any breach of contract on the part of the Contractor or if the Contractor fails to perform or observe any of the conditions of the contract.

In addition to other provisions and conditions mentioned herein, Security Deposit/Bank Guarantee/ Retention Money, shall be liable to be forfeited in following conditions also:

- a) The Bidder/ Contractor modifies its application price any time after being declared as successful bidder.
- b) The successful bidder/ Contractor withdraws its/ his offer during the period of the Agreement.



- c) The successful bidder/ Contractor refuses/ fails to execute the Work awarded to him/ it.
- d) The successful bidder/ Contractor fails to perform the work to the satisfaction of the ICAI.
- e) The Bidder/ Contractor founds to be indulged in Canvassing in any form in connection with RFP/ tender.
- f) The Bidder/ Contractor founds to be suppressing the information or furnishing wrong information or making misstatements.
- g) The successful bidder/ Contractor fails to honour or refuses to comply with or modifies any or all terms and conditions of the Tender and/ or Agreement at any stage including after declaring L-1 Bidder.
- h) The contractor fails to make good the deficit of Security Deposit within 10 days of the notice of demand.
- i) Contractor fails to pay the Liquidated damages within stipulated time as provided in the Agreement.
- j) Successful Bidder/ Contractor fails to keep all the information/ details /drawings /material specification confidential and fails to maintain secrecy.
- k) The successful Bidder/ Contractor, in violation of the provisions of the Tender and ensuing Agreement and/ or without prior written consent of the Client/ Owner, sub- let the Contract.
- l) The successful bidder/ Contractor fails to handover the Insurance Policy including renewed Insurance Policy in original.
- m) Unless extended by the ICAI in writing, on failure 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.

### **1.9 APPORTIONMENT AND SUB-LETTING: -**

The whole of the works included in the contract shall be executed by the main CONTRACTOR and as per **LIST OF SPECIALISED AGENCIES**. They shall not directly or indirectly transfer, assign or further sublet the contract or any part thereof or interest therein without the written consent of 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 directly to the sub-contractor subject to debit the same amount from the payment of main contractor.

### **1.10 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 subcontractors 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.

### **1.11 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 1.32 & 1.33.
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 subcontractors 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.

#### **1.12 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.

#### **1.13 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.

**1.14 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.

**1.15 WORKING HOURS: -**

The CONTRACTOR shall work normally only during the 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.

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

**1.17 RIGHT OF INSPECTION: -**

The ICAI, 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 .

**1.18 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.

**1.19 TESTING MATERIALS: -**

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

**1.20 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 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.

**1.21 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.

**1.22 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.

**1.23 EXTRA HOURS OF WORKING: -**

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

In case the Contractor carries out Installation work in the night hours (beyond 20.00 hrs.) or listed holidays & week offs, then CONTRACTOR shall arrange for to and from travelling and food for his workers and other staff, safety and security for Project site staff deployed for supervision at his own cost.

**1.24 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 bylaw 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.

**1.25 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.

**1.26 EQUIPMENT AND TRANSPORT: -**

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

**1.27 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 who may verify his qualification and experience by referring original degree which shall be made available by the CONTRACTOR, or the individual employed or proposed to be employed.
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.

**1.28 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.

**1.29 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.

**1.30 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.

**1.31 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.

**1.32 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. The removal and/or re-execution of any works executed by the Contractor.
- ii. The opening up for inspection of handy work covered up.
- iii. The amending and making good of any defects.

**1.33 VARIATIONS: -**

No alteration, omission or variation shall vitiate this contract. In case the Architect or ICAI thinks proper, at any time during the progress of the works, to make any alterations in or omission from the works or any alteration in the kind or quality of the materials to be issued therein, the Architect, with approval of ICAI, shall give notice thereof in writing well in advance under his hand to the CONTRACTOR and the CONTRACTOR shall carry out such alteration, addition or omissions as the case may require, in accordance with such notice. The value of such extra alteration, addition or omissions shall in all cases be determined by the ICAI in accordance with the provisions of Clause 1.34 hereof and the same shall be added to or deducted from the Contract amount.

**1.34 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.

**1.35 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.

**1.36 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.

**1.37 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.

### **1.38 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 as mentioned in Clause 1.39 shall commence from the date certified by the Architect as date of completion.

### **1.39 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.

### **1.40 DEFECTS LIABILITY PERIOD: -**

- 1 a) Defects Liability Period shall be **twelve (12) calendar months** after actual completion of the works as certified under clause 1.37. Any defects in material or workmanship observed in the entire work during execution or work or within Defects Liability Period, shall be notified in writing by the Architect or ICAI to the Contractor and shall be rectified by him at his own cost within time as specified by Architect/ICAI.
- 1 b) To facilitate prompt attention to the defects, the CONTRACTOR shall employ a team of tradesmen like Masons, Plasterers, Carpenters, Plumbers, Fitters and Labors covering all trades along with necessary materials and spares. A supervisor will also be available along with the maintenance team to take instructions from Architect/ICAI. The maintenance team will be available throughout the defect's liability period. The composition of the tradesmen will vary according to the nature of recurring defects noticed in the buildings. In case of default, the Architect/ICAI may employ any other person to rectify or make good such defects. All expense consequent thereon or incidental thereto shall be borne by the Contractor and shall be recoverable from him by the EMPLOYER and shall be deducted from RA bills or Retention Money or Performance Guarantee/ Retention Money or/and including any amount due and payable to contractor.
2. In case any defective works have been done or material supplied by any sub-CONTRACTOR employed, the CONTRACTOR shall be liable to make good in the same manner as if such work or material has been done or supplied by the CONTRACTOR. The CONTRACTOR shall remain liable under the provisions of this clause notwithstanding the signing by the Architect of any certificate or passing any account.
3. The Architect shall also certify at the end of the Defects Liability Period regarding the state of rectification of defects pointed out during defect liability period.

### **1.41 LIQUIDATED DAMAGES: -**

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

### **1.42 ESCALATION: -**

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

circumstance.

### **1.43 RETENTION MONEY**

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

### **1.44 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, Point nos. 14, 15 & 16.
- b) Any certificate relating to work done or materials delivered may be modified or corrected by any subsequent certificates or by the final certificate and no certificate of the ICAI supporting any payment shall on itself be conclusive evidence that any work or materials to which it relates are in accordance with the contract.
- c) The running account payments shall be cleared by the ICAI within 21 working days from the date of the receipt of Contractor's bill, if found in order.
- d) All payments to the CONTRACTOR shall be subject to deduction of Income tax at Source as per section 194(c) of Income Tax Act and other deductions as per contract.
- e) All interim payments shall be treated as advance payments. On completion of the entire work, the Contractor shall submit his final bill.

### **1.45 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.

### **1.46 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 with hold 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.

#### **1.47 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.

#### **1.48 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 ICAI) for any expenses sustained on account of labor and materials collected but which could not be utilized on the works.

**1.49 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 or Project Authority in writing, for written instructions of decision. Thereupon the Engineer-in-charge or Project Authority 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 or Project Authority 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.

**1.50 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 within a period of 15 days from the date on which such dispute arose, failing which the same shall be referred to the sole arbitrator to be appointed mutually by the parties. The Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings. Arbitration proceedings shall be held at Kottayam 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.

