

**TENDER DOCUMENT**

**VOL- I**

**(TECHNICAL BID)**

**DEMOLITION OF EXISTING BUILDING**

**AT**

**Plot NO. 65/635, Judges Avenue, RBI Quarters Road, Behind Indian  
Express, Kaloor, Ernakulam, Kochi -682017**

**Pages – (1 – 13 & Annexure-A with 3 pages)**



**THE INSTITUTE OF  
Company Secretaries of India**  
**भारतीय कम्पनी सचिव संस्थान**  
**IN PURSUIT OF PROFESSIONAL EXCELLENCE**  
Statutory body under an Act of Parliament

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## **SECTION- I**

### **NOTICE INVITING TENDER**

Sealed Tenders are invited for the Demolition of the existing building with (G+1) floors and terrace with GI sheet covered situated at Plot NO. 65/635, Judges avenue, RBI Quarters Road, behind Indian Express, Kaloor, Ernakulam, Kochi -682017, disposing of unserviceable material and for giving credit to serviceable materials of the building.

The Contractors having at least 3 years' relevant experience in such field and having executed one similar work in last 2 years, may download tender documents from the website of the Institute i.e. [www.icsi.edu](http://www.icsi.edu) and submit the same.

The filled in tender along with the prescribed **Earnest Money Deposit and documents to establish relevant experience and eligibility** should be submitted to **the Chairperson, Kochi Chapter of The Institute of Company Secretaries of India, First Floor, Govardhan Building, Chittoor Road, Kochi-35** on or before **8<sup>th</sup> March, 2018 at 3:00PM**. The technical bids will be opened on the same day i.e. **8<sup>th</sup> March, 2018 at 4:00 PM**. The Commercial bids of the shortlisted bidders after technical evaluation shall be opened on later stage with prior intimation of the same.

The ICSI reserves the right to accept or reject any or all tenders without assigning any reason whatsoever.

**THE CHAIRPERSON,  
KOCHI CHAPTER**

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

1. The Bidders shall submit Technical Bid and Financial bid in two separate sealed envelopes and put both the envelopes in a separate big sealed envelope super scribing “**Tender for Demolition Of existing building of ICSI at Plot No.65/635 at Plot NO. 65/635, Judges Avenue, RBI Quarters Road, Behind Indian Express, Kaloor, Ernakulam, Kochi -682017**”. The Sealed envelope (containing Envelope 1 & 2 as given below) addressed to **The Chairperson, Kochi Chapter of ICSI** shall contain following documents:

**Envelope 1 –**

- Technical Bid (duly filled up, signed and stamped on each page).
- Prescribed EMD.
- Supporting documents of relevant Experience and Eligibility
- Authorization Letter in favour of Signatory, if required.

**Envelope 2 –**

- Financial Bid – Duly filled up BOQ with sign and stamp on each page

The Bidders shall sign and stamp each and every page of technical bid and financial bid.

2. The Bidders is advised to visit and inspect the site at his own cost and responsibility and to gather all necessary information which may be required for completing the tender. Ignorance of site conditions or local information shall not be considered as an excuse for non-performance/ shortcomings in the contract work. For site inspection, **Mr. T.S. Sreekumar, may be contacted (M. 9747287198, Ph. No. 0484-4050502 & 2375950)**.
3. The tender should contain not only the rates but also the value of each item of work entered in the prescribed column of the BOQ (Financial Bid) and all the items should be totalled up in order to show the aggregate value of the entire tender. The rates quoted by the Bidders should be expressed accurately both in words and figures to avoid any scope of discrepancy. All corrections in the tender shall be duly attested by initials (counter-signed) of the Bidders. Corrections if not attested, may entail rejection of tender. The rates quoted by the Bidders in item rate tender will be the basis (and not the amounts in case of discrepancies) of finalizing the tender.
4. It shall clearly be understood that the rates quoted in the tender are for complete work at site as per instructions to Bidders, terms of contract, special conditions of contract specifications and drawings, addenda referred to therein and also for all such works as are necessary for the proper completion of the contract although may not have been made in the specifications or in drawings or in tender documents. The rates shall be firm and shall not be subject to cost escalation on account of labour and material and labour conditions or any other reason whatsoever during entire period of execution.

