TENDER DOCUMENT
VOL - I
(TECHNICAL BID)

CONSTRUCTION OF BOUNDARY WALL FOR
ICSI-CENTRE OF EXCELLENCE (CoE) KOLKATA

AT

PLOT NO. IIA/35, ACTION AREA – IIA, NEW TOWN, KOLKATA,
WEST BENGAL – 700 157

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SECTION- I
INVITATION OF TENDER

The Institute of Company Secretaries of India (ICSI), a Statutory Body setup under an Act of Parliament, i.e., the Company Secretaries Act, 1980, invites Sealed Tenders from the reputed Contractors for Construction of Boundary Wall for ICSI-CoE Kolkata at Plot no. IIA/35, Action Area- IIA, New Town, Kolkata – 700157 with area 1.5 acre and total length of Boundary of 325 meter) having similar work experiences and credentials,

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<tr>
<td>2</td>
<td>Cost of Tender document</td>
<td>Rs. 1,000/- (Non-refundable)</td>
</tr>
<tr>
<td>3</td>
<td>Eligibility</td>
<td>The Contractor must have valid GST Registration certificate and with experience of executing similar works of at least 3 no’s in last 5 financial years ending at 31st March, 2018.</td>
</tr>
<tr>
<td>4</td>
<td>Earnest Money Deposit (EMD)</td>
<td>Rs. 75,000/- (Refundable)</td>
</tr>
<tr>
<td>5</td>
<td>Mode of Payment of Cost of Tender document and EMD</td>
<td>To be deposited in the form of Demand Draft (DD) / Pay Order (PO) drawn in favour of “The Institute of Company Secretaries of India” payable in New Delhi.</td>
</tr>
<tr>
<td>6</td>
<td>Last date &amp; Time for submission of Tender</td>
<td>27th July, 2018 up to 3:00 PM.</td>
</tr>
<tr>
<td>7</td>
<td>Date of opening of Tender (Technical bid)</td>
<td>27th July, 2018 at 4:00 PM.</td>
</tr>
<tr>
<td>8</td>
<td>Place of submission / opening of bids</td>
<td>ICSI House, 3A, Ahiripukur 1st Lane, Kolkata – 700 019.</td>
</tr>
<tr>
<td>9</td>
<td>Mode of submission of Tender documents</td>
<td>May be submitted by hand or through Post/Courier so as to reach before the due date &amp; time</td>
</tr>
</tbody>
</table>

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

**Director (Infra.)**
The ICSI, New Delhi.
# SECTION- II

## SALIENT FEATURES OF THE TENDER

<p>| | | |</p>
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<tr>
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</thead>
<tbody>
<tr>
<td>1.</td>
<td>Type of Contract</td>
<td>Item rate basis</td>
</tr>
<tr>
<td>2.</td>
<td>Validity of offer</td>
<td>60 days from the date of opening of the offers. The same may be extended for a further period of 60 days with concurrence of the Tenderers.</td>
</tr>
<tr>
<td>3. i)</td>
<td>Earnest Money Deposit (Refundable)</td>
<td>Rs. 75,000/- by DD / PO drawn in favour of the Institute of Company Secretaries of India, payable in New Delhi.</td>
</tr>
<tr>
<td></td>
<td>Cost of Tender documents (Non-refundable)</td>
<td>Rs. 1,000/- by DD / PO drawn in favour of the Institute of Company Secretaries of India, payable in New Delhi.</td>
</tr>
<tr>
<td>4.</td>
<td>Date of commencement of work at site</td>
<td>Within 7 working days from the date of issue of Letter of Intent (LOI)</td>
</tr>
<tr>
<td>6.</td>
<td>Period of completion</td>
<td>120 days from the 7th day of issue of LOI</td>
</tr>
<tr>
<td></td>
<td></td>
<td>a. 90% of total running bills value after joint inspection &amp; verification of measurement of different items executed.</td>
</tr>
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<td></td>
<td></td>
<td>b. Balance 10% to be retained till expiry of defect liability period or 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 (i.e., defect liability period of 1 year from the completion of entire work).</td>
</tr>
<tr>
<td>8.</td>
<td>Minimum value of Running Bill</td>
<td>Rs. 15 Lakhs</td>
</tr>
<tr>
<td>9.</td>
<td>Period of honoring of certificates</td>
<td>21 days from the date of joint verification and certification of bill.</td>
</tr>
<tr>
<td>10.</td>
<td>Retention Money</td>
<td>10% of each running bill</td>
</tr>
<tr>
<td>11.</td>
<td>Defect Liability period</td>
<td>12 months from the date of issue of virtual Completion certificate.</td>
</tr>
<tr>
<td>12.</td>
<td>Liquidated Damages</td>
<td>0.5% per week or part thereof for delay beyond the stipulated completion period subject to the maximum of 10% of total Contract Price.</td>
</tr>
<tr>
<td>13.</td>
<td>Language for communication</td>
<td>English</td>
</tr>
<tr>
<td>14.</td>
<td>Insurance, Custom Duties, GST &amp; any other applicable taxes</td>
<td>To be provided and paid by Contractor (price quoted during Tender submission to include all applicable taxes) i.e., net to the</td>
</tr>
<tr>
<td></td>
<td></td>
<td>ICSI.</td>
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</tr>
<tr>
<td>15.</td>
<td>Assignment &amp; Subletting</td>
<td>Not allowed</td>
</tr>
<tr>
<td>16.</td>
<td>Rates of B.O.Q's items</td>
<td>To be quoted all inclusive and including all applicable taxes, GST, charges, surcharges, royalties etc.</td>
</tr>
<tr>
<td>17.</td>
<td>Period of submitting final bill by Contractor</td>
<td>One (1) month from the date of completion</td>
</tr>
<tr>
<td>18.</td>
<td>LabourCess</td>
<td>As per applicable laws of local statutory / Govt. Authority to be submitted directly by the Contractor.</td>
</tr>
<tr>
<td>19.</td>
<td>Water and Electricity</td>
<td>The Contractor shall make his own arrangement for water and electricity for construction and other purposes at his own cost and pay requisite electricity and water charges. The Contractor shall also make standby arrangement for water and electricity to ensure un-interrupted supply.</td>
</tr>
<tr>
<td>20.</td>
<td>Income tax/GST deduction</td>
<td>At prevailing rates from each running bill</td>
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SECTION-III
INSTRUCTIONS TO THE TENDERER

