

# **IRCON INTERNATIONAL LIMITED**

**Tender Document**

**For**

**CONSULTANCY SERVICES FOR – ARCHITECTURAL,  
STRUCTURAL, ELECTRICAL, MECHANICAL, HVAC,  
ACOUSTICS AND OTHER SERVICES RELATED TO  
NEW INDOOR SPORTS COMPLEX AT GHOLSAPUR  
(Behala), KOLKATA**

***Tender No.***

***IRCON/RO/TENDER/STADIUM CONSULTANCY/02***

**PACKET- I**

**TECHNICAL BID**

**NOVEMBER 2009**

**IRCON INTERNATIONAL LIMITED**

**METRO RAILWAY SERVICE BUILDING, 4<sup>TH</sup> FLOOR,  
56 C.R. AVENUE, KOLKATA-700012**

**PHONE-FAX:+91-33-22254860**

**E-mail: [irconcal@dataone.in](mailto:irconcal@dataone.in)**

# IRCON INTERNATIONAL LIMITED

- 1 Name of the work : **CONSULTANCY SERVICES FOR – ARCHITECTURAL, STRUCTURAL, ELECTRICAL, MECHANICAL, HVAC, ACOUSTICS AND OTHER SERVICES RELATED TO NEW INDOOR SPORTS COMPLEX AT GHOLSAPUR (Behala), KOLKATA**
  - 2 Tender issued to : **M/s**
  - 3 Sr. No. of the tender issued :
  - 4 Officer issuing the Tender Document :
- Signature :  
Name :  
Designation :  
Date :

**This tender Document is Non- Transferable**

# TENDER DOCUMENTS

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## **SECTION – 1**

# **NOTICE INVITING TENDER**

# NOTICE INVITING TENDER

**Tender No. IRCON/RO/TENDER/STADIUM CONSULTANCY/02 Dated 21.11.09**

**1.0** IRCON INTERNATIONAL LIMITED (IRCON), Metro Railway Service Building, 4<sup>th</sup> Floor, 56 C.R. Avenue, Kolkata-700012 , invites sealed tenders in two packet system on prescribed forms from bonafide firms/companies having requisite experience and financial capacity for execution of the following work:-

<b>Sr. No.</b>	<b>Name of Work</b>	<b>Earnest Money (Rs)</b>	<b>Completion Period</b>
1	<b>CONSULTANCY SERVICES FOR – ARCHITECTURAL, STRUCTURAL, ELECTRICAL, MECHANICAL, HVAC, ACOUSTICS AND OTHER SERVICES RELATED TO NEW INDOOR SPORTS COMPLEX AT GHOLSAPUR (Behala), KOLKATA</b>	<b>16000.00</b>	<b>16 months</b>

## **2.0 SCOPE OF WORK**

**An indoor sports complex at Gholsapur (Behala) in Kolkata**, is to be planned on the available land adjoining existing cricket ground by shifting some of the existing structures.

- 2.1 Site Plans can be seen in the office of GM (East), IRCON, 4<sup>th</sup> floor, Metro Railway service building, 56, CR Avenue, Kolkata. The proposed structures shall be planned and designed in accordance with Local Statutory regulations etc, Other regulations/parameters laid down for the area with all civic amenities and will be as per the instructions of Engineer-in-Charge.
- 2.2 The planning of building/structures etc. should be aesthetically sound, having pleasing effect and properly oriented. While planning, prevailing Local/State/District/Corporation/Municipal Bye-laws etc. should be strictly followed and height stipulation etc.. The scheme as a whole should be fully integrated with existing infrastructure.
- 2.3 The Consultant is required to develop the overall preliminary Master Plan for the total site showing locations of the various buildings/structures, augmentation of services etc. The scope also covers making out detailed General Arrangements Drawings, architectural & interior utility area drawings, getting approvals thereof and preparation of detailed structural designs & drawings and cost estimate as per the approved plans. The Consultant is required to design the units with various alternatives in association with IRCON/Eastern Railway for the layouts decided by IRCON/Eastern Railway and get it approved from all Statutory Authorities as required.
- 2.4 The scope of work for the Consultant shall include survey, collecting details of existing services, for design inputs, planning &

development of Master Layout Plan for entire Complex along with associated services keeping details given by IRCON arising out from discussions with IRCON/Eastern Railway as base. Soil investigation data will be provided by IRCON. However, the detailed construction drawings, cost estimates and tender documents will be prepared by the Consultant after approval of the final concept scheme including planning of layout, unit design, its elevations and other services etc. Works associated with the services like water supply, sewerage, road, drainage, area development, landscaping, internal & external electrical works, HVAC, Acoustics, communication, fire fighting, sewerage treatment plant (if required) or Septic Tank/s, overhead water tank/s & water softening plants (if required), rain water harvesting etc., has to be planned and designed for total requirement including expansions, if any, and the work only to the extent necessary shall be taken up for construction. Any changes, if required, in the approved concept designs to be done without any additional fee.

- 2.5 The Layout Plan should also include separately the detailed floor layout plans indicating various utilities in the best possible manner.
- 2.6 The construction of the sports complex including all associated services should be developed in modular concept.
- 2.7 The Consultant in line with Local Bye-Laws shall plan the Building and facilities so as to take care of natural light and ventilation also.
- 2.8 The Consultant is required to provide all necessary detailed design & drawings as may be required for successful completion of the project. Detailed cost estimate of the individual works, detailed specifications and tender document shall also be prepared by the consultant keeping in mind IRCON's General Conditions of Contract within the reasonable time period decided by the Engineer-in-charge.
- 2.9 The physical execution/construction shall be done by the agency (s) engaged separately by IRCON.
- 2.10 Attending meetings and follow up meetings with IRCON/Eastern Railway in connection with the above work at work site/office till the concept drawings are approved.
- 2.11 Visits to Construction site at his own cost at the time of execution of key activities on the request of Engineer-in-charge. The consultant is required to submit the report of compliance/non compliance of design considerations by the executing agency. In case of any non compliance, the corrective measures shall be suggested without delay.

### **3.0 ELIGIBILITY CRITERIA:**

#### **3.1 ESSENTIAL QUALIFYING CRITERIA**

Eligibility of the tenderer shall be assessed based on the "Technical Proposal" and "Financial Proposal" as given below;

The technical proposal of those bidders who have successfully provided Consultancy for **“at one indoor stadium of size not less than 3000 sqm”** during the last 5 years shall only be considered.

### **3.2 Technical proposal requirement**

The same shall be as Annexure-B.

#### **3.2.1 Qualifying Marks**

The tenderer shall secure **minimum 75 marks** in ‘Technical proposal’.

### **3.3 Tender Evaluation**

System of evaluation of bids – **QCBS** (Quality and cost based selection)

**Weightage for technical quality of the proposal – 20%**

**Weight age for cost of Financial proposal – 80%**

#### **3.3.1 Evaluation of Technical Proposal**

The technical proposal will be evaluated and assigned scores as per Annexure-B (This will be considered as **breakup of 20% Weightage** meant for technical quality of proposal).

The minimum qualifying score which a technical proposal is required to achieve **for being considered for financial bid is 75% of maximum** available score.

The firms who do not meet the requirement of tender guarantee or minimum qualifying score in technical proposal or are non responsive, will be advised on completion of selection process and their financial proposals will be returned unopened. Successful bidders will be intimated of time, location and date of opening of financial package to enable intended bidders or their authorized representative to attend and witness the opening.

The bidders may be required to give presentation of their technical capability and past experience showing conceptual planning of the assignment before opening of financial bid.

