

TENDER DOCUMENT

VOL I

(TECHNICAL BID)

**FOR DESIGN, ENGINEERING, CIVIL
WORK, SUPPLY ERECTION, TESTING
& COMMISSIONING**

OF

RAIN WATER HARVESTING SYSTEM

AT

ICSI HOUSE. PLOT NO-4, INSTITUTIONAL AREA,

PRASAD NAGAR

NEW DELHI -110005

Pages – (1- 29)



**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)

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NOTICE INVITING TENDER

**The Institute of Company Secretaries of India
22 Institutional Area, Lodhi Road, NewDelhi-110003**

Ref.: ICSI/Tender/NIRO/RWH/2021 Dated: 15th Febuarury, 2021

The Institute of Company Secretaries of India (ICSI) is the only recognized professional body in India to develop and regulate the profession of Company Secretaries in India. It is a premier national professional body set up under an act of Parliament, the Company Secretaries Act, 1980. ICSI functions under the jurisdiction of the Ministry of Corporate Affairs, Government of India and has its headquarters at New Delhi, four Regional Offices at New Delhi (PrasadNagar), Chennai, Kolkata, Mumbai and 72 Chapters across India.

The ICSI invites Sealed offers from the reputed contractros with relevant experience for Design, Engineering, Civil work, Supply, Erection, Testing & Commissioning, & Implementation of Rain Water Harvesting System (RWHS) at Institute's Building, at Plot No.04, Institutional Area, Prasad Nagar, New Delhi-110005. The building is consists of basement, Ground and 1st to 3rd floor with total construction area of 15285 sqft constructed over a plot of area 12374 sqft. The last date of receipt of the offer along with prescribed EMD and cost of tender in a sealed envelope super scribing “ **Tender for Rain Water Harvesting System**” addressed to The Secretary, The ICSI is on or before **3rd March, 2021, 3:00 PM** in a sealed tender box kept in the reception/ ground floor of its aforesaid building .The rate should be most competitive. ICSI shall not be liable for any postal delays what so ever in receipt of EOI documents and EOI received after the stipulated date and time shall not be entertained. EOIs submitted without EMD and Cost of tender document will be summarily rejected.

Eligibility criteria :

1. The bidder must have GST registration certificate .
2. Empanelment with Delhi Jal Board is mandotory.

Bidder may inspect the site on any working day during working hours for collecting any information required.

The Institute reserves right to reject any or all applications without assigning any reason whatsoever. Also, ICSI does not bind itself to award the Contract to Lowest Bidder.

Canvassing in connection with tender is strictly prohibited and the tender submitted by a contractor who resorts to canvassing is liable to be rejected.

The Institute of Company Secretaries of India or its representative shall not entertain any bidder/ bidder during the period of selection of Contractor is in process.

The Institute of Company Secretaries of India reserves the right to verify the particulars furnished by the applicant independently.

ICSI will reject a bid for award of contract if it is found that the bidder recommended for award of contract has engaged in corrupt or fraudulent practices in competing for, or in executing, the project. Whereas “Fraudulent Practice” means a misrepresentation of facts in order to influence a procurement

process or the execution of the project and includes collusive practice among bidders (prior to or after submission) designed to establish Bid prices at artificial non-competitive levels and to deprive the ICSI of the benefits of free and open competition. Whereas “Corrupt Practice” means the offering, giving, receiving or soliciting of anything of value, pressurizing to influence the action of the Official of the ICSI in the process of project execution.

Director (Infrastrucutre & Admin)

SALIENT FEATURES OF TENDER

1	Scope of work	Item rate basis for Design, Engineering, Civil work, Supply, Erection, Testing & Commissioning, & Implementation of Rain Water Harvesting System (RWHS).Obtaining approval /sanction and completion of RWHS from local authority
2	Cost of tender(Non Refundable)	Rs.500/-+ GST (total Rs.590/-) in the form of Demand Draft/ Pay Order drawn in favour of “ The Institute of Company Secretaries of India , “ payable at Delhi.
3	Earnest Money Deposit (EMD) (interest free and refundable)	Earnest Money Deposit of Rs.10,000/- (Rs. Ten thousand only) by way of a demand draft/ payorder drawn in favour of the “ The Institute of Company Secretaries of India ”, payable at Delhi.
4	Submission of Tender	Technical and Financial bids should be kept in separate sealed envelopes super scribing ‘Technical bid’, ‘Financial Bid’ and the two bids be placed again in a single envelope super scribing “ Tender for Rain Water Harvesting System ” The Tender Fee and EMD to be placed separately in main envelope. Note: Tender fee and EMD must NOT be placed in Financial bid envelope.
5	Last date, time and address for submissionof tenders	3rd March, 2021 up to 3:00 P.M. Addressed to: The Secretary , The Institute of Company Secretaries of India,ICSI HOUSE, Institutional Area , Plot N0- 4, Prasad Nagar, New Delhi – 110005.
6	Pre- bid meeting	On 24th February, 2021 3:00 PM at Institute’s building at Plot N0- 4, Prasad Nagar, New Delhi – 11000 5
7	Date of opening of Technical bid only.	3rd March, 2021 up to 4:00 P.M. at, ICSI HOUSE, Institutional Area , Plot N0- 4, Prasad Nagar, New Delhi – 11000 5and the bids would be opened even if bidders are not present.
8	Date of opening of Financial bid.	After evaluating the technical bids on ICSI’s Parameters, the Financial bids of successful bidders shall be opened with prior intimation.
9	Validity	Bid shall be valid for 90 Days for acceptance from the last date of submission of the Bid.
10	TDS (Income Tax)	As Applicable
11	GST	To be included in the rates.