Sealed offers are invited directly from reputed contractors for construction of Boundary Wall and allied items of work for ICSI-CoE Kolkata at Plot no IIA/35, Action Area- IIA, New Town, Kolkata – 700157 having similar work experience and credentials. The last date of receipt of the offer in a sealed envelope addressed to

The Secretary,
The Institute of Company Secretaries of India,
ICSI House, 3A, Ahiripukur 1st Lane,
Kolkata – 700 019.

super scribing “Offer for Construction of Boundary Wall for ICSI-Centre of Excellence Kolkata” through Registered Post/Speed Post/courier is on or before 27th July, 2018 at 3:00 PM and the same may be dropped before the aforesaid cut-off date & time in a sealed tender box kept in the ICSI-EIRC Kolkata office along with prescribed Earnest Money Deposit (refundable) and cost of tender documents (non-refundable) as per the details mentioned in the tender documents.

The Sealed envelope (containing sealed envelope-1 and envelope-2) shall contain following documents:

**Envelope 1 –**
- Technical Bid (duly filled up, signed and stamped on each page).
- Prescribed EMD and Cost of Tender Paper
- Documents showing relevant work experience in last 5 years.
- Authorization Letter of Signatory, as and if applicable.

**Envelope 2 –**
- Financial Bid – Duly filled up BOQ with sign and stamped on each page

1. Each of the tender documents are required to be signed by the person or persons submitting the tender in token of his/ their having acquainted himself/ themselves with all the conditions/ specification, as laid down. Any tender with any of the document not so signed may be rejected.

2. The clarification on technical issues, if any, may be obtained from the Mr. R K Mukherjee, Executive Assistant, Dte. of Infra., ICSI (P.no. 0120-4082126, M.no. 9875305969), Mr. Abhishek Raj, Asst. Engineer (Construction), Dte. of Infra., ICSI (P.no. 0120-4082126, M. No. 8130448927) on any working day during normal working hours i.e. 9:00 AM to 5:30 PM.

3. The party submitting the tender must obtain for himself on his own responsibility and expenses all the information which may be necessary for the purpose of filling this tender and for entering into contract for the execution of the same and must examine the drawings and inspect the site of the work to get acquainted with all local conditions and matters pertaining thereto.

