

No.: ICSI/INFRA/KOCHI

DATE: 15.02.2021

TENDER DOCUMENT

VOL- I

(TECHNICAL BID)

FOR

DEMOLITION OF EXISTING BUILDING

AT

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

Pages – (1 – 24)



**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

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DISCLAIMER

The information contained in this Tender Document or subsequently provided to Bidder(s) or applicants whether verbally or in documentary form by or on behalf of Institute of Company Secretaries of India (hereinafter “Institute” / “ICSI”) or by any of its employees or advisors, shall be subject to the terms and conditions set out in this Tender Document and all other terms and conditions subject to which such information is provided. The purpose of this Tender document is to provide the Bidder(s) with information to assist the formulation of their proposals. This Tender Document does not purport to contain all the information each bidder may require. This Tender document may not be appropriate for all persons, and it is not possible for the ICSI, its employees or advisors to consider the investment objectives, financial situation and particular needs of each bidder who reads or uses this Tender document. Each bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this Tender document and where necessary obtain independent advice from appropriate sources. ICSI, its employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the Tender document. ICSI may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this Tender document.

SECTION-I

NOTICE INVITING TENDER

Sealed Tenders are invited from reputed Eligible bidders for the Demolition of the existing building with (G+1) floors and terrace covered with GI sheet cover 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.

Desirous firms/ contractors may down load the detailed Tender Documents from the Institute's Website at given link i.e. The Tender i.e. <https://www.icsi.edu/tenders/>.

The duly filled tender along with the prescribed **Earnest Money Deposit and documents to establish relevant experience and eligibility** should be submitted to **The Chairman, Kochi Chapter of The Institute of Company Secretaries of India, First Floor, Govardhan Building, Chittoor Road, Kochi-35** on or before **2nd March, 2021 at 3:00 PM**. The technical bids will be opened on the same day i.e. **2nd March, 2021 at 4:00 PM**. The Financial bids of the shortlisted bidders after technical evaluation shall be opened on later stage with prior intimation of the same.

The Institute shall not be liable for any transit delays whatsoever and tenders received after the stipulated time/date are liable to be rejected summarily without assigning any reason and without any further reference to the Bidder.

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

**THE CHAIRMAN
KOCHI CHAPTER**

SECTION- II

SALIENT FEATURES

SI No.	Clause No.	Brief Description of Clause
2.	Cost of Tender Document for each Slice	Rs 500/- including GST. (Non-refundable) in the form of DD/ Pay Order drawn in favour of “The Institute of Company Secretaries of India” payable at Kochi .
3.	Earnest Money Deposit	Rs.25,000/- (Refundable) in the form of DD / Pay Order drawn in favour of “The Institute of Company Secretaries of India”, payable at Kochi.
4.	Validity of the BID	90 days. Further, the validity of Offers may be extended with the mutual consent.
5.	Commencement of work	Within 7 days from the date of Letter of Intent or handing over of site, whichever is later.
6.	Time of Completion inclusive of holidays & rainy period.	45 days from – Tenth (10 th) day from the date of Issuance of LOI/Work order.
7.	Date, Time & Place of Pre-Bid Conference:	On 23rd February, 2021 at 11:30 AM at ICSI HOUSE First Floor, Govardhan Building, Chittoor Road, Kochi-35
8.	Last date and time for Receiving of sealed tender:	2nd March, 2021 at 3:00 PM at ICSI HOUSE First Floor, Govardhan Building, Chittoor Road, Kochi-35
9.	Date, Time & Place of opening of Technical bids of the Tender:	2nd March, 2021 at 4:00 PM at ICSI HOUSE First Floor, Govardhan Building, Chittoor Road, Kochi-35
10.	Signing of Contract Agreement	Within 15 days of issue of Letter of Intent.
11.	Security Deposit	1.5(One Point Five)Times of the contract amount (with in week from day of acceptance of offer) in the form of Bank Guarantee from Nationalized/Scheduled Bank in favour of The Institute of Company Secretaries of India. The validity of which will be up to 2 months beyond the issue of Virtual completion Certificate by the Architect.
12	Liquidation Damages	Rs. 2000/- per day for delay beyond the completion period subject to the max of 25 % of total contract price.

