

No.: ICSI/Infra/Bengaluru Chapter/2024

DATE: 27TH JUNE 2024

TENDER DOCUMENT

VOL - I

(TECHNICAL BID)

**REPAIRING AND REPAINTING OF INSTITUTE'S PREMISES AT NO. 5, 1ST MAIN ROAD, KSSIDC,
INDUSTRIAL ESTATE, WEST OF CHORD ROAD, 6TH BLOCK, RAJAJI NAGAR,
BENGALURU-560010, KARNATAKA**

Pages (1 – 59)

Architect:

M/s Hue Designs

Architecture, Interior and Master planning
H.No:6-3-609/10/1, 2nd Floor Anand Nagar colony,
Khairatabad, Hyderabad-500004
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**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, Lodi Road, New Delhi - 110003

Website: www.icsi.edu

Sign & Stamp of Bidder

INDEX

SL.NO.	DESCRIPTION		PAGES
TENDER DOCUMENT (VOL I) TECHNICAL BID			
1	Section-I	DETAILS OF TENDER	3-4
2	Section-II	SUMMARY OF SALIENT FEATURES	5-7
3	Section-III	NOTICE TO CONTRACTORS	8-11
4	Section-IV	STANDARD TENDER OFFER	12-15
5	Section-V	INSTRUCTION TO TENDERS	16-21
6	Section-VI	GENERAL CONDITIONS OF CONTRACT	22-38
7	Section-VII	SPECIAL CONDITIONS OF CONTRACT	39-57
8	Section -VIII	LIST OF MAKES	58-59

SECTION- I
DETAILS OF TENDER

SECTION- I: DETAILS OF TENDER

1	Details of work to be done	Repairing and Repainting of Institute's Premises at No. 5, 1st Main Road, KSSIDC, Industrial Estate, West of Chord Road, 6th Block, Rajaji Nagar, Bengaluru-560010, Karnataka
2	Form of contract	Item rate tender
3	Earnest money (Refundable)	Rs 31,000/- in form of demand draft/ Pay order of any scheduled bank in favor of "The Institute of Company Secretaries of India" Payable at "New Delhi".
4	Cost of tender documents (Non-refundable):	Rs.500/- (excluding GST) in form of demand draft of any scheduled bank in favor of "The Institute of Company Secretaries of India", payable at New Delhi.
5	Period of contract / time of completion	45 days from the 7 th day of the receipt of Letter of Intent (LOI)/Work Order either by post or e-mail, whichever is early
6.	Date, Time & Place of Pre-Bid Conference:	03rd July, 2024 at 03:30 PM at Institute's Bengaluru Chapter's premises
7	Last date and time for Receiving of sealed tender	08th July, 2024 till 03:00 PM at Institute's Bengaluru Chapter's premises
8	Place and date of opening	08th July, 2024 at 04:00 PM at Institute's Bengaluru Chapter's premises

SECTION- II
SUMMARY OF SALIENT FEATURES

SECTION- II: SUMMARY OF SALIENT FEATURES

1	Type of Contract	Item rate basis
2	Validity of offer	90 days from the last date of submission of bid. The same may be extended for a further period of 45 days with concurrence of the Tenderers.
3	Date of commencement of work at site	Within 7 days from the date of issuance of letter of Intent / Work Order, either by post or e-mail, whichever is early
4	Mobilization advance	10% of the Contract price against equivalent amount of Bank Guarantee from any Nationalized/Scheduled Bank in favour of the Institute of Company Secretaries of India, payable at New Delhi.
5	Period of completion	45 days from the 7 th day of the receipt of letter Of Intent/ Work Order either by post or e-mail, whichever is early
6	Interim Payments	Once in a month. Payment against Running Bill will be made as under: - (i) 90% of R/A bill amount based on certification of Architect. (ii) Balance 10% to be retained. TDS will be deducted at prevailing rate from each running bill.
7	Minimum value of work for running bills	Rs. 5 lakhs (except final bill)
8	Period of honoring of certificates (i.e.,processing time of bill)	30 working days from the date of issue of certificate of payments by the Architect and Independent Architect.
9	Retention Money	10% to be retained from each bill.
10	Defect Liability period	12 months from the date of issue of virtual Completion certificate by the Architect.
11	Penalty	0.5% per week or part there of subject to the max of 10% of accepted contract price.
12	Language for communication	English
13	Insurance, Custom Duties & taxes, work contract tax, sales tax, service tax/GST	To be provided and paid by contractor (price quoted to include all taxes)
14	Assignment & Subletting	Not allowed

15	Rates of B.O.Q.'s items	To be quoted all-inclusive and including all taxes, GST, charges, surcharges, Cess etc. i.e., net to the Institute
16	Period of submitting final bill by contractor	One month from the date of virtual completion
17	Labor Cess	To be paid by the Contractor to State Government / Concerned Authority as prescribed from time to time.
18	Water and Electricity	Water & Electricity required, will be provided at single point by Owner, free of cost. The Contractor shall make his own arrangements for required distribution for work meeting the safety regulation as per statutory requirement. Backup power in the form of DG set may be arranged by the Contractor.
19	TDS deduction	At prevailing rate from each running bill/Final bill.

SECTION – III
NOTICE TO CONTRACTORS

SECTION – III: NOTICE TO CONTRACTORS

M/s

Project: Repairing and Repainting of Institute's Premises at No. 5, 1st Main Road, KSSIDC, Industrial Estate, West of Chord Road, 6th Block, Rajaji Nagar, Bengaluru-560010, Karnataka.

Dear Sir,

1. The ICSI takes pleasure in inviting you to tender for the aforesaid work. Sealed tender should be addressed to Office of The Chairperson, At No. 5, 1st Main Road, KSSIDC, Industrial Estate, West Of Chord Road, 6th Block, Rajaji Nagar, Bengaluru.
2. The tenders are required to submit their offer in sealed packet.
3. The clarification on technical issue, if any, may be obtained from the **M/s Hue Designs Architecture, Interior and Master planning H.No:6-3-609/10/1,2nd Floor Anand Nagar colony, Khairatabad Hyderabad-500004 +91 9966519014 E-Mail contact@huedesigns.in** on any working day during normal working hours.
4. The tenderer must obtain for himself on his own responsibility and at his own expenses all the information which may be necessary for the purpose of filling this tender and for entering into contract for the execution of the same and must examine and inspect the site of the work acquaint himself with all local conditions and matters pertaining thereto.
5. Each of the tender documents is 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. Any tender with any of the documents not so signed may be rejected.
6. Any additions and alterations made in filing the tender must be attested by initial of the tenderer/s. Over-writing of figures is not permitted. Failure to comply with either of these conditions will render the tender void. No request, advice or any change in rates or conditions after submission of the tender will be entertained.

The tenderers shall deposit with ICSI Rs. 31,000 /- by Demand Draft / Pay Order payable at New Delhi only from any of the scheduled bank in favor of ICSI, as the Earnest Money Deposit (EMD). The EMD of the unsuccessful tenderers will be returned without any interest within 30 days, afteraward of the Contract. Any tender not accompanied by the requisite Earnest Money in Demand Draft will not be considered and shall be rejected. It may' be noted that conditional Tender maybe liable to be rejected.

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

- (i) The Tenderer withdraws his bid;

- (ii) The tenderer either fails to start the work within a period of 7 calendar days or acceptance of tender or the Letter of intent/Work Order;
 - (iii) The tenderer fails to supply goods / services as per the terms of the Tender and Purchase / Work Order.
 - (iv) Any other justified reasons e.g., misleading or wrong information in the Bid, violation of the terms and conditions of the Tender, involvement in forming ring / cartel, submission of multiple bids in different names etc.
7. Within 7 (working) days of the receipt of intimation from the ICSI of the acceptance of his/their tender, the successful tenderers shall be bound to implement the Contract by accepting the LOI/Work Order in accordance with the terms and conditions of the contract attaching herewith, but the work order or the written acceptance by the ICSI of tender will constitute a binding agreement between the ICSI and the Contractors so tendering whether such formal contract is or not subsequently entered into.
 8. All compensations or other monies payable by the Contractor to ICSI, New Delhi under the terms of this contract may be deducted from the retention money or from any sum that may be or may become due to the Contractor on any account whatsoever and in the event of the retention money being reduced by reason of- any such deductions the Contractor shall within 7 days of being asked to do so make good in cash or cheque any sum or sums which have been deducted from his retention money.
 9. 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.
 10. Time is the essence of the Contract. The work should be completed in 30 days (Works to be completed in phased manner) by the Contractor from 7th day of issue of letter of Intent to commence the work. Tenderers shall not claim any extension of time. However, ICSI to its sole discretion may extend the time for completion of work.
 11. The contractor fails to complete the work by the schedule date of completion or within any sanctioned extended time, he will have to pay liquidated damages for the period that work remains incomplete as per relevant clause of 'General Conditions of Contract'.
 12. The quantities contained in the Schedule are only approximate. The work as actually carried out and done will be measure from time to time, for which payment will be made subject to the terms and conditions of the Contract.
 13. Tender shall be valid for period of Ninety days (**90 days**) from the date of opening of technical bid to the ICSI. Validity Period may be extended with the consent of the bidder for further period of 45 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 doing so.
 14. Any tenderer who proposes alterations to any of the conditions, specifications laid down in the tender documents or proposes any new conditions, whatsoever will be liable to be rejected.
 15. In case any tenderers, proposes any new conditions or proposes alteration to any condition / specifications, which will have financial effect if the condition/alteration are not accepted then at the financial effect plus or minus shall be indicated by the tenderer against each such condition/

alteration proposed by the tendered for withdrawal of the condition/alteration, along with his tender offer. No financial effect shall be considered after opening of tender.

16. ICSI reserves the absolute right to accept / reject any or all tenders without assigning any reason.
17. ICSI reserves the right to increase or decrease the quantity given in the tender. The quantities given are tentative and can vary and change as per working.

**The Chairman,
Bengaluru Chapter of ICSI**

SECTION – IV
STANDARD TENDER OFFER

SECTION – IV: STANDARD TENDER OFFER

Repairing and Repainting of Institute’s Premises at No. 5, 1st Main Road, KSSIDC, Industrial Estate, West of Chord Road, 6th Block, Rajaji Nagar, Bengaluru-560010, Karnataka.

To be submitted by _____ between _____ hrs. to _____
hrs. Issued to:

Signature of the person issuing the documents:

Designation:

Date of Issue:

TENDER

- 1.0 We have read and examined the notice inviting tender, Schedule, specifications applicable, General rules and Directions, Conditions of Contract, clauses of contract, Special conditions, Schedule of Quantities & other documents and Rules referred to in the conditions of contract and all other contents in the tender document for the work. We have also visited the site and are familiar with the surroundings including applicable taxes/GST.
- 1.1 We hereby tender for the execution of the work specified for by **The Chairperson, Bengaluru Chapter of ICSI**, within the time specified in schedule, viz., schedule of quantities and in accordance in all respects with the specifications, and instructions in writing referred to in General Rules and Directions and the Conditions of contract and with such materials as are provided by and in respects in accordance with, such conditions so far as applicable.
- 1.2 We will follow the Delhi Building & Other Construction Workers (Regulation of Employment and Conditions of Service) Rules, 2002 while currency of the contract.
- 1.3 We agree to keep the tender open for One Hundred Eighty days (180 days) from the last date of submission of bid and not to make any modifications in its terms and conditions.
- 1.4 A sum of Rs. 31,000/- (Rupees Thirty One Thousands only) is hereby forwarded in the form of Demand Draft of a Bank as earnest money. If we, fail to commence the work specified we agree that The Secretary, or the authorized officer in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely otherwise the said earnest money shall be retained by him towards performance security deposit to execute all the works referred to in the tender documents on the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered.
- 1.5 We hereby declare that we shall treat the tender documents and other records connected with the work as secret/confidential documents and shall not communicate information derived there from to any person other than a person to whom we are

Authorized to communicate the same or use the information in any manner prejudicial to the safety of the ICSI.