**1.51 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.

**1.52 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 Kottayam only.

**1.53 DEFECTS AFTER COMPLETION AND PERFORMANCE GUARANTEE:**

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

The Contractor shall be held responsible for the safety of the building for a period of ten years counted from the expiry of the Defects Liability Period, provided herein, and shall be wholly and exclusively liable for any latent or patent defect or deficiency manifesting itself in the building during such period of ten years and affecting or likely to affect the safety of the building. An undertaking/performance guarantee to this effect on non-judicial stamp paper of appropriate value (draft of which is attached hereto) shall be given by the Contractor.

**SECTION IV**  
**SPECIAL CONDITIONS OF CONTRACT**

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## SECTION IV SPECIAL CONDITIONS OF CONTRACT

### 1. GENERAL

1. These Special Conditions of Contract shall be read in conjunction with the General Conditions of Contract and other parts/sections of the Tender Documents. In case any provisions in these Special Conditions (given herein below) are at variance with the General Conditions and/or other sections of the Tender Documents, the Special Conditions shall be deemed to take precedence there over.
2. In General Conditions and other parts of the Tender/Contract Documents, if it is stated that the Engineer-in-Charge will issue Approvals, Orders, Certificates for Payments, Completion Certificates, Drawings, Designs, Decisions and Instructions etc. this shall mean that the Engineer-in-Charge shall first obtain the same in writing from ICAI/Architects before issuing it to the Contractor.
3. The Contractor shall carry out and complete the said work in every respect in accordance with this Contract and with the directions of and to the satisfaction of the ICAI Architect. The Architect may in his absolute discretion and from time to time, issue further drawings and/or written instructions, details, directions and explanations which are hereinafter collectively referred to as 'Architect's Instructions' in regard to:
  - (i) The variations or modifications of the designs, quality or quantity of works or the addition or omission of works or the addition or omission of substitution of any work.
  - (ii) Any discrepancy in the drawings or between the Bill of Quantities and/or drawings and/or specifications.
  - (iii) The removal and/or re-execution or any works executed by the Contractor.
  - (iv) The removal from the site of any material brought thereon by the Contractor and the substitution of any other material therefor.
  - (v) The dismissal from the works of any person employed there upon.
  - (vi) The opening up of any covered works for inspection.
  - (vii) The amending and making good of any defects regarding removal of improper works and materials etc. The Contractor shall forthwith comply and fully execute any work comprised in such Architect's Instruction provided always that verbal instructions, directions and explanations given to the Contractor or his representative upon the works by the Architect shall, if involving a variation be confirmed in writing by the Contractor within 7 days to the Architect, else such shall be deemed to be the Architect's Instructions within the scope of the Contract.
4. The CONTRACTOR should inspect and examine the site and it's surrounding thoroughly and should acquaint himself about the nature, conditions, topography, existing structure(s), availability of water, food stuff, labour, and other facilities, before tendering for this work. No claims shall be entertained for his failure in this matter.
5. Suitable areas on site as proposed by the CONTRACTOR and approved by the ARCHITECT/CONSULTANT will be given to the Lockable Material Store. All necessary temporary fencing and enclosures for the store shall be erected and maintained by the CONTRACTOR at his own cost. The CONTRACTOR shall clear the site of work as per the instructions of the ARCHITECT. The site shall be delivered in a clean and neat condition within a period of one week after Virtual Completion. In case of failure to comply with this requirement by the CONTRACTOR the ICAI may on the advice of the ARCHITECT have the sites cleared by another CONTRACTOR and deduct the cost of carrying out the work from sums due to the CONTRACTOR.
6. The Contractor shall provide and maintain at the site throughout the period of works the following at his own cost and without extra charge, the cost being held to be included in the contract rates: -
  - (i) All labour, materials, plant, equipment, and temporary works are required to complete and maintain the works to the satisfaction of the ARCHITECT/ICAI.
  - (ii) Lighting for night work and also whenever and wherever required by the ENGINEER IN- CHARGE
  - (iii) Temporary fences, guard lights and protective work necessary for protection of workmen, supervisors, Engineers or any other persons permitted to have access to the site.
  - (iv) All equipment, instruments and labour required by the ENGINEER-IN-CHARGE for measurement of the works.
  - (v) The separate site offices shall be provided for CONTRACTOR's own staff along with other storage structures/stockyards etc. to keep his own and ICAI's supplied materials, Tools, Plants and Equipment's, FAX MACHINE etc. The necessary safety, security, water and protection against rain, sun, and theft etc. is to be provided for all site offices/structures etc.
  - (vi) A temporary enclosure (whenever and wherever required) along the periphery of the site by erecting ply board panels or C.G.I. sheets or M.S. sheets (Minimum height 2.5 meters fixed on wooden posts / M.S. Angle posts etc. with suitable entry gates etc. shall be erected by the Contractor after obtaining permission for the same.
  - (vii) The Display Boards for the Project shall be supplied and erected as per given sizes, specifications and descriptions and at specified locations, as approved by ICAI/ARCHITECT.
7. INFORMATION TO BE SUPPLIED BY THE CONTRACTOR AT THE COMMENCEMENT OF SUPPLY, INSTALLATION, TESTING, AND COMMISSIONING OF GRID CONNECTED ROOF TOP

**SOLAR POWER PLANT:**

The Contractor shall submit the following information within 10 days of the date of issue of Letter of Intent/Work Order of works:

- (i) Operational method of the site, i.e., holidays, working hours
- (ii) Temporary layout plan
- (iii) Overall schedule of the execution & completion
- (iv) Sub-contractor's list (if any)
- (v) Security and management of the site
- (vi) Submittal schedule of the Construction drawings/shop drawings
- (vii) Time schedule of the necessary applications to the Authorities
- (viii) Time schedule of the major inspection

