No.: ICSI/INFRA/CCGRT-MANESAR/2025 DATE: 17.10.2025

TENDER DOCUMENT

VOL- I

(TECHNICAL BID)

FOR

DESIGN, MANUFACTURING. SUPPLY AND INSTALLATION OF ROLLER BLINDS

AT

THE INSTITUTE OF COMPANY SECRETARIES OF INDIA –
CENTER FOR CORPORATE GOVERNANCE, RESEARCH AND TRAINING
(ICSI-CCGRT)

AT

PLOT NO- 3, SECTOR-02, IMT MANESAR, GURUGRAM-122052.

ARCHITECT:

MURALAGE

M/s Muralage, A-3/269, Vibhav Khand -3,
Gomti Nagar, Lucknow, U.P.
Pin-code: 226010

(Pages 1-28)

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

Signature of the Bidder with Seal

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SECTION – I

NOTICE INVITING TENDER

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SECTION I: NOTICE INVITING TENDER

Sealed offers are invited from reputed firms/ Contractors for "**Supply and Installation of Roller Blinds at Institute's Centre for Corporate Governance, Research and Training (ICSI-CCGRT) at Plot No. 03, Sector 02, IMT Manesar, Gurugram- 122052"** having similar work experience and credentials. The last date of receipt of the offer in a sealed envelope addressed to

The Secretary,
The Institute of Company Secretaries of India (ICSI)
ICSI House,
Plot No. C-36, C Block
Sector 62, Noida-201318

super scribing "**Tender for Supply & Installation of Roller Blinds for ICSI CCGRT Manesar"** is on or before **27th October 2025 upto 3:00 PM** in a sealed tender box kept at reception of ICSI House, Plot No. C-36, Sector 62, Noida. The tender may also be sent at above address directly, either through Post or Courier. ICSI shall not be liable for any postal delays whatsoever in receipt of tender(s) and shall not entertain any such tender received after the stipulated date and time.

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

Technical Bid (Envelope-1)–

- Tender Document – Vol- I- Technical Bid (duly signed and stamped on each page).
- Copy of GST registration Certificate.
- Authorization Letter of Signatory, as applicable.
- Copies of documents to establish qualification of eligibility criteria as mentioned in Section IV.

Financial Bid (Envelope-2)–

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

The Technical Bids shall be opened on 27th **October 2025 at 4:00 PM** on the aforesaid venue. The representatives of the bidders, if they wish, may remain present while opening of the technical bids.

1. The clarification on technical issues, if any, may be obtained in writting from the Architect, on any working day during normal working hours.
   M/s Muralage, A-3/269, Vibhav Khand -3, Gomti Nagar, Lucknow, U.P. Pin-code: 226010
   e-mail: muralage@gmail.com, muralage.delhi@gmail.com

2. The tenderer must obtain for himself on his own responsibility and cost, all the required information which may be necessary for the purpose of filling this tender and for entering into contract for the execution of the same and must examine the drawings and inspect the site of the work to acquaint himself with all local conditions and matters pertaining thereto. The tenderers may contact Mr. Abhishek Raj, Assistant Director on email abhishek.raj@icsi.edu and +91-120-4522046 on working days from 10:00 AM to 5:30 PM.

3. Each page of the tender documents are required to be signed by the person or persons submitting the tender in token of his/their having acquainted himself/themselves with all the conditions/specifications, as laid down. The unsigned tender documents shall be liable to be rejected.

4. Any additions and alternations made in filling the tender must be attested and counter-signed by the tenderer. Over-writing of figure is not permitted. Failing to comply with either of these conditions, the Institute at its discretion reserves its right either to accept or reject such tender/s. No request, advice or any change in rates or conditions after submission of the tender will be entertained.

5. The successful bidder shall within 7 (working) days of the receipt of intimation from the ICSI of the acceptance of his/their tender, be bound to execute / implement the Contract by signing agreement in accordance with the

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terms and conditions of the contract attached herewith. The work order or the written acceptance by the ICSI of tender shall be binding on the Contractor.

6. In case, where the same item of work is mentioned at more than one place in the Schedule of quantities, the lowest of the rates quoted by the Contractor for the item shall be taken for the payment of that item.

7. Time is the essence of the Contract. The overall period for completion of the works in all respect is **20 days from the date of issuance of Work Order**.