12	Mobilization Period	10 Days
13	Mobilization Advance	No Mobilization advance
14	Rate to be quoted	Rate to be quoted inclusive of all taxes like GST, cess etc.
15	Escalation	No escalation in rate during Contract period or extended contract period.
16	Retention Money	Retention Money to be retained @ 10% from each Running Bill.
17	Period for completion of the work	TWO months, this period shall be inclusive of Monsoon, holiday etc.
18	Payment terms	Payment will be released in Running Account bill wise. a) 90% of Running bill based on joint measurement and approved rates. b) Balance 10% to be retained till expiry of defect liability period.
19	Security Deposit	EMD and Retention Money retained from Each running bill will be treated as Security Deposit and to be retained till expiry of the defect liability period.
20	Refund of Security Deposit	a) 50% of total security deposit to be released after expiry of 6 months of Defect Liability period. b) Balance 50% of Security deposit to be released after expiry of total Defect Liability period. Total Security Deposit to be refunded against equivalent amount of Bank Gurantee valid upto 60 days beyond the expiry of defect liability period.
21	Defect Liability / warranty Period	Defect Liability/ warranty Period shall be One Year from the date of completion and handing over of work complete in all respect.
22	Site Facilities	Water – To be provided at single point free of cost. Electricity- To be provided at single point. Details provided at relevant clause.
23	Overwriting	Over writing should be avoided & in case of overwriting the same should be signed by the Contractor at each place
24	Execution of Agreement/Issue of work order	Within 10 days of receipt of Letter of Intent (LOI)

LETTER OF SUBMISSION FROM CONTRACTOR

To,

The Secretary
The Institute of Company Secretaries of India, New Delhi.

Name of Work: Design, Engineering, Civil work, Supply, Erection, Testing & Commissioning, & Implementation of Rain Water Harvesting System (RWHS) at Institute's Building, at Plot No.04, Institutional Area, Prasad Nagar, New Delhi-110005

Dear Sir,

We refer to the Item rate tender invited by you for the“ **Design, Engineering, Civil work, Supply, Erection, Testing & Commissioning, & Implementation of Rain Water Harvesting System (RWHS)at Institute's Building, at Plot No.04, Institutional Area, Prasad Nagar, New Delhi-110005**” Having visited the site and examined the Conditions of Contract, Special Conditions ,Technical Specifications and Job Schedule, we offer to carry out and complete the whole of the work in conformity with Specification and Job Schedule ,for the Item rate stated in the Price Bid included in this Tender Documents.

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

We agree to keep the offer open for a period of 90 days from the date fixed for receiving the same.
We understand that you are not bound to accept the lowest or any tender you may receive.

A sum of Rs -----/- is hereby forwarded as Earnest Money Deposit in the form of Demand Draft in favour of of “The institute of Company secretaries of India, ”, payable at New Delhi.

If I/We fail to keep the tender open as aforesaid or make any modifications in the terms and conditions of the tender which are not acceptable to the ICSI, I/We agree that the ICSI shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. Should this tender be accepted, I /We agree to abide by & fulfill all the terms conditions of aforesaid document.

If after the tender is accepted, I/we fail to commence the execution of the work as provided in the conditions. I/We agree that ICSI shall without prejudice to any other right or remedy is at liberty to forfeit the said earnest money absolutely.

All other terms and conditions as per the Notice Inviting Tender(NIT) along with the document and correspondence between us on the subject are accepted by us.

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

Dated ----- 2021.

Signature

Authorized Signatory of Bidder

INSTRUCTIONS TO BIDDERS

1. GENERAL

Bidders are advised to acquaint themselves fully with the description of work, scope of services, time schedule and terms and conditions including all the provisions of the tender document before framing up their tender.

2. SITE PARTICULARS

Bidders are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to nature of work, site conditions, means of access to the site etc. Non-familiarity with the site conditions will not be considered a reason either for extra claims or for not carrying out the work in strict conformity with the specifications. For site visit, the intending bidders may contact **Mr. Joginder (9990127427)** and site visit may be done on working hours. For any other technical clarification / information/Assistance, **Mr. Abhishek Raj, Asst .Engineer (8130448927)** may be contacted.

3. QUALIFYING CRITERIA

Bidders having following valid documents will be technically qualified and considered for opening of their price bid. Technically qualified parties have no right to claim for award of the work. ICSI reserves the right to cancel or award the work to any party/bidders.

- a. The bidder must have GST registration certificate.
- b. Empanelment with Delhi Jal Board is manatory.

4. SUBMISSION OF TENDER

The bidder shall submit Technical Bid and Financial Bid in two separate sealed envelopes and then put both the envelopes in a separate big sealed envelope super scribing “**Tender for Design, Engineering, Civil work, Supply, Erection, Testing & Commissioning, & Implementation of RWH System**”. The Sealed envelope addressed to The Secretary, The ICSI shall contain following documents:

Envelope 1 –

- Technical Bid (duly filled up, signed and stamped on each page).
- Prescribed EMD and Cost of Tender
- Copies of work orders and completion certificates work similar work executed.
- Authorization Letter of Signatory, if required.
- Self-attested copy of GST No. and PAN No.
- Proof of Valid Empanelment with Delhi Jal Board .
- Self-Declaration letter of undertaking on letter head stating that bidder had not been blacklisted in last 5 years by Govt./ BFSI/ PSU Govt. Dept. / Regulator/ Statutory Body.
- Partnership Deed in case of partnership firm and Articles of Association incase of any Company.

- Power of Attorney in favour of person who has signed the tender documents. In case of company, the authority to sign the tender is to be given under Board resolution.

Envelope 2 –

- Financial Bid – Duly filled up BOQ with sign and stamped on each page
- The Bidder shall sign and stamp each and every page of technical bid and financial bid.

The Bids complete in all respects as specified in this TENDER shall be sent/ submitted by Hand/ Post/ Courier to:

**THE SECRETARY,
THE INSTITUTE OF COMPANY SECRETARIES OF INDIA
ICSI HOUSE, PLOT NO-4, PRASAD NAGAR,
INSTITUTIONAL AREA, NEW DELHI - 110005.**

5. COST OF TENDER DOCUMENTS:

Rs.500/++ GST (total Rs.590/-) in the form of Demand Draft/ Pay Order drawn in favour of “The Institute of Company Secretaries of India”, payable at Delhi to be submitted along with tender documents. It is non refundable.

6. EARNEST MONEY DEPOSIT

- a. Earnest money of Rs.10,000/- shall be given along with the tender in the form of DD/ Pay Order drawn in favour of “The Institute of Company Secretaries of India”, payable at Delhi, to be included in Envelope No. 1 (Technical Bid) only.
- b. Any bid not accompanied by an Earnest Money (Bid Security) shall be rejected by ICSI as non – responsive.
- c. The amount of earnest money will be refunded to the unsuccessful bidders. In case of the successful Bidder, it will be treated as part of Security Deposit. If successful Bidder does not execute the Agreement, his earnest money deposit will be forfeited by ICSI.
- d. No interest would be paid by ICSI on Earnest Money Deposit.

7. Forfeiture of EMD/ Security Deposit/ Performance Security:

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

- a. The bidder withdraws its bid during the period of tender validity.
- b. The selected bidder does not accept the LoI / Work Order;

- c. The selected bidder fails to supply goods / services/ failed in performing the work as per the terms of the Tender and Work Order.
- d. 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.

