



**THE INSTITUTE OF  
Company Secretaries of India**

**भारतीय कम्पनी सचिव संस्थान**

**IN PURSUIT OF PROFESSIONAL EXCELLENCE**

Statutory body under an Act of Parliament

**SOUTHERN  
INDIA  
REGIONAL  
COUNCIL**

**TENDER DOCUMENT**

**(TECHNICAL BID)**

**VOL- I**

**FOR SELECTION OF CONTRACTOR**

**FOR**

**CIVIL AND ELECTRICAL - RENOVATION OF CHAIRMAN'S  
CABIN AND STAFF / OFFICERS' WORK PLACES IN THE  
EXISTING BUILDING**

**OF**

**SOUTHERN INDIA REGIONAL OFFICE**

**OF**

**THE INSTITUTE OF COMPANY SECRETARIES OF INDIA**

**AT**

**ICSI House, No.9, Wheat Crofts Road, Nungambakkam,  
Chennai – 600 034.**

**Tel No. 044-28279898 / 28222212**

**Pages – 1 to 32**

## INDEX

<b>Sr. No.</b>	<b>Particulars</b>	<b>Page No.</b>
1.	Invitation of Tender	<b>3</b>
2.	Salient features of the tender	<b>4</b>
3.	Instructions for filling the tender forms	<b>5-6</b>
4.	Notice inviting tender	<b>7-8</b>
5.	Tender Forms	<b>9</b>
6.	Draft Construction Contract	<b>10-15</b>
7.	General Terms & Conditions	<b>16-22</b>
8.	Special Conditions of Contract	<b>23-30</b>
9.	List of Approved makes/various materials	<b>31</b>
10.	Plan	<b>32</b>

## SECTION I

### **INVITATION OF TENDER**

The Institute of Company Secretaries of India (ICSI), a Statutory Body setup under an Act of Parliament, i.e., the Company Secretaries Act, 1980, invites sealed quotations /offers from the reputed Contractors for the **CIVIL AND ELECTRICAL – RENOVATION OF CHAIRMAN’S CABIN AND STAFF / OFFICERS’ WORK PLACES IN THE EXISITING BUILDING** at ICSI-SIRO, in a sealed tender box kept at Reception.

1.	Name of the work	<b>CIVIL AND ELECTRICAL - RENOVATION OF CHAIRMAN’S CABIN AND STAFF / OFFICERS’ WORK PLACES IN THE EXISITING BUILDING</b>
2.	Cost of Tender document	Rs. 590/- (Rs.500 + GST 18%)
3.	EMD	<b>Rs.9,000/-</b> (Nine thousand only)
4.	Mode of Payment of Cost of Tender document and EMD	To be deposited in the form of Demand Draft/ Pay Order drawn in favour of “SIRC of The ICSI” payable at <b>Chennai</b> .
5.	Tender publish date	<b>08.07.2019</b>
6.	Last date & Time for Submission of Tender	<b>20.07.2019 up to 3.00 PM.</b>
7.	Date of opening of Tender (Technical bid)	<b>20.07.2019 up to 4.00 PM.</b>
8.	Place of submission / opening of bids	ICSI-SIRC House, No.9, Wheat Crofts Road, Nungambakkam, Chennai – 600 034.
9.	Mode of submission of Tender documents	May be submitted by hand or through post/courier so as to reach before the due date & time

ICSI shall not be liable for any postal delays, what so ever in receipt of tender(s) and shall not entertain any such tender received after the stipulated date and time.

**Sarah Arokiaswamy**  
**Joint Secretary, ICSI-SIRO**

**Date: 08.07.2019**

**Place: Chennai**

## SALIENT FEATURES OF THE TENDER

Sl. No.	Description	Remarks
1	Type of Tender	Item Rate Basis
2	Estimated Cost	Rs 4.4 Lakh + applicable taxes
3	Cost of tender documents	Rs. 590/- (Rs.500 + GST 18%) in the form of pay order / demand draft drawn in favour of <b>“SIRC of The ICSI”</b> payable at <b>Chennai</b> to be submitted along with the tender documents. <b>(Non refundable)</b>
4	Earnest Money Deposit	<b>Rs.9,000/-</b> (Nine thousand only) in the form of pay order/demand draft drawn in favour of <b>“SIRC of The ICSI”</b> payable at <b>Chennai</b> .
5	Last date of submission of sealed offers	<b>20-07-2019 at 3.00 pm</b>
6	Pre bid site visit	Any bidder who wants to visit the site can visit the site on any working day before participating in the bid process i.e. ICSI SIRC’s Office at <b>ICSI House, No.9, Wheat Crofts Road, Nungambakkam, Chennai – 600 034</b> .
7	Date of opening of tender documents	<b>20-07-2019 at 4.00 PM</b> at ICSI SIRC’s Office at <b>ICSI House, No.9, Wheat Crofts Road, Nungambakkam, Chennai – 600 034</b> .
8	Commencement of work	From the Date of issue of work order or Handing over the renovation site whichever is earlier.
9	Time for completion	45 days from the date of award of work and handing over the renovation site whichever is earlier.
10	Mobilization advance	Either 10% of the Contract value against equivalent amount of Bank Guarantee issued by a Scheduled bank as per approved format of the owner. The mobilization advance amount paid shall be recovered from your bill.
11	Secured advance	No secured advance will be paid.
12	Performance Guarantee	No performance Bank Guarantee but earnest money to be kept as security deposit till completion of the project.
13	Liquidated damage	<b>(0.50%)</b> percent of the Contract Price per day of delay or part thereof, limited to five percent <b>(5%)</b> of the Contract Price.
14	Defect liability period	<b>Twelve Months</b> from the date of Virtual Completion.
15	Minimum bill value of each running bill	Rs. 2.5 lakh
16	Retention Money	10% of value of each running bill. [10% of the Contract value including earnest money deposited along with tender documents and retention money to be deducted from each running bill if any to be kept as security deposit till the completion of defect liability period as per the terms and conditions mentioned in the tender documents.]
17	Deduction	TDS & WCT/GST at prevailing rates

## INSTRUCTIONS FOR FILLING IN THE TENDER FORM

1. Each of the following documents referred to as Volume 1 & 2 with their respective contents shall individually and collectively constitute the Tender Document:

**VOLUME 1** NOTICE INVITING TENDER, TENDER FORM AND DRAFT RENOVATION CONTRACT, GENERAL CONDITIONS OF CONTRACT AND SPECIAL CONDITIONS OF CONTRACT. PRELIMINARY DRAWINGS OF WORK.

**VOLUME 2** INTERNAL ELECTRICAL WORKS, TECHNICAL SPECIFICATIONS & BILL OF QUANTITIES

2. For the Bill of Quantities, in **VOLUME 2** the rates shall be written (after carefully studying the technical specifications and detailed specifications and drawings) clearly, legibly in **figures** and in **words**. In case of any doubts, or discrepancy, the amount in **words** will be treated as correct and final.

3. List of drawings accompanying the tender documents is furnished in VOLUME 1. All tender drawings form an integral part of tender and the details shown on the drawings are complementary to the Bill of Quantities and vice versa. Rates quoted must be deemed to have taken note of all the Drawings, Technical specifications, Detailed Specifications and Bill of Quantities.

4. **The Tenderer shall certify that he has studied the Work at site and acquainted himself about construction, materials & labour required for the work.**

5. The Tenderer shall submit a declaration disclosing all Work for which he has already entered into contract, the value of work that remains to be executed in each such contract and details of any disputes pending in respect of any such contract whether in a court or any other Forum or under discussion / negotiation with the other party to such contracts.

6. Every Tenderer shall furnish along with his tender an **income-tax clearance** certificate & brief information regarding the **income-tax circle, Ward & the District** in which he is assessed by income-tax, the reference No. of assessment and the assessment year.

7. The tenderer shall attach self-attested copies of service tax no., pan no., tin no. , and a cancel cheque / bank detail along with a Copy of contractor license.

8. The Tenderer shall pay the amount of **earnest money** as specified in the tender notice separately along with the Tender. Tenders received without Earnest Money Deposit (EMD) shall not be entertained.