8. The Contractor shall carry out and complete the Work mentioned in "Scope of Work" to the entire satisfaction of the Owner and Architect.

9. The drawings issued along with tender documents are to give fair idea of type of works and for the purpose of bidding only. Working drawings for the purpose of execution of work at site shall be issued to the successful tender only after issue of the work order.

10. If the Contractor fails to complete the work by the scheduled date of completion or within any sanctioned extended time, he shall have to pay liquidated damages for the delay period as per the relevant clause.

11. The tender is item rate basis. The quantities contained in the Schedule are only approximate. However, payment will be made as per the actual quantity executed and based on joint measurement and agreed unit rate.

12. Tender shall be valid for period of Sixty days **(60 days)** from the last date of submission of bid to ICSI. The same may be extended for a further period of 60 days. However, **ICSI** is not bound to accept the lowest or any tender and reserves the right to accept or reject any or all tenders either in whole or in part, without assigning any reason for the same.

13. In the event of opening date of tender being a closed holiday or declared Holiday for Central Government offices, the due date for opening of the tender will be the next working day at the same time & venue.

14. AMENDMENT OF TENDER DOCUMENTS
    a) At any time, prior to the date of submission of tender, ICSI may, for any reason, at its own initiative modify tender document by amendments.
    b) The amendments shall be notified by email on registered email ID and hard copy of the same shall be sent to registered office address of the tenderer and these amendments will be binding on all the tenderers.
    c) In order to afford prospective tenderers reasonable time to take the amendment into account in preparing their tender, ICSI, at its discretion, may extend the deadline for the submission of tender suitably.

15. The ICSI may at any time during the tendering process but before opening the technical/commercial bid request the tenderer(s) to submit revised Technical / Commercial Bids and/or Supplementary Commercial Bids, in case of change in Scope of Work, without thereby incurring any liability to the affected tenderer(s).

16. Incomplete tender shall be rejected. No alterations, amendments or modifications shall be made by the tenderer(s) in the tender documents and if any such alterations are made or any special condition is attached, the tender is liable to be rejected at the discretion of the ICSI without reference to the tenderer. Please note that all the information as desired needs to be provided/ furnished. Incomplete information may lead to rejection of tender.

17. This tender does not commit the ICSI to award a contract. Further, no cost may be incurred in anticipation of award of Work. The tenderer shall bear all costs associated with the preparation and submission of its tender, and the ICSI will in no case be responsible or liable for these costs, regardless of the conduct or the outcome of the tendering process.

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18. In case of failure of successful tenderer to supply the goods / services of the ordered quantity / specifications / quality in the time schedule and at the agreed rates, the ICSI shall have right to purchase the same from the market at the prevalent rate and the difference between the agreed price and purchase price would be recovered from the successful tenderer. Further, if the supplied items are not in accordance with the ordered items then the ICSI reserves the right to reject the whole lot or accept, whole or part supply, at less than the agreed / market price. Any loss to the ICSI on this account shall be recovered from the successful tenderer.

19. The acceptance of tender shall rest with the ICSI. ICSI does not bind itself to accept the lowest tender and reserves to itself the right to reject any or all the tenders received without assigning any reason(s) whatsoever and any notice to tenderer(s). Non acceptance of any tender shall not make the ICSI liable for compensation or damages of any kind. ICSI further reserves the right to accept a tender other than the lowest or to annul the entire tendering process with or without notice or reasons. Such decisions by ICSI shall be final and bear no liability whatsoever consequent upon such decisions.

20. 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.

21. Submission of tender by way of e-mail is not acceptable.

Joint-Secretary-SG (Infra. & BM)
The Institute of Company Secretaries of India

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SECTION – II
SALIENT FEATURES OF THE BID