8. PRE –BID MEETING :

Bidders or their representatives are advised to attend pre bid meeting on **24th February, 2021 at 3:00 pm** at Institute’s office at ,ICSI House, Plot No 4, Institutional area, Prasad Nagar, New Delhi-110005. The purpose of the meeting is to clarify any issues and to answer questions on any matter that may be raised at this stage. The Bidders are requested to submit questions/queries in writing or through email in to reach ICSI not later than 23rd February, 2021. Email Id for this communication is (abhishek.raj@icsi.edu).

9. LAST DATE AND TIME OF SUBMISSIONL:

The last date of receipt of the offer in a sealed envelope super scribing “**Tender for Rain Water Harvesting System**” addressed to The Secretary, The ICSI is on or before **3rd March, 2021 at 3:00 pm**. The sealed tender documents can be submitted through speed post / Registered post / Courier or the same may be dropped in the sealed tender box kept in the reception of the above mentioned office of the ICSI. ICSI shall not be liable for any postal delay whatsoever in receipt of tender documents and tender documents received after stipulated date and time shall not be entertained.

10. DEVIATIONS TO TENDER CLAUSES:

Bidders are advised to submit the tender strictly based on the terms and conditions and specification contained in the Tender Documents and not to stipulate any deviations.No deviation from tender terms and conditions will be accepted. Any violation thereof will lead to the rejection of the bid. Conditional tenders are liable to be rejected.

11. ABNORMAL RATES

The bidder is expected to quote rate for each item after careful analysis of costs involved for the performance of the complete item considering technical specifications and conditions of contract. This will avoid a loss of profit or gain in case of curtailment or change of specifications for any item. If it is noticed that the unit rates quoted by the Bidder for any items are usually high or unusually low, it will be sufficient cause for rejection of the tender unless the ICSI is convinced about the reasonableness of the unit rates on scrutiny of the analysis for such unit rate to be furnished by the bidder on demand. Notwithstanding anything there in stated, the rates once accepted by the ICSI shall be final and shall not be subject to any change either on account of un- workability of unit rates or on any other ground whatsoever.

12. VALIDITY OF OFFER

Tender submitted by bidders shall remain valid for acceptance for a minimum period of 90 days from the date of opening of the tenders. The bidders shall not be entitled during the said period of 90 days, to

revoke or cancel their Tender or to vary the Tender given or any term thereof, without the consent in writing of the Owner. In case of bidders revoking or canceling their tenders or varying any terms in regard thereof without the consent of owner in writing, ICSI shall forfeit Earnest money paid by them along with their tender without giving any notice.

13. AWARD OF WORK

ICSI reserves the right to split the job into two or more parts and to award the work to separate bidders/Party(ies) / agencies/contractors. Work in general may be awarded to the lowest bidder, subject to the work experience and fulfillment of other terms & conditions and specifications.

14. ACCEPTANCE / REJECTION OF TENDER

- a. ICSI does not bind itself to accept the lowest tender.
- b. ICSI also reserves the right to accept or reject any tender in part or full without assigning any reason whatsoever.
- c. ICSI also reserves the absolute right to reject any or all the tenders at any time solely based on the past unsatisfactory performance by the bidder(s) the opinion/decision of ICSI regarding the same shall be final and conclusive.

15. CORRECTIONS

No corrections or overwriting will be entertained in schedule of rates by using correcting fluid. All correction in the schedule of rate should be initialed.

16. ESCALATION

The quantity of different items may vary during execution .The rates quoted by bidder shall remain firm till completion of all works even during the extended period, if any, on any account what so ever. It may be noted that no deviation on this account will be acceptable and offer not containing firm price shall not be considered.

17. Upon verification, evaluation/ assessment, in case, any information furnished by the bidder is found to be false/ incorrect, their bid shall summarily be rejected and no correspondence on the same shall be entertained.
18. Bidder shall submit letter of authorization, authorizing the person signing the TENDER document on behalf of the bidder and the written power of attorney in the name of person who is empowered for making such authorizations.
19. Every page of the tender shall be signed on the bottom of right hand side and any tender not so completed is liable to be treated as defective and liable to be rejected.
20. ICSI will not be responsible for any misinterpretation or wrong assumption by the bidder, while responding to the tender.
21. Bidder should consider any corrigendum published on the tender document before submitting the bid.

- 22.** The bidder should go through the tender document carefully to understand the documents required to be submitted as part of the bid.
- 23.** The successful Bidder shall be required to enter into an agreement with the ICSI, within ten (10) days of the award of the work or within such extended period, as may be specified by the ICSI in this regard. That it is expressly understood & agreed between the parties to this Agreement that the personnel(s) employed / hired / engaged (permanent / regular / casual / contractual / temporarily / daily wager or whatever be the status / name) by the bidder directly or indirectly for the execution of work as provided under this Agreement, shall not be employee / officer of the ICSI for any purpose. None of such person of the bidder shall have any right to claim anything against the ICSI.
- 24.** Submission of illegible documents shall lead to disqualification of the bidder.
- 25.** The contract will be governed by the Indian Contract Act, Indian Sale of goods Act and all other relevant laws. All payments due to the contractor under the contract will be made in Indian Rupees Currency.
- 26.** 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, cess, Sales Tax if applicable at Delhi 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.
- 27.** Tax deductions will be made as per the prevailing rates from the contractors on account bills as notified by the various govt. authorities.
- 28.** Rates to be quoted strictly as per the terms and conditions, specifications, Standards given in the tender document and not to stipulate any deviations.
- 29.** Prices shall be written in both words and figures. In the event of difference, the price in the words shall be valid and binding.
- 30.** A transfer of Tender Document is not permitted.