9. Certified copies of **Registration Certificate**, Partnership Deed and Power of Attorney or Memorandum and Articles of Association in case of Limited Companies will have to be furnished along with the tender to render the tender eligible for consideration.

10. In case, the Tenderer notice any **discrepancy or error** in any statement made, or quantities or units shown against items, he shall immediately bring to the notice of ICSI-SIRO before submitting the tender.

11. Every Tenderer shall furnish along with his tender proof of his/their technical and **organizational competence** to execute the Work of the above nature and magnitude adequately supported with testimonials and certificates from the organizations for whom they have executed similar work in the past 3years.

12. The Tenderer shall co-ordinate and provide the facilities for the nominated sub-contractors / vendors at no extra cost to the ICSI-SIRO.

13. The tender of any Tenderer not complying with any of the above instructions 1 to 12 shall not be entertained.

At any time prior to the last date for receipt of Bids, the ICSI-SIRO, may, for any reason, whether at its own initiative or in response to a clarification requested by the Bidders, modify the Tender by issuing an addendum/corrigendum. Any such amendment issued along with the original Tender document will constitute Revised Tender. The addendum/corrigendum will be uploaded on the ICSI website which shall be treated as integral part of the Tender. No separate communication/ intimation shall be given regarding such addendum/ corrigendum. The Bidders are expected to visit the website frequently to check for any such addendum/ corrigendums.

The ICSI may at any time during the Tendering process but before opening the technical bid request the Bidders to submit revised Technical / Commercial Bids and/or Supplementary Commercial Bids, in case of change in Scope of Work, without thereby incurring any liability to the affected Bidder or Bidders.

I / We have carefully read the above said instructions and have understood the same and shall comply with the same.

**PLACE:**

**DATE:**

**SIGNATURE OF THE TENDERER  
WITH SEAL AND ADDRESS**

## NOTICE INVITING TENDER

1. Sealed item rate tenders are invited by **Southern India Regional Council of The Institute of Company Secretaries of India (ICSI-SIRC)** , a statutory body established and constituted under an Act of Parliament i.e. the Company Secretaries Act, 1980 having its Head Office at **ICSI House, 22, Institutional Area, Lodi Road, New Delhi – 110003** for the “**CIVIL AND ELECTRICAL – RENOVATION OF CHAIRMAN’S CABIN AND STAFF/OFFICERS’ WORK PLACES**” of its **Regional office AT ICSI-SIRC House, No.9, Wheat Crofts Road, Nungambakkam, Chennai – 600 034.**

The tender shall be in prescribed form attached to the tender notice and shall be submitted at ICSI-SIRC, ICSI-SIRC House, No.9, Wheat Crofts Road, Nungambakkam, Chennai – 600 034.

2. Tenderers are advised to go through all the documents in connection with this tender carefully.

Tenderers will have to deposit the sealed Tenders in the office of ICSI-SIRC, ICSI-SIRC House, No.9, Wheat Crofts Road, Nungambakkam, Chennai – 600 034, **on 20-07-2019 before 3:00 P.M by hand/post/courier.**

The ICSI shall not be liable for any postal loss/delays what so ever and tender received after the stipulated date and time shall not be entertained.

Tenderers will deposit the following in sealed envelopes:

**Envelop I** – Volume – I (Technical bid), drawings, (with necessary supporting document)

- i. Cost of tender documents.
- ii. Earnest Money Deposit for the amount and in the manner specified.
- iii. Annexure I - Basic Information about Applicant.
- iv. Annexure II – Work Capability & previous experience.
- v. Annexure III- List of Important Work in Hand
- vi. Annexure IV- List of Technical personnel in the Establishment.
- vii. Annexure V- List of Construction plant & Equipment.
- viii. Annexure VI- Annual Turnover
- ix. Annexure VII- Financial data for last Audited Financial Year.

**Envelop II** – Volume – 2 (Financial bid)

**Both the envelopes to be put in a separate sealed 3<sup>rd</sup> envelope of bigger size.**

The sealed bids will be opened on **20-07-2019 at 4.00 PM at ICSI-SIRC, ICSI-SIRC House, No.9, Wheat Crofts Road, Nungambakkam, Chennai – 600 034.** The bidders or their representatives, if they wish, may remain present while opening of the same.

Those are eligible in the technical bill will be called for financial bid.

1. Each of the tender documents are required to be signed by the person or persons submitting the tender in token of his/ their having acquainted himself/ themselves with all the conditions/ specification, as laid down. Any tender with any of the document not so signed may be rejected.
2. The clarification on technical issues, if any, may be obtained from Mr Chenna Kesava Chebrolu, Deputy Director, ICSI-SIRO **Phone No:** 044 - 2827 9898 on any working day during normal working hours.
3. The party submitting the tender must obtain for himself on his own responsibility and expenses all the

information which may be necessary for the purpose of filling this tender and for entering into contract for the execution of the same and must examine the drawings and inspect the site of the work to get acquainted with all local conditions and matters pertaining thereto.

4. Any additions and alternations made in filling the tender must be attested and counter-signed by the tenderer. Over-writing of figures is not permitted. Failure to comply with either of these conditions will render the tender invalid. No request, advice or any change in rates or conditions after submission of the tender will be entertained.

**3. Criteria for Eligibility.**

A) Technical criteria

- i. The Contractor should possess valid registration Certificate in appropriate class of contractor & Valid Civil contractor license for the appropriate class, issued by any Govt. Licensed Board/dept.(for Civil works only)
- ii. The Contractor must have satisfactorily completed at least three similar works each costing (40%), or two similar works each costing (60%) or one similar work costing (80%) of the estimated cost of tender, during the last 07 years ending on last day of month previous to one in which applications are invited.

B) Financial criteria

Average annual turn-over in last 3 years ending previous financial year shall not be less than 100% of the estimated cost.

4. Tenders not filled properly or **incomplete in any form or having false representation, not complying with the instructions/ conditions** shall be rejected.
5. Tenderers should quote their rates both in figures & in words. The total of each page along with carried over figures of the previous page shall be given in ink and signed by the tenderer. No blank space shall be left. Rates quoted in words shall deem to be correct in case of cuttings or overwriting.
6. If the tender is made by an individual it shall be signed by him and his full name and complete address shall be given. If it is made by partnership firm it shall be signed in the name of the firm by a partner of the firm who shall sign his own name and give the name and address of each partner of the firm and attach a copy of 'Power of Attorney' with the tender authorizing him to sign on behalf of the other partners. A certified copy of the 'Partnership Deed' in case of registered firms and notarised copies in other cases shall also be submitted along with the tender.

**I/We hereby declare that I/We have read and understood the above instructions** and the terms and conditions mentioned above are binding on me/us.

**PLACE:  
DATE:**

**SIGNATURE OF THE TENDERER  
WITH SEAL AND ADDRESS**



**TENDER FORM**

To,  
Joint Secretary,  
**ICSI-SIRC,**  
ICSI House,  
No.9, Wheat Crofts Road,  
Nungambakkam,  
Chennai –600 034.

Dear Sirs,

**SUB: Tender For Civil and Electrical -Renovation of Chairman’s Cabin and Staff/Officers’ Work Places of the existing SIRO building located at No.9, Wheat Crofts Road, Nungambakkam, Chennai – 600 034.**

With reference to the tender invited by you -----for the above proposed work, I / We \_\_\_\_\_ have:

- a) Examined the drawings, Tender documents as defined in clause No. 1.28 of General Conditions of Contract.
- b) Visited and examined the site of the proposed work and acquired the requisite information relating to or affecting the tender.

I/We undersigned hereby submit our bid to construct the proposed work in strict accordance with the tender documents.

I/We undertake to complete the whole of the works as per the attached time schedule from the date of issue of intimation by you that our tender has been accepted and upon being permitted to enter site. I/We further undertake that on failure, subject to the conditions of the contract relating to extension of time, I/We shall pay agreed 'Liquidated Damages' for the period during which the work shall remain incomplete.

I/We hereby deposit with you as Earnest money **Rs. -----/- (Rupees ..... only)** [carrying no interest] and I/We agree that this sum shall be forfeited in the event of the acceptance of my/our tender and if I/We fail to take up the contract within the stipulated time when called upon to do so.