5. The Bidders shall use only the form issued with this tender to fill up the rates.
6. Every page of the tender shall be signed on the bottom of right hand side and any tender not so completed shall be treated as defective and liable to be rejected.
7. The contract will be governed by the Indian Contract Act, Indian Sales of Goods Act and all other relevant laws.
8. The rates quoted shall be for complete work at site and should be inclusive of incidentals expenses necessary for carrying out the work i.e., net to the ICSI. The rates shall be inclusive of GST, Sales Tax if applicable at Kerala State for or any other tax including cess or duty levied by any Government or Public bodies. Institute being a statutory body does not have any LST or CST number and no way bill form (Form-32) or any other form for transfer/shifting of material/ equipment will be issued by the institute.
9. All payments due to the Contractor under the contract will be made in Indian Currency. Tax deductions will be made as per the prevailing rates from the Contractor's account bills as notified by the various govt. authorities.
10. Rates to be quoted strictly as per the terms and conditions, specifications, Standards given in the tender document and not to stipulate any deviations.
11. Addenda to this document if issued prior to submission of the tender must be signed and submitted along with the tender document. The Bidders should write clearly revised quantities in "Schedule of Rates" of Tender Document and should price the work based on the revised quantities when amendment for quantities are issued in addenda.
12. Bidders must return all the documents and drawings issued to them, while submission of their tender duly stamped and signed.
13. Any printing or typographical errors / omission in tender document shall be referred to the architect and their interpretations regarding correction shall be final and binding on Contractor.
14. A transfer of Tender Document is not permitted.
15. The validity of offer of the bidder shall be **90 days** from the date of opening of bids.

### **SECTION III**

#### **GENERAL RULES, TERMS AND CONDITIONS OF CONTRACT**

1. Sealed Tenders are invited for the Demolition of the existing building at Plot NO. 65/635, Judges avenue, RBI Quarters Road, Behind Indian Express, Kaloor, Ernakulam, Kochi -682017 for disposing of unserviceable material and giving credit to serviceable materials of the building.
2. The existing building is a load bearing structure with RCC slabs and masonry walls. The building is about 33 years old and consists of **ground +first floor each measuring 2750sq. ft., stair head and truss roofing at terrace.** The area and materials mentioned above are approximate and only indicative. The interested Applicants / Bidders can inspect the building for gathering necessary information before submission of the bids.
3. The Contractor shall demolish the complete building including the foundation, plinth protection, flooring in and around the building and all other structures including RCC slabs, beams, columns, masonry walls, doors, windows, ventilators and all other items including the outer compound wall, as per the instruction of the Architect/Institute's representative, dispose the debris & other unserviceable material on dumping yard approved by local authorities and as per the norms/ rules and regulations of National Green Tribunal (NGT), at their own cost.
4. The Bidders shall quote the maximum amount in tender that can be offered to the ICSI for the serviceable materials after estimating/ accounting the cost of demolition, disposal of debris & unserviceable materials as above.
5. The work is to be completed in all respect **within 45 days** from the date of handing over the site. The work shall commence within a week from the date of issue of Letter of Intent (LOI) from the ICSI or the date of handing over of site whichever is later.
6. The time is the essence of the contract and shall be strictly observed by the Contractor.
7. The intending applicant/ bidders shall visit the site and make himself thoroughly acquainted with the local site condition, nature and requirement of the works, facilities for transport, nature of labour required, access and storage for materials and removal of wastes. The Bidders should quote taking into account all the site conditions including traffic restriction for transport etc., for proper execution of the work. The successful Bidders will not be entitled to any claim of compensation for difficulties faced or losses incurred on account of any site condition.
8. ICSI is not responsible for any loss or devaluation or the quality of the materials found while dismantling and it will be at the total responsibility of the Contractor. The

Contractor should carry out the job within the given time limit at his risk and cost and with all safety provisions required for the job. The Contractor will be responsible for any type of accident and compensation / claims which may arise as per laws of Contract.

9. Any type of failure in carrying out the jobs will result into Arbitration Proceedings as mentioned in Arbitration Clause and any such failure will also attract forfeiture clause of EMD / Security Deposit.

10. The Contractor shall not be allowed to lift the materials unless full amount of bid is paid by him and complete the demolition work and removal of unserviceable materials from the site. The bidder shall complete the dismantling of the building and clean the site as instructed by the Architect/ ICSI.