GENERAL CONDITIONS OF CONTRACT

1. DEFINITION:

- a) Owner Shall mean "The Institute of Company Secretaries of India, New Delhi" and shall include their representative/s assignees or successor/s.
- b) The "Contract" means and includes the documents forming the tender and acceptance thereof together with the documents referred to therein including the conditions, the specifications, designs, drawing and instructions issued from time to time by the "Engineer -in-charge" the formal agreement executed between the ICSI and the Contractor, and all these documents taken together shall be complementary to one another.
- c) The "Site" shall mean the land and / or premises or other places on, into or through which work is to be executed under the contract or any adjacent land, path or street which may be allotted or used for the purpose of carrying out the contract.
- d) The "Contractor" shall mean the individual or firm or company, whether corporate or not, awarded the works, and shall include the legal personal representative or such individual or the persons composing such firm or company and the permitted assignee of such individual or firm or company.
- e) The Engineer-in-charge means the Authorised Engineer of the ICSI, as the case may be who shall supervise and be the In-charge of the works.
- f) "IS Specification" means the Specification of latest edition with amendments, if any, up to time of receipt of tender by ICSI issued by the Bureau of Indian Standards as referred to in the specifications and / or work orders.
- g) The "Final Sum" means the amount payable under the Contract by the ICSI to the Contractor for the full and entire execution and completion of works, in time.
- j) "Urgent works" shall mean any urgent measures which in the opinion of the Engineer - in-charge, become necessary during the progress of the work to obviate any risk or accident or failure or which become necessary for security.
- k) The "Works" shall mean the works to be executed in accordance with the contract or part(s) thereof as the case may be and shall include all extra or additional, altered or instituted works or temporary and urgent works as required for performance of the contract/ work order.

2. SCOPE OF WORK:

The work to be carried out under the Contract shall, except as otherwise provided in these conditions, include all labour, materials, tools, plant, 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 Quantities shall, unless otherwise stated, be held, to include wastage on materials, carriage and cartage, carrying in return of empties hoisting, setting, fitting and fixing in position and all other labour necessary in and for the full and entire execution and completion as aforesaid in accordance with good practice and recognized principles. After receipt of Letter of Intent, the Contractor shall prepare and

submit the Design of the complete RWH system and relevant shop drawings based on the feasibility and applicable design criteria of local authority within seven days for approval of ICSI and onward submission to local authority for approval. After obtaining approval from local authority, the work is to be executed.

Considering present COVID19 Pandemic, the work shall be executed by maintaining social distancing, proper health and sanitization, following SOP/guideline issued by MOHFW by the Govt. from time to time.

After completion and handing over the work, the debris/ malwa including surplus earth are to be removed by the contractor with his own arrangement and cost from the site and to be dumped in a dump yard duly approved by local authorities. No extra payment will be made in this regard. The site is to be handed over in a clean manner.

3. OBTAINING APPROVAL AND NOC :

The Contractor shall obtain the approval of drawings from local authorities for commencement of work and also completion certificate in this regard on behalf of the institute with his own arrangement and cost. The statutory fees paid in this regard will be reimbursed from the Institute on submission of original receipt of payment made. No extra payment will be made in this regard.

After completion of the work, the contractor shall assist ICSI for submission of proposal to Delhi Jal Board for obtaining any rebate / financial assistance as per Govt's scheme.

4. INSPECTION OF SITE:

The Contractor shall inspect and examine the Site and its surrounding and shall satisfy himself before submitting his tender as to the nature of the ground and subsoil (so far as is practicable), the form and nature of the Site, the quantities and nature of works and material necessary for the completion of the Works and the means of access to the Site, the accommodation he may require and in general shall himself obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect this tender. No extra charges consequent on any misunderstanding or otherwise shall be allowed.

5. SUFFICIENCY OF TENDER:

The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices quoted in the Schedule of Quantities, which rates and prices shall except as otherwise provided, cover all his obligations under the contract and all matters and things necessary for the proper completion and maintenance of the Works.

6. DISCREPANCIES AND ADJUSTMENT OF ERRORS:

The several documents forming the contract are to be taken as mutually explanatory of one another:

- 6.1 A. In the case of discrepancy between Schedules of quantities the Specifications and / or the Drawings, the following order of preference shall be observed.
- B. Description in Schedule of Quantities.
- C. Particular Specification and Special Conditions, if any. General Specifications.

- 6.2 If there are varying or conflicting provisions made in any one documents forming part of the Contract, the Accepting Authority shall be the deciding authority with regard to the intention of the document.
- 6.3 Any error in description, quantity or rate in Schedule of Quantities or any omission there from shall not vitiate the Contract or release the Contractor from the execution of the whole or any part of the Works comprised therein according to drawings and specifications or from any of his obligations under the Contract.
- 6.4 Inconsistencies/ Ambiguities in the price bid (schedule of quantities) shall be dealt with in accordance with the following rules: -
- a) Since this is an Item Rate Tender, only rates quoted shall be considered.
 - b) Rates quoted by the bidder in figures and words shall be accurately filled in so that there is no discrepancy in the rates written in figures and words. However, if a discrepancy is found, the rates which correspond with the amount worked out by the bidder shall be taken as correct.
 - c) Where rate(s) of item(s) has been quoted in figures leaving the words blank or vice versa, but the amount is not worked out as per the rate(s) quoted, the rates quoted by the bidder (either in figures or words) shall be taken as correct and not the amount.
 - d) In the event no rate has been quoted for any item(s), leaving space both in figure(s), word(s) , and amount blank, it will be presumed that the contractor has included the cost of this/ these item(s) in other items and rate for such item(s) shall be considered as zero and work will be required to be executed accordingly.

7. TAXES:

The quoted rate shall be inclusive of all taxes including GST. TDS and GST will be deducted from the Running Account bills as per the prevailing rate. Institute being a statutory body does not have CST or LST number and further, no Way Bill Form (FORM NO-32) will be provided for delivery of any material or equipment.

8. PAYMENT TERMS:

- A.** Payment shall be released as per the quantum of work executed in accordance to the instruction and drawings issued to the contractor. Any work executed by the contractor in violation to the tender specifications, drawings and direction of Engineer in charge shall constitute breach of agreement and shall not qualify for the measurement. The measurement shall be jointly recorded by the contractor and representative of ICSI. If Contractor intends to submit interim R.A Bills these should not be less than Rs 1.50 Lakh of the work executed. All other statutory deductions and Security Deposit as applicable shall be effected from each running bills.
- B.** No escalation will be paid even in extended period, if any.
- C.** All statutory deductions as applicable like TDS, GST, labour cess etc. shall be made from the due payment of the contractor.

D. Payment of R/A bill will be made as under:

- (i) 90% of total value of each Running Bill will be released after verification and joint measurements.
- (ii) Balance 10% of total bill value will be retained as Security Deposit.

The Final bill of the contractor may be verified / certified through an Architect by the Owner , if required/ felt.

9. SECURITY DEPOSIT :

The Earnest Money Deposited and retention money to be deducted from each running bill shall be treated as Security Deposit.