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

5. The tenderers shall submit Earnest Money Deposit (EMD) of Rs. 75,000/- in form of Demand Draft drawn in any of the Scheduled Bank in favour of The Institute of Company Secretaries of India, payable in 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 shall be

Signature & Seal of Bidder
summarily 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 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 (LOI);
(iii) The Tenderer fails to supply goods / deliver services as per the terms and conditions 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 15 (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 Security Deposit or from any sum that may be or may become due to the Contractor on any account whatsoever and in the event of the Security Money being reduced by reason of any such deductions the Contractor shall within 7 days of being asked to do so make good in cash or cheque any sum or sums which have been deducted from his Security 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. 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 Financial Bid shall not be opened for that particular tenderer.

10. 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 shall not attract any liability whatsoever consequent upon such decisions.

11. The Financial Bids of only those parties who qualify in the technical evaluation/scrutiny shall be opened and scheduled time and date for opening the Financial Bids shall be communicated separately to all qualified bidders.

12. 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.

Director (Infra.)
The ICSI, New Delhi

Signature & Seal of Bidder
SECTION – IV

ELIGIBILITY OF TENDERER

A. QUALIFICATION REQUIREMENTS

1. The Contractor should have valid GST Registration Certificate.

2. The Tenderer should have, successfully completed the similar civil construction work at least 3 no’s (of value of Rs. 35 lakhs or more of each work) in immediate last 5 years.

3. The Tenderer shall be financially sound and should have achieved an average annual financial turnover of Rs. 20 Lakh per year over last three consecutive financial years ending on 31.03.2018.

B. DOCUMENTS REQUIRED TO BE SUBMITTED

The Tenderer shall submit documents in respect of possessing Qualifying requirements as under duly certified and stamped by his authorized signatory:

a) List of Jobs undertaken with details and value meeting the above conditions.

b) Copies of work orders issued by customers.

c) Copies of completion certificates issued by customers.

d) Copies of audited profit and loss accounts accompanied by relevant schedules for turnover figures
SECTION – IV
ACCEPTANCE LETTER BY TENDERER
THE ICSI – CENTRE OF EXCELLENCE, KOLKATA

Issued to: ________________________________________________________________

Signature of the person issuing the documents: _________________________________

Designation: _____________________________________________________________

Date of Issue: _____________________________________________________________

TENDER

1. I/We have read and examined the notice inviting tender, along with all other documents and Rules referred to in the conditions of contract and all other contents in the tender document for the work. We have also visited the site and are familiar with the surroundings including applicable taxes.

2. I/We hereby tender for the execution of the work specified by the The Director (Infra.), The Institute of Company Secretaries of India, ICSI House, 22, Institutional Area, Lodhi Road, New Delhi-110003 within the time specified in schedule, viz., schedule of quantities and in accordance in all respects with the specifications, instructions in writing referred to in General Rules and Directions with such materials as are provided by and in accordance with, such conditions so far as applicable.

   a. I/We agree to keep the tender open for sixty days (60 days) from the last date of submission of bid and not to make any modifications in its terms and conditions.

   b. A sum of Rs. ------/- (Rupees ---------------------- only) is hereby forwarded in the form of Demand Draft of a scheduled Bank as earnest money. If I/we, fail to commence the work specified, I/we agree that The Secretary, The Institute of Company Secretaries of India, ICSI House, 22, Institutional Area, Lodhi Road, New Delhi – 110003 or his/her authorized officer shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely otherwise the said earnest money shall be retained by it towards performance security deposit to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered.
c. I/We hereby declare that I/we shall treat the tender documents and other records connected with the work as secret/confidential documents and shall not communicate information derived therefrom to any person other than a person to whom I/we am/are authorized to communicate the same or use the information in any manner prejudicial to the safety of the ICSI.

d. I/We agree that incase I/we fail to commence the work specified in the above memorandum, an amount equal to the amount of the earnest money mentioned in the form of invitation of tender shall be absolutely forfeited by The Secretary, The Institute of Company Secretaries of India, ICSI House, 22, Institutional Area, Lodhi Road, New Delhi – 110003 and the same may at the option of the competent authority on behalf of The Secretary, The Institute of Company Secretaries of India, ICSI House, 22, Institutional Area, Lodhi Road, New Delhi – 110003 be recovered without prejudice to any other right or remedy available in law out of the deposit in so far as the same may extend in terms of the said bond and in the event of deficiency out of any other money due to me/us under this contract or otherwise.

