



**SPORTS AUTHORITY OF INDIA,
Netaji Subhas Southern Centre,
Mysore Road , BENGALURU-560056**

☎: 080-23213204 / Fax 23215214, email: sainsscblor@gmail.com
(Website: <http://sportsauthorityofindia.nic.in>)

E-TENDER

FOR

THE WORK OF

**COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT (AMC)
FOR THE CLEANING AND MAINTENANCE OF SWIMMING
POOL AND HYDROTHERAPY UNIT COMPLEX FOR A PERIOD
OF 01 YEAR AT NSSC, BENGALURU FOR SPORTS AUTHORITY
OF INDIA.**

Name of Contractor : _____

Date of application & receipt : _____

Tender issued on : _____

Date of receipt of tender : _____

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Ref.No.SAI/NSSC/ENGG/AMC/SP/226/2020-21

Date: 31.07.2020

OPEN TENDER NOTICE

SAI, NSSC, Bengaluru invites online tender from experienced and competent agencies who are registered with GeM/KPWD/CPWD/MES/NPCC or any State/Central Government bodies for the work of Annual Maintenance Contract (AMC) of Swimming Pool Complex for a period of 01 year at NSSC, Bengaluru for Sports Authority of India. Tender forms can be downloaded from the CPP Portal <http://eprocure.gov.in/eprocure/app> & <http://sportsauthorityofindia.nic.in>

A	Name of work	Comprehensive Annual Maintenance Contract (AMC) for the cleaning and maintenance of Swimming Pool Complex and Hydrotherapy Unit for a period of 01 year at NSSC, Bengaluru for Sports Authority of India.
B	Completion time	12 months
C	Earnest Money Deposit	Rs.2,00,000 (Two lakhs only) in the form of DD/BG/FDR (BG/FDR shall be valid for 90 days) in favour of SAI payable at Bengaluru.
D	Validity of tender	30 days from date of opening of tender
E	Receipt of tenders	21/08/2020 up to 3.00 PM
F	Opening of technical bid	21/08/2020 at 3.30 PM

1. The bidders are requested to read the tender document carefully and ensure compliance with all specifications/instructions herein. Non-compliance with specifications/instructions in this document may disqualify the bidders for the tender exercise. The Senior Director, NSSC, Bangalore reserves the right to select the firm or to reject any bid wholly or partly without assigning any reason. Incomplete tenders, amendments and additions to tender after opening or late tenders are liable to be ignored and rejected.

CRITICAL DATE SHEET

Publication of the Tender Document	09-11-2020@ 13.00
Downloading of Bid Document Start Date	10-11-2020@ 11.00
Bid Submission Start Date	10-11-2020@ 11.00
Bid Submission End Date	30-11-2020@ 11.00
Clarification Start Date	09-11-2020@ 11.00
Bid Opening Date	1-12-2020@ 11.00

2. Bidder may download the Bidding Documents from the CPP Portal of Govt. of India
i.e. <http://eprocure.gov.in/eprocure/app> Bidders shall ensure that their Bids, complete in all respect should be uploaded online before the closing date

and time as indicated in the critical date sheet above on CPP Portal <http://eprocure.gov.in/eprocure/app>.

3. Bids shall be submitted online only at CPP website: <http://eprocure.gov.in/eprocure/app> Tenderers /Bidders are advised to follow the instructions provided in the **clause 1 of Instruction to Bidder** for the e-submission of the bids online through the Central Public Procurement Portal for e-Procurement at <http://eprocure.gov.in/eprocure/app>
4. Tenderer who has downloaded the tender from the Central Public Procurement Portal (CPP) website <http://eprocure.gov.in/eprocure/app> and SAI website www.sportsauthorityofindia.nic.in **shall not tamper/modify the tender form including downloaded price bid template in any manner. In case if the same is found to be tempered/ modified in any manner,** tender will be completely rejected and EMD would be forfeited and tenderer is liable to be banned from doing business with SAI.
5. Intending tenderers are advised to visit again CPP website <http://eprocure.gov.in/eprocure/app> and SAI website www.sportsauthorityofindia.nic.in at least 3 days prior to closing date of submission of tender for any corrigendum / addendum/amendment.
6. **Manual bid shall not be accepted.**

**Senior Director
NSSC Bangalore**

QUALIFYING CRITERIA:

The intending Bidder should fulfill the following minimum qualifying criteria:

1. The Bidder should have worked in maintenance of Swimming Pool Complex for the last 5 years in India with any Govt. Departments /Autonomous Institutions/ Universities/ Public Sector Undertakings etc (Proof of same to be submitted along with bid).
2. Bidder should have valid registration with the Registrar of firms.
3. Bidder should have minimum 5 years of experience in maintenance of swimming pool and the value of work completed should not be less than the amount equal to Rs. 40 lacs (copy of work order to be submitted along with bid)
4. The bidder should have a PAN card in the name of firm.
5. The Bidder should have commercial Tax Registration and GST registration.
6. Small scale Industries registered with the national small scale industries corporation shall be exempted from payment of tender cost/earnest money deposit as per eligibility .
7. Bidders seeking exemption should enclose a photocopy of valid Registration certificate duly self attested giving details such as product/services and monetary limits, failing which they run the risk of their tenders being ineligible for this concession. SAI is free to get the documents verified from NSIC.
8. SAI may consider award of work to MSEs as per provision of public procurement policy for Micro and Small enterprises (MSEs) order, 2012 with special provision for public procurement policy for micro & small enterprises owned by the scheduled caste or the scheduled tribe entrepreneurs.
9. **EPF Registration:** the agency must have EPF registration.
10. SAI reserve the right to reject any or all applications without assigning any reason thereof.
11. The bidder shall furnish self-attested copies of the supporting documents against Para 1 to 11 above and also furnish the supporting documents as asked for in NIT.
12. In support of Para 1 above, the bidder shall furnish Performance Statement in the prescribed format and also furnish the supporting documents.

The issuance of tender document on the basis of above documents does not mean the agency has been technically qualified. Hence, agencies/bidders are advised to submit all the relevant documents/ credentials required in tender for technical qualification along with their bid.

Any corrigendum/addendum/errata in respect of the above tender shall be made available at CPP Portal. No further press advertisement will be given. Hence, prospective bidders are advised to visit CPPPortal regularly for above purpose.

Senior Director

SAI , NSSC

3. INFORMATION AND INSTRUCTIONS TO BIDDERS

1. Introduction for online bid submission:

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates(DSC). The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal. For more information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in//eprocure/app>.

REGISTRATION:

- (i) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in//eprocure/app>) by clicking [onthelink\OnlinebidderEnrolment\ontheCPP](#) Portal which is free of charge.
- (ii) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- (iii) Bidders are advised to register their valid e-mail address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- (iv) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify/TCS/nCode/ eMudhra etc.), with their profile.
- (v) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- (vi) Bidder then logs in to the site through the secured log-in by entering their user ID /password and the password of the DSC /e-Token.

SEARCHING FOR TENDERDOCUMENTS:

- (i) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- (ii) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- (iii) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from thehelpdesk.

PREPARATION OF BIDS:

- (i) Bidder should take into account corrigendum published on the tender document before submitting their bids.
- (ii) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents – including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- (iii) Bidder, in advance, should get ready the technical bid documents to be submitted as indicated in the tender document, **they can be in PDF format.** Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- (iv) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS:

- (i) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- (ii) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- (iii) **Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.**
- (iv) **Bidder should prepare the EMD as per the instruction specified in the tender document. The original should be posted/couriered/given in person to the concerned official latest by the last date of bid submission or as specified in the tender documents. The details of the DD physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.**

- (v) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- (vi) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- (vii) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- (viii) Upon the successful and timely submission of bids (ie after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with bid no. and the date & time of submission of the bid with all other relevant details.
- (ix) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.
- (x) The tenders will be received online through portal <http://eprocure.gov.in/eprocure/app>. In the Technical Bids, the bidders are required to upload all the documents in **.pdf format**. All bids (**both Technical and Financial should be submitted in the E- procurementportal**).

ASSISTANCE TO BIDDERS

- (i) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contract person indicated in the tender.
- (ii) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The 24 x 7 Help Desk Number 0120-4200462, 0120-4001002, 0120-4001005 Mobile: +91 8826246593 and E-Mail :support-eproc@nic.in

2. Language of Bid

The Bid submitted by the Bidder and all subsequent correspondence and

documents relating to the Bid exchanged between the Bidder and the purchaser, shall be written in the English language. However, the language of any printed literature furnished by the Bidder in connection with its Bid may be written in any other language provided the same is accompanied by an English translation and, for purposes of interpretation of the Bid, the English translation shall prevail.

3. Amendments to Bidding Documents

At any time prior to the deadline for submission of Bids, the Tender Inviting Authority may, for any reason deemed fit, modify the Bidding Documents by issuing suitable amendment(s) to it.

Such an amendment to the Bidding documents will be uploaded on CPP portal, SAI website www.sportsauthorityofindia.nic.in and SAI, NSSC, Bangalore website www.saisouthbengaluru.org only.

Prospective Bidders are advised in their own interest to visit above mentioned websites for any amendment etc. before submitting their Bids.

Before formulating the Bid and submitting the same to the Tender Inviting Authority, the Bidder should read and examine all the terms, conditions, instructions etc. contained in the Bidding Documents. Failure to provide and/or comply with the required information, instructions etc. incorporated in these Bidding Documents may result in rejection of its Bid.

4. MODE OF SUBMISSION OF TENDER

The bidder/Supplier has to submit online bids through e-procurement portal <http://eprocure.gov.in/eprocure/app> Technical bid (Cover 1) & Financial bid (Cover 2).

COVER-1 : TECHNICAL BID

The technical bid must be accompanied with the following documents:-

TECHNICAL BID, UPLOAD THE FOLLOWING DOCUMENTS IN THE TECHNICAL BID:-

- a. Scanned copy of Demand Draft on account of Earnest Money Deposit (EMD) of Rs. 2,00,000.00 (Rupees Two Lakh only) in favour of SAI NSSC, payable at Bengaluru or Banker's Cheque or Fixed Deposit Receipt (drawn in favour of SAI NSSC, Bengaluru) or in the form of Bank Guarantee of any Scheduled / Nationalized Bank. (FDR/BG shall be valid for 90 days)
- b. Scanned Copy of the enlistment order and certificate of work experience and all other documents as specified in the NIT qualification criteria.
- c. General Information of the Bidder.

- d. Clause by clause compliance demonstrating substantive responsiveness by signing and stamping on all the pages of the original bid document by authorized person(s).

Note-1: The bidding companies/firms/agencies are required to attest (self attestation) the copies of documents, along with the bid, signed on each page with seal, to establish the bidders' eligibility and qualifications failing which their bid shall be summarily rejected and will not be considered. The bidders are responsible for what they attest and claim; if, later on, it is found that whatever has been attested by the bidder is not true/ correct, the company/ firm / agency of the bidder will be black- listed for purpose of procurement of any item(s), in addition to attracting penal provisions of the tender document.

Note-2: The Technical bid shall not include any financial information. Such a bid shall be summarily rejected.

COVER -2 : FINANCIAL / PRICE BID

Financial offer should be submitted **in PDF** .

- (a) The Financial Bid will contain the unconditional Price Bid duly signed by the authorized signatory.
- (b) The Financial Bid should be submitted in the format prescribed. These prices should include all costs associated with the project including any out of pocket / mobilization expenses, all taxes, charges, levies, cess, GST, etc. including all tax as applicable. The Prime Cost (PC) rates / Basic Prices mentioned in this NIT include all costs associated with the supply of material to the site including all taxes, charges, levies, cess, GST, etc.
 - i) In case of change of the tax structure in GST in future, payment of the respective tax will automatically shall be payable on the change of tax structure.
 - ii) In the event, no rate has been quoted for any item(s), leaving space in figure(s), words(s) and amount blank, it will be presumed that the bidder has included the cost of this/these item(s) in other items. Rates for such item(s) shall accordingly be considered as Zero and no payment shall be made for the works to be done by the bidder as per item/these items.
 - iii)The bidder has to consider the above clauses and quote most competitive bid accordingly.

5. Bid Prices

The prices quoted by the Bidder shall remain firm and fixed during the currency of the contract and not subject to variation on any account.

6. Alternative Bids – “Not Applicable”

7. Agreement shall be drawn with the successful bidder on prescribed Form which is available in the tender. Bidder shall quote his rates as per various terms and conditions of the tender which will form part of the Agreement.

8. EMD/Bid Security & Tender Cost

Tender Cost: Nil

EMD/ Bid Security: Bidder should furnish an EMD of an amount of **Rs.2,00,000/- (Rupees Two lacs Only)** in the shape of DD from a scheduled bank in India drawn in favour of "**SAI NSSC, Bangalore** " payable at **Bangalore**. This EMD should be submitted in sealed envelope super-scribed as EMD & Tender No. **SAI/NSSC/NCOE / 15/2020**" on or before last date & time of submission of bids. In the absence of tender cost & EMD, the tender will be rejected. In the event of the awardee bidder backing out, EMD of that bidder will be forfeited.

This envelope having tender fee & EMD should reach to the Office of Senior Director, Sports Authority of India, Netaji Subhas Southern Centre, Mysore Road, Bangalore – 560 056 on or before last date & time of submission of bid , i.e.

In case as per Notification of Government of India if the Bidder falls in the category of exemption of Bid Security, it should furnish the relevant Notification along with required documents like valid Registration Certificate etc.

Unsuccessful Bidders' Bid Security will be returned to them without any interest, after expiry of the Bid validity period, but not later than thirty days after conclusion of the resultant contract. Successful Bidder's earnest money will be returned without any interest, after receipt of performance security from that Bidder.

Bid Security of a Bidder will be forfeited, if the Bidder withdraws or amends its Bid or impairs or derogates from the Bid in any respect within the period of validity of its Bid without prejudice to other rights of the SAI. The successful Bidder's Bid Security will be forfeited without prejudice to other rights of SAI if it fails to furnish the required performance security within the specified period.

9. Bid Validity

The Bid shall remain valid for acceptance for a period of 30 days after the date of Bid opening prescribed in the Bidding Document. Any Bid valid for a shorter period shall be treated as unresponsive and rejected.

In exceptional cases, the Bidders may be requested by the Tender Inviting Authority to extend the validity of their Bids up to a specified period. The Bidders, who agree to extend the Bid validity, are to extend the same without any change or modification of their original Bid and

they are also to extend the validity period of the Bid Security accordingly. A Bidder, however, may not agree to extend its Bid validity without forfeiting its Bid Security.

In case the day up to which the Bids are to remain valid falls on or subsequently declared a holiday or closed day for SAI, the Bid validity shall automatically be extended up to the next working day.

10. Signing of Bid

The Bidders shall submit their Bids as per the instructions contained in ITB. Bid shall be typed and the same shall be signed by the bidder or by a person(s) who has been duly authorized to bind the bidder to the contract and upload in PDF format.

The bid shall be duly signed at the appropriate place as indicated in the Bidding Documents and all other pages of the Bid. The Bid shall not contain any erasure or overwriting.

Bidding Document seeks following **Two Bid System**, in two parts. First part will be known as '**Technical Bid**', and the second part '**Price Bid**' as specified in clause-4 of ITB.

- 11.** The time allowed for carrying out the entire work will be 01year(365 days three Sixty Five days).The date of start shall be reckoned from 10thday from the date of issue of letter of acceptance.
- 12. Performance Guarantee:** The bidder whose bid is accepted will be required to furnish performance guarantee of 10% (Ten Percent) of the contract amount within 10 days from the date of issue of Letter of Acceptance which is mandatory for signing of the agreement between SAI NSSC and the successful bidder. This guarantee shall be in the form of Demand Draft/Bankers Cheque/ Pay order/ Fixed Deposit Receipt/GovernmentSecurities/BankGuaranteeofanyScheduled/NationalizedBank in accordance with the prescribed form valid for a period of 14 months (12 months contract period + 1 month defects liability period + 1 month after defects liability period) from the date of start work. In case the bidder fails to deposit the said performance guarantee within the period as indicated in LOI, the Earnest Money deposited by the bidder shall be forfeited automatically without any notice to the bidder. Penalty against late submission of Performance guarantee beyond the stipulated time is **0.01% (Zero point Zero One Percent)** of the performance guarantee amount per day of delay on valid reasons for a maximum of additional 10 days.
- 13.** Intending bidders are mandatorily required to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to the nature of the work, the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstanceswhichmayinfluenceoraffecttheirtender..Thebiddershall affix his signature in the register maintained by the Engineer-in-charge Sports Authority of India before and after inspection of the site. The tenders of those who fail to carry out site inspection before submission of tenders are liable to be summarily rejected .The bidder shall be responsible for arranging

and maintaining at his own cost all materials, tools & plants, water, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a tender by a bidder implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be carried out and local conditions and other factors having a bearing on the execution of the work.