10. REFUND OF SECURITY DEPOSIT:

Out of the total Security deposit, 50% is to be released after six months of the completion and handing over the work and balance 50% will be retained till the expiry of the defects liability period of one year. Total Security Deposit may be refunded against equivalent amount of Bank Gurantee valid upto 60 days beyond the expiry of defect liability period.

No interest shall be payable to the contractor against the Security Deposit furnished / recovered from the contractor, by the ICSI.

11. MOBILISATION ADVANCE:

No mobilization advance whatsoever shall be paid for carrying out this work.

12. DEVIATIONS /VARIATIONS EXTENT & PRICING :

The Engineer-in-Charge shall have power (i) to make alteration in, omissions; from additions to, or substitutions for the original specification, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work, and (ii) to omit a part of the works in case of non-availability of portion of the Site or for any other reasons, and the Contractor shall be bound to carry out the Works in accordance a with any instructions given to him in writing signed by The Engineer-in-Charge and such alterations, omissions, additions or substitutions shall form part of the Contract as if originally provided therein and any altered, additional or substituted work which the contractor may be carried out on the same conditions in all respects including price on which he agreed to do the main work. Any alterations, omissions additions or substitutions ordered by the Engineer-In-Charge which in the opinion of the contractor changes the original nature of the Contract, he shall carry it out and the rates for such additional, altered or substituted work shall be determined by the Engineer-in-Charge as per relevant clause of the tender document.

13. RATES FOR EXTRA/ ADDITIONAL ITEMS:

- a) If the rate for additional, altered or substituted item of work is specified in the Schedule of Quantities the Contractor shall carry out the additional, altered or substituted item at the same rate.
- b) If the rate for any altered, additional or substituted item of work is not specified in the schedule of Quantities the rate for that item shall be derived from the rate for the nearest similar item specified therein.
- c) If the rate for any altered, additional or substituted item of work cannot be determined in the manner specified in sub-paras (a) and (b) above, the contractor shall within 7 days of the receipt of the order to carry out the said work, inform the Engineer-in-Charge under advice to the Accepting Authority of the rate which he proposes to claim for such item of work, supported by analysis of the rate claimed, and the Engineer-in-Charge shall, within One month thereafter, after give due consideration to the rate claimed by the Contractor determine the rate on the basis of market rate(s). In the event of the contractor failing to inform the Engineer-in-Charge within the stipulated period of time, the rate which he proposes to claim, the rate for such item shall be determined by the Engineer-in Charge on the basis of market rate(s) and shall be final.

14. SUSPENSION OF WORKS:

- a) The contractor shall, on receipt the order in writing of the Engineer-in-Charge, suspend the progress of the works or any part thereof for such time and in such manner as the Engineer-in-Charge may consider necessary for any of the following reasons:
 - i) On account of any default on part of the Contractor; or
 - ii) For proper execution of the Works or part thereof for reasons other than the default of the Contractor; or
 - iii) For safety of the works or part thereof. The contractor shall, during such suspension, properly protect and secure the works to the extent necessary and carry out the instructions given in that behalf by the Engineer-in-Charge.
- b) If the suspension is ordered for reasons (ii) and (iii) in sub-para (a) above. The Contractor shall be entitled to an extension of the time.

15. TIME AND EXTENTION FOR DELAY:

Time is the essence of the Contract. The overall period of completion of the works in all respect is TWO months from the date of issue of Work-Order/ Letter of Intent (LOI).

The Contractor shall furnish to the Owner a detailed schedule of construction showing the stages of construction immediately after the signing these presents. No extension of time will be allowed. The execution of the works shall commence from the 10 day after the date on which the ICSI issues written orders to commence the work or from the date of handing over of the site, which ever is earlier. If the Contractor commits default in commencing the execution of the work as aforesaid, ICSI shall without prejudice to any other right or remedy be at liberty to forfeit the earnest money absolutely.

The Contractor shall carry out and complete the work for the Owner on the terms and conditions contained herein and according to the general and special conditions of the tender and to the entire satisfaction of Owner.

The Contractor shall arrange, at his own expense, all tools, plant and equipment hereafter referred to as (T & P) labour, P.O.L. & electricity required for execution of the work.

16. FORCE MAJEURE

The Parties shall not be liable for any failure to perform, any of its obligations under the Contract if the performance is prevented, hindered or delayed by a Force Majeure event (defined below) and in such case its obligations shall be suspended for so long as the Force Majeure Event continues.

"Force Majeure Event" means any event due to any cause beyond the reasonable control of the Party, including, sabotage, fire, flood, explosion, acts of God, civil commotion, strikes or industrial action of any kind, riots, insurrection, war, pandemic, epidemic or acts of government.

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.

17. MATERIALS

1. All materials to be provided by the Contractor shall be in conformity with the specifications laid down in the contract and the Contractor shall, if requested by the Engineer-in-Charge, furnish proof to the satisfaction of Engineer-in-Charge in this regard.
2. The contractor shall indemnify the ICSI, its representatives or employees against any action, claim or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay any royalties or other charges which may be payable in respect of any article or material or part thereof included in the Contract. In the event of any claim being made or action being brought against the ICSI or any agent, servant or employee of the ICSI in respect of any such matters as aforesaid, the Contractor shall immediately be notified thereof.
3. All charges on account of octroi, terminal or sales tax and other duties on material obtained for the Works from any source shall be borne by the Contractor.
4. The Engineer-in-Charge shall be entitled to have tests carried out as specified as per relevant standard code of practice for any materials supplied by the Contractor even for those for which, as stated above, satisfactory proof has already been furnished, at the cost of the Contractor and the Contractor shall provide at his expense all facilities which the Engineer-in-Charge may require for the purpose. The cost of materials consumed in tests shall be borne by the Contractor.
5. Stores and Materials required for the works, brought by the Contractor, shall be stored by the Contractor only at places approved by the Engineer-in-Charge. Storage and safe custody of material shall be the responsibility of the contractor.
6. All materials brought to the Site shall become and remain the property of the ICSI and shall not be

removed off the Site without the prior written approval of Engineer-in- Charge of the ICSI. But whenever the works are finally completed the Contractor shall, at his own expense forthwith, but with the prior approval form the ICSI, remove from the Site all surplus materials originally supplied by him and upon such removal the same shall revert in and become the property of the contractor. However before given any approval as aforesaid the ICSI shall be entitled to recover or adjust any amount given as advance to the Contractor.

7. The Contractor shall arrange, at his own expense, all tools, plant and equipment hereafter referred to as (T & P) labour, fuel etc.