1.6 We agree that should we fail to commence the work specified in the above memorandum, an amount equal to the amount of the earnest money mentioned in the form of invitation of tender shall be absolutely forfeited to The Secretary of ICSI and the same may at the option of the Competent Authority on behalf of The Secretary of ICSI be recovered without prejudice to any other right or remedy available in law out of the deposit in so far as the same may extend in terms of the said bond and in the event of deficiency out of any other money due to us under this contract or otherwise.

1.7 Declaration –

- i. We have read and understood the terms and conditions given in the Tender Document;
- ii. We are eligible for award of the contract as per the qualification criteria mentioned in the Tender Document;
- iii. We have accepted and agrees to all the terms and conditions of the Tender;
- iv. We shall comply with all the terms and conditions of the Tender;
- v. All the information / documents provided in his bid are true to the best of our knowledge and belief. If at any stage, the information / documents are found to be false, misleading or incorrect then his Bid / Purchase Order shall be cancelled at his cost and risk and We shall indemnify the ICSI for the loss caused due to the cancellation and We shall be liable for penal / legal action including black listing.
- vi. We understand that the Institute reserves the right to cancel the Tender at any stage or to cancel / reject any one or more bid without incurring any liability.

Dated.....

Sign. & Stamp of Contractor

Postal Address

Witness:

Address:

Location:

ACCEPTANCE

The above tender (as mentioned by you as provided in the letters mentioned hereunder) is accepted by me for and on behalf of The Secretary of ICSI a sum of Rs. /-

The letters referred to below shall form part of this contract/LOI/Work Order:

- a)
- b)
- c)

For & on behalf of The Secretary, ICSI

Dated

Signature/Designation.....

SECTION-V
INSTRUCTION TO TENDERERS

SECTION-V: INSTRUCTION TO TENDERERS

Sealed offers are invited from reputed Contractors for **Repairing and Repainting of Institute's Premises at No. 5, 1st Main Road, KSSIDC, Industrial Estate, West of Chord Road, 6th Block, Rajaji Nagar, Bengaluru-560010, Karnataka** having similar work experience and credentials. The last date of receipt of the offer in a sealed envelope addressed to: -

**The Chairman,
Bengaluru Chapter of ICSI No.
5, 1st Main Road, KSSIDC,
Industrial Estate, West of Chord Road,
6th Block, Rajaji Nagar, Bengaluru.**

super scribing **“Tender for Repairing and Repainting of Institute's Premises at No. 5, 1st Main Road, KSSIDC, Industrial Estate, West of Chord Road, 6th Block, Rajaji Nagar, Bengaluru-560010, Karnataka”** through Registered Post /Speed Post/ courier is on or before **08th July, 2024 till 03:00 PM** and the same may be dropped before the aforesaid cut-off date & time in a sealed tender box kept at the above-mentioned address along with prescribed Earnest Money Deposit (refundable) and cost of tender documents (non-refundable) as per the details mentioned in the tender documents.

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

Envelope 1–

- Technical Bid (duly filled up, signed and stamped on each page).
- Prescribed EMD and Cost of Tender Paper
- Supporting Documents for Particulars mentioned in tender document i.e., Work Orders of similar works and GST Certificate.
- Authorization Letter of Signatory, as and if applicable.

Envelope 2–

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

1.0 The tenderer shall examine carefully all the tender documents consisting of:

TECHNICAL BID

- Invitation to Tenderers
- Instructions to Tenderers
- General Conditions of Contract
- Special Conditions of Contract
- List of Makes

FINANCIAL BID

- Schedule of Quantities

(These shall form part of the LOI/Work Order)

- 1.1 The tenderer is advised to visit and inspect the site at his own cost and responsibility and to secure all necessary information which may be required for completing the tender. Ignorance of site conditions or local information shall not be considered as an excuse for non-performance of the contract. All costs, charges and expenses that may be incurred by the tenderer in connection with the preparation of his tender shall be borne by him and the ICSI/Architect does not accept any liability whatsoever in this regard.
- 1.2 Time is the essence of the contract and the tenderers are required to complete the work in all respects within the stipulated time of completion and hand over the same, complete in all respects to the satisfaction of the Architects/ICSI. Tenders shall not claim any extension of time. However, the ICSI to its sole discretion may extend the time for completion of work.
- 1.3 The tender should contain not only the rates but also the value of each item of work entered in the prescribed column of the BOQ and all the items should be totaled in order to show the aggregate value of the entire tender. The rates quoted by the tenderer should be expressed accurately both in words and figures so that there is no discrepancy. All corrections in the tender shall be duly attested by initials of the tenderers. Corrections if not attested, may entail rejection of tender. The rates quoted by the tenderers in item rate tender will be the basis (and not the amounts in case of discrepancies) in finalizing the tender.
- 1.4 It shall be clearly understood that the rates quoted in the tender are to be for complete work at site as per instructions to tenderers, conditions of contract, special conditions of contract specifications and, addenda referred to therein and also for all such works as are necessary for the proper completion of the contract although specific mention thereof may not have been made in the specifications or in or in tender documents. The rates shall be firm and shall not be subject to cost escalation on account of labor and material and labor conditions or any other reason whatsoever.
- 1.5 The tenderers shall use only the form issued with this tender to fill the rates.
- 1.6 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.
- 1.7 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.
- 1.8 The rates quoted shall be for complete work at site and should be inclusive of incidentals expenses necessary for carrying out the work. The rates shall be inclusive of Sales Tax if applicable at New Delhi for or any other tax or duty levied by any Government or Public bodies. The rates shall be firm and shall not be subject to cost escalation of labor and material and exchange variations, labor conditions or any other conditions whatsoever.
- 1.9 A schedule of approximate quantities for various items accompanies this tender. It shall be clearly understood that neither the architect nor the ICSI accept any responsibility for the correctness or completeness of this schedule in respect of items and quantities and this schedule is liable to alterations by omission, deduction or additions at the discretion of the Owner in consultation with the architect without violating the terms of the contract.
- 1.10 The ICSI does not bind itself to accept the lowest or any tender or to assign any reason thereof and also reserves the right of accepting the whole or part of the tender. The part acceptance will not violate the terms and conditions of the contract and will execute the work at the

specified rates without any extra charges or compensation.

- 1.11 Tax deductions will be made as per the prevailing rates from the contractors on account bills as notified by the various govt. authorities.

2.0 LOCATION

The site is located at “ICSI-Bengaluru Chapter, No. 5, 1st Main Road, KSSIDC, Industrial Estate, West of Chord Road, 6th Block, Rajaji Nagar, and Bengaluru”. It is necessary for the tenderer to inspect the site with prior intimation to ascertain the nature of site, access thereto, location, facilities for procurement of material and working: labor rates prevalent in the area, all matters affecting the rates and execution of the work. The tenderer shall be deemed to have full knowledge of the site whether or not he actually inspects them. Tenderers must get acquainted with proposed work and study specifications, conditions of contract and other conditions carefully before tendering. No request of any change in rates or conditions for want of information on any particular point shall be entertained after receipt of the tenders.

3.0 SUBMISSION OF TENDER

- 3.1 You are requested to quote strictly as per the terms and conditions, specifications, standards given in the tender document and not to stipulate any deviations.
- 3.2 Addenda/Corrigendum to this document if issued prior to submission of the tender must be signed and submitted along with the tender document. The tenderer should write clearly revised quantities in "Schedule of Rates" of Tender Document and should price the work based on the revised quantities when amendment for quantities is issued in addenda.
- 3.3 Tenderers must return all the documents issued to them, while submission of their tender duly stamped and signed.

4.0 RATES TO BE IN FIGURES AND WORD

The tender shall quote in English both in figures as well as in words the rates and amounts tendered by him in the schedule of rates of each item in such a way that interpolation is not possible. In case of any confusion, the amount entered in words shall be treated as final. The amount for each item should be worked out and entered and requisite totals given of all items both in figures and in words. The tendered amount for the work shall be entered in the tender and duly signed by the tenderer. The owner shall have the right to carry out arithmetical corrections and the unit rate quoted in words shall be considered for calculations and arriving at the contract sum.

5.0 CORRECTIONS OF ERASURES

All corrections and alterations in the entries of tender papers should be signed in full by the tenderers. Corrections with white fluid and overwriting are not permitted. ICSI reserves its discretion to evaluate authenticity of any correction or overwriting in the tender.

- 6.0 Any printing or typographical errors / omission in tender document shall be referred to the architect and their interpretations regarding correction shall be final and binding on contractor.

7.0 TRANSFER OF TENDER DOCUMENTS

A transfer of tender document purchased by one intending tenderer to another is not permitted.

8.0 EARNEST MONEY DEPOSIT (EMD)

The tenderer must pay the amount of Earnest Money as mentioned in the Letter Inviting Tender.

8.1 The EMD of the unsuccessful tenderers will be returned without any interest within 30 days, of the award of the Contract.

8.2 EMD of successful tenderer(s) shall be converted to Security Deposit.

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

- (i) the Tenderer withdraws his bid;
- (ii) the tenderer either fails to start the work within a period of 7 calendar days or fails to accept the LOI/Work Order within 15 days after the receipt of letter of acceptance of tender or the Letter of intent;
- (iii) The Tenderer fails to supply goods / services as per the terms of the Tender and Purchase / Work Order.
- (iv) any other justified reasons e.g., misleading or wrong information in the Bid, violation of the terms and conditions of the Tender, involvement in forming ring / Cartel, submission of multiple bids in different names etc.

9.0 VALIDITY

Tenders submitted by tenderers shall remain valid for period of Ninety days (90 days) from the last date of submission of bid to ICSI. The same may be extended for a further period of 45 days with the concurrence of the Tenderers.

10.0 ADDENDA

Addenda to the tender documents may be issued prior to the date of opening of the tenders to clarify documents or to reflect modifications to the design or contract terms or specifications or quantities.

10.1 All addenda issued by the architect shall become part of the tender documents. Tenders shall be opened at the fixed date & timings indicated in the tender forwarding letter, in presence of those tenderers who have submitted tenders & may be present.

11.0 RIGHT TO ACCEPT OR REJECT TENDER

The acceptance of a tender will rest with ICSI who does not bind itself to accept the lowest tender and reserve to the absolute authority to reject any or all the tender received without assigning any reason reasons.

12.0 TIME SCHEDULE

The time allowed for carrying out the job is 45 days to be reckoned from the 7th day of date of issue of letter of intent/Work Order.

13.0 PRESENTATION

Contractors may be invited for discussion and may be required to make a presentation regarding achieving quality, timely completion & safety regulations.