SECTION III
INSTRUCTIONS TO BIDDERS

1. About ICSI:

The Institute of Company Secretaries of India (herein after referred as ICSI / Institute) is a statutory body constituted under an Act of Parliament i.e. the Company Secretaries Act, 1980. ICSI is functioning under the overall administrative jurisdiction of Ministry of Corporate Affairs, Government of India and having its head office at 22, Institutional Area, Lodi Road, New Delhi. ICSI is the only recognized professional body in India to regulate and develop the profession of Company Secretaries in India.

2. 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 Old building of ICSI-Kochi Chapter**”. The Sealed envelope (containing Envelope 1 & 2 as given below) addressed to

**The Chairman,
Kochi Chapter of ICSI
Door No: 66/3117, 1st Floor,
Govardhan Building,
Chittoor Road, Kochi - 682035**

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.
- List of self-owned demolishing, handling, dismantling, transporting equipment's.
- Details of permanent labour having experience in demolition and dismantling and supervisory staff.

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.

3. 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. Sreekumar T.S. may be contacted (Mobile- 9747287198 Ph No. 4050502, 2375950).**
4. The rates quoted by the Bidders should be expressed accurately both in words and figures to avoid any scope of discrepancy. In case of discrepancy the figure mentioned in words shall be treated as final. 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.

5. 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.
6. The Bidders shall use only the form issued with this tender to fill up the rates.
7. 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.
8. The contract will be governed by the Indian Contract Act, Indian Sales of Goods Act and all other relevant and applicable laws as amended.
9. The validity of offer of the bidder shall be **90 days** from the date of opening of bids but if required same may be extended by taking consent of the concerned bidder.
10. 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/ Authority. 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.
11. All transactions with 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.
12. Rates to be quoted strictly as per the terms and conditions, specifications, Standards given in the tender document and not to stipulate any deviations.
13. 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.
14. Bidders must submit all the documents and drawings issued to them, while submission of their tender duly stamped and signed.
15. 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.
16. A transfer of Tender Document is not permitted.
17. The acceptance of tender shall rest with the ICSI. ICSI 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.

18. 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.
19. 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.

SECTION IV

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) in case of email and a week from the date of receipt of LOI by the bidder through post (in case of both email and post, date of email shall be treated as reckoning date) 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/ bidder's 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 and other applicable labour laws as amended.
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/ Penalty, Indemnity and such other applicable terms of this tender.
10. The Contractor shall not be allowed to lift the materials unless full amount of bid is paid by him and the demolition work and removal of unserviceable materials from the site gets complete in all respect. 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 10 Lakhs in last three financial years (2020-19, 2019-18 and 2018-17), and details to be enclosed.

- 12.** The Bidders shall submit his quotation in Indian 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 of any scheduled bank drawn in favor 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. The EMD of the Tenderer shall be forfeited in the following circumstances:-
- If the bidder withdraws the offer within validity of tender.
 - If the bidder after submission of the tender, imposes condition(s).
 - If the bidder 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 in case of failure/ deviation to perform or complete the work within stipulated period as per the agreed terms and conditions 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.
 - 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.
- 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 of any scheduled bank for the due fulfillment of his contract and signing 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.** 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.
- 16.** 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.

17. 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.
18. 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.
19. 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.
20. 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.

21. 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.

22. LIQUIDATED DAMAGES

If the Contractor fails to complete the work within the completion period as stipulated in the bid documents, the penalty @ of Rs. 2000/- per day shall be paid by the Contractor upto the maximum limit of 25% of the Contract Credit Price, as a Liquidated damages without prejudice to any other rights of the Institute.

23. 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, its staff or agents which may arise either out of negligence, fraud, misrepresentation, misconduct or material breach of this contract/ tender.

24. SAFETY REGULATIONS

In respect of all labour, directly or indirectly employed in the work for the performance of the Contractor's part of this agreement, the Contractor shall at his own expense arrange for all the safety provisions as per safety codes of the CPWD, Indian Standards Institution, the Electricity Act, regulations, rules and orders made there under and such other acts as applicable.

Safety Code

The Contractor shall at his own expense arrange for the safety provisions as appended to these

conditions or as required by the Engineer-in-Charge, in respect of all labour directly or indirectly employed for performance of the Works and shall provide all facilities in connection therewith. In case the Contractor fails to make arrangements and provide necessary facilities as aforesaid, the Engineer-in-Charge shall be entitled to do so and recover the cost thereof from the Contractor.