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SECTION II: SALIENT FEATURES OF THE BID DOCUMENTS AT A GLANCE

1	Type of Contract	Item rate basis
2	Validity of Rate	60 days from the date of opening of the offers. However, for any additional orders for same premises, within One and half years, the rates should remain fixed, for the selected bidder.
3	Cost of Tender document	Rs. 500/- including GST (Non-refundable) by Demand Draft (DD)/ pay order drawn in favour of **The Institute of Company Secretaries of India,** Payable at **New Delhi.**
4	Earnest Money Deposit (EMD)	Rs. 12,000/- (Refundable) by Demand Draft (DD)/ pay order drawn in favour of **The Institute of Company Secretaries of India,** Payable at **New Delhi.**
5	Last date & Time for Submission of Tender	**27th October 2025 up to 3:00 PM. at** Institute's Office at ICSI House, Plot No. C-36, Sector 62, Noida.
6	Date & Time for Opening of Technical Bid	**27th October 2025 up to 4:00 PM. at** Institute's Office at Institute's Office at ICSI House, Plot No. C-36, Sector 62, Noida.
8	Mobilization advance	No mobilization Advance
9	Period of completion	**20 days** from the date of issuance of Work Order
10	Payments Terms	a) 90% of bill value will be released based on actual work executed, joint measurement and certification of the Architect. b) Balance 10% to be retained till expiry of defect liability period or same may be refunded against equivalent amount of bank guarantee valid for a period of sixty days beyond the date of completion of Defect Liability period
11	Period of honoring of certificates	21 days from the date of issue of certificate of payments by the Architect
12	Retention Money	10% of the Contract value to be retained till completion of Defect Liability
13	Defect Liability period	12 months from the date of issue of virtual Completion certificate by the Architect.
14	Minimum Warranty	Minimum warranty of 3 years for fabric and roller mechanism by the Manufacturer
15	Liquidated Damages	0.5% per week or part thereof for delay beyond the completion period subject to the max of 10% of total contract price.
16	Insurance, Custom Duties, GST & any other applicable taxes	To be provided and paid by Contractor (price quoted shall include all taxes)
17	Assignment & Subletting	Not allowed
18	Rates of B.O.Q's items	To be quoted all-inclusive including unloading & freight charges & including all taxes, GST, charges, surcharges, cess etc. (Institute being a statutory body does not have any LST or CST number and no waybill form (Form-32) or any

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		other form for transfer/shifting of material will be issued by the institute.)
19	Labour Cess	As per laws of local authority of Haryana Govt. to be submitted directly by the Contractor, if applicable
20	Freight, Insurance, Packing, Forwarding, Loading & Unloading	To be included in the bid price.
21	Quantity Variation	The Quantity mentioned in BOQ can vary up to any extent on either side. Any item can be deleted. Nothing extra shall be paid on this account in the rate quoted.
22	Escalation	No Escalation shall be payable during the Contract period, whatsoever may be the reason.
23	Electricity & Water	Water Supply & Electricity to be arranged by the Contractor with their own arrangement & cost.
24	Period of Maintenance/ Defect Liability Period (DLP)	12 Months from date of issue of virtual Completion Certificate by Architect.

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SECTION – III

INSTRUCTIONS TO BIDDERS

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SECTION - III: GENERAL INSTRUCTIONS TO TENDERERS

1. GENERAL INSTRUCTIONS

1.1 The Invitation to Bid shall form a part of the Contract.

1.2 The Tenderers shall check the number of pages of all the documents and should they find anything missing or unclear, they must notify Owner at once for clarification. No liability for errors in the tender resulting from failure to check the documents will be accepted. Should any clarification, addition, alteration or amendments to the drawings or specification be necessary during the tender period, then it will be a part of the contract in the form of an addendum. Such addendum must be clarified by the CONTRACTOR and those addenda will be a part of the tender document. The Tenderer has to incorporate the entire addendum as and where applicable and the tender not incorporated with the addendum is liable to be rejected.

1.3 In the event of Tenderer not submitting the tender for the work, the blank Tender document together with all the enclosures must be returned immediately.

1.4 The Tenderers must understand that the quantities marked in bill of quantities for respective items are not the final / actual quantities to be executed. These are only estimated quantities. These quantities are liable to alteration, omission, deletion or addition at the discretion of the Architect/ OWNER without affecting the terms of the contract. Nothing extra will be paid on this account.

1.5 Each page of the tender document is required to be signed and dated by the Tenderer's authorized representative.

(i) If the tender has to be submitted by a partnership /Joint venture firm it should be signed by all the partners or by the partner who has the necessary authority on behalf of the firm to enter into the contract and the tender document shall be submitted along with such power of attorney.