14.0 Contractor shall quote rates in full rupees, not in fractions.

SECTION – VI
GENERAL CONDITIONS OF THE CONTRACT

SECTION VI - GENERAL CONDITIONS OF THE CONTRACT

DIRECTIONS REGARDING PROCEDURES

In construing these conditions, specifications and Contract/LOI/Work Order, the following words shall have the meaning here in assigned to them except where the subject or context otherwise requires:

- (a) **"Owner"** Shall Mean the Institute of Company Secretaries of India Having its Head Office at 22, Institutional Area, Lodi Road, New Delhi” and shall include his (their) legal representative/s assign/s or authorized officer.
- (b) **"Contractor"** Shall mean selected Bidder either individual or firm or company, whether incorporated or not, undertaking the work and shall include legal personal representatives of such individual or the persons comprising such firm or company or the successors of such individual or firm or company and the permitted assignee of such individual or such individual or firm or company.
- (c) **"Architect (s)"** Shall mean M/s. Hue Design, Hyderabad.

(and shall include his authorized representative) or such other Architect/ Consultant appointed by the Owner in the event of his death or termination of his services by the Owner in his sole and unqualified discretion.
- (d) **"Contract"** Means the documents forming the tender and acceptance thereof and the Work Order/formal agreement (as applicable) executed between the competent authority on behalf of **ICSI** and the Contractor, together with the documents referred to there in including these conditions, the specifications, and instructions issued from time to time by the Engineer-in- Charge and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.

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

- (i) The expression **works** or **work** shall, unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent, and whether original, altered, substituted or additional.
- (ii) The **site** shall mean the Institute's Premises at **No. 5, 1st Main Road, KSSIC, Industrial Estate, West of Chord Road, 6th Block, Rajaji Nagar, Bengaluru** or any adjacent land, path or street which may be allotted or used for the purpose of carrying out the contract.
- (iii) **Schedule(s)** referred to in these conditions shall mean the relevant schedule(s).
- (iv) **Tendered Value** means the value of the entire work as stipulated in the letter of award of work.

1. General

The work shall be carried out strictly in accordance with amplified by the specifications of materials and workmanship given hereunder. The specifications shall be taken together and shall complement each other. In case of any discrepancy, the following order of preference shall be followed:

- (a) Particular Specifications.
- (b) CPWD Specifications & DSR 2023.
- (c) National Building Code and Relevant IS Provisions.

In case there are no specifications or where items are not exhaustively described, the general specifications of CPWD shall be followed for which nothing extra shall be paid. However, the specification should be got approved from the Architect before commencement of work.

2. Architects Status and Decisions

- (a) Status:

The Architects shall have general supervision and direction of the work. He has authority on behalf of the Owner to stop the work whenever such stoppage may be necessary to ensure the proper execution of the work. The Architect/Owner shall be the interpreter of the conditions of contract and the judge of its performance.

- (b) Decisions:

The Architect shall, within a reasonable time, make decisions on all claims of the Contractor and on all other matter relating to the execution & progress of the work or the interpretation of the contract documents. The decisions, opinion or direction of the Architects with respect to all or any of the following matters shall be referred to the Owner and decision so taken shall

be final & binding to the contractor.

- i) Variation or modifications of the design.
- ii) The quality or quantity of works or the additions/alterations or omissions or substitutions of any work.
- iii) The removal and / or re-execution of any work by the contractor.
- iv) The dismissal from the work of any persons employed therein.
- v) The opening for inspection of any work covered.
- vi) The amending the making good of any defects under defects liability period.
- vii) Approval of materials and workmanship.
- viii) The contractor to provide everything necessary for the proper execution of the work.

(c) Dismissal:

The Contractor shall on the report of the architects immediately dismiss from the works within 24 hours any person employed by him for the above work, who may, in the opinion of Architects be incompetent or misconducts himself and such person shall not be re-employed on the works without the permission of the Architects.

3. Extent of Contract

The contractor shall supply at his own cost all material implements, ladders, cordage, tackle, scaffolding and temporary works required for the proper execution of the work whether original, altered or substituted and whether included in the specifications or other documents forming part of the contract or referred to in these conditions or not and which may be necessary for the purpose of satisfying of conditions he is entitled to be satisfied which he is entitled to require together with carriage therefore to and from the work. The contractor shall also supply survey instruments and other materials necessary for the purpose of setting out works, and counting weighing and assisting to the measurement or examinations at the any time and from time to time of the work material, failing his so doing the same may be provided by the Engineer-in-charge at the expense of the contractor and the expenses may be deducted from any money due to the contractor under the contract from his security deposit or the proceeds of sale thereof. The contractor shall also provide a sufficient portion of fencing and lights required to protect the public from accident, and shall be bound to bear the expenses of defense brought by any person for injury sustained owing to neglect of the above precautions and to pay any damage and costs which may be awarded in any such suit, action or proceedings to any such person or which may with the consent of the contractor be paid to compromise any claim by any such person. In no case, the Owner shall be a party to any such claim/claims and the contractor shall indemnify the Owner against any claim for any person on this account.

4. Assignment or Sub Letting of Contract

The contractor shall not assign the contract or any part thereof or any benefit or interest therein or there under or any claim arising out of the contract to any other party without the prior written consent of the Owner.

5. Power to make Alterations

ICSI shall either by itself or on recommendation of an Architect have power to make any alterations or additions to the stipulated specifications, and in instructions that may appeal to him to be necessary or, advisable during the progress of the work and the contractor shall have no claim for compensation on account of such alterations or additions. The contractor shall be bound to carry out the work in accordance with any instructions which may be given to him in writing signed by the Architect and such alterations shall not invalidate the contract and any additional work which the contractor may be directed to do in the manner above specified as part of the work shall be carried out by the contractor on the same conditions in all respects on which he agreed to do the main work and at the same rates as are specified in

the tender for the main work. The time for the completion of the work shall be extended in the proportion that the additional work bears to the original contract work and the certificate of the Architect/ The Secretary, (ICSI), shall be conclusive as to such proportions.

6. Works Subject to Approval of Architect/Owner

All works to be executed under the contract shall be subject to approval of the Architect and Owner who shall be entitled to direct at what point or points and in what manner they are to be commenced and from time to time carried on.

7. Contractors' office and Stores

All offices, sheds and stores required by the contractor shall be enacted at his own cost with the prior approval of the Owner or his representative and shall be dismantled and removed on the completion of the work if so, directed within 7 (seven) days of the issue of such intimation.

8. Urgent Repairs and Urgent works

If by reason of any accident or failure or other event occurring to or in connection with the work or any part thereof either during the execution of the work or during the period of Guarantee, any remedial or other work or repair shall in the opinion of the Architect and/or Owner be urgently necessary for security and the contractor is unable or unwillingly at once to do such work or repair, the Architect/Owner may on its own get the work done/remedied/repared as the resident engineer may consider necessary. If the work or repair so done by the Owner is such, which, in the opinion of the Architect the contractor was liable to do at his own expense under the contract, all costs and changes incurred by the Owner in doing so shall on demand be paid by the contractor to the Owner or may be deducted by the Owner from any money due or which may become due to the contract. Provided always that the resident engineer shall soon after the occurrence of any such emergency as may be reasonable notify the contractor thereof in writing.

10 DIRECTIONS FOR EXECUTION OF WORK

10.1 Setting outs

The contractor shall be responsible for the true and proper setting out of the works in relation to the original points, lines and levels of reference given by the architect in writing and for correctness subject as above mentioned of all the positions, levels dimensions and alignments of all parts of the work and for the provision of all necessary instruments, appliances and labor in connection therewith. If at any time during the progress of the work any error shall appear or arises in any part of the work, the contractor on being required to do so by The Secretary, (ICSI) shall at once inform the architect or their representatives. The checking of the work by the architect/representative shall not in any way relieve the contractor from his responsibilities of carrying out the work as per the best practices of construction.

10.2 Shop drawings to be prepared by the Contractor:

The Contractor shall prepare the shop-drawings (wherever required and/or instructed by the Architect/Owner based on the design prepared on the feasibility study of the site and obtain approval from the Architect and Owner for implementation of the same. After the completion of work, the Contractor is required to submit As Built Drawings for the will modify the drawing prepared by him wherever any changes are made consequent to site decisions etc. as approved by the Owner.

10.3 Work to be to the satisfaction of the Architect and Owner

The contractor shall execute, complete and guarantee the work in accordance with the contract to the satisfaction of the Architect & Owner and shall comply with their instructions & directions concerning the work.

10.4 Engagement of Labor and Compliance of Labor Laws:

Contractor shall be responsible for complying with the applicable laws/bye laws/Regulations including all labor laws in force from time to time.

The contractor shall have to bear all statutory liabilities (including safety of its workers / personnel) as applicable to workers/personnel engaged for the job. Nothing will be paid extra in this regard. If any amount is paid by Owner in this regard, the same amount will be deducted from Contractor's bill.

The contractor shall have to arrange insurance cover for the workers/personnel engaged for the job.

The contractor shall be responsible for all the dues of the workers/personnel engaged including the liabilities, if any, under applicable laws.

The Contractor shall also comply with all the provisions of the following statutory Acts/Laws or any modifications thereto and the rules made there under from time to time as applicable.

1. The Code on Wages, 2019 (the "Code on Wages");
2. The Code on Social Security, 2020 (the "SS Code");
3. The Occupational Safety, Health and Working Conditions Code, 2020 (the "OSH Code");
4. The Industrial Relations Code, 2020 (the "IR Code").

Further, the Owner shall have the right to deduct from any money due to the Contractor any sum required, or estimated to be required, for making good the loss(es) suffered by a worker(s) by the reason of non-fulfillment of the Conditions of the Contract or laws relating to the benefits of workers, non-payment of wages or of deduction made from their wages which are not justified by the terms of the Contract/ law.

The Contractor shall be solely responsible for the labor/ personnel employed and that the personnel provided by the contractor shall and will not make any claim to become employees of the Owner and that there will be no Employee and Owner relationship between the personnel engaged by the Contractor and the Owner.

The contractor shall employ labor in sufficient numbers either directly or through subcontractors, where such subletting is permitted to maintain the required rate of specified in the contract and to the satisfaction of the architect. The contractor shall not employ in connection with the works any person who has not completed his fifteen years of age.

The Contractor shall be fully responsible for timely monthly payment of wages and any other dues to the personnel deployed by the Contractor by 7th of every month in presence of official of the Owner, deputed for this specific purpose. Further the Contractor while submitting their bill for payment shall solely and also be responsible to submit documentary evidence of having submitted ESI and EPF amount (both Owner's and employee's contribution) in the respective account of the worker for the period for which bill is raised, copies of challans and worker's permanent ESI account card/certificate.

The contractor shall indemnify the Owner against any payment to be made under and for observance of the Regulation aforesaid without prejudice to his right to claim indemnity from his subcontractors.

The contractor shall provide and maintain at his own expenses all rights, guards, fencing and watching when and where necessary or required by the Resident Engineer for the protection of the works or for the safety and convenience of those employed on works or the public.

10.5 Disruption of Progress

The contractor shall give written notice to the Architect whenever planning or progress of the works is likely to be delayed or disrupted unless any further drawings or order, including a direction, instruction or approval is issued by the Architect within a reasonable time. The notice shall include details of the drawing or order required and by when it is required and of any delay or Disruption likely to be suffered if it is late.

If, by reason of any failure or inability of the Architect to issue within a time reasonable in all the circumstances any drawings or order requested by the contractor and the work suffers delay then the architects shall take such delay into account in determining any extension of time to which the contractor is entitled under provisions of contract hereof, however no other compensation will be admissible on this account.

