



# Sports Authority of India

LAKSHMIBAI NATIONAL COLLEGE OF PHYSICAL EDUCATION  
KARYAVATTOM, THIRUVANANTHAPURAM-81

Telephone: **0471 2416886**

Website: [www.lncpe.gov.in](http://www.lncpe.gov.in)

[www.sportsauthorityofindia.nic.in](http://www.sportsauthorityofindia.nic.in)

[www.eprocure.gov.in/eprocure/app](http://www.eprocure.gov.in/eprocure/app)

## E-Bidding Document

**Aluminium Partition works in Administrative Block at SAI-LNCPE, Karyavattom,  
Trivandrum, Kerala.**

**INVITATION OF BIDS****ON TWO BID SYSTEM [(i) Eligibility Bid, (ii) Financial Bid]**

The Principal, SAI-LNCPE, Trivandrum, invites online composite item rate bids from specialized firms/contractors of repute in two bid system [(i) Eligibility bid & (ii) Financial bid] for the following work :

Sl. No.	NIT No.	Name of work & Location	Estimated cost put to bid	Earnest Money	Period of completion	Last date & time of submission of bid, copy of receipt of deposition of original EMD, and other documents as specified in the NIT.	Time & Date of opening of Eligibility bid
1	2	3	4	5	6	7	8
1	LNCPE/Infra/Alum. Part./Admin. Block/2021	Aluminium Partition works in Administrative Block at SAI-LNCPE, Karyavattom, Trivandrum, Kerala.	Estimated Cost : Rs.27,58,000/-	Rs. 55,160/-	One month	Up to 6.00 PM on 02.03.2022	04-03-2022 at 11.00 AM

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Bid Reference No: LNCPE/Infra/Alum. Part./Admin. Block/2021

Dated: **07-02-2022**

### **INVITATION FOR ONLINE BIDS (IFB)**

1. Sports Authority of India, for and on behalf of the **PRINCIPAL, SAI LNCPE** invites online Bids on two bid systems for the following work.

Brief Description of Work	Amount of Bid Security in INR
Aluminium Partition works in Administrative Block at SAI-LNCPE, Karyavattom, Trivandrum, Kerala.	<b>Rs.55,160/-</b> (Rupees Fifty five thousand one hundred sixty only)  (Demand Draft payable at Trivandrum to be drawn in favour of the Principal, SAI LNCPE)

**Note:**

Scanned copy of Bid Security is to be uploaded online and hard Copy of same must be sent to the **PRINCIPAL LNCPE & DIRECTOR SAI LNCPE REGION, THIRUVANANTHAPURAM** on or before Bid Submission Date & Time as mentioned in Critical Date Sheet.

**2. Manual bids shall not be accepted.**

#### **CRITICAL DATA SHEET**

<b>Uploading/Publication of Tender Documents</b>	<b>07.02.2022</b>
<b>Downloading of Bid Document/sale start date</b>	<b>08.02.2022</b>
<b>Seeking Clarification start date</b>	<b>09.02.2022</b>
<b>Seeking Clarification end date</b>	<b>16.02.2022</b>
<b>Pre bid meeting</b>	<b>16.02.2022</b>
<b>Bid submission start date</b>	<b>17.02.2022</b>
<b>Bid submission end date</b>	<b>02.03.2022</b>
<b>Last Date &amp; Time of Submission of Bids</b>	<b>02.03.2022, 06:00pm</b>
<b>Opening Date &amp; Time of Technical Bids</b>	<b>04.03.2022, 11:00am</b>
<b>Opening Date &amp; Time of Financial Bids</b>	<b>Will be notified later</b>

1. Contractors who fulfill the following requirements shall be eligible to apply.

**Minimum Eligibility Criteria**

1. **Work Experience:** The tenders will be qualified only if they have successfully completed the similar nature of works **in India** during the **last Two years ending previous day of last date of submission of bids**. The Contractors should be registered with Government department such CPWD/ MES/ State PWD/ Railways, PHE, Municipal Corporation, Housing Board, Development Authorities etc.

**(2)** Average annual financial turnover on Civil work/ Maintenance & Repair work should be at least 50% of the estimated cost during the immediate last 3 consecutive financial year.

**(3)** The bidders should not have incurred any loss **(profit after tax should be positive)** in more than 2 years during the last 5 years ending 31<sup>st</sup> March 2021. Balance sheet duly certified and audited by the registered Chartered Accountant.

**(4)** Agency should have solvency of the amount equal to 40% of the estimated cost of the work.

**(5) Additional conditions of Eligibility**

**(i) Joint ventures/ Consortium and Special Purpose Vehicles are not eligible.**

**(ii) Firms/Contractors who are black listed and/or debarred are not eligible.**

6. The intending bidder must read the **terms and conditions, Special conditions and General Conditions of Contract etc.** carefully. The intending bidder should submit his/their bid only if she/he/they consider himself/themselves eligible and she/he/they is/are in possession of all the documents required.
7. Goods and Service Tax (GST), Labour Cess and any other tax as applicable shall be borne by the contractor himself. The contractor shall quote his rates considering all such taxes.
8. Information and instructions, for bidders posted on website shall form part of bid documents.
9. Bid documents consisting of plans, specifications, schedule of quantities of various types of items of works to be executed and set of terms and conditions

of the contract to be complied with and other necessary documents can be seen and downloaded from website **www.eprocure.gov.in/eprocure/app** free of cost.

10. Bid can be submitted only after the following ;
  - (i) Uploading the mandatory scanned documents such as Demand Draft or Pay order or Banker's Cheque or Deposit at call Receipt or Fixed Deposit Receipts and Bank Guarantee of any Scheduled Bank towards EMD drawn in favour of **The Principal, SAI-LNCPE, Karyavattom, Trivandrum, receipt of deposition of EMD and;**
  - (ii) **Other documents as specified in the NIT.**
11. **The intending bidder must have valid Class-III digital signature to submit the bid.**
12. On opening date, the contractor can login and see the bid opening process. After opening of bids he will receive the competitor bid sheets.
13. Contractor can upload documents in the form of **JPG** format and **PDF** format.
14. **Certificate of Financial Turnover:** At the time of submission of bid, contractor may upload Affidavit/Certificate from Chartered Accountant mentioning Financial Turnover of **last 3 (three)** years or and further details if required may be asked from the contractor after opening of Eligibility bids. There is no need to upload entire voluminous balance sheet.
15. **Eligibility bids** shall be opened first on the due date and time as mentioned above. The date and time of opening of **Financial bids** of contractors who qualifies in **the Eligibility Bid** shall be communicated to them at a later date after evaluation of eligibility bids.
16. Pre-Bid conference shall be held at Sports Authority of India. Lakshmibai National College of Physical Education, Karyavattom, Thiruvananthapuram – 695 581 at 11.00 AM **on 16.02.2022** to clear the doubt if any of intending bidders. If further pre bid conferences are required for complete and effective interactions, the date and time of same will be communicated at the end of the pre bid meeting.

17. The department reserves the right to reject any prospective Applications/ bids without assigning any reason thereof and to restrict the list of qualified contractors to any number deemed suitable by it, if too many bids/applications satisfying the laid down criteria are received.

Bid documents consisting of plans, specifications, the schedule of quantities of various types of work to be done and the set of terms and conditions of contract to be complied with the contractor whose bid may be accepted and other necessary documents can be seen at Sports Authority of India. Lakshmi Bai National College of Physical Education, Karyavattom, Thiruvananthapuram – 695 581 between hours of 11.00 a.m to 3.00 pm upto **16.02.2022** every day except on Sunday and public holidays.