14. The bidders shall not be entitled during the period of validity of their offers, to revoke or withdraw their tenders or vary any terms in regard thereof without the consent of the SAI NSSC in writing. The bidder shall not get his earnest money paid along with the tender forfeited for any violation of this clause.
15. If the bidders fail to commence the work given in the scope of work within 10 days from the date of issue of written order to commence the work, the SAI NSSC shall have a right to forfeit the earnest money deposited by the Bidder absolutely without prejudice to other rights and remedies available with SAI NSSC.

16. **Opening of Bids**

The Tender Inviting Authority will open the Bids at the specified date and time and at the specified place as indicated in the **Critical Date Sheet**.

In case the specified date of Bid opening falls on or is subsequently declared a holiday or closed day for the purchaser, the Bids will be opened at the appointed time and place on the next working day.

Authorized representatives of the Bidders, who have submitted Bids on time may attend the Bid opening provided they bring with them letters of authority from the corresponding Bidders acknowledgement letter of bid submission.

Two - Bid system as mentioned in Para 4 above will be as follows. The **Technical Bids** are to be opened in the **first instance**, at the prescribed time and date as indicated in Critical Date Sheet. These Bids shall be scrutinized and evaluated by the Tender Inviting Authority with reference to parameters prescribed in the Bidding Document. During the Technical Bid opening, the Bid opening official(s) will read the salient features of the Bids like brief description of the services offered, Completion period, Bid Security and any other special features of the Bids, as deemed fit by the Bid opening official(s). Thereafter, in the **second stage**, the sample selection process of the technically eligible firms will be taken after selection of sample by the committee. Then, the **third stage** the Price Bids of only the Technically eligible firm & sample selection acceptable offers (as decided in the first stage & second stage) shall be opened for further scrutiny and evaluation on a date notified after the evaluation of the Technical Bid & sample selection.

The prices, special discount if any, offered etc., as deemed fit by Bid opening official(s) will be readout.

17. Scrutiny of Bids

The Tender Inviting Authority will examine the Bids to determine whether they are complete, whether the documents have been properly signed, stamped and whether the Technical Bids are generally in order.

Prior to the evaluation of Financial Bids, the Tender Inviting Authority will determine the substantial responsiveness of each Bid to the Bidding Document. For purposes of these clauses, a substantially responsive Bid is one, which conforms to all the terms and conditions of the bid document.

If a Bid is not substantially responsive, it will be rejected by SAI.

18. SAI's Right to accept any Bid and to reject any or all Bids

SAI reserves the right to accept in part or in full any Bid, or reject any or more Bid(s) without assigning any reason or to cancel the Bidding process and reject all Bids at any time prior to award of contract, without incurring any liability, whatsoever to the affected Bidder or Bidders.

19. Corrupt or Fraudulent Practices

It is required by all concerned namely the Bidders to observe the highest standard of ethics during the execution of such contracts. In pursuance of this policy, the SAI: -

will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent or collusion or coercive practices in competing for the contract in question; will declare a firm ineligible or blacklist, either indefinitely or for a stated period of time, to be awarded a contract by the SAI if it at any time determines that the firm has engaged in corrupt or fraudulent or collusion or coercive practices in competing for, or gross/deliberate negligence in executing the contract.

SAI reserves the right not to conclude supply order and in case supply order has been issued, terminate the same, if, found to be obtained by any misrepresentation, concealment and suppression of material facts by the Bidder. In addition, Bid Security/Performance Security (as the case may be) deposited by the Bidder shall be forfeited and legal as well as administrative action for such misrepresentation, concealment & suppression of material facts shall be initiated.

GENERAL CONDITIONS OF CONTRACT : INTERPRETATION & DEFINITION

1. **Singular & Plural:** - Where the context so requires, words imparting the singular only also include the plural and vice versa.
2. **Headings & Marginal notes to conditions:** - Headings and marginal notes to those general conditions shall not be deemed to form part thereof or to be taken into consideration in the interpretation or construction thereof or of the contract.
3. **Definitions:** -
 - a) **`Owner`** means the **Sports Authority of India, NSSC, Bengaluru** and shall include their legal representatives, heirs and successors.
 - b) The **`Accepting Authority`** shall mean the Senior Director, SAI NSSC, Bengaluru
 - c) The **"Contract / NIT"** shall mean the notice inviting tender, the tender and acceptance thereof and the formal agreement, if any, executed between Sports Authority of India, NSSC ,Bengaluru and the Bidder together with the documents referred to therein including these conditions with appendices and any special conditions, the specifications, designs, schedule of quantities with rates and amounts and schedule of rates. All these documents taken together shall be deemed to form one contract and shall be complimentary to one another.
 - d) The **"Bidder"** shall mean the individual or firm or company whether incorporated or not, undertaking the works and shall include legal representatives of such individual or persons composing such firm or unincorporated company or successors of such firm or company as the case may be and permitted assigns of such individual or firm or company.
 - e) A **"Day"** shall mean a day of 24 hours from mid-night to midnight irrespective of the number of hours worked in that day.
 - f) **"Engineer-in-charge"** shall mean the Engineer officer appointed by the Owner or his duly authorized representative who shall direct, supervise and be in-charge of the works for purposes of this contract.
 - g) **"Excepted risks"** are risks due to riots (otherwise than among Bidder's employees) and civil commotion (in so far as both these are uninsurable), war (whether declared or not), invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power any acts of govt. damage from aircraft, acts of God such as earth-quake lightning and unprecedented

floods and other causes ever which the Bidder has no control and accepted as such by the Accepting Authority.

- i) "**Market rate**" shall be the rate as decided by the Engineer-in-charge on the basis of the cost of materials and labour at the site where the work is to be executed.
- j) "**Schedule(s)**" referred to in these conditions shall mean the relevant schedule(s) annexed to the tender papers issued by the Owner and the amendments thereon issued from time to time.
- k) The "**Site**" shall mean the premises and/or other places on under in or through which the work is to be executed under the contract including any other lands or places which may be allotted by the Owner or used for the purposes of the contract.
- l) "**Temporary works**" shall mean all temporary works of every kind required in or about the execution, completion or maintenance of the works.
- m) "**Urgent works**" shall mean any urgent measures which, in the opinion of the Engineer-in-charge, become necessary during the progress of the work to obviate any risks of accident of failure or which become necessary for security.
- n) A "**Week**" shall mean seven days without regard to the number of hours worked in any day in that week.
- o) The "**Works**" shall mean the works to be executed in accordance with the contract or part(s) thereof as the case may be and shall include all extra or additional, altered or substituted works or temporary and urgent works as required for performance of the contract.

4. **Contract Documents** :- The Bidder shall furnish, one true copy of the contract documents except standard specification and he should keep the copy of these documents on the site in good order, and the same shall at all reasonable times be available for inspection and use by the Engineer-in-charge, his representatives or by other inspecting officers.

None of these documents shall be used by the Bidder.

The Bidder shall take necessary steps to ensure that all persons employed on any work in connection with this contract have noticed that the Indian Official Secrets Act 1923 (XIX of 1923) applies to them and shall continue to apply even after the execution of such works under the contract.

5. **Works to be carried out** :- The work to be carried out under the contract shall, except as otherwise provided in these conditions, include all labour, materials, tools, plant, equipment, and transport which may be required in preparation of and for and in the full and entire execution and completion of the works. The descriptions given in the Schedule of Quantities shall, unless otherwise stated, be held to include wastage

on materials, carriage and cartage, carrying in return of empties, posting, setting, fitting and fixing in position and all other labour necessary in and for the full and entire execution and completion as aforesaid in accordance with good practice and recognized principles.

6. **Inspection of site** :- The Bidder shall inspect and examine the site, and its surrounding and shall satisfy himself before submitting his tender as to the nature of the complex, the form and nature of the site, the quantities and nature of work and material necessary for the completion of the works and the means of access to the site, the accommodation he may require and in general shall himself obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect his tender. No extra charges consequent on any misunderstanding or otherwise shall be allowed.
7. **Sufficiency of tender**: - The Bidder shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices quoted in the schedule of quantities, which rates and prices shall except as otherwise provided, cover all his obligations under the contract and all matters and things necessary for the proper completion and maintenance of the works.
8. **Discrepancies and adjustment of errors**: - The several documents forming the contract are to be taken as mutually explanatory of one another, detailed drawing being followed in preference to small-scale drawing and figure dimensions in preference to scale and special conditions in preference to general conditions.

In case of discrepancy between Schedule of Quantities, the Specifications and/or the drawings, the following order to preference shall be observed.

- a) Particular specifications and special conditions if any.
- b) Drawings.
- c) General specification.

If there are varying or confusing provisions made in any one documents forming part of the contract, the accepting authority shall be the deciding authority with regard to the intention of the document.

Any error in description, quantity or rate in Price Bid or any omission there from shall not vitiate the contract or release the Bidder from the execution of the whole or any part of the works comprised therein according to the drawing and specifications or from any of his obligations under the contract.

If on check there are found to be differences between the rates given by the Bidder in words and figures or in the amount worked out by him in the schedule of quantities and general summary, the same shall be adjusted in accordance with the following rules :-

- a) In the event of a discrepancy between description in words and figures quoted by a Bidder, the description in words shall prevail.
- b) In the event of an error occurring in the amount column of schedule of quantities as a result of wrong extension of the unit rate and quantity, the unit rate shall be regarded as firm and extension shall be amended on the basis of the rate.

- c) All errors in totaling in the amount column and in carrying forward totals shall be corrected.
 - d) The totals of various sections of schedule of quantities amended shall be carried over to the general summary and the tendered sum amended accordingly. The tendered sum so altered shall, for the purpose of tender, be substituted for the sum originally tendered and considered for acceptance instead of the original sum quoted by the Bidder.
9. All compensation or other sums of money payable by the Bidder under the terms of this contract or any other contract or any other account whatsoever may be deducted from or paid by the sale of a sufficient part of his Performance Guarantee or from any sums which may be due or may become due to the Bidder by Owner on any account whatsoever and in the event of his security deposit being reduced by reasons of such deduction or sale as aforesaid, the Bidder shall within fourteen days of receipt of notice of demand from the Engineer-in-charge make good the deficit.

Refund of Performance Guarantee: - The Performance Guarantee of the Bidder will be released after 30 days of satisfactory completion of defects liability period i.e. 01 month. The defect liability period will be reckoned from the certified date of completion of work by the Engineer-in-Charge.

On expiry of the Defects Liability period (01 month) or on payment of the amount of the final bill whichever is later, the Engineer-in-charge shall on demand from the Bidder, refund to him the Performance Guarantee provided the Engineer-in-charge is satisfied that there is no demand outstanding against the Bidder.

No interest shall be payable to the Bidder against the Performance Guarantee furnished / recovered from the Bidder, by the Owner.

10. **Deviations/variations extent & priming:-** The Engineer-in-charge shall have power (i) to make alterations in, omissions from, additions to, or substitutions for the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the execution of work. Nothing extra shall be paid to the Bidder. In case of reduction in the scope of work, suitable amount shall be deducted from the bills of the Bidder.

11. **Suspension of works :-**

- a) The Bidder shall, on receipt of the order in writing from the Engineer-in-charge, suspend the progress of the works or any part thereof for such time and in such manner as the Engineer-in-charge may consider necessary for any of the following reasons :-
 - i) On account of any default on part of the Bidder; or
 - ii) For proper execution of the works or part thereof for reasons other than the default of the Bidder or
 - iii) For safety of the works or part thereof, the Bidder shall, during such suspension, properly protect and secure the works to the extent necessary and carry out the instructions given in that behalf by the Engineer-in-charge.

b) If the suspension is ordered for reasons (ii) and (iii) sub-para (a) above:-

i) The Bidder shall be entitled to an extension of the time equal to the period of every such suspension plus 25%.

TIME AND EXTENSION FOR DELAY :

12. The time is essence of the contract. The time allowed for execution of work is 12 months. Date of start will be from the 10th day of issue of Letter of Acceptance. If the Bidder commits default in commencing the execution of the work as aforesaid, Owner shall without prejudice to any other right or remedy is at liberty to forfeit the earnest money absolutely.

As soon as possible after the contract is concluded the Engineer-in-charge and the Bidder shall agree upon a time and progress chart. The chart shall be prepared in direct relation to the time stated in the contract documents for completion of items of the works, it shall indicate the forecast of the dates of commencement and completion of various trades or sections of the work and may be amended as necessary by agreement between the Engineer-in-charge and the Bidder within the limitations of time imposed in the contract documents, and the Bidder shall in all cases in which the time allowed for any work exceeds one month complete 1/8th of the whole of the work before 1/4th of the whole time allowed in the contract has elapsed, 3/8th of the work before one half of such time has elapsed and 3/4th before 3/4th of such time has elapsed.

If the works be delayed by

- a) Force majeure, or
- b) Abnormally bad weather, or
- c) Serious loss or damage by fire, or
- d) Civil commotion, local combination of workmen, strike or lockout, affecting any of the trades employed on the work, or
- e) Delay on the part of other Bidders or tradesmen engaged by Owner in Executing work not forming part of the contract, or
- f) Non-availability of stores, which are the responsibility of Owner to supply, or
- g) Any other cause which, in the absolute discretion of the authority mentioned in General conditions of contract are beyond the Bidder's control;

then upon the happening of any such event causing delay, the Bidder shall immediately give notice thereof in writing to the Engineer-in-charge but shall nevertheless use constantly his best endeavors to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer-in-charge to proceed with the works.

Request for extension of time, to be eligible for consideration, shall be made by the Bidder in writing within fourteen days of the happening of the event causing delay. The Bidder may also if practicable indicate in such a request the period for which extension is desired.

In any such case the authority mentioned in General condition of contract may give a fair and reasonable extension of time for completion of the work. Such extension shall be communicated to the Bidder by the Engineer-in-charge in writing, within 15 days or the date of receipt of such request by the Engineer-in-charge. However such extension shall not entitle the Bidder to any claim for financial compensation.

The Bidder shall arrange at his own expense all tools, plant and equipment (hereinafter referred to as T & P) required for execution of the work.

13. **MATERIALS:**

a) The Bidder shall provide all materials required for the works at his own expenses.

- 1) All materials to be provided by the Bidder shall be in conformity with the specifications laid down in the contract and the Bidder shall, if request by the Engineer-in-charge furnish proof to the satisfaction of Engineer-in-charge that the materials so comply.
- 2) The Bidder shall at his own expenses and without delay supply to the Engineer-in-charge samples of materials proposed to be used in the works. The Engineer-in-charge shall within seven days of supply of samples or within such further period as he may require intimate to the Bidder in writing, whether samples are approved by him or not. If samples are not approved, the sub-bidder shall forthwith arrange to supply to the Engineer-in-charge for his approval fresh samples complying with the specification laid down in the contract.
- 3) The Engineer-in-charge shall have full powers to demand removal of any or all of the materials brought to site by the Bidder which are not in accordance with the contract specifications or do not conform in character or quality to samples approved by him. In case of default on the part of the Bidder in removing rejected materials the Engineer-in-charge shall be at liberty to have them removed by other means. The Engineer-in-charge shall have full powers to procure other proper materials to be substituted for rejected materials and in the event of the Bidder refusing to comply, he may cause the same to be supplied by other means. All costs, which may attend upon such removal and/or substitution, shall be borne by the Bidder.