11. **Minimum criteria for participation in tender:-**

*A. Should have completed at least one similar work in last two years. Copies of Completion Certificates/ orders to such effect shall be enclosed.*

*B. Should have average turnover of 20 Lakhs in last three financial years (2016-17, 2015-16 and 2014-15), and details to be enclosed..*

*C. List of self-owned demolishing, handling, dismantling, transporting equipment's.*

*D. Details of permanent labour having experience in demolition and dismantling and supervisory staff.*

12. The Bidders shall submit his quotation in India Currency (In figures as well as in words). When the Contractor signs the tender in an Indian language, the tendered amount should also be written in the same language.

13. Earnest money of **Rs. 25,000/-** (Twenty Five Thousand only), in the form of Demand Draft / pay order drawn in favour of “**The Institute of Company Secretaries of India**” payable at Kochi is to be submitted along with the tender document. The tenders not accompanied with the EMD amount shall be summarily rejected. The EMD of the unsuccessful Bidders will be refunded without any interest within 30 days, subsequent to decision of awarding the work.

14. The Contractor, after acceptance of his tender would be required to deposit, within one week from the date of acceptance, an amount equal to **1.5 times the quoted amount, inclusive of Earnest Money**, as total Security Deposit in the form of Demand Draft/ Pay order for the due fulfilment of his contract and sign an agreement for execution of the aforesaid works and shall also pay for all stamps and legal expenses, incidental thereto. As an alternative to the Security Deposit as mentioned above, the successful Contractor may furnish a Bank Guarantee for the above amount for due performance of the contract, from a Scheduled Bank, valid for 2 months exceeding the contract period in the format approved by the ICSI.

15. **EMD** - The tender/ Bid received without EMD or in the form of F.D.R shall be rejected.

(i) Earnest money of the bidders shall be forfeited in the following events and reasons:

- a. If the bidder withdraws the offer within validity of tender.
- b. If the bidder after submission of the tender, imposes condition(s).

(ii) Earnest money of the contractor, whose tender is accepted, shall be forfeited in full in case he does not remit the security deposit within the stipulated period and/or start the work by stipulated date mentioned in the award/acceptance letter issued by the ICSI and if case of failure/ deviation to perform or complete the work within stipulated period as per the agreed terms and conditions the EMD/ Security Deposit shall be forfeited.

16. The discretion of acceptance or rejection of the tender will rest with the ICSI and ICSI shall not be bound to accept any tender and it may reject the same without assigning any reason whatsoever. All tenders in which any of the prescribed conditions are not fulfilled or incomplete in any respect, are liable to be rejected. Canvassing in connection with tenders is strictly prohibited. Tenders submitted by the Contractors who resort to canvassing are liable for rejection.

17. (i) The Contractor shall follow/ obey the provisions of all local Bye-laws or safety measures / acts relating to the demolition work and to the regulations etc. of the Government and Local Authorities including cordoning off the property from neighbouring properties with proper arrangement like zinc sheet barricading to avoid dust, noise to the occupants of the neighbouring buildings etc., The amount should be quoted after taking into account the cost and liabilities for license fees etc. if any, in complying the regulations of local authorities.

(ii) Before actually taking up the demolition of the building the Contractor shall ensure proper disconnection of Electrical power to the building and disconnection of water supply and sanitary connection to the building.

(iii) The Contractor shall ensure the safety requirements laid down by the local authority and/or National Building Code and National Green Tribunal (NGT). If, any loss, damages, legal cost is suffered by the ICSI in the event of defective or inferior quality of work/ non-compliance of rules, bye-laws or loss suffered to any person or entity due to direct or indirect consequence of work executed by the Contractor, the Contractor shall indemnify upto the extent of such loss / damages and keep harm less to The ICSI, incurring all expenses and consequences of such loss / damages and legal cost.

(iv) 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 Institute is in no way responsible for any damages arising out of this work contract.