**18. List of Documents to be filled in by the tenderers in various forms as indicated in Section III, to be scanned and uploaded within the period of bid submission:**

1.	Treasury Challan/Demand Draft/ Pay order or Banker's Cheque/Deposit at Call Receipt/ Fixed Deposit /Receipt of a Schedule Bank/ bank Guarantee of any Scheduled Bank against EMD.
2.	Letter of Transmittal
3.	Certificate of Financial Turnover from Chartered Accountant as per Form 'A'
4.	Bank Solvency Certificate as per Form 'B' and "B-1"
5.	Certificates of Works Experience as per <b>Form 'C', 'C'-1 &amp; 'D' (in case of Non Government works TDS issued shall also be submitted and uploaded)</b>
6.	Structure & Organization as per Form 'E'
7.	Affidavit on Rs.200/- Non judicial stamp paper for No litigation Form 'F '
8.	<p>GST registration Certificate of the State in which the work is to be taken up, if already obtained by the bidder.</p> <p>If the bidder has not obtained GST registration in the State in which the work is to be taken up, or as required by GST authorities then in such a case the bidder shall scan and upload following undertaking along with other documents.</p> <p>"If work is awarded to me, I/WE shall obtain GST registration Certificate of the State, In which work is to be taken up within one month from the date of receipt of award letter or before release of any payment by SAI LNCPE, whichever is earlier, failing which I/We shall be responsible for any delay in payments which will be due towards me/us on a/c of the work executed and/or for any action taken by SAI LNCPE or GST department in this regard".</p>

**Principal  
SAI LNCPE, Thiruvananthapuram**

**SPORTS AUTHORITY OF INDIA  
LAKSHMIBAI NATIONAL COLLEGE OF PHYSICAL EDUCATION  
THIRUVANANTHAPURAM**

**NOTICE INVITING TENDER**

**1.** Online composite item rate bids in **two bid system [Eligibility bid & Financial bid]** are invited from firms/contractors of repute for the work of:

**Aluminium Partition works in Administrative Block at SAI-LNCPE, Karyavattom, Trivandrum, Kerala.**

**1.1** The work is estimated to cost **Rs.27,58,000/-**. This estimate, however, is given merely as a rough guide.

1.1.1 The authority competent to approve NIT for the combined cost and belonging to the major discipline will consolidate NITs for calling the bids. He will also nominate Division which will deal with all matters relating to the invitation of bids. The eligibility of bidders will correspond to the combined estimated cost of different components put to bid.

1.1.2 **Joint ventures consortium and special purpose vehicles are not eligible.**

1.1.3 **Firms/Contractors who are black listed and/or debarred are not eligible.**

Intending bidder is eligible to submit his bid provided he has definite proof from the appropriate authority, which shall be to the satisfaction of the competent authority, of having satisfactorily completed similar works of magnitude specified below :-

**1.2.1 Criteria of eligibility for contractors.**

Contractors who fulfill the following requirements shall be eligible to apply.

**(i) Minimum Eligibility Criteria**

**Work Experience:** The tenders will be qualified only if they have successfully completed similar works during the **last Two years ending previous day of last date of submission of bids.**

Bidders are required to submit TDS Certificates in Form 16-A, in case the similar works are executed for a private body, which shall form basis for establishing the completion cost of similar work executed by the bidder.

- (ii) **The bidder should not have been black listed and/or debarred by any State/Central Department or PSU or Autonomous bodies. The applicant must submit a duly notarized affidavit to this effect in form 'F' in Rs. 200/- stamp paper as specified in under Section III and scanned copy of the same shall be uploaded at the time of tendering. Applications received without this declaration in original shall stand automatically rejected.**
  - (iii) The bidder should have had average annual financial turnover (gross) of **50%** on **Civil work/ maintenance** works during last three consecutive financial years, duly certified and audited by the Chartered Accountant. Year in which no Turnover is shown would also be considered for working out the average.
  - (iv) The bidder should not have incurred any loss (**profit after tax should be positive**) in more than two years during the immediate last **five consecutive financial years** duly certified by the Chartered Accountant.
  - (v) The bidder should have a solvency of **40%** certified by his Bankers.
  - (vi) The Contractors should have valid registration certificate from competent authority.
2. Agreement shall be drawn with the successful bidder in Standard Form which is available as a Govt. of India Publication. Bidders shall quote their rates as per various terms and conditions of the said form which will form part of the agreement.
  3. The time allowed for carrying out the work will be **01(One) months i/c rainy season** from the date of start as defined in schedule 'F' or from the first date of handing over of the site, whichever is later, in accordance with the phasing, if any, indicated in the bid documents.
  4. The site for the work is available.
  5. The bid document consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents and Standard



General Conditions of Contract Form can be seen on website **[www.eprocure.gov.in/eprocure/app](http://www.eprocure.gov.in/eprocure/app)** free of cost.

6. After submission of the bid the contractor can re-submit revised bid any number of times but before last time and date of submission of bid as notified.
7. While submitting the revised bid, contractor can revise the rate of one or more item(s) any number of times (he need not re-enter rate of all the items) but before last time and date of submission of bid as notified.
- 9.1 Earnest Money in the form of Treasury Challan or Demand Draft or Pay order or Banker's Cheque or Deposit at Call Receipt or Fixed Deposit Receipt drawn in favour of **The Principal, SAI LNCPE, Karyavattom, Trivandrum** shall be scanned and uploaded to the e-Tendering website within the period of bid submission.
- 9.2 Amount of EMD can be paid by multiple demand draft /pay order / banker's cheque / deposit at call receipt / Fixed deposit receipts along with multiple bank guarantees of any scheduled bank if EMD is also acceptable in the form of Bank guarantee. Bank Guarantee of any scheduled bank should be valid for a period of 6 (six) months which is to be scanned and uploaded by the intending bidders. The intending bidder has to fill up all the details such as Banker's name, Demand draft/ Fixed deposit Receipt Pay Order/ Banker's Cheque / Bank Guarantee number, amount and date.
- 9.3 Copy of Enlistment Order and certificate of Work experience and other documents as specified in the invitation of bid shall be scanned and uploaded within the period of bid submission. However, certified true copy of all the scanned and uploaded documents as specified in "invitation of bid" shall have to be submitted by the lowest bidder only within a week physically in the office of SAI LNCPE. Online bid documents submitted by the intending bidders shall be opened only of those bidders, whose original EMD deposited in favour of the Principal, SAI LNCPE and other documents scanned and uploaded are found in order.
- 9.4 The bid submitted shall be opened at 11.00 AM on 04-03-2022**

## **10**

- 10.1 The bid submitted shall become invalid if:

- (i) The bidder is found ineligible.
- (ii) The bidder does not deposit original EMD in the office the Principal, SAI LNCPE, Thiruvananthapuram inviting bid.
- (iii) The EMD document submitted to SAI LNCPE, Karyavattom, Thiruvananthapuram other than the one invited tender found have been issued from the place other than the place of this office received the EMD document.
- (iv) The bidder does not upload all the documents (including Receipt for deposition of original EMD of which the scanned copy of the EMD uploaded as stipulated in the bid document).
- (v) Any discrepancy is noticed between the documents as uploaded at the time of submission of bid and hard copies as submitted physically by the lowest bidder.
- (vi) Bids on which any of the prescribed conditions is not fulfilled or any condition including that of conditional rebate is put forth by the bidders.
- (vii) The bidder hide facts and furnish false information, details and certificates and has not furnished the certified performance of work as per NIT condition.

10.2 **In case any discrepancy is noticed between the documents as uploaded at the time of submission of the bid online and hard copies as submitted physically in the office of the Principal, SAI LNCPE, Karyavattom, Thiruvananthapuram, then the bid submitted shall become invalid and the Government shall, without prejudice to any other right or remedy, be at liberty to forfeit 100% of the said earnest money as aforesaid. Further, the tenderer shall not be allowed to participate in the retendering process of the work.**

10.3 After opening of the eligibility bid, the deficiencies found in the bid of each bidder viz-a-viz requirements as per NIT will be communicated to individual bidders by Speed Post and/or by email with a request to furnish required documents within one week of receipt, and if the bidder failed to furnish the requisite document /details within the time limit specified, it will be presumed that the individual bidder do not have any further documents to furnish and decision on bids will be taken accordingly.