The Bidder shall indemnify the Owner, its representatives or employees of the Owner against any action, claim or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay any royalties or other charges which may be payable in respect of any articles or material or part thereof included in the Contract. In the event of any claim being made or action being brought against the Owner or any agent, servant or employee of the Owner in respect of any such matters as aforesaid the such Bidder shall immediately be notified thereof. Provided that such indemnity shall not apply when such infringement has taken place in complying with the specific directions issued by the Owner but the Bidder shall pay any royalties or other charges payable in respect of any such use, the amount so paid being reimbursed to the Bidder only if the use was the result of any drawings and/or specifications issued after submission of the tender.

Subject as hereinafter provided in condition all charges on account of octroi, terminal or sales tax and other duties on materials obtained for the works from any source (excluding materials supplied by the Owner) shall be borne by the Bidder.

The Engineer-in-charge shall be entitled to have tests, carried out as specified in the contract for any materials supplied by the Bidder other than those for which as stated above satisfactory proof has already been furnished at the cost of the Bidder and the Bidder shall provide at his expense all facilities which the Engineer-in-charge may require for the purpose. If no tests are specified in the contract, and such tests are required by the Engineer-in-charge, the Bidder shall provide all facilities required for the purpose and the charges for these tests shall be borne by the Bidder. The cost of materials consumed in tests shall be borne by the Bidder in all cases except when otherwise provided.

In addition, the Bidder shall perform/submit at his own cost such tests/samples as may be required by the Engineer-in-charge.

14. **Material to be supplied by the Owner :-**

No materials are to be supplied by the Owner

General: - Materials required for the works, brought by the Bidder shall be stored by the Bidder only at places approved by the Engineer-in-charge, storage and safe custody of material shall be the responsibility of the Bidder.

Owner officials concerned with the contract shall be entitled at any time to inspect and examine any materials intended to be used in or on the works, either on the site or at factory or workshop or other place(s) where such materials are assembled, fabricated, manufactured or at any places(s) where these are lying or from which these are being obtained and the Bidder shall give such facilities as may be required for such inspection and examination.

All materials brought to the site shall become and remain the property of the Owner and shall not be removed off the site without the prior written approval of the Engineer-in-charge but whatever the works are finally completed and advance, if any, in respect of any such material is fully recovered, the Bidder shall at his own expense forthwith remove from the site all surplus material originally supplied by him and upon such removal, the same shall rivets in and become the property of the Bidder.

15. **Labour:** - The Bidder shall employ labour in sufficient numbers to maintain the required rate of progress and of quality to ensure workmanship of the degree specified in the contract and to the satisfaction of the Engineer-in-charge. The Bidder shall not employ in connection with the works any person who had not completed eighteen years of age.

The Bidder shall furnish to the Engineer-in-charge at the intervals of 15 days, a distribution return of the number and description by trades of the work people employed on the works. The Bidder shall also submit on the 4th and 19th of every month to the Engineer-in-charge a true statement showing in respect of the second half of the preceding month and the first half of current month (I) the accidents that occurred during the said fortnight showing the circumstances under which they

happened and the extent of damage and injury caused by them and (ii) the number of female workers who have been allowed maternity benefit as provided in the maternity benefit act, 1961 or rules made there-under and the amount paid to them.

The Bidder shall pay to labour employed by him either directly to their bank accounts or through Bidders wages not less than the minimum wages as defined in the labour regulations issued by the Chief Labour Commissioner.

The Bidder shall in respect of labour employed by him or his Bidders comply with or cause to be complied with the Bidders Labour Regulations in regard to all matters provided therein.

The Bidder shall comply with the provisions of the payment of wages act, 1938, minimum wages act, 1948. Employer's Liability Act 1938. Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947, Maternity Benefit Act, 1961 and Mines Act, 1952, Contract Labour Regulation & Abolition Act, 1970, or any modifications thereof or any other law relating thereto and rules made there under from time to time.

The Bidder shall be liable to pay his contribution and the employees contribution to the state insurance scheme in respect of all labour employed by him for the execution of the contract, in accordance with the provision of "The Employees State Insurance Act, 1948" as amended from time to time. In case the Bidder fails to submit full details of his account of labour employed and the contribution payable, the Engineer-in-charge shall recover from the running bills of Bidder an amount of contribution as assessed by him. The amount so recovered shall be adjusted against the actual contribution payable for Employees State Insurance.

The Engineer-in-charge shall on a report having been made by an Inspecting Officer as defined in the Bidders Labour Regulations have the power to deduct from the moneys due to the Bidder any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfillment of the conditions of the contract for the benefit of workers, non-payment of wages or of deduction made from his or their wages which are not justified by the terms of the Contract or non-observance of the said Bidders Labour Regulations.

The Bidder shall indemnify the Owner against any payments to be made under and for observance of the regulations aforesaid without prejudice to his right to claim indemnity from his Bidder.

In the event of the Bidder committing a default or breach of any of the provisions of the aforesaid Bidders labour regulations as amended from time to time or furnishing any information or submitting or filling any form/register/slip under the provisions of these regulations which is materially incorrect then on the report of the inspecting officers as defined in the Bidder Labour Regulations the Bidder shall without prejudice to any other liability pay to the Owner a sum not exceeding Rs. 200.00 as liquidated damages for every default, breach or furnishing, making, submitting, filling materially incorrect statement as may be fixed by the Engineer-in-charge and in the event of the Bidder's default continuing in this respect, the liquidated damages may be enhanced to Rs. 200.00 per day of default subject to a maximum of five percent of the estimated cost of the works put to tender. The Engineer-in-charge shall deduct such amount from bills or security deposit of the Bidder and credit the same to the Welfare Fund constituted under regulations. The decision of the Engineer-in-charge in this respect shall be final and binding.

16. **Model Rules for Labour Welfare** :- The Bidder shall at his own expense comply with or cause to be complied with Model Rules for Labour Welfare as appended to these conditions or rules framed by Government from time to time for the protection of health and for making sanitary arrangements for workers employed directly or indirectly on the works. In case the Bidder fails to make arrangements as aforesaid, the Engineer-in-charge shall be entitled to do so and recover the cost thereof from the Bidder.
17. **Safety Code** : - The Bidder shall at his own expense arrange for the safety provisions as appended to these conditions or as required by the Engineer-in-charge in respect of all labour directly or indirectly employed for performance of the works and shall provide all facilities in connection therewith. In case the Bidder fails to make arrangements and provide necessary facilities as aforesaid, the Engineer-in-charge shall be entitled to do so and recover the cost therefore from the Bidder.

Failure to comply with Model Rules for Labour Welfare, Safety code or the provisions relating to report on accidents and grant of maternity benefits to female workers shall make the Bidder liable to pay to the Owner as liquidated damages an amount not exceeding Rs. 200.00 for each default or materially incorrect statement. The decision of the Engineer-in-charge in such matters based on reports from the inspecting officers as defined in the Bidders Labour Regulation as appended to these conditions shall be final and binding and deductions for recovery of such liquidated damage may be made from any amount payable to the Bidder.

The Bidder shall not be permitted to enter on (other than for inspection purposes) or take possession of the site until instructed to do so by the Engineer-in-charge in writing. The portion of the site to be occupied by the Bidder shall be defined and/or marked on the site plan, failing which these shall be indicated by the Engineer-in-charge at site and the Bidder shall on no account be allowed to extend his operations beyond those areas. In respect of any land allotted to Bidder for purposes of or in connection with the contract, the Bidder shall be a licenser subject to the following and such other terms and conditions as may be imposed by SAI.

- i) That he shall pay a nominal fee of Rs. 100.00 per year or part of a year for use and occupation, in respect of each and every separate areas of land allotted to him.
- ii) That such use or occupation shall not confer any right to tendency of the land to the Bidder.
- iii) That the Bidder shall be liable to vacate the land on demand by the Engineer-in-charge
- iv) That the Bidder shall have no right to any construction over this land without the written permission of the Engineer-in-charge. In case, he is allowed to construct any temporary construction he shall have to demolish and clear the same before handing over the completed work unless agreed to the contrary.

The Bidder shall provide, if necessary or if required on the site, all temporary access thereto and shall alter, adapt and maintain the same as required from time to time shall take up and clear them away as and when no longer required and as and when ordered by the Engineer-in-charge and make good all damage done to the site.

18. **Setting out the works:** - The Engineer-in-charge shall supply approved dimensioned drawings, levels and other information necessary to enable the Bidder to set out the works and the Bidder shall set out the works and the responsibility for the accuracy of the same. He shall amend at his own cost and to the satisfaction of the Engineer-in-charge any error found at any stage which may arise through inaccurate setting out unless such error is based on incorrect data furnished in writing by the Engineer-in-charge in which case the cost or rectification shall be borne by the Owner. The Bidder shall protect and preserve all bench marks used in setting out the works till end of the Defects liability period unless the Engineer-in-charge direct their earlier removal.
19. **Site Drainage:** - All water which may accumulate on the site during the progress of the works, or in trenches and excavations, from other than the excepted risks shall be removed from the site by the sub-Bidder to the satisfaction of the Engineer-in-charge and at the sub-Bidder's expense.
20. **Nuisance** :- The Bidder shall not at any time do, cause or permit any nuisance on site or do anything which shall cause unnecessary disturbance or inconvenience to owners, tenants or occupiers of other properties near the site .
21. **Materials obtained from Excavation:** - Materials of any kind obtained from excavation on the site shall remain the property of the Owner and shall be disposed of as the Engineer-in-charge may direct.
22. The Bidder shall provide and maintain at his own expense all lights, guards, fencing and watching when and where necessary or required by the Engineer-in-charge for the protection of the works or for the safety and convenience of those employed on the works or the officers of SAI and SAI Bengaluru.
23. **Bidder's Supervision:**-The Bidder shall either himself supervise the execution of the works or shall appoints a competent agent approved by the Engineer-in-charge, if the Bidder has himself not sufficient knowledge and experience to be capable of receiving instructions or cannot give his full attention to the works, the Bidder shall at his own expense, employ as his accredited agent an engineer approved by the Engineer-in-charge. Orders given to the Bidder's agent shall be considered to have the same force if these had been given to the sub-Bidder himself. If the sub-Bidder fails to appoint a suitable agency as directed by the Engineer-in-charge, the Engineer-in-charge shall have full powers to suspend the execution of the works until such date as a suitable agent is appointed and the sub-Bidder shall be held responsible for the delay so caused to the works.
24. **Inspection and approval:** - All works embracing more than one process shall be subject to examination and approval at each stage thereof and the Bidder shall give the due notice to the Engineer-in-charge or his authorized representative when each stage is ready. In default of such notice, the Engineer-in-charge shall be entitled to appraise the quality and extent thereof.

No work shall be covered up or put out of view without the approval of the Engineer-in-charge or his authorized representative and the Bidder shall afford full opportunity for examination and measurement of any work which is about to be covered up or put out of view and for examination of foundations before permanent work is placed

thereon. The Bidder shall give due notice to the Engineer-in-charge or his authorized representative whenever any such work or foundation is ready for examination and the Engineer-in-charge or his representative shall without unreasonable delay, unless he considers it unnecessary and advise the Bidder accordingly attend for the purpose of examination and measuring such work or of examining such foundations. In the event of the failure of the Bidder to give such notice he shall, if required by the Engineer-in-charge, uncover such work at the Bidder's expense.

The Engineer-in-charge or his representative shall have powers at any time to inspect and examine any part of the works and the Bidder shall give such facilities as may be required for such inspection and examination.

25. **Duties and powers of Engineer-in-charge's representatives:** - The duties of the representative of the Engineer-in-charge are to watch and supervise the works and to test and examine any materials to be used or workmanship employed in connection with the works. He shall have no authority to order any work involving any extra payment by the Owner not to make any variation in the works.

The Engineer-in-charge may from time to time in writing delegate to his representative any of the powers and authorities vested in the Engineer-in-charge and shall furnish to the Bidder a copy of all such written delegation of powers and authorities. Any written instruction or written approval given by the representative of the Engineer-in-charge to the Bidder within the terms of such delegation shall bind the Bidder and the Owner as though it has been given by the Engineer-in-charge.

Failure of the representatives of the Engineer-in-charge to disapprove any work or materials shall not prejudice the power of the Engineer-in-charge thereafter to disapprove such work or materials and to order the pulling down, removal or breaking up thereof.

If the Bidder shall be dissatisfied with any decision of the representative of the Engineer-in-charge he shall be entitled to refer the matter to the Engineer-In-Charge. who shall there upon confirm, reverse or vary such decision.

26. **Removal of Workmen:-**

The Bidder shall employ for the execution of the works only such persons who are skilled and experienced in their respective trades and the Engineer-in-charge shall be at liberty to object to and direct the Bidder to remove from the works any person or persons employed by the Bidder for the execution of the works who in the opinion of the Engineer-in-charge misconducts himself or is incompetent or negligent in the proper performance of his duties and such person shall not be again employed upon the works without permission of the Engineer-in-charge.

27. **Uncovering and making good :-** The Bidder shall uncover any part of the works, make opinions in or through the same as the Engineer-in-charge may from time to time direct for his verification and shall reinstate and make good such part to the satisfaction of the Engineer-in-charge. If any such part has been covered up or put out of view after being approved by the Engineer-in-charge and is subsequently found on uncovering to the executed in accordance with the contract the expenses of uncovering and/or making opening in or through, reinstating and making good the same shall be borne by the Bidder.

28. **Work during night or on Sundays and holidays** :- Working during night or on Sundays or on authorized holidays should be with the permission of the Engineer-in-charge.
29. **Completion certificate**:- As soon as the work is completed the Bidder shall give notice of such completion to the Engineer-in-charge and within thirty days of receipt of such notice the Engineer-in-charge shall inspect the work and shall furnish the Bidder with a certificate of completion indicating (a) date of completion (b) defects to be rectified by the Bidder and/or (c) items for which payment shall be made at reduced rates. When separate periods of completion have been specified for items or groups of items, the Engineer-in-charge shall issue separate completion certificates for such item or groups of items. No certificate of completion shall be issued nor shall the work be considered to be complete till the Bidder shall have removed from the premises on which the work has been done except such as are required for rectification of defects, rubbish and all huts and sanitary required for his workmen on the site in connection with the execution of the work, as shall have been erected by the Bidder of the workmen and cleaned all dirt from the parts of building(s) in upon or about which the work has been executed or of which he may have had possession for the purpose of the execution thereof and cleaned floors, gutters and drains, cased doors and sashes, nailed locks and fastenings, labeled keys clearly and handed them over to the Engineer-in-charge and made the whole premises fit for immediate occupation or use to the satisfaction of the Engineer-in-charge. If the Bidder shall fail to comply with any of the requirements of this conditions as aforesaid, on or before the date of completion of the works the Engineer-in-charge may at the expense of the Bidder fulfill such requirements and dispose of the scaffolding, surplus materials and rubbish, etc. as he thinks fit and the Bidder shall have no claim in respect of any such scaffolding or surplus materials except for any sum actually realized by the sale thereof less the cost of fulfilling the requirements and any other amount that may be due from the Bidder. If the expense of fulfilling such requirements is more than the amount realized on such disposal as aforesaid the Bidder shall forthwith on demand pay such excess.

If at any time before completion of the entire work, items or groups of items for which separate periods of completion have been specified, have been completed, the Engineer-in-charge can take possession of any part or parts of the same any such part(s) being hereinafter in this condition referred to as the relevant part) then not withstanding anything expressed or implied else.

Where in this contract:-

- a) The Bidder has to request the Engineer-in-charge for completion certificate after the defect liability period. The certificate may be issued from regional office on the recommendation of Engineer-in-charge.
- b) The Defects Liability period in respect of such items and the relevant part shall be deemed to have commenced from the certified date of completion of such items or the relevant part as the case may be.

- c) The Bidder may reduce the value insured by the full value of the completed items or relevant part as estimated by the Engineer-in-charge for this purpose. This estimate shall be applicable for this purpose only and for no other.
- d) For the purposes of ascertaining compensation for delay in respect of any period which the works are not complete the relevant part will be deemed to form a separate item or group with date of completion as given in the Bidder as extended and actual date of completion as certified by the Engineer-in-charge under this condition.