(ii) If the tender has to be signed on behalf of company incorporated under Companies Act, it shall be signed by the Managing Director or one of the Directors duly authorized in this behalf, by resolution of Board of Directors of the Company. A copy of the Memorandum and Articles of Association of the company should also be submitted along with the tender.

1.6 The signature and the address of the authorized person signing the tender document must be attested by one witness. The witness must be a person of status and propriety. His name, occupation and address should be stated clearly below their signature.

1.7 Along with the submission of tender, the Tenderer shall indicate the name(s) of the authorized representative who would be responsible and authorized to discuss, negotiate and provide clarification and receive instruction from the Architect/ OWNER during and the post tender stage.

1.8 All parts of Tender documents including drawings, formats, addendums etc., should be submitted duly signed and stamped.

1.9 The Tenderer shall fill in the rates and amount both in figures as well as in words. The amount for each item should be worked out and totaled.

(i) The rates, amounts and all other entries in the Tender documents shall be written by hand in ink only.

(ii) All corrections should be attested by the Tenderer with his dated initials as many times as the corrections occur.

(iii) Any tender with unattested overwriting or corrections is liable to be rejected.

(iv) Arithmetic errors in filling the rate and amount will be incorporated as follows:

a. While filling the rates the rate in words will supersede the numerical rate.

b. Totaling of amount will be corrected clearly on the basis of arithmetical rules.

c. In case of error in totaling, rate given in words will prevail and tender value will be corrected accordingly.

1.10 Tenderer should not make any alteration in the Tender document including Instructions to Tenderers, the Conditions of Contract, the Drawings, Specifications and Quantities. If at any stage, it is found that alterations (s) are made, the tender shall be liable to be rejected and EMD shall be forfeited.

1.11 Request For Information: No oral request will be entertained; however, information will be given on written requests over following:

(i) Ambiguity / Clarification in conditions, specifications, drawings, Bill of Quantities, site etc.

(ii) Regarding items of works which are included in the tender and / or regarding items of works which Tenderer considers shall be included to complete the work in all respect.

1.12 Work Order, or handing over of the site, whichever is later.

1.13 The CONTRACTOR is bound by the rates; he quotes for the various items irrespective of quantities mentioned in the tender. No revision in rates will be allowed due to variation, alteration, omissions,

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modifications of the quantities put to tender.

1.14 If the contractor fails to quote rate for any particular item in the tender, the rate for that particular item will be treated as zero and contractor shall be liable to execute that item at zero rate, for a quantity limited up to the quantity given in the tender.

1.15 If the contractor quotes different rates for same item at different places, then lowest rate will be considered for all the purposes.

1.16 The quoted rates shall be for all heights, lifts, leads and depth except where otherwise specified in the item of work. Quoted rates shall include all materials & provision of all scaffolding, hoists, tools and tackles and other plants, shuttering profiles and all other equipment/materials required for proper execution of the work.

1.17 The rates quoted by the Tenderer shall cover the cost of all loading, transporting to site, unloading, sorting under covers as required, assembling or joining the several parts together as necessary and incorporating or fixing materials in the work including all preparatory work or whatsoever description as may be required and of closing, preparing, loading, returning empty cases of containers to the place of issue

1.18 Rates shall be inclusive of all taxes, service tax, octroi, toll, sales tax, professional tax, works contract tax, Labor Cess, Labour insurance, royalties or any other new taxes or levies etc. and shall be payable by the CONTRACTOR. The OWNER will not entertain any claim whatsoever in this respect.

1.19 Labor hutments may be constructed at site by the CONTRACTOR with his own arrangement and cost.

1.20 The Tenderer shall inspect the site to acquaint himself with the nature of work, local conditions, facilities of transport conditions, effective labour and materials, access and storage for materials and removal of rubbish etc. The Tenderer shall provide/ include in the tender for the cost of carriage freight and other charges and also for any special difficulties for proper execution of work, before quoting his rates.

1.21 The validity of the Tender shall be for a period of Sixty **(60) days** from the date of opening of tenders.

1.22 The successful Tenderer shall submit a detailed Completion Schedule / Program in the form of Microsoft Project chart identifying the important milestones/ activities involved and working out the resource planning/scheduling for main items, within Ten days of issue of Letter of Intent/ Work Order, which with modifications if any, by the OWNER, shall be adhered to for final and satisfactory completion of entire work within the agreed time frame.