11. The contractor whose bid is accepted will be required to furnish **performance guarantee of 5% (Five Percent)** of the bid amount within the period specified

in Schedule F. This guarantee shall be in the form of Deposit at Call receipt of any scheduled bank/Banker's cheque of any scheduled bank/Demand Draft of any scheduled bank/Pay order of any Scheduled Bank (in case guarantee amount is less than Rs. 1,00,000/-) or Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the prescribed form. In case the contractor fails to deposit the said performance guarantee within the period as indicated in Schedule 'F', including the extended period if any, the Earnest Money deposited by the contractor shall be forfeited automatically without any notice to the contractor. **The Earnest Money deposited along with bid shall be returned after receiving the aforesaid performance guarantee.**

**The contractor whose bid is accepted will also be required to furnish either copy of applicable licenses/registrations or proof of applying for obtaining labour licenses, registration with EPFO, ESIC and BOCW Welfare Board and programme Chart (Time and Progress) within the period specified in Schedule F.**

**12. The description of the work is as follows:**

Intending Bidders are advised to inspect and examine the site, structures and its surroundings and satisfy themselves before submitting their bids as to the nature of the ground and sub-soil (so far as is practicable), 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 circumstances which may influence or affect their bid. A bidder shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charge consequent on any misunderstanding or otherwise shall be allowed. 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 bid 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 done and of conditions and rates at which stores, tools and plant, etc. will be issued to him by the Government and local conditions and other factors having a bearing on the execution of the work.

13. The competent authority on behalf of the Principal, SAI LNCPE does not bind itself to accept the lowest or any other bid and reserves to itself the authority to reject any or all the bids received without the assignment of any reason. All bids in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the bidders shall be summarily rejected.
14. Canvassing whether directly or indirectly, in connection with bidders is strictly prohibited and the bids submitted by the contractors who resort to canvassing will be liable for rejection.
15. The competent authority on behalf of the Principal, SAI LNCPE reserves to himself the right of accepting the whole or any part of the bid and the bidders shall be bound to perform the same at the rate quoted.
16. The bid for the works shall remain open for acceptance for a period of **Seventy five (75) days** from the date of opening of **Eligibility bid**, if any bidder withdraws his bid before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the bid which are not acceptable to the department, then the Government shall, without prejudice to any other right or remedy, be at liberty to forfeit 100% of the said earnest money as aforesaid. Further the bidders shall not be allowed to participate in the rebidding process of the work.
17. This notice inviting Bid shall form a part of the contract document. The successful bidder/contractor, on acceptance of his bid by the Accepting Authority shall within 15 days from the stipulated date of start of the work, sign the contract consisting of:-
  - (i) The Notice Inviting Bid, all the documents including additional conditions, specifications and drawings, if any, forming part of the bid as uploaded at the time of invitation of bid and the rates quoted online at the time of submission of bid and acceptance thereof together with any correspondence leading thereto.
18. In case any discrepancy is noticed between the documents as uploaded at the time of submission of the bid online and hard copies as submitted physically in the office of the Principal, then the bid submitted shall become invalid and the Government shall, without prejudice to any other right or remedy, be at liberty to forfeit 100% of the said earnest money as aforesaid. Further the bidders shall not be allowed to participate in the re-tendering process of the work.

**Principal,  
SAI LNCPE  
Karyavattom, Thiruvananthapuram**

**BRIEF PARTICULARS OF THE WORK**

**Salient details of the work for which bids are invited are as under :**

Aluminium Partition works in Administrative Block at SAI-LNCPE, Karyavattom, Trivandrum, Kerala.

**Estimated cost : Rs.27,58,000/-**

**Period of completion: 01(One) month i/c rainy season.**

2. The job site refers to the property located in SAI LNCPE Campus, Karyavattom P.O, Thiruvananthapuram - 695581.

3. **General features and major components of work are as under:-**

Aluminium Partition works in Administrative Block:- Providing Cabins and work station using Aluminium Partition with the help of aluminium extruded section with 12 mm particle board and 4 mm glass with all fittings and fixtures. The estimate has the scope of providing electrical points for the cubicals & work stations.

**Above details and status are only indicative but not exhaustive. The intending bidder shall inspect the site and fully acquaint with nature and quantum of work and site condition and assess and satisfy themselves before quoting and submission of his/their bid. No claim on this account shall be entertained by the Department.**

4. Work shall be executed according to: (i) GCC 2014 (General condition for CPWD Work – CPWD Form 7) amended and corrected upto last date of receipt of Bid/tender.

(ii) CPWD Specification 2009 volume I & II with upto date correction slips, General conditions of contract, special conditions, particular specification etc. specified in the contract.

**SECTION-II**  
**INFORMATION & INSTRUCTION FOR BIDDERS**

**1.0 GENERAL :**

- 1.1 Letter of transmittal and forms for deciding eligibility are given in **Section III**.
- 1.2 All information called for in the enclosed forms should be furnished against the relevant columns in the forms. If for any reason, information is furnished on a separate sheet, this fact should be mentioned against the relevant column. Even if no information is to be provided in a column, a "nil" or "no such case" entry should be made in that column. If any particulars / query is not applicable in case of the bidder, it should be stated as "not applicable". The bidders are cautioned that not giving complete information called for in the application forms or not giving it in clear terms or making any change in the prescribed forms or deliberately suppressing the information may result in the bid being summarily disqualified. Bids made by telegram or telex and those received late will not be entertained.
- 1.3 Deleted
- 1.4 Overwriting should be avoided. Correction, if any, should be made by neatly crossing out, initialing, dating and rewriting. Pages of the eligibility criteria document are numbered. Additional sheets, if any, added by the contractor should also be numbered by him. They should be submitted as a package with signed letter of transmittal.
- 1.5 References, information and certificates from the respective clients certifying suitability, technical knowledge or capability of the bidder should be signed by an officer not below the rank of Executive Engineer or equivalent.
- 1.6 **The bidder should not have been black listed and/or debarred by any State/Central Department or PSU or Autonomous bodies. The applicant must submit a duly notarized affidavit to this effect in form 'F' in Rs. 200/- stamp paper as specified in under Section III and scanned copy of the same shall be uploaded at the time of tendering. Applications received without this declaration in original shall stand automatically rejected.**

- 1.7 The bidder may furnish any additional information which he thinks necessary to establish his capabilities to successfully complete the envisaged work. He is, however, advised not to furnish superfluous information. No information shall be entertained after opening of Eligibility Bids unless it is called for by the Employer.
- 1.8 After opening of the Eligibility bid, SAI LNCPE shall prepare a list of deficiencies if any found in the bids of each bidder vis-à-vis requirements as per NIT and send the lists to individual bidders by Speed Post/e-mail with a request to furnish required documents within three days of receipt, and if the bidder fail to submit the requisite documents and details within the said time limit fixed by the Principal it will be presumed that the individual bidder do not have any further documents to furnish and decision on bids will be taken accordingly.
- 1.9 Any information furnished by the bidder found to be incorrect either immediately or at a later date, would render him liable to be debarred from tendering/ taking up of work in SAI LNCPE.

### **DEFINITIONS**

- 2.1 In this document the following words and expressions have the meaning hereby assigned to them.
- 2.2 Employer: Means the Principal, SAI LNCPE, Karyavattom, Thiruvananthapuram.
- 2.3 Bidder : Means the individual, proprietary firm, firm in partnership, limited company private or public or corporation.
- 2.4 "Year" means "financial year" unless stated otherwise.