30. **Compensation for delay (Liquidated damages)** :- If the Bidder fails to maintain the required progress in terms of clauses or to complete the work and clear the site on or before the contract or extended date period of completion, he shall, without prejudice to any other right or remedy of the Owner on account of such breach, pay as agreed compensation amount calculated as stipulated below or such smaller amount as be fixed by the authority on the contract value of the work for every week that the progress remains below that specified in relevant clause of contract or that the work remains incomplete. This will also apply to items or group of items for which separate period of completion has been specified For this purpose the term `Contract Value' shall be the value at contract rates of the work as ordered.

30.1 Liquidated damages and penalty shall be @ 0.25 % (zero point two five percent) of the total contract value per week of delay subject to a maximum of 10% (Ten percent) of the total cost. The amount of compensation/liquidity damage may be adjusted or set-off against any sum payable to the Bidder under this or any other contract with the Owner.

31. The Bidder shall be responsible to make good and remedy at his own expense within such period as may be stipulated by the Engineer-in-charge, any defect which may develop or may be noticed before the expiry of 06 months period mentioned from the certified date of completion and intimation of which has been sent to the Bidder within seven days of the expiry of the said period by a letter sent by hand delivery or by registered post at his cost will provide immediately the following amenities exclusively for the effective

32. **Bidder`s liability and Insurance:** From commencement to completion of the works, the Bidder shall take full responsibility of the work thereof and for taking precautions to prevent loss or damage and to minimize loss or damages to the greatest extent possible and shall be liable for any damage or loss that may happen to the works or any part thereof and all Owner`s T&P from any cause whatsoever save and except the excepted risk and shall at his own cost repair and make good the same so that at completion the works and all Owner`s T&P shall be in good order and conditions and in conformity in every respect with the requirements of the contract and instruction of the Engineer-in-charge.

The Bidder shall provide safety equipment and gadgets to all their workers, supervisors and technical staff engaged in the execution of the work while working. The equipment and gadgets shall also be provided to SAI by Bidder at his own cost for use of SAI officials and/or workforce.

The cost of the above equipments/gadgets shall be included in the rates quoted by the Bidder for the items & works as per bill of Quantities and Bidder shall not be entitled for any extra cost in this regard. The above norm is to be strictly complied with at site. In case the Bidder is found to be deficient in providing safety equipment/gadgets in opinion of Engineer-in-charge, the Engineer in Charge at his option can procure the same at the risk & cost of Bidder and provide the same for the use at work site and shall make the recoveries from the bills of the Bidder for the same. The decision of the engineer-in-charge shall be final and binding on contractor in this regard.

The bidder shall quote his rates inclusive of GST/turnover tax/sales tax on works and service tax (as applicable), Labour Cess payable to Central / State Government along with other taxes, duties, levies, etc. in conjunction with other terms and conditions.

If required, the Bidder has to do site clearance, enabling work, barricading, shifting/realignment of existing utility services, etc at his own cost and the Bidder shall not be entitled for any extra payment whatsoever in this regard.

33. The Bidder shall pay and indemnify the Owner against any liability in respect of any fees or charges payable under any act of Parliament, State laws or any Government, rule or order and any regulations or bye-laws of any local authority in respect of the works.
34. **Bidder:** - The Bidder shall not sub-contract any portion of the contract without the prior written approval of the Accepting Authority. Employment of piece rate workers shall not be deemed as sub-contracting.
35. **Instructions and notices:** - Subject as otherwise provided in this contract, all notices to be given on behalf of the Owner and all other actions to be taken on its behalf may be given by the Engineer-in-charge or any officer for the time being entrusted with the functions, duties and powers of the Engineer-in-charge.
 - a) All instructions, notices and communications, etc. under the contract shall be given in writing and if sent by post on the last known place of abode or business of the Bidder shall be deemed to have served on the date when in the ordinary course of post these would have been delivered to him.
 - b) The Bidder or his agent shall be in attendance at the site(s) during all working hours and shall superintend the execution of the works with such additional assistance in each trade as the Engineer-in-charge may consider necessary.
 - c) The Engineer-in-charge shall communicate or confirm the instructions to the Bidder in respect of the execution of work in a Work site order book maintained in the office of the Engineer-in-charge and the Bidder or his authorized representatives shall confirm receipt of such instructions by signing the relevant entries in this book. If required by the Bidder he shall be furnished a certified true copy of such instruction(s).

36. Foreclosure of contract in full or in part due to abandonment or reduction in scope of work:

If at any time after acceptance of the tender the Owner shall decide to abandon or reduce the scope of the works for any reason whatever and hence not require the whole or any part of the works to be carried out, the Engineer-in-charge shall give notice in writing to that effect to the Bidder and the Bidder shall have no claim to any payment of compensation or other-wise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works.

The Bidder shall be paid at contract rates full amount for works executed at site and in addition, a reasonable amount as certified by the Engineer-in-charge for the items hereunder mentioned which could not be utilized on the work to the full extent because of the foreclosure :-

- a) Any expenditure incurred on preliminary site work, e.g. temporary access roads, temporary labour huts staff quarters and site offices storage accommodation and water storage tanks.
 - b)
 - i) The Owner shall have the option to take over Bidder's materials or any part thereof either brought to site or of which the Bidder is legally bound to accept delivery from suppliers (for incorporation in or incidental to the work) provided, however, the Owner shall be bound to take over the materials or such portions thereof as the Bidder does not desire to retain. For materials taken over or to be taken over by the Owner, cost of such materials shall, however, take into account purchase price, cost of transportation and deterioration or damage which may have been caused to materials whilst in the custody of the Bidder.
 - i) For Bidder materials not retained by the Owner, reasonable cost of transporting may be paid for such materials from the site to the Bidder's permanent stores or to his other works whichever is less. If materials are not transported to either of the said places, no cost of transportation shall be payable.
 - c) If any materials supplied by the Owner are rendered surplus the same except normal wastage shall be returned by the Bidder to the Owner at rates not exceeding those at which these were originally issued less allowance for any deterioration or damage which may have been caused whilst the materials were in the custody of the sub-Bidder. In addition, cost of transportation such materials from site to the Owner stores, if so required by the Owner.
 - d) Reasonable compensation for transfer of T&P from site to Bidder's permanent stores or to his other works whichever is less. If T&P are not transported to either of the said places no cost of transportation shall be payable.
37. The Bidder shall, if required by the Engineer-in-charge furnish to him book of account, wage books, time sheets and other relevant documents as may be necessary to enable him to certify the unreasonable amount payable under this condition.

38. **Termination of contract on death** :- If the Bidder is an individual or a proprietary concern and the individual or the proprietor dies and if the Bidder is a partnership concern and one of the partners dies then unless the Accepting Authority is satisfied that the legal representative of the individual Bidder or of the proprietor of the proprietary concern and in case of partnership the surviving partners are capable of carrying out the completing the contract, the Accepting Authority shall be entitled to cancel the contract as to its in completed part without the Owner being in any way liable to payment of any compensation to the estate of the deceased Bidder and/or to be surviving partners of the Bidder's firm on account of the cancellation of the contract. The decision of the Accepting Authority that the legal representatives of the deceased Bidder or surviving partners of the Bidder's firm cannot carry out and complete the contract shall be final and binding on the parties. In the event of such cancellation the Owner shall not hold the estate of the deceased Bidder and/or the surviving partners of the Bidder's firm liable for damages for not completing the contract.

39. **Cancellation of contract in full or in part:** -

If the Bidder

- a) At any time makes default in proceeding with the works with due diligence and continues to do so after a notice in writing of 7 days from the Engineer-in-charge; or
- b) Commits default in complying with any of the terms and conditions of contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Engineer-in-charge; or
- c) Fails to complete the works or items of work with individual dates of completion on or before the date(s) of completion and does not complete them within the period specified in a notice given in writing in that behalf by the Engineer-in-charge ; or
- d) Shall offer, or give or agree to give to any person in Owner's service or to any other person on his behalf and gift or consideration of any kind as an inducement or forbearing to do or having done or forborne to do any act in relation to the obtaining or execution of this or any other contract for the Owner or
- e) Shall enter into a contract with the Owner in connection with which commission has been paid or agreed to be paid by him or to his knowledge unless the particulars of any such commission and the terms of payment thereof have previously disclosed in writing for the Accepting Authority/Engineer-in-charge; or
- f) Shall obtain a contract with the Owner as a result of ring tendering or other non-bona-fide methods of competitive tendering; or
- g) Being an individual, or if a firm, any partner thereof, shall at any time be adjudged insolvent or have a receiving order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under

any insolvency act for the time being in force or make any conveyance or assignment of his affective or composition or arrangement for the benefit of his creditors or purport so to do, or if any application be made under any insolvency act for the time being in force or make any conveyance or assignment of his affective or composition or arrangement for the benefit of his creditors or purport so to do, or if any application be made under any insolvency act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors ; or

- h) Being a company, shall pass a resolution or the court shall make an order for the liquidation of its affairs or a receiver or manager on behalf of the debenture holders shall be appointed or circumstances shall arise which entitled the court or debenture holders to appoint a receiver or manager ; or
- i) Shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 years; or
- j) Assigns, transfers, sublets (engagement of labour on a piece-work basis or of labour with materials not be incorporated in the work shall not be deemed to be subletting) or attempts to assign, transfer or sublet the entire works or any portion thereof without the prior written approval of the Accepting Authority ;

The Accepting Authority may, without prejudice to any other right to remedy which shall have accrued or shall accrue thereafter to the Owner by written notice cancel the contract as whole or only such items of work in default from the Contract.

The Accepting Authority shall on such cancellation have powers to;

- a) Take possession of the site and any materials, constructional plant, implements, stores, etc. thereon and/or
 - b) Carry out the incomplete work by any means at the risk and cost of the Bidder. On cancellation of the contract in full or in part the Accepting Authority shall determine what amount, if any, is recoverable from the Bidder for completion of works or part of the works or in case the works or part of the works is not completed; the loss or damage suffered by the Owner. In determining the amount, credit shall be given to the Bidder for the value of the work executed by him up to the time of cancellation, the value of Bidder's material taken over and incorporated in the work and use to tackle and machinery belonging to the Bidder.
- 1) Any excess expenditure incurred or to be incurred by the Owner in completing the works or part of the works or the excess loss or damages suffered or may be suffered by the Owner as after allowing such credit shall be recovered from any money due to the sub-Bidder on any account and if such money are not sufficient the Bidder shall be called upon in writing to pay the same within 30 days.
 - 2) If the Bidder shall fail to pay the required sum within the aforesaid period of 30 days, the Engineer-in-charge shall have the right to sell any or all the Bidders unused materials, constructional plant, implements, temporary buildings, etc. and

apply the proceeds of sale thereof towards the satisfaction of any sums due from the Bidder under the contract and if shall be recovered in accordance with the provisions of the contract.

- 3) Any sums in excess of the amounts due to the Owner and unsold materials, construction plant, etc., shall be returned to the Bidder, provided always that if cost or anticipated cost of completion by the Owner of the works or part of the works is less than the amount which the Bidder would have been paid had he completed the works or part of the works, such benefit shall not accrue to the Bidder.

40. **Liability for damage, defects or imperfections and rectification thereof:-**

If the Bidder or his workmen or employees shall injure or destroy any part of the building in which they may be working or any building, road, fence, etc. contiguous to the premises on which the work or any part of it is being executed, or if any damage shall happen to the work while in progress the Bidder shall upon receipt of a notice in writing that behalf make the same good at his own expenses. If it shall appear to the Engineer-in-charge or his representative at any time during construction or reconstruction or prior to the expiry of the Defects Liability Period, that any work has been executed with unsound, imperfect or unskilled workmanship or that any materials or articles provided by the Bidder for executions of the work are unsound or of a quality inferior to that contracted for, or otherwise not in accordance with the contract or that any defect, shrinkage or other faults have appeared in the work arising out of defective or improper materials or workmanship, the Bidder shall upon receipt of a notice in writing in that behalf from the Engineer-in-charge, forthwith rectify or remove and reconstruct the work so specified in whole or in part as the case may require or as the case may be and or remove the materials or articles so specified and provide other proper and suitable materials or articles so specified and at his own expense, notwithstanding that the same may have been inadvertently passed, certified and paid for and in the event of his failing to do so within the period to be specified by the Engineer-in-charge in his notice aforesaid, the Engineer-in-charge may rectify or remove and re-execute and work and/or remove and replace with others the materials or articles complained or, as the case may be, by either means at the risk and expense of the Bidder.

In case of repairs and maintenance works, splashes and droppings from white washing, painting, etc., shall be removed and surfaces cleaned simultaneously with completion of these items of works in individual rooms, quarters, or premises etc., where the work is done without waiting for completion of all other items of work in the contract. In case the Bidder fails to comply with the requirements of this condition, the Engineer-in-charge shall have the right to get the work done by other means at the cost of the Bidder. Before taking such action, however, the Engineer-in-charge shall give three days notice in writing to the Bidder.

41. **Urgent Works:** - If any urgent work (in respect whereof the decision of the Engineer-in-charge shall be final and binding) becomes necessary and the Bidder is unable or unwilling at once to carry it out, the Engineer-in-charge may of his own or other work people carry it out, as he may consider necessary. If the urgent work shall

be such as the Bidder is liable under the contract to carry out his expenses and all expenses incurred on it by the Owner shall be recoverable from the Bidder and be adjusted or set off against any sum payable to him.

42. **Changes in Constitution:** - Where the Bidder is a partnership firm, prior approval in writing of the Accounting Authority shall be obtained before any change is made in the constitution of the firm. Where the Bidder is an individual or a Hindu Undivided Family business concern such approval as aforesaid shall likewise be obtained before the Bidder enters into any partnership firm which would have the right to carry out the works hereby undertaken by the Bidder. If prior approval as aforesaid is not obtained the Bidder shall be deemed to have been assigned in contravention of conditions hereof and the same action may be taken and the same consequences shall ensure as provided for in the said conditions of contract.

43. **Land for Bidder's office, store, workshop etc.:-**

The land for construction of Bidder's field office, store shall be provided by the SAI on free of cost (If available). On completion of work the Bidder shall handover the land duly cleaned to the Engineer-in-charge.

VALUATION AND PAYMENT:

44. **Records and Measurement:-**

- a) The Engineer-in-charge shall accept as otherwise stated ascertain and determine by measurement the value in accordance with the contract work done in accordance therewith.
- b) All items having a financial value shall be entered in measurement book, level book, etc. prescribed by the Owner so that a complete record is obtained of all work performed under the contract.
- c) Measurements shall be taken jointly by the Engineer-in-charge or his authorized representative and by the Bidder or his authorized representative. Before taking measurements of any work the Engineer-in-charge or the person deputed by him for the purpose shall give a reasonable notice to the Bidder. If the Bidder fails to attend or send an authorized representative for measurement, after such a notice or fails to counter sign or to record the objection within a week from the date of measurement, then in any such event measurements taken by the Engineer-in-charge or by the person deputed by him shall be taken to be correct measurements of the work.
- d) The Bidder shall without extra charge provide assistance with every appliance, labour and other things necessary for measurements.
- e) Measurements shall be signed and dated by both parties each day on the site on completion of measurement. If the Bidder objects to any of the measurements recorded on behalf of the Owner a note to that effect shall be made in the measurement book against the item objected to and such note be signed and dated by both parties engaged in taking the measurement. The decision of the

accepting authority on any such dispute or differences or interpretation shall be final and binding on both the parties and shall be beyond the scope of the settlement of disputes by Arbitration in respect of all contract items, substituted items, extra items and deviations.

45. **Methods of Measurement:** - The bidder has to take care while quoting that the actual quantities shall not be exceed the quoted/ derived quantities. If the actual quantities exceed the quoted/ derived quantities, payment will be restricted to the quoted quantities / cost only, and in case of the actual quantities are below the quoted quantities the payment will be restricted to the actual quantities executed.