1.23 Any /part of the works shall not be sub-let to a third party without the prior written approval of the OWNER/ Architect.

1.24 The Tenderer, if firm or company, shall in its forwarding letter mention the names of all the partners of the firm or the Directors of the company (as the case may be) and the name of the partner/Director who holds the power of attorney authorizing him to conduct transaction on behalf of the firm or company.

1.25 In the event of tender opening day happens to be a holiday then the bids shall be opened on next working day at the same time and venue.

1.26 No interest shall be payable on Security Deposits or on any delayed payments, at any stage. The cost/expenses incurred in preparing & submission of this Tender shall be exclusively borne by the Tenderers only.

1.27 The Tenderers are advised to note that this is a "Prestigious Project" of the OWNER and has to be executed in accordance with the details given in the Tender Documents.

1.28 The details, information, drawings, specification of material etc. being provided with the tender documents are the absolute and exclusive property of the OWNER. The Tenderers are not authorized or permitted to copy or otherwise reproduce the document in any way or convey to any third party, any information contained in the tender documents or drawings. The Tenderer has to maintain strict confidentiality. The Tenderer is required to keep all the information/ details /drawings /material specifications highly confidential and has to maintain secrecy.

1.29 The Tender Documents issued to One firm shall not be permitted to transferred to Other firms.

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Date:

SECTION – IV

ELIGIBILITY CRITERIA

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SECTION IV - ELIGIBILITY CRITERIA

A. QUALIFICATION REQUIREMENTS

i. Should have satisfactorily completed at least One similar work costing not less than rupees ₹5,00,000/-

OR

two similar works costing not less than ₹4,00,000/-

OR

three similar works costing not less than ₹4,00,000/-

during the last five years. Similar work means: External and Internal glow signages works for Office/Institute/Commercial buildings.

ii. Should have minimum Average Annual financial turn-over of 10 Lakh or more during last three years ending 31st March 2025.

iii. The Contractor should have valid GST Registration Certificate.

B. DOCUMENTS REQUIRED TO BE SUBMITTED FORELIGIBITY

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

a) GST Registration Certificate.

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

c) Copies of work orders issued by reputed Organization/Firm/Institute(customers)

d) Copies of completion certificates issued by clients.

e) Copies of audited profit and loss accounts accompanied by relevant schedules for turnover figures.

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SECTION - V
GENERAL CONDITIONS OF CONTRACT

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SECTION V – GENERAL CONDITIONS OF CONTRACT

1. INTERPRETATIONS

In construing these conditions and Interpretations, Specifications, Schedule of Quantities and Contract Agreement, the following words shall have the meanings herein assigned to them except where the subject or context otherwise require.

a)	OWNER	Shall mean "The Institute of Company Secretaries of India, New Delhi" and shall include their representative/s assignees or successor/s
b)	TENDERER/ BIDDER	Tenderer shall be the firm/ company/ authorized individual who submit the bid against the Invitation to Bid.
c)	CONTRACTOR	Means successful tenderer/ bidder to whom work is awarded by the Owner.
d)	SITE	Shall mean the building and erections thereon and any other land (inclusive) allotted by the OWNER for the Contractor's work at the The Institute of Company Secretaries of India, Center for Corporate Governance, research and training (ICSI-CCGRT) at Plot no- 3, sector-02, IMT Manesar, Gurugram-122052.
e)	CONTRACT	Shall mean and include the Agreement executed between the Owner and the Contractor including the tender, its acceptance, Work Order, the Appendix, the Schedule of Quantities, Specifications, addendum and corrigendum, if anyand the drawings pertaining to the work.
f)	NOTICE IN WRITING	Notice in writing, communicated by either of the parties on the official e-mail/s or postal address of the other party..
g)	CONTRACT PRICE/ RATE	The contract price/ rate shall mean the prices/rates of the accepted bid.
h)	ARCHITECT	M/s Muralage, A-3/269, Vibhav Khand -3, Gomti Nagar, Lucknow, U.P. Pin-code: 226010

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1. SCOPE OF WORK:

(a) Design, Manufacturing, Supply & Installation of Roller blinds of approved design as per specifications/details mentioned in the tender documents.