### **3.0 METHOD OF APPLICATION:**

- 3.1 If the bidder is an individual, the bid should be signed by him above his full type written name and current address, mobile no and e-mail id.
- 3.2 If the bidder is a proprietary firm, the bid should be signed by the proprietor above his full type written name and the full name of his firm with its current address, mobile no and e-mail id.
- 3.3 If the bidder is a firm in partnership, the bid should be signed by each and every partner thereof. All the partners of the firm should sign above their full typewritten names and current addresses with mobile no and e-mail id. In the event of absence of any partner, it must be signed on his behalf by a person holding a power of attorney authorized by him to do so. Alternatively it should be signed by a partner holding power of attorney of the partnership firm authorizing to do so on behalf of all the partners. In the later case a certified true copy of the

power of attorney should also be scanned and uploaded to the e-tendering website. In both cases a certified true copy of the partnership deed and current address of all the partners of the firm should be submitted along with the bid and it must disclose that the firm is duly registered under the Indian Partnership Act 1932.

- 3.4 If the bidder is a limited company or a corporation, the bid shall be signed by a duly authorized person holding power of attorney for signing the bid accompanied by a copy of the power of attorney. The bidder should also upload a certified true copy of the Memorandum of Articles of Association duly attested by a Public Notary.

#### **4.0 FINAL DECISION MAKING AUTHORITY**

The employer reserves the right to accept or reject any bid and to annul the process and reject all bids at any time, without assigning any reason or incurring any liability to the bidders.

#### **5.0 PARTICULARS PROVISIONAL**

The particulars of the work given in Section-I are provisional. They are liable to change and must be considered only as advance information to assist the bidder.

#### **6.0 SITE VISIT**

The bidder is advised to visit the site of work and structures, at his own cost, and examine it and its surroundings, satisfy to himself collect all information that he considers necessary for proper assessment of the prospective assignment.

#### **7.0 INITIAL CRITERIA FOR ELIGIBILITY**

7.1 **Work Experience:** The tenders will be qualified only if they have successfully completed similar works in India as mentioned below during the **last Two years ending previous day of last date of submission of bids.**

Average annual financial turnover on **Civil work/Irrigation/Landscape work/playfield maintenance work** should be at least 50% of the estimated cost during the immediate last 3 consecutive financial year.

- d) The bidders should not have incurred any loss (**profit after tax should be positive**) in more than 2 years during the last 5 years ending 31<sup>st</sup> March 2021. Balance sheet duly certified and audited by the registered Chartered Accountant.
- e) Agency should have solvency of the amount equal to 40% of the estimated cost of the work.



f) **Additional conditions of Eligibility**

**(i) Joint ventures/ Consortium and Special Purpose Vehicles are not eligible.**

**(ii) Firms/Contractors who are black listed and/or debarred are not eligible.**

Bidders are required to submit TDS Certificates in Form 16-A in case the similar works are executed for a private body which shall form basis for establishing the completion cost of similar work executed by the bidder.

7.2 At the time of bidding, all the Bidders shall have to furnish an affidavit as under :

(i) I/We undertake and confirm that I/We have not abandoned any of the work entrusted to me /us nor any of the work entrusted to me/us have been rescinded by any of the Central /State Govt Departments, Undertakings, Autonomous institutions, Agencies, Societies, Enterprises and Companies.

(ii) I/we undertake and confirm that our firm/partnership firm/company has not been blacklisted by any state/Central Departments/PSUs/Autonomous bodies during the last 7 years of its operations. Further that, if such an information comes to the notice of the department then I/we shall be debarred for bidding in Government Departments in future forever. Also, if such an information comes to the notice of department on any day before date of start of work, the Engineer-in-charge shall be free to cancel the agreement and to forfeit the entire amount of Earnest Money Deposit/Performance Guarantee Scanned copies of these notarized affidavits are to be uploaded at the time of submission of bid.

7.3 The bidder should have had average annual financial turnover (gross) of **50%** on Civil work/ maintenance work of the estimated cost during the last available three consecutive years **Balance sheet duly audited by a Chartered Accountant.** Year in which no turnover is shown would also be considered by working out the average.

7.4 The bidder should not have incurred any loss (**profit after tax should be positive**) in more than two years **during immediate last five consecutive financial years**, duly certified and audited by the Chartered Accountant.

- 7.5 The bidder should have a **solvency of 40%** of the estimated cost of the work certified by his bankers.
- 7.6 The bidder should have sufficient number of Technical and Administrative employees for the proper execution of the contract. The bidder shall have to submit a list of the employees stating clearly how those employees would be involved in this work within 15 days of award of work.

## **8.0 EVALUATION CRITERIA**

- 8.1 The details submitted by the bidders will be evaluated in the following manner.
- 8.1.1 The bid will first be scrutinized and evaluated for satisfying the initial criteria prescribed in **para 7** above in respect of experience of eligible similar class of works completed, loss, solvency and financial turn over etc. will first be scrutinized and the bidder's eligibility for the work will be determined.

The department, however, reserves the right to restrict the list of such qualified contractors to any number deemed suitable by it.

## **9.0 FINANCIAL INFORMATION**

Bidder should furnish the following financial information:

- a) Annual financial statement for the last five years in (Form "A"). This should be supported by audited balance sheets and profit and loss accounts duly certified by a chartered accountant, as submitted by the applicant to the income tax department (**Form "A"**).
- b) Solvency certificate in (**Form "B"**).

## **10. EXPERIENCE IN WORKS HIGHLIGHTING EXPERIENCE IN SIMILAR WORKS**

10.1 Bidder should furnish the following :

- a) List of eligible similar nature of works successfully completed during the **last Two years** in (**Form "C"**) **and ongoing works as well (Form 'C'-1).**

## **11. ORGANISATION INFORMATION**

Bidder is required to submit the information in respect of his organization in (**Form "E"**).

## **12. LETTER OF TRANSMITTAL**

The bidder should submit the letter of transmittal attached with the document.

### **13. OPENING OF FINACIAL BID**

After evaluation of eligibility bid, a list of short - listed agencies will be prepared. Thereafter the financial bids of only the qualified and technically acceptable bidders shall be opened at the notified time, date and place in the presence of the qualified bidders or their representatives. **The bid shall remain valid for 75 days from the last day of receipt of Eligibility bid.**

### **14**

**14.1 Credentials for the works submitted by the agency may, if required, be inspected, checked and verified physically by the NIT approving authority or his authorized representative or by an authorized committee constituted for the purpose and the agency will make necessary arrangement for local transport, arranging meeting with the client department etc. The marks for the quality shall be given based on this inspection, if inspection is carried out.**

### **15. AWARD CRITERIA**

15.1 The employer reserves the right, without being liable for any damages or obligation to inform the bidder, to:

- a) Amend the scope and value of contract to the bidder.
- b) Reject any or all the bids without assigning any reason.

15.2 Any effort on the part of the bidder or his agent to exercise influence or to pressurize the employer would result in rejection of his bid. Canvassing of any kind is prohibited.

15.3 In case, contractors quoted the same rates for the work, then work shall be awarded to the contractor having more annual turnover & experience in the respective category of works.

**SECTION – III**  
**INFORMATION REGARDING ELIGIBILITY**

LETTER OF TRANSMITTAL

To

The Principal,  
SAI LNCPE, Karyavattom  
Thiruvananthapuram – 695 581

Sub : Submission of bids in two bid system for the work of Aluminium Partition works in Administrative Block at SAI-LNCPE, Karyavattom, Trivandrum, Kerala.

Sir,

Having examined the details given in the bid document for the above work, I/ We hereby submit the relevant information.

