

TENDER DOCUMENT  
VOLUME I  
TECHNICAL BID

**SUPPLY AND INSTALLATION OF FIXED FURNITURE**

**AT**

**THE INSTITUTE OF COMPANY SECRETARIES OF INDIA  
KOCHI CHAPTER**

**AT**

PLOT NO. 65/635, JUDGES AVENUE, RBI QUATERS ROAD, BEHIND INDIAN EXPRESS, KALOOR,  
ERNAKULAM, KOCHI - 682 017

PAGE (1-86)

ARCHITECT:

**M/s Safe Matrix architectural and engineering consultants India Pvt Ltd,  
Manapattu building, Muvattupuzha,**



**THE INSTITUTE OF  
Company Secretaries of India**

**भारतीय कम्पनी सचिव संस्थान**

**IN PURSUIT OF PROFESSIONAL EXCELLENCE**

Statutory body under an Act of Parliament

(Under the jurisdiction of Ministry of Corporate Affairs)

**ICSI House, 22, Institutional Area, Lodhi Road, New Delhi - 110003**

**Website: [www.icsi.edu](http://www.icsi.edu)**

### **PROJECT INFORMATION**

<b>Project:</b>	Supply & Installation of Fixed Furniture at ICSI-Kochi Chapter's premises at Plot No. 65/635, Judges Avenue, RBI Quarters Road, Behind Indian Express, Kaloor, Ernakulam, Kochi - 682 017
<b>Owner</b>	The Institute of Company Secretaries of India (ICSI)
	Head Office: 22, Institutional Area, Lodhi Road, New Delhi – 110003.
	Kochi Chapter Office: 1 <sup>st</sup> Floor, Govardhan building, Chittoor Road, Ernakulam, Kochi – 36
<b>Extent of Site:</b>	As per the Plans attached with the document
<b>Location of Site:</b>	Plot No. 65/635, Judges Avenue, Rbi Quaters Road, Behind Indian Express, Kaloor, Ernakulam, Kochi - 682 017
<b>Invitation Existing Conditions:</b>	<u>(To Be Verified By Contractor)</u>

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**SECTION – I**  
**INVITATION TO BID**

## SECTION I: NOTICE INVITING TENDER

1. Sealed quotations/offers are invited from the reputed Firms / Contractor(s) for Supply & Installation of Fixed Furniture at ICSI-Kochi Chapter's premises at Plot No. 65/635, Judges Avenue, RBI Quarters Road, Behind Indian Express, Kaloor, Ernakulam, Kochi - 682 017. The last date of receipt of the offer in a sealed envelope super scribing "**Supply & Installation of Fixed Furniture at ICSI-Kochi Chapter's premises at Plot No. 65/635, Judges Avenue, RBI Quarters Road, Behind Indian Express, Kaloor, Ernakulam, Kochi - 682 017**", is on or before **14<sup>th</sup> May, 2024 upto 3.00 PM** in a sealed tender box kept at Office of The Institute of Company Secretaries of India, at "ICSI, Kochi Chapter, 1<sup>st</sup> floor, Govardhan Building, Chittoor Road, Ernakulam". The tender may also be sent at above address directly, either through Post or Courier. ICSI shall not be liable for any postal delays whatsoever in receipt of tender(s) and shall not entertain any such tender received after the stipulated date and time. The Technical Bids will be opened on **14<sup>th</sup> May, 2024 at 4.00 PM** on the aforesaid venue. The representatives of the bidders, if they wish, may remain present while opening of the technical bids.
2. The clarification on technical issues, if any, may be obtained from the Architect, on any working day during normal working hours : **M/s Safe Matrix Architectural and Engineering Consultants India Pvt Ltd**, Manapattu building, Muvattupuzha, Ph: 8848679926, Email: [thesafematrix@gmail.com](mailto:thesafematrix@gmail.com) .
3. The tenderer must obtain for himself on his own responsibility and cost, all the required 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 acquaint himself with all local conditions and matters pertaining thereto. The tenderers may Contact Mr. Amarnath, Site engineer (7892583870) for site visit.
4. 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/specifications, as laid down. Any tender document not signed by authorized person shall be liable to be rejected.
5. Any additions and alternations made in filling the tender must be attested and counter-signed by the tenderer. Over-writing of figure is not permitted. Failing to comply with either of these conditions, the Institute at its discretion reserves its right either to accept or reject such tender/s. No request, advice or any change in rates or conditions after submission of the tender will be entertained.
6. The tenderers shall submit Earnest Money Deposit (EMD) of **Rs 24,000/- (Rupees Twenty Four Thousand Only)** in form of Demand Draft drawn in any of the Scheduled Bank in favour of **the Institute of Company Secretaries of India**, payable at **New Delhi**. The EMD of the unsuccessful tenderers will be refunded without any interest within 30 days, subsequent to decision of awarding the Contract. Any tender not accompanied by the requisite Earnest Money in Demand Draft will not be considered and shall stand rejected. It may be noted that conditional tender may be liable to be rejected.

The EMD of the Tenderer shall be forfeited in the following circumstances: -

- (i) The Tenderer withdraws his bid;
- (ii) The Tenderer either fails to start the work within a period of 7 calendar days or fails to execute the agreement within 15 days after the receipt of letter of acceptance of tender or the Letter of Intent/ Work Order;
- (iii) The Tenderer fails to supply goods / services as per the terms of the Tender and Purchase / 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.
6. 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.
7. All compensations or other money payable by the Contractor to **ICSI** under the terms of this contract may be deducted from the retention money or from any sum that may be or may become due to the Contractor on any account whatsoever and in the event of the retention 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 his retention money.
8. 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 Contractor for the item shall be taken for the payment of that item.
9. Time is the essence of the Contract. The overall period for completion of the works in all respect is **60 days from the 7<sup>th</sup> day of issue of Letter of Intent (LOI)/Work Order**. The site will be handed to the Contractor in phased manner as the building will remain operational during the execution of work. The Contractor needs to complete the works in phased manner. Only after completion of one phase subsequent area/phase will be handed over to the Contractor.
10. The Contractor shall carry out and complete the Work mentioned in “Scope of Work” to the entire satisfaction of the Owner and Architect.
11. The drawings issued along with tender documents are to give fair idea of type of works and for the purpose of bidding only. Working drawings for the purpose of execution of work at site shall be issued to the successful tender only after issue of the work order.
12. If the Contractor fails to complete the work by the scheduled date of completion or within any sanctioned extended time, he shall have to pay liquidated damages for the delay period for which work remains incomplete as per the relevant clause.
13. The tender is item rate basis. The quantities contained in the Schedule are only approximate. However, payment will be made as per the actual quantity executed and based on joint measurement and agreed unit rate.
14. Tender shall be valid for period of One Hundred Eighty days (**180 days**) from the last date of submission of bid to ICSI. The same may be extended for a further period of 60 days with concurrence of the Tenderers. However, **ICSI** is not bound to accept the lowest or any tender and reserves the right to accept or reject any or all tenders either in whole or in part, without assigning any reason for the same.
15. In the event of opening date of tender being a closed holiday or declared Holiday for Central Government offices, the due date for opening of the tender will be the following working day at the appointed date, time & venue.
16. AMENDMENT OF TENDER DOCUMENTS

- a) At any time, prior to the date of submission of tender, ICSI may, for any reason, at its own initiative modify tender document by amendments.
  - b) The amendments shall be notified by email on registered email ID and hard copy of the same shall be sent to registered office address of the tenderer and these amendments will be binding on all the tenderers.
  - c) In order to afford prospective tenderers reasonable time to take the amendment into account in preparing their tender, ICSI, at its discretion, may extend the deadline for the submission of tender suitably.
17. The ICSI may at any time during the tendering process but before opening the technical/commercial bid request the tenderer(s) 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 tenderer(s).
  18. Incomplete tender shall be rejected outrightly. No alterations, amendments or modifications shall be made by the tenderer(s) in the tender documents and if any such alterations are made or any special condition is attached, the tender is liable to be rejected at the discretion of the ICSI without reference to the tenderer. Please note that all the information as desired needs to be provided/ furnished. Incomplete information may lead to rejection of tender.
  19. This tender does not commit the ICSI to award a contract. Further, no cost may be incurred in anticipation of award of Work. The tenderer shall bear all costs associated with the preparation and submission of its tender, and the ICSI will in no case be responsible or liable for these costs, regardless of the conduct or the outcome of the tendering process.
  20. In case of failure of successful tenderer to supply the goods / services of the ordered quantity / specifications / quality in the time schedule and at the agreed rates, the ICSI shall have right to purchase the same from the market at the prevalent rate and the difference between the agreed price and purchase price would be recovered from the successful tenderer. Further, if the supplied items are not in accordance with the ordered items then the ICSI reserves the right to reject the whole lot or accept, whole or part supply, at less than the agreed / market price. Any loss to the ICSI on this account shall be recovered from the successful tenderer.
  21. Tenderer would be liable to be black-listed under following circumstances: -
    - Giving false, misleading or fake information / document in the tender;
    - Withdrawing the bid after opening of the Financial tender;
    - Refusal to accept Work/Purchase Order at the quoted prices;
    - Failure to supply goods of the ordered quantity / quality / specifications at the agreed rates within the time schedule;
    - Adoption of any unethical or illegal practices;
    - Any other justified reason.

Where any tenderer has been black-listed, his EMD Deposit shall be forfeited after giving him an opportunity of being heard. The decision of the ICSI shall be final and binding.

22. 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. In such case(s) the Commercial Bid shall not be opened for that particular tenderer.

23. The acceptance of tender shall rest with the ICSI. ICSI does not bind itself to accept the lowest tender and reserves to itself the right to reject any or all the tenders received without assigning any reason(s) whatsoever and 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.
24. 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.
25. ICSI reserves the right of accepting the tender in whole or in part without assigning any reason and such decision shall be 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.
26. Submission of tender by way of e-mail is not acceptable.

**Chairman, Kochi Chapter  
The ICSI**



**SECTION – II**  
**SALIENT FEATURES OF THE TENDER**

## SECTION II: SALIENT FEATURES OF THE TENDER DOCUMENTS AT A GLANCE

Sl. No.	Description	Particulars
1.	Type of tender	Item rate basis.
2.	Cost of Tender Document for each Slice	<b>Rs. 500/-</b> including GST (Non-refundable) in the form of DD/ Pay Order drawn in favour of <b>“The Institute of Company Secretaries of India”</b> Payable at New Delhi.
3.	Earnest Money Deposit	<b>Rs 24,000/- - (Rupees Five lakh Fifty Thousand -Only)</b> (Refundable) in the form of DD/ Pay Order drawn in favour of <b>“The Institute of Company Secretaries of India”</b> Payable at New Delhi.
4.	Validity of the BID	180 days
5.	Date of Commencement of work at site	within 7 <sup>th</sup> day of issuance of Letter of Intent (LOI)/Work Order or handing over of Site, whichever is later.
6.	Time of Completion inclusive of Holidays & Monsoon/ Rainy period	60 days from Seventh (7 <sup>th</sup> ) day from the date of Issuance of LOI/Work Order
7.	Date, Time & Place of Pre-Bid Conference	On <b>06<sup>th</sup> May, 2024 at 2:30 PM</b> in the Office of The Institute of Company Secretaries of India, at Project site at No. 65/635, Judges Avenue, Rbi Quaters Road, Behind Indian Express, Kaloor, Ernakulam, Kochi - 682 017
8.	Last date and time for Receiving the Sealed Tender	On <b>14<sup>th</sup> May, 2024 at 3.00 PM</b> in the Office of The Institute of Company Secretaries of India, at-  1 <sup>st</sup> Floor, Govardhan building, Chittoor road, Ernakulam, Kochi - 36
9.	Date, Time & Place of opening of technical bids of the Sealed Tenders	<b>On 14<sup>th</sup> May, 2024 at 4.00 PM</b> in the Office of The Institute of Company Secretaries of India, at-  1 <sup>st</sup> Floor, Govardhan building, Chittoor road, Ernakulam, Kochi - 36
10.	Signing of Contract Agreement	within 15 days of the issuance of Letter of Intent (LOI)/Work Order.
11.	Mobilization Advance	10% of the Contract Price against submission of BG of equivalent amount, valid till Completion of the tenure of Contract and to be recovered from each R/A bill on prorate basis.
12.	Retention Money	To be deducted @10% of bill value from each Running Bill & Final Bill.
13.	Release of Security Deposit	50% will be released on Virtual Completion of work. Balance 50% will be released after Completion of Defect Liability Period.

Sl. No.	Description	Particulars
14.	Insurance	<ul style="list-style-type: none"> <li>➤ Contractor's All Risk Insurance Policy to inter alia cover the following: <ul style="list-style-type: none"> <li>• Contract Price plus 10% for the period of Completion of the work + Defect Liability Period.</li> <li>• Civil commotion, riots, war, earth quake, terrorist attack and other disturbances.</li> <li>• All Plant and machinery owned by the Contractor for the project.</li> <li>• Damage insurance against loss or damage by fire or any other disaster to the works during construction until its completion.</li> </ul> </li> <li>➤ Workmen Compensation Policy to be taken by Contractor.</li> <li>➤ Third Party Insurance Policy</li> <li>➤ Any other insurance policy not referred above but mandatory to indemnify ICSI against all types of losses.</li> </ul>
15.	Secured Advance	No Secured Advance to be paid.
16.	Minimum value of Running Account Bills	Rs. 3 lakh except Final bill
17.	Interim Payments / RA Bill Payments:	At least one month subject to completion and finality of bill
18.	Payment of Running Account (RA) Bills	Within 21(twenty-one) working days from the date of Certification of bills by the Architect, if found in order.
19	Final Bill	Contractor to submit the Final bill within 30 days of issue of Virtual Completion Certificate.
20	Taxes and Duties	All Government taxes and duties such as VAT/WCT, Sales tax, GST, Service Tax, etc. to be included in the bid price.
21	Income Tax/ WCT/GST	To be deducted from each running bill and final bill at prevailing rates.
22	Labour Cess	Applicable Labour Cess/ duties etc. will be calculated & deposited by the Contractor & the receipt of the same may be submitted on demand of the Institute (ICSI)
23	Freight, Insurance, Packing, Forwarding, Loading & Unloading	To be included in the bid price.
24	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.
25	Escalation	No Escalation shall be payable during the Contract period, whatsoever may be the reason.
26	Electricity & Water	<b>Water Supply:</b> Water Supply & Electricity to be arranged by the Contractor with their own arrangement & cost. However, there is Construction water & Electricity at site which is maintained & used by the Civil Contractor and expenses towards the same is also borne by the Civil Contractor, thus the Contractor may arrange the same in coordination with the Civil Contractor on cost sharing basis.

<b>Sl. No.</b>	<b>Description</b>	<b>Particulars</b>
27	Period of Maintenance/ Defect Liability Period (DLP)	12 (twelve) Months for other works from date of issue of Completion Certificate by Architect.
28	Liquidated Damages/ Penalty	0.5% of Contract Value per week of delay, subject to a maximum of 10% of Contract Value.

**SECTION - III**  
**INSTRUCTIONS TO TENDERERS**

## **SECTION - III: GENERAL INSTRUCTIONS TO TENDERERS**

### **1. GENERAL INSTRUCTIONS**

- 1.1 The Invitation to Bid shall form a part of the Contract.
- 1.2 The Tenderers shall check the number of pages of all the documents and should they find anything missing or unclear, they must notify Owner at once for clarification. No liability for errors in the tender resulting from failure to check the documents will be accepted. Should 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 addendum must be clarified by the CONTRACTOR and those addenda will be a part of the tender document. The Tenderer has to incorporate the entire addendum as and where applicable and the tender not incorporated with the addendum is liable to be rejected.
- 1.3 In the event of Tenderer not submitting the tender for the work, the blank Tender document together with all the enclosures must be returned immediately.
- 1.4 The Tenderers must understand that the quantities marked in bill of quantities for respective items are not the final / actual quantities to be executed. These are only estimated quantities. These quantities are liable to alteration, omission, deletion or addition at the discretion of the Architect/ OWNER 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 Tenderer shall satisfy himself fully regarding the nature of the work and get required clarifications from the OWNER. 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 signed and dated by the Tenderer's authorized representative.
- 1.7 If the tender has to be submitted by a partnership /Joint venture firm it should be signed by all the partners or by the partner who has the necessary authority on behalf of the firm to enter into the contract and the tender document shall be submitted along with such power of attorney.
- 1.8 If the tender has to be signed on behalf of company incorporated under Companies Act, 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 should also be submitted along with the tender.
- 1.9 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 and address should be stated clearly below their signature.
- 1.10 Along with the submission of tender, the Tenderer shall indicate the name(s) of the authorized representative who would be responsible and authorized to discuss, negotiate and provide clarification and receive instruction from the Architect/ OWNER during and the post tender stage.
- 1.11 All parts of Tender documents including drawings, formats, addendums etc., should be submitted duly signed and stamped.
- 1.12 The Tenderer shall fill in the rates and amount both in figures as well as in words. The amount for each item should be worked out and totaled.
- 1.13 The rates, amounts and all other entries in the Tender documents shall be written by hand in ink only.
- 1.14 All corrections should be attested by the Tenderer with his dated initials as many times as the corrections occur.
- 1.15 Any tender with unattested overwriting or corrections is liable to be rejected.
- 1.16 Arithmetic errors in filling the rate and amount will be incorporated as follows:
- 1.17 While filling the rates the rate in words will supersede the numerical rate.
- 1.18 Totaling of amount will be corrected clearly on the basis of arithmetical rules.
- 1.19 In case of error in totaling, rate given in words will prevail and tender value will be corrected accordingly.
- 1.20 Tenderer should not make any alteration in the Tender document including Instructions to Tenderers, the Conditions of Contract, the Drawings, Specifications and Quantities. If at any stage, it is found that alterations (s) are made, the tender shall be liable to be rejected and EMD shall be forfeited.
- 1.21 Request For Information: No oral request will be entertained; however, information will be given on written requests over following:

- 1.22 Ambiguity / Clarification in conditions, specifications, drawings, Bill of Quantities, site etc.
- 1.23 Regarding items of works which are included in the tender and / or regarding items of works which Tenderer considers shall be included to complete the work in all respect.
- 1.24 Within Fifteen (15) days of issue of Letter of Intent/ Work Order by the OWNER, the Tenderer shall sign the necessary agreement.
- 1.25 Work Order, or handing over of the site, whichever is later. Within this period the CONTRACTOR must handover, a Non-Judicial Stamp Paper of the specified value to execute the agreement, to the representative of the OWNER.
- 1.26 The CONTRACTOR is bound by the rates; he quotes for the various items irrespective of quantities mentioned in the tender. No revision in rates will be allowed due to variation, alteration, omissions, modifications of the quantities put to tender.
- 1.27 If the contractor fails to quote rate for any particular item in the tender, the rate for that particular item will be treated as zero and contractor shall be liable to execute that item at zero rate, for a quantity limited up to the quantity given in the tender.
- 1.28 If the contractor quotes different rates for same item at different places, then lowest rate will be considered for all the purposes.
- 1.29 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.
- 1.30 The rates quoted by the Tenderer shall cover the cost of all loading, transporting to site, unloading, sorting under covers as required, assembling or joining the several parts together as necessary and incorporating or fixing materials in the work including all preparatory work or whatsoever description as may be required and of closing, preparing, loading, returning empty cases of containers to the place of issue
- 1.31 Rates shall be inclusive of all taxes, service tax, octroi, toll, sales tax, professional tax, works contract tax, Labor Cess, Labour insurance, royalties or any other new taxes or levies etc. and shall be payable by the CONTRACTOR. The OWNER will not entertain any claim whatsoever in this respect.
- 1.32 Labor hutments may be constructed at site by the CONTRACTOR with his own arrangement and cost.
- 1.33 The Tenderer shall inspect the site to acquaint himself with the nature of work, local conditions, facilities of transport conditions, effective labour and materials, access and storage for materials and removal of rubbish etc. The Tenderer shall provide/ include 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.
- 1.34 The validity of the Tender shall be for a period of One Hundred Eighty (180) days from the date of opening of tenders.
- 1.35 The successful Tenderer shall submit a detailed Completion Schedule / Program in the form of Microsoft Project chart identifying the important milestones/ activities involved and working out the resource planning/scheduling for main items, within Ten days of issue of Letter of Intent/ Work Order, which with modifications if any, by the OWNER, shall be adhered to for final and satisfactory completion of entire work within the agreed time frame.
- 1.36 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 OWNER, in consultation with the CONTRACTOR, but subject to the time limits specified in the tender.
- 1.37 Any /part of the works shall not be sub-let to a third party without the prior written approval of the OWNER/ Architect.
- 1.38 The Tenderer, if firm or company, shall in its forwarding letter mention the names of all the partners of the firm 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.
- 1.39 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.
- 1.40 No interest shall be payable on Security Deposits or on any delayed payments, at any stage. The cost/expenses incurred in preparing & submission of this Tender shall be exclusively borne by the Tenderers only.

- 1.41 The Tenderers are advised to note that this is a “Prestigious Project” of the OWNER and has to be executed in accordance with the details given in the Tender Documents.
- 1.42 The details, information, drawings, specification of material etc. being provided with the tender documents are the absolute and exclusive property of the OWNER. The Tenderers are not authorized or permitted to copy or otherwise reproduce the document in any way or convey to any third party, any information contained in the tender documents or drawings. The Tenderer has to maintain strict confidentiality. The Tenderer is required to keep all the information/ details /drawings /material specification highly confidential and has to maintain secrecy.
- 1.43 The Tender Documents issued to One firm shall not be permitted to transferred to Other firms.

## **2. ELIGIBILITY CRITERIA:**

The Bidders having experience of at least two (2) years in executing similar nature of works can apply. Copy of the work orders/completions certificates to be attached.

## **3. EARNEST MONEY:**

- a. Earnest money shall be given with the tender in the form of DD / Pay Order drawn in favour of “The Institute of Company Secretaries of India”, payable at New Delhi, to be included in Envelope No. 1 (Technical Bid) only.
- b. Any bid not accompanied by an Earnest Money (Bid Security) shall be rejected by ICSI as non – responsive.
- c. The amount of earnest money will be refunded to the unsuccessful tenderers. In case of the successful Tenderer, it will be treated as part of Security Deposit. If successful Tenderer does not execute the Agreement, his earnest money deposit will be forfeited by the ICSI.
- d. No interest would be paid by ICSI on Earnest Money Deposit. Moreover, the EMD may be forfeited in following circumstances.
- e. **Forfeiture of EMD:** The EMD shall be forfeited in the following circumstances: -
  - (i) the bidder withdraws its bid subject to condition mentioned wherein lowest bid of two bidders are same;
  - (ii) the selected bidder does not accept the Purchase / Work Order;
  - (iii) the selected bidder fails to supply goods / services 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.

## **4. TENDERING PROCEDURE**

### **4.1 PRE-BID MEETING:**

- i. Tenderers or their representatives are advised to attend pre bid meeting on **6<sup>th</sup> May, 2024** at 2:30 PM at Project site at No. 65/635, Judges Avenue, Rbi Quaters Road, Behind Indian Express, Kaloor, Ernakulam, Kochi - 682 017
- ii. The purpose of the meeting is to clarify any issues and to answer questions on any matter that may be raised at this stage. The Tenderers are requested to submit questions/queries in writing or through email in Prescribed format as attached to reach ICSI not later than **4<sup>th</sup> May 2024**. Email Id for this communication are [abhishek.raj@icsi.edu](mailto:abhishek.raj@icsi.edu).
- iii. The reply to the queries/ questions of Tenderers will be given by ICSI during pre-bid meeting and will be compiled and communicated to the all-short-listed bidders after pre-bid meeting. This clarification referred to as addendum/ corrigendum shall form part of the tender documents which will also be common and applicable to all Tenderers.
- iv. The tender submitted by Tenderer shall also be based on the addendum/corrigendum (if any) by the OWNER and this tender shall be un-conditional. Conditional Tenders will be summarily rejected.

### **4.2 MANNER OF SUBMISSION OF TENDER AND ITS ATTACHMENTS:**

1. Tenderer shall submit the tender and documents in two sealed envelopes as below, which will be



- acceptable through registered post/ speed post/ courier/ by- hand.
2. The Tenderer shall sign and put seal of his firm on each page on 'Technical Bid' and 'Price Bid' while submitting the bids.

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

The first envelope clearly marked as 'Envelope No -1(Technical Bid)' (duly filled up, signed and stamped on each page) shall contain the following documents:

1. Prescribed Earnest Money Deposit (Bid security)
2. Cost of Tender documents
3. Certificate of incorporation of the Company/firm (Company Act/ Partnership etc.)
4. Registration certificate of GST.
5. PF Registration Certificate from Regional PF Commissioner.
6. Registration certificate of ESI
7. PAN Card
8. Authorization Letter of Signatory, if required

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

The second envelope clearly marked as 'Envelope no. 2 (Price Bid)' shall include the following;

- a) Grand Summary (both in words and figures)
- b) Summary with item rates (both in words and figures)

The Tenderer should quote his most competitive item rates and Grand Summary (in words and figures) in attached Bill of Quantities in the tender document. He should not quote this offer anywhere directly or indirectly in Envelope No. 1 (Technical Bid). The Tenderer shall quote for the work as per details given in the main tender and also based on the addendum or corrigendum. This tender shall be unconditional.

#### **4.3.3 SUBMISSION OF TENDERS:**

- 1 The sealed Envelope No .1 (Technical Bid) and Envelope No. 2 (Price Bid) 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 of Fixed Furniture at ICSI-Kochi Chapter's premises at Plot No. 65/635, Judges Avenue, RBI Quarters Road, Behind Indian Express, Kaloor, Ernakulam, Kochi - 682 017**" and submit it to KOCHI Chapter Office: 1<sup>st</sup> Floor, Govardhan building, Chittoor road, Ernakulam, Kochi – 36. The full name and address of the Tenderer/ name of the authorized person delivering the sealed cover containing the tender shall be written on the bottom left hand corner. The sealed envelope 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 envelope containing tender shall strictly apply in all cases. The Tenderers should ensure that their tender is received by ICSI, before the expiry of date and time. 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 Tenderer unopened. The bids shall not be accepted through Fax or Email.

#### **4.3. OPENING OF TENDERS:**

Issue of tender document will not automatically mean that the Tenderers are considered qualified. On the date specified in the tender notice, following procedure will be adopted for opening of the tender.

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

First of all, Envelope No. 1 i.e. Technical Bid will be opened in presence of Tenderer/its representative who like to attend at the time and venue of opening to verify its contents as per tender requirements on 12<sup>th</sup> May, 2024 at 4.00 pm at Chapter premises. Further, evaluation of Technical Bids, the tenderers will be carried out based on Institute's requirement.

#### **4.4.2 ENVELOPE NO. 2 (FINANCIAL BID):**

1. Price bids of only those Tenderers, whose technical bid fulfill ICSI requirement will be opened with prior intimation to the bidders.

2. The bids will be checked by ICSI 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.
3. A) The tender submitted shall be treated as invalid if the contractor does not quote the price of tender or any section/sub head of the tender.  
 B) In case the lowest tendered amount of two or more contractors is same, such lowest contractors will be asked to submit sealed revised offer in the form of letter mentioning percentage above/below on tendered price including all sub sections/sub heads as the case may be, but the revised percentage quoted above/below on tendered price or on each sub section/sub head should not be higher than the price quoted at the time of submission of tender. The lowest tender shall be decided on the basis of revised offers. In case any of such contractors refuses to submit revised offer, then it shall be treated as withdrawal of his tender before acceptance and 50% of earnest money shall be forfeited. In case all the lowest contractors those have quoted same tendered amount, refuse to submit revised offers, then tenders are to be recalled after forfeiting 50% of EMD of each contractor. If the revised tendered amount of two more contractors received in revised offer is again found to be equal, the lowest tender, among such contractors, shall be decided by draw of lots in the presence of the Director (Infra. & Building Maintenance) and board members of the ICSI & the lowest contractors those have quoted equal amount of their tenders. Contractor(s), whose earnest money is forfeited because of non- submission of revised offer, shall not be allowed to participate in the re- tendering process of the work.
4. The Tenderer whose tender is accepted will have to give an undertaking to the effect that he/they will pay the labours engaged on the work, the wages as per Minimum Wages Act, 1948 and any latest modification thereof, applied to the zone in which the work lies and act accordingly.
5. 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 law relating thereto, and rules made thereunder from time to time.
6. The successful Tenderer will have to sign the Agreement on Rs.100/- Non-judicial stamp paper within 15 days of such communication from ICSI. The Tenderer will have to sign the original copy of tender papers and the drawings according to which the work is to be carried out. The Contractor shall also have to give a declaration to the effect that he has fully studied the plans, specifications, local conditions and availability of labour 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. RETENTION MONEY/ SECURITY DEPOSIT:**

The Contractor shall deposit an amount of Rs. 24,000/- (Rupees Twenty Four Thousand only) by pay order/DD drawn in favour of The Institute of Company Secretaries of India, Payable at Delhi as earnest money. The retention money to be deducted from each running bill and EMD will be treated as security deposit. Out of the total Security deposit, 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. In addition to the above Performance Gurantee / Security in the form of Bank Guarantee @ 5% of the total Contract Price shall have to be submitted before execution of the Agreement. No interest will be paid on this amount. Total security deposit may be refunded against equivalent amount of Bank Guarantee valid upto Defect Liability period plus 60 days.

#### **CHECK LIST TO BE SUBMITTED BY TENDERER ALONG WITH THEIR BID**

Sr. No.	Item	Submitted Yes/ No	
01	Prescribed Earnest Money Deposit submitted (Bid security)		

Sr. No.	Item	Submitted Yes/ No	
02	Cost of tender documents		
03	Certificate of incorporation of the firm (Company act/ Partnership etc.)		
04	PF Registration Certificate		
05	Registration certificate of ESI (as per PQ application Evaluated & bidder shortlisted)		
06	PAN Card		
07	Registration certificate of GST		
08	Authorization Letter of Signatory, if required		

### **Proforma for Pre-Bid Queries**

<b>Name of contractor</b>				
<b>Date of Query</b>				
<b>Query No.</b>				
<b>Nature of Query</b>		<b>Commercial</b>		
Sr. No.	Clause No.	Page No.	Query	Clarification
1			<b>Heading</b> Description	
2			<b>Heading</b> Description	
3			<b>Heading</b> Description	
4				
5				

<b>Name of contractor</b>				
<b>Date of Query</b>				
<b>Query No.</b>				
<b>Nature of Query</b>		<b>Technical</b>		
Sr. No.	Clause No.	Page No.	Query	Clarification
1			<b>Heading</b> Description	
2			<b>Heading</b> Description	
3			<b>Heading</b> Description	
4				
5				

Date:

Signature of Bidder with Seal:

**SECTION - IV**  
**GENERAL CONDITIONS OF CONTRACT**

## **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 require.

- a) OWNER                      Shall mean "The Institute of Company Secretaries of India, New Delhi" and shall include their representative/s assignees or successor/s
- b) TENDERER                Tenderer shall be the firm/ company/ authorized individual who submit the  
/ BIDDER                      bid against the Invitation to Bid.
- c) CONTRACTOR            Means the individual or firm or Company, whether incorporated or not, 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) SITE                        Shall mean the site of the contract works including any building and erections thereon and any other land (inclusive) as aforesaid allotted by the OWNER for the Contractor's use.
- e) 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.
- f) NOTICE  
IN  
WRITING                      Notice in Writing or written notice shall mean a notice in writing, typed or printed (unless delivered personally or otherwise proved to have been received) by email or 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.
- g) CONTRACT  
PRICE/ RATE                Contract price/ rate shall mean the prices/rates of the accepted bid.
- h) ACT OF  
INSOLVENCY                Shall mean any Act of insolvency as defined by the Presidency Towns Insolvency Act or any applicable Act.
- i) ARCHITECTS              M/s AAKRITI having its office at 12/1A, Bosepukur Road, Kolkata –700042 appointed as Architect, for the project.

- j) 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.
- k) PROPERTY, OWNER OWNERSHIP & POSSESSION" The assets being created under this Contract as stipulated in the schedule will be the 'Property' belonging to the OWNER. The ownership of the site and property will vest with the OWNER throughout the performance of this Contract from the beginning up to its completion or determination or termination or cancellation and beyond.
- l) 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.
- m) WEEK shall mean seven consecutive days including holidays in between.
- n) AWARD Award shall mean the written acceptance of the bid by the Owner
- o) DAY Day means a day of twenty-four hours from midnight to midnight irrespective of no. of hours worked in that day.
- p) 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 OWNER in the trade and in the district where the work is carried out.
- s) NORMAL WORKING HOURS Normal Working hours shall be between 08.00 am to 06 pm on all working days.
- q) CONSTRUCTION PLANT Constructional Plant shall mean all appliances or things of whatsoever nature required in or about the execution and maintenance of the Works but does not include the materials or other things required /intended to form or forming part of the Works.
- r) PERFORMANCE SECURITY Performance Security shall mean the amount pledged with the ICSI/ Owner while signing the agreement for faithful and satisfactory performance of the contract.
- s) WORK OR WORKS Work mentioned under heading "Scope of Work" in tender and Contract executed between Contractor and Owner.  
DRAWINGS 'Drawings' means all drawings and technical information of a like nature furnished by the Architect to the Contractor under the Contract and all shop drawings, patterns, and other technical information of a like nature submitted by the Contractor.

### 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 OWNER and the Contractor or their accredited representative. The original shall be kept in the safe custody of the OWNER 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 OWNER, 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 OWNER/Architect or his representative shall at all reasonable time have access to the same.

## **1.2 SCOPE OF WORK:-**

The following works shall be done by the contractor and therefore, their cost shall be deemed to be included in their tendered cost whether specifically indicated in the schedule of work or not: -

- Supply & Installation of Fixed Furniture at ICSI-Kochi Chapter's premises at Plot No. 65/635, Judges Avenue, RBI Quarters Road, Behind Indian Express, Kaloor, Ernakulam, Kochi - 682 017 as per enclosed BOQ, Drawings, Specifications and required manpower, tools, tackles and scaffolding for completion of the work in all respect. Including all related work for completion.
- Painting of all exposed metal surfaces of equipments and components with appropriate colour as per standard scheme.
- Making good all damages caused to the structure during installation and restoring the same to their original finish.
- A complete written narrative of how each system is intended to operate.
- Preparation & Submission of As-Built Drawings.

## **1.3 COMPLIANCE BY CONTRACTOR: -**

1. 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, Technical specification mentioned in the tender documents, illustrated in drawings and with the directions and to the satisfaction of the OWNER and Architect.
2. The contract shall include all labour, materials, tools plant equipment and transport which may be required for, the full and entire execution and completion of the works and shall unless otherwise stated, include wastage and materials, carriage and cartage, carrying of empties, hoisting, setting, fitting and fixing in position, testing and commissioning of aforesaid work in accordance with good Engineering practice and recognized principles.
3. 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 OWNER who shall decide which is to be followed, subject to provisions in the contract.
4. 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.

## **1.4 DISCREPANCIES AND ADJUSTMENT OF ERRORS: -**

1. The several documents forming the contract are to be taken as mutually explanatory of one another. In case of discrepancy OWNER shall be sole deciding authority with regard to intention and interpretation of the document and his decision in this respect shall be final and binding.
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 quoted by a Tenderer 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 Tenderers 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.

#### **1.5 LETTER OF INTENT/ WORK ORDER:-**

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

#### **1.6 PROJECT SCHEDULE FOR EXECUTION OF WORK:-**

1. Contractor shall submit within one week of the acceptance of the tender a Project Chart to OWNER with a FORT NIGHTLY work schedule, which shall indicate the planning for the execution of the entire work under the contract within the stipulated time given for completion. This shall be scrutinized by the OWNER.

#### **1.7 MOBILISATION ADVANCE: -**

10% of the Contract value will be released to the contractor as mobilization advance (after Execution of the Agreement by the parties thereto, submission of the Performance Security by the Contractor) against equivalent amount of Bank Guarantee issued by a Nationalized / Scheduled bank as per approved format of the owner. The mobilization advance amount paid shall be recovered from each of running bill on pro-rata basis.