(b) Above scope of work consists of supply of all materials of good quality (list of make/brand as well as specifications as mentioned in the tender documents), scaffolding, tools and tackles and installation charge required for completing the job in all respect and in accordance with the working drawings to be issued by Institute's Architect for the project. Shop drawings shall be got approved from the Architect before manufacturing & installation.

(c) Above work are to be executed on item rate basis. There should not be any deviation in the specifications of the materials without prior approval of the Institute and/or Architect of the project. Before execution/fabrication of any item, approval of samples of materials to be fixed is to be obtained from the Institute as well as Architect.

(d) The Contractor shall make his own arrangement for storage space for the various materials required for the project and completely responsible for the Security of the same.

(e) Proper planning should be made while executing so that minimum disturbance occurs to the working of neighbours. All areas, passages, drive ways, stair cases which have not been handed over for project work shall be kept neat and clean all the time; some barriers shall be made by you to bifurcate the working area and non-working area, and maintaining all the services like water, electricity, sewer/waste water disposal without any disruption of services shall be made by you without any extra cost.

(f) Coordination with other agencies who are engaged (if any) for other works in the same place so that work will continue smoothly.

(g) Transportation, loading, unloading & stacking of the scaffolding material as well as the other materials/ equipment required for with your own arrangement. No extra payment will be made in this regard.

(h) Dismantling of the scaffoldings and other ancillary structures after completion of work and cleaning and removal of the debris/ malba and to be dumped in a dump yard duly approved by the local Municipal Corporation or any authority.

(i) The works of other Contractors shall be taken care. The spoiling of work for any other Contractor shall be liable for penalty.

2. CONTRACT PRICE:

The total Contract Price for the Scope of Work mentioned above & as mentioned in the Tender Document shall be based on the rates quoted & quantities mentioned in the financial bid and your final offer. The details of item wise price break-up are attached as **Annexure-I**. The executed quantities for different items may vary depending upon the requirement of the Institute. However, payment shall be made, based on the actual quantity executed and joint measurements as per terms and conditions of the tender documents.

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3. TAXES:

The quoted rates shall be inclusive of all taxes & GST. TDS will be deducted from the bill as per prevailing rate. Institute being a statutory body does not have CST or LST number and further, no waybill form will be provided for delivery of any material or equipment.

4. ESCALATION:

The prices shall be firm and no escalation in price will be paid during execution period. Also, the prices would remain firm for any addition/decrease in quantities to be executed as per site condition.

5. PAYMENT TERMS:

The payment will be made on Running Account bill as under:

a) 90% of bill value will be released based on the actual work executed and certification of the Architect.
b) Balance 10% to be retained as retention money and to be treated as security deposit till expiry of defect liability period or same may be refunded against equivalent amount of bank guarantee valid for a period of sixty days beyond the date of completion of Defect Liability period.

6. TIME OF COMPLETION:

The time is the essence of this contract. The period of completion for the entire work shall be 25 days from the date of issuance of Work Order. No extension of completion period will be given.

7. DEFECT 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 with your 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 will be recovered from your security deposit or any amount payable to you. However, the Contractor shall provide warranty of 36 months towards quality of material as well as workmanship.

8. SECURITY DEPOSIT:

The retention money to be deducted from each running bill as well as the Earnest Money deposited (EMD) (amounting to Rs. 12,000/-) will be treated as security deposit. Out of the total security deposit, 50% is to be released after the virtual completion of the work duly certified by the architect and balance 50% will be retained till the expiry of the defect liability period.

9. EXTRA ITEMS:

The rates for any extra item of work, if any wherever possible shall be derived from the existing rates in the Bill of Quantities; in other case shall be arrived on the basis of actual cost of material and labour plus 15% percentage of profit /overhead as stipulated in the respective tender documents for each and every discipline of work. You will, however, submit analysis of rates for each and every extra item of works as and when they arise for our approval before executing the said work.

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10. PENALTY / LIQUIDATED DAMAGE:

In case of delay in completion, the Contractor shall be liable to pay a penalty @ 0.5% per week of part thereof (of the total contract price) beyond the completion schedule subject to maximum of 10% of total contract price.