1. I/ We hereby certify that all the statement made and information supplied in the enclosed **forms A to F** and accompanying statements are true and correct.
2. I/ We have furnished all information and details necessary for eligibility and have no further pertinent information to supply.
3. I/We submit the requisite certified solvency certificate and authorize the **Principal, SAI LNCPE, Karyavattom, Thiruvananthapuram** to approach the bank issuing the solvency certificate to confirm the correctness thereof. I/We also authorize **Principal, SAI LNCPE, Karyavattom, Thiruvananthapuram** to approach individuals, employers, firms and corporation to verify our competence and general reputation.
4. I/We submit the certificates as per the form "E" in support of our suitability, technical knowledge and capability for having successfully completed the following eligible similar works:-

S.N.	Name of work	Amount	Experience Certificate from
1.			
2.			
3.			

Certificate :

It is certified that the information given in the enclosed eligibility bid are correct. It is also certified that I/we shall be liable to be debarred, disqualified/cancellation of enlistment in case any information furnished by me/us found to be incorrect.

Enclosures:

Seal of bidder

Date of submission

**SIGNATURE(S) OF BIDDER(S)**

**FORM 'A'****FINANCIAL INFORMATION**

Name of the firm / contractor.....:

- I. Financial Analysis-Details to be furnished duly supported by figures in balance sheet / profit & loss account for the last five years duly certified by the Chartered Accountants, as submitted by the applicant to the Income Tax Department (Copies to be attached).

**Fig in lakhs Rs.**

Sl. No.	Particulars	Financial Years				
		2016-2017	2017-2018	2018-2019	2019-2020	2020-2021
i)	Gross Annual turnover on Civil work/maintenance works					
iii)	Profit / Loss					

- II. Financial arrangements for carrying out the proposed work.
- III. Solvency Certificate from Bankers of bidder in the prescribed Form "B" are enclosed.

**Signature of Chartered Accountant with Seal**

**Signature of Bidder(s)**

Note: This Form 'A' of financial information regarding the bidder must be signed by both bidder as well as Chartered Accountant.

**FORM 'B'****FORM OF BANKERS' SOLVENCY CERTIFICATE FROM A SCHEDULED BANK**

This is to certify that to the best of our knowledge and information that M/s./Shri..... having marginally noted address, a customer of our bank are / is respectable and can be treated as good for any engagement upto a limit of Rs. ....(Rupees.....).

This certificate is issued without any guarantee or responsibility on the bank or any of the officers.

(Signature)  
For the Bank

- NOTE: (1) Bankers certificate should be on letter head of the Bank addressed to **The Principal, SAI LNCPE, Karyavattom P.O, Thiruvananthapuram – 695 581.**
- (2) In case of partnership firm, certificate should include names of all partners as recorded with the Bank.
- (3) **The certificate should not be more than 6 months old.**

## FORM FOR CERTIFICATE OF NET WORTH FROM CHARTERED ACCOUNTANT

"It is to certify that as per the audited balance sheet and profit & loss account during the financial year....., the Net Worth of M/s.....(Name & Registered Address of Individual/firm/company), as on .....(the relevant date) is Rs..... is Rs..... after considering all liabilities. It is further certified that the Net Worth of the company has not eroded by more than 30% in the last three years ending on (the relevant date)."

Signature of Chartered Accountant.....

Name of Chartered Accountant.....

Membership No. of ICAI

Date and Seal

**DETAILS OF ELIGIBLE SIMILAR NATURE OF WORKS COMPLETED DURING THE LAST TWO YEARS ENDING PREVIOUS DAY OF LAST DATE OF SUBMISSION OF TENDERS.**

Name of the firm / contractor.....

Sl. No.	Name of work / project and location	Owner or sponsoring organization	Cost of work in Lakhs of Rs.	Date of commencement as per contract	Stipulated date of completion	Actual date of completion	Litigation/ arbitration cases pending / in progress with details*	Name and Address (Postal & E-mail) / telephone number of officer to whom reference may be made	Whether work was done on back to back basis. <b>Yes/no</b>
1	2	3	4	5	6	7	8	9	10

\*indicate gross amount claimed and amount awarded by the Arbitrator.



**FORM 'C'-1****PROJECT UNDER EXECUTION**

Sl. No.	Name of work / project and location	Owner or sponsoring organization	Cost of work in Lakhs of Rs.	Date of commencement as per contract	Stipulated date of completion	Upto date percentage progress of work	Slow progress if any and reasons thereof	Name and Address / telephone number of officer to whom reference may be made	Remarks
1	2	3	4	5	6	7	8	9	10

**FORM 'D'****PERFORMANCE REPORT OF WORKS REFERRED TO IN FORM "C"**

1.	Name of work / Project & Location	
2.	Agreement No.	
3.	Estimated Cost	
4.	Tendered Cost	
5.	Date of Start	
6.	Date of completion	
	i) Stipulated Date of Completion ( as mentioned in work order )	
	ii) Actual Date of Completion	
7.	(a) Whether case of levy of compensation for delay has been decided or not	Yes/No
	(b) If decided, amount of compensation levied for delayed completion, if any	
8.	Performance Report	
	1) Quality of Work	Outstanding/Very Good/Good/Poor
	2) Financial Soundness	Outstanding/Very Good/Good/Poor
	3) Technical Proficiency	Outstanding/Very Good/Good/Poor
	4) Resourcefulness	Outstanding/Very Good/Good/Poor
	5) General Behaviour	Outstanding/Very Good/Good/Poor
9	Remarks ( if any ):	
Dated:		Executive Engineer or Equivalent Officer with stamp

**STRUCTURE & ORGANISATION**

1.	Name & Address of the bidder	
2.	Telephone No. / Email id /Telex No./Fax No.	
3.	Legal status of the bidder (attach copies of original document defining the legal status).	
	a) An Individual	
	b) A proprietary firm	
	c) A firm in partnership	
	d) A limited company or Corporation	
4.	Particulars of registration with various Government bodies (attach attested photo-copy).	
	Organization/Place of Registration	Registration No.
	1.	
	2.	
	3.	
5.	Names and Titles of Directors & Officers with designation to be concerned with this work.	
6.	Designation of individuals authorized to act for the organization.	
7.	Has the bidder, or any constituent partner in case of partnership firm, limited company/joint venture ever been convicted by a court of law? If so, give details.	
8.	In which field of Civil Engineering Construction the bidder has specialization and interest?	
9.	Any other information considered necessary but not included above.	

Signature of bidder(s) with stamp

**AFFIDAVIT**

I/we undertake and confirm that our firm/partnership firm has not been blacklisted and/or debarred by any state/Central Departments/PSUs/Autonomous bodies during the last 7 years of its operations. Further that, if such information comes to the notice of the department then I/we shall be debarred for bidding in CPWD/Government Departments in future forever. Also, if such information comes to the notice of department on any day before date of start of work, the Engineer-in-charge shall be free to cancel the agreement and to forfeit the entire amount of Earnest Money Deposit/Performance Guarantee (Scanned copy of this notarized affidavit to be uploaded at the time of submission of bid)

**NOTE: Affidavit to be furnished on a 'Non-Judicial' stamp paper worth Rs.200/-**

Signature of Bidder(s) or an authorized  
Officer of the firm with stamp

Signature of Notary with seal

Note: In case of any litigation in process or in last seven years, the details of same should be furnished/ (scanned and uploaded at the time of submission of bid) in the following Format.

<b>S.No</b>	<b>Name of work</b>	<b>Year</b>	<b>Details of litigations</b>	<b>Type of litigation</b>	<b>Status of litigation</b>
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Signature of Bidder(s) or an authorized  
Officer of the firm with stamp

**SECTION – IV**

**(A) BANK GUARANTEE FORM FOR PERFORMANCE**

**SECURITY**

To

**THE PRINCIPAL**

**SAI LNCPE,**

LNCPE CAMPUS

P.B NO.3 KARIAVATTOM

THIRUVANANTHAPURAM-695581

[The bank, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated]

Date: [insert date (as day, month, and year) of Notification of Award] and Contract No. \_\_\_\_\_

Bank's Branch or Office: [insert complete name of Guarantor] Beneficiary: Sports Authority of India,

**PERFORMANCE GUARANTEE No.:** [insert Performance Guarantee number]

We have been informed that [insert complete name of Supplier] (hereinafter called "the Supplier") has entered into Contract No. [insert number] dated [insert day and month], [insert year] with you, for the supply of [description of Goods and related Services] (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a Performance Guarantee is required.