The actual quantities executed by the Bidder will be measured for payment as per the layout plans and good for construction drawings will be measured for payment against the rates quoted by him for the work based on the BOQ. Except where any general or detailed description of the work in quantities expressly shows to the contrary, schedule of quantities shall be deemed to have been prepared and measurements shall be taken in accordance with the procedure set forth in the schedule of rates/specification not withstanding any provision in the relevant standard method of measurement or any general or local custom. In the case of items beyond the scope of work / not covered by the schedule of rates/specification, measurements shall be taken in accordance with the relevant standard method of measurement issued by the Indian Standard Institution.

46. **Payment of account:** -

All invoice/Bills raised by agency have to compulsory mention **SAI GSTIN No. 29AACTS4979C1Z3**.

Interim bills shall be submitted by the Bidder at intervals of one month on or before the date fixed by the Engineer-in-charge for the work executed. The Engineer-in-charge shall then arrange to have the bill verified by taking or causing to be taken where necessary, the requisite measurements of the work. Payment on account for amount admissible shall be made on the Engineer-in-charge certifying the sum to which the Bidder is considered entitled by way of interim payment for the following :-

- a) All work executed, after deducting there from the amounts already paid, the security deposit and such other amounts as may be deductible or recoverable in terms of the contract.
- b) 75% of the cost (as assessed by the Engineer-in-charge) of any materials which are in the opinion of the Engineer-in-charge reasonably required in accordance with the contract and have been brought to site for incorporation in the works and are safeguarded against loss due to any cause whatever to the satisfaction of the Engineer-in-charge, but have not been so incorporated, provided the Bidder provides an insurance cover for the full cost of perishable materials.
- c) The advance payments under (b) above shall be adjusted as and when materials are utilized in the works.

- d) Payment of the Bidder's bills shall be paid by the Owner within 15 days from the date of submission of the bill subject to the acceptance of the Engineer-in-charge.
- e) Any interim certificate given relating to work done or materials delivered, may be modified or corrected by any subsequent interim certificate or by the final certificate. The certificate of the Engineer-in-charge supporting an interim payment shall itself be conclusive evidence that any work or materials to which it relates is/are in accordance with the contract.
- f) Pending consideration of extension of date of completion interim payments shall continue to be made as herein provided.

47. **Time limit for payment of final bill** :- The final bill shall be submitted by the Bidder within One month of physical completion of the works. No further claims shall be made by the Bidder after submission of the final bill and these shall be deemed to have been waived and extinguished. Payment of those items of the bill in respect of which there is no dispute and of items in dispute, for quantities and at rates as approved by Engineer-in-charge, shall be made within the period of one month reckoned from the date of receipt of the bill by the Engineer-in-charge.

After payment of the amount of the final bill payable as aforesaid has been made the Bidder may, if he so desires, reconsider his position in respect of the disputed portion of the final bill and if he fails to do so within 60 days, his disputed claim shall be dealt with as provided in the contract.

48. **Overpayments and underpayments:-**

a) Wherever any claim for the payment of a sum of money to the Owner arises out of or under this contract against the Bidder the same may be deducted by the Owner from any sum then due or which at any time thereafter may become due to the Bidder under this contract and failing that under any other contract with the Owner or from any other sum due to the Bidder from the Owner which may be available with the Owner or from his security deposit; or he shall pay the claim on demand.

b) The Owner reserves the right to carry out post payment audit and technical examination of the final bill including all supporting vouchers, abstracts, etc. The Owner further reserves the right to enforce recovery of any overpayment when detected, notwithstanding the fact that the amount of the final bill may be included by one of the parties as an item of dispute before arbitration and notwithstanding the fact that the amount of the final bill figures in the arbitration award.

c) If as a result of such audit and technical examination any overpayment is discovered in respect of any work done by the Bidder or alleged to have been done by him under the contract, it shall be recovered by the Owner from the Bidder by any or all of the methods prescribed above. If any under payment is discovered, the amount shall be duly paid to the Bidder by the Owner.

d) Provided that the aforesaid right of the Owner to adjust overpayments against amounts due to the Bidder under any contract with the Owner shall not extend

beyond the period of two years from the date of payment of the final bill or in case the final bill is a MINUS bill, from the date the amount payable by the Bidder under the MINUS final bill is communicated to the Bidder. Any amount due to the Bidder under this contract for under payment may be adjusted against any amount than due or which may at any time thereafter become due before payment is made to the Bidder from him to the Owner on any other contract or account whatsoever.

49. **Escalation:** The rates quoted by the agency shall remain firm during the contract period. No escalation shall be paid under any circumstances.
50. Tendered rates are inclusive of all taxes and levies payable under the respective states.

LABOUR RULES TO BE OBSERVED BY THE BIDDER

1. The Bidder shall not employ any child below the age of 18 years (as provided under Article 24 of the constitution).
2. The Bidder shall obtain a license under the contract labour (Regulation & Abolition) act, 1970 as provided under section 12 of the said act before starting the execution of the work.
3. The Bidder shall observe all the formalities i.e. renewal of the licence before its expiry, maintenance of proper records and registers etc. as provided under the contract labour (Regulation & Abolition) act 1970 and rules framed there under.
4. The Bidder shall not employ any bonded labour as provided under the Bonded Labour System (Abolition) Act, 1976 and the Bonded Labour System (Abolition) rules, 1976.
5. The Bidder shall ensure the payment of minimum wages to the workers employed by him as provided under the minimum wages act, 1948 and rules framed there under as may be applicable to the site of work.
6. The Bidder shall obtain necessary license and shall comply with other formalities as provided under the interstate migrant workman (Regulation of employment and condition of service) act, 1970 and rules framed there under.

The Bidder shall indemnify the Owner against all such fines, penalties, damages and claims which the Owner may have to incur on account of any breach or violation on the part of the Bidder in implementing, the revisions of various Labour laws and in case the Owner is made liable for payment of any compensation or penalty of fire or damages on account of failure on the part of the Bidder, the same shall be recovered/adjusted from the dues payable to the Bidder by the Owner.

MODEL RULES FOR LABOUR WELFARE :

1. **Definitions:-**
 - a) **'Workplace'** means a place at which on an average, twenty or more workers are employed.

b) **`Large Workplace`** means a place at which on an average 500 or more workers are employed.

2. **First Aid:** -

a) At every workplace there shall be maintained in readily accessible place first aid appliances including an adequate supply of sterilized dressings and sterilized cotton wool as prescribed in the factory rules of the state in which the work is carried on. The appliances shall be kept in good order and in large workplaces they shall be placed under the charge of a responsible person who shall be readily available during working hours.

b) At large workplaces where hospital facilities are not available within easy distance of the works first aid posts shall be established and the run by a trained compounder.

c) Where large workplaces are remotely situated and far away from regular hospitals, an indoor ward shall be provided with one bed for every 250 employees.

d) Where large workplaces are situated in cities, towns or in their suburbs and no beds are considered necessary owing to proximity of city or town hospitals, suitable transport shall be provided to facilitate removal of urgent cases to these hospitals. At other workplaces some conveyance facilities shall be kept readily available to take injured person or persons suddenly taken seriously ill to the nearest hospital.

e) At large workplaces there shall be provided and maintained an ambulance room of the prescribed sizes containing the prescribed equipment and in the charge of such medical and nursing staff as may be prescribed. For this purpose the relevant provisions of the factory rules of the state govt. of the area where the work is carried on may taken as the prescribed standard.

3. **Accommodation for labour** :- The Bidder shall during the progress of the work provide erect and maintain necessary temporary living accommodation and ancillary facilities for labour at his own expense and to standards and scales as approved by the Engineer-in-charge.

4. **Drinking water:-**

i) In every workplace there shall be provided and maintained at suitable places easily accessible to labour sufficient supply of cold water fit for drinking.

ii) Where drinking water is obtained from an intermittent pump SAI water supply each workplace shall be provided with storage where drinking water shall be stored.

iii) Every water storage shall be at a distance of not less than 15 meters from any latrine, drain or other source of pollution. Where water has to be drawn from an existing well which is within such proximity of latrine drain or any other source of pollution the well shall be properly chlorinated before water is drawn from it for drinking. All such wells shall be entirely closed in and be provided with a trap door which shall be dust-proof and water proof.

iv) A reliable pump shall be fitted to each covered well, the trap door shall be kept locked and opened only for cleaning or inspection which shall be done at least once a month.

5. **Washing and bathing places:** - Adequate washing and bathing places shall be provided separately for men and women. Such places shall be kept in clean and drained condition.
6. **Scale of accommodation in Latrine and urinal:** - There shall be provided within the precincts of every workplace latrines and urinals in an accessible place and the accommodation, separately for each of these shall not be less than at the following scales:-

No. of seats

- | | | |
|----|--|-------|
| a) | Where number of persons does not exceed 50 | ... 2 |
| b) | Where number of persons exceeds 50 but does not exceed 100 | ... 3 |
| c) | For additional persons per 100 or part thereof | ... 3 |

In particular cases, the Engineer-in-charge shall have the power to increase the requirement where necessary.

7. **Latrines and urinals:-**

i) Except in workplaces provided with water flushed latrines connected with a water borne sewage system all latrines shall be provided with receptacles on dry-earth system which must be cleaned at least four times daily and at least twice during working hours and kept in a strictly sanitary condition. Receptacles shall be tarred inside and outside at least once a year.

ii) If women are employed , separate latrine and urinals must be screened from those for men and marked in the vernacular in conspicuous letters for women only and shall be provided on the scale laid down in rule 6. These for men shall be similarly marked "For men only". A poster showing the figure of a man and of a woman shall be exhibited at the entrance to latrines for each sex. There shall be adequate supply of water close to latrine and urinals.

8. **Construction of latrines:** - Inside walls shall be constructed of masonry or other non-absorbent material and shall be cement-washed inside and outside at least once a year. The dates of cement washing shall be noted in a register maintained for the purpose and kept available for inspection. Latrines shall have at least thatched roof.
9. **Disposal of excreta:** - Unless otherwise arranged for by the local sanitary authority arrangement for proper disposal of excreta by incineration at the workplace shall be made by means of a suitable incinerator approved by the local medical, health and municipal or cantonment authorities. Alternatively excreta may be disposed off by putting a layer of night soils at the bottom of pucca tank prepared for the purpose and covering it with a layer of earth for a fortnight (when it will turn into manure).

The Bidder shall at his own expense carry out all instructions issued to him by the Engineer-in-charge to effect proper disposal of soil and other conservancy work in respect of sub Bidder's work people or employees on the site. The Bidder shall be responsible for payment of any charges which may be levied by municipal or cantonment authority for execution of such work on his behalf.

10. **Provision of shelters during rest** :- At every workplace there shall be provided, free of cost, four suitable sheds, two for meals and two others for rest, separately for use of men and women labour height of each shelter shall not be less than 3 meters from floor-level to lowest part of roof. Sheds shall be kept clean and the space provided shall be on the basis of at least 0.5 Sqm. per head.
11. **Crèches:-**
 - a) At a place at which 20 or more women workers are ordinarily employed there shall be provided at least one hut for use of children under the age of 6 years belonging to such women. Huts shall not be constructed to a standard lower than that of thatched roof mud floor and wall with wooden planks spread over mud floor and covered with matting.
 - b) Huts shall be provided with suitable and sufficient openings for light & ventilation. There shall be adequate provision of sweepers to keep the places clean. There shall be two days in attendance. Sanitary utensils shall be provided to the satisfaction of local medical, health and municipal or cantonment authorities. Use of huts shall be restricted to children, their attendants and mothers of children.
 - c) Where the number of women workers is more than 25 huts less than 50, the Bidder shall provide at least one hut and one `Dal' to look after children of women workers. Size of crèche(s) shall vary according to the number of women workers employed. Crèche(s) shall be properly maintained and necessary equipment like toys, etc. provided.
12. **Canteen:** - A cooked food canteen on a moderate scale shall be provided for the benefit of workers where it is considered necessary. Planning, setting and erection of the above mentioned structures shall be approved by the Engineer-in-charges and whole of such temporary accommodation shall at all times during the progress of the works be kept tidy and in a clean and sanitary condition to the satisfaction of the Engineer-in-charge and at the sub-Bidder's expenses. The sub-Bidder shall conform generally to sanitary requirements of local medical, health and municipal or contentment authorities and all times adopt such precautions as may be necessary to prevent soil pollution of the site. On completion of the works the whole of such temporary structure shall be cleared away of all rubbish burnt excreta or other disposal its or trenches filled in and effectively scaled off and the whole of site left clean and tidy to the entire satisfaction of the Engineer-in-charge at the sub-Bidder's expenses.
13. **Anti-material precautions** :- The Bidder shall at his own expense, conform to all anti-material instructions given to him by the Engineer-in-charge, including filling up any borrow pits which may have been dug by him.
14. **Enforcement:-** The Inspecting officer mentioned in the Bidders Labour Regulations or any other officer nominated in his behalf by the Engineer-in-charge, shall report to the Engineer-in-charge all cases of failure on the part of the sub-Bidder to comply with the provisions of these rules either wholly or in part and the Engineer-in-charge shall impose such fines and other penalties as are prescribed in the conditions. Interpretation, etc. on any question as to the application interpretation or effect of these rules, the decision of the Chief Labour Commissioner or Deputy Chief Commissioner (Central) shall be final and binding.

15. **Amendments** :- Govt. may, from time to time add to or amend these rules and issue such directions as it may consider necessary for the proper implementation of these rules or for the purpose of removing any difficulty which may arise in the administration thereof

SAFETY CODE

1. Suitable scaffolds shall be provided for workmen for all work that cannot safely be done from the ground or from solid construction except such short period work as can be done safely from ladders. When a ladder is used an extra Mazdoor shall be engaged for holding the ladder and if ladder is used for carrying materials as well suitable footholds and hand holds shall be provided on the ladder and the ladder shall be given an inclination not steeper than $\frac{1}{4}$ to $1\frac{1}{4}$ horizontal and 1 vertical).
2. Scaffolding or staging more than 3.25 meters above the ground or floor, swing or suspended from an overhead support shall have a guard rail properly attached, bolted, braced and otherwise secured at least 1 meter high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such openings as may be necessary for the delivery of materials. Such scaffolding or staging shall be fastened as to prevent it from swaying from the building or structure.
3. Working platform, gangways and stairways shall be so constructed that they do not sag unduly or unequally and if a height of a platform or gangway or stairway is more than 3.35 meters above ground level or floor level, it shall be closely boarded have adequate width and be suitably fenced as described in 2 above.
4. Every opening in floor of so building or in a working platform shall be provided with suitable means to prevent fall of screens or materials by providing suitable fencing or railing with a minimum height of 1 meter.
5. Safe means of access shall be provided to all working platforms and other places. Every ladder shall be securely fixed. No portable single ladder shall be over 9 meters in length. Width between side rails in a run ladder shall in no case be less than 30 cm for ladders upto and including 3 meters in length. For longer ladders this width shall be increased at 6 mm for each additional 30 cm of length. Uniform step spacing shall not exceed 30 cm. Adequate precautions shall be taken to prevent danger from electrical equipment. No materials of any of the sites shall be so stacked or placed as to cause danger or inconvenience to any person or SAI. The sub-Bidder shall provide all necessary fencing and lights to protect accidents and shall be bound to bear expenses of defence of every suit action or other proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and costs which may be awarded in any such suit, action or proceedings to any such person or which may with the consent of the sub-Bidder be paid to compromise any claim by any such person. All the workmen working at higher level shall be provided helmets and safety belts. Safety nets are to be provided around the structure when people working at higher elevations.
6. **Excavation and trenching** :- All trenches, 1.5 meters or more in depth shall at all times be supplied with at least one ladder for each 20 meters in length or fraction

thereof ladder shall be extended from bottom of trench to at least 1 meter above surface of the ground. Sides of a trench which is 1.5 meters or more in depth shall be stepped back to give suitable slope or securely held by timber bracing, so as to avoid the danger of sides collapsing. Excavated material shall not be placed within 1.5m of edge of trench or half depth of trench; whichever is more cutting shall be done from top to bottom. Under no circumstances shall undermining or undercutting be done.