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

The whole of the works included in the contract shall be executed by the main CONTRACTOR and as per **LIST OF SPECIALISED AGENCIES**. They shall not directly or indirectly transfer, assign or further sublet the contract or any part thereof or interest therein without the written consent of the OWNER. 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.

#### **1.9 EMERGENCY WORK: -**

Emergency works means, any urgent measures which, in the opinion of the OWNER, 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 defects 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 OWNER 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 OWNER feels that the sub-contractors appointed by the CONTRACTOR is not competent enough to carry out the work of that package awarded to him, the OWNER reserves the right to entrust that particular work to another sub-CONTRACTOR selected by the OWNER. 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 OWNER will be made directly to the sub-contractor by the OWNER.

#### **1.10 MANDATORY REQUIREMENT: -**

1. The CONTRACTOR shall conform to the provisions of Acts of the Legislature relating to the works, and to the regulations and bye-laws of any authority, and of any water, lighting and other companies and/or authorities with whose system the structure is proposed to be connected and shall, before making any variation from the drawings or specifications that may be necessitated by so conforming, give to the Architect and OWNER written notice, specifying the variation proposed to be made and the reason for making it, and apply for instructions thereon. In case the CONTRACTOR shall 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 1.37.
2. The CONTRACTOR shall indemnify the OWNER or any agent, servant or employee of the OWNER 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



- OWNER or any agent, servant or employee of the OWNER in respect of any such matters aforesaid, the CONTRACTOR shall be immediately notified thereof.
3. The CONTRACTOR shall indemnify the OWNER against all claims which may be made upon the OWNER 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 OWNER 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 inter alia, 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 OWNER against all claims which may be made against the OWNER 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 arising from damage to the property of third parties.
  6. The OWNER 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 OWNER will 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 OWNER.

#### **1.11 ADMISSION TO SITE:**

1. The OWNER & 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 OWNER/Architect and/or his representative for inspection and examination and test of the materials and workmanship. No person unless authorized by the OWNER/Architect except the representative of Public Authorities shall be allowed on the works at any time.
2. The officials of the OWNER connected with the contract shall have the right of entry to the site at all times.
3. The portion of the site to be occupied by the CONTRACTOR, erection of temporary workshop, stores, site office etc. will be clearly defined and or marked on the site plan, and the CONTRACTOR will on no account be allowed to extend his operations beyond these areas. Labour hutments may be constructed by the Contractor with his own arrangements and cost and same is to be removed after completion of the work.
4. The CONTRACTOR shall provide if necessary, or if required on the site all facilities for temporary access thereto and shall alter, adopt and maintain the same as required from time to time and shall take up and clear away as and when no longer required and make all good.
5. The OWNER 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 labour for the execution of such work except by special arrangement with the OWNER. Such work shall be carried out in such 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.
6. The OWNER 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.
  7. 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.

#### **1.12 TEMPORARY WORKSHOPS/STORES/SITE OFFICE ETC.:-**

1. The CONTRACTOR shall during the progress of the works, provide, erect and maintain at his own expense temporary workshops and stores as required for proper and efficient execution of the works.
2. On completion of works and if necessary, on completion of the defects liability period as decided by the OWNER, the whole of such temporary buildings/structures shall be cleared away and the site reinstated and left clean to the entire satisfaction of the OWNER at the Contractor's expense.
3. Additionally, the OWNER may at his discretion permit the CONTRACTOR to locate his workshop and stores, in such buildings as may be available at site for that purpose at a rate to be mutually decided upon by the OWNER 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 OWNER within 7 days of an order to that effect, handover the same in a clean state complete in every respect.

#### **1.13 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 OWNER, tenants or occupiers of other properties near the site and to the public generally. The CONTRACTOR is completely responsible to ensure the safety and convenience of all concerned and at his own cost.

#### **1.14 WORKING HOURS:-**

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

#### **1.15 LABOUR:-**

The CONTRACTOR shall employ labour 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 OWNER. In case of any female staff/ labour, proper arrangements including but not limited to security, safety, sanitary and separate lavatory must be ensured by the Contractor.

1. The CONTRACTOR shall remain liable for the payment and shall pay or cause to be paid all wages or other moneys to his workers or employees and for those employed by his subcontractors (engaged directly or indirectly from time to time on or in connection with the said work under the relevant Acts or enactments relating thereto and the Rules framed there under as if the labour had been directly employed by the contractor
2. In respect of all labour 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 labour regulations in regard to all matters provided therein and with all other labour laws as applicable.
3. The regulations aforesaid shall be deemed to be a part of this contract and any breach thereof deemed to be a breach of this contract.
4. The CONTRACTOR shall take all actions and deposit fees as may be necessary under the applicable labour laws and current labour regulations including the actions and depositing of money on behalf of OWNER, if required. The CONTRACTOR shall at all times keep the OWNER indemnified against any actions for breach of the said Act and regulations.
5. 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.

6. Contractors shall deposit all provident funds, ESI etc. to the respective authorities and produce the receipt of the same to OWNER regularly, failing which OWNER will deposit the same himself and the same shall be adjusted in RA bills or Retention Money.

#### **1.16 RIGHT OF INSPECTION:-**

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

#### **1.17 MATERIALS TO BE ARRANGED BY THE CONTRACTOR: -**

1. The CONTRACTOR shall at his own cost and expense provide all materials required for the works.
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 quantities and in accordance with the Architect's and/or Owner's instructions and the CONTRACTOR shall, upon the request of the Architect or OWNER, furnish him with all invoices, accounts receipt and other vouchers to prove that the materials comply therewith.
3. The CONTRACTOR shall, at his own cost and expense supply to the OWNER through the Architect samples of materials proposed to be used in the works. The samples must be produced at least four weeks before they are to be incorporated in works. The OWNER shall within seven days of supply of samples or within such further period as he may require, inform the CONTRACTOR whether samples are approved by him or not. If samples are not approved, the CONTRACTOR shall forthwith arrange to supply the OWNER for his approval fresh samples through the Architect complying with the specification laid down in the contract.
4. No materials shall be brought by the CONTRACTOR to site unless samples are approved.
5. Store as per standard design finalized and approved by Consultant/ Engineer in Charge to be made at site by Contractor at his own cost.

#### **1.18 TESTING MATERIALS: -**

The OWNER 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 OWNER or Architect may require for the purpose. The cost of materials consumed as well as cost of testing from approved laboratory shall be borne by the CONTRACTOR.

#### **1.19 REJECTION OF MATERIALS: -**

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

#### **1.20 CARE AND CUSTODY: -**

1. Materials required for the works, whether brought by the CONTRACTOR or supplied by the OWNER shall be stored by the Contractor only at places approved by the OWNER, 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 OWNER and they shall not be removed except for use upon the works, without the written authority of the OWNER.

### **1.21 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 OWNER.

### **1.22 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 Architect 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 construction work in the night hours (beyond 20.00 hrs.) or listed holidays & weekly offs, then CONTRACTOR shall arrange for to and fro travelling and food for his workers and other staff , safety and security for Project site staff deployed for supervision at his own cost.

### **1.23 CONTRACTOR'S ALL RISK INSURANCE COVER: -**

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

**Value:** The entire contract value (including the Contract Price plus 10% of the Contract for the period of completion of the Works which includes till the works are handed over to the OWNER to cover the damages due to Civil commotion, riots, war, earth quake, terrorist attack and other disturbances.

- All Plants and machinery owned by the Contractor for the project to be also covered.
- Damage insurance against loss or damage by fire or any other disaster to the works during construction until its completion
- The CONTRACTOR has to take insurance policy to cover all risks including the above. The risks covered in the Contractor's policy include but not limited to Workmen Compensation, Third Party Insurance, Labor and Materials at site etc.

**Beneficiary:** The CONTRACTOR (for the insurance policy taken by him)  
**Period:** The period covered under insurance shall be completion period as extended time plus 12 months of Defects Liability Period  
**Third party liability:** The insurance shall cover all third-party Liability  
**Employees cover:** The insurance shall cover all risks to the employees of CONTRACTOR.

### **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 bye-law 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 OWNER indemnified against all penalties and liability of every kind for breach of any such Statute, Ordinance or Law, regulation or bye-law.
3. The OWNER will repay or allow to the Contractor all such sums as the Engineer in Charge shall certify to have been properly payable and paid by the Contractor in respect of such fees.

### **1.25 PLANT EQUIPMENT AND TRANSPORT: -**

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

### **1.26 ELECTRICITY AND WATER SUPPLY:-**

Water Supply & Electricity to be arranged by the Contractor with their own arrangement & cost. However, there is Construction water & Electricity at site which is maintained & used by the Civil Contractor and expenses towards the same is also borne by the Civil Contractor, thus the Contractor may arrange the same

in coordination with the Civil Contractor on cost sharing basis.

**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 OWNER 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 OWNER 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 OWNER. The employment of engineer as aforesaid shall be to the approval of the Architect and OWNER 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 OWNER 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 OWNER 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 OWNER may consider necessary.
6. The CONTRACTOR or his accredited agent shall attend, when required and without making any charge for doing so, either at works site or at the office of the Architect or OWNER to receive instructions from the Architect or OWNER.

**1.28 DISMISSAL OF CONTRACTOR'S EMPLOYEES:-**

OWNER 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 OWNER 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 OWNER 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 OWNER. 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:-

1. 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 OWNER.
2. The removal and/or re-execution of any works executed by the Contractor.
3. The opening up for inspection of handy work covered up.
4. 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 OWNER 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 OWNER, 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 OWNER in accordance with the provisions of Clause 1.38 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 (I.) 1<sup>st</sup> Preference - CPWD, Analysis of Rates, (II) 2<sup>nd</sup> Preference – SOR (Latest Editions). 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 OWNER 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% to towards establishment, overheads, water and electricity, POL charges, contingency and CONTRACTOR profit, tool and tackles etc. cover profits & overheads of CONTRACTOR.
4. Altered/Substituted/Additional/Extra items to be executed only after approval of Owner based on the recommendation of Architect.

### **1.35 DEFECTIVE WORK:-**

1. The Architect or OWNER 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 OWNER 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 OWNER from any money due or that may become due to the CONTRACTOR against this contract or any other contract with the OWNER.
2. The CONTRACTOR is responsible and shall ensure that there are no leakage or seepage in roofs, ceilings, walls, or floors or in the water supply, electrical or sewage system. Contractor shall do the complete stage of work to the satisfaction of Architect and OWNER.
3. Engineer-in-Charge has full authority, 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 CONTRACTOR shall 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/speed 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 OWNER requiring compliance, fails to comply within fifteen days with such further drawings and /or Architect instructions, the OWNER 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 OWNER 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 MEASUREMENTS: -**

1. The CONTRACTOR shall measure the work done and enter into the measurement book, sign and submit to the PMC for verification and certification.
2. Mode of measurement for Civil Works will be as per IS 1200.
3. If any alterations or additions (other than those authorized) have been covered up by the Contractor without his having given notice of his intention to do so, the Architect shall be entitled to appraise the value thereof and in the event of any dispute the decision of the OWNER thereon shall be final and binding.
4. The measurement and valuation in respect of the contract shall be completed within one months of the completion of the contract works.
5. For all payment purposes physical measurements will be taken by contractor as per respective method, in presence of OWNER'S & ARCHITECT'S representative, in units indicated in BOQ. Payment shall be made on actual measurements.
6. Measurement of weights will be in metric tons corrected to the nearest kilogram.
7. Linear measurement will be in Meters corrected to the nearest Centimeter.
8. Measurement for supply of items shall be made as per units and quantities indicated item-wise in BOQ.

### **1.38 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 OWNER, 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 OWNER to proceed with the work. The OWNER 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 OWNER/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 OWNER.
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 compensation in respect of or arising out of extension of time as specified above shall be payable by the OWNER.

### **1.39 CERTIFICATE OF VIRTUAL COMPLETION: -**

The Works shall be considered as Virtually Complete only upon fulfillment of the procedure laid down above, and only after the Work has been completed in every respect in conformity with the Contract Documents and after all the systems and services have been tested and commissioned, and after the Site has

been cleared and the Work cleaned in accordance with relevant clauses and when the Architect has certified in writing that the Work is Virtually Complete. The Defects Liability Period shall commence from the date of such Certificate of Virtual Completion.

Should, before Virtual Completion, the Client decide to occupy any portion of the Work or use any part of wily equipment, the same shall not constitute an acceptance of any part of the Work or of any equipment, unless so stated in writing by the Architect.

Prior to the issue of the Virtual Completion Certificate, the CONTRACTOR shall submit and hand-over to the Client's Representative the keys to all locks, all operation and maintenance manuals for systems and services, any spares called for in the Contract, and everything else necessary for the proper use and maintenance of the Work complete with all systems and services.

#### **1.40 AS-BUILT DRAWINGS:-**

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

#### **1.41 DEFECTS LIABILITY PERIOD:-**

- a) The defect liability period is 1 year from the date of issue of completion certificate of the work. In case of delay in attending the defects pointed out within 7 days from the date of intimation, the work will be carried out by the Owner at the risk and cost of the contractor. The total financial implication for rectification of the defective work will be recovered from the retention money retained from the each running bill.
- b) 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.

#### **1.42 PENALTY:-**

If the CONTRACTOR fails to complete the works by the due date or within extended time, the Contractor shall be liable to pay compensation to the OWNER at the rate of 0.5 % of the contract value for every week of delay subject to a maximum penalty of 10% of the contract value. Delay beyond 4 months, the OWNER 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.

#### **1.43 ESCALATION:-**

The contract amount shall remain firm and shall not be subject to any escalation whatsoever. No escalation in price will be paid during execution period. Also the prices would remain firm for any addition/decrease in quantities to be executed as per site condition required by the owner.

#### **1.44 SECURED ADVANCE:-**

No Secured Advance shall be paid for this work.

#### **1.45 RETENTION MONEY**

Ten per cent (10%) of the value of each running account bill will be deducted towards Retention Money.

#### **1.46 RUNNING ACCOUNT PAYMENTS:-**

Running bills with minimum prescribed amount as mentioned in the tender documents i.e. Rs. 3.00 Lakh 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) The Contractor shall submit the R/A bills for the work done on monthly basis with the supporting documents such as measurement sheets, Test Certificates etc.
- (d) The running account payments shall be cleared by the OWNER within 21 working days from the date of the certification of Architect of Contractor's bill.
- (e) 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.
- (f) All interim payments shall be treated as advance payments. On completion of the entire work, the



Contractor shall submit his final bill.

**1.47 FINAL BILL:-**

1. The final bill shall be submitted by the Contractor in duplicate within one month of virtual completion of the works to the satisfaction of the Architect and OWNER.
2. It shall be accompanied by all abstracts, vouchers etc. supporting it and shall be prepared in the manner prescribed by the OWNER.
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 with all the measurement books in original to the Architect and with Architect's signature, it will be sent to the OWNER.
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 OWNER subject to the certification of the final bill by the Architect.
7. Payment of those items of the final bill in respect of which there is no dispute shall be made within 60 days of receipt of bill from the CONTRACTOR.
8. 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.
9. All payments due under this contract shall be made by means of a crossed Cheque 'A/C payee'/RTGS.

**1.48 WITH HOLDING OF PAYMENT:-**

The OWNER on recommendation of the Architect may withhold payment or, on account of subsequently discovered evidence, nullify the whole or a part of any payment certificate to such extent as may be necessary to protect the Owner/Client from loss on account of including but not limited to the following: Defective work not remedied by the Contractor.

- a) Failure of the Contractor to make payments properly and regularly to his own workers, to his Sub-Contractors, to his suppliers.
- b) Damage by the Contractor to the work of other Contractors, Sub-Contractors Vendors.
- c) A reasonable doubt that the Contract cannot be completed for the balance unpaid amount.
- d) A reasonable doubt that the Contractor intends to leave work items incomplete
- e) Failure of the Contractor to execute the Work in conformity, with the Contract Documents.
- f) Failure of the Contractor to meet or keep-up with the approved Construction Programme on which the agreed payment schedule is based.
- g) Failure of the Contractor to comply with and fulfill all contractual obligations and liabilities stipulated in the Contract Documents.

Whenever under this tender / contract / work order any sum of money is recoverable from and payable by the Contractor, the Owner/Client shall be entitled to recover such sum by appropriating in part or in whole from the security deposit / bank guarantee / earnest money deposit of the Contractor. In the event of the security deposit / bank guarantee / earnest money deposit 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 on this or any other tender/Contract with the Client. If this sum is not sufficient to cover the full amount recoverable, the Contractor shall pay the Owner on demand the remaining balance.

**1.49 PERFORMANCE SECURITY:-**

The successful bidder must submit the performance guarantee in form of a Bank Guarantee from **any Scheduled** bank to cover any loss or damage caused to or suffered by the Institute due to acts of

commission and omission by the successful bidder or any failure on the part of the successful bidder in fulfilment of terms and conditions of the contract and conditions contained in the contract. The value of the Bank Guarantee has to be of equivalent amount of 5% of the contract price. The Bank Guarantee has to be submitted within 10 days of issue of order but before execution of the contract. The Bank Guarantee shall have to remain valid for the entire duration of the Contract plus three months beyond the completion of contract period. The successful bidder shall not be entitled to any claim or receive any interest on the amount of performance guarantee.

#### **1.50 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 the payment of the same or agree for effecting adjustment from any amounts due to him by the OWNER. 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 OWNER shall be entitled to withhold an amount not exceeding the amount of claim(s), from any sum then due or which at any time thereafter may become due to the CONTRACTOR under this or any other contract with the OWNER 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 OWNER, will be kept, withheld or retained as such by the OWNER, till the claims arising out of or under this contract is 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.

#### **1.51 DETERMINATION:-**

1. The OWNER 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 shall at any time be adjudged insolvent or having received orders for administration of his estate made against him or shall take any proceedings for liquidation or composition under any Insolvency Act for the time being in force or made 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 on behalf of his creditors or.
  - (ii) Being a company shall pass a resolution or the court shall make an order for the liquidation of its affairs or a receiver or manager on behalf of the debenture holders shall be appointed or circumstances shall arise 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 OWNER 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 OWNER.
  - (v) In the opinion of the OWNER/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 OWNER 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 OWNER 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

OWNER to get the works completed or estimated cost of completion (as certified by the Architect) and approved by the OWNER being less than the contract cost, the advantage shall accrue to the OWNER. If the cost of completion after the alternative arrangements have been finalized by the OWNER to get the work completed or estimated cost of completion (as certified by the Architect) and approved by the OWNER 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 OWNER 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 OWNER and the amount so assessed shall be final and binding on the CONTRACTOR.
4. In case the OWNER 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 OWNER, as also the cost of the Contractor's materials used with addition of 25% (twenty Five percent) to cover superintendence and establishment charges.