At the request of the Supplier, we hereby irrevocably undertake to pay you any sum(s) not exceeding [insert amount(s) in figures and words] upon receipt by us of your first demand in writing declaring the Supplier to be in default under the Contract, without cavil or argument, or your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This Guarantee shall remain in full force and effect till [insert number] day of [insert number] [insert year], here in after called the said date that is the period that is required for satisfactory performance and fulfilment in all respects of the said contract by the bidder and that if any claim accrues or arise against us ..... Bank Ltd by virtue of this guarantee before the said date, the same shall be enforceable against us ..... Bank Ltd notwithstanding the fact the same is enforced within 60 days after the said date Provided that a notice of any such claims has been given to us .....Bank by the SAI LNCPE before the said date.

We .....Bank further agree that the SAI, LNCPE shall have fullest liberty, without effecting in any manner or obligations here under, to vary any of the terms and conditions of the said contract or to extend time of performance guarantee by the bidder or to postpone for any time or from time to time any of the clauses exercisable by SAI, LNCPE against the bidder or to forbear or enforce any of the terms and conditions relating to the said contract and we .....Bank shall not be released from any liability under this guarantee by reason of any such variation or extension being granted to the bidder or for any forbearance or for any omission on the part of SAI, LNCPE or any other matter or things

whatsoever which under the law relating to sureties would, but for this provision have effect of so releasing us from our liability under this guarantees.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458, except that subparagraph (ii) of Sub-article

20(a) is hereby excluded.

[Signatures of authorized representatives of the bank and the Supplier]

**SECTION - IV**

**(B) BANK GUARANTEE FORM FOR BID SECURITY**

Whereas \_\_\_\_\_ (hereinafter called the "Bidder") has submitted its quotation dated \_\_\_\_\_ for the supply of \_\_\_\_\_ (hereinafter called the "Bid") against the purchaser's Bid Reference No. \_\_\_\_\_ Know all persons by these presents that we \_\_\_\_\_ of \_\_\_\_\_ (Hereinafter called the "Bank") having our registered office at \_\_\_\_\_ are bound unto \_\_\_\_\_ (hereinafter called the "Purchaser) in the sum of \_\_\_\_\_ for which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_. The conditions of this obligation are:

- (1) If the Bidder withdraws or amends, impairs or derogates from the Bid in any respect within the period of validity of this Bid.
- (2) If the Bidder having been notified of the acceptance of his Bid by the Purchaser during the period of its validity:-
  - (a) fails or refuses to furnish the performance security for the due performance of the contract.
  - or
  - (b) fails or refuses to accept/execute the contract.

We undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition(s).

This guarantee will remain in force for a period of forty-five days after the period of Bid validity of 60 days i.e. for 105 days (60 days + 45 days) from the date of Bid Opening and any demand in respect thereof should reach the Bank not later than the above date.

\_\_\_\_\_  
(Signature of the authorised officer of the Bank)

\_\_\_\_\_  
\_\_\_\_\_  
Name and designation of the officer  
\_\_\_\_\_

Seal, name & address of the Bank and address of the Branch

**SECTION - IV**  
**(C) NEFT MANDATE FORM**

From: M/s:

Date:

To

**THE PRINCIPAL**  
**SAI LNCPE,**  
LNCPE CAMPUS  
P.B NO.3 KARIAVATTOM  
THIRUVANANTHAPURAM-695581

**Sub: NEFT PAYMENTS**

We refer to the NEFT being set up by SAI. For remittance of our payments using RBI's NEFT scheme, our payments may be made through the above scheme to our under noted account.

**NATIONAL ELECTRONIC FUNDS TRANSFER MANDATAE FORM**

<b>Name of City</b>	
<b>Bank Code No.</b>	
<b>Bank 's name</b>	
<b>Branch Address</b>	
<b>Branch Telephone / Fax no.</b>	
<b>Supplier's Account No.</b>	
<b>Type of Account</b>	
<b>IFSC code for NEFT</b>	
<b>IFSC code for RTGS</b>	
<b>Supplier's name as per Account</b>	
<b>Telephone no. of supplier</b>	
<b>Supplier's E-mail ID</b>	

*[Signature with date, name and designation]*

For and on behalf of Messrs \_\_\_\_\_

*[Name & address of the manufacturers]*

Confirmed by Bank

Enclosed a copy of Crossed Cheque



**ACCEPTANCE**

The above tender (as modified by you as provided in the letters mentioned hereunder) is accepted by me for a sum of Rs..... (Rupees .....)

The letters referred to below shall form part of this contract agreement:-

- (a)
- (b)
- (c)

Signature .....

Dated:

Designation .....

**Section-V****SPECIAL CONDITIONS**

- (1)** The contractor shall execute the whole work in the most substantial and workman like manner in strict accordance with the specifications / approved design / drawings, particular specifications, special conditions, additional conditions and instructions of the Engineer-in-Charge.
- (2)** The contractor shall at his own expense and risk arrange land for accommodation of labour, setting up of office, storage of materials and erection of temporary workshops, including land required for carrying out of all jobs connected with the completion of the work. If it becomes necessary during the work to remove or shift the stored materials, shed, workshop, access roads, etc, to facilitate execution of the work included in this agreement or any other work by any other agency, the contractor shall remove or shift these facilities as directed by the Engineer-in-Charge and no claim whatsoever shall be entertained on this account.
- (3)** The contractor shall carry out true and proper setting out of the work in co-ordination with the Engineer-in-Charge or his authorized representatives and shall be responsible for the correctness of the positions, levels, dimensions and alignments of all parts of the structure. If at any time during the progress of the work any error appears or arises in the position, level, dimensions or alignment of any part of the work, the contractor on being asked to do so by the Engineer-in-Charge, shall rectify such error to the entire satisfaction of Engineer-in-charge. The checking by the Engineer-in-Charge or his authorized representatives shall not relieve the contractor of his responsibility for the correctness of any setting out of any line or level. The contractor shall carefully protect and preserve all bench marks, pegs and pillars provided for setting out of works.
- (4)** All setting out activities concerning establishment of bench marks, instrument stations, centre line pillars, etc. including all material, tools, plants, equipment and all other instruments, labour, etc. required for performing all the functions necessary and ancillary thereto at the commencement of the work, during the progress of the work and till the completion of the work shall be carried out by the contractor and nothing extra shall be paid on this account.
- (5)** The work shall be carried out in the manner complying in all respects with the requirement of relevant rules and regulations of the local bodies under the jurisdiction of which the work is to be executed and nothing extra shall be paid on this account.
- (6)** For completing the work in time, the contractor may have to work in two or more shifts and no claims whatsoever shall be entertained on this account, notwithstanding the fact that the contractor will have to pay to the labourers and other staff engaged directly or indirectly on the work according to the provisions of the labour regulations and the agreement entered upon and/or extra amount for any other reasons.