8. i) The CONTRACTOR shall plan, engage, deploy his men, materials and machineries in such a way that suits best in the interest of the progress of the works and no claims on account of idle labour, manpower and machinery shall be entertained at any stage for reasons whatsoever it may be.
- (ii) The CONTRACTOR shall comply with all Safety Rules, Labour Rules, Workmen's Compensation Act, Minimum Wages Act, Building Bye-Laws, Rules and Regulations of Local Authorities or State Government as applicable to the works. The CONTRACTOR shall bear all the Sales Tax, Royalty, Octroi, labour cess and other Taxes, charges etc., as applicable for such works.
- (iii) The CONTRACTOR shall take all precautions to avoid all accidents by providing and exhibiting necessary Caution Boards Day and night, speed limit boards, Red Flags, Red Lights and by providing barriers/barricade etc. He shall be responsible for any/all damages and accidents caused due to negligence on his part or his workers/subcontractors/Agencies working at site and to the ICAI'S of the adjoining areas and to traffic etc., during the execution of work.
- (iv) During working at site, some restrictions may be imposed by ENGINEER-IN- CHARGE/SECURITY STAFF of ICAI or local authorities regarding safety and security etc. on the working and/or movement of labour, materials etc. The CONTRACTOR shall be bound to follow all such restrictions/instructions and nothing extra shall be payable on this account. No materials, machinery etc., whether belonging to ICAI or CONTRACTOR, shall be allowed to go out of the site premises without the written authority/gate pass to be issued by ICAI/ENGINEER-IN-CHARGE.
- (v) THE CONTRACTOR'S attention is invited to the fact that during the currency of this contract, works on other services which are outside the scope of the work of this contract, may be entrusted for execution to other Agencies. The Contractor shall permit full access and afford complete co-operation and facilities for such other agencies or departmental workmen, if any, engaged by ICAI; to carry out their part of works in the site premises. Any damage done to the existing structures during the execution of works shall be made good by the CONTRACTOR at his own cost and the rectification/ re-installment /making good etc., shall conform to the standard of materials originally used on the work and shall match with existing work in all respects to the entire satisfaction of the ARCHITETS/ENGINEER-IN- CHARGE.
- (vi) However, facilities such as power and water will be provided by the main contractor to other contractors on a payment basis, based on sub-meter readings. Sub-Meters to be installed by other contractors at their own cost. The client shall deduct overall consumption charges for both water and electricity from the main contractor only.
- (vii) The CONTRACTOR shall secure CONTRACTOR'S ALL RISK POLICY for the full contract value, Third Party Insurance and other Insurance policies as mentioned elsewhere, to cover any loss or damage to any person within the site premises and to works of other persons caused either by his own men, or his subcontractors or persons/machinery T & P deployed by him directly/indirectly. The CONTRACTOR shall keep in force all such policies at his own cost upto the expiry of the Defect Liability Period.
- (viii) All materials to be used in the work shall be as per Specifications applicable and shall be got approved from ICAI/ARCHITECTS/CONSULTANTS before incorporating /procuring the mat site. Rejected/improper materials shall be removed by the Contractor at his own cost and replaced free of cost.
- (ix) The CONTRACTOR shall pay all charges in connection with the provision of services to the offices and stores. The CONTRACTOR shall provide and maintain at his own cost and expense adequate sanitary arrangements for the use of workmen and others in accordance with the rules and regulations of all relevant authorities at the location chosen by the ARCHITECT.
- (x) No compensation shall be payable to the CONTRACTOR for any damage caused by rain, lightning, wind, storm, floods, tornado, earthquake, or other natural calamity during the execution of work. He shall make good all such damages at his own cost; and no claim on this account will be entertained.
- (xi) The CONTRACTOR shall remain fully responsible for safety, soundness of workmanship and water tightness of the works wherever water proofing treatment are done and shall execute a Guarantee Bond on Rs.100/- Stamp paper for any leakage/ seepage/ failure of water proofing systems for period of 10 years (Minimum).
- (xii) The CONTRACTOR shall obtain the virtual completion certificate from the

ICAI/ARCHITECTS/CONSULTANTS as soon as the works are completed as per contract and to the entire satisfaction of the ICAI. The 12-month defects liability period and release of Security Deposit installments shall be reckoned from the date of virtual completion.

- (xiii) No interest shall be payable on account of the delay in payments of bills, release of Earnest Money deposits and/or release of Security Deposits. No interest shall accrue on Earnest Money Deposit / Security Deposits.

9. Coordination of Work:

- (i) The CONTRACTOR shall consult all appropriate Drawings and Specifications in order to carry out all aspects and phases of the installation (s) without interference to other portions of the work, and shall verify all dimensions, details, locations, etc. with the Drawings and/or Specifications of all other Divisions wherever appropriate.
- (ii) Minor changes in the routing of piping conduit and/or in the location of equipment to avoid conflict with other Divisions may be required without additional cost to the ICAI. If such changes do not constitute a modification in the intent of the system or installation(s), conflicts of this nature shall be resolved in the field. In all cases, however, interpretation of what constitutes a modification in the intent of the system or installation(s) shall be made by the ARCHITECT.
- (iii) Major alterations, deletions, additions and/or questions of intent shall be referred in advance, and in writing, to the ARCHITECT for a decision.

10. Cutting and Repairing Openings:

- (i) The CONTRACTOR shall cooperate with work to be done under other sections and Divisions by providing full information in advance as to openings required in walls, slabs and footings for all piping, duct, conduit and equipment, including information on the proper positioning of sleeves.
- (ii) Any drilling or cutting required to carry out work under this contract shall be the responsibility of the CONTRACTOR, and the cost thereof shall be borne by him.
- (iii) All holes through existing concrete shall be core drilled or saw cut. The CONTRACTOR shall seek and obtain the prior written approval of the ARCHITECT before drilling or cutting any holes in existing concrete.
- (iv) It shall be the responsibility of the CONTRACTOR to ascertain that all chases and openings are properly located.

11. Cleaning and Protection:

- (i) The CONTRACTOR shall keep the work clean and free of waste. All materials delivered to the job site shall be promptly stored in an approved area to minimize congestion or interference with other trades or with the orderly progress of the work.
- (ii) Debris of any kinds shall be removed from the exterior and interior of all equipment, piping, conduit, junction boxes, ductwork, accessories and appurtenances upon completion of the work, and prior to the operation of any system and/or final inspection or and testing.
- (iii) The CONTRACTOR shall provide for the safety and good condition of any and all equipment and/or materials until final acceptance by the ARCHITECT.
- (iv) The CONTRACTOR shall protect all materials and equipment from damage, provide adequate and proper storage facilities during the progress of the work, and take special care to provide proper protection for bearings, open connections, etc.

12. Shop Drawings

The Contractor shall prepare detailed shop drawings and obtain necessary approval from the ARCHITECT, before execution proposed Framework for Panels and Electrical Wire, Conduit, Panel Connection, Meter Connections etc.

13. As Built Drawings

The CONTRACTOR shall submit 2 sets of As Built Drawings along with the Soft Copy in Disc for all trades of work to the ARCHITECT for his approval along with the Final Bill.

14. Permissions and Licenses

The CONTRACTOR shall be responsible for obtaining all due sanctions / approvals regarding obtaining the Net Metering System from the Authorities Concerned.

## 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, Labor cess, GST etc. in their bid price. All expenses towards insurance costs to be included in the bid price.

**4. ACCESS TO SITE AND ENVIRONMENT**

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

**5. Installation PROGRAMME**

The Contractor shall submit detailed installation program within first week of allotment of work showing bar chart, progress of work, financial flow, decision required and the no of skilled unskilled labours to be provided etc.

**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, though specifically not covered in description of Bill of Quantities but is required to complete the work as per scope of work, scope of supply, specifications, standards, drawings, General Conditions of contract, special conditions of contract or any other part of tender documents, the quoted rates shall be deemed to be inclusive of cost incurred for all such activities.

**7. SECURITY**

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

**8. COMPLIANCE TO GOVERNMENT REGULATIONS AND BUILDING BYE LAWS**

- 8.1 The work shall be carried out in the manner complying in all respects with requirements of relevant Byelaws of the local body under the jurisdiction of which the work is to be executed or as directed by Project Engineer ICAI and nothing extra shall be payable on this account.
- 8.2 The work of water supply, internal sanitary installations and drainage work etc. shall be carried out as per local Municipal Corporation or such local body byelaws and the contractor shall produce necessary completion certifications, wherever required, from such authorities after completion of work.
- 8.3 Water tanks, taps, pipes, fittings and accessories shall conform to byelaws and specifications of the Municipal body/Corporation. The contractor should engage licensed plumbers for the work and get the materials (fixtures and fittings) tested by the Municipal- Authorities, wherever required, at his own cost and nothing extra shall be payable.
- 8.4 The contractor shall comply with proper and legal orders and directions of the local or public authority or municipality and abide by their rules and regulations and pay all fees and charges which may be liable.
- 8.5 The contractor shall give due notices to Municipal, Police and / or other authorities that may be required under the law /rules under force in the area and obtain all requisite licenses for temporary obstructions/enclosures and pay all charges which may be leviable on account of his execution of work under the agreement. Nothing extra shall be payable on this account.
- 8.6 The contractor shall comply with bye laws of Fire Fighting Department, wherever required, & obtain a certificate of completion from them. No extra claim shall be admissible on this account.