#### **1.52 FORECLOSING OF WORK:-**

1. If at any time after the acceptance of the tender, the OWNER, for any reason whatsoever, does not require the whole or any part of the works to be carried out, the OWNER 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..

#### **1.53 ARBITRATION:-**

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

#### **1.54 WORKS CONTRACT TAX (SALES TAX)/ GST:-**

1. The CONTRACTOR will necessarily and properly keep all the records, documents and paid vouchers etc. for the purpose of tax assessment by concerned authority. Any claims for refund, if applicable shall be filed by the CONTRACTOR directly with the Sales tax authority.
2. Accordingly, the CONTRACTOR is deemed to have accounted for the element of sales tax on all the quoted amounts under this contract.

#### **1.55 SITE ORDER BOOK:-**

1. A site order book shall be kept at PMC's office at site of work. As far as possible, all orders/ regarding the work shall be entered in this book. All entries shall be signed by PMC, his authorized sub-ordinates who are in-charge of work or his representatives. In important cases, PMC will countersign the entries which have been made.

2. The site order book shall not be removed from the work site except with written permission of PMC. The contractor or his representative shall be bound to take note of all instructions and directions meant for the contractor as entered in the site order book.

### **1.56 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.

## **2 LOGISTICS PLAN FOR HEALTH**

### **2.1 LABOUR AND EMPLOYMENT LAWS**

1. No labour below the age of eighteen (18) years shall be employed on the Project.
2. The Contractor shall not pay the laborers engaged by it on the Project less than what is provided for under the applicable laws. Whether for time or piece work, based on the applicable rates of wages as fixed under law at the time. The Contractor shall ensure that the provisions of the Minimum Wages Act, 1948 and the Provident Fund Act, 1952, as amended from time to time, are fully complied with. The Contractor shall maintain the necessary registers and records for payment of wages, overtime, Provident Fund etc., made to its workmen / Regional Provident Fund Commissioner as required by the Conciliation Officer (Central) Ministry of Labour, Government of India, Provident Fund Department or such authorized person appointed by the Central and/or State Government. The Contractor shall ensure that this is complied by him including any labour CONTRACTOR employed by him.
3. The Contractor, at his own expense, shall comply with all the current applicable labour laws and keep the OWNER indemnified thereof.
4. The Contractor shall pay equal wages to both men and women in accordance with the applicable Labour Laws.
5. The Contractor is covered under the Contract Labour (Regulation and Abolition) Act, 1970; it shall obtain a license from the licensing authority (i.e. Office of the Labour Commissioner) by payment of the necessary prescribed fee and deposit. Such fee and deposits shall be borne by the Contractors and included in their Tender.
6. The Contractor shall employ labour in sufficient numbers, either directly or through Sub-Contractors, to maintain the required rate of progress and of quality to ensure workmanship to the degree specified in the Contract documents and to the satisfaction of the PMC.
7. The Contractor shall furnish to the PMC the labour returns of the number and description, by trades, of the people employed on the Project every Saturday. This shall be for the preceding week.
8. The Contractor shall submit in the last working day of each month to the Engineer – In charge an Accident Status Report. This shall show the accidents that occurred during that time period; the circumstances under which they occurred; and the extent of damage caused by them.
9. The Contractor shall submit on the last working day of each month to the PMC a Maternity Benefits Statement. This shall identify the number of female workers who have been allowed Maternity Benefit as provided under the Maternity Benefit Act 1961, or the Rules made there under, and the amounts paid to them.

The Contractor shall also comply with all the provisions of the following statutory Acts/Laws or any modifications/ amendments thereto and the Acts/Laws/rules made or applicable there under from time to time.

The Code on Wages, 2019 (the "Code on Wages");

The Code on Social Security, 2020 (the "SS Code");

The Occupational Safety, Health and Working Conditions Code, 2020 (the "OSH Code");

The Industrial Relations Code, 2020 (the "IR Code").

10. A report be made by an Inspecting Officer, as defined in the Contract Labour (Regulation and Abolition) Act 1970, the OWNER shall have the right to deduct from any money due to the Contractor any sum required, or estimated to be required, for making good the loss(es) suffered by a

worker or workers by the reason of non-fulfillment of the Conditions of the Contract relating to the benefits of workers, non-payment of wages or of deduction made from their wages which are not justified by the terms of the Contract or non-observance.

## **2.2 INDEMNITY CLAUSE:**

The Contractor will indemnify Owner against all statutory liabilities present and future arising out of his bid / work order / contract. In the event of violation of any contractual or statutory obligations, the successful bidder will be fully and solely responsible for the same. Further, in the event of any action, claim, damages, suit initiated against Owner by any individual, law enforcement agency or government authority due to acts and omissions, the Contractor will be liable to make good/compensate such claims or damages to the Owner. As a result of the Contractor action, inaction or any omissions, if Owner is required to pay any damages to any individual, law enforcement agency or government authority, the Contractor would be required to reimburse to Owner such amount with other expenses incurred by Owner or Owner reserves the right to recover but not limited to such amount from the payment(s) due to the Contractor while settling its bills or from the amount of security deposit lying with ICSI. However, Owner reserves its right to take legal recourse as permitted under law of the land. In case of any damage caused to the institute due to negligence, carelessness or inefficiency of staff of the Contractor, the Contractor shall be responsible to make good the loss. The Owner shall have right to adjust the damage / loss suffered by it from the security deposit or / and to charge penalty as decided by the Institute. Decision of the Owner in this respect shall be final & binding on the Contractor.

The Contractor shall indemnify the OWNER against any payments to be made under and for the observance of the provisions of the aforesaid Acts.

- (i) In the event of the Contractor committing a default or breach of any of the provisions of the aforementioned Acts, as amended from time to time, of furnishing any information or submitting or filling in any Form/Register/Slip under the provision of these Acts which is materially incorrect in default, then on the report of the Inspecting officers, the Contractor shall, without prejudice to any other liability, pay to the OWNER a sum not exceeding Rs. 1000.00 as Penalty. This shall be applied to each incident for every default, breach or furnishing of, submitting, making and/or filling-in materially incorrect statements, the exact amount shall be fixed by the Architect. In case of such repeated default or acts which is materially incorrect the owner reserves its right to either terminate the agreement in part or full or may take appropriate decision which deems appropriate to it in given situation.
- (ii) In the event of the Contractor's default continuing in this respect, the Penalty may be increased to Rs 100.00 per day for each day that default occurs up to a maximum of one percent (1%) of the Contract Amount.
- (iii) The Owner shall deduct such amounts from the RA bill or the Retention Money of the Contractor and credit the same to the Welfare Fund constituted under these Acts. The decision of the Owner in this respect shall be final and binding.

## **2.3. TERMINATION OF AWARD / WORK ORDER/ AGREEMENT:**

If at any time after the commencement of the work the owner 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 Owner shall have the right to terminate this Agreement and Owner shall communicate the termination by giving a notice in writing to the contractor and channel partner.

The Owner without prejudice to any other remedy, reserves the right to terminate the agreement in whole or in part by giving 30 days' notice in writing in case Contractor fails to discharge its obligation under this agreement 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.

Any pending or unresolved operational issues, performance, unpaid fees and any other remedies shall continue by the Contractor during the period of termination notice and the same must be satisfied before this agreement is terminated. The Owner may also put in place any other agency/contractor for carrying out the remaining work and expenditure incurred on same shall be recovered from the Contractor. The Contractor shall not have any claim or compensation by reason of any alterations having been made in the

original specification, or the designs and instruction which shall involve any containment of the work originally contemplated. However, in case of part cancellation, the Contractor shall be paid such amount as is commensurate to the actual work done by him till such termination

#### **2.4 HEALTH AND SANITARY ARRANGEMENT FOR WORKERS EMPLOYED BY THE CONTRACTOR:-**

1. These rules shall apply to all the building and construction contracts.
2. In respect of all labour directly or indirectly employed on the Project for the execution of the works which is for the performance of the Contractor's part of this contract, the Contractor shall comply with, or cause to be complied with, all the rules and regulations of the local sanitary and other Authorities or as required by the Owner from time to time for the provision of the adequate Health and Sanitary arrangements for all workers.
3. The Contractor shall provide off site, if required, its own separate labour camp complete with all amenities such as electricity, water and other health and sanitary arrangements. The Contractor shall also provide all the necessary surface transportation to the project site and back to the labour camp for all their labour personnel accommodated in the labour camp.

#### **2.5 FIRST AID:-**

The Contractor shall provide and maintain at the Project site, in an easily accessible place, first aid supplies including an adequate supply of sterilized dressings etc. These supplies shall be kept in good order and a member of the Contractor's staff trained to carry out this shall be nominated to be in charge of the same and shall be readily available during working hours.

The Contractor shall maintain on site at all times a car, if required, shall be available to take any injured person or persons to the nearest hospital.

#### **2.6 DRINKING WATER:-**

The Contractor shall provide and maintain at one central location, easily accessible to labour, a sufficient supply of safe drinking water. The water supply storage container shall be no closer than 20 meters from any latrine, drain or other source of pollutions. Where water is obtained from an existing well, which is within the proximity of latrines, drains or other sources of pollutions, the well shall be properly chlorinated before water is drawn from it for drinking. All such wells shall be closed securely and be provided with a trap door that shall be dust proof and seal the opening. A reliable pump shall be fitted to each covered well. The trap door shall be kept locked and shall be opened only for cleaning and inspection, which shall be done at least once a calendar month.

#### **2.7 PROVISION OF SHELTER:-**

At the project site, the Contractor shall provide, free of cost, two suitable sheds for meals, one each for men and women, to be used by the labour force. The sheds shall be roofed with thatch, as a minimum, and flooring will be provided. The sheds shall be kept clean.

### **3. SAFETY PROCEDURES**

#### **INTRODUCTION**

Safe methods of working shall be a main consideration in all operations. Contractors shall provide PMC with details of their methods of work, highlighting the safety aspects. It is the responsibility of all persons employed on this project to act responsibly to prevent accidents to themselves and to others. Notwithstanding the provisions contained herein the Contractor is not exempted from the enforcement of any Act or Rule.

1. **Contractor is responsible for the safety of his work by:**

- (i) Providing safe plant, equipment and working conditions.
- (ii) Ensuring the establishment of safe working procedures.
- (iii) Providing suitable protective equipment and clothing e.g. gloves, ear muffs and goggles.
- (iv) Providing adequate job training.
- (v) Providing fire extinguishers and first aid box.
- (vi) Reporting all accidents and dangerous occurrences, with copies to Owner
- (vii) Ensuring that hazardous materials, if necessary on site, will be stored and used in a safe manner.

**2. It is the duty of all persons employed on site:**

- (i) To report defects in any plant or equipment to his supervisor and to cease using that equipment if it is in a dangerous condition.
- (ii) To comply with all safety procedures necessary at his place of work as defined by legislation.
- (iii) To wear the personal protective equipment required for his own safety.
- (iv) To co-operate with management in creating and maintaining a high standard of safety, health and welfare.
- (v) To familiarize themselves and comply with the agreed methods and systems for working.
- (vi) To assist management by taking all possible steps to avoid accidents.

**3. Persons responsible for safety:**

It remains the responsibility of each Contractor to name his Site Manager, who will be responsible for the safety of his works, and also his company safety officer with his contact details.

**3.1 SITE SAFETY POLICY**

This section covers safety objectives. Detailed procedures are given in the **Site Safety Manual**.

**I. Safety Plan:**

The Safety Plan is to be prepared by the Site Safety Officer and is to cover all of the following:

<b>Damage Avoidance</b>	Planning and co-coordinating all work to avoid bodily injury, property damage and loss of productive time
<b>Detection &amp; Correction</b>	Establishing and maintaining a system for prompt detection and correction of unsafe practices and conditions.
<b>Protective Equipment</b>	Assuring the availability and use of personal protective equipment.
<b>Inspection &amp; Maintenance</b>	Establishing and maintaining an effective and comprehensive inspection and maintenance system and record.
<b>Training</b>	Establishing and supporting an educational and job skill training designed to ensure a safe working environment.
<b>Investigations</b>	Investigating accidents to determine cause and take the necessary corrective action.
<b>Control / Protection</b>	Providing visitor control and hazard protection.
<b>Site Security</b>	Providing project site security.
<b>Material Storage</b>	Controlling the placement of materials received consistent with the traffic control pattern established.
<b>Fire Protection</b>	Providing fire protection in co-ordination with local authorities. The Contractor shall provide and maintain adequate fire protection in the form of barrels of water with buckets tanks, fire extinguishers, or other effective

means of extinguishing fire, ready for instant use. The Contractor shall follow the instructions and specifications of the concerned local authorities.

**Compliance to Regulations** Ensuring compliance with the laws, ordinances, rules and regulations issued or promulgated by state, local and governmental agencies.

- Providing and enforcing the use of personnel protective equipment and ensuring attendance of all employees at the regular “Tool Box”
- Taking immediate action to correct unsafe practices or conditions.
- Ensuring adequate first aid supplies are available and that there are personnel on site qualified to administer first aid.
- Ensuring that Safety Rules and Emergency Telephone numbers are posted in a prominent place.
- Ensuring all accidents are reported in a timely manner.

## **II. Accident / Incident Reports:**

Timely reporting Any injury or injury resulting in fatality shall be reported immediately to the PMC who, in turn shall notify the same to the Owner.

Injuries Any accident involving injury is reported to PMC.

Timely reporting Each incident on site shall be reported as soon as possible, but of incidents no later than 24 hours after the incident.

Note:

An incident can include lost property, damaged property, injury, fire, crime etc.

The logs are maintained and updated as needed by the PMC using the format shown in attachment.

## **III. Public Relations:**

**Reporting** All inquiries regarding any incident or accident received by the Contractor shall be reported immediately to the PMC or his Representative for appropriate action. The same shall be informed to the OWNER immediately.

Site personnel shall not discuss accidents/incidents with the media.

## **4. SITE SAFETY MANUAL:**

### **INTRODUCTION**

This manual has been divided into well-defined sections; these section provide supporting information to the checklist.

#### **Tool Box Meetings**

These meetings shall be held at the project start up time and shall continue on a regular basis; in addition, if an accident has occurred on site, a meeting should be held once the cause has been established.

A specific topic should be covered at these meetings. Each section in this manual would form a suitable topic. The contractor shall maintain the record of the meetings.

#### **4.1 GENERAL SAFETY PRACTICES: -**

1. Foremen and supervisors shall insist on employees observing and obeying every rule, regulation and order as necessary for the safe conduct of work.
2. Every workman shall know how to do his job/perform his duties safely. Never take chances or use unsafe methods, tools or equipment. If you do not know how to do the job safely, ask your supervisor.



3. Take interest in your co-workers. Explain or show them the safe methods of doing the work and caution them about dangerous or unsafe acts.
4. Anyone known to be under the influence of any intoxicating substance shall not be allowed on the job. Drugs, pills, tranquilizers etc. are not be taken on the job unless written permission is obtained from a doctor.
5. No one shall knowingly be permitted or required to work while his ability or alertness is so impaired by fatigue, illness or other causes that might, unnecessarily, expose him or others to injury.
6. Fighting, quarrelling, being abusive etc. are forbidden on the job.
7. Firearms and ammunition are not be brought to the job site at any time.
8. Never throw material or equipment of scaffolding. Someone may be walking or working below.
9. "Tool Box" safety meetings shall be conducted by foremen on a regular basis. All workers on site shall be instructed on accident prevention.
10. No one shall operate equipment or use tools which have been tagged "DO NOT OPERATE" or "OUT OF ORDER" until required repairs have been made and said tag has been removed by an authorized person.
11. Notify the Safety Officer regarding use and storage of chemicals.
12. Adequate precaution shall be taken by the Contractor to ensure no materials shall be so stacked or placed, so as to cause danger or inconvenience to any person or the Public. The Contractor shall provide all necessary fencing and lights to protect public from accidents and shall be bound to bear expenses of defence of every suit, action, other proceedings of law that may be brought by any person for injury sustained owing to neglect of the above precautions to pay any damages and costs which may be awarded in any such suit action or proceedings to any such person.

#### **4.2 PERSONAL PROTECTIVE EQUIPMENT:-**

Whenever there is a possibility of exposure to hazardous material or operations, personal protective equipment or devices shall be worn or used. These include (but are not limited to) hard hats, safety shoes, safety glasses and goggles, gloves, protective suits, hoods, respiratory equipment and proper hearing protection.

The Contractors at all levels will be held responsible for ensuring that workers wear proper protective equipment.

##### **1. Hard Hats:**

All personnel working in areas where there is a possible danger of head injury from impact, or from falling objects, shall be protected by protective helmets. This will be interpreted as all areas within the site boundary except inside permanent or temporary structures not under construction.

Helmets shall conform to the specifications contained in the National Standards

Employees of Contractors who are represented on the construction site, who apply for entry to the project and are not in possession of an approved hard hat, will be asked to remain at the security gate until arrangements can be made by their supervisor / foremen to obtain an approved hard hat.

##### **2. Eye Protection:**

Eye protective gear shall be used while doing work that may cause possible injury to eyes from flying particles, grinding, splashes, welding or cutting operations.

##### **3. Safety Shoes:**

All workers must use safety shoes wherever necessary.

##### **4. Clothing:**

To be suitable for the type of work in which they are engaged.

##### **5. Hearing protection:**

Hearing protection equipment shall be used by all the workers while operating pneumatic equipment.

##### **6. Respirators:**

Whenever and wherever necessary to protect from dust, gases, hazardous chemical and vapors.

##### **7. Safety belts:**

Safety belts shall be used while working from high places.

## 8. Protective gloves:

To be worn as work activity may require.