18. The Security deposit will be refunded to the Contractor after adjusting the amount quoted for the serviceable material only after all the demolition work is completed in all respect and all the debris are cleared from the site to the satisfaction of the ICSI and also duly certified by the Architect within the stipulated period. If the work is not completed in all respect within the time schedule mentioned above, the ICSI will forfeit the security deposit and terminate the contract.
19. All taxes including G.S.T. or any other tax like work contract tax, turn-over-tax, etc., in respect of this contract shall be payable by the Bidders and the ICSI will not entertain any claim whatsoever in this respect.
20. The tender shall remain open for acceptance for a period of 60 days from the date of opening of tenders. If any Bidders withdraw his tender before the said period, then the ICSI shall be at the liberty to forfeit Earnest Money paid along with the tender.
21. The tender document consists of Notice inviting tender, Instruction to Bidders, General Rules, terms and conditions of contract, bidding schedule, Indemnity Bond and tender offer. All these components form part of the tender. It is obligatory on the part of the Bidders and sign for all the component parts.
22. The tender for the work shall not be witnessed by a Contractor or Contractors who himself/themselves has/have tendered for the same work. Failure to observe this condition shall liable to be rejected.

**23. PAYMENT TERMS:**

After successful completion of the demolition of entire building and fully clearing off the debris from site including removing of the foundation-RCC column footings etc., the ICSI agrees to refund to the successful Contractor the security deposit in excess of the quoted amount without any interest. The completion certificate shall be certified by the Architect of the project. The decision of the ICSI shall be final in this regard. In case the Contractor fails to complete the demolition works and clear the debris in time, in such an event ICSI shall forfeit the security deposit and shall get the uncompleted work done through some other agency at the cost of the Contractor. Any expenditure incurred by the ICSI in undertaking the incomplete works shall be borne by the Contractor.

**24. LIQUIDATED DAMAGES**

If the Contractor fails to complete the work within the completion period as stipulated in the bid documents, penalty @ of Rs. 2000/- per day shall be imposed for the period exceeding stipulated time.

**25. A. ARBITRATION –**

In case of any dispute or difference arising in relation to meaning or interpretation of the agreement, the authorized official of the Institute and the seller will address the disputes/ differences for mutual resolution and failing which the matter shall be referred to the Sole Arbitrator appointed by the 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 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 agreement are subject to the jurisdiction of Courts in Delhi

**26. 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.

27. For any clarification on technical issue, the Architect may be contacted as per the details given below:

**ARCHITECT**

**SAFE MATRIX ARCHITECTURAL & ENGINEERING CONSULTANTS (I)  
PVT.LTD.**

MMC NO.357/B XII,  
Manappattu Building,  
Muvattupuzha.

P.No.: 0485-2833757, Mob. No.: +91-8281297872

Signature of the Competent  
Authority of ICSI

Signature of the Contractor with seal

**SECTION- IV**

**BID OFFER**

TO

The Chairperson,  
Kochi Chapter of ICSI  
First Floor, Govardan Building,  
Chittoor Road, Kochi-35

**SUB: Tender for demolition of Building at Plot NO. 65/635, Judges Avenue, RBI  
Quarters Road, Behind Indian Express, Kaloor, Ernakulam, Kochi -682017.**

I/We have read the notice inviting offer, general rules, Terms &  
Conditions of Contract

I/We are fully qualified to execute the subject work and have understood the scope of  
work, terms and conditions. Accordingly, I/we are offering Rs.(  
Rupees.....  
..... for the serviceable materials after disposal of unserviceable materials.

I/We also agree that I/we will be depositing an amount equal to 1.5 times the above  
quoted amount (inclusive of EMD), within one week from the date of acceptance of  
my/our offer failing which the EMD deposited with this tender can be forfeited. I/ We  
also agree to the condition that in case of not completing the demolition work to the  
satisfaction to the ICSI within the stipulated time, the security amount be forfeited by  
the ICSI and ICSI can get the remaining work done at my/our risk and responsibility.

I/We fully understand that the ICSI has the right to reject any or all the tenders without  
assigning any reasons whatsoever.

PLACE ::

DATE ::  
BIDDERS

SIGNATURE OF THE

WITH COMPLETE ADDRESS  
AND TELEPHONE NUMBERS

Witnessess ::

**SECTION- V**  
**CONTRACT**

(Demolition of ICSI'S Existing Building at Plot NO. 65/635, Judges avenue, RBI Quarters Road, Behind Indian Express, Kaloor, Ernakulam, Kochi -682017)

**THIS AGREEMENT** is made at \_\_\_\_\_ on this day of \_\_\_\_\_, 2018.

**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, having its principal office at ICSI House, 22, Institutional Area, Lodi 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**

B M/s \_\_\_\_\_ a **Company** registered under the **Companies Act, 2013**, 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"**.