3. Declaration –

i. I/We have read and understood the terms and conditions given in the Tender Document;

ii. I/We have accept and agrees to all the terms and conditions of the Tender;

iii. I/We shall comply with all the terms and conditions of the Tender;

iv. All the information / documents provided in this bid are true to the best of my/our knowledge and belief. If at any stage, the information / documents are found to be false, misleading or incorrect then this Bid / Order shall be cancelled at his cost and risk and I/We shall indemnify the ICSI for the loss caused due to the cancellation and I/We shall be liable for penal / legal action including black listing.

v. I/We understand that the ICSI reserves the right to its sole discretion to accept any tender or to cancel any or all the Tenders at any stage without incurring any liability. I/We understand that the ICSI does not bind itself to accept the lowest bid. I/we agree that the decision of the ICSI in selection process will be final and binding on us.

vi. The undersigned certifies he/she is authorized to obligate the represented Company / firm and further agrees with all terms, conditions, and requirements of the Tender.

vii. We confirm that we have not been barred / blacklisted / disqualified by any Regulators / Statutory Body in India and we understand that if any false information is detected at a later date, the assignment shall be cancelled at the sole discretion of the ICSI.

Signature & Seal of Bidder
Dated…………………………

Sign.&Stamp of Contractor

Postal Address

Witness:

Address:

ACCEPTANCE

The above tender is accepted by me for and on behalf of The Secretary, The Institute of Company Secretaries of India, ICSI House, 22, Institutional Area, Lodhi Road, New Delhi – 110003 for a sum totaling to Rs. (Rupees…………………………………………………………………………………)

The letters referred to below shall form part of this contract Agreement:

a)
b)
c)

For & on behalf of The Secretary, The Institute of Company Secretaries of India, ICSI House, 22, Institutional Area, Lodhi Road, New Delhi – 110003.

Dated …………………….. Signature/Designation………………………….

Signature & Seal of Bidder
SECTION - VI

GENERAL CONDITIONS OF CONTRACT

1. DEFINITIONS

(a) "Owner" Shall means Institute of Company Secretaries of India having its Head Office at ICSI House, 22, Institutional Area, Lodi Road, New Delhi 110003 and shall include its legal representative/s assign/s or authorized officer.

(b) “Engineer-in-Charge” Shall mean the Technical/ representative of the ICSI designated to supervise the work from time to time.

(c) "Contractor” Shall mean the individual or firm or company, undertaking the work and shall include legal personal representatives of such individual or the persons comprising such firm or company or the successors of such individual or firm or company and the permitted assignee of such individual or such individual or firm or company.

(d) “Contract” Means the documents forming the tender (both Technical and Financial bid) and LOI/ acceptance thereof and the formal agreement executed between the competent authority on behalf of The Secretary, Institute of Company Secretaries of India, ICSI House, 22, Institutional Area, Lodi Road, New Delhi 110003 and the Contractor, together with the documents referred to there in including these conditions, the specifications, designs, drawings and instructions issued from time to time by the Engineer-in-Charge/Architect and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.

In the contract, the following expressions shall, unless the context otherwise requires have the meanings, hereby respectively assigned to them:

i. The expression works or work shall, mean and include works mentioned under head Scope of Work.

ii. The site shall mean Plot no IIA/35, Action Area- IIA, New Town, Kolkata – 700157.

iii. Schedule(s) referred to in these conditions shall mean the relevant schedule(s).

iv. Tendered Value means the value of the entire work as stipulated in the letter of Intent/award of work.

1. SCOPE OF WORK

Construction of Boundary Wall, allied works including demarcation of the Plot in co-ordination with the Surveyor of WBHIDCO (Co-ordination to be ensured by ICSI) as per Schedule of Items given in Financial Bid (Vol. II), Drawings and Standard Specifications & Indian standard codes. The work shall be executed according to the drawings to be released
as “GOOD FOR CONSTRUCTION” by the Engineer-in-charge and according to any additions / modifications/ alterations/deletions made from time to time, as required by any other drawings that would be issued to the Contractor progressively during execution of work.

The work to be carried out under the Contract shall, except as otherwise provided in these conditions, include all labour, materials, tools, plants, equipment and transport which may be required in preparation of and for and in the full and entire execution and completion of the works. The descriptions given in the Schedule of items shall, unless otherwise stated, be held to include wastage on materials, carriage and cartage, carrying and return of empties, hoisting, setting, fitting and fixing in position and all other labours necessary in and for the full and entire execution and completion of the work including dewatering/strutting during excavation of foundation, if any and curing etc. complete in all respect.

2. **CONTRACT VALUE**

The total Contract value for proposed work, mentioned under heading ‘Scope of Work’, shall be the amount derived on the basis of the rates quoted by the Contractor in their tender document, based on bill of quantities (BOQ) given to the Contractor by the Owner, and may vary on actual execution. Also the Owner will have the right to change the scope of works as per project requirements.