For the purpose of calculating the combined total, the total score of technical proposal **will be multiplied 0.20 (Example- if some bidder score 100 marks the evaluation of combined score contribution from the technical proposal, score will be 100 X 0.20 = 20 Points)**

#### **3.3.2 Evaluation of Financial Proposal**

For financial evaluation, total cost of financial proposal will be considered. The lowest priced bid shall be **given 80 points** whereas the other bids shall be given points on prorata basis in inverse

proportion. **For example, the bid with double the price of lower bidder, shall secure half of the 80 points i.e. 40 points.**

- 3.4 Tenders will be ranked on the basis of combined total score of technical and financial bids.
- 4.0 Tender documents can be obtained from **10.30 hours to 16.00 hours** on any working days from **27.11.09 to 14.12.09** from the **office of GM (East), IRCON INTERNATIONAL LIMITED, 4<sup>th</sup> floor, Metro Railway service building, 56, C.R. Avenue, Kolkata-700012** on payment of **Rs.5000.00 (Rupees Five thousand only)**. IRCON shall not be responsible for any postal delay in receiving the tender documents. The tender documents shall be sold only to the persons authorised in writing by the firm, company. Tender documents can also be downloaded from **IRCON's web site [www.ircon.org](http://www.ircon.org)** and in such case; the tenderer shall deposit the cost of tender documents alongwith the submission of tender, failing which his tender shall not be opened. **The cost of tender documents shall be deposited in the form of demand draft/pay order** and enclosed in the envelope containing the Earnest Money Deposit. Tenderers are advised not to make any corrections, additions or alterations in the downloaded tender documents. In case, any corrections, additions or alterations in the downloaded tender documents are made, such tender shall not be considered.
- 5.0 IRCON may issue addendum(s)/corrigendum(s) to the tender documents. In such case, the addendum(s)/corrigendum(s) shall be issued at least three days in advance of date fixed for opening of tenders. Such addendum(s)/ corrigendum(s) (if any) shall also be submitted, duly stamped and signed alongwith the submission of the tenders. Any tender submitted without addendum(s)/ corrigendum(s) (if any) shall be summarily rejected.
- 6.0 The tender documents shall be submitted in two separate sealed packets viz. **Packet-I containing Technical Bid** and **Packet-II containing Financial Bid**. Detailed credentials as per the requirement of eligibility criteria and all tender papers except Bill of Quantities are to be submitted in "Technical Bid". Bill of Quantities with rates (fees) duly filled in are to be submitted in "Financial Bid".
- 7.0 Completed tender documents in **two packets** viz. **Packet-I** and **Packet-II** shall be sealed separately in envelopes super scribing as **Packet-I (Technical Bid)** and **Packet-II (Financial Bid)** along with the name of the work. **These two sealed envelopes and the envelop (super-scribing "Earnest Money for the work" containing the Earnest Money)** in the form as prescribed in the tender documents shall further be sealed in a larger envelope super-scribing the name of the work as stated above (along with date and time of opening of tenders) and addressed to "**GM (East), IRCON INTERNATIONAL LIMITED, 4<sup>th</sup> floor, Metro Railway service building, 56, C.R. Avenue, Kolkata-700012**" and should be

deposited in the **tender box** at GM (East), IRCON INTERNATIONAL LIMITED, 4<sup>th</sup> floor, Metro Railway service building, 56, C.R. Avenue, Kolkata, **before 15.00 hours of 15.12.09**. Tenders (technical Bid Only) shall be **opened at 15:30 hours on the same day** in the presence of the tenderers or their authorised representatives intending to attend the opening. Tenders duly sealed in the prescribed manner above can also be sent through Registered Post/ Speed Post/ Courier so as to reach in this office (GM (East), IRCON INTERNATIONAL LIMITED, 4<sup>th</sup> floor, Metro Railway service building, 56, C.R. Avenue, Kolkata) not later than the time and date of opening of tenders. Any tender received later than the time and date of opening of tenders shall be rejected and returned to the tenderer unopened.

- 8.0 Tender shall be submitted as per “Instructions to Tenderers” forming a part of the tender document. Checklist for documents to be submitted with technical Bid shall be as per Annexure-A.
- 9.0 Any tender received without Earnest Money in the form as specified in tender documents shall not be considered and shall be summarily rejected.
- 10.0 IRCON reserves the right to cancel the tenders before submission/ opening of tenders, postpone the tender submission/ opening date and to accept/reject /cancel/split any or all tenders without assigning any reasons thereof. IRCON’s assessment of suitability as per eligibility criteria shall be final and binding.
- 11.0 Tenderers may note that they are liable to be disqualified at any time during tendering process in case any of the information furnished by them is not found to be true. EMD of such tenderer shall be forfeited. The decision of IRCON in this regard shall be final and binding.
- 12.0 The validity of the offer shall be **as per Appendix to tender** after the date of opening of the tender.
- 13.0 The transfer of tender documents purchased by one intending tenderer to another tenderer is not admissible. Tenderer can submit tenders only on the documents purchased.
- 14.0 Purchase Preference to Central Public Sector Enterprises (CPSEs) is not applicable as per extant instructions.
- 15.0 IRCON reserves the right to split the work among various bidders, decision of IRCON in this regard shall be final and binding.

For & on behalf of  
IRCON INTERNATIONAL LIMITED

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**ANNEXURE –A****List of documents to be attached with the Bid.**

1	Details of similar works completed in last five years.
2	Annual Turnover for the last three years with supporting documents.
3	Registration of Company.
4	Partnership deed/Memorandum and Articles of Association of the firm.
5	Registration under Labour Laws
6	Sales Tax/Works Contract Tax Registration Certificate, Service Tax Registration Certificate (as applicable).
7	Details of Skilled and Trained Manpower including Engineers and Technical staff presently employed.
8	ISO 9001-2000 certificate (if any).
9	Banker's certificate – Solvency Certificate
10	Net worth statement for the last financial year ending on a date not prior to 18 months from the due date of submission of the tender duly supported by Audited Balance Sheet
11	Earnest Money Deposit of requisite amount in the prescribed form.
12	Original Power of Attorney of the person signing the tender documents or photocopy duly attested by Notary Public.
13	Money Receipt towards the cost of tender documents.
14	Details of on-going works
15	Complete Tender documents including Form of bid etc. duly stamped and signed by the bidders on each page.
16	Financial Bid with rates (fees) duly filled in, stamped and signed on each page by the bidders.
17	Corrigendum(s), if any, duly stamped and signed by the bidders on each page.
18	Provident Fund Registration No. along with copy of the same.
19	Undertaking
20	<b>FIRM/ORGANISATION INFORMATION:</b>
a	Firm's Legal entity and name
b	Type of Organization ( <i>Individual/Partnership/Pvt.Ltd./Limited/Corporation/Other(Pl. Specify)</i> ) (Enclose copy of Memorandum and Article of Association/Partnership Deed, if applicable)
c	Country of Incorporation/Registration
d	Date of Incorporation/Registration
e	Incorporation document or Registration Number (Enclose copy of Registration Document)

**ANNEXURE - B****Technical Proposal**

<b>Sr. No.</b>	<b>Description</b>	<b>Maximum Marks</b>
<b>1</b>	<b>Technical Proposal</b>	<b>50</b>
<b>i</b>	<b>Submission of the brief about understanding and comprehension of work involved</b>	<b>15</b>
<b>ii</b>	<b>Details of similar work completed - The Consultancy for “<i>at least one indoor stadium not less than 3000sqm</i>” during the last 5 years will only be considered for evaluation.</b>	<b>15</b>
<b>iii</b>	Details of in-house Design/Proof checking facilities available	<b>10</b>
<b>iv</b>	Details of the necessary tie up, if any, with other reputed firms	<b>10</b>
<b>2</b>	<b>Submission of Curriculum vitae of personnel proposed to be deployed</b>	<b>35</b>
<b>i</b>	Chief Architect for this work	<b>15</b>
<b>ii</b>	Structural Engineer	<b>10</b>
<b>iii</b>	M & E Engineer	<b>10</b>
<b>3</b>	<b>Previous experience of work having methodology similar to the one which has been proposed for the subject work</b>	<b>15</b>

**ANNEXURE - C**

**DETAILS OF THE PROJECTS COMPLETED AND COMMISSIONED  
BY THE CONSULTANT IN LAST FIVE YEARS**

S N	Name of the Project	Loca- tion of the Project	Total Project cost for which consulta- ncy has been provided by the consult- ant	Whether the consultan- cy was provided as prime consultant or joint venture	Type of services render- ed	Name, address and contact nos. of client	Date of completion of the project	Duration of the consulting assignment	Remarks
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Note:

1. Give details of relevant projects only, which have been physically completed and commissioned.
2. Submit performance and completion certificates from the Client in respect of the information furnished above.

## **Section 2**

### **Form of Bid**

## FORM OF BID

To  
Ircon International Limited,  
Metro service Building  
56 C.R. Avenue  
Kolkata – 700012.