I/We further agree to the **deduction of 10% from each R.A. Bill towards the 'Retention Money'** which will be returned as per the relevant clauses in the agreement.

**PLACE:  
DATE :**

**NAME AND SIGNATURE OF TENDERER**

## DRAFT RENOVATION WORK ORDER

Annexure -- 16

Ms. -----

**Sub: Work Order for Re-modelling & renovation of Institute's building/ floor(s) at -----.**

- Ref:
- (a) Our press tender notice issued in ----- on-----.
  - (b) Tender documents with prescribed EMD submitted by you before Cutoff Date & Time.
  - (c) The discussions held with you on ----- by Infrastructure Committee of ICSI- WIRC.
  - (d) Your letter dated----- mentioning the Overall Discount of -----
  - (e) Final Bill of Quantity (BOQ) dated -----.

Dear Sirs,

With reference to the above, we are pleased to place this work order on you for above mentioned subject on the following terms & conditions.

### **1. SCOPE OF WORK**

The scope of work consists of the followings:

- i. Dismantling/removal of partitions, false ceiling on selective locations, storage units, tables, doors, electrical cables and fixtures and stacking at site with segregation for reuse or sale of materials/fixtures as old/ scrap.
- ii. False ceiling with Gypsum& metal, paneling with veneer, carpet, insulation acoustic paneling, partitions, wooden flooring, making platform, fixing of doors, door frames, door panels ,cabinet for server unit, refurbishing of existing tables, polishing of old furniture / doors, fixing pin up board, providing podium& sofa, , POP & painting, Anti termite treatment and fixing of roller blinds in widows.
- iii. Flooring with ceramic as well as vitrified tiles and fixing of sanitary fittings in the toilets.
- iv. Providing and laying electrical /LAN wiring and fixing of light fitting/ fixtures.
- v. Removal of existing Air Conditioning units and reinstalling with new refrigerant piping, electric cabling and PVC drain piping. Further, gas charging, testing and commissioning of all AC units at new locations are to be done.
- vi. Above scope of work consists of supply of all materials of good quality (list of make/brand as well as specifications as mentioned in the tender documents), scaffolding, tools and tackles and installation charge required for completing the job in all respect and in accordance with the working drawings to be issued by Institute's architect for the project M/s. -----,-----.
- vii. Above work are to be executed on item rate basis. There should not be any deviation in the specifications of the materials without prior approval of the Institute. Before execution of any item, approval of samples of materials to be fixed is to be obtained from the Institute.

- viii. The Contractor shall make his own arrangement for storage space for the various materials required for the project .The Institute does not have sufficient storage space.
- ix. Dismantling of the scaffoldings and other ancillary structures after completion of work and cleaning and removal of the debris/ malba and to be dumped in a dump yard duly approved by the local Municipal Corporation or any authority.
- x. Proper planning should be made while executing so that minimum disturbance occurs to the working of the Institute as well as the neighbors. All areas, passages, drive ways, stair cases which have not been handed over for project work shall be kept neat and clean all the time; some barriers shall be made by you to bifurcate the working area and non-working area, and maintaining all the services like water, electricity, sewer/waste water disposal without any disruption of services shall be made by you without any extra cost.
- xii. Covering of working place with necessary barricade and curtains from entering of the visitors or others to the working place. Necessary boards like work in progress /prohibited area are to be displayed.
- xiii. Coordination with other agencies who are engaged for other works in the same place so that work will continue smoothly.
- xiv. To take care of the existing properties/equipments of the Institute.
- xv. Transportation, loading, unloading & stacking of the scaffolding material as well as the other materials/ equipments required for with your own arrangement. No extra payment will be made in this regard.

## 2. **CONTRACT PRICE:**

The total contract price based on item rates and quantities given in the final BOQ (Part II of tender documents) duly filled by you for rates of different items to be executed is Rs. - ----- (Rupees ----- only). The details of the price breakup and rates of different items are as per **Annexure-----**. However, payment shall be made, based on the actual quantity executed and measurement as per terms and conditions mentioned in the tender documents and after joint measurement and certification of the Architect.

## 3. **TAXES:**

Above price is inclusive of all taxes. TDS&WCT/ VAT under GST will be deducted from your bill as per prevailing rate. Institute being a statutory body does not have CST or LST number and further, no way bill form will be provided for delivery of any material or equipment.

## 4. **REBATE:**

Rebate @ ----- will be deducted from your bill to be raised with tendered unit rate as mentioned in **Annexure-----**.

## 5. **ESCALATION:**

Above prices are firm and no escalation in price will be paid shall be payable to the bidder even if the contract period is extended for any reason whatsoever. Also the prices would remain firm for any addition/decrease in quantities to be executed as per site condition required by us.

## 6. **MOBILISATION ADVANCE:**

10% of the Contract value will be released to you as mobilization advance against equivalent amount of Bank Guarantee and the draft of the same should be preapproved by the Institute. The mobilization advance amount paid shall be recovered from each of your running bill on pro rata basis.

## **7. PAYMENT TERMS:**

Running bills with minimum prescribed amount as mentioned in the tender documents i.e. Rs.2.5 lacs are to be submitted periodically and the payment will be made as under:

- (a) 90% of bill value will be released based on the actual work executed and certification of the Architect.
- (b) Balance 10% deducted from each running bill will be retained towards the Security Deposit/Retention Money.
- (c) BILLING: The Contractor shall prepare measured bills as directed by the Architect (detailed measurement, abstract sheet, purchase bills, and other supporting documents) once per fortnight and submit the same to the Architect in triplicate along with a soft copy for checking and issue of interim certificate. Bills are to be submitted within a week of every fortnight. Minimum value of each Running Account bill is Rs.2.5 lakh.

## **PAYMENT OF BILLS:**

(d) RUNNING ACCOUNT BILLS: The Contractor has to submit the Running Account Bills in triplicate once in a fortnight along with detailed measurements in serially machine numbered register, abstract sheets, deviation statement.

(e) PAYMENT OF RUNNING ACCOUNT BILLS: Payment will be made within 15 days from the date of receipt of bill duly certified by the architect after recovery of cost of material supplied by the Institute and deducting retention money, TDS, VAT etc. at prevailing rate and advance payment made if any.

## **8. TIME OF COMPLETION:**

The time is the essence of this contract. The period of completion for the entire work of all the disciplines shall be 45 days from the date of handing over of the Site/Area inclusive of mobilization period. Since the job is to be carried out in the running office, the areas shall be handed over to you as per mutually agreed completion time schedule which will be discussed with you from time to time. You will, however, submit a detailed completion bar chart indicating all the activities required for completing the job in all respects against all disciplines of work based on the agreed time schedule subject to overall completion schedule. No extension of completion period will be given.

## **9. FACILITIES TO BE PROVIDED BY ICSI:**

Construction water and Electricity will be provided free of cost at one point. You shall have to make your own arrangement for distribution to your required points. Further, in case of disruption in supply of water and electricity occur, alternative arrangements are to be made by you with your own arrangement and cost.

## **10. DEFECT LIABILITY PERIOD:**

The total defect liability period for the work is 12 months from the date of completion of the work and handing over to the Institute. During the defect liability period if any defects pointed out for workmanship as well as the material used same shall be replaced /rectified with your own cost. Otherwise if the replacement/ rectification job is

not attended within the time given same will be carried out with other agencies and the expenditure incurred for the rectification job will be recovered from your security deposit or any amount payable to you.

**11. EARNEST MONEY & SECURITY DEPOSIT:**

The earnest money of Rs.9,000/- (Rupees Nine thousand only) deposited by you along with tender documents and the retention money to be deducted from each running bill will be treated as security deposit. Out of the total retention money, 50% is to be released after the virtual completion of the work duly certified by the architect and balance 50% will be retained till the expiry of the defects liability period.

**12. PERFORMANCE GUARANTEE:**

Performance Guarantee of an amount of 2.5% (two and half percent) of the contract amount or by an irrevocable Bank Guarantee of an equivalent amount in the format approved by the Institute from any Scheduled Bank in favour of the “Institute of Company Secretaries of India” is to be submitted within 10 days of the receipt of the work order. The Bank Guarantee so submitted shall be valid for six months more than the stipulated/extended date of completion.