(i) Failure to comply with Model Rules for Labour Welfare, Safety Code or the provisions relating to report on accidents shall make the Contractor liable to pay to the Employer liquidated damages as decided by the Engineer for each default or materially incorrect statement. The decision of the Engineer-in-Charge in such matters based on reports from the Inspecting Officers as defined in the Contractor's Labour Regulation as appended to these conditions shall be final and binding and deductions for recovery of such liquidated damages may be made from any amount payable to the Contractor.

The Contractor shall comply with and give all notices required under any Governmental authority, instrument, rule or order made under any Act of Parliament, State laws or any regulation or bye-laws of any local authority relating to the Works. He shall before making any variation from the contract drawings necessitated by such compliance give to the Engineer-in-Charge a written notice giving reasons for the proposed variation and obtain the Engineer-in-Charge's instructions thereon.

Mandatory Safety Practices

- I. Suitable scaffolds shall be provided for workmen for all work that cannot safely be done from the ground. Or from solid construction except such short period work as can be done safely from ladders. When a ladder is used an extra mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying materials as well, suitable footholds and hand-holds shall be provided on the ladder and the ladder shall be given an inclination not steeper than 1/4 to 1 (1/4 horizontal, and 1 vertical),
- II. Scaffolding or staging more than 3.25 meters above the ground or floor, swing or suspended from an overhead support or created with stationary support, shall have guard rail and toe board properly attached, bolted, braced and otherwise secured at least 1 meter high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such openings as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.
- III. Working platform, gangways, and stairways shall be so constructed that they do not sag unduly or unequally and if height of a platform or gangway or stairway is more than 3.25 meters above ground level or floor level, it shall be closely boarded, have adequate width and be suitably fenced, as described in 2 above.
- IV. Every opening in floor of a building or in a working platform shall be provided with suitable means to prevent fall of persons or materials by providing suitable fencing or railing with a minimum height of 1 meter.
- V. Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 0 meters in length, width between side rails in a rung ladder shall not be less than 30 cm for ladders up to and including 3 meters in length. For longer ladders this width shall be increased at least 6 mm for each additional 30 cm. Uniform step spacing shall not exceed 30 cm. Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of

the Sites shall be so stacked or placed 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 defense of every suit action or other proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and costs which may be awarded in any such suit, action or proceedings to any such person or which may with the consent of the Contractor be paid to compromise any claim by any such person.

- VI. Excavation and Trenching: All trenches, 1.5 meters or more in depth, shall at an times be supplied with at least one ladder for each 20 meters in length or fraction thereof. Ladder shall be extended from bottom of trench to at least 1 meter above surface of the ground. Sides of a trench which is 1.5 meters or more in depth shall be stepped back to give suitable slope, or securely held by timber bracing, so as to avoid the danger of sides collapsing. Excavated material shall not be placed within 1.5 meters of edge of trench or half of depth of trench whichever is more. Cutting shall be done from top to bottom. Under no circumstances shall undermining or undercutting be done.
- VII. Demolition: Before any demolition work is commenced and also during the process of the work following must be followed by the Contractor
- a) All roads and open areas adjacent to the work site shall either- be closed or suitably protected.
 - b) No electric cable or apparatus which is liable to be a source of danger over a cable or apparatus used by operator shall remain electrically charged.
 - c) All practical steps shall be taken to prevent danger to persons employed. From risk or fire or explosion, or flooding. No floor, roof, or other part of a building shall be so overloaded with debris or materials, as to render it unsafe.
- VIII. All necessary personal safety equipment as considered adequate by the Engineer-in-Charge shall be available for use of persons employed on the Site and maintained in a condition suitable for immediate use and the Constructor shall take adequate steps to ensure proper use of equipment by those concerned. All personnel within the site shall wear safety shoes, tight dress and safety helmet apart from following specific requirements. Corona protocol as amended time to time shall be strictly adhered by the Contractor.
- a) Workers employed on mixing asphaltic materials cement and lime mortars/concrete shall be provided with protective footwear and protective goggles.
 - b) Those engaged in handling any materials which is injurious to eyes shall be provided with protective goggles.
 - c) Those engaged in welding works shall be provided with welder's protective eye-shields.
 - d) Stone breakers shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.
 - e) When workers are employed in sewers and manholes, which are in use, Contractor shall ensure that manhole covers are pane and manholes and ventilated at least for an

hour before workers are allowed to get into them. Manholes so opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident to public.