18. SITE FACILITIES

a. Water Supply: Water Supply will be provided at single point by Owner, contractor shall at his own expense make all necessary arrangements for distribution of water for construction purpose.

b. Electricity Power required for the construction and lighting of construction area will be provided at single point by Owner free of cost. The Contractor shall make his own arrangements for internal distribution of power meeting the safety regulation for electrical works as per statutory requirement. After the completion of project, contractor shall remove all the temporary cables and panels used for construction and make good of the site. No power back up will be provided in case of power failure. Contractor shall arrange his own DG set for back up at his own cost.

19. LABOUR LAWS AND PAYMANT OF WAGES TO BE COMPLIED:

The contractor shall comply the labour laws in force. No labour below the age of eighteen years shall be employed on the works. The bidder should make their own arrangement for the assign of all labour trained in the particular field of work preferably local.

The contractor shall obtain a valid license under the Contract Labour (R&A) Act,1970 and the Contract Labour (R&A) Central Rules, 1971, before the commencement of the work, and continue to have a valid license till completion of work. The contractor shall also abide by the provisions of the Child Labour (Prohibition and Regulation) Act, 1986. The contractor shall comply with the provisions of The Code on Wages, 2019, The Occupational Safety, Health and Working Conditions Code, 2019, the Code on Social Security, 2019 and Industrial relation Code 2019

Employment liability Act, 1938, Workmen`s compensation act 1923, Industrial dispute Act, 1947, the factories act 1948, mate benefit act 1961 and any statutory amendments or re-amendments thereof for the time being in force.

In respect of all laborers directly or indirectly employed in the work for the performance of the contractor`s part of this contract, the contractor shall his own expense arrange the safety provision as per safety code framed from time to time by statutory authorities and shall his own expense provide for all facilities in connection therewith. Incase, the contractor fails to make arrangement and provide necessary facilities as aforesaid he shall be responsible for any compensation for each default and in addition the Engineer-In- Charge shall be at liberty to make arrangement and provide facilities as aforesaid and recover the costs incurred in that behalf from the contractor.

The contractor shall be fully liable for compliance of EPFor ESI of the labours/workmen deployed by

them for carrying out the work as per prevailing Central or State government norms and the ICSI has nothing to do with the same. ICSI shall not be responsible for any liability/claims whatsoever in this regard. Further as and when demanded by the ICSI, the contractor shall submit the proof of deductions /deposits of such liabilities of their labors/workmen engaged in the work to the ICSI. In case of default, the ICSI may deduct the payments against these liabilities from the bills of the contractor or may stop the payment of the bill till such time until the compliance is proved by the contractor.

20. LIQUIDATED DAMAGES FOR DELAY:

- a. Time is essence of the contract. In case the CONTRACTOR fails to complete the whole work within the stipulated period, and clear the site, he shall be liable to pay liquidated damages @ 0.5% (One Half of one percent only) of the value of contract per week and or part thereof of the delay subject to a maximum of 10% (ten percent only) of the value of the contract. The parties agree that this is a genuine pre-estimate loss / damage which will be suffered on account of delay on the part of the Contractor and the said amount will be payable on demand without there being any proof of the actual loss of damages caused by such delay.

b. Compensation

The amount of Compensation may be adjusted or set-off against any sum payable to the Contractor under this or any other contract with the ICSI. Without prejudice to the foregoing, the Contractor shall be accountable and responsible to compensate and pay damages to ICSI for any loss/ damage/ claim/ liability, whatsoever, caused either directly or indirectly by the Contractor which may arise either out of failure in execution of the work, negligence, fraud, misrepresentation, misconduct or material breach of this Agreement.

21. INDEMNITY:

- A. The Contractor shall be solely liable for and shall indemnify ICSI, its officers, servants, employees and agents against all liabilities, losses, claims and expenses of any nature, legal cost whatsoever arising from any personal injury or illness (including death) of any nature whatsoever and any penalty, loss, damage or destruction to any property whether real or personal where such liability arises out of or in connection with the rendering of the Services under the Contract whether under common law, under statute or otherwise. The Contractor shall indemnify and keep at all times indemnified the ICSI against any loss or damage that the ICSI may sustain directly or indirectly as a result of the failure or negligence of the Contractor or its employees to faithfully carry out its obligations under Contract and further to pay for all losses, damages, costs, charges and expenses which the ICSI may reasonably incur or suffer and to indemnify and keep indemnified the ICSI in all respects.
- B. The indemnifying party shall be granted immediate and complete control of any claim of indemnity and the indemnified party shall not prejudice the indemnifying party's defense of the claim.

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

22. DEFECTS LIABILITY PERIOD:

The total defect liability period for the work is 12 months from the date of completion of the work and handing over to the Institute. During the defect liability period if any defects pointed out for workmanship as well as the material used same shall be replaced /rectified by the contractor with his own cost. Otherwise if the replacement/ rectification job is not attended within the time given same will be carried out with other agencies and the expenditure incurred for the rectification job by the Institute will be recovered from his security deposit or any amount payable to you.

23. CONTRACTOR'S LIABILITY AND INSURANCE:

From commencement to completion of the works, the Contractor shall take full responsibility, care of and precautions to prevent loss or damage and to minimize loss or damage to the greatest extent possible and shall be liable for any damage or loss that may happen to the Works or any part thereof from any cause whatsoever (save and except the Excepted Risks) and shall at his own cost repair and make good the same so that, at completion, the works shall be in good order and conditions and in conformity in every respect with the requirements of the Contract and instructions of the Engineer-in-Charge.

23.1 In the event of any loss or damage to the Works or any part thereof or to any material or articles at the Site from any of the Excepted Risks the following provisions shall have effect:

- a) The Contractor shall, as may be directed in writing by the Engineer-in-Charge, remove from the site any debris and so much of the works as shall have been damaged.
- b) The Contractor shall, as may be directed in writing by the Engineer-in-Charge, proceed with the completion of the works under and in accordance with the provisions and Conditions of the Contract.

23.2 Provided always that the Contractor shall not be entitled to payment under the above provisions in respect of so much loss or damage as has been occasioned by any failure on his part to perform his obligations under the Contract or not taking precautions to prevent loss or damage or minimize the amount of such loss or damage.

23.3 The Contractor shall indemnify and keep indemnified the ICSI against all losses and claims for injuries or damage to any persons or any property whatsoever which may arise out of or in consequence of the construction and maintenance of works and against all claims, demands proceedings, damages costs, charges and expenses whatsoever in respect of or in relation thereto. Provided always that nothing herein contained shall be deemed to render the Contractor liable for or in respect of or to indemnify the ICSI against any compensation or damage caused by the Excepted Risks.