**9. MATERIAL SUPPLIED BY ICAI**

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

**10. SAFETY NORMS**

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

**ADDITIONAL CONDITIONS****1. INSPECTION AND TESTING**

- a. The ICAI shall carry out inspection and testing at manufacturer's works for items such as Solar Panels, Batteries, Cables covered under this contract. No equipment shall be delivered without prior written confirmation from PMC. In case factory inspection is carried out then all travelling and lodging expenses shall be borne by ICAI for maximum two persons. All expenses related to testing shall be in the Contractor account. Tests on site for completed works shall demonstrate the following, among other things.
- b. That the equipment installed complies with specifications in all respects.
- c. That all items operate efficiently and quietly to meet the specified requirements.



- d. That all electrical circuits are correctly protected and that protective devices are properly coordinated.
- e. The contractor shall provide all necessary instruments and labour required for testing, shall make adequate records of test procedures and readings, shall repeat any tests requested by the PMC and shall provide test certificate signed by a properly authorized person. Such a test shall be conducted on all materials and equipment and tests on completed work as called for by the PMC at contractor's expense unless otherwise called for.
- f. If it is proved that the installation or part thereof is not satisfactorily carried out, then the contractor shall be liable for the rectification and retesting of the same as called for by the PMC whose decision as to what constitutes a satisfactory test shall be final.

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

## **2. ACCESSIBILITY**

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

## **3. COMPLETION OF INSTALLATION**

On completion of the installation, a certificate shall be furnished by the contractor, counter signed by the licensed supervisor, under whose direct supervision the installation was carried out. This certificate shall be in the prescribed form as required by the local authority.

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

## **4. BALANCING, TESTING AND COMMISSIONING**

Balancing of all water systems and all tests as called for shall be carried out by the contractor through a specialist group, in accordance with the Specifications and ASPE / ASHRAE Guidelines and Standards. The installation tests shall be carried out in the presence of the representatives of the Architect/Consultant and ICAI's site representative and the defects, if any, shall be removed.

## **5. COMPLETION DRAWINGS**

The contractor shall periodically submit completion drawings as and when work in all respects is completed in a particular area. These drawings shall be submitted in the form of two sets of CD's and four portfolios (300 x 450 mm) each containing a complete set of drawings on approved scale indicating the work as - installed. These drawings shall clearly indicate complete plant room layouts, piping layouts, location of wiring and sequencing of automatic controls, location of all concealed piping, valves, controls, wiring and other services. Each portfolio shall also contain consolidated control diagrams and technical literature on all controls. The contractor shall keep f one set of these consolidated control diagrams in a glass frame, in the plant room.

## **6. OPERATING INSTRUCTION & MAINTENANCE MANUAL**

Upon completion and commissioning of WORK, the contractor shall submit a draft copy of comprehensive operating instructions, maintenance schedule and log sheets for all systems and equipment included in this contract. This shall be supplementary to manufacturers' operating and maintenance manuals. Upon approval of the draft, the contractor shall submit four (4) complete bound sets of typewritten operating instructions and maintenance manuals; one each for retention by Consultant and ICAI's site representative and two for ICAI'S Operating Personnel. These manuals shall also include the basis of design, detailed technical data for each piece of equipment as installed, spare parts manual and recommended spares for 1-year period of maintenance of each equipment.

Preventive Maintenance Schedule for each equipment / panel shall be submitted along with Operation and Maintenance Manual.

**7. ON SITE TRAINING**

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

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

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

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

**(on Letter Head)**

To  
The Secretary,

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

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 and Commissioning of Grid Connected Roof Top Solar Power Plant of Capacity 30 kWp for the ICAI Bhawan – Kollad P.O Kottayam-686004 along with comprehensive Maintenance for 1 year.**

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

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

I/We agree to keep the offer open for 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. \_\_\_\_\_/- against the Earnest Money Deposit. And Demand Draft No. \_\_\_\_\_ dated \_\_\_\_\_ drawn on \_\_\_\_\_ (Bank) for Rs. \_\_\_\_\_/- against the Cost of Tender Form (In case it is downloaded from the website).**

Please also find attached my 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.	Clause No.	Brief Description of Clause
1.	Name of Work	<b>Supply, Installation and Commissioning of Grid Connected Roof Top Solar Power Plant of Capacity 30 kWp for the ICAI Bhawan – Kollad P.O Kottayam along with comprehensive Maintenance for 1 year.</b>
2.	Cost of Tender Document	<b>Rs.1000/- + (18% GST)</b> (Non-refundable) + <b>Rs.500/-</b> (in case requested by post) exclusive of GST.
3.	Earnest Money Deposit	In the form of Demand Draft/ Bank Guarantee for an Amount of <b>Rs.40,000/-</b> in favor 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	<b>Within 10 days</b> from the date of Letter of Intent/ Work Order or handing over of site, whichever is later.
6.	Time of Completion inclusive of holidays & rainy period.	One Months
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 (to be submitted before signing agreement) in the form of Bank Guarantee in favour of Secretary, ICAI, payable at New Delhi. The validity of which will be up to Defect Liability Period plus 90 Days.
9.	Release of Performance Security	Full performance security (5%) shall be refunded after completion of Defect Liability Period Plus ninety days
10.	Mobilization Advance	10% of the Contract price against submission of BG equivalent to 110% of advance amount of the Bank Guarantee, valid till the Completion Period of contract period. It shall be recovered from 1 <sup>st</sup> RA bill onwards @ 12.50 %.
11.	Retention Money	5% of Contract Value, to be deducted @ 5% from each RA bill. 50% shall be paid back within 30 days of issuing of certificate of completion by the Architect and balance of the Retention money shall be released along with final bill.
12.	Release of Retention Money	50% of this Retention Money shall be paid back within 30 days of issuing of certificate of completion by the Architect and balance of the Retention money shall be released along with final bill.
13.	Running Account Bills	Max. TWO bills per month will be entertained, Bill value shall be more than Rs.10 Lakhs.
14.	Payment of Running Account Bills	Within 21(twenty-one) days from the date of submission of bill, if found in order  All bills along with measurements to be checked by PMC/Architect. However, if the ICAI feels, they may get it cross-checked.
15.	Final Bill	Contractor to submit the final bill within 30 days of issue

		of virtual completion certificate. PMC / Architect to certify in next 30 days. ICAI to release payment in next 30 days.
16.	Taxes and Duties	All Government taxes and duties such as GST, Sales tax, Service Tax, Labor cess etc. to be included in the bid price.
17.	Freight, Insurance, Packing, Forwarding, Loading & Unloading	To be included in the bid price.
18.	Quantity Variation	The Quantity mentioned in BOQ can vary up to any extent on either side. Any item can be deleted. Nothing extra shall be paid on this account in the rate quoted.
19.	Escalation	No Escalation shall be payable during the contract period, whatsoever may be the reason.
20.	Electricity & Water	Electricity, drinking water and water for construction to be arranged by CONTRACTOR at his own cost.
21.	Period of Maintenance/ Defect Liability Period	12 (twelve) Months from date of issue of completion certificate by Architect/ PMC.
22.	Liquidation Damages	0.5 % of Contract Value per week of delay, subject to a maximum of 10 % of Contract Value.

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

(Signature of the Authorized person)

Designation:.....

Date: .....