- (7)** The contractor shall make his own arrangements for water and for obtaining electric connections if required and make necessary payments directly to the State / Central Govt. departments concerned. Contractor shall get the water tested from laboratory approved by the Engineer-in-charge at regular interval as per the CPWD Specifications 2009. All expenses towards collection of samples, packing, transportation etc. shall be borne by the contractor.
- (8)** The drawings/specifications for the work issued by the Engineer-in-Charge during execution of work shall at all times be properly correlated before executing any work and no claim whatsoever shall be entertained for discrepancies in the drawings.
- (9)** The works to be governed by this contract shall cover delivery and transportation up to destination, safe custody at site, insurance, erection, testing and commissioning of the entire works.  
The works to be undertaken by the contractor shall inter-alia include the following:
1. Obtaining of Statutory permissions where-ever applicable and required.
  2. Pre-commissioning tests as per relevant standard specifications, code of practice, Acts and Rules wherever required.
  3. The contractor shall submit material submittals along with material sample for approval of Engineer-in-charge prior to delivery of material at site.
- (10)** No payment shall be made to the contractor for damage caused by rain, whatsoever during the execution of works and any damage to the work on this account shall have to be made good by the contractor at his own cost.
- (11)** <Not applicable>
- (12)** No claim whatsoever for idle labour, additional establishments, costs of hire and labour charges for tools and plants, scaffolding etc., would be entertained under any circumstances.
- (13)** The Contractor(s) shall take all precautions to avoid accidents by exhibiting necessary caution boards day and night. In case of any accident of labours/ contractual staffs the entire responsibility will rest on the part of the contractor and any compensation under such circumstances, if becomes payable, shall be entirely borne by the contractor.
- (14)** Royalty if any payable and all other incidental expenditure shall have to be paid by the contractor on all the boulders, metal shingle, earth, sand bajri, etc. collected by him for the execution of the work, direct to the concerned Revenue Authority of the State or Central Govt. and the amount paid shall not be reimbursed in any form whatsoever.
- (15)** <Not applicable>

- (16)** On account of security considerations, there could be some restrictions on the working hours, movement of vehicles for transportation of materials and location of labour camp. The contractor shall be bound to follow all such restrictions and adjust the programme for execution of work accordingly. Nothing extra shall be paid on this account.
- (17)** Stacking of materials and excavated earth shall be done as per the directions of the Engineer-in-Charge. Double handling of materials or excavated earth if required shall have to be done by the contractor at his own cost.
- (18)** Unless otherwise specified in the Schedule of Quantities the rates for all items of work shall be considered as inclusive of working in or under water and/or liquid mud and/or foul conditions including pumping or bailing out liquid mud or water accumulated in excavations during the progress of the work from springs, tidal or river seepage, rain, broken water mains or drains and seepage from subsoil aquifer.
- (19)** The contractor shall arrange to keep the premises neat and clean. The rubbish/malba and unserviceable materials shall be removed on day to day basis.
- (20)** Time and Programme Chart.  
The contractor shall give scientifically analyzed detailed programme chart for all the activities of the work within 21 days from the date of issue of letter of acceptance of tender. The programme chart shall be prepared covering the physical milestones as envisaged in the tender documents. Nothing extra shall be paid for preparation/ modification of programme chart, CPM and PERT chart. The contractor shall submit the time and programme and project report using the mutually agreed software or in other format decided by the Engineer-in-charge.

**(21) QUALITY ASSURANCE**

- (i)** The proposed work is a prestigious campus development project and quality of work is of paramount importance. Contractor shall have to engage well-experienced skilled labour and deploy modern T&Ps and other equipment in the execution of the work.
- (ii)** The contractor shall ensure quality of work in a planned and time bound manner. Any sub-standard material / work beyond the set out tolerance limit shall be summarily rejected by the Engineer-in-charge and the contractor shall be bound to replace / remove such sub-standard / defective work immediately. If any material, even though approved by Engineer-In-Charge is found defective or not conforming to specifications shall be replaced / removed by the contractor at his own risk & cost.
- (iii)** The Contractor shall submit, within 21 days after the date of award of work, a detailed and complete method statement for the execution,

testing and Quality Assurance, of such items of works, as directed by the Engineer-in-Charge.

- (iv)** All the materials to be used in the work, to make the finished work complete in all respects, shall comply with the requirements of the specifications and shall pass all the tests required as per specifications as applicable or such specifications / standards as directed by the Engineer-in-Charge. However, keeping the Quality Assurance in mind, the Contractor shall submit, on request from the Engineer-in-Charge, his own Quality Assurance procedures for basic materials and such items, to be followed during the execution of the work, for approval of the Engineer-in-Charge.
- (v)** To avoid delay, contractor should submit all samples well in advance so as to give timely orders for procurement.
- (vi)** The contractor shall at his own cost submit samples of all materials sufficiently in advance and obtain approval of Engineer-in-Charge. The materials to be used in actual execution of the work shall strictly conform to the quality of samples approved by the Engineer-in-Charge and nothing extra shall be paid on this account. The acceptance of any sample or material on inspection shall not be a bar to its subsequent rejection, if found defective.
- (vii)** The contractor shall at his cost, make all arrangements and shall provide necessary facilities as the Engineer-in-Charge may require for collecting, preparing, packing, forwarding and transportation of the required number of samples for tests and for analysis at such time and to such places as directed by the Engineer-in-Charge. Nothing extra shall be paid for the above operations including the cost of materials required for tests and analysis. Testing charges shall be borne by the contractor.
- (viii)** The necessary tests shall be conducted in the laboratory approved by the Engineer-in-Charge. The samples for carrying out all or any of the tests shall be collected by the Engineer-in-charge or on his behalf by any other officer of SAI LNCPE. The contractor or his authorized representative shall associate himself in collection, preparation, packing and forwarding of such samples for the prescribed tests and analysis. In case the contractor or his authorized representative is not present or does not associate him in the aforesaid operation the results of such tests and consequences thereon shall be binding on the contractor.
- (ix)** Materials used on work without prior inspection and testing (where testing is necessary) and without approval of the Engineer-in-Charge are liable to be considered unauthorized, defective and not acceptable. The Engineer-in-Charge shall have full powers to require the removal of any or all of the materials brought to site by contractor which are not in

accordance with the contract specifications or do not conform, in character or quality to the samples approved by the Engineer-in-Charge. In case of default on the part of the contractor in removing rejected materials, the Engineer-in-Charge shall be at liberty to have them removed at the risk and cost of the contractor.

- (x)** The contractor shall make his own arrangement of water required for execution of work and get the water tested at his own cost with regard to its suitability for use in the works and get written approval from the Engineer-in-Charge before he proceeds with the use of same for execution of work and thereafter it is got tested at he prescribed interval as per specification.
- (22)** The contractor shall not store/dump material or debris on metalled road.
- (23)** The contractor shall get prior approval from Engineer-in-charge for the area where the material or debris can be stored beyond the metalled road, This area shall not cause any obstruction to the free flow of traffic/inconvenience to the pedestrians. It should be ensured by the contractor that no accidents occur on account of such permissible storage.
- (24)** The contractor shall ensure that all the trucks or vehicles of any kind which are used for construction purposes/or are carrying construction material like soil and other allied material are fully covered. The contractor shall take every necessary precautions that the vehicles are properly cleaned and dust free to ensure that enroute their destination, the dust, sand or any other particles are not released in air/contaminate air.
- (25)** The contractor shall provide mask to every worker working on the construction site and involved in loading, unloading and carriage of construction material and construction debris to prevent inhalation of dust particles and for obeying COVID protocol in the State / Country.
- (26)** The Contractor shall provide all medical help, investigation and treatment to the workers involved in the construction of building and carry of construction material and debris relatable to dust emission.
- (27)** The contractor shall comply all the preventive and protective environmental steps as stated in the MoEF guidelines,2010.

**Section-VI****Particular Specifications and Special Conditions.**

**Aluminium Partition works in Administrative Block:- Providing Cabins and work station using Aluminium Partition with the help of aluminium extruded section with 12 mm particle board and 4 mm glass with all fittings and fixtures. The estimate has the scope of providing electrical points for the cubicals & work stations.**

**SECTION VI (A)****GENERAL CONDITIONS****1.01 General**

The job site refers to the property located in SAI LNCPE, Karyavattom, Thiruvananthapuram – 695 581. The work includes Aluminium Partition works in Administrative Block:- Providing Cabins and work station using Aluminium Partition with the help of aluminium extruded section with 12 mm particle board and 4 mm glass with all fittings and fixtures. The estimate has the scope of providing electrical points for the cubicals & work stations at SAI-LNCPE, Karyavattom, Trivandrum, Kerala

The Specifications, Plans and attached Drawings are intended to cover all of the work to be done, unless expressly excluded. Any labor and materials not indicated therein but which may be necessary to complete any parts of the work in proper workmanlike manner are to be furnished by the Contractor with the approval of the Engineer-in-Charge.