7. **Demolition:** - Before any demolition work is commenced and also during the process of the work:-
 - a) All roads and open areas adjacent to the work site shall either be closed or suitably protected.
 - b) No electric cable or apparatus used by operator shall remain electrically charged.
 - c) All practical steps shall be taken to prevent danger to persons employed from or fire or explosion or flooding. No floor, roof, or other part of a building shall be so over loaded with debris or materials as to render it unsafe.

8. All necessary personal safety equipment as considered adequate by the Engineer-in-charge shall be available for use of persons employed on the site and maintained in a condition suitable for immediately use; and the Bidder shall take adequate steps to ensure proper use of equipment by those concerned.
 - a) Workers employed on mixing asphaltic materials cement and lime mortars concrete shall be provided with protective footwear and protective goggles.
 - b) Those engaged in handling any material which is injurious to eyes shall be provided with protective goggles shields.
 - d) Stone breakers shall be provided with protective goggles and protective clothing and seated at sufficient safe intervals.
 - e) When workers are employed in sewers and manholes, which are in use the Bidder shall ensure that manhole covers are opened and manholes are ventilated at least for an hour before workers are allowed to get into them. Manholes so opened shall cordon off with suitable railing and provided with warning signals or boards to prevent accident.
 - f) The bidder shall not employ men below the age of 18 years and women on the work of painting with products containing lead in any form. Whenever men above the age of 18 years are employed on the work of lead painting, the following precautions shall be taken:-
 - i) No paint containing lead or lead or lead products shall be used except in the form of paste or readymade paint.
 - ii) Suitable face marks shall be supplied for use by workers when paint is applied in the form of spray or a surface having lead paint dry rubbed and scrapped.

iii) Overalls shall be supplied by the Bidder to workmen and adequate facilities shall be provided to enable working painters to wash during and on cessation of work.

9. When work is done near any place where there is risk of drawings, all necessary equipment shall be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision made for prompt first aid and treatment of all injuries likely to be sustained during the course of the work.
10. Use of hoisting machines and tackle including their attachments, in charge and supports shall conform to the following:
 - a) i) These shall be good mechanical construction, sound material and adequate strength and free from patent defects and shall be kept in good working order and properly maintained.
 - ii) Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate strength and free from patent defects.
 - b) Every crane driver or hoisting appliance operator shall be properly qualified and no person under the age of 21 years shall be in charge of any hoisting machine including any scaffolder give signals to operator.
 - c) In case of every hoisting machine and of every chain ring hook, shackle swivel and pulley block used in hoisting or lowering or as means of suspension safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with safe working load. In case of a hoisting machine a variable safe working load each safe working load and the conditions under which it is applicable shall be clearly indicated. No part of any machine or of any geared referred to above in the paragraph shall be loaded beyond safe working load except for the purpose of testing.
 - d) In case of an Owner's machine safe working load shall be notified by the Engineer-in-charge. As regards such Bidders machines the sub-Bidder shall notify safe working load of each machine to Engineer-in-charge whenever he brings it to site of work and get it verified by the Engineer-in-charge.
11. Motors gearing, transmission, electric wiring and other dangerous parts of hoisting appliance shall be provided with efficient safeguards hoisting appliances shall be provided with such means as will reduce to the minimum risk of accidental descent of load. Adequate precautions shall be taken to reduce to the minimum risk of any part of a suspended load becoming accidentally displaced. When workers are employed on electrical installations which are already energized; insulating mats, working apparel such as gloves, sleeves and hoots as may be necessary shall be provided. Workers shall not wear any rings, watches and carry keys or other materials which are good conductors of electricity.
12. All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in a safe condition and no scaffold, ladder or equipment shall be altered or

removed while it is in use. Adequate washing facilities shall be provided at or near places of work.

13. These safety provisions shall be brought to the notice of all concerned by display on a notice board at a prominent place at the work spot. Persons responsible for ensuring compliance with the safety code shall be named therein by the sub-Bidder.
14. To ensure effective enforcement of the rules and regulations relating to safety precaution, arrangements made by the sub-Bidder shall be open to inspection by the Engineer-in-charge or his representatives and the inspecting officers as defined in the Bidder's labour regulation.
15. Notwithstanding the above conditions 1 to 14, the Bidder is not exempted from the operation of any other Act or Rule in force.

SPECIAL CONDITIONS OF CONTRACT

1. Taxes and Duties :

- (a) The contract price is inclusive of all taxes, duties, cess and statutory levies payable under any law including but not restricted to Goods and Service tax (GST) levied by Union and State Governments(CGST,SGST,UTGST,IGST), labour cess, Custom duty, Royalty, Toll tax and any other such taxes and duties leviable by local/State/Union Government from time to time on all such articles, materials which may be used for this work or any other tax(duty etc.) paid by the contractor.
- (b) In case of any change in rate of tax or any provision relating levy of tax resulting in increase in burden of tax on the contractor, the contractor shall not be entitled to receive any compensation for such increase in quantum of tax on the contractor. Similarly, no recovery shall be made from the contractor on account of decrease of rate of tax or any provision relating to levy of tax.
- (c) Contractor must be registered under Goods and Service tax (GST) laws, and copy of the registration certificate of the same shall be submitted to SAI.
- (d) Apart from the registration as mentioned at 13.3 above contractors shall also obtain all other necessary registrations required under any other Local/State/Union Government Statute, for the execution of this contract, if any.
- (e) Contractor must submit as a compliance of GST Laws, Tax invoice, as per applicable rules and regulations under the GST Act(s), failing which GST amount will be recovered by SAI without any recourse or prior notice from the next invoices/security Deposit/Bank Guarantees and/or available dues with SAI.
- (f) The contractor/service provider shall be responsible for issuing of Tax Invoices, filing of statutory return and deposit of statutory taxes within the time limit as prescribed in law. Any interest/Penalty/taxes (non avilment of Input tax credit due to mismatch to GSTR2)which is required to be paid by SAI due to default by the Contractor/service provider to comply with the above mentioned activity/provisions as prescribed in laws, rules and regulations shall be recovered from the Contractor/Service provider and adjustment shall be made when mismatch is attended and solved and credit is extended to SAI.
- (g) Apart from compliance mentioned at 13.6 above, in the event of nonpayment /default in payment of taxes and duties and any other statutory compliances, under any other Local/State/Union Government Statute, SAI reserves the right to withhold the dues/payment of contractor and make payment to Local/State/Union Government authorities or to Labourers, as may be applicable.
- (h) It is clearly understood that the contractor is fully aware of all GST Laws and his Liabilities and responsibilities under the said laws including but not

restricted to correct HSN/SAC code, applicable rate of taxes of GST or otherwise on which his liability has to be paid and discharged. SAI shall have no liability or responsibility for any penalty or proceedings or any other liability levied or leviable on the contractor because of lower deduction or any other such non compliance of the contractor.

- (i) Bidders will examine the various provisions of the central Goods and Service Tax Act.,2017 (CGST)/ Goods and Service tax Act(IGST)/Union Territory Goods and Service Tax Act,2017(UTGST)/respective state's State Goods and Service tax Act(SGST) also, as notified by Central/State Government and as amended from time to time and applicable taxes before bidding. Bidders will ensure that full benefit of input tax Credit (ITC) likely to be availed by them is duly considered while quoting rates.
- (j) Anti-Profiteering Clause upon implementation of GST any reduction in tax on account of anti profiteering on supply of goods or services, the benefit of input tax credit shall be passed on to SAI by way of commensurate reduction in prices.
- (k) In case of any law requires SAI to pay tax on the contract price on reverse charge basis, the amount of tax deposited by SAI would be considered as per Income tax act, GST Laws or any other law as applicable.
- (l) Stamp duty and registration charges, if any, payable on the executed contract document, shall be borne by the contractor.

2. **Deduction of Income Tax & Labour Cess:** - SAI shall deduct 'Income Tax' at source from all the payments to be made to the Bidder in accordance with the provisions of India Income Tax laws. Necessary deductions against Labour Cess as applicable shall be made from the bills of the bidder.

3. **Liability for EPF deduction** :- The Bidder shall be responsible for deducting contribution towards Employee Provident Fund from its employees / labour and deposit the same along with its contribution to the concerned regional Provident Fund Commissioner under the employees Provident Fund and Misc. Act. 1952. Bidder shall submit copies of the EPF paid challan to SAI NSSC regularly along with the bill for the subsequent month. The special conditions of contract and other contract documents numerated below are complementary to and shall be read in conjunction with each other.

- a) Special conditions of contract.
- b) General conditions of contract.
- c) Specifications.
- d) Price Bid.

In case of any conflict of meaning between the special conditions of contract and the general conditions of contract, the provisions in the special conditions of contract shall over ride the corresponding provisions in the general conditions of contract.

4. Bidder shall submit a detailed works programme which shall be discussed and agreed with SAI NSSC, this programme shall be prepared in such a way that all the works envisaged in the schedule of items are completed in a phased manner within the time prescribed.
5. **Co-operation with other agencies:** - The Bidder shall fully co-operate with all persons and agencies engaged by SAI NSSC.
6. **Taxes, duties, levies, etc.:-** The Bidder shall be responsible for the payment of all taxes, duties, levies, octroi, royalty etc. on all materials, articles that may be used in this work. Any increase in the aforesaid taxes, duties and levies etc. that may arise during the currency of the contract shall not be paid to the Bidder by SAI NSSC.
7. **Performance Guarantee :** The bidder whose bid is accepted will be required to furnish performance guarantee of 10% (Ten Percent) of the tendered amount within 10 days from the date of issue of Letter of Acceptance. This guarantee shall be in the form of Deposit at Call receipt / Bankers Cheque /Pay order / Fixed Deposit Receipt / Government Securities and Guarantee Bonds of any scheduled / nationalised bank in accordance with the prescribed form valid for a period of 14 months (12 months contract period + 01 month defect liability period + 01 month beyond defect liability period). In case the bidder fails to deposit the said performance guarantee within the period as indicated in LOA including the extended period if any, the Earnest Money deposited by the bidder shall be forfeited automatically without any notice to the bidder. Penalty against late submission of Performance Guarantee beyond the stipulated time is **0.01% (Zero point Zero One Percent)** of the Performance Guarantee amount per day of delay on valid reasons for a maximum of additional 10 days.
8. **Refund of Performance Guarantee:** - The Performance Guarantee of the Bidder will be released after 01 month of satisfactory completion of contract period. The warranty period will be reckoned from the certified date of completion of work.
9. **Refund of Earnest Money Deposit:-** The EMD of the successful bidder / unsuccessful bidder will be released after submission of Performance Guarantee and concluding the agreement by the successful bidder with SAI NSSC .
10. **EPF Code Number :-** The Bidder shall be required to obtain independent EPF code no. or exemption certificate from the regional provident fund commissioner.
11. All the required tests shall be carried out in Bidder's material testing laboratory installed at site or from any other place decided by the Engineer-in-charge and the necessary charges on this account so decided by the Engineer-in-charge shall be borne by the Bidder. The Bidder shall have no option in this regard.
12. Immediately on the receipt of any drawings by the Bidder from the Engineer-in-charge, the Bidder shall correlate the structural and architectural drawings to ensure the correctness of dimensions, levels etc. shown on the drawings and also that the drawings are complete and no dimensions, data or level etc. is missing. In case the

Bidder finds any discrepancy, he will bring it to the notice of the Engineer-in-charge in writing within a week's time and before the execution of the work at site whichever is earlier no claim in respect of such inaccuracies shall be entertained by the Owner and the Bidder shall have to amend the work at his own cost and to the satisfaction of the Engineer-in-charge.

13. Prior to commencement of work the concrete mix design shall be submitted and got approved by the Engineer-in-Charge. Cement used in the works shall be OPC 43 grade only.
14. Before award of the work the Bidder has to sign the Integrity Pact on **Rs. 100.00 Stamp paper** in the enclosed proforma.

ADDITIONAL CONDITIONS

1. Unless otherwise provided in the Price Bid /Schedule of quantities, the rates tendered by the Bidder shall be all inclusive and shall apply to all heights, lifts and leads and depths and nothing extra shall be payable on this account.
2. The Bidder shall be required to produce samples of all materials and fittings sufficiently in advance to obtain approval of the Engineer-in-charge.
3. The Bidder shall make his own arrangements for obtaining electric connections, if required and make necessary payments directly to the department concerned.
4. No payment shall be made to the Bidder for any damage caused by rain, snow fall, floods or any other natural cause whatsoever during the execution of work. The damage to work will be made good by the Bidder at his own cost and no claim on this account shall be entertained. Any damages caused by the Bidder to the existing utilities in the site shall make good by the bidder at his own cost and nothing shall be paid on this account.
5. Some restrictions may be imposed by the Security staff etc., on the working and/or movement of labour, materials etc. The Bidder shall be bound to follow all such restrictions/instructions and nothing extra shall be payable on this account.
 - a) The work will be carried out in the manner complying in all respects with the requirements of relevant byelaws of the local body under the jurisdiction of which the work is to be executed or as directed by the Engineer-in-charge and nothing extra will be paid on this account.
 - b) The Bidder shall comply with proper and legal orders and directions of the local or public authority or municipality and abide by their rules and regulations and pay all fees and charges which he may be liable.
 - c) Construction materials shall be of approved quality and shall conform to the relevant C.P.W.D. specifications for work 1991-92 vol. II or latest edition. The work shall be carried out without infringing on any of the local Municipal Bye-Laws.
6. The Bidder shall take all precautions to avoid all accidents by exhibiting necessary caution boards day and night, speed limit boards, red flags, red lights and providing barriers. He shall be responsible for all damages and accidents caused due to negligence on his part. No hindrance shall be caused to traffic during the execution of the work.
7. The Bidder shall give a performance test of the entire installation(s) as per standard specifications before the work is finally accepted and nothing extra whatever shall be payable to the Bidder for the test.
8. No materials will be issued to the Bidder in respect of execution of the work under this bid.

9. TESTING OF MATERIALS:-

- a) Samples of various materials required for testing shall be provided free of charge by the Bidder. Testing charges shall be borne by the Bidder. All other expenditure required to be incurred for taking the samples; conveyance, packing etc. shall also be borne by the Bidder himself.
 - b) In case there is any discrepancy in frequency of testing as per standards, the decision of Engineer in Charge shall be final and binding & nothing extra shall be payable to the Bidder on this account.
10. The Bidder shall be responsible to arrange at his own cost all necessary tools and plants required for execution of the work.
 11. The Bidder shall provide at his own cost suitable weighing and measuring arrangements at site for checking the weight/dimensions as may be necessary for execution of the work.
 12. Rate of all items in which use of cement is involved is inclusive of curing as per standard specifications.
 13. The foundation trenches shall be kept free from water while all the works below ground level are in progress.
 14. Royalty at the prevalent rates where ever payable shall have to be paid by the Bidder in respect of boulders, metal, sand and murrum / gravel etc. or any other materials collected by him for the work direct to the revenue authority of the District/State Govt. concerned. Copies of the paid royalty challan shall be submitted to SAI NSSC along with the bills. In case of non submission of royalty paid challan, necessary recovery made from the bills and will be deposited concerned department.
 15. The rate for all items of work shall unless clearly specified otherwise include cost of all labour, material and other inputs involved in execution of the item in full and complete.
 16.
 - a) For the purpose of recording measurement for preparing running account bills the abbreviated nomenclature indicated in the publication "Abbreviated nomenclature of items of DSR 2016 (Bilingual) or latest edition" shall be adopted. The abbreviated nomenclature shall take to cover all the materials and operations as per the complete nomenclature of the relevant items in the agreement and other relevant specifications.
 - b) In case of items for which abbreviated nomenclature is not available in the above cited publication and also in case of extra and substituted items of work for which abbreviated nomenclature is not provided in the agreement the full nomenclature of item shall be reproduce in the measurement books and bill forms for running account bills.
 - c) In case of any discrepancies, the decision of Engineer in Charge shall be final and binding.