10.6 Rectification of Defects

If, it shall appear to the Architect or his representative in-charge of the works that any work any has been executed with unsound, imperfect or un-skillful workmanship or material or any inferior description, the contractor shall, on demand, in writing from the Architect specifying the work material or articles complained of shall rectify or remove and reconstruction work so specified in part, as the case may require.

10.7 Variation in quantity

In case the quantity of any item of the work executed increases or decreases by any amount the quoted item rates would be firm.

10.8 Sampling

The contractor shall submit the samples of various and all materials for the approval of the Architect & Owner minimum 21 days prior to the use on site. The contractor shall use the material only after the approval of the Architect/Owner. The verification of the material shall be done on random base during the progress of the work in either the following manner:

- (a) Random samples would be picked up during execution of work from site & if decided by the Architect/Owner, it would be sent to one of the approved laboratories for test & quality check. The cost of such tests would be borne by the client.
- (b) The Architect/Owner may direct the contractor to submit the challan of delivery of the material brought at site. It would be on Random based. The Architect may also direct the contractor to submit the copy of the test/verification certificate provided by the manufacturer of that particular material.
- (c) Mock-up Sample: A small mock-up sample of work may be done by the Contractor, before commencement of every new work and on approval of the same by the Architect/Owner, further work may be executed with consideration of comments, if any given by the Architect/Owner.

10.9 Free Access to work site.

The contractor shall provide all necessary and reasonable facilities and free access to the works and his records at site of work to the Architects, Resident Engineer and their representatives and also to the personnel of the Owner. The Contractor shall also provide facilities and space to the satisfaction of the Architect or his representative and also of the Owner for inspection of any part of work.

10.10 Inspection of work

All work under or in course of execution or executed in pursuance of the contract shall at all times be open to inspection and supervision of the Architect or his representative and to the personnel and the representatives of the Owner and the contractor shall at all times with reasonable notice or the intention of the Architect or his representatives to visit work shall have been given to the contractor, either himself be present to receive orders and instructions, or have responsible agent duly accredited in writing present for that purpose. Orders to the contractor's agent shall be deemed to have been given to the contractor himself.

10.11 Preparation of Construction Program Schedule

As and when sufficient planning information is available, the contractor in consultation with the Architect shall prepare a programme schedule of the activities. The contractor should prepare bar-charts & articles path method analysis of the light of the tendered quantities and their rates respectively. Under no circumstances shall this schedule be prepared later than one week of finalization of contract. Throughout the work, all programmes, schedules and charts shall be revised wherever any significant change occurs. The contractor shall also submit weekly progress chart to the Architect. The contractor to ensure the submission of detailed project scheduling within 10 days from the date of award of work.

10.12 Site Order Book

The contractor shall maintain a Site Order Book at the site of the works wherein the instructions of the architect/Owner or their representatives shall be reasoned. The site order book shall be the property of the Owner and the instructions recorded therein shall be deemed to have the same force and effect as if they had been given to the contractor himself. The contractor or his representative on the site must sign the book in token of his having persuaded the orders given therein.

10.13 Hindrance Register

A Hindrance Register shall be maintained at the site of work wherein the contractor shall notify the items affected and the execution of work, the date on which the delay was cleared. These entries shall be initialed by the Owner/Architect as well.

10.14 Suspension of Work

The Contractor shall on the written order of the Architect/Owner suspend the progress of the work or any part thereof for such time or time and in such a manner as the Architect/ The Secretary (ICSI) may consider necessary and shall during such suspension properly protect and secure the work as considered necessary in the opinion of the Architect/ The Secretary (ICSI) or their representative-in-charge of the work. No compensation shall be payable to the contractor on what so ever account for the suspension of work.

10.14 Extension of time for completion

Time is the essence of the contract. The Contractor in consultation with the Architect shall agree on the work progress chart. The chart shall be prepared in direct relation to the time stated in the Contract or the works order for completion of the individual items thereof and/or the Contract or works order as a whole. It shall indicate the forecast of the dates of commencement and completion of the various trade processes or sections of the work and shall be amended as may be required between the Architect and the Contractor within the limitations of time imposed in the contract.

If the works be delayed:

- (i) By force majeure, or
- (ii) By reasons of abnormally and bad weather
- (iii) By reason of serious loss or damage by fire or
- (iv) By reason of civil accommodation local combination of workmen or strike or lockout effecting any of the trades employed on the work or
- (v) By reason of delay on the part of contractor or tradesmen engaged by the owner in executing works not forming part of the contract or
- (vi) By reason of proceeding taken threatened by or dispute with adjoining or neighboring owners or public authorities arising otherwise, then through the Contractor's own default, or
- (vii) By reason of any other cause which in the absolute discretion of Owner is beyond contractor's control

then in any such case the owner may make fair and reasonable extension after obtaining Architect's advice in the completion dates of individual items or gross of items of work for which separate periods of completion are mentioned in the contract or works order as applicable on the happening of any such event causing delay, the contractor shall immediately give the notice thereof in writing to the architects with a copy to Owner but shall nevertheless use constantly his best endeavor to prevent or make good the delay and shall do all that may reasonably be required to the satisfaction of the Architect/Owner to proceed with the works Extension of time shall be granted.

10.15 Penalty for Delay or failure to perform work:

The times and date stipulated in the contract for the completion of the work or any part or stage thereof shall be deemed to be the essence of the contract.

The work shall, throughout the stipulated period of the contract, be carried out with all diligence. If the contractor fails to complete the work within the time prescribed or within the extended time under the contract, he shall pay to the Owner on demand amount without

Prejudice to other rights and remedies the Owner may have against the contractor, 0.5% of contract price per week or part thereof as penalty for such fault, if the work remain unfinished after the stipulated date of completion provided that the total penalty payable shall not exceed 10% of the accepted contract price. The Owner may, without prejudice to any other method of recovery, deduct the amount of such damages from any money due or which become due to the contractor. The recovery or deduction of such damages shall not relieve the contractor from any obligations and liabilities under the contract.

10.16 Defects Liability Period

The contractor shall be responsible to make good and remedy at his own expense within such period as may be stipulated by the Owner any defect which may develop or may be noticed before the expiry of 12 (twelve) calendar months from the date of completion and intimation of which has been sent to the contractor within seven days of the expiry of the said period.

10.17 Defacement

If the contractor or his work people, or servants shall break, deface, injure, or destroy any part of a building, or interiors, then the Contractor has to rectify the same part at his own expenses to the satisfaction of the Architect and/or Owner.

10.18 Approval of Materials

The contractor would bring samples of necessary materials as per the directions & would get them approved prior to execution of work from Architect.

11 SECURITY DEPOSIT

11.1 Earnest Money Deposit and Retention Money

The Earnest Money deposited and total retention money retained will be treated as Security Deposit and the same will be retained till completion of defect liability period of 12 months. 50% of the total security deposit shall be released after completion of 6 months from issue of virtual completion certificate and balance 50% after completion of balance 6 months of defect liability period. The same may be refunded against equivalent amount of bank guarantee valid for a period of sixty days beyond the date of completion of all Contractual obligations.

Whenever under the Work Order/LOI, any sum of money is recoverable from and payable by the Contractor, the Owner shall have right to recover such sum by appropriating in part or in whole from the security deposits. In the event of the security deposit being insufficient, the balance or the total sum recoverable, as may be, shall be deducted from any sum due to the Contractor or which at any time thereafter may become due to the Contractor under this or any other Work Order/LOI with the Owner. If this sum is not sufficient to cover the full amount recoverable, the Contractor shall pay the Owner on demand the remaining amount.

11.4 Responsibilities for the Structural Adequacy

The contractor shall comply with the provisions of the contract and with due cares and diligence, execute and maintain the work and provide all labour, including supervision of all works, structural plans and other things whether of temporary or permanent nature required for such execution and maintenance in so far as the necessary for providing these, is specified or is reasonably inferred from the contract. The contractor shall take full responsibilities for the adequacy, suitability and safety at site of all the works and methods of the construction provided.

12 MEASUREMENT

12.1 All bills shall include Covering letter (mentioning Bill No., Amount, Date, Signature of authorized Signatory), Tax Invoice, Abstract Sheet supported with measurement sheets & details shall be submitted by the Contractor to the Architect for all works executed in the previous period and the Architect/Owner or his representative shall verify the requisite measurement for the purpose of having the same verified for the claim as far as admissible. The time period for release of payment against all Running bill of Contractor is 21 days from the date of joint verification and Certification of bill by the Architect of the project, subject to the approval of the Infrastructure Committee. All measurements to be taken in duplicate and all bills shall be submitted in triplicate along with a Contractor's copy of each. CPWD Manuals would be considered as a benchmark for all measurement activities unless otherwise as defined by the Architect.

12.2 Final Bill

Final bill supported with consolidated measurement of the full work executed shall be submitted by the contractor within 30 days of completion of work. When the final bill has been verified and corrected, the Architect will give seven days' notice to the contractor to countersign the bill in token of acceptance, the contractor shall countersign the bill within the above seven days or intimate in writing his intention to dispute. If the contractor fails to take appropriate action as above within the period prescribed, the bill finalized by the Architect or his representative shall be final and binding on the Contractor and the Contractor shall have no right to dispute the same.

12.3 Claim for Interest

No claim for interest will be entertained by the Owner with respect to any moneys or balances which may be in its hands owing to a dispute between itself and the contractor or with respect of any delay on the part of the Owner in making interim or final payments or otherwise.

12.4 Rates for extra Additional, Altered or Substituted work

The rates for additional, altered or substituted work shall be worked out in

accordance with the following provisions in their respective order.

- (i) If the rates for similar additional, altered or substituted work and directly available in the contract for the work, the Contractor is bound to carry out the work at the same rates as are available in the contract for the work.
- (ii) If the rates for additional, altered or substituted work are not directly available in the contract for the work the rates will be derived from the rates for a similar class of work as are specified in the contract for the work.
- (iii) If any such item or similar item is available in CPWD DSR/SOR, the rate of the said items and/or derived rate for similar item will be considered and accepted by the Contractor, as per recommendation of the Architect of the project.
- (iv) If the rates for the altered, additional or substituted work cannot be determined in the manner specified in sub-clause (i) to (ii) above, then the contractor shall within three days of the date of receipt of order to carry out the work, inform the Architect of the rate which it is intending to charge for such works sported by analysis of the rate or rates claimed (CPWD analysis). Rates finalized and approved by the Architect on the basis of these details will be final and binding. However, the architect by notice in writing will beat liberty to cancel his order to execute such work and arrange to carry it out in such a manner as he may deem advisable, but under no circumstances shall the contractor suspend the work once ordered in writing on the plea of non- settlement of rate.
- (v) In case of furniture items, the minor changes I modifications in the design shall not be considered as deviation, and no price adjustment shall be made against the rates agreed to as per the Schedule of Quantities of the contract. For major change in the design of any item of the furniture, the deviation shall be priced by the Architects as Extra, as per above however the decision of the Architects whether the charge / modification in the design of furniture items is minor or major, shall be final and binding on the contractor.

12.5 INSPECTION & VERIFICATION OF WORK & BILL BY “INDEPENDENT PARTY/ INDEPENDENT ARCHITECT”

- (a) The “OWNER” shall have the right to procure service/s of an INDEPENDENT PARTY/ INDEPENDENT ARCHITECT to get the Quality of work & Bill periodically re-verified/ re-checked & re-certified, as and when required and deemed necessary to the “OWNER”.