Name of the firm: .....

(Official Seal) .....

Address: .....

**SECTION – VI**  
**EVALUATION FORMATS**



**SECTION – VI**  
**EVALUATION FORMATS TABLE OF CONTENTS**

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**SECTION VI - EVALUATION FORMATS**

**FORM 'A'**

**DECLARATION CONFIRMING KNOWLEDGE ABOUT SITE CONDITIONS**

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

**Sub: Declaration confirming knowledge about Site conditions**

**Ref: Tender for Supply, Installation and Commissioning of Grid Connected Roof Top Solar Power Plant of Capacity 30 kWp for the ICAI Bhawan – Kollad P.O Kottayam 686004 along with comprehensive Maintenance for 1 year.**

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

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

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

Yours faithfully,

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

Date:

Place:

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

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

Year	Profit/ Loss	Turnover	Remarks
2018-2019			
2019-2020			
2020-2021			
2021-2022			
2022-2023			

- II. 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:

**FORM "C"****Details of all works of similar class completed during the last Five Years ending 31<sup>st</sup> March 2023**

(To be printed on company's letter head)

**Information Form**

<b>1</b>	Name of the Company			
<b>2</b>	Registered address of the Company			
<b>3</b>	PAN Number			
<b>4</b>	GST Number			
<b>5</b>	Past Experience in installation & commissioning of solar power plants (Completed)	<b>Plant Capacity with cost</b>	<b>Location / Client</b>	<b>Mode of operation (CAPEX / RESCO)</b>
	a) Rooftop			
	b) Ground and others			
<b>6</b>	Total units generated			

Yours faithfully,

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

Date:

Place:

**FORM "D"**

**FORM OF BANKERS' CERTIFICATE FROM A SCHEDULED BANK**

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

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

(Signature)

For the Bank

**NOTE**

- (1) Banker's certificates should be on letter head of the Bank, sealed in cover addressed to tendering authority.
- (2) 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**

1. Name of Work/Project & Location
2. Agreement No.
3. Estimated Cost
4. Tendered Cost
5. Date of Start
6. Date of Completion
  - i. Stipulated date of Completion
  - ii. Actual date of Completion
7. Amount of Compensation levied for delayed completion if any.
8. Amount of reduced rate items if any
9. Performance Report
  - 1) Quality of Work Very Good/Good/Fair/Poor
  - 2) Financial Soundness Very Good/Good/Fair/Poor
  - 3) Technical Proficiency Very Good/Good/Fair/Poor
  - 4) Resourcefulness Very Good/Good/Fair/Poor
  - 5) General 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**

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

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

Date:

Place:

**SECTION - VII**  
**FORM OF AGREEMENT**



**SECTION – VII**  
**ARTICLES OF AGREEMENT**

This Agreement is made on this the \_\_\_\_\_ day of \_\_\_\_\_ 2024 at \_\_\_\_\_.

BETWEEN

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

AND

M/s \_\_\_\_\_, represented by its authorized signatory \_\_\_\_\_, (HEREINAFTER referred to as "CONTRACTOR") which expression shall, wherever the context so admits, mean and include its partners, successors, representatives, assignees, executors, administrators etc. of the OTHER PART.

WHEREAS

- A. The ICAI is desirous that to install a Roof top solar plant **Supply, Installation and Commissioning of Grid Connected Roof Top Solar Power Plant of Capacity 30 KWp (With battery Bank) for the Kollad, Kottayam \_\_\_\_\_ along with One Years Operations and Maintenance** (Hereinafter referred to as 'Contract Work') should be executed as mentioned, enumerated or referred to in the tender including Press Notice Inviting Tender, General Conditions of the Contract, Special Conditions of the contract, Specifications, Drawings, Plans, Time Schedule of completion of jobs, Schedule of Quantities and Rates, Agreed Variations, other documents and has called for Tender as per the Tender Document No. .... Dated .....
- B. The Contractor has inspected the site and surroundings of the work specified in the tender documents and has satisfied himself by careful examination before submitting his tender as to the nature of the surface, Structure, the form and nature of the site and local conditions, the quantities, nature and magnitude of the work, the availability of labor and materials necessary for the execution of work, the means of access to site, the supply of power and water thereto and the accommodation he may require and has made local and independent enquiries and obtained complete information as to the matters and things referred to or implied in the tender documents or having any connection therewith, and has considered the nature and extent of all the probable and possible situations, delays, hindrances or interferences to or with the execution and completion of the work to be carried out under the contract, and has examined and considered all other matters, conditions and things and probable and possible contingencies, and generally all matters incidental thereto and ancillary thereof affecting the execution and completion of the contract work and which might have influenced him in making his tender and has offered to execute the contract work.
- C. The tender documents including the ICAI's Press Notice Inviting Tender, Instruction to bidder, General conditions of contract, Special Conditions of Contract, Schedule of Quantities and Rates, General obligations, Specifications, Drawings, Plan, Time Schedule for completion of work, Letter of Acceptance of Tender, Letter of Intent and any Statement of Agreed Variations and all or any appendices, copies of which hereto annexed along with such amendments as may be confirmed or instructions as may be issued from time to time by the ICAI shall form an integral part of the contract though separately set out and are included in the expression 'Contract' wherever here in used.
- D. The tender documents shall be taken as complementary and mutually explanatory of one another, but in the case of ambiguities and discrepancies shall take precedence in the order set out below:
1. This Form of Agreement
  2. The Letter of Intent/ Work Order
  3. The said bid and Appendix
  4. The Bill of Quantities
  5. The Technical Specifications
  6. The Tender Drawings

7. Special Conditions of Contract
8. General Conditions of Contract
9. Form of Bank Guarantees

AND

WHEREAS:

The ICAI accepted the tender of the Contractor for executing the contract work(s), conveyed vide letter no \_\_\_\_\_, dated \_\_\_\_\_, at the rate(s) stated in the Schedule of quantities for the work and accepted by the ICAI (hereinafter referred to as the 'Schedule of Rates') upon the terms and subject to the conditions of the contract.

NOW, THEREFORE, THIS AGREEMENT WITNESSTH AND IT IS HEREBY AGREED BY AND BETWEEN BOTH THE PARTIES AND DECLARED AS FOLLOWS:

1. That in consideration of the payment of Rs. \_\_\_\_\_/- Rupees \_\_\_\_\_ only), hereinafter referred to as the 'Contract Price', to be made by the ICAI to the Contractor for the work to be executed by him, the Contractor hereby covenants with the ICAI that the Contractor shall and will duly provide, execute and complete and remedy any defects therein and shall do and perform all other acts and things in conformity in all respects with the provisions of the Contract or described therein or which are to be implied therefrom or shall be reasonably necessary for the completion of the said works and at the said times and in the manner and subject to the terms and conditions or stipulations mentioned in the contract.
2. That the contract work shall be completed within **one month** from the date of handing over the site to the Contractor or from the 10<sup>th</sup> day of the receipt by the Contractor, the work order issued, whichever is later, according to the rate of progress indicated in the program chart enclosed to the work order, or within such period specifically agreed to by the ICAI's Architect ..... In writing towards extension of time in consultation with the ICAI.
3. That the Contractor has furnished performance Bank Guarantee/Bank Guarantee No. \_\_\_\_\_ dated \_\_\_\_\_ for Rs. \_\_\_\_\_/-(an amount equal to 5 % of the contract value), issued by \_\_\_\_\_(bank) with validity till \_\_\_\_\_ in favour of Secretary, ICAI, payable at Delhi, for due performance of his obligation under this contract.
4. That the Contractor has further agreed that towards Retention Money, an amount equal to 5% of the running bill will be deducted from each progressive bill. It is further agreed between the parties that 50% of this Retention Money shall be paid back within 30 days of issuing of certificate of completion by the Architect and balance of the Retention money shall be released along with final bill.
5. That in consideration of the due provisions, execution, and completion of the contract work, the ICAI does hereby agree with the Contractor that the ICAI will pay to Contractor the respective amounts for the work actually done by him and approved by the ICAI at the Scheduled Rates under provision of the contract, such payment to be made at such time in such manner as prescribed for in the contract.
6. That it is specifically and distinctly understood and agreed between the ICAI and the Contractor that the Contractor shall have no right, title or interest in the site made available by the ICAI for execution of the works or in the building, structures or works executed on the said site by the contractor or in the goods, articles, materials, etc. brought on the said site (unless the same specifically belongs to the Contractor) and the Contractor shall not have or deemed to have any lien whatsoever or charge for unpaid bills and shall not be entitled to assume or retain possession or control of the site or structures and the ICAI shall have an absolute and unfettered right to take full possession of site and to remove the Contractor, their servants, agents and materials belonging to the Contractor and lying on the site.
7. That it is further specifically and distinctly understood and agreed between the ICAI and the Contractor that in any event, the ICAI shall owe no responsibility or liability of any kind towards any person or persons engaged by the Contractor for carrying the contract work(s) and the Contractor alone shall be responsible and liable to any such person or persons so engaged.

**8. REPRESENTATIONS AND WARRANTIES**

The Contractor represents and warrants to 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 Agreement and to carry out the transactions contemplated herein.
- (b). It has taken all necessary corporate and other actions under laws applicable to its business to authorize the execution and delivery of this work contemplated in this Agreement and to validly exercise its rights and perform its obligations under this Agreement.
- (c). It has the financial standing and capacity to execute the Project in accordance with the terms of this Agreement.
- (d). In providing the Services, it shall not cause any disruption to ICAI's normal operations.
- (e). This Agreement has been duly executed by it and constitutes a legal, valid and binding obligation, enforceable against it in accordance with the terms hereof.
- (f). The information furnished in the tender/ Agreement documents and as updated is true in all aspects and nothing is suppressed or misrepresented.
- (g). The execution, delivery and performance of this Agreement shall not conflict with, result in the breach of, constitute a default by any of the terms of its Memorandum and Articles of Association or 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 no knowledge of any violation or default with respect to any order, writ, injunction or decree of any court or any legally binding order of any Government Instrumentality which may result in any Adverse Effect on its ability to perform its obligations under this Tender or 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 Agreement;
- (j). It has complied with Applicable Laws and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have an Adverse Effect on its ability to perform its obligations under this Agreement.
- (k). It and its personnel, have the necessary experience, skill, knowledge, and competence to perform the Contract.
- (l). 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.
- (m). No sums, in cash or kind, have been paid or shall be paid, by it or on its behalf, to any person associated with ICAI in any manner whatsoever by way of fees, commission or otherwise for entering into this Agreement or for influencing or attempting to influence ICAI in connection therewith.

**9. SECURITY DEPOSIT, BANK GUARANTEE AND RETENTION MONEY**

The Security Deposit, Bank Guarantee and Retention Money shall be liable to be forfeited by the Institute at its discretion in the event the Contractor is deemed to be in default or in the event of breach of any covenant or terms and conditions of the contract on the part of the Contractor. In addition to other provisions and conditions mentioned herein, and in the Tender document, Security Deposit, Guarantee and Retention Money, shall be liable to be forfeited in the following conditions also:

- a) the Contractor modifies or changes the rates of contract unilaterally during the Contract Period
- b) the Contractor withdraws its/ his offer during the period of the Agreement.
- c) the Contractor refuses/ fails to execute the Work awarded to him/ it.
- d) the Contractor fails to perform the work to the satisfaction of the ICAI.
- e) the Contractor is found to be indulged in Canvassing in any form or indulge in fraud or corruption/corrupt practices in any form in connection with tender. the Contractor is found to be suppressing the information or furnishing wrong information or indulging in misrepresentation or mis- statements.
- f) the Contractor fails to honour or refuses to comply with or modifies any or all terms and conditions of the Tender and/ or Agreement at any stage including after declaration of L-1 Bidder.
- g) The contractor fails to make good the deficit of Security Deposit within 10 days of the notice of demand.
- h) Contractor fails to pay the Liquidated damages and/ or Penalty within stipulated time as provided herein.
- i) Contractor fails to keep all the information/ details /drawings /material specification confidential and fails

to maintain secrecy.

- j) The successful Bidder/ Contractor, in violation of the provisions of the Tender and ensuing Agreement and/ or without prior written consent of the Client/ Owner, sub-contracts the work awarded to him.
- k) The Contractor fails to handover the Insurance Policy including renewed Insurance Policy in original.
- l) Unless extended by the ICAI in writing, on failure 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.

#### RESERVATION CLAUSE:

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

#### 10. ASSIGNMENT:

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

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

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

#### 12. OTHER STATUTORY OBLIGATIONS:

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

#### 13. STATUTORY REQUIREMENTS:

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

The Contractor undertakes to ensure due and complete compliance with all laws, regulations, rules, etc. whether of the Central Government or the State Government or of any other competent authority applicable to the workmen employed or whose services are otherwise availed of by the Contractor whether in connection with the construction work at the site or otherwise.

The ICAI shall have the right to inspect the records maintained by the Contractor concerning such workmen from time to time and the Contractor shall whenever required by the ICAI produce such records as the ICAI may call upon the Contractor to produce for the ICAI's inspection in order to ascertain whether or not the requirements of all such laws, regulations, rules, etc. have been complied with by the Contractor.

In the event of any contravention of such laws, regulations, rules, etc. coming to light whether as a result of such inspection or otherwise to effect such compliance within such time as the ICAI may prescribe in that behalf and in the event of the Contractor failing to effect such compliance within the time prescribed by the owner then the ICAI shall without prejudice to his rights be entitled to withhold from the amount payable to the Contractor any amount payable to the workmen under any such laws, regulations and rules to make payment thereof to the workmen. The ICAI shall also have in that event the right to terminate the contract with immediate effect and to exercise powers reserved to the ICAI under the contract as a result of termination.

**14. INDEMNITY:**

That the Contractor shall keep the ICAI indemnified against all actions, suits and proceedings and all and any costs, charges, expenses, loss or damage incurred, suffered, caused to/sustained by the ICAI by reason of any default or breach or lapse or negligence or non- observance or non- performance or any non- payment by/on behalf of the Contractor.

**15. 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, in case the delay is beyond the mutually extended time, it shall render the Retention Money to be forfeited and in addition a penalty of Rs. 10 Lacs (Rupees Ten Lakhs Only) will be payable by the CONTRACTOR and the Contract will come to end and 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.

**16. TERM & TERMINATION:**

**TERM:**

This Agreement shall be co-terminus with the completion of the Project to be handed over to ICAI to its complete satisfaction.