**13. EXTRA ITEMS:**

The rates for any extra item of work, if any wherever possible shall be derived from the existing rates in the Bill of Quantities; in other case shall be arrived on the basis of actual cost of material and labour plus 15% percentage of profit /overhead as stipulated in the respective tender documents for each and every discipline of work. You will, however, submit analysis of rates for each and every extra item of works as and when they arise for our approval before executing the said work.

**14. LIQUIDATED DAMAGES:**

If the performance of work/services is delayed beyond time the CONTRACTOR shall pay the damages to OWNER, an amount calculated at the rate of 0.50% of the total fees/charges payable under the Contract for delay of every week or part thereof, and the OWNER shall be at liberty to deduct the said amounts from any amount due to ARCHITECT from the OWNER. The total amount of such compensation for delay shall, however, be limited to a maximum of 5% payable under the contract. This is without prejudice to any other remedy available to the OWNER under the agreement.

**15. COMPLIANCE WITH STATUTORY REGULATIONS & WORK RULES:**

- (a) You shall be responsible for complying with the applicable laws/bye laws/Regulations in force from time to time.
- (b) You shall have to bear all statutory liabilities as applicable to your workers/personnel engaged by you for the job. Nothing will be paid extra in this regard. If any amount is paid by us in this regard, the same amount will be deducted from your bill.
- (c) You shall have to arrange insurance cover for the workers/personnel engaged by you for the job.
- (d) You shall be wholly and solely responsible for all the dues of the workers/personnel engaged by you including the liabilities if any towards workmen compensation or under any other law.

**16. SAFETY:**

You shall have to provide all safety appliances i.e. safety helmet, safety belt etc. to your workers while working at height at your own cost and follow all safety rules regulation and all statutory provisions etc. in force. You shall be liable for accident, injury, losses due to any accident or negligence of your workers and you shall be liable to incur all the expenses in consequence thereof and Institute is in no way responsible for any damages arising out of this work contract.

**17. TERMINATION:**

If at any time after the commencement of the work the ICSI SIRO for any reason whatsoever does not require the whole or any part of the work as specified in the tender to be carried out, the ICSI SIRO shall have the right to terminate this Agreement and ICSI SIRO shall communicate the termination by giving a notice in writing to the Bidder. In case of the termination of the order and the cancellation of the order in terms of Special Conditions of contract as mentioned in the tender documents, the Contractor shall at his own risk and cost remove from the works site within the time prescribed by the Owner all materials, tools, equipments, which the Architect considers are not useful for its requirements. If the Contractor does not remove the materials within the time prescribed, the Owner may remove and sell the same holding the proceeds less the cost of storage, removal and sale, to the credit of the Contractor. In case the Owner incurs any loss in respect of the sale, it shall be entitled to recover the same from the Contractor. The Owner shall, however, be entitled to purchase the materials inspected and approved as useful for its requirements, at the prices then prevailing.

**18. INDEMNITY**

The CONTRACTOR shall indemnify and keep at all times indemnified the OWNER against any loss or damage that the OWNER may sustain as a result of the failure or neglect of the Contractor, caused either directly or indirectly to carry out its obligations under this Contract and further to pay for all losses, damages, costs, charges and expenses, legal expenses etc., which the OWNER may reasonably incur or suffer and to indemnify and keep indemnified the OWNER, its employees, representatives in all respects.

**19. FORCE MAJEURE:**

The Parties ( both the Owner and the Contractor) shall not be liable for any failure to perform, any of its obligations under this Contract if the performance is prevented, hindered or delayed by a Force Majeure event (defined below) and in such case its obligations shall be suspended for so long as the Force Majeure Event continues. Each party shall promptly inform the other of the existence of a Force Majeure Event and shall consult together to find a mutually acceptable solution.

"Force Majeure Event" means any event due to any cause beyond the reasonable control of the Party, including, without limitation, unavailability of any communication system, sabotage, fire, flood, explosion, acts of God, civil commotion, riots, insurrection, war or acts of government.

**20. ARBITRATION:**

- a) In case of any dispute or difference arising in relation to meaning or interpretation of this order, the authorised official of the Institute and the contractor will address the disputes/ differences for mutual resolution and failing which the matter shall be referred to the sole arbitration appointed by the Secretary, The Institute of Company Secretaries of India.. The provisions of the

Arbitration and Conciliation Act, 1996 will be applicable to the arbitration proceedings. The venue of the arbitration shall be at New Delhi. The cost of the Arbitration proceedings shall be shared equally by both the parties. The decision / award of the arbitrator shall be final and binding.

b) **Jurisdiction**

All disputes arising out of this work order are subject to the jurisdiction of Courts in New Delhi.

You are requested to return the duplicate copy of the work order duly signed & stamped by you as a token of your acceptance of the terms and conditions mentioned hereinabove.

Thanking you

Yours faithfully

**For ICSI-SIRC**

(Authorised Signatory)

## **GENERAL TERMS AND CONDITIONS**

### **2.2 ROLE AND RESPONSIBILITIES OF THE CLIENT'S REPRESENTATIVE:**

- i. The Client shall be represented at the Site by the Client's Representative. The Client's Representative shall be at the Site from time-to-time and shall be responsible for the interaction with the Contractor and the Architect.
- ii. The Client's Representative shall have the authority to make and communicate all decisions called for in this Contract to be made by the Client.
- iii. The Client's Representative shall generally be responsible for and be the final authority to decide all matters effecting the cost and timing of completion of the Project.

### **2.3 ROLE AND RESPONSIBILITIES OF THE CONTRACTOR'S REPRESENTATIVE**

The Contractor shall be represented at the Site by its Representative. The Contractor's Representative shall be on Site at all times during performance of the Work and the Project Coordination Services and shall be responsible for the day-to-day interaction with the Architect and the Client's Representative.

### **2.4 ACCESS FOR CLIENT, CLIENT'S REPRESENTATIVE AND ARCHITECT TO THE WORKS:**

The Client, Client's Representative, the Architect and their respective representatives shall at all times have access to the Work and the Site and to the workshops or other places of the Contractor where the Work is to be so prepared and in workshops or other places of Sub-Contractors and suppliers

### **3. TYPE OF CONTRACT:**

#### **ITEM RATE – Contract**

The Contract shall be an item rate Contract. The Contractor shall be entitled to payment, in Indian Rupees, of no more than the Contract Price as stated in the Contract, in consideration of the Work performed and completion of the Work. The Contractor understands and agrees that the amount payable is assessed on a measurable basis in accordance with the tendered rates. However, the Contract Price may be altered on account of a change order. The Contract Price shall include payment for the supply of all labour (including payment to his Sub-Contractors), equipment, materials, power, water, plant and machinery, tools, transportation, framework, scaffolding, construction of Civil Works and all applicable taxes, duties, octroi, levies, royalties, fees, insurance premiums and all services and activities constituting the Scope of Work defined in the General Conditions of Contract.

### **4. TAXES, DUTIES ETC.:**

As part of the Contract Price, the Contractor shall, in connection with the Work, including GST replaced taxes such as works contract tax, VAT, Sales tax, Excise duty, Octroi, Service Tax, and any other statutory levy, charges, fee, tax etc. all applicable duties, and any other taxes including but not limited to sales tax on the Work, levies or royalties payable on the materials and equipment forming part of the Work, now or hereafter imposed, increased or modified from time to time.

### **5. LICENCES AND PERMITS:**



All licences and permits for the materials under Government control, and those required to be obtained by the Contractor for the execution of the Work, shall be directly obtained by the Contractor. The Contract Price shall include all transportation charges and the other expenses that may be incurred in this connection.

## **6. ROYALTIES AND PATENT RIGHTS:**

All royalties or other sums payable in respect of the supply and use of any patented articles, processes or inventions for the carrying out of the Work as described by or referred to in the Contract.