- (b) In such situation, at first instance, the bills of the Contractor shall be verified & certified by the “ARCHITECT” of the project and subsequently, the “OWNER” at its discretion may get the same bills re-verified & re-certified by the “INDEPENDENT PARTY / INDEPENDENT ARCHITECT” appointed/ engaged by the “OWNER” for the said purpose.
- (c) In-case of any discrepancy in the certification of the “ARCHITECT” of the project, the same shall be required to be re-certified by the “ARCHITECT” with required corrections. Thereafter, the same shall be checked, scrutinized and processed by the “OWNER” at its own discretion.
- (d) The statements made in the above mentioned point no. a , b & c will be subject to consent of the project architect.

12.5 No Reimbursement of Variation in Price

Prices and rates quoted by the Tenderers shall be considered as firm for the complete work and entire duration of the contract. No claim for extra payment due to any rise in rates of raw material and labour or due to whatsoever reasons shall be considered, not even for extended period of completion.

13 GUARANTEES

13.1 Quality of Work

The contractor shall guarantee that the materials and workmanship are the best of their respective kinds for the service intended and that all items of work will be free from all inherent defects in workmanship and materials. He shall also guarantee that the works will not fail in any respect due to quality of materials, workmanship and methods of construction.

The specifications assume a proper degree of skill on the part of Contractor and workmen employed. The contractor shall consult the Architect or his representative, whenever in his judgment variation in the methods of construction or in the quality of material would be beneficial or necessary to fulfil the guarantee is called for. Such variations may be made by the contractor only when authorized by the architect.

13.2 Rejection

If during the “Period of Guarantee”, any work or material shall fail in any respect to meet the above guarantee, the contractor shall replace such work or material in a condition which will meet the above guarantee, immediately.

13.3 Cost of Execution of work or repair etc.

All work of repair shall be carried out by the contractor at his own expense if the necessity thereof shall in the opinion of the Architect be due to the use of materials or workmanship not in accordance with the contract or on account of neglect or failure on the part of the contractor to comply with any obligation expressed or implied on the contractor's part under the contract.

13.4 Remedy on Contractor's failure to carry out the work required

If the contractor shall fail to do any such work as aforesaid required by the architect the Owner shall be entitled to carry out such work from/through other person, at the contractor's own cost. The Owner shall be entitled to recover from the contractor the cost thereof or may deduct the same from any money due or that may become due to the contractor.

13.5 Certificate of completion of works

On completion of the work, the Contractor shall be furnished with a certificate, but no such certificate be given nor shall the work be considered to have been completed until the contractor shall have removed from the area of the premises (to be distinctly marked by the Architect) in the site plan which, the work shall be executed) all scaffolding, surplus materials and rubbish and clean the dirt from all wood work, doors, windows, walls, floors or other parts of any building, in or on which the work is to be executed, or of which he may have had in possession for the purpose of the execution hereof. If the contractor shall fail to comply with the requirements of the clause as to the removal of scaffolding, surplus materials and rubbish and cleaning off dirt on or before the date fixed for the completion of the work, the architect may at the expense of the contractor remove such scaffolding, surplus materials, and the contractor shall forthwith pay the amount of all expense so incurred, and shall have no claim in respect of any such scaffolding or surplus materials aforesaid, except for any sum actually realized by the sale thereof.

14 TERMINATION OF THE CONTRACT

14.1 Termination of the Contract

If at any time after the commencement of the work the Owner for any reason whatsoever does not require the whole or part work thereof as specified in the tender to be carried out, the Owner shall have the right to terminate the contract and the ICSI shall communicate the termination by giving a notice in writing to the contractor.

The contractor shall have no claim to any payment or compensation whatsoever on account of any profit or advantage, which would have derived from the execution of the work in full, but which he did not derive in consequences the full amount of the work not having been carried out.

The Contractor shall not have any claim or compensation by reason of any alterations having been made in the original specification, or the designs and instruction on which shall involve any containment of the work originally contemplated. However, in case of part cancellation, the Contractor shall be paid such amount as is commensurate to the actual work done by him till such termination notice is received.

14.2 Jurisdiction

The contractor and its operation shall be governed by the law of India for the time being in force, irrespective of the place of delivery of materials the place of execution of work or place of payment under this contract shall be deemed to have been entered into, at NewDelhi.

14.3 Bye Laws of Local Authorities

The contractor shall conform to the provisions of all applicable Government Acts which relate to works and to the regulations and bye laws of any local authorities. The Contractor shall give all such notices required by the said Act or Laws, etc., and pay all fees payable to such authorities and allow for these contingencies in his tendered rates including fees for encroachment, stacking charges, costs of restorations, etc., and all other fees payable to the local authorities. The Contractor shall keep the Owner indemnified against all penalties and liabilities for every breach of any such Act, Rules, Regulations or Bye-laws.

Further the Contractor shall specifically ensure compliance of various applicable Labour Laws/Acts and their re-enactments /amendments/modifications while dealing with the employment of labour.

Safety code, labor welfare Act or rules or any modification thereof any other laws and regulations framed by the Competent Legislative Authorities from time to time.

14.4 Liaising & Co-ordination with Local Municipal Authorities

The Contractor has to liaison and take any clearance, if required, from local authorities of Karnataka / other authorities for approval to start repairing work and during work including Defect Liability Period, if needed. If required, he has to take also any clearance from Fire Service and NOC and completion certificate from fire service. NOC for the already completed works on other floors must be taken by the appointed contractor only. Any sort of modifications / rectifications if required to be done in other floors/otherparts of the building for obtaining the fire clearances / NOC, the same shall be done without any extracost by the appointed contractor only. Only statutory fees will be reimbursed by ICSI.

SECTION VII

SPECIAL CONDITIONS OF THE CONTRACT

SECTION VII – SPECIAL CONDITIONS OF THE CONTRACT

1.1.0 Insurance for Works

The contractor at the time of signing the contract or before commencing the execution of work, without limiting his obligations and responsibilities shall insure the works at his own cost and keep them insured until the virtual completion of the contract against all acts of God including Fire, Theft, Riots, War, Floods etc. with a Nationalized Insurance company in the joint names of the Owner and the contractor (the name of the former being placed first in the policy) for the full amount of the contract. Such policy shall cover the property of the Owner and fees for assessing the claim and in connection with its services generally therein and shall not cover any property of the Contractor or of any sub-contractor or employee.

The contractor shall deposit the policy and receipt for the premiums with the Owner within seven (7) days, from the date of signing of the contract/commencement of the execution of the work or unless otherwise instructed by the Owner. In default of the contractor insuring as provided above, the Owner on his behalf may so insure and may deduct the premiums paid from any moneys due on which may become due to the contractor. The contractor shall as soon as any claim under the policy is settled on the work reinstated by the Insurance office should elect to do so, proceed with all due diligence with, the completion of the works in the same manner as through the misfortune/accident had not occurred and in all respects under the same conditions of the contract. The contractor in case of rebuilding or reimbursement after accident shall be entitled to such extension of time for completion, as the Owner deems fit.

1.1.1 Insurance in respect of damage to persons and property

- a. The contractor shall be responsible for all injury to persons, animals or things and for all structural and decorative damage to property which may arise from the operation or neglect of himself or of any approved sub-contractor's or employees, whether such injury or damage arise from carelessness, accident or any other cause whatsoever in any way connected with the carrying out of this contract. The clause shall be held to include any damage to buildings, whether immediately adjacent or otherwise, and any damage to roads, streets, foot paths, bridges and works forming the subject of this contract by frost or other inclemency of the weather. The contractor shall indemnify the Owner and hold him harmless of damage to persons or property as aforesaid and also in respect of any claims made in respect of injury or damage under any Acts of Government or otherwise and also in respect of any award of compensation of damages consequent on such claims.

- b. The contractor shall reinstate all damages of every sort mentioned in this clause, so as to deliver the whole of the contract works complete and perfect in every respect and so as to make good or otherwise satisfy all claims for damage to the property of third parties.
- c. The contractor shall indemnify the Owner against all claims which may be made against the Owner by any member of the public or other third party in respect of works in consequence thereof and shall at his own expense arrange to effect and maintain, until the virtual completion of the contract, with any Nationalized Insurance company in the joint name of the Owner and the contractor against such risks and deposit such policy or policies with the Owner from time to time during the currency of this contract. The contractor shall similarly indemnify the Owner against all claims which may be made on the Owner whether under the Workman's Compensation Act or any other statute in force during the currency of this contract or at common law in respect of any employee of the contractor or any sub-contractor and shall at his own expenses effect and maintain with an approved office a policy of Insurance in the joint names of the Owner and the contractor against such risks and deposit such policy or policies with the Owner and the contractor against such risks and deposit such policy or policies with the Owner from time to time during the currency of the contract. The contractor shall be responsible for anything which may be excluded from the insurance policies above referred to and also for all other damages to any property arising out of and incidental to the negligent or defective carrying out of this contract. He shall also indemnify the Owner in respect of any costs, charges or expenses arising out of any claim or proceedings and also in respect of any award of or compensation of damages arising there from.
- d. The Owner shall be at liberty and is empowered to deduct the amount of any damages, compensation costs, charges and expenses arising or occurring from or in respect of any such claim or damage from any sum or sums due to or become due to the contractor including the security deposit.
- e. If the contractor fails to comply with the terms of these conditions, the Owner may ensure the works and may deduct the amount of the premiums paid from any moneys that may be or become payable to the contractor or may at the option, not release running payment to the contractor until the contractor shall have complied with the terms of this condition.
- f. Such insurance whether effected by the Owner or the contractor will not limit or bar the liability and obligation of the contractor to deliver the works to the Owner completed in all respects according to the contract. In case of loss or damage due to

any of the aforesaid clause, the moneys payable under any such insurance shall be received and retained by the Owner until the works are finally completed and such moneys shall then be credited to the contractor in final settlement of accounts.

- g. The works shall be executed in close co-ordination with the progress of other work. This being absence of the contract, no claim for idles labor will be entertained.

1.1.2 TYPOGRAPHIC OR CLERICAL ERRORS:

The Architect's/Engineer-in-Charge's clarifications regarding partially omitted particulars or typographical or clerical errors shall be final and binding on the Contractor.

2.0 SCOPE OF CONTRACT:

Water Proofing of Existing Terrace Floor of Premises & Painting of External and Internal Building (Including Boundary Wall) of Institute's Premises at No. 5, 1st Main Road, KSSIDC, Industrial Estate, West of Chord Road, 6th Block, Rajaji Nagar, Bengaluru.

- (i) 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 issued by Institute's Architect for the project "M/s Hue Designs".
- (ii) 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 of any item, approval of samples of materials to be fixed is to be obtained from the Institute.
- (iii) The Contractor shall be provided with a storage space in building (subject to availability and permission of the employer) or else appointed contractor will have to make his own arrangement for storage space for the various materials required for the project and completely responsible for the Security of the same.
- (iv) Proper planning should be made while executing so that minimum disturbance occurs to the working of neighbors. 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.
- (v) Coordination with other agencies who are engaged (if any) for other works in the same place so that work will continue smoothly.
- (vi) 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.
- (vii) Liasoning for required Statutory Compliance Certificates from Local Authorities (Statutory Fees will be paid by the Institute)

3. SCHEDULE OF QUANTITIES:

The Schedule of Quantities unless otherwise stated shall be deemed to have been prepared in accordance with the method of measurements specified in the particular specifications and shall be considered to be approximate. The Owner does not undertake to carry out the whole of work as shown and taken in the schedule of quantities and reserves the right to modify the same or any part thereof. The Contractor shall not be allowed any compensations or damages for the work so omitted or cancelled by the Owner. Each tender item should be filled in with the rates and amounts in separate columns and all the sections should be totaled in order to show the aggregate value of the entire tender. The rates should be filled both in figures and words for each item and in case of discrepancy the rates filled in words shall be considered as correct for the evaluation of tender amount. The initials of the tenderers shall duly attest all corrections in the tender Schedule. Corrections, which are not attested, may entail the rejection of tender.