The above contract amount is inclusive of all taxes (including GST and any applicable as per central & state government norms), and duties, mentioned here but not limited to, Customs, Excise, Countervailing duties with cess, Overall cess on Duty component, Port Clearance charges, Transit Insurance, Inland transportation, Loading, Unloading, levies, royalties etc. all at the rates prevailing on the date of opening of tender.

3. **TIME OF COMPLETION**

Time is the essence of the Contract. The overall period for completion of the works in all respect is 120 days from the 7th day of the date of issuance of Letter of Intent (LOI). No extension of time will be allowed for the completion of works in all respect.

The Contractor shall carry out and complete the Construction work on the terms and conditions mentioned herein and contained in Contract, as per working drawings issued, and to the entire satisfaction of the Owner.

4. **ESCALATION:**

The rates quoted by the Contractor shall be firm till completion of project & no escalation of prices in material, labor or other inputs including taxes shall be payable to the contractor even if the contract period is extended by Owner for any reason whatsoever.

5. **MOBILISATION ADVANCE**

10% of the Contract value will be released to the Contractor as Mobilization Advance against the equivalent amount of bank guarantee of any Scheduled bank. The mobilization advance paid shall be recovered from each running bill on pro rata basis.
6. LIQUIDATED DAMAGES

In case of delay in completion of work beyond scheduled period, Contractor shall have to pay penalty amounting to 0.5% of total contract price per week or part thereof for delay beyond the completion period subject to the max of 10% of total Contract Price.

7. SCHEDULE OF QUANTITIES

The quantities given herein are approximate and they are subjected to alterations omissions, deductions or additions as provided for in the conditions of this contract and do not necessarily show the actual quantities of the work to be done.

8. DISPATCH & TRANSIT INSURANCE:

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

9. MATERIALS:

All material shall come with manufacturers’ test certificates. A record of all tests should be duly entered in appropriate registers and shall be available at all times for inspection by Owner.

10. SCHEDULE OF PAYMENT (A)

The payment will be in accordance with the actual quantities executed, based on the measurements as certified by the Engineer-in-Charge and will be released as running bills as under and minimum value of each Running Bill should be not less than of Rs.15,00,000/- (Rupees Fifteen Lakh Only)

i) 90% of total running bills value after joint inspection & verification of measurement of different items executed.

ii) Balance 10% to be retained till expiry of defect liability period or 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.

11. SECURITY OF MATERIALS:

Contractor shall be solely responsible for the physical security of materials at site including the materials procured by Owner directly (if any) and issued to Contractor. Any loss or damage to materials lying at site caused by theft, and riots, weather, accident, fire, rain, flood etc. will be entirely to contractor’s account and Contractor shall make good, the value of such loss to the Owner. Contractor at their own cost shall take all necessary steps to ensure
protection of material lying at site, provision of security guards, and appropriate storage space etc.

12. NON-TENDER ITEMS:

Owner shall have the right to add / change / delete any item at their absolute discretion. Payment for Non-Tender Items shall be made on the basis of Rate Analysis to be submitted by the Contractor along with original proof of purchase.

The Contractor shall be paid actual cost for labour and material plus 15% (towards incidental charges, overheads & profits) for Non-tendered Items based on approval of Rate Analysis by the Owner. WCT/GST on work contract is to be paid on these items, as per prevailing statutory rates.

13. QUALITY ASSURANCE:

Contractor is expected to perform work of high standard and quality. Contractor shall perform quality checks as per standard engineering practice. Periodic reports shall be generated and / or as advised by Owner required in adherence to good engineering practice.

All works shall be carried out as per specifications, B.O.Q & drawings. In case of any ambiguity, decision will be given by Owner base as relevant IS codes.

In case the works carried out by Contractor are found to be of unacceptable quality Owner shall order dismantling of such defective works and advise contractor to carry out quality work to the entire satisfaction of the Owner without affecting the contract value or contract time. No payment will be made over and above the rates in the Bill of Quantities for such re-work. Owner reserves the right to get defective work removed or rectified through other agencies & recover the cost thereof from the contractor’s dues.

14. SAFETY:

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 contractor.

Contractor 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.

15. EMERGENCIES:

In any emergency affecting the safety of persons or property, Contractor shall act, at their discretion to prevent threatened damage, injury or loss but at the same time safeguarding the interest of the Owner and the project.