Dear Sir,

I/We, \_\_\_\_\_ (*Name and address of the tenderer*) have read the various terms and conditions of the tender documents attached here with duly signed by me/us and agree to abide by the same. I/We also agree to keep this tender open for acceptance for a period of 60 days from the date fixed for opening the same and on default thereof our Earnest Money is liable to be forfeited.

I/We hereby declare that we have visited the site of the work and have made ourselves fully conversant of the conditions therein and including the scope of work based on topography of area, soil strata at site of work, all local taxes, etc., availability of local labour (both skilled and unskilled), relevant labour rates and labour laws etc. and all other relevant information about applicable laws, guidelines, codes and standards etc that may be required by me / us for various purposes, climatic conditions, law and order situation and availability of working days.

I/We have quoted our rates for various items in the Bill of Quantities taking into account all the above factors and We offer to do the work “ \_\_\_\_\_ ” (*Name of the work*) at the rates quoted in the attached Bill of Quantities and hereby bind ourselves to complete the work in all respects within time schedule depicted in tender documents from the date of issue of letter of acceptance of tender.

A sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) (*amount of Earnest money deposit*) is herewith forwarded as Earnest Money. I/We understand that the full value of the Earnest Money shall stand forfeited without prejudice to any other rights and remedies available to IRCON INTERNATIONAL LIMITED in case our tender is accepted and if:-

- c I/We do not execute the Contract Agreement within time period specified in the tender documents.
  
- c I/We do not commence the work as soon as is reasonably possible after the receipt of the Letter of Acceptance or elsewhere stated in the Contract documents.

I/We also understand that until a formal Contract Agreement is executed, Letter of Acceptance along with all tender documents shall constitute a binding contract between me/us and IRCON INTERNATIONAL LIMITED.

Thanking you,

Yours Faithfully,

Signature\_\_\_\_\_ in capacity of \_\_\_\_\_ duly authorized to sign bids for and on behalf of:

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*(In Block capital letters)*

Date this \_\_\_\_\_ day of \_\_\_\_\_ 2009

## **SECTION – 3**

### **INSTRUCTIONS TO TENDERERS**

# INSTRUCTIONS TO TENDERERS

## 1. GENERAL :

- 1.1 The work is proposed to be executed under the following relationship:-
- a) Client : IRCON INTERNATIONAL LIMITED, (IRCON)  
Metro service Building,  
56 C. R. Avenue, Kolkata-700012
  - b) Engineer-in-charge/Engineer : Authorized by the M/s IRCON
  - c) Consultant : The successful tenderer to whom the work is awarded shall become the Consultant for the execution of this work.
  - d) Owner : Eastern Railway
- 1.2 Tenderers may carefully note that they are liable to be disqualified at any time during tendering process in case any of the information furnished by them is not found to be true. The decision of M/s IRCON in this respect shall be final and binding.
- 1.3 A bidder shall submit only one bid in the capacity of an Individual or Sole Proprietor, Partnership firm or Company, JV or Consortium. Violation of this condition is liable to disqualify the tenders in which such bidder has participated.
- 1.4 The bidder must obtain for itself on its own responsibility and its own cost all the information including risks, contingencies & other circumstances in execution of the work. It shall also carefully read and understand all its obligations & liabilities given in tender documents.
- 1.5 The bidder is advised to visit and examine the site where the consultancy work is to be executed and its surroundings or other areas as deemed fit by the bidder and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and execution of the contract. The cost of visiting the site and collecting relevant data shall be at the bidder's own expenses. After participation in tender, the tenderer is deemed to have visited the site and satisfied itself with all the conditions prevailing including any difficulties for executing the work.
- 1.6 All the pages of the tender documents submitted by tenderer shall be signed and stamped by the tenderer or his representative holding the Power of Attorney (Enclose original or attested photocopy of the Power of Attorney by Notary public).
- 1.7 **Bidders are advised to quote % of the estimated cost duly bifurcating the % cost of each element as BOQ.**

## **2.0 EARNEST MONEY**

2.1 The tenderer must furnish the Earnest Money as specified failing which the tender shall be summarily rejected. The Earnest Money may be in any one of the following forms:

2.1.a Pay Order/Banker's cheque/Demand Draft of any Scheduled Bank in India in favour of **Ircon International Limited** payable at Kolkata.

2.1.b Fixed Deposit Receipt issued by any Scheduled Bank in India endorsed in favour of **Ircon International Limited, Kolkata.**

2.2 No interest shall be paid on Earnest Money Deposit in case the same is deposited in the form of Pay order/Demand draft.

### **2.3 FORFEITURE OF EARNEST MONEY:**

The Earnest Money of the tenderer shall be forfeited if he withdraws his tender during the period of tender validity **as per appendix to tender** or extended validity period as agreed to in writing by the tenderer.

The Earnest Money of the successful tenderer is liable to be forfeited if he fails to;

- i) Sign the Contract Agreement in accordance with the terms of the tender, or
- ii) Furnish Performance Guarantee in accordance with the terms of the tender, or
- iii) Commence the work within the time period stipulated in the tender.

In case of forfeiture of EMD, the tenderer shall be debarred from bidding in case of re-invitation of the tenders.

### **2.4 RETURN OF EARNEST MONEY:**

The Earnest Money of the unsuccessful tenderers shall be returned as promptly as possible.

The Earnest Money Deposit of the successful tenderer shall be dealt as under: -

The Earnest Money after acceptance of the tender shall be converted into Retention Money. No further Retention money shall be recovered from the running bills. EMD converted into Retention money shall be retained till 12 month beyond the completion date of this work.

## **3 WITHDRAWAL OF TENDER**

No tender shall be withdrawn by the tenderer after submission and during tender validity period.

#### 4 EVALUATION AND COMPARISON OF TENDERS

- 4.1 The M/s IRCON reserves the right to negotiate the offer submitted by the tenderer to withdraw certain conditions or to bring down the rates to a reasonable level. **The tenderer must note that during negotiations, rates of items of BOQ can only be reduced and not increased by the tenderer. In case the tenderer introduces any new condition or increases rates of any item of BOQ, his negotiated offer is liable to be rejected and the original offer shall remain valid and binding on him.**

#### 5 AWARD OF CONTRACT

- 5.1 Letter of Acceptance after it is signed by the Consultant in token of his acceptance shall constitute a legal and binding contract between M/s IRCON/Engineer and the Consultant till such time the contract agreement is signed.

#### 6.0 VALIDITY OF TENDER:

It is **as per appendix to tender** after date of opening of Tender

Notwithstanding the above clause, M/s IRCON may solicit the tenderers' consent to an extension of the validity period of the tender. The request and the response shall be made in writing.

#### 7.0 DEVIATIONS

The tenderer should clearly read and understand all the terms and conditions, specifications, drawings, etc. mentioned in the original tender documents. If the tenderer has any observations, the same may be indicated in his forwarding letter along with the tender. Tenderers are advised not to make any corrections, additions or alterations in the original tender documents. If tenderer makes any correction in his own entries the same shall be initialed and stamped by him. If this condition is not complied with, tender is liable to be rejected. **Tenderer shall clearly bring out the cost of deviations if any item wise. It may be noted that the cost of deviation shall be added to the quoted cost for the purpose of evaluation of the bid in case deviations are without any cost implication indicated; such offer shall be considered as non-responsive and shall not be considered for evaluation.**

- 8 Bidders, tenderers, consultants, parties or contractor are synonyms.

- 9 Work, Job, Consultancy work are synonyms.

## **SECTION – 4**

### **APPENDIX TO TENDER**

## **APPENDIX TO TENDER**

The following are the Clause and Sub-Clause applicable as mentioned in the tender document elsewhere.

<b><u>Ref to Cl/ sub Cl</u></b>	<b><u>Nature of Condition</u></b>	<b><u>Norms Applicable</u></b>
2.0 of ITT	Earnest Money Deposit	Rs. 16000/- (Sixteen Thousand)
2.4 of ITT	SD/Retention Money	EMD will be converted in to retention Money. No further deduction from interim payments shall be made.
6.0 of ITT	Offer Validity	60 days from date of opening.
7.0 of ITT	Deviation	All deviation are to be brought in Tech bid including the cost of withdrawing these deviations
6.0 of COC	Time for Completion	9 weeks for Phase-I works & 16 months for complete work from the date of issue of LOA.
9.1.1 of COC	Performance Guarantee	5% of the contract value.
11.2 of COC	Price Variation Clause	Not Applicable.
12.0 of COC	Amount of L D	Rs 1000/ per day subject to Maximum of 10% of contract value.
16.2 of COC	Arbitration & Conciliation	Act 1996 Applicable. All proceedings under clauses shall be held at New Delhi.