## 9. Housekeeping:

- (i) Place debris, rubbish and waste in proper containers.
- (ii) Place and store material and equipment in designated storage areas.
- (iii) Working areas, passageways, stairs and exits shall be kept free from all debris, equipment, tools and other sharp objects.
- (iv) Avoid spilling liquids. Wipe off spills immediately.
- (v) Use safety cans to store flammable liquids.
- (vi) Sharps objects protruding from timber from panels etc. are to be pulled or bent over.
- (vii) Debris and combustible scarp shall be disposed off on a regular basis and not allowed to accumulate.

## 4.3 LADDERS:

1. Select the right ladders for the job. Do not use a too long or too short ladder. Do not splice two ladders together. Do not use lightweight or household ladders in a heavy construction job. Do not use metal ladders near electrical circuits, fixtures or power lines.
2. Check the condition of ladder for cracked or split rails; for missing or broken steps, cleats, rungs, treads or U-shapes; for sharp edges or splinters.
3. If any of the above conditions exist, withdraw the ladder from use and fix it at once if possible if it cannot be fixed, destroy it. Every ladder should have identification tags, records of maintenance and inspection must be maintained.
4. Use ladder safely. Place it with care; do not lean it against a movable object. Make sure it is not placed on a loose object or uneven footing. Do not place it too close to a wall. The horizontal distance from wall to the foot of the ladder should never be less than 1.4 times the length and it should extend at least 36 inches above the upper horizontal edge. Tie ladder with rope or wire. If wire is used, be careful to protect users from injury.
5. Only one person at a time shall be permitted on a ladder.
6. Always face the ladder and grasp the side rails or rungs with both hands when ascending and descending.
7. Do not carry tools or material when going up or down ladders. Use a bucket or canvas bag on a rope to haul or lower then.
8. Be sure the soles of your shoes are free from dirt oil and mud before using ladder.
9. Never work above the second rung from the top of the ladder.
10. Stepladders should not be over 10feet long. Do not use a stepladder as a straight ladder.

## 4.4 SCAFFOLDING:

1. Scaffold should be tubular and designed for the loads it will carry. Bamboo shall not be used as scaffold. Inspect the scaffold before use.
2. Scaffold planks must be tested, carefully erected and made secure to prevent slipping by using cleats or tying.
3. Scaffold to be braced/tied to the permanent structure at suitable intervals to prevent overturning.
4. All scaffolds shall have handrails and toe boards (minimum 4 inches height).
5. There is no such thing as a temporary scaffold.
6. Ladders should be attached for ascent and descent on scaffolds.
7. Any defects, loose knots or cracks in a scaffold plank will make that plank useless.
8. Guard rails shall be 50mm by 100mm or the equivalent, approximately 1050mm high, with a mid-rail. Supports shall be at intervals not to exceed 2400mm.
9. Any scaffold, including accessories such as braces, brackets, trusses, screw legs, ladders etc. weakened from any cause shall be immediately repaired or replaced.

## 4.5 MACHINERY AND VEHICLES:

1. Equipment shall be safely built, economical and long- life operational.
2. Only experienced and authorized persons shall operate power equipment. Before being allowed to operate a particular piece of equipment, the employee/workman must prove by actual demonstration to the supervisor that he understands the operation.
3. Operators shall make careful inspection of their equipment at the start of each shift, before operating, and required repairs shall be made to the equipment.
4. Cleaning, oiling, fueling or repairing should not to be done on equipment while it is in operation.
5. The operator can take standard industry hand signals from only one designated person.
6. Cranes or other equipment shall not lift loads in excess of the manufacture's maximum load limit displayed on the equipment. Lifting equipment must be tested by a competent authority and records of the same should be maintained.
7. Electrical installations must confirm to IE (Indian Electricity Rules) and BIS (Bureau of Indian Standards).
8. Do not operate equipment within 300mm of high voltage lines. For lines over 50000 volts, increase operating clearance 1mm for each additional 1000 volts.
9. Where it is difficult for the operator to see overhead high voltage lines or obstacles, a person shall be designated to observe and give him warning required to maintain safe clearance. Do not work under vehicles supported by jacks or chain hoists without protective blocking that will prevent injury if jacks or hoists should fail.
10. Examine excavation before backfilling to ensure that no one is in the pit.
11. Before operating excavating equipment near tops of cuts, banks and cliffs, be sure no one is below.
12. Tractors, bulldozers and carryalls should be operated with care where there is possibility of overturning on dangerous area, such as edges of deep fills, cut banks and steep slopes.
13. No passengers are allowed to ride on or in equipment that does not have a designated seat for each rider.
14. Vehicular and pedestrian path and parking spaces should be clear of overhead operating equipment.

#### **4.6 MATERIAL HANDLING OF OVERHEAD OPERATING EQUIPMENT:**

1. Maximum load carrying capacity of cranes, blocks or chains must be displayed along with the last date tested and the next due date for testing.
2. Do not overload cranes, ropes, blocks or chains. If any such equipment has been damaged or is found to be defective, inform your supervisor.
3. No one shall ride loads, concrete buckets or hooks.
4. Use a guide of "tag line" on loads.
5. Stand clear of taut cables or hoists
6. Keep hands and fingers away from blocks, sheaves or winches.
7. Do not stand under overhead loads.
8. Stack materials neatly and safely as per established guidelines.
9. Keep all material 5500 mm away from sprinkler heads.
10. All material handling equipment must be periodically checked by a competent authority and maintained properly. Records of the same must also be maintained.

#### **4.7 ELECTRICAL:**

1. Whenever possible, an electrical line should be de-energized before work is done on or near it, no matter how low the voltage. Only qualified persons should do such work. Use proper lockout tagging procedures.
2. Persons doing electrical work or working near energized circuits should wear the appropriate safety equipment.
3. All electrical equipment must be properly earthed.
4. Do not overload circuits. Do not use any extension cables that may be damaged.
5. Do not leave electrical cables where vehicles will run over them. If electrical cables must cross a

- roadway, use protective cross over devices
6. Only approved plugs and receptacles shall be used on all jobs.
  7. All electrical work shall be according to local, state or National Electrical Codes.
  8. Only licensed electricians are allowed to carry out electrical work.
  9. Rubber gloves and rubber shoes/ boots of correct voltage grade shall be used.
  10. Temporary supply shall be trapped from a source panel which is properly fabricated, permanently fixed and effectively earthed.
  11. Live line testers and test lamp shall not be used. Usage conditions of a multi-meter with long probes are to be followed. Test lamps can be used temporarily if fitted with protective guard.
  12. Makeshift connections are prohibited; Earth Leakage Circuit Breaker (ELCB) to be used for Portable Electrical Equipment.
  13. ELCB's should be checked regularly and records maintained and Work permit system must be used wherever required.

#### **4.8 HAND TOOLS:**

1. Do not use defective tools.
2. Keep faces of hammers in good condition to avoid flying nails, bruising fingers and chipping the hammer head. Hold cold chisels in such a way that the knuckles will be protected if the hammer misses the head.
3. Do not use pipe wrenches as a substitute for other wrenches.
4. Wrenches should not be altered by the addition of handle extensions.
5. Files shall be equipped with handles.
6. Do not use a screwdriver as a chisel.
7. Keep handsaws and other tools sharp and in good condition.
8. Do not lift or lower portable electrical tools by their power cords. Use a rope.
9. Guards on power hand tools must be kept in proper operating condition at all times.
10. Keep electrical cables out of water, oil or chemical.
11. Only qualified persons shall be permitted to use power activated tools. Check the other side of walls, floors, ceiling, etc. before using.
12. Do not use aluminum handled full floats or aluminum ladders where there is a possibility they may come in contact with power lines.
13. Do not use electrical tools while standing in water.
14. All electric hand tools shall be double insulated.
15. Wire cutting tools and knives shall be provided with safe handles.

#### **4.9 WELDING AND BURNING:**

1. Only experienced persons are allowed to do any electrical or acetylene welding or burning.
2. Do not weld or burn in hazardous area without written instructions.
3. Do not burn or weld where hot sparks, hot metal or severed sections could fall on cylinders, hoses, machinery, legs or feet or on flammable materials or where they could strike personnel working below.
4. Do not weld or burn barrels, enclosed tanks of other containers without making sure that nothing flammable has been stored in them or until such tanks have been made safe by filling with water or carbon dioxide under the supervision of a foreman.
5. Never strike an arc on cylinders.
6. Never use matches to light torches. Use a spark lighter or stationary pilot flame.
7. Make sure there is plenty of fresh air when welding is closed or confined places and never use oxygen for ventilation.
8. Do not overload welding cable operating with poor connection. Turn off cylinders and machinery when not in use and roll up cable and hoses.
9. Wear proper head (hard hat), eye and face protection when welding, and protect others from arc burns by using a shield, if possible, or by warning them to wear adequate protection. Welders must see that those working with them have proper head and eye protection.
10. Always refer to acetylene as "acetylene" not "gas". Refer to oxygen "oxygen" not "air".
11. Use the cylinder for its intended purposes and nothing else.
12. When cylinders are empty, turn off; remove the gauges; put the protective cap on and mark them "MT or "Empty".

13. Always transport, store and use acetylene cylinders in a vertical position to avoid loss of acetone.
14. Protective caps shall be in place while transporting, moving and storing cylinders.
15. When cylinders are being hoisted, they shall be secured in a cradle.
16. In keeping "empties" and "fulls" separate, use a chain across the storage racks and always tie the bottles.
17. Full cylinders of acetylene and oxygen should be stored at least 20feet apart under a shelter and not exposed to sunlight.
18. Welding sets shall be properly earthed through an insulated conduit to the nearest earth.
19. Work permits system must be used for welding operators.

#### **4.10 WORK IN CONFINED SPACES:**

When work is done in the interiors of storm drains, sewers, vaults, utility Pipelines, manholes and any other structure which might permit the Accumulation of dangerous vapors or gases, the followings precautions shall be taken:

1. Workmen/Employees shall be instructed regarding any potential hazards.
2. Tests for the presence of dangerous and combustible gases and adequate levels of oxygen content shall be made prior to entering a confined work area and at frequent intervals ensure safety of the workman while he is in such structure. A record of such tests will be maintained at the job site.
3. Sources of ignition, including smoking, will not be allowed until proper tests have been made to ensure safety.
4. When air is not suitable for breathing, approved respiratory equipment will be used. A safety line shall be attached to employee/workman and standby employee/workman shall be within call and sight ready to give assistance in case of emergency.
5. No work shall be done in the presence of explosive gases or air unsuitable for breathing.
6. Internal combustion engine-driven equipment shall not be operated inside buildings or confined spaces unless adequate steps have been taken to ensure protection from dangerous concentrations of gases or fumes. Some of the precautions that may provide adequate control are as follows:
  7. Piping exhaust gases to outside atmosphere.
  8. Ventilation which dilutes and removes gases.
  9. Use of catalytic exhaust scrubbers.

#### **4.11 ENVIROMENTAL CONSIDERATION**

The Contractor shall be concerned with the impact of his work upon the Environment. This applies to the effect upon the residential community, adjacent industrial facilities and upon the area outside the site boundary. Areas of concern will include but are not limited to:

1. Use of clean fuels to minimize air polluting emissions.
2. Control of other air pollutants.
3. Recovery and recycling of usable materials.
4. Control of vehicle noise
5. Control of noise from power facilities.
6. Limitation of vibrations.
7. Preservation of archaeological features.

#### **4.12 TRAINING:**

Adequate training must be provided to all supervisors; workers; CONTRACTORS etc. on the safe systems of work.

#### **4.13 DEFECTS AFTER COMPLETION AND PERFORMANCE GUARANTEE:**

Any defect, shrinkage, settlement, unsound construction or other faults which may appear either in the work executed or in materials used within the "Defects Liability Period" stated herein arising in the opinion of the Architect from materials or workmanship not 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 Owner shall decide that he ought to be paid for such amending and making good and in case of default, the Owner may employ and pay another agency to amend and make good such defects, shrinkage, settlements or other faults 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 Owner or may be deducted by the Owner upon the Architect's certificate in writing from the amount retained with the Owner 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.

Whenever the works pertain to or include the construction of any building, 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 V**  
**SPECIAL CONDITIONS OF CONTRACT**

## SECTION V - 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 decision of the ICSI shall be treated final and binding on the Parties.
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 OWNER/Architects before issuing it to the Contractor. and shall work in the capacity of representative of the Owner.
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 OWNER/Architect. The Architect may in his discretion (subject to approval, change, modification, suggestion by the Owner) 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 of ground, sub-soil conditions, topography of site, existing structure(s), availability of water, food stuff, labour and other facilities, before tendering for this work. No claims shall be entertained for his failure in this matter. If any approach road or any culvert is required at site from the main road or existing approach is to be improved and maintained for cartage of his material etc., the same shall be provided, improved and maintained at his own cost by CONTRACTOR.
5. A standard benchmark with reference to which the whole work is to be carried out shall be constructed by the CONTRACTOR. The level shown on the outline drawings are with reference to standard benchmark. The CONTRACTOR shall establish reference benchmark at suitable spots. The construction and maintenance of the bench marks shall be the responsibility of the CONTRACTOR. No payments shall be made for this work. The CONTRACTOR shall set out all the works and shall be responsible, for the true and perfect setting out/layout, position, levels, dimensions etc. as shown in Drawings. Any error or mistake ever noticed during the progress of work, shall be rectified by CONTRACTOR at his own cost.
6. Suitable areas at site as proposed by the CONTRACTOR and approved by the ARCHITECT/CONSULTANT/ OWNER will be given for site-offices, stores, stockyards and labour camps. All necessary temporary roads, culverts, structures, guards, fencing and enclosures etc. shall be erected and maintained by the CONTRACTOR at his own cost. The Dewatering of all accumulated water in all locations on work site from whatever source of cause until the virtual completion of the entire work shall be done at CONTRACTOR'S own cost. The CONTRACTOR shall clear the site of works 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 OWNER may have the sites cleared by



another CONTRACTOR and deduct the cost of carrying out the work from sums due to the CONTRACTOR.

7. 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 required to complete and maintain the works to the satisfaction of the ARCHITECT/OWNER.
  - (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) A waterproof and air-conditioned, lockable, office-accommodation for OWNER/ARCHITECTS consisting of two (2) rooms each of approx. 15 sq. meters. These offices shall be provided with all sanitary, water supply and electrical services and shall be kept in clean and tidy conditions. Necessary display boards, office furniture, almirahs and telephone facilities will be provided therein, all at CONTRACTOR'S cost.
  - (vi) The separate site offices shall be provided for CONTRACTOR's own staff along with other storage structures/stockyards etc. to keep his own and OWNER's supplied materials, Tools, Plants and Equipment, 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.
  - (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 OWNER/ARCHITECT.

**(viii) Field Laboratory:**

NA

**8. Testing of as per IS Code:**

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 onsite tests (as per relevant IS Code/ CPWD Manual) be made on the works or any part thereof, if in his opinion, such a test(s) is deemed necessary.

**9. INFORMATION TO BE SUPPLIED BY THE CONTRACTOR AT THE COMMENCEMENT OF THE CONSTRUCTION**

The Contractor shall submit the following information to the Owner 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 Construction
- (iv) Sub- CONTRACTORs list
- (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
- (ix) Time schedule of the submittal of samples

**10. INFORMATION TO BE SUPPLIED BY THE CONTRACTOR DURING THE CONSTRUCTION PERIOD**

A senior representative of the CONTRACTOR shall attend weekly meetings at the site and in addition, meetings as arranged by the ARCHITECT/OWNER to discuss the progress of work and sort out problems if any and ensure that the work is completed in the stipulated time. The CONTRACTOR shall submit to the Engineer-in-Charge, every fortnightly:

- (i) Detailed industrial statistics regarding the labour employed by him daily.
- (ii) A list of technically qualified persons employed by him for the execution of the work.
- (iii) The total quantity and quality of materials used for the works and supplied to site.
- (iv) A fortnightly progress report along with requisite photographs.
- (v) Special incident at site.
- (vi) Whether the work is progressing according to schedule, or not. If not, what are the problems and the remedial measures to be taken to regain schedule.
- (vii) Inspection record and Schedule

- (viii) Record of the approvals by OWNER/ARCHITECT
  - (ix) Record of the discussions by OWNER/ARCHITECT
  - (x) Fortnightly Construction Schedule
  - (xi) Monthly Construction Schedule
  - (xii) Installation method of the materials, construction, erection of equipment etc.
11. (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 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 OWNERS 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 OWNER 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 OWNER or CONTRACTOR, shall be allowed to go out of the site premises without the written authority/gate pass to be issued by OWNER/ENGINEER-IN-CHARGE.
- (v) 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 all co-operation and facilities for such other agencies or departmental workmen, if any, engaged by OWNER; to carry out their part of works in the site premises. Nothing extra shall however be payable to the CONTRACTOR on this account. 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) 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 up to the expiry of the Defect Liability Period.
- (vii) All materials to be used in the work shall be as per Specifications applicable and shall be got approved from OWNER/ARCHITECTS/CONSULTANTS before incorporating /procuring them at site. Unsound materials works shall be removed or dismantled at his own cost and replaced free of cost. All test of materials/water etc. shall be done at CONTRACTOR'S cost in approved laboratories, to be indicated by OWNER/ARCHITECTS/CONSULTANTS.
- (viii) The CONTRACTOR shall bear all incidental charges for cartage to site, local carriages within the site, storage and safety custody of all materials. Suitable godowns shall be erected, at places to be indicated by ENGINEER-IN-CHARGE at site for the proper storage of all materials, for their safety against damages. Material shall be stored in a water proof separate godown with brick paved floorings provided with a single lockable door. The material shall be received/ issued into/from the godown with the knowledge of OWNER/ ENGINEER-IN-CHARGE and a proper record for its daily receipt/issues shall be maintained.
- (ix) All materials which are stored on site, shall be stacked in such a manner as to facilitate rapid and easy checking of quantities of such materials. The safety and security of all materials brought to the site shall be the sole responsibility of the CONTRACTOR. The material

against which an advance has been paid by the OWNER, shall be carefully stored and protected at site by the CONTRACTOR. No material shall be removed from the site without the written permission of the OWNER and all materials brought to site shall be used in the contract work only.

- (x) 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.