**TERMINATION:**

The ICAI may, without prejudice to any other right or remedy, terminate the contract forth within 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 Bankruptcy Code, 2016 for the time being in force or makes any conveyance or assignment of his effects or composition or arrangement for the benefits of his creditor or purport so to do or if any application be made under Insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be granted by him for and behalf of his creditors; or
- (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 is 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) fails to commence the work within a reasonable time or within such extended time as may be permitted by ICAI at its discretion from the date of the handing over of the site and continue in that state after reasonable notice from the Architect and or ICAI.
- (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 work, work order and items of work within individual dates for completion and clear the site on or before the date of completion.

#### 17. 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.

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 exist for a period more than 15 days, ICAI may terminate the Contract.

#### 18. WAIVER:

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

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

#### 19. NO PARTNERSHIP:

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

#### 20. THIRD PARTIES:

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

#### 21. AMENDMENT:

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

#### 22. SEVERABILITY:

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

#### 23. FALL BACK ARRANGEMENTS:

In case of breach of terms of the Agreement committed by the Contractor, the ICAI may terminate the contract by giving 15 days' notice and may inter alia further award contract to any other Contractor at the risk and cost of the defaulting Contractor. In such case, any higher price is to be paid by ICAI to the newly appointed Contractor, the same shall be recoverable from the defaulting Contractor from the payments due and payable to the defaulting Contractor and/ or by invoking the Bank Guarantee, forfeiting the Retention Money and Security Deposit.

#### 24. NOTICES

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

For ICAI:

For Contractor:

16. WARRANTY:

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:

- Defects and/or failures due to manufacturing
- Defects and/or failures due to quality of the materials
- Nonconformity to specifications due to faulty manufacturing and/or inspection process
- 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.

17. ARBITRATION:

That in the event of any question, dispute or differences arising out of or in connection with any of the terms and conditions of the Agreement, in the first instance, the parties hereto shall try to resolve the same by mutual consultation, 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 Kottayam 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.

18. JURISDICTION

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

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

Signed and delivered for and on behalf of  
ICAI.  
Signature:  
Name:  
Designation:  
Mobile No:

Signed and delivered for and on behalf of the  
Contractor.  
Signature:  
Name:  
Designation:  
Mobile No:

IN PRESENCE OF TWO WITNESSES

1. SIGNATURE:  
NAME:  
DESIGNATION:  
ADDRESS:  
MOBILE NO:

2. SIGNATURE:  
NAME:  
DESIGNATION:  
ADDRESS:  
MOBILE NO:

**SECTION - VIII**  
**FORM OF BANK GUARANTEES**



**SECTION - VIII: FORM OF BANK GUARANTEE**  
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**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, a statutory body having its Head Office at 'ICAI Bhawan' Indraprastha Marg, New Delhi – 110 002 (hereinafter referred to as "ICAI/Employer" which expression shall, wherever the context so admits, mean and include its successors and assignees), having issued bid documents for **Supply, Installation and Commissioning of Grid Connected Roof Top Solar Power Plant of Capacity 30 KWp for the ICAI Bhawan – Kollad P.O, Kottayam-686004 along with comprehensive Maintenance for 1 year** for The \_\_\_\_\_, to \_\_\_ having their registered office at \_\_\_\_\_ (hereinafter called the Bidder) and under the terms and conditions of the said bid documents, the Bidder is required and has undertaken to furnish a Bank Guarantee of Rs. \_\_\_/- (Rupees \_\_\_ only) as Earnest Money Deposit as contained in the said tender document, we \_\_\_\_\_, having our registered office at \_\_\_\_\_ and branch office at \_\_\_\_\_ (hereinafter called "the Bank") hereby unconditionally and irrevocably undertake to pay to ICAI immediately upon receipt of the first written demand such amount or amounts as may be demanded by the Employer from us under this Guarantee not exceeding a sum of Rs. \_\_\_/- (Rupees \_\_\_\_\_ only) in aggregate without demur or reference to the Bidder and agree that the Employer's demand shall be conclusive, final and binding on the Bank under all circumstances.

We hereby affirm that we are the Guarantor and responsible to you on behalf of the Bidder up to an aggregate sum of Rs. \_\_\_/- (Rupees \_\_\_\_\_ only) such sum or sums being payable in Indian currency and we undertake to pay on your first written demand and without demur or reference to the bidder and / or condition, and sum or sums within the aggregate limit of Rs. \_\_\_/- (Rupees \_\_\_ only)

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

We further agree that the ICAI shall have the right to invoke a claim up to the last date of the validity of this Bank Guarantee and that the ICAI shall remain the sole judge of the validity and amount of the claim and the Bank agrees not to contest any claim.

We further agree that any change in the Bidder's constitution or their liquidation or dissolution shall not discharge the Bank's liability under this Guarantee.

We further agree that the right of the ICAI to make a claim shall not be vitiated by any dispute raised or pending with any Statutory Authority, arbitrator, court, tribunal or any other body or person.

It is agreed that the ICAI's claim shall remain valid even if the employer has not issued a prior notice or has not proceeded against a Contractor before making such claim.

This Guarantee is confirmed and irrevocable and shall remain valid up to and including \_\_\_\_\_ and shall remain valid up to such extended period which may be mutually agreed to.

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

For and on behalf of the Bank

Dated.....day of..... 2024

**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 -110002

Dear Sir,

1. In consideration of the of The Institute of Chartered Accountants of India, a statutory body having its Head Office at 'ICAI Bhawan' Indraprastha Marg, New Delhi-110002 (hereinafter called 'ICAI/OWNER/Employer' which expression shall include its successors and assigns) having agreed under the terms and conditions of Contract No.....dated .....(hereinafter referred to as the said Contract) made between ICAI and ..... hereinafter called the Contractor) which expression shall include its successors and assigns to make at the request of the Contractor a lump sum advance of Rs .....for utilizing it only for the purposes of the said Contract on his furnishing a guarantee acceptable to ICAI.
2. We, the .....Bank (hereinafter referred to as 'the said Bank) registered under the Banking Companies Regulation Act, 1949 and having our registered office at.....do hereby guarantee the recovery of the said advance and interest thereon as provided according to the terms and conditions of the said Contract. If the Contractor fails to utilize the said advance for the purposes of the said Contract and/or the said advance together with interest thereon as aforesaid is not fully recovered by ICAI, we .....Bank hereby unconditionally and irrevocably undertake to pay the ICAI on demand on the same day and without demuror protest to the extent of the said sum of Rs .....any claim made by ICAI on us against non- utilization / misutilization of the said advance and/or by reason of ICAI not being able to recover in full the sum of Rs ...../- as aforesaid.
3. We \_\_\_\_\_ Bank further agree that ICAI shall be the sole judge of and as to whether the said Contractor has utilized or not utilized the said advance or any part thereof for the purposes of the said Contract and/or as to whether the advance or any part thereof with interest has been recovered or not and the finding of the ICAI in this regard shall be conclusive, final and binding on us.
4. We, the said Bank further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and till the said advance has been fully recovered and its claims satisfied or discharged and till ICAI certifies that the said advance with interest has been fully recovered from the Contractor.
5. ICAI shall have the fullest liberty without affecting in any way the liability to the said Bank under this guarantee or indemnity from time to time to vary any of the terms and conditions of the said Contract, or the advance or to extend time of performance by the said Contractor or to postpone for any time and from time to time any powers exercisable by it against the said Contractor and either to enforce or forbear from enforcing any of the terms and conditions governing the said Contract or securities available to ICAI and the said Bank shall not be released from its liability under these presents by any exercise by ICAI of the liberty with reference to the matters aforesaid or by reason of time being given to the said Contractor or any other forbearance, actor omission on the part of the ICAI or any indulgence by ICAI to the said Contractor or of any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of so releasing the said Bank from its such liability.
6. The obligations of the Bank in terms hereof shall not be anyway affected or suspended by reasons of any dispute or disputes having been raised by the Contractor (whether or not pending before any arbitrator, Tribunal or court) or any denial of liability by the Contractor.
7. The amount stated in any notice of demand addressed by ICAI to the Bank or to the Contractor, shall be conclusive evidence of the amount liable to be paid to ICAI by the Bank.
8. This guarantee/undertaking shall be in addition to any other guarantee or security whatsoever that ICAI may