23.4 The Contractor shall at all times indemnify the ICSI against all claims, damages or compensation under the provisions of Payment of Wages Act, 1936, Minimum Wages Act. 1948, Employer's Liability Act, 1938 the Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947 and the Maternity Benefit Act. 1961 or any modifications thereof or any other law relating thereto and rules made thereunder from time to time.

23.5 The Contractor shall prove to the Engineer-in-Charge from time to time that he has taken all the

insurance policies referred to above and has paid the necessary premiums for keeping the policies alive till completion of the work.

- 23.6** All statutory deductions as applicable like TDS, sales tax/VAT shall be made from the due payment of the contractor.
- 23.7** No claim for interest will be entertained by the ICSI in respect of any balance payments or any deposits which may be held up with the ICSI due to any dispute between the ICSI and contractor or in respect of any delay on the part of the ICSI in making final payment or otherwise.
- 23.8** The contractor shall ensure that no materials/wastes/plant , equipments etc. are dumped at the site. In case any of the above items are dumped the contractor shall clear the same from the site by or before completion of the work at his own cost or otherwise ICSI will carry out the work at the contractor"s risk and cost after 7 days notice.
- 23.9** The contractor will have to make their own arrangement for facilitating movement of labour to work site and back. Facilities are to be provided to labourers as per statutory provision and the same shall not entail or attract any extra cost to ICSI.

24. SAFETY :

- 24.1** The Contractor shall have to provide all safety appliances i.e. safety helmet, safety belt etc. to his workers while working at height at his own cost and follow all safety rules, regulation and all statutory provisions etc. in force. 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 cost thereof from the Contractor.
- 24.2** The contractor shall provide and maintain at his own expenses guards, fencing and matching when and where necessary or required by the Engineer-in-Charge for the protection of the works or for the safety and convenience of those employed on the works or the public.
- 24.3** The ICSI shall not be liable for any accident, injury or for any other mishap caused to him/them/their employees/agents and labour employed by the contractor and for any kind of damage during the execution of the contract or work done. For any kind of such injury or loss caused to any person/persons mentioned herein above, the contractor shall be exclusively liable.

25. CANCELLATION OF CONTRACT IN FULL OR IN PART:

A. If the Contractor:

- a . At any time makes defaults in proceeding with the Works with due negligence and continues to do so even after a notice in writing of 7 days from the Engineer-in-Charge; or
- b . Commits default in complying with any of the terms and conditions of Contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Engineer-in-Charge; or
- c . Fails to complete the works or items of work on or before the date(s) of completion, and does not complete them within the period specified in a notice given in writing in that behalf by the

Engineer-in-Charge; or

- d . Enters into a contract with the ICSI in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and the term of payment there have previously been disclosed in writing to the Accepting Authority/Engineer-in-Charge; or
 - e . Being an individual or any of its partner (in case of the Contractor is a partnership firm)at any time is adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under Insolvency and Bankruptcy Code(IBC) or any Insolvency Act for the time being in force or make any conveyance or assignment of his affective or composition or arrangement of the benefit of his creditors or purport so to do, or if any application be make under Insolvency and Bankruptcy Code(IBC) or any Insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors; or
 - f . Being a company, passes a resolution or the Court makes an order for liquidation of its affairs, or a receiver or manager on behalf of the debenture holders is appointed or circumstances shall arise which entitle the Court or debenture holders to appoint a receiver or manager; or
 - g . Assigns, transfers sublets (engagement of labour on a piece-work basis or of labour with materials not be incorporated in the work shall not be deemed to be subletting) or attempts or assign, transfer or sublet the entire works or any portion thereof without the prior written approval of the Accepting Authority.
- B.** The Competent Authority may, without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to the ICSI by written notice cancel the contract as a whole or in part as it may deem appropriate.
- C.** The Competent Authority shall on such cancellation, be entitled to:
- a) Take possession of the site and any materials, construction plant, implements, stores, etc., thereon; and/or
 - b) carry out the incomplete work by any means at the risk and cost of the Contractor.
- D.** On cancellation of the Contract, in full or in part, the Accepting Authority shall determine the quantum of amount, if any, recoverable from the Contractor for completion of Works or part of the works or in case the works or part of the works is not completed, the loss or damage suffered by the ICSI. In determining the amount credit shall be given to the Contractor for the value of the work, if any, executed by him up to the time of cancellation, the value of contractors material taken over and incorporated in the work and use of tackle and machinery belonging to the Contractor.
- E.** Any excess expenditure incurred or to be incurred by the ICSI in completing the Works or part of the Works or the excess loss or damages suffered or may be suffered by the ICSI as aforesaid after allowing such credit shall be recovered from any money due to the Contractor or any account, and if such money is not sufficient the Contractor shall be called upon in writing to pay the same within 30 days.

- F. If the Contractor shall fail to pay the required sum within the aforesaid period of 30 days, the Engineer-in-Charge shall have the right to sell any or all of the Contractor's unused materials, constructional plant, implements, temporary buildings, etc. and apply the proceeds of sale thereof towards the satisfaction of any sums due from the Contractor under the contract and if thereafter there be any balance outstanding from the Contractor, it shall be recovered in accordance with the provisions of the Contract.
- G. Any sums in excess of the amounts due to the ICSI on unsold materials, constructional plant, etc. shall be returned to the Contractor, provided always that if cost or anticipated cost of the completion by the ICSI of the works or part of the works is less than the amount which the Contractor would have been paid had he completed the works on part of the works such benefit shall not accrue to the Contractor.

26. LIABILITY FOR DAMAGE, OR IMPERFECTIONS AND RECTIFICATION THERE OF :

- 26.1 If the Contractor or his workmen or employees shall injure or destroy any part of the building in which they may be working or any building, road, fence etc, continuous to the premises on which the work or any part of it is being executed, or if any damage shall happen to the work while in progress the Contractor shall upon receipt of a notice in.
- 26.2 Writing in that behalf make the same good at his own expense. If it shall appear to the Engineer-in-Charge or his Representative at any time during construction or re- construction or prior to the expiration of Defects Liability Period, that any work has been executed with unsound, imperfect or unskilled workmanship or that any materials or articles provided by the Contractor shall, upon receipt of a notice in writing in that behalf from the Engineer-in-Charge, forthwith rectify or remove and re-instruct the work so specified in whole or in part, as the case may require or as the case may be, and/or remove the materials or articles at his own expense, notwithstanding that same may have been inadvertently passed, certified and paid for and in the event of his notice aforesaid, the Engineer-in-Charge may rectify or remove and re-execute the work and/or remove and replace with others the materials or articles complained of as the case may be, by other means at the risk and expense of the Contractor.
- 26.3 In case the Contractor fails to comply with the requirements of repairing/replacing , the Engineer-in-Charge shall have the right to get the work done by other means at the cost of the Contractor. Before taking such action, however, the Engineer-in-Charge shall give three days notice in writing to the Contractor.