- 12. (i) No compensation shall be payable to the CONTRACTOR for any damage caused by rains, 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.
- (ii) 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).
- (iii) The CONTRACTOR shall obtain the virtual completion certificate from the OWNER/ARCHITECTS as soon as the works are completed as per contract and to the entire satisfaction of the OWNER. The 12 months defects liability period and release of Security Deposit installments shall be reckoned from the date of virtual completion.
- (iv) No interest shall be payable on account of delay in payments of bills, release of Earnest Money deposits and/or release of Security Deposits. No interest shall accrue on Earnest Money Deposit / Security Deposits.

**a. Samples**

- i. The Contractor shall submit the samples for approval. The CONTRACTOR shall submit one (1) piece of each item to the Architect. Each piece shall be clearly and properly labeled; the approved samples shall be maintained & preserved till completion of project.
- ii. All such samples shall be truly representative, and shall be sufficiently large to properly and accurately show the quality, texture, color and/or other pertinent characteristics of the finished work or installation(s). In all cases, the finished work shall exactly match the sample in each and every respect.

**b. 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 where 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 OWNER. 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 alternations, deletions, additions and/or questions of intent shall be referred in advance, and in writing, to the ARCHITECT for a decision.

**c. 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. For any holes in concrete, the CONTRACTOR shall provide accurate position and install sleeves in the form(s) before the pouring of the concrete. The CONTRACTOR shall pay any additional costs that may be required for cutting any holes as a result of the incorrect positioning of sleeves. All holes through existing concrete shall be core drilled or saw cut. The CONTRACTOR shall seek and obtain the prior written approval of the ARCHITECT before drilling or cutting any holes in existing concrete.

- iv. It shall be the responsibility of the CONTRACTOR to ascertain that all chases and openings are properly located.

**d. 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.

**e. Shop Drawings**

The Contractor shall prepare detailed shop drawings and obtain necessary approval from Engineer-in-Charge, before execution of items of work.

**f. As Built Drawings**

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

**g. Obtaining Necessary Approval/NOC:**

The Contractor ON BEHALF OF THE ICSI (CLIENT) shall have to obtain all the required approvals if required and certificates from statutory authorities. Only Statutory Fees/ Security Deposit (if any) made in this regard will reimbursed on production of ORIGINAL receipt of RESPECTIVE payment(s) made.

**h. Submission of Original Documents:**

After completion of the work, original warranty certificates, operational manuals of equipment's installed are to be submitted for owner's record and reference for operation and to take benefit towards warranty. Further, contact details of the equipment supplier are to be provided for AMC purposes

**i. Secrecy**

- i. The details, information, drawings, specification of material etc. being provided therein are the absolute and exclusive property of the OWNER.
- ii. The Contractor is required to keep all the information / details / drawings / materials specifications confidential and to maintain secrecy.
- iii. No information relating to the works shall be copied or otherwise reproduced in any way or conveyed to any third party except as may be essential for proper execution of the works or with the prior written consent of Architect.
- iv. All contract documents and any other further information deemed relevant by the Architect together with all copies of the same made by Contractor, his subcontractors and suppliers, other concerned with the Works and authorized third parties shall be returned by Contractor to the OWNER upon completion, termination or abandonment of the Contract.
- v. Neither the Contractor nor his subcontractors, suppliers or any third party shall display any signboards or other form of advertisement at or near the site, until and unless approved by OWNER / Architect.
- vi. Neither the Contractor nor his Sub-CONTRACTORS, suppliers or any third party shall use or permit to be used any details of the works in any form of publicity or advertisement in any part of the world.
- vii. Photographic equipment shall not be taken on or near the site and the taking of photographs at or near the site is strictly forbidden until and unless permitted by OWNER / Architects in the interest of the project.

The Contractor shall incorporate into any Sub-contract or Supply Agreements in connection with the works a clause imposing upon the Sub-CONTRACTOR or supplier the same obligations as are imposed upon the Contractor by this clause.

## **2. ELECTRICITY AND WATER FOR CONSTRUCTION**

Water Supply & Electricity to be arranged by the Contractor with their own arrangement & cost. However, there is Construction water & Electricity at site which is maintained & used by the Civil Contractor and expenses towards the same is also borne by the Civil Contractor, thus the Contractor may arrange the same in coordination with the Civil Contractor on cost sharing basis.

### **3. SEWAGE**

Temporary sewage connection to the staff toilet and labour quarter is required to be provided by contractor by installing adequate capacity septic tank.

### **4. TAXES, DUTIES AND INSURANCE**

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

### **5. SECURED ADVANCE**

No secured Advance to be paid. The Contractor shall make arrangements for his Site Office, store/ Godown (300 sq. ft.) and Project Engineer's Office (200 sq. ft.) with tables, chairs, lockable cupboards, drinking water, display board etc.

### **6. ACCESS TO SITE AND ENVIORNMENT**

The Contractor shall acquaint himself with the proposed site of work, conditions at worksite, its sub-soil strata, underground water table and its approach roads to the site of work, plot boundaries and other site environment before filling quotations. For carriage of materials to the work site preparation of new approach road or repair to existing is required , it would be done by the contractor at his own cost for which nothing extra shall be payable.

### **7. CONSTRUCTION PROGRAMME**

The Contractor shall submit detailed construction 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.

### **8. 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.

### **9. SECURITY**

The Contractor shall make this own security arrangements for protection of construction material and equipment.

### **10. COMPLIANCE TO GOVERNMENT REGULATIONS AND BUILDING BYELAWS**

- i. The work shall be carried out in the manner complying in all respects with requirements of relevant Bye-laws of the local body under the jurisdiction of which the work is to be executed or as directed by Project Engineer ICSI and nothing extra shall be payable on this account. The following specifications shall be followed for execution of the works.
- ii. Building work including water supply and sanitary installations as per WBPWD / CPWD specifications (Latest all volumes) with up-to-date correction slips or latest CPWD specifications.
- iii. Relevant ISI standard for works not covered by above.
- iv. National Building Code Specifications.
- v. Bye-laws (Local Authority).
- vi. The specifications shall be finalized according to the sequence mentioned above i.e. (a) to (d)
- vii. 2The work of water supply, internal sanitary installations and drainage work etc. shall be carried

out as per local Municipal Corporation or such local body bye-laws and the contractor shall produce necessary completion certifications, wherever required, from such authorities after completion of work.

- viii. Water tanks, taps, pipes, fittings and accessories shall conform to bye-laws 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.
- ix. 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.
- x. 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 levied on account of his execution of work under the agreement. Nothing extra shall be payable on this account.
- xi. 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.

#### **11. MATERIAL SUPPLIED BY ICSI**

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

## ADDITIONAL CONDITIONS

### **1. INSPECTION AND TESTING**

The OWNER may carry out inspection and testing at manufacturer's works for items such as Sound, Stage Light covered under this contract. No equipment shall be delivered without prior written confirmation from E-I-C. In case factory inspection is carried out then all travelling and lodging expenses shall be borne by Owner for maximum two persons. All expenses related to testing shall be to Contractor account. Tests on site for completed works shall demonstrate the following, among other things.

That the equipment installed complies with specification in all respects.

That all items operate efficiently and quietly to meet the specified requirements.

That all electrical circuits are correctly protected and that protective devices are properly coordinated.

The contractor shall provide all necessary instruments and labour required for testing, shall make adequate records of test procedures and readings, shall repeat any tests requested by the PMC and shall provide test certificate signed by a properly authorized person. Such test shall be conducted on all materials and equipment and tests on completed work as called for by the E-I-C. at contractor's expenses unless otherwise called for.

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 particular requirements specified elsewhere.

### **2. SHOP DRAWINGS**

All the shop drawings shall be prepared on computer through AUTOCAD System based on Architectural Drawings, site measurements and Interior Designer's Drawings. Within four weeks of the award of the contract, contractor shall furnish, for the approval of the Architect/Consultant, two sets of detailed shop drawings of all equipment and materials including layouts for Plant room, drawings showing exact location of supports, flanges, bends, tee connections, reducers, detailed piping drawings showing exact location and type of supports, valves, fittings etc.; external insulation details for pipe insulation etc.; electrical panels inside/outside views, power and control wiring schematics, cable trays, supports and terminations. These shop drawings shall contain all information required to complete the Project as per specifications and as required by the Architect / Consultant / OWNER's site representative. These Drawings shall contain details of construction, size, arrangement, operating clearances, performance characteristics and capacity of all items of equipment, also the details of all related items of work by other contractors. Each shop drawing shall contain tabulation of all measurable items of equipment/materials/works and progressive cumulative totals from other related drawings to arrive at a variation-in-quantity statement at the completion of all shop drawings. Minimum 5 sets of drawings shall be submitted after final approval along with CD.

Shop drawings shall be submitted for approval four weeks in advance of planned delivery and installation of any material to allow Architect/Consultant 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.

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.

Samples of all materials like valves, pipes, insulation, control wires etc. shall be submitted to the OWNER's site representative prior to procurement. These samples shall be submitted in two sets for approval and retention by OWNER's site representative and shall be kept in their site office for reference and verification till the completion of the Project. Wherever directed a mockup or sample installation shall be carried out for approval before proceeding for further installation.

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 from any responsibility or requirement to furnish material and perform work as required by the contract.

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; all such re-design, and all new drawings and detailing required therefor, shall be prepared by the contractor at his own expense and got approved by the Architect/Consultant/ OWNER's site representative. Any delay on such account shall be at the cost and consequence of the Contractor.

Contractor shall prepare coordinated services shop drawings based on the drawings prepared by Electrical Contractors to ensure adequate clearances are available for installation of services for each trade. Where the work of the contractor has to be installed in close proximity to, or will interfere with work of other trades, he shall assist in working out space conditions to make a satisfactory adjustment. If so directed by the OWNER's site representative, the contractor shall prepare composite working drawings and sections at a suitable scale, not less than 1:50, clearly showing how his work is to be installed in relation to the work of other trades. If the Contractor installs his work before coordinating with other trades that may cause any interference with work of other trades, he shall make all the necessary changes without any extra cost to the OWNER.

Within two weeks of approval of all the relevant shop drawings, the contractor shall submit four copies of a comprehensive variation in quantity statement, and itemized price list of recommended (by manufacturers) imported and local spare parts and tools, covering all equipment and materials in this contract. The PMC shall make recommendation to OWNER for acceptance of anticipated variation in contract amounts and also advise OWNER to initiate action for procurement of spare parts and tools at the completion of project.

### **3. ACCESSIBILITY**

The Contractor shall verify the sufficiency of the size of the shaft openings, clearances in cavity walls and suspended ceilings for proper installation of his piping and other ancillaries. His failure to communicate insufficiency of any of the above shall constitute his acceptance of sufficiency of the same. 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 nomenclatured / marked.

### **4. 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.

### **5. BALANCING AND TESTING**

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

### **6. COMPLETION DRAWINGS**

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 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 glass frame, in the plant room.

### **7. 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 OWNER's site representative and two for OWNERs Operating Personnel. These manuals shall also include basis of design, detailed technical data for each piece of equipment as installed, spare parts manual and recommended spares for 4 year period of maintenance of each equipment.

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



**8. 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 OWNER's staff to get acquainted with the operation of the system. During this period, the contractor shall train the OWNER's personnel in the operation, adjustment and maintenance of all equipment installed.

## **SECTION - VI**

### **TENDER FORM & APPENDIX TO TENDER FORM**

**SECTION - VI: TENDER FORM & APPENDIX TO TENDER FORM**

**LETTER OF SUBMISSION FROM CONTRACTOR**

To,  
**The Secretary**  
The Institute of Company Secretaries of India  
ICSI House 22, Institutional Area,  
Lodhi Road,  
New Delhi - 110003

**Name of Work: Tender for Supply & Installation of Fixed Furniture at ICSI-Kochi Chapter's premises at Plot No. 65/635, Judges Avenue, RBI Quarters Road, Behind Indian Express, Kaloor, Ernakulam, Kochi - 682 017**

Dear Sir,

We refer to the Item rate tender invited by you for the **“Supply & Installation of Fixed Furniture at ICSI-Kochi Chapter's premises at Plot No. 65/635, Judges Avenue, RBI Quarters Road, Behind Indian Express, Kaloor, Ernakulam, Kochi - 682 017”**. Having visited the site and examined the Drawings, Conditions of Contract, Special Conditions, Technical Specifications and Job Schedule, we offer to carry out and complete the whole of the work in conformity with Specifications and Job Schedule, for the Item rate stated in the Price Bid included in this Tender Documents.

We undertake to complete the job within the time stated in the appendix hereto.

We agree to keep the offer open for a period of 60 days from the date fixed for receiving the same.

We understand that you are not bound to accept the lowest or any tender you may receive.

All other terms and conditions will be as per the tender document submitted by you and correspondence between us on the subject are accepted to me /us.

We send herewith your tender duly filled and hereby agree to pay all charges of whatever nature connected with preparation, stamping and execution of the said contract.

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

Signature

Authorised Signatory of Tenderer

Duly authorized to sign tenders for and on behalf of

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**(IN BLOCK CAPITALS)**

**SECTION - VII**  
**ARTICLES OF AGREEMENT**

**SECTION- VII**  
**ARTICLES OF AGREEMENT**

**THIS AGREEMENT** is made at \_\_\_\_\_ on this \_\_\_\_\_ day of, 2024  
**BETWEEN**

**A. The Institute of Company Secretaries of India**, a Statutory Body set up under an Act of Parliament namely The Company Secretaries Act, 1980, (No. 56 of 1980) having its Headquarter at ICSI House, 22, Institutional Area, Lodi Road, New Delhi 110003, acting through its Authorized Signatory \_\_\_\_\_, The Chairman, Kochi Chapter (hereinafter referred to as the “**Owner**” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) of the “**FIRST PART**”,

**AND**

**B. M/s \_\_\_\_\_** a Company Registered under the Companies Act 1956 having its Office at \_\_\_\_\_, acting through its Authorized Signatory \_\_\_\_\_ (hereinafter referred to as the “**Contractor**” which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns and substitutes) of the “**SECOND PART**”,

**AND**

**C. M/s Safe Matrix architectural and engineering consultants India Pvt Ltd, Manapattu building, Muvattupuzha** acting through its Authorized Signatory Mr.Sathiapalan as Architect for the project (hereinafter, called and referred to as the '**Architect**' shall deemed to include its successors and permitted assigns) of the “**THIRD PART**”.

The Owner, Contractor, Authorized Channel Partner and the Architect are hereinafter, collectively referred to as the “**PARTIES**” and individually as a “**PARTY**”.

**WHEREAS:**

A. The Owner is desirous of the execution of Specialty Interior Work Including Auditorium Interior Works and other related works (hereinafter referred to as the `**WORK**’) at ICSI Centre Of Excellence, Plot No: IIA/35, Premises No: 07-0394, New Town, Kolkata (hereinafter referred to as the `**PROJECT**’) and wishes to engage a Contractor to execute such works in the Project.

B. The Owner has engaged an Architect for preparation of construction drawings and such other works as mutually agreed between the Owner and the Architect.

C. The Owner invited tenders from various parties for the aforesaid work and among others the Contractor was shortlisted for execution of the work.

D. The Owner has issued Letter of Intent (LOI) / Work Order vide letter No. \_\_\_\_\_ dated \_\_\_\_\_ and the same has been accepted by the Contractor vide letter dated \_\_\_\_\_.

E. Based on the Bill of quantities, specifications and other representations submitted by the Authorized Channel Partner of the Contractor, the Owner has on recommendation of the Architect has agreed to engage the Contractor and the Contractor has agreed to provide the desired work to the owner through its Authorized Channel Partner for the said project on the terms and conditions set forth in this agreement.

**AND NOW, THEREFORE**, in consideration of the terms and mutual covenants and conditions herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

### 1. SCOPE OF WORK:

Unless otherwise mentioned in the tender documents, the following works shall be done by the contractor and therefore, their cost shall be deemed to be included in their tendered cost whether specifically indicated in the schedule of work or not: -

- **Tender for Supply & Installation of Fixed Furniture at ICSI-Kochi Chapter's premises at Plot No. 65/635, Judges Avenue, RBI Quarters Road, Behind Indian Express, Kaloor, Ernakulam, Kochi - 682 017** as per enclosed BOQ, Drawings, Specifications and required manpower, tools, tackles and scaffolding for completion of the work in all respect. Including allied work as felt necessary to complete the work.
- Painting of all exposed metal surfaces of equipments and components with appropriate colour as per standard scheme.
- Making good all damages caused to the structure during installation and restoring the same to their original finish.
- A set of three copies of operations manual shall be provided to the Engineer-in-Charge or his representative containing following information at a minimum.
- Preparation & Submission of As-Built Drawings.
- Testing & commissioning report to be signed by the technical representative of the OEM and contour signed by the representative of Architect/Consultant and Institute.
- Submission of all original documents/Manuals/Guarantee/warranty certificates etc. from manufacturer in favour of Institute.

### 2. RUNNING ACCOUNT PAYMENTS:-

Running bills with minimum prescribed amount as mentioned in the tender documents i.e. Rs. 3.00 Lakh are to be submitted periodically and the payment will be made as under:

- i. 90% of bill value will be released based on the actual work executed and certification of the Architect.
- ii. Balance 10% deducted from each running bill will be retained towards the Security Deposit/Retention Money.

The Contractor shall submit the R/A bills for the work done on monthly basis with the supporting documents such as measurement sheets, mock-up approvals, Test Certificates etc.

The running account payments shall be cleared by the OWNER within 21 working days from the date of the certification of Architect of Contractor's bill.

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.

All interim payments shall be treated as advance payments. On completion of the entire work, the Contractor shall submit his final bill.

### 3. FINAL BILL:-

- i. Final bill supported with consolidated measurement of the full work executed shall be submitted by the contractor in duplicate within one month of virtual completion of the works to the satisfaction of the Architect and OWNER.
- ii. It shall be accompanied by all abstracts, measurement books, vouchers etc. supporting it and shall be prepared in the manner prescribed by the OWNER.

- iii. No charges shall be allowed to the CONTRACTOR on account of the preparation of the final bill.