Signature & Seal of Bidder
16. SUB-LETTING/ASSIGNMENT:

The contractor shall not sublet or assign the whole or part of the works except where otherwise provided, by the contract and even then only with the prior written consent of the Owner and such consent if given shall not relieve the contractor from any liability or obligation under the contract and he shall be responsible for the acts, defaults or neglects of any sub-contractor, his agents, workman as full as if they were the acts, defaults or neglects of the contractor, his agent, workman provided always that the provision of labour on piece work basis shall not be deemed to be a subletting under this clause. However, nothing in the foregoing shall be affected in the event of there being a merger, amalgamation or takeover of the business/ management of a party. In such an eventuality all the rights and obligations shall automatically be vested with the entity with which such party has been merged or is taken over.

17. WATER SUPPLY & ELECTRICITY

The Contractor shall make his own arrangement for water and electricity for construction and other purposes at his own cost and pay requisite electricity and water charges. The Contractor shall also make standby arrangement for water and electricity to ensure un-interrupted supply.

18. SECURITY DEPOSIT

a. Earnest Money Deposit and Retention Money

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 deposits. 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.

19. COMPLIANCE OF LABOUR REGULATIONS:
Contractor shall comply with all laws applicable to workmen employed by them and the rules framed there under. The Owner shall in no event and under no circumstances, be liable or responsible for any default by way of non-observance/compliance of the said law/rules on the Contractor’s part and Contractor shall further indemnify Owner against any liabilities and costs/expenses from all proceedings in respect thereof. Contractor shall obtain at his cost all permissions and licenses under various statutes for carrying on their activities and any default in the same would render this Contract void apart from making Contractor liable to Owner towards all costs.

20. 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 (including safety of its workers / personnel) 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.
SECTION - V

SPECIAL CONDITIONS OF CONTRACT

1. INSPECTION OF WORK
During the progress of the work, the Owner itself or through its authorized representative shall be entitled at all times to have access to and inspect the work within the terms & conditions stated in tender document.

2. FINAL BILL:
Final bill supported with consolidated measurements and required details of the full work executed shall be submitted by the Contractor within 1 month from the date of completion of the said work. The bill submitted by the Contractor shall be subject to verification, correction and approval by the Engineer-in-Charge/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.

3. SCHEDULE OF QUANTITIES / BILL OF QUANTITIES
The quantities shown against the various items of work are only approximate quantities which may vary as per the actual requirement at site.

All items of work in the bill of quantities/ schedule of quantities shall be carried out as per the CPWD specifications (if otherwise not specified in BOQ), drawings and instructions of the Engineer-in-Charge and the rates shall include for supply of required materials including proper storage, consumables, skilled & unskilled labour, supervision and tools, tackles, plant & machinery complete as called for in the detailed specifications and conditions of the contract. No item which is not covered in the bill of quantities shall be executed by the Contractor without the approval of the Owner. In case any Extra/Substituted item is carried out without specific-approval, the same will not be paid.

21. APPROVED MAKES / AGENCIES:
The Contractor shall provide all materials from the list of approved makes and also appoint the specialist agency from the approved list as provided in the Tender. Owner on the recommendation of the Engineer-in Charge will approve make / agency as selected by the Contractors within the approved list after inspection of their samples / and there compliance to Technical Specifications / B.O.Q. items and after ascertaining their quality and recent past performances. In case the materials are not in conformity with BOQ & Technical
Specification though it is in approved list or for Aesthetic reason, Owner/Engineer-in Charge may select the other approved makes.

4. TESTS AND INSPECTION
A. The contractor shall carry out the various mandatory tests of various materials and items as per CPWD specifications and relevant Indian Standard Codes. All the tests on materials, as recommended by CPWD and relevant Indian Standard Codes or other standard specifications (including all amendments current at the last date of submission of tender documents) shall be got carried out by the contractor at the field testing laboratory or any other recognized institution/ laboratory, with due intimation and approval of Owner. All testing charges, expenses etc. shall be borne by the contractor. All the tests, either on the field or outside laboratories concerning the execution of the work and supply of materials shall be got carried out by the contractor or by Owner at the cost of the Contractor.

B. All works executed or under the course of execution in pursuance of this contract shall at all times be open to inspection and supervision of the Owner or the representative deputed by the same. The compliance of observations/ improvements as suggested by the inspecting officers of State authorities/ Owners shall be obligatory on the part of the Contractor at the cost of contractor.

5. RECORDS AND REGISTERS
The Contractor shall maintain following necessary records and register at site:
   a. Site Instructions book.
   b. Hindrance Register.
   c. Material Registers such as Cement Register, Steel Register etc.
   d. Cube Register.
   e. Material test Register.
   f. Other necessary records.