- f) The Contractor shall not employ men below the age of 18 and women on the work of painting with products containing lead in any form.
- IX. When work is done near any place where there is risk of drowning, all necessary equipment shall be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision made for prompt first aid treatment of all injuries likely to be sustained during the course of the work.
- X. Use of hoisting machines and tackle including their attachments, anchorage and Supports shall conform to the following-
- (a) i) These shall be of good mechanical construction, sound material and adequate strength and free from patent defects and shall be kept in good repair and in good working order.
 - ii) Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate strength, and free from patent defects.
 - a) Every crane driver or hoisting appliance operator shall be properly qualified and no person under the age of 21 years shall be in charge of any hoisting machine including any scaffolding any winch or gives signals to operator.
 - b) In case of every hoisting machine and of every chain ring hook, shackle swivel and pulley block used in hoisting or Lowering or as means of suspension safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with safe working load. In case of a hoisting machine having a variable safe working load, each safe working load and the conditions under which it is applicable shall be clearly indicated. No part of any machine or of any gear referred in this paragraph shall be loaded beyond safe working load except for the purpose of testing.
 - c) In case of a departmental machine, safe working load shall be notified by the Engineer-in-Charge. As regards Contractor's machines the Contractor shall notify safe working load of each machine to the Engineer-in-Charge whenever he brings it to the Site of work and get it verified by the Engineer-in-Charge.
- XI. Motors gearing, transmission, electric wiring and other dangerous parts of hoisting appliances shall be provided with efficient safeguards; hoisting appliances shall be provided with such means as will reduce to the minimum risk of any part of a suspended load becoming accidentally displaced. When workers are employed on electrical installations which are already energised, insulating mats, working apparel such as gloves, sleeves and boots, as may be necessary, shall be provided. Workers shall not wear any rings, watches and carry keys or other materials which are good conductor of electricity.
- XII. All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in a safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities shall be provided at or near places of work.

- XIII. These safety provisions shall be brought to the notice of all concerned by display on a notice board at a prominent place at the work spot. Persons responsible for ensuring compliance with the Safety Code shall be named therein by the Contractor.
- XIV. To ensure effective enforcement of the rules and regulations relating to safety precautions, arrangements made by the contractor shall be open to inspection by the Engineer-in-Charge or his representative and the Inspecting Officers as defined in the Contractor's Labour Regulations.
- XV. Notwithstanding the above conditions 1 to 14 the contractor is not exempted from the operation of any other Act or Rule in force.

Model Rules for Labour Welfare: The Contractor shall at his own expense comply with or cause to be complied with Model Rules for Labour Welfare rules framed by Government from time to time for the protection of health and for making sanitary arrangement for workers employed directly or indirectly on the works. In case the Contractor fails to make arrangements as aforesaid, the "Engineer-in-Charge shall be entitled to do so and recover the cost thereof from the Contractor.

- XVI. 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 neighboring properties with proper arrangement like zinc sheet barricading to avoid dust, noise to the occupants of the neighboring 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.
- XVII. 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.
- XVIII. 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 up-to 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.

25. BYE-LAWS

a) The contractor shall comply with all bye-laws and regulations of local and statutory authorities having jurisdiction over the works and shall be responsible for obtaining prior approval, if any, and payment of all fees and other charges, giving and receiving of all necessary notices and keeping the Engineer-in-Charge informed of the said compliance with the bye-laws, payments made, notices issued and received.

The Contractor shall indemnify ICSI against all claims in respect of royalties, patent rights, design trademarks of name or other protected rights in respect of any plant, machine, work or materials used for or in connection with the work or temporary works and from and against all claims, demands proceedings, costs, charges and expenses whatsoever

in respect of or in relation thereto. The Contractor shall defend all actions arising from such claims and shall himself pay all royalties, license fees, damages, costs and charges of all and every sort that may be legally incurred in respect thereof.

b) The work of water supply, internal sanitary installations and drainage work etc., shall be carried out as per local Municipal Corporation or such local body Bye-Laws and the Contractor shall produce necessary completion certificate from such authorities after completion of the work.

c) 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 he may be liable.

d) The Contractor shall make provision of suspenders, sleeves, structural openings and other requirements well in advance to prevent hold up in the progress of the construction schedule.

e) The contractor should liaise with local authorities to ascertain the underground cables, pipes, ducts etc., if any, in the areas of construction site and furnish to the Engineer-in-Charge the information and precautions that are being taken to avoid damages.

f) The work shall be carried out without infringing on any of the local Municipal / Corporation Bye-Laws.