## **7. INSURANCE:**

### **8.1 INSURANCE POLICIES:**

Before commencing the execution of the Work, the Contractor, without limiting his obligations and responsibilities under this Tender / Contract shall insure against his liability for any material or physical damage, loss or injury which may occur to any property, including that of the Client/Architect, Sub-Contractors, Vendors or to any person including any employee of the Client/Architect, Sub-Contractors.

a. Contractor's All Risk Insurance Policy shall inter alia cover the following:

- i. Entire contract value (Including the Contract Price & approx. cost of owner supply material for the period of completion including Defects Liability Period)
- ii. Third party insurance to cover for any damages to third party. This shall be up to the end of the Defects Liability Period and shall include any damage to the properties and/or injury including death of the persons of the general public and anyone else deemed to be third party.
- iii. Civil commotion, riots, war and other disturbances.
- iv. Earth quake
- v. Fire
- vi. Injury / death any employee of the Client/Architect, Sub-Contractors in course of performance under this contract.

## **9. PAYMENT OF WAGES:**

The Contractor shall pay to labour employed by him either directly or through Sub-Contractors wages not less than the minimum wages as defined in the relevant local labour regulations or as per the provisions of the Contract Labour (Regulation and Abolition) Act 1970 and the Contract Labour Regulation and Abolition of Central Rules 1971, wherever applicable. He shall also abide by the minimum wages and other regulations applicable to the labour engaged in the Work, as laid down by the local authorities concerned.

## **10. CHILD LABOUR:**

The Contractor shall not employ any labour under 18 years of age on the job. No children shall be permitted on the Site.

## **11. CONTRIBUTION TOWARDS EMPLOYEE BENEFITS, FUNDS**

The Contractor shall include in the Contract Price all expenses necessary to meet his obligations for making contributions toward employee benefits funds (Such as provident fund, ESI benefits, old age pension and/or any other benefits/compensation legally payable) in compliance with all the statutory

regulations and requirements. All records in this connection shall be properly maintained by the Contractor and produced for scrutiny by the concerned authorities and the Architect and the Client whenever called for

**12. SETTING OUT AND SITE VERIFYING DIMENSION AT SITE:**

The contractor shall verify all dimensions of places where all works are to be executed.

**13. ASSIGNMENT AND SUB-LETTING:**

The Contractor shall not assign or sublet this Contract.

**14. SUB-CONTRACTORS:**

The Contractor may, however, sub-contract any part of the Work with the prior written consent of the Architect and the Client's Representative.

**15. OVERTIME WORK:**

If it is necessary for the Contractor or any Sub-Contractor to work on other than working days or outside the normal working hours in order to keep up to the time schedule and meet the Construction Programme, the Contractor shall obtain the prior approval of the Architect in writing, which approval shall not be unreasonably withheld. The additional cost of wages and any other costs incurred as a result of overtime or any shift work (except supervision expenses incurred by the Architect) shall be borne by the Contractor.

**16. MATERIALS, WORKMANSHIP, STORAGE, INSPECTIONS ETC.:**

**17.1 MATERIALS AND WORKMANSHIP:**

The Contractor shall be responsible for the establishment of a full and comprehensive quality control system for the Work.

**18. SPECIAL MAKES OR BRANDS:**

The Contractor shall use the materials of special makes or brands as specified by the Architect. Materials of equivalent quality may be used provided that the Architect has approved in writing the substituted materials as being equivalent to the brand specified. Unless substitutions are approved by the Architect in writing in advance, no deviations from the Specifications and other Contract

**19. INSPECTION:**

All materials, equipment, and workmanship shall be subject to inspection, examination and testing at all times and stages during construction, manufacture and/or installation, by the Architect / Client and they shall have the right to reject and order the removal and replacement of any defective material, equipment and / or workmanship or require its correction and rectification. The Contractor shall not proceed with any operation or sequence or trade of the Work until the previous operation or sequence or trade has been inspected and approved by the Architect.

**20. TESTING:**

All the tests on materials, equipment, and workmanship that shall be necessary in connection with the execution of the Work, as decided by the architect and as called of by the contract.

**21. TEST CERTIFICATES:**

The Contractor shall furnish, at his own cost, test certificates for the various materials and equipment as called for by the Architect.

**22. PROGRESS REPORTS:**

At the end of each week the Contractor shall submit a weekly progress report in a format agreed with the Architect. The reports shall include 2 sets of progress photographs taken from pre-determined locations which illustrate the progression of the Work.

**23. METHOD OF MEASUREMENT:**

To evaluate schedule and any additional work instructed under change orders by the Architect or the Client's Representative, the standard method of measurement in accordance with the Standards laid down by Bureau of Indian Standards (IS:1200) shall be followed.

**24. PAYMENTS:**

**25.1 PAYMENTS FOR EXECUTED WORK:**

**a. RETENTION MONEY**

Deduction towards Retention Money shall be made at 10% of the value of Work as certified by the Architect. 50% of such Retention Money will be released to the Contractor on Virtual Completion of work, and the balance will be released after completion of Defect Liability Period, provided the building is free of defects and the Contractor has rectified all defects identified by the Architect and Client. The Retention Money shall not carry interest.

**b. FINAL BILL**

The final bill shall be submitted by the Contractor within one month of the date fixed for Virtual Completion of the Work or of the date of the Virtual Completion Certificate whichever is later, furnished by the Architect. The final bill will be certified by the Architects within 30 working days from the date of the bill submitted. The Contractor shall be paid by the Client within 45 working days of receipt of the Architect's Certificate on the Final Bill.

**25.2 CERTIFICATE FOR PAYMENT FORMAT**

Value of Work done for Interim Certificate	"A"
<b>Deductions:</b>	
--Retention 10% on 'A'	'B'
-- Any other Deductions	'C'
<b>Total Deductions:</b>	'D'
<b>Net Bill Value</b>	<b>A-D</b>

**26. TIME FOR COMPLETION:**

The time allowed for completing within 45 days from the date of award of Work and handing over the site, shall be strictly observed by the Contractor and shall be deemed to be of the essence of the Contract.

**27. PROPERTY OF EXECUTED WORK:**

All executed work, whether in part or in whole shall be the exclusive property of the Client. The Architect, the Client, the Contractor or any of his Sub-Contractors or their employees or workmen or servants or agents shall not be entitled to the use of any such work except for the purpose of carrying out subsequent work.

**28. INDEMNITY:**

Contractor shall be solely liable for and shall indemnify Owner, its officers, servants, employees and agents against all liabilities, losses, claims, actions, suits, proceedings, damages, compensations, costs, expenses, liabilities and demands brought or made against the Client and expenses of any nature whatsoever arising from any personal injury or illness (including death) of any nature whatsoever and any penalty, loss, damage or destruction to any property whether real or personal where such liability arises out of or in connection with the conduct of the Contractor whether under common law, under statute or otherwise. The Contractor further covenants and agrees to indemnify and keep at all times indemnified the Owner against any loss or damage that the Owner may sustain directly or indirectly as a result of the failure or negligence of the Contractor or its or any of his Sub-Contractor(s) or their employees, workmen, representatives, agents, servants or suppliers in the execution of or in connection with the Work or the Contractor's or Sub-Contractor's to faithfully carry out its obligations under this agreement and further to pay for all losses, damages, costs, charges and expenses which the Owner may reasonably incur or suffer and to indemnify and keep indemnified the Owner in all respects.

b. The indemnifying party shall be granted immediate and complete control of any claim of indemnity and the indemnified party shall not prejudice the indemnifying party's defence of the claim.

c. The indemnified party shall give the indemnifying party all reasonable assistance at the expense of the indemnifying party on such claim of indemnity.

**29. FINAL COMPLETION OF THE WORK:**

The Work shall be considered as finally complete at the end of the Defects Liability Period subject to the Contractor having replaced and/or rectified and made good all the defective items of work and defects in accordance with clause above, to the satisfaction of the Architect, and provided that the Contractor has performed all his obligations and fulfilled all his liabilities under the Contract, and when the Architect has certified in writing that the Work are finally complete.

**Forfeiture of EMD / Security Deposit and Invoking of Bank Guarantee**

Owner shall have the right to invoke the Bank Guarantee and to forfeit EMD / the security deposit if the Contractor contravene or breach any of the terms and conditions of this contract or if the Contractor withdraws or amends, impairs or derogates from Work Order / Contract or fails to provide service as per the Work Order / Contract or fails to deliver the satisfactory performance during the period of contract.