## **SECTION – 5**

# **CONDITIONS OF CONTRACT**

# CONDITIONS OF CONTRACT

## 1. Scope of Work:

- 1.1. The entire scope of work under this tender is planned in three stages. The sequence of the stages so enumerated shall not prevent the Consultant from taking appropriate action necessary to adhere to the time schedule for completion of activities in each stage.

### Phase – I

STAGE – I - Concept Plan and Preliminary Drawings (CPR)

STAGE – II - Design, Architectural and Structural Design (DPR)

### Phase-II

STAGE – III- Construction till Completion

## 1.2. STAGE – I Concept Plan and Preliminary Drawings

- 1.2.1. The Consultant shall prepare a preliminary plan showing the location of structure, which shall be further developed on discussion with IRCON/Eastern Railway. CPR shall envisage the conceptual requirements of the Project in totality. Consultant shall prepare Concept Project Report (CPR) comprising of conceptual plan/design basis, taking care of amalgamating with existing facility, highlighting the following but not limited to:
- 1.2.2. Carrying out plot survey, contour map, picking up details of existing structures, utility lines such as water supply lines, sewer lines, Electric cables (both underground & overhead) etc., **excluding soil investigation /testing** required for the design purpose. No extra payment at later stage on this account shall be payable. Detailed soil investigation report shall be provided by IRCON. Consultant is required to submit a power point presentation along with **3-D rendered drawing of the proposed complex**; the same shall be corrected as submitted in hard copy and soft copy after finalization of the plan.
- 1.2.3. Preparation of master plan for various facilities as per discussion with IRCON/Eastern Railway in connection with the said work indicating the locations of various structures, other items like drains, access road, Rain water harvesting, any other facility etc. Space management to be shown on the layout plan.
- 1.2.4. Line plan(s)/elevation and working details of plinth area(s) of structure to be constructed. Cost analysis for structure to be submitted. Cost shall be comparable to recent construction being done in the area.

1.2.5. Details regarding the augmentation required for power/water supply, sewage/drainage system and disposal arrangement, water harvesting scheme etc. Details of services/ Infrastructure to be shown on lay out plans as under:

- Planning of electric supply including source and distribution.
- Planning of water supply including source and distribution.
- Planning of sewage disposal
- Planning of pipe/cable crossings, security walls, fencing walls etc.,
- Water softening plant/scheme if required landscaping etc.
- Energy saving devices.
- Rain water harvesting/water conservation/recycling of water etc.
- Cost analysis on area basis.

### **1.3. STAGE – II                      Design, Architectural and Structural Design**

1.3.1. The DPR will comprise of all the elements covered under approved CPR, and would be detailed to the micro level. Any additions required in the approved CPR, would also be taken care of in the DPR.

1.3.2. Preparation of detailed design, detailed drawings for approval of IRCON/Eastern Railway and working drawings for execution. All the design, details for structures- architectural and structural designing, services both internal and external including scheme for finishes, art gallery, acoustics, HVAC etc., shall be provided with detailed calculations in the required mode, in both hard and soft copies.

1.3.3. A comprehensive Bill of Quantities containing the description of item, reference to schedule of rate, unit, quantity, rate as per the latest DSR with rate analysis for new items, if any for detailed execution shall be formulated for implementation. Tender document in one set (one hard copy duly signed and one soft copy in reproducible form) shall be prepared and submitted in consultation with IRCON.

1.3.4. One tracing of each drawing with six white copies/blue prints of each drawing and Bill of Quantities, detailed specifications & relevant documents with two reproducible soft copies shall be supplied by the consultant.

1.3.5. The consultant shall submit three hard copies of the Final design calculations and two soft copies in the CD-R.

1.3.6. The number of copies and the style/modus in which the drawings & documents shall be provided are detailed herein in the document for compliance.

**NOTE:** It is to mention here that at the DPR stage all designs for structures, services i.e. roads, water supply, electric supply, sewerage, drainage and other services are to be finalized with minute details and drawing for the same issued as fit for construction. The detailed estimate/BOQ should be based on these detailed drawings leaving no scope for variation in the quantities. The detailed estimates/analysis of rate shall be based on the latest Schedule of rates/market rates. All the supporting quotations are to be submitted with analysis as per code of practices.

#### **1.4. STAGE – III Construction till Completion and Handing Over.**

- 1.4.1. The consultant shall provide inputs for changes if any ordered during the sequence of construction and other related details to IRCON without any additional fee. Timely release of all construction drawings as per construction sequence including those not specifically mentioned but required for the completion of the Sports Complex with services, shall be ensured by the Consultant. All coordination, insertion, approval for data, drawing submitted by vendors of Fire Fighting, cables, tele-communication, air conditioning etc., shall also be accomplished by the consultant.
- 1.4.2. The Consultant shall make periodic visits, at least once in each month at his cost during the construction. In case of failure of visit to site of work each month during construction shall invite a penalty of 1.5 times the rate quoted against item no. C-21 of Bill of Quantities. For additional visits required exclusively on request of IRCON payment shall be made as per item C-21 of Bill of Quantity. No payment for site visit during the designing stage will be paid separately, it is deemed to be included in the quoted fees.
- 1.4.3. These visits exclude the visits required during preparation & approval stages of CPR/DPR and preparation of completion report /drawings. Nothing extra shall be paid for any visits and IRCON will intimate the schedule of visits from time to time. For co-ordination /clarification/ meetings at work sites, IRCON/ Eastern Railway Office & site office, nothing extra shall be paid.
- 1.4.4. The Consultant shall on behalf of IRCON/Eastern Railway interact and obtain necessary clearances from all Statutory bodies like Fire Authorities, Lift, Environment Board, Pollution Control Board, Civil Aviation, P & T or any other prevailing Statutory Authority for obtaining necessary clearances, for undertaking construction, completion and occupancy. However, necessary letter will be issued by IRCON/Eastern Railway to the concerned authorities on request from the consultant.

## **2. General**

- 2.1. The Consultant shall be responsible for the collection of required data, norms for the work from all concerned sources as may be

needed for satisfactory accomplishment of the project. Consultant is required to decide the orientation, structural adequacy with respect to the soil condition at the site of work and make necessary modification in the existing design & drawings. Bidders shall take this in to account while quoting their rates

- 2.2. In case IRCON/Eastern Railway desires to carry out certain studies /modifications for improving the system, economy and optimization etc., these shall be deemed to be included within the scope of Consultant without any additional fee.
- 2.3. The Consultant shall be fully responsible for adequacy, accuracy, quality and safety of entire professional services performed and endorses necessary certification on drawings and documents that all codal requirements have been met with.
- 2.4. All the stages of the consultancy work shall be completed by the Consultant including its approval by the Clients according to the time schedule mutually agreed upon. Consultancy work till completion shall be accomplished as per schedule treating time as essence of the contract.
- 2.5. The Consultant will advise IRCON on any change needed in the time schedule for works as prepared by the executing agency for the completion of the work, so as to achieve the target set for completion.
- 2.6. The Consultant shall assume full responsibility for the design/ drawing and technical specification/BOQ as covered in their scope of work. IRCON shall reserve the right to have access to the calculations and designs pertaining to civil/structural, electro - mechanical system etc. Electrical/ Mechanical/ Telecommunication Engineers of the Consultant shall render all possible assistance/ access to the IRCON in this regard and endorse necessary certificate specifying the relevant code that these have been met with.
- 2.7. The Consultant shall advise IRCON regarding the work under execution during visits to the site and submit periodic reports.
- 2.8. The Consultant shall not make any deviation, alteration or omission from the approved drawings, involving financial implications without prior consent of IRCON
- 2.9. The Consultant shall exercise all reasonable expertise, care and diligence in the discharge of his duties and shall exercise such general superintendence and inspection in regard to such works as may be necessary to ensure that works are being executed in accordance with drawings/designs/documentation.
- 2.10. The Consultant shall make necessary revisions as may be required by IRCON and/or required due to site conditions, in the drawings and other documents submitted by him at the draft stage. Any subsequent revisions in the drawings and documents once approved

required to be made by IRCON shall be undertaken by the Consultant without any additional fees/claims.