6. METHOD OF MEASUREMENT
Unless otherwise mentioned in the bill of quantities the measurements of works shall be done in accordance with the standards laid down by the Bureau of Indian Standards ( IS 1200) /CPWD specifications. The quantity of steel reinforcement and the structural steel sections incorporated in the work shall be measured & paid on the basis of standard coefficients of sections as per BIS Codes of practice.

7. TECHNICAL STAFF FOR WORK
The Contractor shall employ at his cost the adequate number of technical staff (with Technical Qualification) during the execution of this work depending upon the requirement of work. The contractor shall not be entitled for any extra payment in this regard. The technical staff should be available at site, whenever required by Engineer-In Charge to take instructions.

8. SITE CLEARANCE

Signature & Seal of Bidder
The contractor is required to arrange the resources to complete the entire project within total stipulated time. The Contractor shall be responsible for removal of all over-ground and under-ground structures (permanent, semi-permanent and temporary) and constructions from the site. The cost to be incurred in this regard shall be deemed to be included in the quoted rates of Bill of Quantities items and contractor shall not be entitled for any extra payment whatsoever, in this regard.

The Contractor shall be responsible to co-ordinate with service provider/ concerned authorities for cutting of trees, shifting of utilities and removal of encroachments etc. and making the site unencumbered from the project construction area required for completion of work. This shall include initial and frequent follow up meetings/ actions/ discussions with each involved service provider/ concerned authorities. The contractor shall not be entitled for any additional compensation for delay in cutting of trees, shifting of utilities and removal of encroachments by the service provider/ concerned authorities.

9. 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 the Contractor and the Channel Partner or in respect of any delay on the part of the Owner in making interim or final payments or otherwise.

10. 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.

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.
11. DEFECT LIABILITY PERIOD:
The defect liability period is one year from the date of 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.

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SECTION - VIII
ARTICLES OF CONTRACT

THIS AGREEMENT is made at __________ on this day of __________________ , 2018.

BETWEEN

The Institute of Company Secretaries of India, a statutory body set up under an act of Parliament namely The Company Secretaries Act, 1980, having its office at ICSI House, 22, Institutional Area, Lodhi Road, New Delhi – 110003 acting through its authorized signatory The Secretary / Director (Infra.) ____________ (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

M/s_________________________________________ a Company registered under the Companies Act, 1956, having its registered office at ___________________________________, acting through its authorized signatory__________________________ (hereinafter referred to as “CONTRACTOR” which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns and substitutes) of the “SECOND PART”.

The Owner and the Contractor are hereinafter, collectively referred to as the “Parties” and individually as a “Party”.

WHEREAS, the Owner is desirous of entire construction of Boundary Wall with allied items of work for ICSI – Centre of Excellence Kolkata (herein after referred to as the ‘WORK’) at Plot no. IIA/35, Action Area- IIA, New Town, Kolkata – 700 157 (herein after referred to as the ‘PROJECT’) and invited tender from different parties for the said work.

Based on the representations and warranties of the Contractor, selected through tender process, the Owner has agreed to engage the Contractor and the Contractor has agreed to provide the desired work to the Owner for the said Project on the terms and conditions set forth in this Agreement.

The Owner has issued Letter of Intent (LOI) vide letter dated __________ and the same has been accepted by the Contractor.

AND WHEREAS the tender along with the bill of quantities, specifications and other conditions submitted by the Contractor has been accepted by the Owner.

AND NOW, THEREFORE, in consideration of the terms and mutual consent hereinafter mentioned, the parties hereby agree as follows:
1. **SCOPE OF WORK**

Construction of Boundary Wall, allied works including demarcation of the Plot in coordination with the Surveyor of WBHIDCO (Co-ordination to be ensured by ICSI) as per Schedule of Items given in Financial Bid (Vol. II), Drawings and Standard Specifications & Indian standard codes. The work shall be executed according to the drawings to be released as “GOOD FOR CONSTRUCTION” by the Engineer-in-charge and according to any additions / modifications/ alterations/deletions made from time to time, as required by any other drawings that would be issued to the Contractor progressively during execution of work.

The work to be carried out under the Contract shall, except as otherwise provided in these conditions, include all labour, materials, tools, plants, equipment and transport which may be required in preparation of and for and in the full and entire execution and completion of the works. The descriptions given in the Schedule of items shall, unless otherwise stated, be held to include wastage on materials, carriage and cartage, carrying and return of empties, hoisting, setting, fitting and fixing in position and all other labours necessary in and for the full and entire execution and completion of the work including dewatering/strutting during excavation of foundation, if any and curing etc. complete in all respect.