Owner shall also have the right to invoke the Bank Guarantee and to forfeit the security deposit and to adjust the damage or loss caused to the Owner due to the negligence, carelessness, inefficiency, fraud, mischief and misappropriation or any other type of misconduct of the Contractor or its staff / employee / agent / representative.

Whenever under Work Order / Contract order any sum of money is recoverable from and payable by the Contractor, the Owner shall have right to recover such sum by appropriating in part or in whole from the EMD / security deposit / bank guarantee of the Contractor. In the event of the EMD / security deposit / bank guarantee being insufficient, the balance or the total sum recoverable, as may be, shall be deducted from any sum due to the Contractor or which at any time thereafter may become due to the Contractor under this or any other agreement with the Owner. If this sum is not sufficient to cover the full amount recoverable, the Contractor shall pay the Owner on demand the remaining amount.

### **30. Confidentiality of Information**

a. During the term of this Agreement and thereafter, any disclosing party's Confidential Information received by the receiving party, under and by virtue of this Agreement, shall be maintained in the strictest confidence and trust and shall not be disclosed to a third party without the prior written consent of the disclosing party, unless such information is required to be disclosed in pursuance of the order of a competent court, tribunal or other regulatory authority exercising valid jurisdiction, in which case the party required to make the disclosure shall promptly notify the other Party in writing of such disclosure. For purposes of this agreement "Confidential Information" means information that: (i) is sufficiently secret to derive economic value, actual or potential, from not being generally known to other persons who can *obtain economic value from its disclosure or use*; and / or (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy or confidentiality.

b. Any software / hardware material, product specifications, financial information, documents covered under this agreement shall be confidential information and deemed to be in private domain and it shall not be made public or shared with any other party without the prior written consent of the Owner. All such information/material shall be treated as confidential for a minimum period of two years after this agreement comes to an end or as agreed from time to time.

c. Provided that upon the expiration, cancellation, or termination of this *Contract*, each party shall, upon the written request of the other party, return or destroy, to the satisfaction of the other Party, all Confidential Information, documents, manuals and other materials specified by the other Party.

### **31. Blacklisting**

The Owner may by notice in writing blacklist the Contractor for suitable period in case Contractor fails to discharge its obligation under this Contract without sufficient grounds or found guilty for breach of condition(s) of the agreement, negligence, carelessness, inefficiency, fraud, mischief and misappropriation or any other type of misconduct by Contractor or by its staff or agent or in case there are more than 3 penalties on the Contractor in any month.

### **Non-Exclusive Agreement**

The Contract between the Owner and the Contractor is a non-exclusive agreement. The ICSI shall be free to enter into any such agreement with any other service provider during currency or the extended currency of this Contract.

### **32. Complete / Entire Agreement:**

This Contract, its Attachments, if any, and the documents specifically referred herein constitute the complete Agreement between the Parties and replace any written or oral Agreement or understanding with respect to the subject matter. Changes, amendments or interpretations of this Agreement shall be valid only if they are in writing and signed by both parties, except that each Party may make a change of domicile or change of the name of the person to whom notifications shall be sent. This notification shall be made through a written document to the other Party to this Agreement.

### **33. Representations and Warranties**

The Parties represent and warrant that they have relevant authority and permission under the applicable laws/ rules/ notifications or by virtue of the order/ instruction/ directive from the relevant authority to enter into this Contract.

### **34 Non Waiver:**

Failure to exercise by either party of any right under this Contract in one or more instances shall not constitute a waiver of those rights in another instance. Such waiver by one Party of any of the rights established herein shall not be considered as a waiver of another right established herein. A provision or right under this Contract shall not be waived except in writing signed by the party granting the waiver, or varied except in writing signed by all the parties.

**35 Severability**

If any provision of this Contract is held invalid, unenforceable or illegal for any reason, this agreement will remain otherwise in full force apart from that provision(s) which shall be deemed deleted.

**36 Notices & Notifications:**

All notices, notifications, request, consents or other communications required or permitted to be given to either party pursuant to this Contract shall be in writing and shall be delivered personally or sent by Registered Post with acknowledgement due, Speed post or by courier to the addresses indicated in this Agreement. Any change of Address should be notified to each other.

**37 Alteration and Modification**

Any alteration or modification or waiver in connection with this Contract will not be effective unless made in writing and signed by both the parties.

**38 Headings:**

The headings used in this Agreement are for purposes of convenience only and shall not control the language or meaning of the provision following.

**39 Precedence:**

In the event of any ambiguity or doubt or dispute on the terms and conditions applicable, the order of precedence for the purposes of resolving such ambiguity, doubt or dispute shall be:

- (1) This Contract
- (2) The Attachments (if any)
- (3) The Work Order
- (4) The Offer / Pre-Qualification Press Notice / Tender

## **SPECIAL CONDITIONS OF CONTRACT (S C C)**

### **1. GENERAL:**

The Special Conditions of Contract are an extension of and are to be read in conjunction with the General Conditions of Contract. Should there be any contradictory requirements in the two, the requirement as per the Special Conditions of Contract shall prevail.

### **2. DRAWINGS:**

I. Contract Drawings duly signed by the Architect are diagrammatic but shall be followed as closely as actual construction permits. Any deviations made shall be in conformity with the direction of the Architect and with the prior approval of the Architect.

II. Architectural drawings shall take precedence over services drawings in regard to all dimensions.

III. The Contractor shall verify all dimensions at the Site and bring to the notice of the Architect discrepancies if any, the Architect's decision in this respect shall be final.

### **3. WORK TO BE CARRIED OUT BY LICENSED PERSONS/FIRMS:**

Any special service installations included in the scope of the Work shall only be carried out by technically competent persons holding valid licenses.

### **4. INSPECTION AND TESTING OF MATERIALS:**

The Contractor shall, if so required, produce manufacturers' test certificates for any particular batch of materials supplied to him. The tests carried out shall be as per relevant Indian Standards and shall be carried out at Government approved test facility specified by the Architect.

### **5. REFERENCE DRAWINGS:**

The Contractor shall maintain on site one set of all Drawings issued to him for reference.

### **6. SHOP DRAWINGS:**

The Contractor shall submit to the Architect three (3) copies of all shop drawings for his approval. Shop drawings shall be submitted generally for the following:

a. For specific areas requiring detailing as called for by the Architect / Architect.  
b. Manufacturer's and/or Contractor's fabrication drawings for equipment supplied by Contractor.

c. All the shop drawings shall be prepared on computer through AutoCAD System. Within 7 days after the issue of award of the contract and initial set of working drawings, the contractor shall furnish, for the approval of the Architect, four sets of detailed shop drawings of all equipment and materials as required by the Architect.

Each item of equipment/material proposed shall be a standard catalogue product of an established manufacturer strictly from the List of Approved Makes and Manufacturers listed in Volume 2.

d Shop drawings shall be submitted for approval sufficiently in advance of planned delivery and installation of any materials to allow Architect ample time for scrutiny. No claims for extension of time shall

be entertained because of any delay in the work due to his failure to produce shop drawings at the right time, in accordance with the approved programme.

e. Manufacturers drawings, catalogues, pamphlets and other documents submitted for approval shall be in four sets. Each item in each set shall be properly labelled, indicating the specific services for which material or equipment is to be used, giving reference to the governing section and clause number and clearly identifying in ink the items and the operating characteristics. Data of general nature shall not be accepted.

f. Samples of all finishing materials like marble, granite, veneer, laminate, board, hardware, fittings, paints, etc other than materials so specified shall be submitted to the Architect prior to procurement. These will be submitted in triplicate for approval and retention by Architect and shall be kept in their site office for reference and verification till the completion of the Project.

g. Approval of shop drawings shall not be considered as a guarantee of measurements or of building dimensions. Where drawings are approved, said approval does not mean that the drawings supersede the contract requirements, nor does it in any way relieve the contractor of the responsibility or requirement to furnish material and perform work as required by the contractor.

h. Where the contractor proposes to use an item of equipment, other than that specified or detailed on the drawings, which requires any redesign of the structure, partitions, foundation, piping, wiring or any other part of the mechanical, electrical or architectural layouts; he shall inform the Architect & PMC well in advance and no delays resulting from such re-design shall not be admissible. He shall also submit all related information as may be required for such redesign to the Architect & PMC.