SPECIFICATIONS

GENERAL:

The entire works shall be done as per **CPWD specifications-2009 VOL. I & II** with up to date correction slips. However in the event of any discrepancy in the description of any item as given in the Schedule of quantities appended with the tender and the specifications relating to the relevant item as per CPWD specifications mentioned above the former shall prevail. If the specifications for any item are not available in the CPWD specifications cited above relevant ISI specifications shall be followed. In case ISI specifications are also not available the decision of the Engineer-in-charge given in written based on acceptable sound engineering practice and local usage shall be final and binding on the Bidder.

- 1.0 The work shall be executed and measured as per metric dimensions given in the Schedule of quantities, drawings etc. (FPS units wherever indicated are for guidance only)
- 2.0 Wherever any reference to any Indian standard specification occurs in the documents relating to this contract the same shall be inclusive of all amendments issued there to or revisions thereof if any upto the date of receipt of tenders.
- 3.0 The rates for different items of works shall be for all heights and depth including dewatering, if any, of except where otherwise specified in the items of work.
- 4.0 The work will be carried out in accordance with the approved by the Engineer-in-charge. For items, where so required sample shall be prepared before starting the particular items of work for prior approval of the Engineer-in-charge and nothing extra shall be payable on this account.
- 5.0 Articles manufactured by reputed firms and approved by the Engineer-in-charge shall only be used. Only articles classified as "First quality" by the manufactures shall be used unless otherwise specified. Preference shall be given to those articles which bear ISI certification marks. In case articles bearing ISI certification marks are not available the quality of samples brought by the Bidder shall be judged by the standards laid down in the relevant CPWD specifications. For items not covered by CPWD specifications relevant ISI standards shall apply.
- 6.0 The Bidder shall give a performance test of installations as per specification before the work is finally accepted and nothing extra whatsoever shall be payable to Bidder on this account.
- 7.0 Other agencies doing work of electrification, external service other building work, horticulture work etc. for this project will also simultaneously execute the works and the Bidder shall afford necessary facilities for the same. The Bidder shall leave such necessary holes, openings etc., for laying/buying in the work pipes, cables, conduits, clamps, boxes and hooks for an clamps etc. as may be required for the electric and sanitary work etc. and nothing extra over the agreement rates shall be paid for the same.
- 8.0 Unless otherwise specified in the schedule of quantities the rates for all items of the work shall be considered as inclusive of pumping out or balling out water if required

for which no extra payment will be made. This will include water encountered from any source such as rains, floods, sub-soil water table being high due to any other cause whatsoever.

9.0 **VARIATION CONSUMPTION OF MATERIALS:**

No variations are allowed or will be compensated.

CONDITIONS:

The Bidder will have to work according to the programme of work decided by the Engineer-in-charge.

The Bidder shall take instructions from the Engineer-in-charge regarding collection and stacking of materials in any place. No excavated earth or building material shall be stacked on areas where other buildings, roads, services of compound walls are to construct.

Royalty at the prevalent rates where ever payable shall have to be paid by the Bidder in respect of boulders, metal, sand and murrum / gravel etc. or any other materials collected by him for the work direct to the revenue authority of the District/State Govt. concerned. Copies of the paid royalty challan shall be submitted to SAI NSSC along with the bills. In case of non submission of royalty paid challan, necessary recovery made from the bills and will be deposited concerned department.

The Bidder shall make his own arrangements for obtaining electric/water connections, if required and make necessary payments directly to the Department concerned.

The Bidder must take all precautions to avoid all accidents by exhibiting necessary day and night caution boards, speed limit, red flag, red lights and providing barriers. He shall be responsible for all damages and accidents caused due to negligence on this regard. No hindrance shall be caused to traffic during the execution of work.

The Bidder shall maintain in perfect condition all works executed till the completion of the entire work allotted to him. Where phased delivery is contemplated the provisions mentioned above will apply to each phase.

No compensation shall be payable to the Bidder for any damage caused by rains, lightening wind, storm, floods tornados, earthquakes or other natural calamity during execution of work. He will make good all such damages at his own cost and no claim on this account will be entertained.

The Bidder shall clear the site thoroughly of all scaffolding materials and rubbish etc. left out of his work and dress the site around the building to the satisfaction of the Engineer-in-charge before the work is considered as complete.

All material shall be get checked from the Engineer-in-charge or his representative on receipt of the same at site and before they are actually used.

If as per municipal rules the huts for labour are not to be erected at the site of work by the Bidders. The Bidder are required to provide such accommodation as is acceptable to local bodies and nothing extra shall be paid on this account.

The Centering and shuttering required for RCC work will be brought to site by the Bidder well in advance so that the progress is not hampered due to non-availability of the same. Nothing extra shall be paid for this.

The Bidder must see the proposed site for the work and study specifications and conditions carefully before tendering. No claim of any sort shall be entertained on account of any site conditions or ignorance of specifications and conditions.

The site is available and bidder should see the approach and conditions of the same. If any approach from main road is required at site or existing approach is to be improved and maintained for cartage and materials by the Bidders the same shall be provided, improved and maintained by the Bidder at his own cost.

STORAGE AND ACCOUNTING OF MATERIALS:

The Bidder shall be fully responsible for the safe custody of the material.

The Bidder shall construct suitable go-downs-yards at the site of work for storing all other materials so as to be safe against damage by sun, rain, dampness, fire theft etc. at his own cost and also employ necessary watch and ward establishment for the purpose at his cost.

12. TESTING OF MATERIALS:

- a) The Bidder shall produce all the materials in advance so that there is sufficient time for testing of the materials and clearance of the same before use in work.
- b) Samples of various materials required for testing shall be provided free of charge by the Bidder. Testing charges, if any, shall be borne by the Bidder. All other expenditure required to be incurred for taking the samples, conveyance, packing etc. shall be borne by the Bidder himself.
- c) In case there is any discrepancy in frequency of testing as given in list of mandatory tests and that in individual sub-heads of work as per CPWD specifications 2009 (Vol. I & II) or latest edition the higher of the two frequencies of testing shall be followed and nothing extra shall be payable to the Bidder on this account.

The Bidder shall be responsible to arrange at his own cost all necessary tools and plants required for execution of the work.

SPECIAL CONDITIONS OF CONTRACT FOR CLEANING AND MAINTENANCE OF SWIMMING POOL COMPLEX AND HYDROTHERAPY UNIT

The Special Conditions of Contract for Maintenance Services at various at SAI, NSSC, Bangalore as per scope of work indicated are as under:

Each person shall be present for at least 8 Hrs per day/ as per instruction of Owner.

Owner of unit will ensure availability of adequate electrical power (Single phase & 3 phases) and running water to the contractor free of charge.

Positive actions required and activities which are prohibited should be identified and a notice of them posted clearly and prominently. Adequate supervision should be maintained to ensure these actions and prohibitions are adhered to by all players and users and that failure to observe them results in appropriate sanctions.

Prohibition include:

- (a) no smoking
 - (b) no animals
 - (c) no golfing or other similar pursuits:
 - (d) no chewing gum (this can sometimes to be removed with the sue of dry ice-co2)
 - (e) no food or drinks (except water)
 - (f) no glass containers or bottles
 - (g) no sharp tags on boots or stiletto heeled shoes
2. All tools, machines & equipments etc. to be used in execution of this contract shall be brought by the contractor at his own risk & expense. SAI /SAI Limited shall not be in any way responsible for contractor's tools, machines & equipments etc.
 3. The contractor/its staff shall at all times, present a polite and helpful attitude and tidy appearance to the public/sport persons during the course of his duties.
 4. That in the event of any loss occasioned to SAI as a result of any lapse on the part of the contractor if established after an enquiry conducted by the Sports Authority of India, Bangalore, the said loss can be claimed from the contractor up to the value of the loss. The decision of the Senior Director, Sports Authority of India, Bangalore/SAI NSSC in this regard will be final and binding on the contractor.
 5. The bidder shall not do anything in or outside the premises which may create nuisance or annoyance to the SAI or to the visitors. The contractor/his representative will keep in touch with the SAI so as to ensure that the Swimming pool is made available in perfect condition during training sessions.
 6. The maintenance work will be randomly checked by the designated representative of SAI, NSSC and the contractor will abide by the criteria as directed by the Sports Authority of India, Bangalore.
 7. That the overall control and supervision of the premises shall remain and vested in the SAI, NSSC / owner who through its authorized representative will have the right to inspect the whole or part of the premises as and when considered necessary with respect to fulfillment of all the terms and conditions of contract.
 8. The bidder is required to abide by all relevant Acts of Govt. like Minimum Wages Act,

Contract Labour Act (Contract Labour (Regulation & Abolition Act, 1970) and other statutory provisions like Provident Fund Act, ESI Bonus, Gratuity, Leave, Relieving Charges, Uniform and Allowance thereof and any other charges applicable from time to time, for his employees and shall be fully responsible for any violation.

9. Every employee of the contractor shall wear uniform and a badge wearing his/her name, while on duty. The said uniform and badge shall be provided by the contractor at his own cost.
10. The contractor shall not engage any sub-contractor or transfer the contract to any other person in any manner.
11. SAI, NSSC, Bangalore, will not be under any obligation for providing employment to any of the worker of the bidder after the expiry of the contract. The SAI, NSSC, Bangalore does not recognize any employee/employer relationship with any of the employees of the bidder.
12. In case any complaint is received attributable to misconduct/misbehavior of bidder's staff, SAI, NSSC, Bangalore(owner), may direct the bidder, to have any person removed that is considered to be undesirable or otherwise.
13. It will be the sole responsibility of the bidder that the persons engaged are skilled and trained for the job and the owner will not be liable for any mishap, directly or indirectly.
14. All liabilities arising out of accident or death of any employee of the bidder while on duty shall be borne by the bidder.
15. The bidder shall be responsible to maintain all property and equipment of the Sports authority of India, NSSC, Bangalore entrusted to him. Any damage or loss caused by bidder's persons to the SAI NSSC in whatever shape would be recovered from the bidder.
16. Any liability arising out of any litigation (including those in consumer courts) due to any act of bidder's personnel or information sought under RTI Act 2005, in respect of bidder's personnel/agency, the same shall be directly borne by the bidder including all expenses/fines.
17. Of the general conditions of contract then unless a different intention appears If during inspection/complaint the bidder's service are found not to be satisfactory, SAI, NSSC (owner), have the right to claim & deduct penalty @ Rs.3,000/- on 1st default, @ Rs.2,000/- on 2nd default and thereafter @ Rs.10,000/- for every such occasion during the quarter in fulfillment of contractual obligations. The same shall be deducted from the bidder's quarterly Bills. Repeated non- observation/discrepancies in fulfillment of contractual obligations may result into termination of contract immediately at a week's notice.
18. Where any portion of special conditions of contract is repugnant to or at variance with any provisions the provisions of the special condition of contract shall be deemed to override the provisions of the General conditions of contract only to the extent such repugnancies/ variations in the special conditions of contract as are not possible of being reconciled with the provisions of general conditions of contract.
19. All purchased materials, cleaning & housekeeping equipments during the contract period will become property of SAI, after completion of contract period agency cannot claim of such materials. However during the contract period it is responsibility of agency to maintain & service of all the equipments.

SCOPE OF WORK

The Maintenance Services of Swimming Pool Complex of 40 Lacs Liters capacity and Hydrotherapy Unit as mentioned under "Price Schedule" will comprise regular cleaning and minor maintenance of Swimming Pool Complex and Hydrotherapy Unit on daily basis with as per Standards so as to keep it free from any dirt /dust and tree leaves etc. besides cleaning and maintenance of peripheral drains as detailed hereunder:-

A. Routine Care

1. Water maintenance and Chemical treatment
2. Suction swiping of the bottom of the pools and sides of the walls
3. Maintenance of Filtration Plant and Accessories
4. Daily Water Testing for PH level and free Chlorine
5. Maintenance of equipment and Infrastructure for water circulation
6. Filtration Plant Operation
7. Water Level Maintenance
8. Algae control measures
9. Cleaning of pool surroundings, change rooms, office rooms etc.
10. Watering and maintenance of lawns and plants
11. Plumbing Line Maintenance

B. Other works

Apart from routine care the bidder has to cover the following works:

- (i) Opening of Swimming Pool at 5:30 AM, removal of suspended objects from water, cleaning the surrounding areas, change room etc.
- (ii) Operation of Filtration plant, chemical treatment of water including supply of required chemical of approved brand and monitoring the PH valve, residual chlorine, free chlorine and other technical parameters duly entered in log book and got certified regularly by the Competent Authority.
- (iii) Suctioning both the pools and removal of any foreign objects found at the pool.
- (iv) Back wash of filter and other routine operations.
- (v) Day to day maintenance of equipment used for upkeep of the pool complex.
- (vi) Supply and maintenance of equipment required for pool maintenance like suction sweepers, long brush for wall cleaning etc., their maintenance/replacement as and when required.
- (vii) Assist the National Coaches during training by providing the required training aids which are available with SAI.
- (viii) Maintenance of the conditioning hall and adjoining rooms clean and tidy.

- (ix) Grass cutting of the lawns, watering plants etc.,
- (x) Cleaning of deck area, surrounding of the pool, road etc.,
- (xi) Closing of the pool after cleaning all scattered equipment, training aids etc after completion of day's activities.
- (xii) Operating of the pool on Sundays and holidays if required so by SAI.
- (xiii) Any other works assigned by the Officer In-charge from time to time.
- (xiv) Daily Routine Housekeeping & cleaning works in toilets, change rooms & swimming pool complex.

SUBMISSION OF TENDER

(On the letterhead of the Bidder)

To,

The Senior Director,
SAI NSSC.
Bengaluru.

Sub: Submission of Tender for the work of "Comprehensive Annual Maintenance Contract (AMC) for the cleaning and maintenance of Swimming Pool Complex and Hydrotherapy Unit for a period of 01 year at NSSC, Bengaluru for Sports Authority of India."

Dear Sir,

I/We acknowledge that SAI is committed to follow the principles thereof as enumerated in the Integrity Agreement enclosed with the tender/bid document.

I/We agree that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that I/We will sign the enclosed integrity Agreement, which is an integral part of tender documents, failing which I/We will stand disqualified from the tendering process. I/We acknowledge that THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of this condition of the NIT.

I/We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender/bid is finally accepted by SAI. I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article 1 of the enclosed Integrity Agreement.

I/We acknowledge that in the event of my/our failure to sign and accept the Integrity Agreement, while submitting the tender/bid, SAI shall have unqualified, absolute and unfettered right to disqualify the bidder/bidder and reject the tender/bid in accordance with terms and conditions of the tender/bid.

Yours faithfully

(Duly authorized signatory of the Bidder)

ACCEPTANCE OF TENDER CONDITIONS

(On the letter head of the Bidder)

To,

Senior Director,
SAI NSSC,
Mysore Road,
Bengaluru – 560 056.

Sir,

The tender documents for the work of "Comprehensive Annual Maintenance Contract (AMC) for the cleaning and maintenance of Swimming Pool Complex and Hydrotherapy Unit for a period of 01 year at NSSC, Bengaluru for Sports Authority of India." been sold to me/us by Sports Authority of India and I/We hereby unconditionally accept the tender conditions and tender documents in its entirety for the above work.

1. The contents of relevant clauses have been wherein it is clarified that after unconditionally accepting the tender condition in its entirety, it is not permissible to put any remark(s)/condition(s) (except unconditional rebate on price, if any) in the tender enclosed in "Envelope-2 and the same has been followed in the present case. In case this provision of the tender is found violated at any time after opening of the Envelope-2, I/we agree that the tender shall be summarily rejected and SAI shall, without prejudice to any other right or remedy be at liberty to forfeit the full said earnest money absolutely.
2. The required earnest money for this work is enclosed herewith.
3. If I/we will not fulfill the minimum qualifying criteria of the tender I/we not lodge any claim for opening of Envelope -2 of the tender.

Yours faithfully,

Dated : _____

(Signature of the bidder)
With rubber stamp

DECLARATION FORM

To,
Senior Director
SAI NSSC,
Bengaluru.

I/We have read examined the following tender documents relating to the work of "Comprehensive Annual Maintenance Contract (AMC) for the cleaning and maintenance of Swimming Pool Complex and Hydrotherapy Unit for a period of 01 year at NSSC, Bengaluru for Sports Authority of India."