2. **TIME OF COMPLETION:**

Time is the essence of the Contract. The overall period for completion of the works in all respect is 120 days from the date of issue of work order. No extension of time will be allowed for the completion of work in all respect. The Contractor shall carry out and complete the Work mentioned in “Scope of Work” herein above to the entire satisfaction of the Owner.

3. **CONTRACT VALUE:**

The total Contract Price for proposed work, mentioned under head ‘Scope of Work’, shall be the amount derived on the basis of the rates quoted by the Contractor in their tender document, based on bill of quantities (BOQ) given to the Contractor by the Owner, and may vary on actual execution. Also, the Owner will have the right to change the scope of works as per project requirements.

The above contract amount is inclusive of all taxes (including GST and any applicable as per central & state government norms), and duties.

4. **ESCALATION:**

The rates quoted by the Contractor shall be firm till completion of project& no escalation of prices in material, labor or other inputs shall be payable to the Contractor even if the contract period is extended by Owner for any reason whatsoever.

5. **SCHEDULE OF PAYMENT**

The payment will be in accordance with the actual quantities executed, based on the measurements as certified by the Engineer-in-Charge and will be released as running bills as
under and minimum value of each Running Bill should be not less than of Rs.15,00,000/- (Rupees Fifteen Lakh Only)

(i) 90% of total running bills value after joint inspection & verification of measurement of different items executed.

(ii) Balance 10% to be retained till expiry of defect liability period or 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.

The payments will be made within 21 days from the date of receipt of the duly certified bill the Engineer-in-Charge after necessary deduction of retention money, TDS/GST at prevailing rate and advance payment made, if any.

6. MOBILISATION ADVANCE
10% of the Contract value will be released to the Contractor as Mobilization Advance against the equivalent amount of bank guarantee of any Scheduled bank. The mobilization advance amount paid shall be recovered from each of running bill on pro rata basis.

7. LIQUIDATED DAMAGES
In case of delay in completion of work beyond scheduled period, Contractor shall pay penalty amounting to 0.5% of total contract price per week or part thereof for delay beyond the completion period subject to the max of 10% of total Contract Price shall be payable by the Contract.

8. DEFECT LIABILITY PERIOD:
The defect liability period is one year from the date of 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.

9. INDEMNITY:
a. The Contractor shall at all times during the agreement and thereafter, indemnify and keep indemnified the Institute, its officers, employees and representatives, from all or any claims, losses, demands, damages, etc., which the Institute, its officers, employees and representatives may or are likely to suffer by reason of acts, defaults, deeds, things, statutory dues, compliance fees, omissions and commissions committed by the Contractor, while performing the conditions of 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 defense 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.

10. FORCE MAJEURE

The Parties 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, strikes or industrial action of any kind, riots, insurrection, war or acts of government.

10 DISPUTE RESOLUTION:

Any dispute, difference, controversy or claim ("Dispute") arising between the Parties out of or in relation to or in connection with this Contract / Agreement, or the breach, termination, effect, validity, interpretation or application of this Contract / Agreement or as to their rights, duties or liabilities hereunder, shall be addressed for mutual resolution by the authorized official of the parties. If, for any reason, such Dispute cannot be resolved amicably by the Parties, the same shall be referred to the Sole Arbitrator appointed by the Secretary of the Institute of Company Secretaries of India.

The provisions of the Arbitration and Conciliation Act, 1996 or any statutory modifications on re-enactment thereof as in force 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 language of the arbitration and the award shall be English. The decision / award of the arbitrator shall be final and binding.

11 PRECEDENCE:

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

(1) This Contract
(2) The Attachments
(3) The Letter of Intent (LOI)

The Letter of Intent, filled BOQ(financial Bid) and signed original tender documents shall be treated as part and parcel of this Contract.

12 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.

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

SIGNED, SEALED AND DELIVERED
For and on behalf of
The Contractor

SIGNED, SEALED AND DELIVERED
For and on behalf of

In the presence of:  1.

2.
SELECTION - IX
DRAWINGS

PLOT FOR [CS] COE AT KOLKATA

BOX CANAL

5 M WIDE CANAL BANK WALKWAY

40 M WIDE ROAD

44950

(OUT GATE)

(IN GATE)

DEEP 5 M WIDE CANAL BANK WALKWAY

6 M WIDE ROAD