11. COMPLIANCE WITH STATUTORY REGULATIONS & WORK RULES:

(a) The Contractor shall be responsible for complying with the applicable laws/bye laws/Regulations in force from time to time.
(b) The Contractor shall have to bear all statutory liabilities as applicable to his workers/personnel engaged for the job. Nothing will be paid extra in this regard. If any amount is paid by the Institute in this regard, the same amount will be deducted from contractor's bill.
(c) The Contractor shall have to arrange insurance cover for the workers/personnel engaged by him for the job.
(d) The Contractor shall be responsible for all the dues of the workers/personnel engaged by him including the liabilities, if any, towards workmen compensation or under any other law.

12. TERMINATION:

If at any time after the commencement of the work the 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, the Owner without prejudice to any other remedy, reserves the right to terminate the agreement by giving 10 days advance notice in writing.

13. SAFETY:

The Contractor shall have to provide all safety appliances to workers engaged by him at his own cost and follow all safety rules regulation and all statutory provisions etc. in force. The Contractor shall be liable for accident, injury, losses due to any accident or negligence of workers engaged by him and he shall be liable to incur all the expenses in consequence thereof and Institute is in no way responsible for any damages arising out of this work contract.

14. FORCE MAJEURE:

This work order shall not in any way be affected nor shall any party hereto be held liable for any failure or delay in performance of any undertaking terms or conditions herein if such failure or delay is due to Acts of God, Abnormally bad weather, or earthquake or floods or similar natural calamities, Serious loss or damage by fire, declared or undeclared war, act of interference or action by civil or military authorities, Civil commotion, local combination of workers strike or lockout, or any other causes which is the absolute discretion of the Institute and beyond contractor's control.

15. ARBITRATION:

Any dispute, difference, controversy or claim ("Dispute") arising between the Parties out of or in relation to or in connection with this Contract / Agreement, or the breach, termination, effect, validity, interpretation or application of this Contract / Agreement or as to their rights, duties or liabilities hereunder, shall be addressed for mutual resolution by the authorised official of the parties. If, for any

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reason, such Dispute cannot be resolved amicably by the Parties, the same shall be referred to the sole arbitrator appointed by mutual consent of Parties. The provisions of the Arbitration and Conciliation Act, 1996 or any statutory modifications on re-enactment thereof as in force will be applicable to the arbitration proceedings. The venue of the arbitration shall be New Delhi. The cost of the Arbitration proceedings shall be shared equally by both the parties. The language of the arbitration and the award shall be English. The decision / award of the arbitrator shall be final and binding.

16. NUISANCE: -

The CONTRACTOR will not at any time do or permit any nuisance on the site or do anything which shall cause unnecessary disturbance or inconvenience to the OWNER, tenants or occupiers of other properties near the site and to the public generally. The CONTRACTOR is completely responsible for ensuring the safety and convenience of all concerned and at his own cost.

17. RIGHT OF INSPECTION: -

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

18. MATERIALS TO BE ARRANGED BY THE CONTRACTOR: -

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

19. TESTING MATERIALS:-

The OWNER or Architect shall be entitled to have tests carried out as specified in IS codes for any materials supplied by the CONTRACTOR (other than those for which satisfactory proof has been furnished) at the cost of CONTRACTOR and the CONTRACTOR shall provide at his expense all facilities which the OWNER or Architect may require for the purpose. The cost of materials consumed as well as the cost of testing from the approved laboratory shall be borne by the CONTRACTOR.

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20. REJECTION OF MATERIALS:-

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

21. CARE AND CUSTODY: -

Materials required for the works, whether brought by the CONTRACTOR or supplied by the OWNER, shall be stored by the Contractor only at places approved by the OWNER, storage and safe custody of materials shall be at the risk and the responsibility of the CONTRACTOR. The CONTRACTOR shall be liable for any loss or damage to such materials due to neglect, theft or fire and shall make the loss good at his cost and expense.

22. SURPLUS MATERIALS:-

Whenever the works are finally completed and advance if any in respect of any such materials is fully recovered, the CONTRACTOR shall at his own expense forthwith remove from the site all surplus materials arranged by him after obtaining prior clearance in writing from the OWNER.