- a) Notice inviting tender
- b) Information & instructions for bidders
- c) Warranty form
- d) Criteria for Pre-qualification
- e) General conditions of contract
- f) Bidder's labour regulations & safety code
- g) Special conditions
- h) Additional conditions
- i) Specifications

I/We hereby, tender for execution of the works referred to in the documents mentioned in paragraph I above upon the terms and conditions contained or referred to in the aforesaid documents and in accordance with the specifications, and other details given therein within the period(s) of completion as given in Notice Inviting Tenders and subject to such terms and conditions as stipulated.

I/We agree to keep this tender open for acceptance for 90 days from the date of opening thereof and also agree not to make any modifications in its terms and conditions of our own accord.

A sum of Rs. _____ is hereby forwarded in form of Demand Draft / FDR / BG as Earnest Money.

I/We agree if I/We fail to keep the validity of tender open, as aforesaid, or make any modification in the terms and conditions of my/our tender of our own accord and/or after the acceptance of our tender if I/We fail to commence the execution of the works, as provided in the document referred to in paragraph 1 above, I/We shall become liable for forfeiture of my/our earnest money, as aforesaid, and the Owner shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. Should this tender be accepted, I/We agree to abide by and fulfill all the terms and conditions and provisions of the above mentioned tender documents.

I/We certify that the tender submitted by me/is strictly in accordance with the terms, conditions, specifications, etc. as contained in your tender documents, referred to in paragraph 1 above, and it is further certified that it does not contain any deviations to the aforesaid document.

Witness

Signature in the capacity of:

Date

Duly authorized to sign the tender
On behalf of the (in block letter)

Address:

WARRANTY FORM

M/s. _____ having its registered office at _____ (hereinafter referred to as the Bidder) having carefully studied all the documents, specifications, etc. pertaining to the contract for Work of "Comprehensive Annual Maintenance Contract (AMC) for the cleaning and maintenance of Swimming Pool Complex and Hydrotherapy Unit for a period of 01 year at NSSC, Bengaluru for Sports Authority of India.."

DO HEREBY WARRANTY THAT

1. The Bidder is familiar with all the requirements of the contract.
2. The Bidder has investigated the site and satisfied himself regarding the character of the work and local conditions that may affect the work or its performance.
3. The Bidder is satisfied that the work can be performed and completed as required in the contract.
4. The Bidder accepts all risks directly or indirectly connected with the performance of the contract.
5. The Bidder has had no collusion with other Bidders, with any of the men of the Engineer-in-charge or with any other person in Department executes the said works according to the terms and conditions of the contract.
6. The Bidder has not been influenced by any statement or promise of the Department of Engineer-in-charge but only the contract, documents.
7. The Bidder is financially solvent.
8. The Bidder is experienced and competent to perform the contract to the satisfaction of the Engineer-in-charge.
9. The statement submitted by the Bidder is true.
10. The bidder is familiar with all general and special laws, acts, ordinance, rules and regulations of the municipalities, district, state and central govt. that may affect the work, its performance or personnel employed therein.

Dated _____

For & behalf of the Bidder

PROFORMA OF BANK GUARANTEE (FOR PERFORMANCE GUARANTEE)

SPORTS AUTHORITY OF INDIA , NSSC ,
(Address as mentioned in Notice Inviting Tender)

Whereas the Sports Authority of India(hereinafter called "SAI" which expression shall include its successors and assigns) having awarded a work order/contract / supply order No.....
Dated(hereinafter called the contract) to M/s.
..... (Hereinafter called the Bidder / supplier) at a total price of Rs..... subject to the terms and conditions contained in the contract.

The terms and conditions of the contract require the Bidder to furnish a bank guarantee for Rs..... (Rupees.....) being% of the total value of the contract for proper execution and due fulfillment of the terms and conditions contained in the contract.

We, the Bank, (hereinafter called the "Bank") do hereby unconditionally and irrevocably undertake to pay to SAI immediately on demand in writing and without protest/or demur all moneys payable by the Bidder/supplier to SAI in connection with the execution / supply of and performance of the works / equipment, inclusive of any loss, damages, charges, expenses and costs caused to or suffered by or which would be caused to or suffered by SAI by reason of any breach by the Bidder / supplier of any of the terms and conditions contained in the contract as specified in the notice of demand made by SAI to the bank. Any such demand made by SAI on the bank shall be conclusive evidence of the amount due and payable by the bank under this guarantee. However, the Bank's liability under this guarantee shall be limited to Rs _____ in the aggregate and the bank hereby agree to the following terms and conditions:-

- (i) This guarantee shall be a continuing guarantee and irrevocable for all claims of SAI as specified above and shall be valid during the period specified for the performance of the contract including the period of maintenance/warranty.
- (ii) We, the said bank further agree with SAI that SAI shall have the fullest liberty without our consent and without affecting in any manner our obligations and liabilities hereunder to vary any of the terms and conditions of the said contract or to extend time for performance of contract by the Bidder from time to time or to postpone for any time or from time to time any of the powers exercisable by SAI against the Bidder/supplier under the contract and For bear or enforce any of the terms and conditions relating to the said contract and we shall not be relieved from our liability by reason of any such variations or extension being granted to the Bidder or for any forbearance, act or omission on the part of SAI or any indulgence by SAI to the Bidder or by any such matter or thing whatsoever, which under the law relating to the sureties would, but for this provision, have effect of so relieving us.

- (iii) This guarantee/undertaking shall be in addition to any other guarantee or security whatsoever SAI may now or at any time have in relation to the performance of the works/equipment and the company shall have full re-course to or enforce this security in performance to any other security or guarantee which the SAI may have or obtained and there shall be no forbearance on the part of the company in enforcing or requiring enforcement of any other security which shall have the effect of releasing the Bank from its full liability. It shall not be necessary for SAI to proceed against the said Bidder/supplier before proceeding against the Bank.
- (iv) This guarantee/ undertaking shall not be determined or affected by the liquidation or winding up, dissolution or change of constitution or insolvency of the supplier/ Bidder, but shall in all respects and for all purposes be binding and operative until payment of all moneys payable to SAI in terms thereof are paid by the Bank.
- (v) The Bank hereby waives all rights at any time inconsistent with the terms of this Guarantee and the obligations of the bank in terms hereof, shall not be otherwise effected or suspended by reasons of any dispute or disputes having been raised by the supplier/Bidder (whether or not pending before any Arbitrator, Tribunal or Court) or any denial of liability by the supplier/Bidder stopping or preventing or purporting to stop or prevent any payment by the Bank to SAI in terms hereof.

We, the said Bank, lastly undertake not to revoke this guarantee during its currency except with the previous consent of SAI in writing. Unless a claim is made in writing within three months from the date of expiry of this guarantee i.e. (Three months after the date of expiry) we shall be relieved from all liabilities under this guarantee thereafter.

Signed this day of at.....For and on behalf of Bank

WITNESS.

- 1. _____
- 2. _____

PROFORMA OF BANK GUARANTEE IN LIEU OF E.M.D.

SPORTS AUTHORITY OF INDIA

Address as mentioned in Notice Inviting Tender

In consideration of Sports Authority of India, having its Registered Office at Sports Authority of India Netaji Subhash Southern Centre , Jnanabharathi Campus, Mysore Road, Bengaluru 560056 (hereinafter called "SAI" which expression shall unless repugnant to the subject or context include its successors and assigns) having issued Notice Inviting Tender No..... and M/s having its Registered Head Office at..... (Hereinafter called the "BIDDER") is to participate in the said tender for Whereas SAI, as a special case, has agreed to accept an irrevocable and unconditional Bid Bond Guarantee for an amount of Rs..... valid up to From the bidder in lieu of Cash Deposit of Rs..... required to be made by the bidder, as a condition precedent for participation in the said tender. We the (Hereinafter called the "BANK") having its Registered Office at

..... And Branch Office at do hereby unconditionally and irrevocably undertake to pay SAI immediately on demand on demand in writing and without demur/protest any amount but not exceeding Rs..... Any such demand made by SAI shall be conclusive and binding on us irrespective of any dispute or differences that may be raised by the bidder.

Any change in the constitution of the bidder or the Bank shall not discharge our liability under the guarantee.

We, the.....Bank, lastly undertake not to revoke this guarantee during its currency without the prior consent of SAI in writing and this guarantee shall remain valid up to..... Unless a claim is made with three months from the date of expiry i.e. (Three months after the date of expiry), we shall be relieved of our liability under this guarantee hereafter.

FOR AND ON BEHALF OF BANK

PLACE:

DATED:

WITNESS.

INTEGRITY PACT
(Rs. 100/- Stamp Paper)

Sports Authority of India intends to award of the "Annual Maintenance Contract (AMC) of Swimming Pool Complex for a period of 01 year at NSSC, Bengaluru for Sports Authority of India.." vide NIT No.SAI/NSSC/ENGG/AMC/SP/226/2020-21dated with all relevant laws and regulations and the principles of economical use of resources and of fairness and transparency in its relation with its Bidders.

In order to achieve these goals, we,..... hereby enter into this 'Integrity Pact' which will form a part of the bid.

We,will not misrepresent facts or furnish false / forged documents / information in order to influence the bidding process or the execution of the contract to the detriment of SAI.

If we, in any act or form, before award of the contract have committed a serious transgression through a violation or in any other form such as to put our reliability or credibility into question, SAI may after following due procedures also exclude us from future contract award processes and SAI may forfeit the EMD under the bid. We understand and agree that in the event of finding false /forged documents submitted in the bidding process at any stage, the award of contract will be terminated and the Performance Guarantee will be forfeited as penalty for the damage caused besides resorting to other remedies under the contract.

Place : (For & on behalf of Bidder)

Date :

Witness 1:

Name & Address:.....

.....

Witness 2:

Name & Address :

.....

AGREEMENT FORM

Agreement No.....

This agreement is made on this _____ day of _____ 2020 _____,
between (hereinafter called "the SAI") of the one
part and _____
[name and address of contractor] (hereinafter called "the Contractor") of the other part.

Whereas the SAI is desirous that the Contractor execute for the work of-----
----- i.e. (hereinafter called "the Works") and the SAI has accepted the Tender
by the Contractor for the execution and completion of such Works and the remedying of any
defects therein at a contract price of Rupees.....

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by SAI to the Contractor as hereinafter mentioned, the Contractor hereby covenants with SAI to execute and complete the Works and remedy any defects therein in conformity in all aspects with the provisions of the Contract.
3. SAI hereby covenants to pay the Contractor in consideration of the execution and completion of the works and the remedying the defects wherein 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.
4. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
 - (i) Letter of Intent;
 - (ii) Contractor's Tender;
 - (iii) All Conditions of contract (including General, Special, Additional Conditions of Contract);
 - (iv) Specifications;
 - (v) Bill of Quantities; and
 - (vi) Any other document listed in the Contract Data as forming part of the contract.

In witness whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

The common seal ofwas here unto affixed in the presence of

Signed, sealed and delivered by the said parties :

Binding Signature of Contractor

Binding Signature of SAI

Witness:

Witness:

- 1)
- 2)

- 1)
- 2)

GUARANTEE TO BE EXECUTED BY CONTRACTOR FOR REMOVAL OF DEFECTS AFTER COMPLETION IN RESPECT OF WATER PROOFING WORKS.

The agreement made this Day ofTwo thousand twenty between
..... (Hereinafter called Guarantor of the one part) and the SAI (hereinafter called the Execution Agency of the other part).

WHEREAS this agreement is supplementary to a contract (hereinafter called the Contract), dated and made between the GUARANTOR OF THE ONE part and the SAI of the other part, whereby the Contractor, inter-alia, undertook to render the buildings and structures in the said contract recited completely water and leak proof.

AND WHEREAS the Guarantor agreed to give a guarantee to the effect that the said structures will remain water and leak proof for ten years from the date of handing over of the structure of water proofing treatment

NOW THE GUARANTOR hereby guarantees that water proofing treatment given by him will render the structures completely leak proof and the minimum life of such water proofing treatment shall be ten years to be reckoned from the date after the maintenance period prescribed in the contract provided that the Guarantor will not be responsible for leakage caused by earthquake or structural defects or misuse of roof or alteration and for such purpose.

- a) Misuse of roof shall mean any operation, which will damage proofing treatment, like chopping of firewood and things of the same nature, which might cause damage to the roof.
- b) Alternation shall mean construction of an additional storey or a part of the roof or construction adjoining to existing roof whereby proofing treatment is removed in parts
- c) The decision of the Engineer-in-Charge with regard to cause of leakage shall be final.

During this period of guarantee, the Guarantor shall make good all defects and in case of any defect being found render the building water proof to the satisfaction of the Engineer-in-Charge at his cost and shall commence the work for such rectification within seven days from the date of issue of notice from the Engineer-in-Charge calling upon him to rectify the defects failing which the work shall be got done by the SAI by some other Contractor at the guarantor's cost and risk. The decision of Engineer-in-Charge as to the cost, payable by the Guarantor shall be final and binding.

That if the Guarantor fails to execute the waterproofing or commits breach there under, then the Guarantor will indemnify the principal and his successors against all laws damage, cost, expense or otherwise which he may incur by reason of any default on the part of the GUARANTOR in performance and observance of this supplementary agreement. As to the amount of loss and / or damage and/ or cost incurred by the SAI, the decision of the Engineer-in-Charge will final and binding on the parties.

IN WITNESS WHEREOF these presents have been executed by the Obligator, and by
for and on behalf of the SAI on the day, month and year first above written.

0 Signed, sealed and delivered by Obligator in the presence of-

- 1.
- 2.

Signed for and on behalf of the SAI by _____

In presence of:

- 1.
- 2.

GENERAL INFORMATION

All individual firms and each partner of a joint venture participating in this Bid are requested to furnish the following information along with the tender.

1	Name of Bidder	
2	Head Office Address	
	Tel. No	
	Mobile no.	
	Fax No	
	E-mail address	
3	Address on which Correspondence should be done	
	Tel. No	
	Mobile no.	
	Fax No	
	E-mail address	
4	Specify, if the bidder is	
	a) An individual	
	b) A proprietary firm	
	c) A firm in partnership	
	d) A Limited Company or Corporation	
5	Other details: (Copies to be enclosed)	
	a) EPF No.	
	b) Karnataka Sales Tax / VAT / TIN No.	
	c) Sales Tax clearance up to	
	d) PAN No.	
	e) GST registration No.	
6	Give particulars of registration with Govt./ Semi Govt./ Public Sector Undertakings/Local Bodies.	

Note: Use separate sheets for providing more information if any.

LIST OF APPROVED BANKS

Nationalized Banks :

The Bank Guarantees shall be accepted from all functional Nationalized Banks.

BILL OF QUANTITIES

BILL OF QUANTITIES

FOR

THE WORK OF

COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT (AMC) FOR THE CLEANING AND MAINTENANCE OF SWIMMING POOL COMPLEX AND HYDROTHERAPY UNIT FOR A PERIOD OF 01 YEAR AT NSSC, BENGALURU FOR SPORTS AUTHORITY OF INDIA.

Name of the Contractor: _____
 Date of Application and Receipt.: _____
 Tender Issued on.: _____
 Date of Receipt of Tender : _____

BILL OF QUANTITIES

COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT (AMC) FOR THE CLEANING AND MAINTENANCE OF SWIMMING POOL COMPLEX AND HYDROTHERAPY UNIT FOR A PERIOD OF 01 YEAR AT NSSC, BENGALURU FOR SPORTS AUTHORITY OF INDIA.

Sl. No.	Description of work	Unit	Qty	Rate (INR)		Amount (INR)
				In figures	In words	
1.	Carrying out the Annual Maintenance Services of the Swimming Pool Complex as per the scope of work specified in Chapter 9 for a period of one year .	Month	12.00			
2.	Carrying out the Annual Maintenance Services of the Hydrotherapy Unit as per the scope of work specified in Chapter 9 for a period of one year	Month	12.00			
	TOTAL AMOUNT (In figures)					
	GST @12%					
	GRAND TOTAL(In Figures)					
	GRAND TOTAL(In Words)					