4. ARCHITECT'S INSTRUCTIONS

The Architects may in their absolute discretion and from time to time, issue further written instructions, details, directions and explanations which are hereafter collectively referred to as "Architect's Instructions" in regard to:

- a) The variations or modifications of the design quality or quantity of works or the addition or omission or substitute of any work.
- b) Any discrepancy in the between the Schedule of Quantities and Specifications.
- c) The removal and / or re-execution or any works executed by the Contractor.
- d) The removal from the site of any material brought there on by the contractor and the Substitution of any other material there from.
- e) The dismissal from the works of any person / persons employed thereon.
- f) The opening for inspection of any work covered. The amending and making good of any defects under clause "Removal of Improper Work and Material".

The Contractor shall forthwith comply and fully execute any work comprised in such Architect's Instructions. Directions and explanations given to the Contractor or his representative on the works by the Architects shall, if involving a variation, be confirmed in writing by the Contractor within 3 days and if not dissented from in writing within further 3 days by the Architect. Such shall be deemed to be the Architect's instructions within the scope of the contract.

If compliance with the Architect's instructions as aforesaid involved work and/or Expenses and/or loss beyond that contemplated by the Contract. Then unless the same were issued owing to some breach of this contract by the Contractors. The Owner shall pay to the Contractor on the Architect's Certificate, the price of the said work (as an extra to be valued as herein after provided) and/or expense and/or loss.

5. SUFFICIENCY OF SCHEDULE OF QUANTITIES:

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 prices stated in the Schedule of Quantities and/or the Schedule of Rate and Prices, which rates and prices shall cover all their obligations under the contract, and all matters and things necessary for the proper completion of the works.

6. ERRORS IN SCHEDULE OF QUANTITIES:

Should any error appear in the Schedule of Quantities, other than in the Contractor's prices and calculations, it shall be rectified, and such rectification shall not vitiate the contract but shall constitute a variation of the Contract and be dealt with as an authorized extra or deduction.

7. CONTRACTOR TO PROVIDE EVERYTHING NECESSARY

The contractor shall provide everything necessary for the proper execution of works according to the true intent and meaning of the, General conditions; specifications and Schedule of Quantities taken together whether the same may or may not be particularly shown or described therein, provided that the same can reasonably be inferred therefrom and if the Contractor finds any discrepancy in the, general conditions, specifications and Schedule of Quantities. He shall immediately refer the same in writing to the Architect, who shall decide in consultation with the Owner which shall be followed and their decisions shall be final and binding in the matter.

The Contractor shall supply, fix and maintain at his own cost, during the execution of any works, all necessary centering; scaffolding, staging, planking, strutting, hoarding, watching and lighting by night as well as by day required not only for the proper execution and protection of the said works, but also for the protection of the public and the safety of any adjacent roads, streets, collars, vaults, pavements, walls, houses, buildings and other erections, matters or things. The Contractor shall take down and remove any or all such centering, scaffolding, staging, planking, strutting, etc. as occasion shall require or when ordered so to do and shall fully reinstate at his own cost and make good all the matters and things disturbed during the execution of the works to the satisfaction of the Architect.

8. AUTHORITIES, NOTICES, PATENT, RIGHTS AND ROYALTIES:

The contractor shall conform to the provisions of the statutes relating to the works, and to the Regulation and bye-laws of any local authority, and or any water, lighting and other Companies and / or Authorities with whose systems and the executed works building proposed to be connected, and shall before making any variation in specifications. That may be necessitated, by so conforming give to the Architect written notice with a copy to the Owner specifying the variations proposed to be made and the reason for the making it and apply for instruction thereon. In case, the contractor shall not within ten days receive such instructions, he shall proceed with the work conforming with the provision's regulations or bye-laws in Question.

The Contractor shall bring to the attention of the architect all notices required by the said acts, regulations or bye-laws to be given to any Authority, and pay to such Authority or to any Public Officer all fees that may be properly chargeable in respect of the works and lodge the receipts with the Architect/Owner.

The Contractor shall indemnify the Owner against all claims in respect of patent rights designs, trademarks or name of other projected rights in respect of any work or material used for or in connection with the works or temporary works and from and against all claims, demands, proceedings damages, costs, charges and expenses whatsoever in respect thereof or in relation

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

9. MATERIAL AND WORKMANSHIP TO CONFORM TO DESCRIPTION:

All materials and workmanship shall, as far as procurable be of the respective kinds specified in the Schedule of Quantities and/or specifications and in accordance with the Architects instructions and the Contractor shall on the request of the Architect's furnish to them all invoices, accounts, receipts and the other vouchers to prove that the materials comply therewith. The contractor shall at his own cost arrange for and / or carry any test of any materials which the Architect and l or Owner may require.

It will always be the responsibility of the Contractor to select and obtain all materials of good quality from the manufacturers without having any manufacturing defect there

10. THE SETTING OUT

The Contractor shall at his own expense set out the works accurately in accordance with plans and to the complete satisfaction of the Architect/Owner. The Contractor shall be solely responsible for the true and perfect setting out of the same and for the correctness of the positions, levels, dimensions, and alignment of all parts thereof. If at any time any error in the respect shall appear during the progress or on completion of any part of the work. The Contractor shall at his cost rectify such error if called on to do so to the satisfaction of the Architect and the Owner. The Architect and/or his representatives shall from time to time inspect the work. But such inspections shall not exonerate the Contractor in any way from his obligations to remedy any defects at his own cost which may be found exist at any stage of the work or after the same is completed.

11. The Contractor shall be solely responsible at all times for the use of good quality materials and for doing good workmanship even though the, Owner/Architects have failed to bring to his notice during their inspection of works about use of some defective materials, and bad workmanship during the execution of the works and after completion of the works. In all cases of faulty execution and finish of the works due to use of faulty, defective and inferior materials, used in the works and due to their bad workmanship Contractor shall be liable for the payment towards damages to the Owner as ascertained by the Architect/Owner and/or he shall have to rectify the same works at his cost.

12. OPENING WORKS:

The Contractor shall notify the Architect in writing for their inspections of such works/, items to ensure that the same is executed as per specifications or which required to be' measured before covering/concealing the same. After notifying the Architect, he shall await instructions, which shall be given within three days of receipt of such notice. If the Contractor covers the work, before he has notified to reinstate all work that may subsequently be, at any time, damaged, on account of any defect or insufficiency of the specifications. The Contractor shall at the request of the architect, within such time as the Architect so desires open for inspection any such work, and should the

contractor refuse or neglect, to comply with such request, the Owner, through the Architect may employ other workmen to open the same. If the said work has been covered in contravention of the Architect's instructions, or if, on being opened. it be found in accordance with the specifications, or the instructions of the Architect, the expenses of such other workmen shall be borne by and recoverable from the contractor, or may be deducted from any amount due or which may become due to the contractor. If the work has been covered after being approved by the Architects/ Owner's representatives and is uncovered subsequently and be found in accordance with the said specifications and instructions, then the expenses aforesaid shall be borne by the Owner and be added to the contract sum provided always that in the case of any urgent work so opened and requiring immediate attention, the Architect shall within three days after receipt of the written notice from the Contractor that the work has been opened, make or cause the inspection thereof to be made, and at the expiration of such time if such inspection shall not have been made, the contractor may cover the same and shall not be required to open it again, except at the expense of Owner.

13. CONTRACTOR'S SUPERINTENDENCE & REPRESENTATIVE ON WORKS:

13.1 The contractor shall give all necessary personal superintendence during the execution of the works and so long thereafter as the Architect may consider it necessary until the expiration of the "Defects Liability period" as stated in the contract. The Contractor shall meet the Architect or their/his representatives whenever required and so informed by the Architect.

The contractor shall maintain and be represented-on site, at his own cost at all times while the work is in progress, by an experienced and qualified Civil Engineer, approved by the Architect and who must thoroughly understand all the trades entailed and be constantly in attendance while the men are at work. The contract's Engineer appointed at the site shall not be removed from the work without the written consent of the Architects / Owner. Any directions explanations, instruction or notices given by the Architect / Owner to such representative shall be deemed to the given to the contractor and shall be binding as such on the contractor.

13.2 The contractor shall give all necessary personal superintendence during the execution of the works and so long thereafter as the Architect may consider it necessary until the expiration of the "Defects Liability period" as stated in the contract. The Contractor shall meet the Architect or their/his representatives whenever required and so informed by the Architect.

The contractor shall maintain and the represented-on site, at his own cost at all times while the work is in progress, by an experienced and qualified Electrical Engineer, approved by the Architect and who must thoroughly understand all the trades entailed and be constantly in attendance while the men are at work. The contract's Engineer appointed at the site shall not be removed from the work without the written consent of the Architects / Owner. Any directions explanations, instruction or notices given by the Architect / Owner to such representative shall be deemed to the given to the contractor and shall be binding as such on the contractor.

14. DISMISSAL OF WORKMEN

The contractor shall on the request of the Architect/ Owner immediately dismiss from the works any

person employed thereon who may, in the opinion of the Architect or of the Owner, be unsuitable or incompetent or who may misconduct himself, and such person shall not again be Owner or allowed on the works without the permission of the Architect/Owner as the case may be. The Architects or the Owner shall not enter into correspondence for stating the reason for dismissal of such workman.

15. SUB-CONTRACTORS

All Specialists, Merchants, Tradesmen and others executing any work of supplying and or fixing any goods for which prime cost prices or provisional sums are included in the Schedule of Quantities and /or Specifications, who may be nominated or selected by the architect are hereby declared to be subcontractors employed by the contractor, are herein referred to as nominated subcontractors.

No nominated subcontractors shall be employed on in connection with the works against whom the contractor shall make reasonable objection or (save Where the Architects and Contractors otherwise agree) who will not enter into a contractor providing:

a) The nominated sub-Contractors shall indemnify the contractor/ Owner against the same obligations in respect of the subcontract as the contractor is bound under this contract for performance of his obligations with the Owner.

b) The nominated subcontractors shall indemnify the contractor against claims in respect of any negligence by the sub-contractor, his servants or agents or any misuse by him or them of any scaffolding or other plant, the property of the contractor or under any workman's compensation Act in force.

c) Payment shall be made to the nominated sub-contractor within 14 days of receipt of the Architect's Certificate: provided that before any Certificate is issued, the Contractor shall on request furnish to the Architect proof that a nominated sub- Contractor's account included in the previous certificates have been duly discharged. If, however the Owner is called on to make such payments, the same may be done on a Certificate of the Architect and deduct the amount thereof from sums due or which may become due to the Contractor.

16. UNFIXED MATERIAL

When any materials intended for the works shall have been placed at site by the contractor, such materials shall not be removed there from (except for the purpose of being used on the works) without the written authority of the architect and when the contractor shall have received payment in respect of any Certificate in which the Architect shall have stated that he has taken into account the value of such unfixed materials on the works such materials shall become the property of the Owner and the contractor shall be liable for any loss or damage to any such materials. The payment certified against value of any unfixed materials shall not in any way exonerate the contractor from his obligation the supply of good, quality materials, which may be found to exist at any stage of work even after the same is completed.