23. ELECTRICITY AND WATER SUPPLY:-

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

24. ARCHITECT'S INSTRUCTIONS: -

The CONTRACTOR shall carry out and complete the said work in every respect in accordance with the terms & conditions of tender/work order and with the directions of and to the satisfaction of the Architect and OWNER. The Architect may from time-to-time issue further detailed drawings and /or written detailed directions/instructions and explanations within the meaning of contract agreement in regard to:-

i. The variation or modification of the design, quality or quantity of works or the addition or omission or substitution of any work, with the prior approval of the OWNER.
ii. The removal and/or re-execution of any works executed by the Contractor.
iii. The opening up for inspection of handy work covered up.
iv. The amending and making good of any defects.

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SECTION – VI
TECHNICAL SPECIFICATIONS

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SECTION VI – TECHNICAL SPECIFICATIONS

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

Reference to the Standard Codes of Practice/ Technical Specifications:
All relevant IS Standards, tentative specifications, IS Specifications, IS Codes of practice referred to shall be the latest editions including all applicable official amendments and revisions. The contractor shall make available at site all relevant Indian Standard Codes of practice as applicable if required.
In case of discrepancy between standards, Codes of practice, tentative specifications, specifications referred to and this specification, this specification shall govern.

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

Contractor to provide:

i. The Contractor shall provide and maintain at site throughout the period of works the following at his own cost and without extra charge, the cost being held to be included in the Contract Rates:
ii. All labour, materials, plant, equipment and temporary works required to complete and maintain the works to the satisfaction of the Engineer.
iii. Lighting for night work, and also whenever and where ever required by the Engineer.
iv. Temporary fences, guards, lights and protective work necessary for protection of workmen, supervisors, engineers or any other persons permitted access to the site.
v. All equipment, instruments and labour required by the Engineer for measurement of the Works.
vi. Any of equipment not specifically mentioned above which can reasonably be held necessary for the completion and maintenance of the works to the satisfaction of the Engineer.

Dimensions:
Figured dimensions on drawings shall supersede measurements by scale and drawings to a large scale shall take precedence over those to a smaller scale. Special dimensions or directions in the specifications shall supersede all others. All dimensions shall be checked on site prior to execution.
The dimensions where stated do not allow for waste, laps, joints, etc. but the Contractor shall provide at his own cost sufficient labour and materials to cover such waste, laps, joints, etc.
The levels, measurements and other information concerning the existing site as shown on the drawings are believed to be correct, but the Contractor should verify them for himself and also examine the nature of the ground as no claim or allowance whatsoever will be entertained on account of any errors or omissions in the levels or the description of the ground levels or strata turning out different from what was expected or shown on the drawings.

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Materials:

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

Sampling and Testing:
All materials used in the works shall be subjected to inspection and test in addition to test certificates. Samples of all materials proposed to be employed in the permanent works shall be submitted to the Architect/Engineer for approval before they are brought to the site.
Samples provided to the Engineer for their retention are to be labelled in boxes suitable for storage. Materials or workmanship not corresponding in character and quality with approved samples will be rejected by the Engineer.
Samples required for approval and testing must be supplied sufficiently in advance to allow for testing and approval, due allowance being made for the fact that if the first samples are rejected further samples may be required. Delay to the works arising from the late submission of samples will not be acceptable as a reason for delay in completion of the works. Materials shall be tested before leaving the manufacturer's premises, quarry or resource, wherever possible. Materials shall also be tested on the site and they may be rejected if not found suitable or in accordance with the specification, notwithstanding the results of the tests at the manufacturer's works or elsewhere or test certificates or any approval given earlier. The contractor will bear all expenses for sampling and testing, whether at the manufacturer's premises at source, at site or at any testing laboratory or institution as directed by the Engineer. No extra payment shall be made on this account.

Rejection:
Any materials that have not been found to conform to the specifications will be rejected forthwith and shall be removed from the site by the Contractor at his own cost.
The Engineer shall have power to cause the Contractors to purchase and use such materials from any particular source, as may in his opinion be necessary for the proper execution of the work.

Workmanship:
All works shall be true to level, plumb and square and the corners, edges and arises in all cases shall be unbroken and neat.
Any work not to the satisfaction of the Engineer or his representative will be rejected and the same shall be rectified, or removed and replaced with work of the required standard of workmanship at no extra cost.

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

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SECTION –VII
LIST OF APPROVED MAKES

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SECTION VII- LIST OF APPROVED MAKES

(As per BOQ)

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