- iv. No further claims shall be made by the CONTRACTOR after submission of a final bill, and other claims if at all, shall be deemed to have been waived and extinguished with his free consent.
- v. The bill submitted by the contractor shall be subject to verification, correction and approval by the Architect who shall provide Seven days' notice to the contractor to countersign the bill as token of acceptance. The Contractor shall countersign the bill within seven days from the date of notice of Architect or intimate in writing the reason for not signing the same, failing which the bill finalized by the Architect or his representative shall be treated as final and binding on the contractor and the contractor shall have no right to dispute the same.
- vi. The Engineer-in-charge shall check and forward the final bill with all the measurement books in original to the Architect and with Architect's signature, it will be sent to the OWNER.
- vii. 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 OWNER subject to the certification of the final bill by the Architect.
- viii. Payment of those items of the final bill in respect of which there is no dispute shall be made within 60 days of receipt of bill from the CONTRACTOR.
- ix. 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.
- x. All payments due under this contract shall be made by means of a crossed Cheque 'A/C payee'/RTGS.

#### **4. WITH HOLDING OF PAYMENT:**

The OWNER on recommendation of the Architect may withhold payment or, on account of subsequently discovered evidence, nullify the whole or a part of any payment certificate to such extent as may be necessary to protect the Owner/Client from loss on account of including but not limited to the following: Defective work not remedied by the Contractor.

- I. Failure of the Contractor to make payments properly and regularly to his own workers, to his Sub-Contractors, to his suppliers.
- II. Damage by the Contractor to the work of other Contractors, Sub-Contractors Vendors.
- III. A reasonable doubt that the Contract cannot be completed for the balance unpaid amount.
- IV. A reasonable doubt that the Contractor intends to leave work items incomplete
- V. Failure of the Contractor to execute the Work in conformity, with the Contract Documents.
- VI. Failure of the Contractor to meet or keep-up with the approved Construction Programme on which the agreed payment schedule is based.
- VII. Failure of the Contractor to comply with and fulfill all contractual obligations and liabilities stipulated in the Contract Documents.

Whenever under this tender / contract / work order any sum of money is recoverable from and payable by the Contractor, the Owner/Client shall be entitled to recover such sum by appropriating in part or in whole from the security deposit / bank guarantee / earnest money deposit of the Contractor. In the event of the security deposit / bank guarantee / earnest money deposit 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 on this or any other tender/Contract with the Client. If this sum is not sufficient to cover the full amount recoverable, the Contractor shall pay the Owner on demand the remaining balance.

#### **5. PAYMENT OF TAXES:**

The Contractor shall be responsible for and shall pay all taxes, duties, assessments or other charges of any kind or nature whatsoever levied by any government or governmental body on or in connection with the work including without limitation all statutory levies, taxes, fee, duties, rate, charges, surcharges etc. and any other tax ("taxes") levied on work provided by the contractor. ICSI may withhold from payments due to the contractor any amounts required with respect to the aforementioned taxes and to remit the same with the relevant authorities, in case of failure on the part of the contractor.

## **6. TIME OF COMPLETION:**

Time is the essence of the Contract. The overall period for completion of the works in all respect is 60 days from the 7<sup>th</sup> day of issue of Letter of Intent/ Work Order . The site will be handed over to the Contractor/vendor in phased manner as the building will remain operational during the execution of work. The Contractor needs to complete the work in phased manner. Only after completion of one phase subsequent area/phase will be handed over to the Contractor.

The drawings issued with tender documents were to give fair idea of type of works and for the purpose of bidding only. Working drawings for the purpose of execution of work will be based on at site to be issued to the Contractor after issue of the work order.

## **7. PERFORMANCE SECURITY:**

The successful bidder must submit the performance guarantee in form of a Bank Guarantee from any Scheduled bank (format enclosed as Annexure F) to cover any loss or damage caused to or suffered by the Institute due to acts of commission and omission by the successful bidder or any failure on the part of the successful bidder in fulfilment of terms and conditions of the contract and conditions contained in the contract. The value of the /Bank Guarantee has to be of equivalent amount of \_\_\_\_ of the \_\_\_\_\_. The Bank Guarantee has to be submitted within 10 days of issue of order but before execution of the contract. The Bank Guarantee shall have to remain valid for the entire duration of the Contract plus three months beyond the completion of contract period. The successful bidder shall not be entitled to any claim or receive any interest on the amount of performance guarantee.

## **8. PENALTY:**

In case of delay in completion, the contractor shall be liable to pay a penalty @ 0.5% per week of part thereof (of the total contract price) beyond the completion schedule subject to maximum of 5% of total contract price.

## **9. INSPECTION OF WORK:**

During the progress of the work, the Owner and the Architect shall be entitled at all times to have access to and inspect the work within the terms & conditions stated in Technical bid of tender document.

The Owner shall be at liberty to replace or substitute the Architect or appoint any other person or Architect at any time during the concurrence of this Contract at its sole discretion without assigning any reason on that behalf.

## **10. CLAIM FOR INTEREST:**

No claim for interest will be entertained by the Owner with respect to any moneys or balances which may be in its hands owing to a dispute between itself and the Channel Partner or in respect of any delay on the part of the Owner in making interim or final payments or otherwise.

## **11. INSPECTION & VERIFICATION OF WORK & BILL BY “INDEPENDENT PARTY/ INDEPENDENT ARCHITECT”:**

- (a) The “OWNER” shall have the right to procure service/s of an INDEPENDENT PARTY/ INDEPENDENT ARCHITECT to get the Quality of work & Bill periodically re-verified/ re-checked & re-certified, as and when required and deemed necessary to the “OWNER”.
- (b) In such situation, at first instance, the bills of the Contractor shall be verified & certified by the “ARCHITECT” of the project and subsequently, the “OWNER” at its discretion may get the same bills re-verified & re-certified by the “INDEPENDENT PARTY / INDEPENDENT ARCHITECT” appointed/ engaged by the “OWNER” for the said purpose.
- (c) In-case of any discrepancy in the certification of the “ARCHITECT” of the project, the same shall be required to be re-certified by the “ARCHITECT” with required corrections. Thereafter, the same shall be checked, scrutinized and processed by the “OWNER” at its own discretion.



## **12. ESCALATION:**

Above prices are firm and no escalation in price will be paid during execution period. Also the prices would remain firm for any additional quantities required by Institute for the given project.

## **13. TERMINATION OF THE CONTRACT:**

If at any time after the commencement of the work the owner 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 Owner shall have the right to terminate this Agreement and Owner shall communicate the termination by giving a notice in writing to the contractor and channel partner.

The Owner without prejudice to any other remedy, reserves the right to terminate the agreement in whole or in part by giving 30 days' notice in writing in case Contractor fails to discharge its obligation under this agreement 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.

Any pending or unresolved operational issues, performance, unpaid fees and any other remedies shall continue by the Contractor during the period of termination notice and the same must be satisfied before this agreement is terminated. The Owner may also put in place any other agency/contractor for carrying out the remaining work and expenditure incurred on same shall be recovered from the Contractor. The Contractor shall not have any claim or compensation by reason of any alterations having been made in the original specification, or the designs and instruction which shall involve any containment of the work originally contemplated. However, in case of part cancellation, the Contractor shall be paid such amount as is commensurate to the actual work done by him till such termination notice is received.

## **14. CONTRACTOR'S SUPERINTENDENCE & REPRESENTATIVE ON WORKS:**

The Contractor shall give all necessary personal superintendence during the execution of the works and so long thereafter as the Architect may consider it necessary until the expiration of the "Defects Liability period" as stated in the contract. The Contractor shall meet the Architect or their/his representatives whenever required and so informed by the Architect.

The contractor shall maintain and be represented on site, at his own cost at all times while the work is in progress, by an experienced and qualified Civil Engineer, approved by the Architect and who must thoroughly understand all the trades entailed and be constantly in attendance while the men are at work. The contractor's Engineer appointed at the site shall not be removed from the work without the written consent of the Architects / Owner. Any directions explanations, instruction or notices given by the Architect / Owner to such representative shall be deemed to be given to the contractor and shall be binding as such on the contractor.

## **15. QUALITY OF WORK:**

The Contractor shall guarantee that the materials and workmanship are the best of their respective kinds for the service intended and that all items of work will be free from all inherent defects in workmanship and materials. He shall also guarantee that the works will not fail in any respect due to quality of materials, workmanship and methods of construction.

The specifications assume a proper degree of skill on the part of Contractor and workmen employed. The contractor shall consult the Architect or his representative, whenever in his judgment variation in the methods of construction or in the quality of material would be beneficial methods of construction or in the quality of material would be beneficial or necessary to fulfil the guarantee called for. Such variations may be made by the contractor only when authorized by the architect.

## **16. DEFECT LIABILITY PERIOD:**

The defect liability period is one year from the date of virtual completion of the work. During this defect liability period if any defects found /pointed out in material installed /workmanship, the work is to be rectified/the material to be replaced free of cost by the Contractor and its Channel Partner. In case of delay in attending the defects pointed out within 7 days from the date of intimation, the work will be carried out by the Owner at the risk and cost of the Contractor and its channel partner. The total financial implication for

rectification of the defective work will be recovered from the security deposit.

## **17. SECURITY DEPOSIT**

**A.** 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. 50% of the total security deposit shall be released after completion of 6 months from issue of virtual completion certificate and balance 50% after completion of balance 6 months of defect liability period. The same may be refunded against equivalent amount of bank guarantee valid for a period of sixty days beyond the date of completion of all Contractual obligations.

Whenever under the agreement, 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 security deposit. In the event of the security deposit 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.

### **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 contractor 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.

### **C. Interest on the Security Deposit**

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

## **18. BLACKLISTING:**

Notwithstanding any other remedy, The ICSI may by notice in writing blacklist the Contractor for suitable period in case Contractor fails to discharge its obligation under this agreement 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.

## **19. COMPENSATION:**

Without prejudice to the foregoing, the Contractor shall be accountable and responsible to compensate and pay damages to ICSI for any loss/ damage/ claim/ liability, whatsoever, caused either directly or indirectly by the Contractor which may arise either out of inferior quality of its products, manufacture defect, negligence, fraud, misrepresentation, misconduct or material breach of this Contract.

## **20. SAFETY**

- All the safety procedures outlined in the safety codes shall be complied with.
- In respect of all labour employed directly or indirectly on the work for the performance of the air conditioning contractor's part of work, the contractor at his own expense, will arrange for the safety provisions as per the statutory provisions, B.I.S recommendations, factory act, workman's compensation act, CPWD code and instructions issued from time to time. Failure to provide such safety requirements would make the tenderer liable for penalty as provided in the labour laws/ GCC for each violation. In addition, the Engineer-in-charge, shall be at liberty to make arrangements and provide facilities as aforesaid and recover the cost from the contractor.
- The contractor shall provide necessary barriers, warning signals and other safety measures while laying pipelines, ducts cables etc. or wherever necessary so as to avoid accident. He shall indemnify and hold Owner harmless from and against any liability, penalty, cost or expense suffered or incurred as a result of Contractor failing to comply with any law, or regulation, or such permit or license relating to any part of the Work and Services. The Owner/department shall not be responsible for any accident occurred or damage incurred or claims arising there from during the execution of work.

- The contractor shall also provide all insurance including third party insurance as may be necessary to cover the risk. No extra payment would be made to the contractor due to the above provisions thereof.
- Contractor shall have to provide all safety appliances i.e. safety helmet, safety belt etc. to his workers while working at height with his own cost and follow all safety rules regulation and all statutory provisions etc. in force. He shall be liable for accident, injury, losses due to any accident or negligence of his workers and he shall be liable to incur all the expenses in consequence thereof and Owner is in no way responsible for any damages arising out of this work contract.

## **21. MANUALS & DOCUMENTS:**

The Contractor shall have to submit manufacturer's Guarantee/Warranty Certificate, one set of all literature, pamphlets, as-built drawings and other technical information, including maintenance manuals for smooth and efficient operation and maintenance of the equipment.

## **22. COMPLIANCE WITH STATUTORY REGULATIONS & WORK RULES:**

Contractor shall be responsible for complying with the applicable laws/bye laws/Regulations in force from time to time.

Contractor shall have to bear all statutory liabilities as applicable to workers/personnel engaged for the job. Nothing will be paid extra in this regard. If any amount is paid by Owner in this regard, the same amount will be deducted from Contractor's bill.

Contractor shall have to arrange insurance cover for the workers/personnel engaged for the job.

Contractor shall be responsible for all the dues of the workers/personnel engaged including the liabilities, if any, towards workmen compensation or under any other law.

## **23. DISPATCH, TRANSIT INSURANCE & SAFE CUSTODY:**

All the equipment and other materials required for the above-mentioned scope of work are to be dispatched and delivered at above mentioned site with contractor own arrangement of transportation including loading, unloading and transit insurance. No extra cost will be paid in this regard.

The contractor shall dispatch materials to site in consultation with the Engineer-in-Charge. Suitable lockable storage accommodation shall be made available free of charge temporarily. Watch & ward however, shall be the responsibility of contractor. Programme of dispatch of material shall be framed keeping in view the building progress. Safe custody of all machinery and equipment supplied by the contractor shall be the responsibility of the contractor till final taking over by the department.

## **24. TRAINING TO THE OPERATORS:**

After satisfactory installation & commissioning, training to the operators / electricians of the Institute is to be provided free of cost for smooth operation / maintenance of the air-conditioning units.

## **25. INDEMNITY:**

- a. The Contractor shall at all times during the agreement and thereafter, indemnify and keep indemnified the Owner, its officers, employees and representatives, from all or any claims, losses, demands, damages, etc., which the Owner, its officers, employees and representatives may or are likely to suffer by reason of acts, defaults, deeds, things, omissions and commissions committed by the contractor or by its staff, employee, agent, permitted sub-contractor or representative while performing the terms, conditions and obligations under this agreement.
- 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.

**26. BREAKDOWN RESPONSE:**

During the defect liability period as well as in AMC period if any equipment / the system fails, the defects must be attended immediately after receipt of the complaint and to make the system functional as soon as possible to avoid any hindrance for functioning of the institute.

**27. FORCE MAJEURE:**

The Parties (both the ICSI and the contractor) shall not be liable for any failure to perform, any of its obligations under this Agreement 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.

**28. ARBITRATION:**

In case of any dispute or difference arising in relation to meaning or interpretation of this agreement, the authorised official of the Institute and the architect will address the disputes/ differences for mutual resolution and failing which the matter shall be referred to the sole arbitration of Secretary, The Institute of Company Secretaries of India or his nominee. 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.

**29. ASSIGNMENT & SUB-LETTING:**

The contractor shall not assign, delegate, transfer, etc., any of their right/s and / or obligation/s under this agreement to any third person/s, concern/s, firm/s, company/ies or entity/ies without prior written permission of the Owner.

**30. ALTERATION AND MODIFICATION:**

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

**31. CO-ORDINATION WITH OTHER AGENCIES:**

The contractor shall co-ordinate with all other agencies involved in the work so that the work of other agencies is not hampered due to delay in his work. Ducting, piping, cabling or any other work, which directly affect the progress of building work, shall be given priority.

**The LOI/Work Order issued, the filled BOQ (financial Bid) and signed original tender documents (technical bid) would be part of this Agreement.**

SIGNED, SEALED AND  
DELIVERED:  
For and on behalf of  
The Owner  
by:  
Signature:

\_\_\_\_\_

(Director)

SIGNED, SEALED AND DELIVERED:  
For and on behalf of  
M/s  
by:  
Signature:

\_\_\_\_\_

In the presence of:

- 1.
- 2.

SIGNED, SEALED AND DELIVERED

For and on behalf of  
Architect:

by:

In the presence of:

- 1.
- 2.

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

APPENDIX – 1

PROFORMA FOR BANK GUARANTEE FOR MOBILISATION ADVANCE

To  
**The Secretary**  
The Institute of Company Secretaries  
of India 22, Institutional Area,  
Lodhi Road,  
New Delhi - 110003

Dear Sir,

1. In consideration of the of The Institute of Company Secretaries of India, a statutory body having its Head Office at 'ICSI House' 22, Institutional Area, Lodhi Road, New Delhi-110003 (hereinafter called 'ICSI/OWNER/Owner' 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 ICSI 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 ICSI.
2. .... We, the.....Bank (hereinafter referred to as 'the said Bank') a Company under the Companies Act 1956/..... and having our registered office at.....do hereby guarantee the recovery of the said advance and interest thereon as provided according to the terms and conditions of the said Contract. If the Contractor fails to utilize the said advance for the purposes of the said Contract and/or the said advance together with interest thereon as aforesaid is not fully recovered by ICSI, we.....Bank hereby unconditionally and irrevocably undertake to pay the ICSI on demand and without demur or protest to the extent of the said sum of Rs any claim made by ICSI on us against Non-utilization / mis-utilization of the said advance and/or by reason of ICSI not being able to recover in full the sum of Rs .....as aforesaid.
3. We ..... Bank further agree that ICSI 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 ICSI 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 ICSI certifies that the said advance with interest has been fully recovered from the Contractor.
5. ICSI 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 ICSI and the said Bank shall not be released from its liability under these presents by any exercise by ICSI of the liberty with reference to the matters aforesaid or by reason of time being given to the said Contractor or any other forbearance, act or omission on the part of the ICSI or any indulgence by ICSI 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 ICSI to Bank or to the Contractor, shall be

conclusive evidence of the amount so liable to be paid to ICSI by the Bank.

8. This guarantee/undertaking shall be in addition to any other guarantee or security whatsoever that ICSI 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 ICSI shall have full authority to take recourse to or enforce this security in preference to any other guarantee or security which ICSI may have or obtain 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 ICSI 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 ICSI and liabilities of the Contractor arising up to and until midnight of.....

For and on behalf of the Bank

Dated ..... day of ..... 2022.



**APPENDIX – 2**  
**BANK GUARANTEE FOR PERFORMANCE**

[Clause 1.8 of the GCC]

To  
The Secretary  
Institute of Company Secretaries of  
India  
22, Institutional Area, Lodhi Road,  
New Delhi - 110003

Bank Guarantee No.....