17. REMOVAL OF IMPROPER WORK AND MATERIAL

The Architects shall during the progress of the works, have power to order in writing from time to

time the removal from the works, within such reasonable time/ times, as may be specified in the order, of any materials which in the opinion of the Architect are not accordance with the specifications or the instructions of the Architect, and the substitution of proper materials and the removal and proper re-execution of any work, which has been executed with materials or workman ship, not in accordance with the specification or instructions, and the contractor shall forthwith carry out such orders at his own cost, In case of default on the part of the contractor to carryout such orders, the Owner shall have to employ and pay other persons to carry out the same and all expense consequent thereon or incidental thereto shall be borne by the Contractor and shall be recovered or may be deducted by the Architects/Owner from any money due or nay become due to the contractor.

In lieu of correcting work not done in accordance with the contract, the Architect may allow such work to remain and, in that case, may make allowance for the difference in value together with such further allowance for damage to the Owner, as his option may be reasonable.

18. CERTIFICATE OF VIRTUAL COMPLETION:

The Contractor shall intimate in writing to the Architect as and when the works are complete in all respects in order to enable the Architect to intimate the Owner to take possession of the same. The works shall not be considered as virtually completed, until the Architect have carried in writing that the same have been 'Virtually complied'.

The defects liability period shall commence from the date of such Virtual Completion Certificate.

19. OTHER PERSONS ENGAGED BY THE OWNER:

The Owner reserves the right to use the premises and any portions of the site for the execution of any work not included in this contract which he may desire to have carried out by other persons, and the Contractor is to allow all reasonable facilities for the execution of such work, but is not required to provide any plant or materials for the execution of such work, except by special arrangement with the Owner. Such work shall be carried out in such a manner as not to impede the progress of the works included in the Contract, and the Contractor shall not be responsible for any damage or delay which may happen to or be occasioned by such work.

20. INSURANCE IN RESPECT OF DAMAGE TO PERSONS AND PROPERTY:

The contractor shall be responsible for all injury to persons. Property or things and for all structural and decorative damage to property which may arise from operation or neglect or default of himself or any Sub-Contractor or of any of his or a Sub- Contractor's employees, whether such injury or damage may arise from carelessness, accident or any other cause whatever in any way connected with the carrying out of this Contract. The Contractor shall report serious accidents to any person working at site including visitors whenever occurring at site of the work, to the Architects / Owner. This clause be held to include, interlace any damage to buildings, whether immediately adjacent any otherwise, any damage to roads, streets, footpaths, bridges, or ways otherwise any damages caused to the buildings and works forming the subject of this contract by frost or other inclement weather. The Contractor indemnify the Owner and hold him harmless in respect of all and any expenses arising from any such injury or damage to persons or property as aforesaid and also in respect of any claim

made in respect in injury or damage under any Acts of Governments or otherwise, and also in respect of any award of compensation or damages consequent on such claim.

The Contractor shall make good all damages of every sort mentioned in this clause, so as to deliver the whole of the Contract works complete and perfect in every respect and so as to make good or otherwise satisfy all claims for damage to the property of third parties.

The Contractor shall indemnify the Owner against all claims which may be made against the Owner by his employees or by any member of the public or other third party in respect of anything which may arise in respect of the works or in consequence thereof and shall at his own cost, effect and maintain until the Virtual Completion of the contract with an approved office, a policy of

Insurance in the joint names of the Owner and the contractor against such risks and deposit such Policy or Policies with the architect on the signing of the contract.. The contract shall also indemnify the Owner against all claims which may be made to the Owner whether under the workmen's compensation Act or any other Statute in force during the currency of this contract or at Common Law in respect of any employee of the Contractor or of any Sub- Contractor and shall at his own expense effect and maintain until the Virtual completion of the Contract, with an approved office a Policy of Insurance in the joint names of the Owner and the Contractor against such risks and deposit such policy or policies with the Architects from time to time, during the currency of contract. In default of the contractor ensuring the premiums paid from any money due or which may become due to the contractor.

The contractor shall be responsible for anything which may be excluded from the Insurance Policies above referred to and also for all other damages to any property arising out of and incidental to the negligent or defective carrying out of this contract however such damage may be caused.

The contractor shall also indemnify the Owner in respect of any costs, charges or expenses arising out of any claim or proceeding and also in respect of any award or compensation of damages arising therefrom.

The Owner shall be at liberty and is hereby empowered to deduct the amount of any damages. Compensations, costs, charges and expenses arising or occurring from or in respect of any such claims or damages from any sums due or to become due to the Contractor against his pending or future bills.

21. FIRE INSURANCE

a) The Contractor shall at the time of signing the contract insure the works and keep them insured until the virtual completion of the contract, against loss or damage by fire and all natural calamities and against all other risks in an office to be approved by the Owner in the joint names of the Owner and Contractor (the name of the former being placed first in the policy) for the full amount of the contract and for further sum if called on 'to do so by the Architect, the premium of such further sum being allowed to the Contractor as an authorized extra.

Such policy shall cover the property of the Owner only, and shall not cover any property of the Contractor or of any sub-contractor or employees. The contractor shall deposit the policy and receipts

for the premiums with the Owner within 10 days from the date of signing the Contract. In default of the Contractor insuring as provided above. The Owner on his behalf may so insure and may deduct the premiums paid from any money due or which may become due to the contractor. The Contractor shall as soon as the claim under the policy is settled, or the work reinstated by the Insurance Office should they elect to do so proceed with all due diligence with the completion of the works in the same manner as though the fire had not occurred and in all respects under the same conditions of contract/Work Order. The Contractor in case, of rebuilding or reinstatement after fire, shall be entitled to such extension of time for completion as the architect deems fit in consultation with the owner.

b) The amount so due as aforesaid shall be the total value of the works duly executed and of the contract materials and goods delivered on the site for use in the works to and including a date not more than seven days prior to the date of the said Certificate less the amount to be retained by the Owner (as hereinafter provided) and less any installments previously paid under this clause. Provided that such Certificates shall only include the value of the said materials and goods as and from time as they are reasonably properly and not prematurely brought on the site and then only if property stored and /or protected against weather.

22. PAYMENT OF WAGES OF LABOUR BY THE CONTRACTOR

The contractor shall pay to the labor engaged by him in connection with work directly or indirectly through sub-contractors, wages not less than the minimum fixed by the appropriate. Governments Authorities under minimum wages Act, 1946, as amended and shall duly and properly comply with or ensure compliance with, a legislation laws, rules or regulations relating to the Employment of labor. The Contractor shall be liable for any damages or loss caused to the Owner by violation of the provisions of this clause. A violation of this clause shall also be deemed to be a breach of Contract. If the Owner is called on to make any payment towards wages etc. of the labor employed by the Contractor, the same will be done from the outstanding payments against pending or future bills of the Contractor.

The contractor shall be solely responsible for the labor/ personnel employed and that the personnel provided by the contractor shall and will not make any claim to become employees of the Owner and that there will be no Employee and Owner relationship between the personnel engaged by the Contractor and the Owner.

The Contractor shall be fully responsible for timely monthly payment of wages and any other dues to the personnel deployed by the Contractor by 7th of every month in presence of official of the Owner, deputed for this specific purpose.

Further the Contractor while submitting their bill for payment shall solely and also be responsible to submit documentary evidence of having submitted ESI and EPF amount (both Owner's and employee's contribution) in the respective account of the worker for the period for which bill is raised, copies of challans and worker's permanent ESI account card/certificate.

23. FAILURE BY CONTRACTOR TO COMPLY WITH ARCHITECT'S/OWNER'S INSTRUCTION:

If the Contractor after receipt of writing notice from the Architect requiring compliance with such further Architect's instructions, fails within seven days to comply with the same, the Architect may with consent of the ICSI employ and pay other persons to execute any such work

whatsoever as may be necessary to give effect thereto and all costs incurred in connection therewith shall be recoverable from the Contractors by the Owner on a Certificate by the Architect as a debit or may be deducted by him from any moneys due or which may become due to the Contractor.

24. If there are any discrepancies omission and errors in meaning or the actual contents of each item of Schedule of Quantities and other conditions of all the tender documents. the reasoning, the opinion and decision given by the Architect shall be taken as final and binding on both parties without any further appeal.

25. SUSPENSION OF WORKS:

If the Contractor, except on account of any legal restraint on the Owner preventing the continuance of the works or on account of any of the causes mentioned in the Clause "Extension of Time", shall suspend works or in the opinion of the Architects, shall neglect fail to proceed with due diligence in the performance of his part of the Contract or if he shall more than once make default in the respects mentioned in the relevant clause (removal of improper work and materials), the Owner through the Architect shall have the power to give notice in writing to the Contractor requiring that the works be proceeded within a reasonable manner, and with reasonable dispatch, such notice shall not be unreasonably given and must signify that it purports to be a notice under the provisions of this clause and must specify the acts or defaults on the part of the Contractor on which it is based. After such notice shall have been given, the Contractor shall not remove the site of works or from any ground contiguous there to any plant or materials belonging to him which shall have been placed thereon for the purpose of the work and the Owner shall have lien on such plants and materials to subsist from date of such notice being given until the notice shall have been complied with. Provided always that such Hen shall not under any circumstance subsist after the expiration of 30 (thirty) days from the date of such notice given, unless the Owner shall have entered on and taken possession of the works and site as hereinafter provided.

If the Contractor shall fail seven days after such notice has been given, to proceed with the works as therein prescribed, the Owner may enter on and take possession of works and site, and of all such plants and materials thereon intended to be used for the works, and the Owner shall retain and hold a been on all such plants and materials until the work shall have been completed under powers hereinafter conferred on him.

If the Owner shall exercise the above power, he may engage any other person to complete the works and exclude the Contractor his agents and servants from entry on or access to the same, except that the Contractor or any person appointed in writing may have access at all times during the progress of the works to inspect, survey and measure the works. Such written appointments or a copy thereof shall be delivered to the Architects before the person appointed comes on to the works and the Owner

shall take such steps as in the opinion of the Architect may be reasonably necessary for completing the works, without undue delay of expense using for that purpose the plant and materials above mentioned in so far so they are suitable and adapted to such use.

On the completion of the works, the Architect shall certify the amount of the expenses properly incurred consequent and incidental to the default of the Contractor as aforesaid and in completing the works by other persons.

Should the amount so certified as the expenses properly incurred be less than the amount which should have been due to the Contractor on the Completion of the works by him, the difference shall be paid to the Contractor by the Owner should the amount of the former exceed the latter, the difference shall be paid by the Contractor to the Owner. The Owner shall not be liable to make any further payments or compensations to the Contractor for or on account of the proper use of the plant for the completion of the works under the provision herein before mentioned other than such payments as is included in the Contract.

After the works shall have been so completed by persons other than the contractor, under the provisions herein before contained, the Architect shall give notice to the contractor to remove his plant and all surplus materials as may not have been used in the completion of the works from the site. If such plant and materials are not removed within a period of 14 days after the notice shall have been given, the Owner may remove and sell the same, holding the proceeding loss the cost of the removal and sale to the credit of the Contractor. The Owner shall not be responsible for any loss sustained by the Contractor from the sale of the plant and materials etc. in the event of the Contractor not removing it after notice.