- 2.11. IRCON shall have the right to postpone or abandon execution of any work and the consultant shall not be entitled to any compensation against it except the fees which are payable to the Consultant up to the stage of services already accomplished and certified by IRCON
- 2.12. IRCON has the right to get the design approved/checked by any reputed independent agencies on its own cost. In that case, it will be the responsibility of the Consultant to depute their executive and furnish necessary clarifications/calculation/assistance for the approval of the drawings /design calculations and no extra payment shall be payable on this account.
- 2.13. Any modification as required by IRCON in the concept design shall be carried out by Consultant and no extra payment shall be admissible on this account. Engineer in charge of IRCON shall have powers to make any alterations, omission, addition to or substitution for the original work and no claims whatsoever on account of above shall be entertained, except the payment for the work done duly accepted and certified by IRCON
- 2.14. The selected Consultant will submit a presentable detailed 3-D model in suitable standard scale for the complex in accordance with the approved scheme. The cost of this is deemed to be inclusive in the fee quoted by the Consultant.
- 2.15. Obtaining approval of the plans from the concerned Local Authorities. IRCON shall pay statutory fees on production of the document from relevant authorities; however, obtaining approval from the authority remains the responsibility of the Consultant.
- 2.16. Revise the drawings as and when required.
- 2.17. Liaisoning with concerned statutory authorities & getting approval for
  - Power Supply
  - Water Supply
  - Sewerage disposal
  - Fire fighting, lifts
  - Rain Water Harvesting etc.
  - Any other item not covered above
- 2.18. The Consultant should be well conversant with CPWD Specification/Tender procedures. The Consultant shall obtain all statutory approval, sanctions etc., as and when required/directed by IRCON without causing any delay to the smooth progress of the work. Drawings prepared by the Consultant shall show all necessary details so that nothing is left to the discretion of the working contractor.

- 2.19. The Consultant shall submit the list and CVs of their Engineers/staff to be posted /proposed for the work. The staff so proposed shall continue till the completion of work. Changes/Replacement due to Resignation /Retirement on superannuation etc should be intimated to IRCON well in time. Competent and experienced persons should be assigned for the proposed job after obtaining approval in writing from IRCON.
- 2.20. The Consultant shall prepare/submit all the relevant drawings at each stage of work in respect of Civil, Sanitary & Plumbing works etc., as and when desired by IRCON.
- 2.21. Consultant shall attend at work site/Kolkata all meetings as shall be notified by IRCON and incorporate the amendments thereof. Price is inclusive of the above and nothing extra will be payable.

### **3. Stages of Work activities defined:**

- 3.1. Preparation and Finalization of the Scheme in consultation with IRCON/Eastern Railway.
- 3.2. To obtain complete brief regarding the details of requirement and site conditions through discussion with IRCON Engineer-in-Charge including site survey etc., complete as required.
- 3.3. Planning, designing and preparation of the layout plan for Architectural works pertaining to construction of proposed sports complex on the basis of data supplied by IRCON/Eastern Railway including necessary revision(s) till the layout/scheme is finally approved by the Client and/or Local Statutory Authorities.
- 3.4. Preparation of draft preliminary estimate based on the conceptual drawings incorporating all aspects of construction on the basis of plinth area rates available with CPWD updated by appropriate cost index for the said area.
- 3.5. Preparation of drawings for obtaining the Local Authorities approval.
- 3.6. Planning designing and preparation of structural working drawing for all works.
- 3.7. Planning designing and preparation of structural working drawing for all works for unhindered execution of project after its award to the Contractors for executing the work.
- 3.8. Planning designing and preparation of structural working drawing for all works including planning of the protection services wherever required.
- 3.9. Planning, designing and detailing of schemes, pertaining to external services like sewerage, roads, water supply, storm water drainage and external electrification work, standby power supply, fire protection, cable-TV, communication and security system including sub-station if required.
- 3.10. Planning designing & detailing of scheme for rainwater harvesting for the entire complex.

- 3.11. Issuing six sets of Fit for construction working/detailed drawings for all works and services and one set of drawings on tracing paper along with the design calculations for these works.
- 3.12. Any other document/drawing required for execution and completion of work.
- 3.13. Preparation of complete tender document and supply of draft tender document both in hard and soft reproducible copy.
- 3.14. The Consultant shall submit a detailed technical report for the scrutiny by IRCON along with preparation of concept schemes of all the services to be submitted in stages at least 4 weeks in advance of concerned activity. In this report, basis for adoption of various norms, calculation sheets etc., shall be enclosed. At no stage, the execution of the work should be held up for want of drawings from the Consultant.
- 3.15. Preparation of any other details/drawings as may be required during execution of the project.
- 3.16. Visits to site of work as and when required to confirm/clarify decision for interpretation of drawings and specifications and attend meetings as and when required.
- 3.17. Preparation of completion drawings for all the works completed (as built) as above and submission of 06 copies of such drawings and one transparency. One soft copy of all the drawings should also be submitted on CDR for office records.
- 3.18. All drawings shall be prepared on auto-CAD and structural designing be done on computer along with hand calculation. A soft copy of the same shall be provided to IRCON
- 3.19. Obtaining all the statutory clearance or otherwise required for execution of the proposed works or for completion certificate of work shall be the duty of the Consultant.

#### **4. Variation in Quoted Price:**

The payment shall be made to the consultant initially based on the percentage of estimated cost of the complex. This will be adjusted (+ or-) based on awarded value of work to main contractor. The final payment will be again adjusted based on completed value of complex (without any escalation).

#### **5. Payment Terms**

- 5.1. Stage of interim payment is mentioned in para 5.2 below. Interim payment for the stages mentioned in para 5.2 shall be made based on the adjusted Lump Sum payment as per para 4.0 above.

## 5.2. Stages for Interim Payment:

SI	Description of Activity	Fees Payable
a)	On submission of Concept Plan and Preliminary Drawings	05%
b)	On approval of Concept Plan Preliminary Drawings by IRCON	05%
c)	On submission of Preliminary Design and Architectural Drawings	05%
d)	On approval of Preliminary Design and Architectural Drawings	20%
d)	On approval of Detailed Structural Design	25%
e)	During construction to solve related problems to the design & drawings during the period of execution.	
i)	On achieving the 25% physical progress of construction work	05%
ii)	On achieving the 50% physical progress of construction work	05%
iii)	On achieving the 75% physical progress of construction work	05%
iv)	On achieving the 100% physical progress of construction work.	05%
f)	On submission of Interior Design	05%
g)	On submission of completion drawings	05%
h)	On submission of Occupancy/completion certificate with all statutory approvals	10%

5.3. Statutory taxes (TDS) shall be deducted for the payment made by IRCON

5.4. Service Tax shall be paid extra as per actual.

5.5. Payment of work done shall be made against the submission of bill duly certified by IRCON Engineer as per the schedule of payment.

## 6. Time Period/Time Schedule:

6.1. Time Schedule for the said work is to commence from date of award of LOA (Letter of Acceptance) to the Consultant. The bidders should note that time is the essence of the contract and time schedule given shall be strictly adhered to.

6.2	Concept Plan and Preliminary Drawings based on area available at site	02 Weeks
a)		
6.2	Approval of Concept Plan and Preliminary Drawings by IRCON/Eastern Railway	02 weeks
b)		
6.3	Design and Architectural Drawings	02 Weeks
a)	Submission of report/drawings/models	
6.3	Approval of Design and Architectural Drawings by IRCON	01 Week
b)		
6.4	Detailed Structural Design	02 Weeks
6.4(a)	Finalization of construction agency by IRCON	04 weeks
6.5	<b>CONSTRUCTION STAGE</b>	
	a) Submission of all design and approved construction Drawings.	<b>365</b> days. Sequentially meeting the construction schedule on regular basis whenever required from start of construction till completion of all construction works.
	b) Timely release of revised construction drawings during construction and for designer's supervision during construction	
	c) Completion Certificate	04 Weeks after completion of all construction works.