26. CONSTRUCTION SITE DEMARCATION HOARDINGS

Before starting the construction activity at site, the Contractor shall erect 1.80m high (from the road level) hoarding all around the plot leaving one entrance and exit with gates. The hoarding shall be of either plywood or metal panels with proper supporting structures as approved by the Engineer. The outer face shall be neatly painted and kept letter free. Contractor shall not exhibit any advertisements on the hoardings except that of the project. The cost for the erection of hoarding and its maintenance until completion of the project shall be in scope of Bidder.

27. A. ARBITRATION

a) In case of any dispute or difference arising in relation to meaning or interpretation of the agreement, the authorised official of the Institute and the Contractor will address the disputes/differences for mutual resolution and failing which the matter shall be referred to the Sole Arbitrator appointed mutually by both the Parties. The provisions of the Arbitration and Conciliation Act, 1996 will be applicable to the arbitration proceedings. The venue of the arbitration shall be at Kochi. 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 Kochi.

28. FORCE MAJEURE:

Time shall be the essence of the contract in this regard subject however to 'Force Majeure' For purpose of this clause, 'Force Majeure' means an event beyond the control of the contractor and not involving the contractor's fault or negligence and not foreseeable. Such events may include, but are

not restricted to major changes in the present building rules, act of God, earthquakes, tempest and flood, pandemic, epidemic If a Force Majeure situation arises, the Contractor shall promptly notify the ICSI in writing of such conditions and the cause thereof. Unless otherwise directed by the ICSI in writing, the Contractor shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event

29. 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.

Pin code 686661

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

Signature of the Competent
ICSI

Signature of the Contractor with seal Authority of

SECTION- V
ARTICLE OF AGREEMENT

(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 _____, 2021.

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 unequivocally 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. SCOPE OF WORK

The scope of the Work shall be the Demolition of the existing building with (G+1) floors and terrace covered with GI sheet cover 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 as illustrated and defined in, Schedule of Rates and other Contract Documents. The Contractor shall carry out and complete the Work under the Contract in every respect, and his work shall include the supply of all labour, equipment, machinery, tools, transportation, scaffolding and everything else necessary for the proper execution and successful completion of the Work in accordance with the Contract Documents and to the directions and satisfaction of the Architect and Client. The Contractor shall be fully responsible and liable for everything and all matters in connection with or arising out of or being a result consequence of his carrying out or omitting to carry out any part the Work. Where any parts of the Work may be executed by Sub Contractors, the responsibility and liability of the Contractor shall cover and extend to the work of all such Sub Contractors.

1. 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
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 of aforesaid work in accordance with good Engineering practice and recognized principles

3. 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

4. CONTRACT CREDIT PRICE:

The Contract Credit Price for the complete above mentioned Scope of Work is Rs. -----/- (Rupees only) for the serviceable materials after disposal of unserviceable materials.

5. 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.

6. COMPLETION OF WORK/ TIME LINE

The time allowed for completing the work under this Contract shall be the essence of the Contract and shall to be strictly observed by the Contractor. ICSI would extend all required support and inputs to help the Contractor to meet the project timelines. For delays which are directly attributable to the sole actions and / or scope of work of the Contractor, the Contractor shall be liable to pay penalty and/or liquidated damages as per the provisions of this Contract. The time schedule shall be prepared on mutually agreed terms.

The contract work/ Project shall be completed within **45 days** days from the date of handing over the site to the Contractor or from the 7th day of the receipt by the Contractor, the work order issued, whichever is earlier, according to the rate of progress indicated in the program chart enclosed to the work order, or within such period specifically agreed to by the ICSI's Architect M/s in writing towards extension of time in consultation with the ICSI.

7. SECURITY DEPOSIT

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 of any scheduled bank for the due fulfillment of his contract and signing 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.

Forfeiture of Security Deposit and Invoking of Bank Guarantee:

4.1 Institute shall have the right to invoke the Bank Guarantee and to forfeit the security deposit if Contractor contravene or breach any of the terms and conditions of this Contract or if the Contractor withdraws or amends, impairs or derogates from Tender terms/ Contract or fails to deliver the satisfactory performance during the Term of the Contract.

4.2 Institute shall also have the right to invoke the Bank Guarantee and to forfeit the security deposit and to adjust the damage or loss caused / suffered by the Institute due to the negligence, carelessness, inefficiency, fraud, mischief and misappropriation or any other type of misconduct of the Service Provider or its employees, agents, representatives. And fails to make good the loss actually incurred by the Institute.