#### **7. COMPLETION DRAWINGS:**

On completion of the Work, the Contractor shall submit three (3) complete sets of the site produced drawings and marked up prints of "AS BUILT" drawings to the Architect. The details to be shown in these drawings shall be as called for by the Architect. During the execution of the Works a set of drawings shall be retained in the Contractor's Site Offices for the exclusive purpose of recording changes made to the Work as the construction proceeds.

#### **8. TESTING OF INSTALLATIONS:**

All installations shall be tested as specified, in the presence of the Architect.

#### **9. SITE INFORMATION:**

All information, levels and dimensions given in the tender drawings relating to Site conditions are given in good faith, the Contractor shall, however, make his own independent inquiries and verify the same

#### **10. SITE INSTRUCTION FILE:**

The Contractor shall maintain a Site instruction file at the Site office. All instructions received from the Architect and the Client's Representative relating to the Work shall be retained in the file.

#### **11. TIME FOR COMPLETION OF WORK:**

The time of completion shall be as per the Milestone Chart.

#### **12. PHOTOGRAPHS:**

Besides submitting progress charts, reports, etc., the Contractor shall submit progress photographs as directed by Architect, every four weeks.



**13. PROFESSIONAL INTEGRITY AND TEAM SPIRIT:**

It is the intent of the Client and the Architect that this Project will be executed in a spirit of teamwork and full professional integrity. .

**14. QUALITY ASSURANCE AND CONTROL PROGRAMME:**

The Contractor shall establish an effective quality control system at the Site and implement the same through an independent team

**15. CONTRACT DRAWINGS:**

Drawings forming part of the Contract are listed in Annexure B.

Further supplementary Drawings furnished by the Architect from time to time shall also be deemed to form part of the Contract.

**16. DRILLING, CUTTING ETC.:**

All cutting and drilling of walls or other elements of the building for the proper entry/installation of inserts, boxes, equipment, etc. shall be carried out using electrically operated tools only. Manual drilling, cutting, chiseling, etc. shall not be permitted. No structural member shall be cut or chased without the written permission of the PMC.

**17. REPORTS BY CONTRACTOR:**

17.1 The Contractor shall file daily category-wise labour return. The report shall indicate scheduled requirement against actual strength.

17.2 The Contractor shall prepare weekly reports of planned and actual progress of the Work and the subsequent week's scheduled Work.

17.3 The Contractor shall submit monthly report along with monthly bills.

17.4 Further progress charts and schedules shall be prepared by the Contractor as directed by the Architect/Architect.

**18. RATE ONLY ITEMS, NON-TENDERED / EXTRA ITEMS AND QUANTITIES EXCEEDING THE TENDERED QUANTITIES:**

For all the above mentioned items a **written variation order signed by the Client's Representative and Architect has to be immediately obtained before procurement and execution. No payments will be entertained without the written variation order signed by Client and Architect.** The onus shall be on the Contractor to obtain such prior written variation order from the Client's Representative and the Architect.

**19. MATERIAL STORAGE SHED**

All Civil, Structural & Finishing Works required for the storage of materials or the installation of equipments any other required for the contractor's functioning shall be the responsibility of the contractor.

**20. Specifications and testing**

The following specifications shall be followed for execution of the works.

- I. a) Building work including electrical, water supply and sanitary installations as per the specifications mentioned in the tender.
- b) Relevant ISI standard for works not covered by above.
- c) National Building Organization Specifications.
- d) Bye-laws (Local Authority).

The specifications shall be finalized according to the sequence mentioned above i.e. (a) to (d)

II. The specifications and drawings may not be complete in every detail. The contractor shall comply with their manifest intent and general purpose, taken as a whole, and shall not avail himself of any errors or omissions therein to the detriment of work.

### **TESTING OF STRUCTURE AS PER IS CODE:**

The tests such as Core test, Load test, Rebound hammer test & Ultrasonic pulse velocity test shall be made at the contractor's own cost, whether the results of such tests be satisfactory or otherwise.

The Architect / Owner shall, during the progress of the work or during the period of maintenance, instruct the contractor and such instruction shall always be binding, that the above tests be made on the works or any part thereof, if in his opinion, such a test(s) is deemed necessary for one or more of the reasons herein below specified :

- a) The site made concrete test cubes failing to attain the specified strength.
- b) The shuttering for concrete works being prematurely removed.
- c) Over loading during construction of the work of hereof.
- d) Concrete improperly cured.
- e) If any portion of the work carried out without prior approval to proceed with such work.
- f) If concrete is honey combed or damaged or in the opinion of the Architect/Owner, a particular work is important or critical areas of the structure where weakened or concrete will effect the stability of the structure to carry designed load.
- g) Any other circumstances attributable to alleged negligence on the part of the contractor which in the opinion of the consultants results in the work or part thereof being less than the expected strength.
- h) Any reasons other than foregoing.

### **7. A) EARNEST MONEY DEPOSIT: (E.M.D)**

Earnest Money Deposit of **Rs.9,000/- (Nine thousand only)** in the form of Demand Draft/ Pay Order drawn in favour of "**SIRC of The ICSI**", payable at **Chennai** should be submitted along with the Tender. This will be retained by **ICSI-SIRC**.

E.M.D's of the unsuccessful tenderers will be returned within **Ninety Days** from the date of selection of bidder, without incurring any interest thereof.

E.M.D's shall be forfeited in the following circumstances:

- (i) The Tenderer withdraws his bid;
- (ii) The tenderer either fails to start the work on stipulated date and time;
- (iii) The Tenderer fails to comply conditions as per the terms of the Tender and Work Order.

- (iv) Any other justified reasons e.g. misleading or wrong information in the Bid, violation of the terms and conditions of the Tender, involvement in forming ring / cartel, submission of multiple bids in different names etc.

The E.M.D's of the selected Tenderer / Contractor will be retained by ICSI-SIRC till completion of the project and will be treated as security deposit and same will be returned to the Contractor to the satisfaction of ICSI.

5. **The successful tenderers shall within 7 (working) days of the receipt of intimation from the ICSI of the acceptance of his/their tender, be bound to execute / implement the Contract by signing agreement in accordance with the terms and conditions of the contract attached herewith. The work order or the written acceptance by the ICSI of tender shall be binding on the Contractor.**
6. All compensations or other money payable by the Selected tenderer to ICSI under the terms of this tender may be deducted from the Security Deposit or from any sum that may be or may become due to the Contractor on any account whatsoever and in the event of the Security Money being reduced by reason of any such deductions the Contractor shall within 7 days of being asked to do so make good in cash or cheque any sum or sums which have been deducted from its Security money.
7. In case, where the same item of work is mentioned at more than one place in the Schedule of quantities, the lowest of the rates quoted by the tenderer for the item shall be taken for the payment of that item.
8. ICSI shall have the right to assess the competencies and capabilities of the tenderer(s) by going through the credentials given in the Technical Bid and on the basis of such credentials, the ICSI may reject the candidature of the tenderer without assigning any reason and decision of the ICSI shall be final.
9. The discretion of acceptance of tender shall rest with the ICSI. ICSI does not bind itself to accept the lowest tender and reserves the right to reject any or all the tenders received without assigning any reason(s) whatsoever without any notice to tenderer(s). Non acceptance of any tender shall not make the ICSI liable for compensation or damages of any kind. ICSI further reserves the right to accept a tender other than the lowest or to annul the entire tendering process with or without notice or reasons. Such decisions by ICSI shall be final and bear no liability whatsoever consequent upon such decisions.
10. The Commercial Bid of only those parties who qualify in the technical scrutiny shall be opened and time and date for opening the Commercial Bid shall be communicated separately.
11. ICSI reserves the right of accepting the tender in whole or in part without assigning any reason and such decision shall be treated final. The part acceptance of the tender shall not violate the terms and conditions of the tender and contract and the tenderer shall execute the

work at the specified rates without any extra charges or compensation within the stipulated period.