## 7. Codes and Standards:

7.1. All designs, drawings, layouts shall be carried out as per the followings:

- Relevant BIS Codes
- Latest CPWD Schedule of rates/specifications as well as M/s IRCON specifications.
- Guidelines as suggested by IRCON, according to functional requirements.
- Recommendation of State Public Board for sewage and other waste disposal system as required.

7.2. The Consultant shall be conversant with latest Department of Public Engineers (DPE) norms and the latest National Building Code and standard practices of sports complexes.

## 8. Other Terms & Conditions:

- 8.1. The design of the buildings, services and electrical installation will conform to latest Indian Standard Codes and National Building Code and Specifications.
- 8.2. The Consultant will supply the following documents.
- ✓ One tracing of each drawing with 6 white copies/blue prints of each drawing
  - ✓ Bill of quantities and relevant specifications along with two reproducible soft copies.
  - ✓ 2 Copies of the final design calculations with two soft copies (reproducible) in the required mode.
  - ✓ 2 Copies of each of bar bending schedules of RCC structures during construction at appropriate stage.
  - ✓ 2 Copies of each of completion drawings of all the works with original tracings and reproducible soft copy.
  - ✓ Set of Cost estimates both in hard and reproducible soft copy.
  - ✓ Set of tender document as per requirement of IRCON both in hard and reproducible soft copy.
- 8.3. Responsibility in the correctness and accuracy of all the planning and designing shall be of the Consultant. However, before finalization of architectural & structural drawings and designs, its technical aspects be discussed by the Consultant with all appropriate levels of the IRCON/ EASTERN RAILWAY to avoid any changes for whatsoever reasons at a later date from time to time.
- 8.4. The Consultant will get the methodology of design approved in principle from IRCON before proceeding with detailed engineering calculations.
- 8.5. The Consultant will carryout all modifications/alterations as and when necessary to get the works i.e. preparation of drawings and design, specifications and estimates approved from IRCON Engineer-in-Charge Local/Statutory bodies at no extra cost.
- 8.6. All documents drawings shall be the sole property of IRCON.
- 8.7. IRCON shall have the liberty to postpone or not to execute any work and the Consultant shall not be entitled to any compensation for non-execution of the work except the fees which are payable to the Consultant up to the stage of services then in progress.
- 8.8. IRCON reserves the right to subsequently change the mind for the consultancy work and nothing extra shall be payable to the Consultant in lieu of the same. The Consultant shall submit an undertaking to this effect.

## **9. PERFORMANCE SECURITY**

### **9.1. Submission of the Performance Security:**

- 9.1.1. Within 15 days of issue of the Letter of Acceptance (LOA) from the M/s IRCON/Engineer, the successful tenderer shall furnish to M/s IRCON/Engineer a Performance Security in the form of Unconditional and irrevocable bank guarantee on the Performa annexed as Annexure-I from any Scheduled Bank in India for an amount **as mentioned in appendix to tender**.
- 9.1.2. The Bank Guarantee shall be valid beyond 28 days from the date of completion of the work.
- 9.1.3. No payment under the contract shall be made to the Consultant before receipt of performance security.
- 9.1.4. Failure of the successful tenderer to furnish the required performance security shall be a ground for the annulment of the award of the Contract and forfeiture of the Earnest Money Deposit.

**9.2. Forfeiture of Performance Security:**

The whole of the Performance Security shall be liable to be forfeited by the M/s IRCON/Engineer at the discretion of the M/s IRCON /Engineer, in the event of any breach of contract on the part of the Consultant or if the Consultant fails to perform or observe any of the conditions of the contract.

**9.3. Release of Performance Security:**

On due and faithful/satisfactory completion of the entire work (Proof checking of scheme/s and Supervision) the Performance Security shall be returned to the Consultant.

**10. CONTRACT AGREEMENT:**

The Consultant shall enter into and execute the Contract agreement in the form of agreement (Annexure-II) within 15 days from the date of issue of Letter of Acceptance. The stamp papers of the requisite value as per the prevailing laws shall be provided by the Consultant at his own cost. Original agreement shall be retained by the M/s IRCON /Engineer and a certified copy shall be made available to the Consultant.

**11. RATES TO BE ALL INCLUSIVE:**

- 11.1. The rates quoted by the tenderer shall be final and remained fix till completion of the work. Any description / elaboration of item of work not included in the scope of work or in describing the BOQ item shall not be a ground for any extra payment. The tenderer should note this aspect and quote their rate accordingly. Payment shall strictly be made as per the BOQ item and beyond that nothing extra shall be paid except Service tax.

The rates quoted shall also be inclusive of all types of direct and indirect taxes imposed by Central/State Govt. and local bodies.

However, any statutory variation in and/or fresh imposition of such levies/taxes relevant to this contract shall be reimbursed on actual basis by the M/s IRCON after submission of documentary proofs by the consultant and verification of the same by M/s IRCON/engineer.

**11.2. Price Variation Clause:**

No price variation will be admissible

**11.3. PAYMENT:**

Payment shall be made as per the para 5.0 above. Tenderer should note that no any extra payment shall be made beyond the BOQ items. Any work not mentioned in the BOQ item or elsewhere in the tender document shall be considered as part of the BOQ items. Tenderer should quote their rate accordingly considering that nothing extra shall be paid beyond the BOQ items. Quoted rates shall remain firm till completion of the work.

The payment shall generally be made within 15 days from the submission of the bill by the Consultant. **However, no payment shall be made to the Consultant till such time Service tax registration certificate is submitted.**

**12. LIQUIDATED DAMAGES**

The time allowed for the works or part of the works as specified in the contract, shall be essence of the contract on the part of the Consultant. For non adherence to target dates as specified above, **a penalty of 1000/- (Rupees one thousand) per day for each day of the delay shall be imposed and will be deducted from the next payment due. Penalty shall be deducted for the delay attributable to the consultant and shall be restricted to 10% of the contract value (adjusted as per contract conditions).**

The decision of the Engineer regarding imposition of the penalty, if any, shall be final and binding on the consultant.

**13. DETERMINATION OF CONTRACT DUE TO CONSULTANT'S DEFAULT**

**13.1. Conditions leading to determination of contract**

**i ) If the Consultant**

- a) Becomes bankrupt or insolvent, or,
- b) Makes arrangements with or assignment in favour of his creditor, or agrees to carry out the contract under a committee of inspection of his creditors or
- c) Being a company or corporation goes into liquidation by a resolution passed by the Board of Directors/ General Body of the share-holders or as a result of court order (other than

voluntary liquidation for the purpose of amalgamation or reconstruction) ; or

- d) Has execution levied on his goods or property or the works, or
- e) Assigns or sublets the contract or any part thereof otherwise than as provided for under conditions of this contract, or
- f) Abandons the contract, or
- g) Persistently disregards instructions of the Engineer or contravenes any provisions of the contract, or
- h) Fails to adhere to the agreed programme of work or fails to complete the works or parts of the works within the stipulated or extended period of completion, or is unlikely to complete the whole work or part thereof within time because of poor record of progress; or
- i) Fails to take steps to employ competent and/ or additional staff and labour, or
- j) Promises, offers or gives any bribe, commission, gift or advantage, either himself or through his partners, agents or servants to any officer or employee of the Engineer or the M/s IRCON, or to any person on their behalf, in relation to obtaining or execution of this or any other contract with the M/s IRCON, or
- k) Suppresses or gives wrong information while submitting the tender. In any such case the Engineer on behalf of the M/s IRCON may serve the Consultant with a notice in writing to that effect and if the Consultant does not, within 7 days after delivery to him of such notice, proceed to make good his default in so far as the same is capable of being made good, and carry on the work or comply with such instructions as aforesaid to the entire satisfaction of the Engineer, the M/s IRCON shall be entitled after giving 48 hours notice in writing to terminate the contract, as a whole or in part or parts (as may be specified in such notice).

**ii) In such a case of termination, the M/s IRCON/Engineer may adopt the following course**

Carry out the whole or part of the work from which the Consultant has been removed by engaging another consultant or deployment of technical staff at site.