4.3 Whenever under Contract any sum of money is recoverable from and payable by the Contractor, the Institute shall have right to recover such sum by appropriating in part or in whole from the security deposit / bank guarantee of the Service Provider. In the event of the security deposit / bank guarantee being insufficient, the balance or the total sum recoverable, as may be, shall be deducted from any sum due to the Contractor or which at any time thereafter may become due to the Contract under this Contract with the Institute. If this sum is not sufficient to cover the full amount recoverable, the Contractor shall pay the Institute on demand the remaining amount, failing which the Institute reserves it's right to proceed under law for recover of the remaining amount.

4.4 That it is specifically and distinctly understood and agreed between the ICSI and the Contractor that the Contractor shall have no right, title or interest in the site made available by the ICSI for execution of the works or in the building, structures or works executed on the said site by the contractor or in the goods, articles, materials, etc. brought on the said site (unless the same specifically belongs to the Contractor) and the Contractor shall not have or deemed to have any lien whatsoever or charge for unpaid bills and shall not be titled to assume or retain possession or control of the site or structures and the ICSI shall have an absolute and unfettered right to take full possession of site and to remove the Contractor, their servants, agents and materials belonging to the Contractor and lying on the site.

4.5 That it is further specifically and distinctly understood and agreed between the ICSI and the Contractor that in any event, the ICSI shall owe no responsibility or liability of any kind towards any person or persons engaged by the Contractor for carrying the contract work(s) and the Contractor alone shall be responsible and liable to any such person or persons so engaged.

8. LABOUR AND EMPLOYMENT LAWS

1. No labour below the age of eighteen (18) years shall be employed on the Project.

2. 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 the same.

3. 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 recovered from Contractor's bill.

4. The Contractor shall submit in the last working day of each month to the Owner 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 and compensation extended by them.
5. Contractor shall have to arrange insurance cover for the workers/personnel engaged for the job.
6. Contractor shall be responsible for all the dues of the workers/personnel engaged including the liabilities, if any, under applicable laws.
7. The Contractor shall also comply with all the provisions of the following statutory Acts/Laws or any modifications thereto and the rules made 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”).
8. Further, 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(s) by the reason of non-fulfilment of the Conditions of the Contract or laws 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/ law.

9. LIQUIDATED DAMAGES:

If the Contractor fails to complete the work within the completion period as stipulated in the bid documents, the penalty @ of Rs. 2000/- per day shall be paid by the Contractor upto the maximum limit of 25% of the Contract Credit Price, as a Liquidated damages without prejudice to any other rights of the Institute.

10. 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, its staff or agents which may arise either out of negligence, fraud, misrepresentation, misconduct or material breach of this contract/ tender.

11. 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 Owner 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.

12. BLACKLISTING

The ICSI without prejudice to any other remedy and rights, reserves the right to blacklist the Contractor for a the period, whatever it deems appropriate in case the Contractor fails to honor its bid / Contract or found guilty for breach / violation / contravention of terms(s) and condition(s) of the Tender or negligence, carelessness, inefficiency, fraud, mischief, misappropriation or any other type of misconduct by the Contractor or by its staff, agent, employee or officer etc. or by any other person directly or indirectly employed by it.

13. TERMINATION

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 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.

14. FORCE MAJEURE

Time shall be the essence of the contract in this regard subject however to 'Force Majeure' For purpose of this clause, 'Force Majeure' means an event beyond the control of the contractor and not involving the contractor's fault or negligence and not foreseeable. Such events may include, but are not restricted to major changes in the present building rules, act of God, earthquakes, tempest and flood, pandemic, epidemic If a Force Majeure situation arises, the Contractor shall promptly notify the ICSI in writing of such conditions and the cause thereof. Unless otherwise directed by the ICSI in writing, the Contractor shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

15. ARBITRATION:

a) In case of any dispute or difference arising in relation to meaning or interpretation of the agreement, the authorised official of the Institute and the Contractor will address the disputes/ differences for mutual resolution and failing which the matter shall be referred to the Sole Arbitrator appointed mutually by both the Parties. The provisions of the Arbitration and Conciliation Act, 1996 will be applicable to the arbitration proceedings. The venue of the arbitration shall be at Kochi. 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 Kochi.

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

List of Serviceable Materials Expected to be obtained on Demolition

(Attached as Annexure-A)