27. URGENT WORKS:

If any Urgent work (in respect whereof the decision of the Engineer-in-Charge shall be final and binding) becomes necessary and Contractor is unable or unwilling at once to carry it out, the Engineer-in-Charge may by his own or other workpeople carry it out, as he may consider necessary. If the urgent work shall be such as the Contractor is liable under the contract to carry out at his expenses incurred on it by the ICSI shall be recoverable from the Contractor and be adjusted or set off against any sum payable to him.

28. BLACKLISTING

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

29. ARBITRATION :

a) In case of any dispute or difference arising in relation to meaning or interpretation of this order, the authorised official of the Institute and the contractor will address the disputes/ differences for mutual resolution and failing which the matter shall be referred to the sole arbitrator to be 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.

a) Jurisdiction

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

30. INDEPENDENT CONTRACTOR OR SUBCONTRACTOR

The relationship of **Contractor** to **ICSI** under this Contract shall be independent and there shall not be any kind of employer – employee relation between the ICSI and Contractor and its employees The acts/performance and actions taken by either party in furtherance of their respective activities of operation shall not bind the other except to the extent provided under Contract. The acts performed and action taken by either party that do not fall under the Contract shall have binding effect on the other to the extent they are reduced to writing and the prior consent of the other party is obtained.

31. Complete Contract:

The Tender and Contract and all of its Attachments [and Annexures] shall be the integral part of this Contract and shall have precedence on other documents between the Parties and replace any written or oral Agreement or understanding repugnant to the subject matter. Changes, amendments or interpretations of this Contract shall be valid only if they are in writing and signed by both parties, except that each Party may make a change of domicile or change of the name of the person to whom notifications shall be sent. This notification shall be made through a written document to the other Party to this Agreement.

32. Non-Exclusive Agreement:

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

33.Representations and Warranties:

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

34 .Severability:

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

35 .Assignment & Sub-Letting:

Contractor shall not assign or sub-let any of its rights and obligations hereunder whether in whole or in part without the prior written consent of the ICSI.

36 .Alteration and Modification:

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

37. Non Waiver:

Failure to exercise by either party of any right under this Contract in one or more instances shall not constitute a waiver of those rights in another instance. Such waiver by one Party of any of the rights established herein shall not be considered as a waiver of another right established herein.

38 .Notices &Notifications:

All notifications or notices related to this Contract shall be made in writing and shall be effective when they are delivered personally or sent by registered mail to the addresses indicated in this Agreement. Any change of Address should be notified.

39 .Headings:

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

40 .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 agreement or work order
- (2) The Attachments (if any)
- (3) The Tender

SPECIAL CONDITIONS

1. During working at site, some restrictions may be imposed by Engineer-in- Charge/Security staff of ICSI or Local Authorities regarding safety and security etc., the contractor shall be bound to follow all such restrictions/instruction & nothing extra shall be payable on this account.
2. No compensation shall be payable to the contractor for any damage caused by rains, lightening, wind, storm, floods, Tornado, earth quakes or other natural calamities during the execution of work. He shall make good all such damages at his own cost; and no claim on this account will be entertained.
3. No labour hutment shall be allowed in the premises. All labourers should leave the site after day's work. The security & Watch ward of site contractor materials/work etc. shall be at his cost only.
4. All rates quoted by the bidders shall remain firm for the contract period/extended contract period.
5. If the contractor fails to proceed with the work within the stipulated time as specified from the date of issue of letter of intent/letter to proceed with the work, the ICSI shall forfeit the earnest money deposited by him along with the tender.
6. **Execution of Work At Risk & Cost of Contractor:** The balance work, if any, left to be completed after the determination/ cancellation of the contract as per clause no. 21 of the "General Conditions of Contract" shall be got executed by the ICSI as stipulated in the said clause at the risk and cost of the contractor and the additional expenditure, if any, incurred by the ICSI in getting the work executed in the manner stated above, the same shall be recovered from the dues of contractor. In case the dues of the contractor are not sufficient, the contractor shall be liable to deposit the excess amount incurred by the ICSI as communicated by the Engineer-in-charge within 30 days of written notice.
7. The work has to be executed in accordance with the latest CPWD specification mentioned in the BOQ and in case of any discrepancy the CPWD specifications with latest amendments if any, shall be followed. The decision of the Engineer-In-Charge in this regard shall be final and binding upon the contractor.
8. The materials used for carrying out the work shall be of best locally available quality and the contractor has to carry out the necessary testing of the material as ordered by the Engineer-In-Charge for its conformity and all testing charges shall be borne by the contractor.
9. All the civil works, if required, like fixing of load hooks, making chases in the wall, drilling of holes, providing scaffolding for carrying out complete works shall be arranged by the contractor and making good the same. Nothing extra on these account shall be considered or paid.
10. The contractor shall be fully responsible for the any injury or damage caused to the workmen deployed by him at site for carrying out the work and ICSI has nothing to do with such happenings and in no way shall be held responsible for the same.
11. All communication should be addressed to Director (Infrastucture & Admin).

LIST OF APPROVED MAKES OF THE MATERIALS

LIST OF APPROVED CIVIL MATERIAL AND MAKE OF THE ITEMS

(THE MAKE LISTED BELOW SHOULD BE FIRST APPROVED BY THE OWNER OR ENGINEER
IN CHARGE OF PROJECT UNDER INTIMATION)

SI No	Particulars	Approved makes/ brand
1	Cement of PPC-53 Grade	ULTRA TECH, AMBUJA CEMENT, ACC
2	Bricks	FPS – 7.5 Grade
3	Reinforcement steel (TMT-500)	TISCON,SAIL,RINL,JINDAL, ESSAR
4	RIGID (UPVC) Pipe	PRINCE, PRAKASH,SUPREME
5	Aggregates	Confirming to IS code

TENTATIVE DIAGRAM