**13.2. Entitlement of M/s IRCON/Engineer:**

In cases described in sub-clause 13.1 (ii) above, the M/s IRCON/Engineer shall be entitled to:

- a) Forfeit the whole or such portion of the Performance Security amount, as he may deem fit, and
- b) Recover from the Consultant the cost of carrying out the balance work in excess of the sum, which he would have been paid, according to the certificate of the Engineer, if the works had been carried out and completed by the Consultant under the terms of the contract. Such certificate shall be final and binding upon the Consultant. The amount to be recovered may be deducted by the M/s IRCON/Engineer from any other moneys due and payable to the Consultant alone or jointly under this or any other contract.

#### **14. DETERMINATION OF CONTRACT ON M/S IRCON/ ENGINEER'S ACCOUNT:**

The M/s IRCON/Engineer shall be entitled to determinate the contract, at any time, should, in the M/s IRCON/Engineer's opinion, the cessation of works becomes necessary, owing to paucity of funds or due to court orders or from any other cause whatsoever. Notice in writing from the M/s IRCON/Engineer of such termination and reasons therefore, shall be conclusive evidence thereof.

In case of determination of contract on M/s IRCON/Engineer's account as described above, the claims of the Consultant towards expenditure incurred by him in the expectation of completing the whole works, shall be admitted and considered for payment as deemed reasonable and are supported by the documents/vouchers etc. to the satisfaction of M/s IRCON/Engineer. The decision of the M/s IRCON/Engineer on the necessity and propriety of such expenditure shall be final and conclusive.

However, the Consultant shall have no claim to any payment of compensation or otherwise, on account of any profit or advantage which he might have derived from the execution of the work in full but which he could not in consequence of determination of contract under this clause.

#### **15. FORCE MAJEURE**

- 15.1. If, at any time during the currency of the contract, the performance of any obligation (in whole or in part) by the M/s IRCON or the Consultant shall be prevented or delayed by reason of any war, hostilities, invasion, acts of public or foreign enemies, rebellion, revolution, insurrection, civil commotion, sabotage, large scale arson, floods, earthquake or any other act of God, large scale epidemics, nuclear accidents, any other catastrophic unforeseeable circumstances, quarantine restrictions, any statutory, rules, regulations, orders or requisitions issued by a Government department or competent authority(hereinafter referred to as

"event") then, provided notice of the happening of such an event is given by either party to the other within 21 days of the occurrence thereof.

- a) Neither party by reason of such event is entitled to terminate the contract or have claim for damages against the other in respect of such non-performance or delay in performance.
- b) The obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist.
- c) If the performance in whole or part of any obligation under the contract is prevented or delayed by reason of the event beyond a period of 180 days, the contract may be fore-closed with mutual consent by giving a notice of 30 days without any repercussions on either side.
- d) In case of doubt or dispute, whether a particular occurrence should be considered an "event" as defined under this clause, the decision of the Engineer shall be final and binding.
- e) Works that have already been measured shall be paid for by the Engineer even if the same is subsequently destroyed or damaged as a result of the event. The cost of any work that has been measured shall be borne by the M/s IRCON/Engineer.
- f) If the contract is fore-closed under this clause, the Consultant shall be paid fully for the work done under the contract, but not for any defective work which is not acceptable.

15.2. If no notice is issued by either party regarding the event within 21 days of occurrence, the said event shall be deemed not to have occurred and the contract will continue to have effect as such.

## **16. Settlement of Dispute**

All disputes or differences of any kind whatsoever that may arise between the M/s IRCON/Engineer and the Consultant in connection with or arising out of the contract or subject matter thereof or the execution of works, whether during the progress of works or after their completion, whether before or after determination of contract shall be settled as under:-

### **16.1. Mutual Settlement**

All such disputes or differences shall in the first place be referred by the Consultant to the M/s IRCON in writing for resolving the same through mutual discussions, negotiations, deliberation etc. associating representatives from both the sides and concerted efforts shall be made for reaching amicable settlement of disputes or differences.

## **16.2. Conciliation/Arbitration**

- 16.2.1. It is a term of this contract that Conciliation/Arbitration of disputes shall not be commenced unless an attempt has first been made by the parties to settle such disputes through mutual settlement.
- 16.2.2. If the Consultant is not satisfied with the settlement by the M/s IRCON on any matter in question, disputes or differences, the Consultant may refer to the Managing Director of the M/s IRCON in writing to settle such disputes or differences through Conciliation or Arbitration provided that the demand for Conciliation or Arbitration shall specify the matters, which are in question or subject of the disputes or differences as also the amount of claim, item wise. Only such dispute(s) or difference(s) in respect of which the demand has been made, together with counter claims of the M/s IRCON shall be referred to Conciliator or Arbitrator as the case may be and other matters shall not be included in the reference.
- 16.2.3. Managing Director of the M/s IRCON may himself act as Sole Conciliator/Sole Arbitrator or may at his option appoint another person as Sole Conciliator or Sole Arbitrator, as the case may be. In case, Managing Director of the M/s IRCON decides to appoint a Sole Conciliator/Sole Arbitrator, then a panel of at least three names will be sent to the Consultant. Such persons may be working/retired employees of the M/s IRCON who had not been connected with the work. The Consultant shall suggest minimum two names out of this panel for appointment of Sole Conciliator/ Sole Arbitrator. Managing Director of the M/s IRCON will appoint Sole Conciliator/Sole Arbitrator out of the names agreed by the Consultant.
- 16.2.4. In case, the Consultant opts for settlement of disputes through Conciliation at first stage and if the efforts to resolve all or any of the disputes thorough Conciliation fails, the Consultant may refer to the Managing Director of the M/s IRCON for settlement of such disputes or differences through Arbitration. The appointment of Sole Arbitrator shall be done by the Managing Director of the M/s IRCON as per the procedure described above. No disputes or differences shall be referred to Arbitration after expiry of 60 days from the date of notification of failure of Conciliation.
- 16.2.5. The Conciliation and/or Arbitration proceedings shall be governed by the provisions of the Indian Arbitration and Conciliation Act 1996 or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the conciliation and arbitration proceedings under this clause.

- 16.2.6. The language of proceedings, documents or communications shall be in English and the award shall be made in English in writing.
- 16.2.7. The conciliation/ arbitration proceedings shall be held at a place decided by Conciliator/Arbitrator.
- 16.2.8. The fees and other charges of the Conciliator/Arbitrator shall be as per the scales fixed by the M/s IRCON from time to time and shall be shared equally between the M/s IRCON and the Consultant.
- 16.2.9. The minimum qualifications of Conciliator/ Arbitrator shall be graduation in Engineering. He may be working or retired officer with a minimum of 20 years service in Group-A of any Engineering Service of Central Govt. or an equivalent service in a Central PSU. He should be clear from the vigilance angle and should be a person with reputation of high technical ability and integrity. Also, he should not have associated with the contract to which the dispute pertains.

### **16.3. Settlement through Court**

It is a term of this contract that the Consultant shall not approach any Court of Law for settlement of such disputes or differences unless an attempt has first been made by the parties to settle such disputes or differences through clauses 16.1 and 16.2.

### **16.4. No suspension of work**

The Obligations of the M/s IRCON, the Engineer and the Consultant shall not be altered by reasons of conciliation/arbitration being conducted during the progress of works. Neither of the party shall be entitled to suspend the work on account of conciliation /arbitration and payments to the Consultant shall continue to be made in terms of the contract.

### **16.5. Award to be binding on all parties**

The award of the Sole Arbitrator, unless challenged in court of law, shall be binding on all parties.

### **16.6. Exception:**

For settlement of disputes with central PSUs, the procedure as per existing orders of Permanent Machinery for Arbitration (PMA), Bureau of Public Enterprises, Govt. of India shall be followed.

**16.7. JURISDICTION OF COURTS:**

Jurisdiction of courts for dispute resolution shall be New Delhi only.

**17. ORDER OF PRIORITY OF CONTRACT DOCUMENTS:**

Where there is any conflict between the various documents in the contract, the following order of priority shall be followed i.e. a document appearing earlier shall override the document appearing subsequently:

- i. Agreement
- ii. Letter of Acceptance of Tender
- iii. Notice Inviting Tender
- iv. Instructions to the Tenderers
- v. Form of Bid
- vi. Conditions of the Contract
- vii. Bill of Quantities
- viii. GCC of IRCON

## **SECTION – 6**

## **ANNEXURES**

**ANNEXURE-I**

**PERFORMANCE BANK GURANTEE (UNCONDITIONAL)**

To

IRCON INTERNATIONAL LIMITED  
Name & Address of Project.