In consideration of the Institute of Company Secretaries of India, a statutory body established under the Company Secretaries Act, 1949, having its Head Office at 'ICSI House' 22, Institutional Area, Lodhi Road, New Delhi- 110 003 (hereinafter referred to as "ICSI") having agreed, under the terms and conditions of clause .....of General Conditions of Contract (GCC) of Tender Ref.\_\_\_\_\_dated \_\_\_\_\_, and Agreement.....dated.....\_\_\_\_\_made.....between.....M/s.....\_\_\_\_\_, a \_\_\_\_\_ having its registered office at \_\_\_\_\_ (hereinafter referred to as "the Contractor") and the ICSI in connection with the work of construction of Centre of Excellence for Research and Training at \_\_\_\_\_, to accept irrevocable Bank Guarantee for Rs. \_\_\_\_\_/-(Rupees only) from a Nationalized Bank as Security Deposit to be furnished by the Contractor for due performance of the terms and conditions contained in the said Tender, Agreement, we .....bank and having head office at ..... (hereinafter referred to as "the Bank") on the request of the contractor do hereby covenant and agree with the ICSI as follows:-

1. We, the Bank do hereby guarantee and undertake to pay the ICSI, on demand 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 ICSI on the Bank shall be conclusive and binding notwithstanding any difference or dispute between the ICSI and the contractor pending before any Court, Tribunal, Arbitrator or any other authority
2. Notwithstanding anything contained herein, ICSI's decision in regard to the effect whether the contractor has made any such default and amount to which the ICSI is entitled on account of such default will be conclusive, final and binding on us and we undertake not to question ICSI's decision and not ask to establish ICSI's claim under this guarantee and we shall pay the demanded amount without any objection.
3. We undertake to pay to the ICSI any money so demanded notwithstanding any dispute or disputes raised by the Contractor in such or any proceeding pending before any court or Tribunal relating thereto and our liability under this present being absolute and unequivocal. The payment so made by us under this guarantee shall be a valid discharge of our liability for payment thereunder.
4. The Bank also agrees that the ICSI 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 ICSI may have in relation to contractor's liabilities.
5. We further agree that the ICSI 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 ICSI against the said Contractor and to forbear or enforce any of the terms and conditions relating to the said Agreement 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 ICSI in writing unless discharged by the ICSI.
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 Agreement and that it shall continue to be enforceable till all the dues of the ICSI under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged. Unless a demand or claim under this guarantee is made on us in writing on or before  
..... we shall be discharged from all liability under this guarantee thereafter.

Date the..... day of.....2020

For and on behalf of the Bank

.....

..... Signature

.....

Date

.....

..... Name

..... Designation

**SECTION – IX**  
**TECHNICAL SPECIFICATIONS**

## **1.1: GENERAL SPECIFICATION**

## **General Specification**

### **General Specifications:**

These specifications shall be read in conjunction with the particular specifications for various items of work. The Contractor shall carefully acquaint himself with the general specifications, co-ordinate the same with any other specifications forming a part of the Contract Document and determine his contractual obligations for the execution of various items of work in accordance with good engineering practice.

### **Reference to the Standard Codes of Practice/ Technical Specifications:**

All relevant IS Standards, tentative specifications, IS Specifications, IS Codes of practice referred to shall be the latest editions including all applicable official amendments and revisions. The contractor shall make available at site all relevant Indian Standard Codes of practice as applicable if required.

In case of discrepancy between standards, Codes of practice, tentative specifications, specification referred to and this specification, this specification shall govern.

The following Technical Specifications are to be followed in general with all latest amendments and all latest circulars related:

- a) Civil Works, Sanitary & Plumbing Works, Rain Water Harvesting Works etc.:
  1. CPWD General Specifications 2019 Volume I
  2. CPWD General Specifications 2019 Volume II
  3. WBPWD Schedule of Rates (Building Works) 2017 Volume 1
  4. WBPWD Schedule of Rates (Sanitary & Plumbing Works) 2017 Volume 2
- b) Electrical Works:
  1. General Specifications for Electrical Works - Internal – 2005
  2. CPWD General Specifications for Electrical Works Part I Internal - 2013.
  3. Amendment in CPWD General Specifications for Electrical Works Part I Internal - 2013.
  4. CPWD General Specifications for Electrical Works Part IV Sub Station – 2013.
  5. CPWD General Specifications for Electrical Works Part VII D.G. Sets - 2013.
- c) Fire Detection & Protection System:
  1. CPWD General Specifications for Electrical Works Part VI Fire Detection and Alarm System – 2018.

Unless otherwise stated in the schedule of works or detailed specifications as enumerated in this volume of the tender document, all specifications, items of works, mode of measurements etc. for civil works should be as per the current CPWD General Specifications, PWD (West Bengal) Schedule of Rates for Building, Sanitary and Plumbing and other Works including all latest related Circulars. The detailed specifications as elucidated in this section should follow the provisions pertaining to specifications, items of works, mode of measurements etc. as stipulated in current CPWD General Specifications, PWD (West Bengal) Schedule of Rates. Items of Works not covered in the above schedules should be governed by I.S.I code of Practice, National Building Code, technical specifications as laid in this tender document, and as per best practice according to the Engineer-in-Charge and the Consultant.

### **Contractor to provide:**

- i. The Contractor shall provide and maintain at 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:
- ii. All labour, materials, plant, equipment and temporary works required to complete and maintain the works to the satisfaction of the Engineer.
- iii. Lighting for night work, and also whenever and where ever required by the Engineer.
- iv. Temporary fences, guards, lights and protective work necessary for protection of workmen, supervisors, engineers or any other persons permitted access to the site.
- v. All equipment, instruments and labour required by the Engineer for measurement of the Works.
- vi. Any of equipment not specifically mentioned above which can reasonably be held necessary for the completion and maintenance of the works to the satisfaction of the Engineer.

### **Dimensions:**

Figured dimensions on drawings shall supersede measurements by scale and drawings to a large scale shall take precedence over those to a smaller scale. Special dimensions or directions in the specifications shall supersede all others. All dimensions shall be checked on site prior to execution.

The dimensions where stated do not allow for waste, laps, joints, etc. but the Contractor shall provide at his own cost sufficient labour and materials to cover such waste, laps, joints, etc.

The levels, measurements and other information concerning the existing site as shown on the drawings are believed to be correct, but the Contractor should verify them for himself and also examine the nature of the ground as no claim or allowance whatsoever will be entertained on account of any errors or omissions in the levels or the description of the ground levels or strata turning out different from what was expected or shown on the drawings.

**Setting out of Works:**

The Contractor shall set out the Works indicated in the Conditions of Contract. The Contractor shall provide suitable stones with flat tops and build the same in concrete for temporary bench marks. All the pegs for setting out the Works and fixing the levels required for the execution thereof shall, if desired by the Engineer, likewise be built in masonry at such places and in such a manner as the Engineer may direct. The Contractor shall carefully protect and preserve all bench marks and other marks used in setting out the works.

**Materials:**

**Quality:**

All materials used in the works shall be of the best quality of their respective kinds as specified herein, obtained from sources and suppliers approved by the Engineer and shall comply strictly with the tests prescribed hereafter, or where tests are not laid down in the specifications, with the requirements of the latest issues of the relevant Indian Standards.

**Sampling and Testing:**

All materials used in the works shall be subjected to inspection and test in addition to test certificates. Samples of all materials proposed to be employed in the permanent works shall be submitted to the Engineer for approval before they are brought to the site.

Samples provided to the Engineer for their retention are to be labelled in boxes suitable for storage. Materials or workmanship not corresponding in character and quality with approved samples will be rejected by the Engineer.

Samples required for approval and testing must be supplied sufficiently in advance to allow for testing and approval, due allowance being made for the fact that if the first samples are rejected further samples may be required. Delay to the works arising from the late submission of samples will not be acceptable as a reason for delay in completion of the works. Materials shall be tested before leaving the manufacturer's premises, quarry or resource, wherever possible. Materials shall also be tested on the site and they may be rejected if not found suitable or in accordance with the specification, notwithstanding the results of the tests at the manufacturer's works or elsewhere or test certificates or any approval given earlier. The contractor will bear all expenses for sampling and testing, whether at the manufacturer's premises at source, at site or at any testing laboratory or institution as directed by the Engineer. No extra payment shall be made on this account.

**Test certificates:**

All manufacturer's certificates of test, proof sheets, etc showing that the materials have been tested in accordance with the requirement of this specification and of the appropriate Indian Standard are to be supplied free of charge on request to the Engineer.

**Rejection:**

Any materials that have not been found to conform to the specifications will be rejected forthwith and shall be removed from the site by the Contractor at his own cost.

The Engineer shall have power to cause the Contractors to purchase and use such materials from any particular source, as may in his opinion be necessary for the proper execution of the work.

**Workmanship:**

All works shall be true to level, plumb and square and the corners, edges and arises in all cases shall be unbroken and neat.

Any work not to the satisfaction of the Engineer or his representative will be rejected and the same shall be rectified, or removed and replaced with work of the required standard of workmanship at no extra cost.

All works shall be done as per CPWD Manual of Works/ WB PWD Manual of Works in general. All relevant IS Codes (with all latest amendments), Clauses of National Building Code (with all latest amendments) & Practice of Good Engineering shall be followed.

## **1.2: GENERAL SPECIFICATION: FURNISHING WORK**

## General Specification: Furnishing Works

All interior decoration works shall follow the below mentioned specifications unless otherwise specified in drawings, BOQ and any other tender documents.

1. All **Ply** shall be Exterior grade conforming to IS-303 and as per approved make.
2. All **Marine Ply** shall be conforming to IS-710 and as per approved make.
3. All **Block Board** shall be Exterior grade conforming to IS-1659 and as per approved make
4. All **Laminate (external)** shall be 1.5mm thk conforming to IS-2046 and as per approved make
5. All **Laminate (balancing)** shall be 0.8mm thk. conforming to IS-2046 and as per approved make
6. All **Veneer** shall be 4mm thk. (one side decorative ply) conforming to IS-1328 and as per approved make.
7. **Duco paint:** Providing and applying **Duco Paint** of approved make and shade. Rate to include sand papering, cleaning the surface, applying waterproof putty to full surface 3 times, thereafter painting , spraying Duco Paint in 3 coats to complete surface.
8. **Mild steel:** All mild steel to conform to IS 2062 GRADE A/B
9. **Fabric:** As per make list.
10. **Stainless Steel:** All Stainless Steel to conform to SS 316 Grade
11. **All Powder coating** shall be 40-60 micron thick unless otherwise specified.
12. All **Hardwood** for structural framework shall be best quality salwood. Hardwood structural framework shall always be hidden, unexposed and out of view.
13. All **Wood (TW)** shall be best quality teakwood (Central province-CP).
14. **All hardwood and wood:** The timber/wood should be free from knots, shakes, fissure, flaws, sub-cracks & other defects. The surface shall be smooth & free from blemishes & discolorations. All fully fabricated timber shall be seasoned and chemically treated. The preparation of timber for joinery is to commence simultaneously with the beginning of the project work generally and should proceed continuously until all the wood work is prepared and fixed / stacked on/near the site as the case may be. All timber for carpentry and joinery shall be treated with wood preservative before fixing. Oil type wood preservative of specified quality and approved make, conforming to IS: 218-1961 shall be used. Generally, it shall be creosote oil type-1 or anthracene oil. All hardwood and wood (TW) to be treated with 1 coat of anti-termite coat/paint of approved make as per manufacturer's specifications
15. **Edge lipping:** All the exposed edges of ply or block board shall be finished with 2mm thk. PVC lipping wherever there is any laminate (external) finished items/furniture unless otherwise specified. All the exposed edges of ply or block board shall be finished with 4mm thk. wood (TW) lipping for any veneer finished items/furniture unless otherwise specified.
16. **Hardware:** As per make list. All shutter/ Drawer handles wherever specified shall be brushed steel finish 100mm length C type handle unless otherwise specified. Type/number of auto closing hinges for shutter and telescopic channel for drawer shall be as per the total load of shutter or drawer. Contractor shall submit technical specification of hinges and telescopic channel and get approval from Architect/ Client before procurement.
17. **Polish:** Providing and applying Polyurethane polish to all wood (TW) and veneer surfaces at all levels & locations including scrapping, surface preparation, leveling, application of filler coats and undercoat of transparent spirit polish etc and top three or more coats of specified type of polish of approved colour and shade etc all complete as directed by architect or NRDA (approved shade has to be achieved on final finished coat of polish).
18. **Finish on Exposed Hardwood :** All exposed hardwood (wherever visible before or after opening of shutter/drawer) shall be finished with general polish.
19. **Edge joints between veneer:** There shall be chamfered edge joint Wherever two adjacent sides veneer sheets are meeting with each other.
20. **Carpentry And Joinery:**

### General notes

The workmanship shall be first class and to the approval of the Engineer-in-charge. Scantling and boardings shall be accurately sawn and shall be of required width and thickness. All carpenters work shall be wrought except where other wise described. The workmanship and joinery shall be accurately set out in strict accordance with the drawing and shall be framed together and securely fixed in approved manner and with properly made joints. All work is to be properly tenoned,



shouldered, wedged, pinned, etc. and properly glued with approved quality adhesive to the satisfaction of the Engineer-in-charge.

The rates for carpentry and joinery work are to include for all cutting and waste notching, holes, housing ends, miters, ends and shaped ends, angles, junctions, heading joints, short lengths, etc. for all nails, spikes, pins or brads, for coating the backs of frames, backing fillets, etc, with two coats of approved wood preservative, and for all necessary templates or moulds for circular work states "plugged to walls, etc." the prices are to include for plugging and fixing with nails, etc. to brickwork, block work or concrete work, and any hacking off and clearing away existing plaster as necessary. The rates shall also include for the provision of all samples and shop drawings.

Joinery is to be prepared immediately after the placing of the Contract, framed up, bonded and wedged up. Any portions that warp or develop shakes or other defects are to be replaced before wedging up. The whole of the work is to be framed and finished in a proper and workmanlike manner, in accordance with the detailed drawings, where required and fitted with all necessary metal ties, straps, bolts, screws, glue, etc. Running bonded joints are to be cross tongued with teak tongues and where over 12mm thick, double cross tongued.

Should joints in Joiner's work open, or other defects arise within the period stated for maintenance in the Contract, and the cause thereof be deemed by the Designer to be due to unseasoned timber or faulty or bad workmanship, such defective joinery shall be taken down, refitted, redecorated and/or replaced if necessary and any work disturbed shall be made good at the Contractor's expense.

Exposed Joinery shall have a high degree of finish and shall be of the best quality throughout.

Joinery shall comply with the detail drawings. Prepare joinery for stained or tinted finishes. Conceal all fastenings where possible. Use the minimum of surface railing. Punch rail heads below surface and fill with putty coloured to match finish. Adhesive and jointing compounds shall be none staining and kept off visible surfaces. Surface screws where necessary shall, if visible, be Philips Head, countersunk flush.

The Contractor shall provide all fixings, fastenings, anchors, plugs and the like of approved type to transmit the loads and stresses imposed and ensure the rigidity of the assembly.

Carcass work, shelving and framework to built-in and freestanding units shall be generally constructed of ply as described and specified, properly housed, grooved, tongued, glued, blocked and screwed together as per manufacturers guidelines, and entirely to the satisfaction of the Designer.

All exposed surfaces of joinery to be properly finished.

#### **Protection of Finished Work**

The Contractor shall be responsible for providing and maintaining any boxing or other temporary coverings required for the protection of dressed or finished work that might be damaged during the progress of the work if left unprotected. He is to clean out all shavings, cut ends and other waste from all parts of the Works before coverings or infillings are constructed.

#### **Timber**

Timber is to be cut to the required sizes and lengths as soon as practicable after the works are begun and stored under cover, so that the air will circulate freely around it.

Unless otherwise stated all timber is to be wrote all round and all sizes shown on drawings or specified are finishes sizes.



## **SECTION – X**

### **LIST OF APPROVED MAKES FOR EQUIPMENT & MATERIALS**

**LIST OF APPROVED MAKES FOR EQUIPMENT & MATERIALS**

<b>LIST OF APPROVED MAKES</b>		
<b>Sl. No.</b>	<b>Description</b>	<b>Manufacturers</b>
<b><u>INTERIOR ITEMS</u></b>		
1	19mm 710 Grade plywood.	Imported Gurjan
2	16mm 710 Grade plywood.	Imported Gurjan
3	18mm 710 Grade plywood.	Imported Gurjan
4	12mm 10 Grade plywood.	Imported Gurjan
5	18mm Grey Multiwood.	Thomson
6	8mm Grey Multiwood.	Thomson
7	8mm Grey Multiwood.	Thomson
8	Multiwood frame 4x4cm	Thomson
9	12mm High Density Fibre Board	Jackson
10	1mm Laminate.	Merino/Greenlam
11	18mm Pre Laminated Shutter Highly Glossy Metallic Laminate	Neimann German
12	3.5mm Veneer	Jackson/Green
13	4mm Veneer	Jackson/Green
14	Granite	Natural
15	20mm Quartz Silestone	Hettich
16	Synthetic leather	
17	Mirror	
18	6mm Toughened glass of brand	V-Tuff
19	4mm Laquer Clear Glass	
20	Tinted glass with wodoen profile	
21	2mm Brass Sheet	
22	5mm SS sheet with Brass finish	
23	Anti-termite/ Anti-fungal Paint	
24	Anti-termite/ Anti-fungal Paint	
25	PU Paint	
26	Melamine Polish (for veneer)	
27	Water based Polish Filler Coat	Bona or equivalent
28	Water based Polish Final Coat	Bona or equivalent
29	3mm MS Sheet	
30	Carcass MS Square Rod 25MM	
31	25X25 MS Tube	
32	50X50 MS Tube	
33	SS 19mm rod pipe	
34	Prolistel P All Aluminium Profile	
35	5mm Thick SS Brass profile	
36	Aluminium Black Skirting	
37	Epoxy	MRF/ Berger

<b>LIST OF APPROVED MAKES</b>		
<b>Sl. No.</b>	<b>Description</b>	<b>Manufacturers</b>
38	2MM Thick Edge Banding	
39	BurmaTeak wood	
40	12.5mm Thick Teakwood	
41	Oak Wood	
42	American Smoked Oakwood	
43	12.5MM Natural Wood	
44.0	Blinds	Vista or Approved Equivalent.

**SECTION – XI**  
**TENDER DRAWINGS**

**As Annexure**