**A) RETENTIONMONEY:**

The Earnest Money deposited and total retention money retained will be treated as Security Deposit and the same will be retained till completion of defect liability period of 12 months. Out of the total retention money, 50% is to be released after the virtual completion of the work duly certified by the architect and balance 50% will be retained till the expiry of the defects liability period.

**b. Forfeiture of Security Deposit**

The above said security deposit shall be liable to forfeiture wholly or in part at the sole discretion of the Owner if the selected tenderer fails to carry out the work or perform or discharge its obligation or observe any of the terms/conditions/clauses of the contract or tender document.

**Interest on the Security Deposit**

No interest would be payable by the Owner to the Selected tenderer on the security held in deposit.

**C) INCOME TAX / WCT:**

TDS under the Income Tax Act, 1961 at the rate prevailing at the time of payment will be made from each Running Bill and Final Bill, together with any other statutory deductions like works contract Tax.

**8. PERIOD OF VALIDITY:**

The tender shall remain valid for acceptance for a period of **SIXTY DAYS** from the last date for submission of the tenders. If any tenderer withdraws his tender before the said period or makes any modifications in terms and conditions of the tender, then the Client shall be entitled to forfeit the said Earnest Money Deposit by encashment / enforcement of the Bank Guarantee herein without prejudice to his being liable to any further loss or damage incurred in consequence by the ICSI.

**9. INSPECTION OF SITE :**

**Every tenderer is expected to inspect the site of the proposed work and acquaint himself with the site conditions approaches, availability of raw materials, geological and weather conditions etc. before quoting his rates.** He must go through all the drawings, specifications and other tender documents. Any further clarifications in the drawings and documents can be had from the Architect at the above-mentioned address. Submission of the tender shall be deemed to be due compliance with this clause.

**10. QUANTUM OF WORK :**

A schedule of probable quantities in respect of each work and specifications accompany these Conditions. The schedule of probable quantities is liable to alterations, omissions, deductions or additions at the sole discretion of the Architect / Client. The schedule of probable quantities may vary to any extent on the higher or lower side. Each item of work is entered in a separate column. All items shall be totalled in order to show the aggregate value of the entire tender. Variation in quantities shall not be deemed to be a breach of contract by the ICSI / Architect. Payment will be made based on joint measurement of actual work executed and approved unit rate.

**11. ALL INCLUSIVE RATES :**

The Tenderer's rates must be firm and shall include the cost of transportation of material to the Site, all taxes including GST replaced taxes such as works contract tax, VAT, Sales tax, Excise duty, Octroi, Service Tax, and any other statutory levy, charges, fee, tax etc., and the fixing or placing in position for which the item of work is intended to be operated. The rates quoted by the Contractor shall remain firm throughout the contract period and there shall be no upward revision of the rates quoted by the Contractor for any reason whatsoever. Any request for revision of the rates or claims for extra GST replaced taxes such as Sales tax, VAT, Excise duty, Octroi and any other statutory levy, taxes etc. shall not be entertained by the ICSI in any case whatsoever.

## **12. INTERPRETING SPECIFICATIONS:**

In interpreting the specifications, the following order of decreasing importance shall be followed:

Bill of Quantities.  
Drawings  
Technical Specifications.

**13.** No alterations, amendments or modifications shall be made by the tenderer in the Notice Inviting Tenders, Instructions to the Tenderers, Contract Form, Conditions of the Contract, Drawings and Specification and if any such alterations are made or any special conditions attached, the tender is liable to be rejected without reference to the tenderer.

**14.** The acceptance of a tender shall rest with the ICSI or its authorised representative who does not bind itself to accept the lowest tender and reserves to itself the right to reject any or all the tenders received or annul the entire bidding process with or without assigning any reason(s) whatsoever and any notice to tenderer. Such decisions by ICSI shall be final and bear no liability whatsoever consequent upon such decisions.

**15.** The ICSI or its authorized representative reserves the right of accepting the whole or any part of the tenders received and the tenderer shall be bound to perform the same at the rates quoted. The ICSI reserves the right to supply materials and recover the amount therefrom from the Running Bills of the Contractor.

**16.** The Work shall be carried out under the direction and supervision of the Architect / Architect and the ICSI / ICSI's Representative at the Site. On acceptance of the tender, the Contractor shall intimate the name of his accredited representative (the "Contractor's Representative") who would be supervising the work/construction and would be responsible for taking instructions for carrying out the work of the Contractor.

**17.** The Architect's / ICSI's decision with regard to the quality of the material and workmanship will be final and binding. Any material rejected by the Architect / ICSI shall be immediately removed by the Contractor and replaced by material of acceptable and specified quality and standards.

## **18. OCCUPATION IN PART:**

If the ICSI notifies the Contractor of his intention to occupy any part of the buildings, the Contractor shall complete all Work in such areas in consultation with the ICSI to enable the ICSI to occupy the same and none of the clauses of this agreement shall be deemed to have been varied or altered.

**19.** The Contractor shall inspect the source of material, its quality, quantity and availability. The material must strictly comply with the relevant specifications attached, failing which the Contractor shall be liable for all consequences and liabilities arising therefrom.

**20.** The Contractor shall co-operate and co-ordinate with other contractors involved in other work on the site. The Contractor shall have to clear the Site of vegetation, debris, etc., before the commencement of the Work and that no extra payment is permissible on this account. All work connected with preparation of the Site for construction shall be the responsibility of the Contractor and no additional payment therefrom shall be made by the ICSI.

**21. WATER AND ELECTRICITY :**

The Contractor shall organise for water for both construction and drinking water and also electricity for running construction equipments as well as illumination of site at his own arrangement and cost. Further distribution shall be responsibility of contractor.

**22. BASIC RATES FOR MATERIALS :**

Basic Rate shall mean the landed cost at site including all taxes, royalties, cartage, charges, fee, handling etc. but excluding wastage and WCT.

**23. MOBILISATION ADVANCE:**

10% of the Contract value will be released to the contractor as mobilization advance against equivalent amount of Bank Guarantee issued by a Scheduled bank as per approved format of the owner. The mobilization advance amount paid shall be recovered from each of running bill on prorate basis.

**24.** This notice inviting tenders will form part of the tender document and the agreement to be executed by the successful tenderer (Contractor).

### **LIST OF APPROVED MAKES / BRANDS OF VARIOUS MATERIALS**

All the materials specified to be used in the work must conform to the following brands name, shall be factory made and of first quality, BIS / IS marked wherever available. Fabricated items shall be manufactured in accordance with the CPWD / ISI specifications and be of first quality. Samples of all materials to be used shall be submitted and got approved before procurement and Architect / Owner reserves the right to select any of the brand names specified herein for use. In case if there exist non availability of a particular brand amongst the listed brands an equivalent substitute brand shall be allowed on prior approval of Architect / Owner for a limited period only.

<b>MAKE OF MATERIALS</b>		
<b>S.No.</b>	<b>Description</b>	<b>Make</b>
1	<b>Cables: ISI brand,1.1 KV Grade-armoured</b>	Polycab/Havells/Paragon
2	<b>Cables: ISI brand</b>	Polycab/Havells/KEI/Finolex
3	<b>MCCB's</b>	MDS Legrand,L&T,C&S
4	<b>Change over Switch</b>	MDS Legrand,L&T,C&S
5	<b>MCB's ,ELCB'S,RCCB'S Metal clad sockets</b>	MDS Legrand,L&T,C&S
6	<b>Distribution Board</b>	MDS Legrand,L&T,C&S, Hagger
7	<b>6A,16A,5/15A Switch sockets</b>	Anchor roma/MK
8	<b>PVC conduits:ISI MARK</b>	ISI mark
9	<b>Light Fixtures</b>	LED Lights-ISI branded
10	<b>Ceiling Fans/Exhaust Fans</b>	Crompton/usha
11	<b>MS. Conduits</b>	Bharath/Guptha/Vimco

\_\_\_\_\_  
**OWNER**

\_\_\_\_\_  
**CONTRACTOR**