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

- 9. We,.....the said Bank further undertake that we shall pay forthwith the amount stated in the notice of demand without demur and protest notwithstanding any dispute/difference pending between the parties before the arbitrator Tribunal or Court and/or dispute is being referred to arbitrator.
- 10. We, the said Bank, undertake not to revoke this Guarantee during its currency except with the consent of ICAI in writing and agree that any change in the Constitution of the said Contractor or the said Bank shall not discharge our liability hereunder.
- 11. This guarantee/undertaking shall be a continuing guarantee/undertaking and shall remain valid and irrevocable for all claims of ICAI and liabilities of the Contractor arising up to and until midnight of.....

For and on behalf of the Bank

Dated.....day of .....2024

**APPENDIX – 3****BANK GUARANTEE FOR PERFORMANCE**

[Clause 1.8 of the GCC]

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

Bank Guarantee No.....

In consideration of the Institute of Chartered Accountants of India, a statutory body established under the Chartered Accountants Act, 1949, having its Head Office at 'ICAI Bhawan' Indraprastha Marg, New Delhi – 110 002 (hereinafter referred to as "ICAI") having agreed, under the terms and conditions of clause\_of General Conditions of Contract (GCC) of Tender Ref. \_\_\_\_\_ dated \_\_\_\_\_, and LOI dated \_\_\_\_\_ issued to M/s \_\_\_\_\_ & \_\_\_\_\_, and having its registered office at \_\_\_\_\_ (hereinafter referred to as "the Contractor") and the ICAI in connection with the work of **Supply, Installation and Commissioning of Grid Connected Roof Top Solar Power Plant of Capacity 30 kWp for the ICAI Bhawan – Kollad P.O ,Kottayam ,686004 along With comprehensive Maintenance for 1 year for the**

\_\_\_\_\_, to accept irrevocable Bank Guarantee for Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) from a Nationalized/schedule Bank as Security Deposit to be furnished by the Contractor for due performance of the terms and conditions contained in the said Tender, LOI, we \_\_\_\_\_ bank and having head office at \_\_\_\_\_ (herein after referred to as "the Bank") on the request of the contractor do hereby covenant and agree with the ICAI as follows:-

1. We, the Bank do hereby guarantee and undertake to pay the ICAI, on demand and on the same day without proof and condition any or all monies payable by the contractor to the extent of Rs \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) at any time up to..... (date) without demur, reservations, contest, recourse or protest and or without any reference to the contractor, in case the contractor fails to perform the said agreement as aforesaid. Any such demand made by the ICAI on the Bank shall be conclusive and binding notwithstanding any difference or dispute between the ICAI and the contractor pending before any Court, Tribunal, Arbitrator or any other authority
2. Notwithstanding anything contained herein, ICAI's decision in regard to the effect whether the contractor has made any such default and amount to which the ICAI is entitled on account of such default will be conclusive, final and binding on us and we undertake not to question ICAI's decision and not ask to establish ICAI's claim under this guarantee, and we shall pay the demanded amount without any objection.
3. We undertake to pay to the ICAI any money so demanded not withstanding any dispute or disputes raised by the Contractor in such or any proceeding pending before any court or Tribunal relating there to and our liability under this present being absolute and unequivocal. The payment so made by us under this guarantee shall be a valid discharge of our liability for payment thereunder.
4. The Bank also agrees that the ICAI at its option shall be entitled to enforce this guarantee against the Bank as principal debtor without proceeding against the contractor and notwithstanding any security or other guarantee that ICAI may have in relation to contractor's liabilities.
5. We further agree that the ICAI shall have full liberty without our consent and without affecting in any manner our obligations herein under to vary any of the terms and condition of the said Agreement or to extend time of performance by the said contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the ICAI against the said Contractor and to forbear or enforce any of the terms and conditions relating to the said Tender and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor or for any forbearance, or any indulgence of the said Contractor or by any other act or matter or thing whatsoever which under the law relating to sureties would, but for these provisions have effect of so relieving us.
6. The guarantee shall not be discharged due to the change in the constitution of the Bank or the Contractor.
7. We the Bank lastly undertake not to revoke this guarantee during its currency except with the previous

consent of the ICAI in writing unless discharged by the ICAI.

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

Dated.....day of .....2024

For and on behalf of the Bank

Date .....

Name.....

Designation .....

.....Signature

**APPENDIX – 4****Proforma of Undertaking/Performance Guarantee for any latent or patent defect or deficiency manifesting itself in the Roof Top Solar Plant for a period of ten years counted from the expiry of the defect liability period to be given on Rs. 100/- Non-Judicial Stamp Paper**

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

Sir,

**Sub: Supply, Installation and Commissioning of Grid Connected Roof Top Solar Power Plant of Capacity 30 KWp for the ICAI Bhawan –Kollad P.O, Kottayam along with comprehensive Maintenance for 1 year.**

**Ref: TENDER No.\_\_\_\_\_dated \_\_\_\_\_**

Pursuant to acceptance of the bid of M/s \_\_\_\_\_ (hereinafter referred to as Contractor"), communicated vide letter of acceptance no. \_\_\_ dated \_\_\_ by ICAI (hereinafter referred to as "Employer"), an agreement dated \_\_\_ executed between the Contractor and ICAI for carrying out the Installation of Grid Connected rooftop connected solar plant Works for ICAI's proposed building on \_\_\_\_\_ (hereinafter referred to as 'Building').

We, the Contractor, hereby guarantee that the Installation of type rooftop grid connected solar plant Works we, the Contractor, pursuant to Clause\_of General Conditions of Contract (GCC) of the said Tender - "**Defects after Completion & Performance Guarantee**", hereby unequivocally accept that we shall be wholly and exclusively liable for any latent or patent defect (s) or deficiency as regards any shrinkage, unsound construction or other faults such as performance, connectivity, Electricity generation etc. occurring or manifesting in itself either in the work executed in materials used thereby affecting or likely to affect the safety of the said period for a period of **TEN (10) YEARS** from the date of the expiry of the defect liability period and will rectify such defect(s) at our own cost.

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

In case any defect(s) is noticed in the said building during the **Ten (10) YEARS** of guarantee period as stated above and we are unable/decline or neglect to remedy the said defect (s) within **ONE (1) MONTH** or such extended period as may be decided by the Consultant, the employer shall be at liberty to get the defect(s) rectified through any other competent contractor and recover (including) interest @ 12% from us all cost/expenses forgetting the defect (s) rectified.

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

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

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

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

SIGNATURE

COUNTERSIGNATURE

WITNESS:

NAME:

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

**SECTION - IX**  
**TECHNICAL SPECIFICATIONS**  
**REFER BOOK - II**



**SECTION – X**  
**PRICE BID**  
**REFER BOOK – III**

**SECTION – XI**  
**Terrace Layout & Site Plan**