**AND**

C M/s SAFE MATRIX ARCHITECTURAL & ENGINEERING CONSULTANTS (I) PVT.LTD.MMC NO.357/B XII, Manappattu Building, Muvattupuzha, as Architect for the project (hereinafter, called and referred to as the '**Architect**' which expression shall, unless repugnant to the context or meaning thereof, shall include its successors and permitted assigns) of the **"THIRD PART"**.

WHEREAS THE ICSI is desirous of undertaking the Demolition of the ICSI's existing building at Plot NO. 65/635, Judges Avenue, RBI Quarters Road, Behind Indian Express, Kaloor, Ernakulam, Kochi 682017 and had invited the tender for the same.

AND WHEREAS, the Tender was opened on ....., and among others the Contractor is declared as successful bidder. Pursuant to that a Letter of Intent dated..... was issued to the Contractor who accepted the same and has agreed to perform the work as set out in tender and terms & conditions set forth herein under.

NOW THIS AGREEMENT WITNESSES as follows:

1. In this agreement words and expression shall have the same meaning as are respectively assigned to them in the conditions of contract hereinafter referred to.
2. The following documents with these presents shall be deemed to form and be read and construed as part and parcel of this agreement viz,
  - a) Notice inviting Tender
  - b) The Tender Document comprising Tender Notice, instruction to Bidders, General Conditions of the Contract, Appendices, bid offer.
  - c) Corrigendum to tender document if any
  - d) Letter from Contractor dt. .... in response to the negotiation meeting discussions held on.....
  - e) Letter of Acceptance issued to Contractor by ICSI vide letter no. .... Dated.....
  - g) Letter of Intent (LOI) and its acceptance thereof.
  - h) Letters from and to the Contractor, if any, leading to and prior to acceptance letter.
3. The Contractor hereby covenants, and agrees with the ICSI to Demolish construct, complete and perform the works in conformity in all respects and subject to all terms and conditions/rules as mentioned in the aforesaid documents which shall form part and parcel of this agreement.

In witness whereof, the parties hereunto have set their respective hands and seals the day and year first above written.

For & on behalf

For & on behalf of the

Contractor with seal

ICSI with Seal

**SECTION- VI**  
**INDEMNITY BOND**

(Demolition of ICSI'S Existing Building at Plot NO. 65/635, Judges avenue, RBI Quarters Road, Behind Indian Express, Kaloor, Ernakulam, Kochi -682017)

THIS DEED OF INDEMNITY BOND is made on this..... day of..... month of year two thousand eighteen ( ) By M/s..... duly represented by proprietor/ one of its partners Sri.....aged..... years, son of Sri Residing at .....

WHEREAS, I am the Authorized Partner/ Proprietor / Owner of M/s ....., and in response to the Press Notice/ EOI, I have applied for the tender for the work of demolition of ICSI's existing building at Plot NO. 65/635, Judges Avenue, RBI Quarters Road, Behind Indian Express, Kaloor, Ernakulam, Kochi -682017.

WHEREAS, My company being a successful bidder has secured the subject work through competitive tendering for the Work of Demolition of ICSI's building at Building No.65/635 at Plot NO. 65/635, Judges avenue, RBI Quarters Road, Behind Indian Express, Kaloor, Ernakulam, Kochi -682017.

AND WHEREAS, for Completion of the Demolition work, my company has entered into a contract agreement dated .....with the ICSI.

Now this Deed Witnessed that in pursuance of the aforesaid contract agreement dt. ....

And in consideration of ICSI having agreed to make payments on the running bills claimed by my company based on the works completed by my company in respect of Demolition of ICSI's existing building at Plot NO. 65/635, Judges Avenue, RBI Quarters Road, Behind Indian Express, Kaloor, Ernakulam, Kochi -682017 and referred to above:

- A. I hereby undertake to indemnify and keep harmless the ICSI & its project Architect from any damages, prosecution, other legal suits and claims arising out of any mishaps occurring at the site due to faulty work, faulty demolition and for violating rules and regulations for which I shall be solely responsible.
- B. If, any loss, damages, legal cost is suffered by the ICSI in the event of defective or inferior quality of work/ non-compliance of rules, bye-laws or loss suffered to any person or entity due to direct or indirect consequence of work executed by the Contractor, I shall indemnify up to the extent of such loss / damages and keep harmless to The ICSI, incurring all expenses and consequences of such loss / damages and legal cost.

Signature of Executant  
With seal