26. PRIME COST AND PROVISIONAL SUMS:

- a) Where 'Prime Cost (P.C.) prices or provisions sums of money are provided for any goods or works in the specifications or Schedule of Quantities, the same are exclusive of any trade discounts, or allowances, discount for cash or profit which the Contractor may require and for carriage and fixing.
- b) All goods or work for which prime cost prices or provisional sums of money are provided may be selected or ordered from any manufacturers or firms, at the discretion of the Architect or the Owner. The Owner reserves to himself the right of paying directly for any such goods or work and the Architect may deduct the said prices or sums from the amount of the Contract. Should any good or works for which prime cost prices or provisional sums are provided or portions of same shall not be required, such prices or sums, together with the profits allowed for the same and such additional amount as the contractor may have allowed for carriage and fixing will be deducted in full from the amount of the Contract. Whether the goods be ordered by the Contractor or otherwise the Contractor shall, at his own cost fix the same, if called on to do so, and the Contractor shall also receive and sign for such goods and be responsible for their safe custody as and from the date of their delivery on the works.
- c) In case in which provisional quantities of materials are contained in the Contract, the Contractor shall provide such materials to such amounts or to greater or lesser amounts as the Architect shall direct in writing at the net rates at which he shall have priced such items

in his Schedule of Quantities. Should, however, any such items be entirely omitted, which omissions shall be at the Architect's discretion, no profit on such items shall be allowed to the Contractor.

- d) No Prime cost sum or sums (or any portion thereof) shall be included in any certificate for payment to the Contractor until the receipted accounts relating to them have been produced by the Contractor to the Architect. Such accounts shall show all discounts and any sum or sums in respect of such discounts shall be treated as a trade discount. Provided always, that should the Contractor in lieu of producing such receipted accounts, request the Architect in writing to issue a certificate on the Owner for such sum or sums due either on account or in settlement to a sub-contractor direct, the Architect shall, on satisfying himself that the sub-contractor is entitled to the same, to issue the certificate and sum or sums be deducted from the amount of the Contractor, at the settlement of accounts and any profit or sum to which the Contractor is properly entitled, in respect of such sub-contract, and which is in conformity with the terms of contract as though the amount of such certificates, to the sub-contractor had been included in a certificate drawn in favour of the Contractor.
- e) If the Contractor neither produces the receipt nor give authority to the Architect to issue a certificate in favor of such sub-contractor direct, the Architect may on giving the Contractor seven days' notice in writing of his intention to do so, issue to the sub- contractor such certificate direct to the Owner and obtain a receipt from the sub-contractor which receipt shall he deemed a discharged for the amount, of such certificate as thought, given by the contractor In such event, the Contractor shall not be allowed any profit he may have added in the Schedule of Quantities on such subcontract,
- f) The exercise of the option referred to herein-before by the Contractor and the issue of Certificate, as before described to sub-contractor on the Contractor's request or the issue to the sub-contractor direct of certificates by the Architect, shall not, however, relieve the Contractor from any of the liabilities in respect of insufficient, faulty or incomplete work of the sub-contractor for which he may be liable under the terms of the contract.
- g) If any provisional items are provided for work of a nature usually carried out by the Contractor in the ordinary course of their business, the Owner shall give the Contractor an opportunity of tendering for the same without prejudice to the Owner's right to reject the lowest or any tender.

27. CERTIFICATES AND PAYMENTS:

The Contractor shall be paid by the Owner from time to time, by installments under Interim Certificates to be issued by the Architect on the bills submitted by the Contractor in the Performa prescribed by the Architect/Owner on account of the work executed when in the opinion of the Architect, work to the approximate value, named in the Appendix as 'Value of Work for Interim Certificates (or less at the reasonable discretion of the Architects) has been executed in accordance with this Contract. The Payment shall, however, to a retention of the percentage of such value named in the Appendix hereto mentioned as 'Retention Percentage until the total amount, retained shall reach the sum named in the appendix as 'Total Retention Money' after which time the installments shall be to the full value of the work subsequently so executed. The Architects may in their discretion include such amount, as they may consider proper on account of materials delivered on the site by

the Contractor for use in the work.

And when the works have been virtually completed and the Architect shall have certified in writing that they have been completed. The Contractor shall be paid by the Owner in accordance with the Certificate to be issued by the Architect the sum of money named in the Appendix as 'Installment after Virtual Completion', being a part of the said Total Retention Money.

The Contractor shall be entitled to the payment of the final balance in accordance with the final certificate to be issued in writing by the Architect/ Owner at the expiration of the period referred to as 'The Defects Liability Period' in the Appendix hereto from the date of Virtual Completion or as soon after the expiration of such period as the works shall have been finally completed and all defects made good according to the true intent and meaning hereof, whichever shall happen, provided always that the issue by the Architect of any certificate during the progress of the works or at or after the completion shall not relieve the Contractor from his liabilities in cases of fraud, dishonesty or fraudulent concealment relating to the works or materials or any matter dealt with in the certificate, and in case of all defects and insufficiency in the works or materials which reasonable examination would not have disclosed. No certificate of the Architect shall of itself be conclusive evidence that any works or materials to which it relates are in accordance with the contract.

The Architect shall have power to withhold any Certificate if any works or any parts thereof are not being carried out to his satisfaction. The Architect may by any certificate make any correction in any previous certificate, which shall have been issued by him.

All efforts shall be made so that invariably the payment on the Architect's Certificates is made within the period named in the Appendix as Period of Honoring of Certificates after such certificates have been delivered to the Owner. Notwithstanding the aforesaid, the Owner shall have a right to withhold payment of pending or future bills of the Contractor if there is any demand from his workers for payment of wages etc. which he is legally bound to pay, and adjust, the same against such bills and release the balance amount, if any, to him.

28. NOTICE IN WRITING:

Written Notices for the Owner, the Architect, or the Contractor may be served personally or otherwise proved to have been received or sent by registered post to the last known place of abode or business of the party to whom the same is to be given or in the case of a Company or Corporation, Notices may be served at or sent by registered post or e-mail to the Registered Offices of the Company or Corporation.

Any notice sent by registered post shall be deemed to be served at the time, when in the ordinary course of post, it would be delivered.

For any dispute as regards valuing, the final amount to be paid to the contractor in connection with the Contractor's final bill, amount and value of the all-authorized extra items, the decisions of the Architects shall be considered as absolute, final and binding to both the parties without any further appeal.

That the responsibility of procuring various items of materials which will require to be incorporated in the works will be that of the Contractor. No material for incorporation of the work including

Cement shall be issued to the Contractor by the Owner.

The Contractor shall indemnify the Owner against any loss caused (at any time during the execution of the said works, or during the Defects liability Period after completion of the said works), on account of defective workmanship in works and on account of use of the materials which are not as per Specification in the said works referred to in this Contract, even though they received the payments from the Owner against the same works.

29. MATTERS TO BE FINALLY DETERMINED BY THE ICSI IN CONSULTATION TO THE ARCHITECT.

The ICSI'S decision opinion, direction certificate (except for payment) with respect to all or any of the matters mentioned under this Work Order/LOI shall be treated as final.

30. SETTLEMENT OF DISPUTES AND DIFFERENCES:

Any dispute, difference, controversy or claim ("Dispute") arising between the Parties out of or in relation to or in connection with this Tender / Contract, or the breach, termination, effect, validity, interpretation or application of this Tender / Contract or as to their rights, duties or liabilities hereunder, shall be addressed for mutual resolution by the authorized official of the parties. If, for any reason, such Dispute cannot be resolved amicably by the Parties, the same shall be referred to the sole arbitrator to be appointed mutually by both the 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 at New Delhi. The cost of the Arbitration proceedings shall be shared equally by both the parties. The language of the arbitration and the award shall be English. The decision / award of the arbitrator shall be final and binding.

31. SERVICE OF NOTICE TO CONTRACTOR:

Any notice to be given to the Contractor under the terms of the contract shall be served by sending the same by post/ e-mail or leaving the same at the address of the Contractor as shown on the tender form.

32. SERVICE OF NOTICE ON OWNER:

Any notice to be given to the Owner under the terms of the contract shall be served by sending the same by post to or leaving the same at the Owner's registered office.

33. PRICES ARE FIRM AND NOT SUBJECT TO ANY VARIATION:

All rates and prices in this contract are firm for the entire period of the contract. No price escalation or de-escalation or adjustment to the contract price or rates of item shall be made in respect of any increase or decrease after the submission and/or acceptance of tender, in the prevailing market rates of labor or materials etc. on account of any reason, statutory or otherwise, which may result in an increase or decrease of the cost in carrying out the work.

The accepted Work Order/BOQ rates for various items are taken as including all the above and firm for the entire period of the contract.

All liabilities that may arise due to any statutory increase in the cost of labour and/or material shall be borne by the Contractor till the entire completion of work and nothing extra shall be paid.

34. WATER & ELECTRICITY:

Water & Electricity required for the work will be provided at a single point by Owner free of cost. However, the Contractor shall make his own arrangements for the required distribution for work meeting the safety regulation as per statutory requirement. Backup power in the form of DG set may be arranged by the contractor, if required.

35. PROVIDENT FUND AND E.S.I.C.

The contractor shall bear full liability for payments under provident fund and employees State Insurance Scheme and other labor laws for his workers and staff.

36. MEASUREMENTS OF WORKS:

The Architects/Owner may from time to time intimate the Contractor that they require the works to be measured jointly and the contractor shall forthwith attend or send a qualified agent to assist the Architects/Owner or their representatives in taking such measurements and calculations and to furnish all particulars or give all assistance required by either of them.

Should the contractor not attend or neglect or omit to send such an agent then the measurements taken by the Architects/Owner shall be taken to be correct measurements of the works- The measurements. Unless otherwise stated, shall be taken in accordance with the 'method of measurements' mentioned in the particular specifications. In case of any dispute arises in the 'Method of measurements' then the final decision given by the Architects regarding the method of measurement shall be Taken to be correct and final by the Contractor and the Owner.

The contractor or his agent may at the time of measurement take such notes and measurements as he may require. The base of measurements would be taken from CPWD manuals.

All authorized extra works, omissions and all variations made without the Architect's knowledge, if substantially sanctioned by him in writing shall be included in such measurements.

37. In case of failure to supply the goods / services of the ordered quantity/ specifications / quality in the time schedule and at the agreed rates, the Owner 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 adjusted with the Retention Money / Security deposit of the Contractor or recovered from the Contractor. Further, if the supplied items are not in accordance with the ordered items, then the Owner 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 Employee on this account shall be adjusted with the Retention Money / Security deposit of the Contractor.

38. Blacklisting –

Tenderer would be also be liable to be black-listed under following circumstances: -

- Giving false, misleading or fake information / document in the tender / bid;
- Withdrawing the bid after opening of the financial bids;
- Refusal to accept Work / Purchase Order at the quoted prices;
- Failure to supply goods of the ordered quantity / quality / specifications at the agreed rates within the time schedule;
- Adoption of any unethical or illegal practices;
- Any other justified reason.

SECTION – VIII
LIST OF APPROVED MAKES

A. LIST OF APPROVED WATER PROOF WORK MAKES OF ITEMS

Makes List: Fosroc, Sika, Pidilite, BASF

B. LIST OF APPROVED PAINTING WORK MAKES OF ITEMS

Makes list: Asian paints, Nerolac, Berger, ICI Dulux

C. LIST OF APPROVED MAKES FOR WOOD POLISH FOR WINDOWS AND DOORS

Makes List: Asian Paints, Nerolac, Berger, ICI Dulux