[Acting through \_\_\_\_\_ (Project Incharge) & Address of the Project] WHEREAS \_\_\_\_\_ [name and address of Consultant] (hereinafter called "the Consultant") has undertaken, in pursuance of Contract No. \_\_\_\_\_ dated \_\_\_\_\_ to execute \_\_\_\_\_ [name of Contract and brief description of Works] (hereinafter called "the Contract.");

AND WHEREAS it has been stipulated by you in the said Contract that the Consultant shall furnish you with a Bank Guarantee by a scheduled bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Consultant such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Consultant, up to a total of \_\_\_\_\_ [amount of Guarantee], \_\_\_\_\_ [amount in words], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of \_\_\_\_\_ [amount of Guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Consultant before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between you and the Consultant shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid upto \_\_\_\_\_ (a date 28 days beyond the date of completion of the work).

**SIGNATURE AND SEAL OF THE GUARANTOR**

Name of Bank: \_\_\_\_\_

Address: \_\_\_\_\_

Date: \_\_\_\_\_

**FORM OF AGREEMENT**

(To be executed on requisite value of stamp Papers)

**AGREEMENT**

THIS AGREEMENT made on \_\_\_\_\_ day of \_\_\_\_\_ (Month/year) between, **IRCON INTERNATIONAL LIMITED**, acting through **General Manager (East)**, 4<sup>th</sup> floor, Metro Railway service building, 56, C.R. Avenue, Kolkata-700012 (hereinafter called "the M/s IRCON") of the one part and \_\_\_\_\_ (name and address of the Consultant) (hereinafter called "the Consultant") of the other part.

WHEREAS the M/s IRCON is desirous that certain works should be executed by the Consultant viz. **Contract No.** \_\_\_\_\_ (hereinafter called "the Works", and has accepted a Bid by the Consultant for the execution and completion of such Works and the remedying of any defects therein.

**NOW THIS AGREEMENT WITNESSETH as follows:**

1. In this Agreement, words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement:
  - a) Letter of Acceptance of Tender
  - b) Notice Inviting Tender
  - c) Instructions to the Tenderers
  - d) Conditions of the Contract
  - e) Bill of Quantities
  - f) IRCON/IRCON GCC
3. In consideration of the payments to be made by the M/s IRCON to the Consultant as hereinafter mentioned, the Consultant hereby covenants with the M/s IRCON to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.
4. The M/s IRCON hereby covenants to pay the Consultant in consideration of the execution and completion of the Works and the remedying of defects therein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement executed the day and year first before written.

(Name, Designation and address of the authorised signatory)	(Name, Designation and address of the authorised signatory)
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Signed for and on behalf of the Consultant in the presence of:	Signed for and on behalf of the M/s IRCON in the presence of:
--	---

*Witness:*

*Witness:*

- 1.
- 2.

- 1.
- 2.

Name and address of the witnesses to be indicated.

**ANNEXURE-III**

# **UNDERTAKINGS**

**ANNEXURE-III**

**UNDERTAKING**

This is to state and affirm that M/s ..... shall not stake any claim in case IRCON changes/orders for foreclosure of the work at any of the stages subsequent to start of work for providing services based on this contract. I (undersigned) am authorized to make this undertaking.

(Name of Firm)

Witness

1.

2.

**Tender Document**

**For**

**CONSULTANCY SERVICES FOR – ARCHITECTURAL,  
STRUCTURAL, ELECTRICAL, MECHANICAL, HVAC,  
ACOUSTICS AND OTHER SERVICES RELATED TO  
NEW INDOOR SPORTS COMPLEX AT GHOLSAPUR  
(Behala), KOLKATA**

***Tender No.***

***IRCON/RO/TENDER/STADIUM CONSULTANCY/02***

**PACKET- II**

**FINANCIAL BID**

**NOVEMBER 2009**

**IRCON INTERNATIONAL LIMITED**

**C-4, DISTRICT CENTRE, SAKET,  
NEW DELHI-110017**

**PHONE:+91-11-29565666; FAX:+91-11-26522000,26854000**

**E-mail: [info@ircon.org](mailto:info@ircon.org) ; Web: [www.ircon.org](http://www.ircon.org)**

# **FINANCIAL BID**

FINANCIAL BID  
**BILL OF QUANTITIES**

<b>BRIEF DESCRIPTION OF ITEM</b>	<b>Restricted to the % age of total fee</b>	<b>% of total cost to be quoted for each activity subject to restriction against each head.</b>	
<b>(1)</b>	<b>(2)</b>	<b>(3)</b>	<b>(4)</b>
		<b>Figure</b>	<b>Word</b>
<b>A. Concept Plan &amp; Preliminary Drawings</b>	<b>10</b>		
1. Survey of Plot etc			
2. Preparation and submission of Concept Project Report,			
<b>B. Design, Architectural and Structural Design</b>	<b>50</b>		
3. Cost of making model of suitable scale			
4. Cost of making the 3-D rendered drawing			
5. Preparation & submission of Detailed Project Report			
6. Preparation of detailed architectural drawing,			
7. Preparation of detailed structural calculation & drawing for each floor,			

<b>BRIEF DESCRIPTION OF ITEM</b>	<b>Restricted to the % age of total fee</b>	<b>% of total cost to be quoted for each activity subject to restriction against each head.</b>	
<b>(1)</b>	<b>(2)</b>	<b>(3)</b>	<b>(4)</b>
		<b>Figure</b>	<b>Word</b>
8. Preparation of electrical scheme & drawing complete for the purpose of making shafts and cutout, location etc.			
9. Preparation of detailed telecommunication scheme and drawing complete for the purpose of making shafts and cutout, location etc,			
10. Preparation of detailed plumbing, sanitary drawings complete for the purpose of making shafts and cutout, location etc,			
11. Preparation of detailed fire fighting arrangement complete,			
12. Preparation of detailed Air conditioning arrangement, ducting etc complete for the purpose of making shafts and cutout, location etc.			
13. Preparation of details of rain water harvesting,			
14. Preparation of details/drawings of water supply,			

BRIEF DESCRIPTION OF ITEM	Restricted to the % age of total fee	% of total cost to be quoted for each activity subject to restriction against each head.	
(1)	(2)	(3) Figure	(4) Word
15. Preparation of details/drawings of sewerage disposal,			
16. Preparation of details/drawings of external electric supply, HVAC			
17. Preparation of details/drawings of electric sub-stations if required			
18. Preparation of details/drawings for power back up			
19. Preparation of Bill Of Quantity and tender document.			
20 Preparation of Tender Documents			
<b><u>C. During Construction</u></b>	<b>20</b>		
21. Cost of each site visit.			
22. To solve related problems related to the design & drawings during the period of execution.			
23. On achieving the 25% physical progress of construction work. _____			
24. On achieving the 50% physical progress of construction work. _____			

<b>BRIEF DESCRIPTION OF ITEM</b>	<b>Restricted to the % age of total fee</b>	<b>% of total cost to be quoted for each activity subject to restriction against each head.</b>	
<b>(1)</b>	<b>(2)</b>	<b>(3)</b>	<b>(4)</b>
		<b>Figure</b>	<b>Word</b>
25. On achieving the 75% physical progress of construction work. _____			
26. On achieving the 100% physical progress of construction work. _____			
<b>D. On submission of Interior design and Acoustics detailing of the office building</b>	<b>5</b>		
<b>E. On submission of completion drawings</b>	<b>5</b>		
<b>F. On submission of Occupancy /completion certificate with all statutory approvals</b>	<b>10</b>		
<b>Total %</b>	<b>100</b>	<hr/>	

**NOTE:**

- a. The quoted fee shall be exclusive of Service Tax statutorily applicable which shall be paid extra as per actual notified rate if applicable.
- b. It is specified here that the accepted Lump Sum payment shall be adjusted in the manner specified in the Conditions of Contract vide Clause 4.0 of Conditions of Contract.

**IRCON RESERVES THE RIGHT TO SPLIT THE WORK AMONG VARIOUS BIDDERS DECISION OF IRCON IN THIS REGARD SHALL BE FINAL AND BINDING. IRCON RESERVES THE RIGHT NOT TO DIVULGE THE DETAILS OF OTHER BIDDERS.**