**Responsibilities of the Contractor:**

The Contractor shall supply all labour, machinery and material for the completion of the works associated with this project. All machinery shall be kept in good working order, all work shall be carried out in a professional manner, and all material will be of new manufacture. All work will be performed in accordance with the plans and at the instruction of the Engineer-in-Charge and the Owner as well as on-site instructions.

**1.02 Definitions:**

Whenever these words occur in this specification, they shall the following meanings.

a. “Site”

Site of works at SAI LNCPE, Karyavattom, Thiruvananthapuram

b. “Contract Documents”

The plans, drawings, and sketches attached thereto or referenced therein, Construction Specifications and supplements and the general items and conditions of the document.

c. “Contractor”

“Contractor” shall refer to any party that is responsible for performing the work described in the applicable section of these Specifications.

d. “Owner/Employer”

“Owner/Employer” shall mean The Principal, SAI LNCPE, Karyavattom, Trivandrum.



**1.03 Surveys, Permits and Regulations**

The Owner shall furnish all land surveys and establish all base lines for locating the principal component parts of the work. All Permits and licenses necessary for the execution of the work and any permits, licenses and easements shall be secured and paid for by the Owner. Any changes in these Specifications brought on by municipal, or other government regulations, or by interpretation of the same shall constitute additional work and the Owner shall pay the Contractor for the same.

**1.04 Supervision of work**

The Contractor shall keep on his work, during its progress, a competent superintendent / project manager satisfactory to the Engineer in Charge. The Contractor shall give efficient supervision to the work, using his best skill and attention. The Owner reserves the right to approve or reject the Contractor's site representative for improper or inadequate performance.

**1.05 Workmanship**

Contractor shall employ competent and suitable workmen at all times and equipment sufficient to execute all the work to full completion in the manner and time specified.

**1.06 Labour, Equipment and Delays**

The Contractor shall provide adequate machinery and labour for the satisfactory progress of the specified work. If, in the opinion of the EIC, the labour furnished by the Contractor is incompetent, unskilled or unreliable, his equipment inadequate, improper or unsafe, or if the Contractor shall fail to continuously and diligently execute the work, the EIC has the right to ask the Contractor to remove all such causes of complaint, and the Contractor shall promptly comply with such request. The contractor shall select the machinery that he deems is the most appropriate in order for his work to conform with the requirements without causing damage to existing vegetation and other features scheduled to remain. Such machinery must be approved by the EIC before work is started. However, such approval by the EIC does not in any way relieve the Contractor of his responsibility to properly execute work without causing any damage.

**1.07 Removal of Equipment and Property of Contractors**

The Contractor shall remove from the Owner's Property all equipment, unused and damaged materials and all other property and impediment due to, occasioned by, or used in the Contractor's work within 15 days after completion of his work.

**1.08 Supervisory Rights of Designer**

<Not applicable>

#### **1.09 Plans and Specifications**

<Not applicable>

#### **1.10 Quantities**

The quantity details shown on the bill of quantities/contract/schedule of quantities schedule of rates document have been indicated as closely as possible but are approximate only. The Contractor shall be responsible for exact quantities and should request for clarification or additional information when required from the EIC, please refer to the above mentioned document for quantities for each section.

#### **1.11 Changes by the Contractor in Plans and Specifications**

The Contractor without the written approval of the EIC shall make no changes in plans / Specification.

#### **1.12 Alterations, Changes, Omissions From or Addition to the Work.**

Should the Owner/EIC at any time during the progress of the work desire any alteration, changes, omissions from or additions to the work include in the plans and specifications, these shall be acceded to by the Contractor of whom such requests are made, and same shall not in any way effect the time of completion of the work as agreed upon in the Contract except as shall be further agreed at the time such changed are made.

In the event that these changes require the use of additional equipment or manpower not anticipated in the plans and specifications prepared by the EIC, the Contractor shall provide the same at a rate of payment to be agreed upon in advance.

#### **1.13 Materials**

All materials used in the work not specifically expressed as being furnished by the Owner/EIC shall be furnished by the Contractor. All material furnished by the Contractor shall be of the kind and type specified or approved by the EIC.

The Owner/EIC shall have the right to inspect the materials entering into the execution of this project and the execution itself at any time and reject the same if in their opinion it does not match the required standards.

#### **1.14 Protection of Existing Facilities and Structures**

The Contractor shall exercise due care in protecting all existing facilities, structures and utilities both above surface and underground on the Owner's property.

#### **1.15 Care of Materials**

All materials shall be carefully staked or stored in proper places, and all work shall be done strictly in conformity with local laws regarding the same. The Contractor shall be fully responsible for the storage, security and care of the machinery.

#### **1.16 Access and Service Roads**

<Not applicable>

**1.17 Overtime Work**

Any overtime work undertaken to meet the completion time for the work shall be at the expense of the Contactor.

**1.18 Precautions**

The Contractor shall take all necessary and reasonable precautions to prevent any damage to existing trees, foliage, plant materials and other property of the Owner. The Contractor at his own expense would repair any damage caused by the Contractor to any of the properties of the Owner outside the area of work.

Contractor is responsible for controlling soil erosion and sedimentation until the contract is complete. This shall be in accordance with federal, state, county, and local government regulations.

**1.19 Rock Excavation**

<Not applicable>

**1.20 Construction Safety Measures**

The Contractor must observe and enforce construction safety measures required by the Municipal statutes and authorities and comply with applicable provincial regulation.

**1.21 Verification of Quantities & Mapping**

The quantities provided in the Contract Document are estimates of the work to be performed by the Contractor and they should be used as a guide only. It is Contractor's responsibility to evaluate and understand the precise quantities and Scope of works to be performed which will provide him with a complete and thorough understanding of the work.

**1.22 The Designer**

<Not applicable>

**1.23 Interpretation**

The Tender specifications are drawn and written to provide as much information and detail as possible for the proper and complete execution of the scope the work. However, there may remain aspects of the scope of works for which it is impossible to provide an exact, quantifiable description, and as such that can be subject to interpretation. If any issue arises regarding the interpretation of the tender specifications &, the Engineer-in-Charge, the client and the Contractor shall strive to reach a common agreement. Failing that, it will be the EIC's interpretation of the Tender Specification that shall prevail.

**1.24 POWER SUPPLY:**

The contractor has to make its own arrangement for power supply required for execution of the work.

**1.25 WATER SUPPLY:**

The contractor has to make its own arrangement for water supply required for execution of the work.

**SECTION – VI (B)****GENERAL CONDITIONS OF CONTRACT (GCC)****1. Application**

The General Conditions of Contract incorporated in this section shall be applicable for this purchase to the extent the same is not superseded by Schedule of Requirements under Technical Specification under Part D of this document.

**2. Country of Origin**

<Not applicable>

**3. Performance Security**

3.1. Within Twenty One (21) days from date of the issue of Notification of Award by the purchaser.

3.2. The Performance security shall be denominated in Indian Rupees or in the currency of the contract in any one of the forms namely Account Payee Demand Draft or Fixed Deposit Receipt drawn from any Scheduled bank in India or Bank Guarantee issued by a Scheduled bank in India, in the prescribed form as provided in Section IV (A) of this document in favour of the purchaser.

3.3. In the event of any amendment issued to the contract, regarding extension of Delivery Period, the supplier shall, within twenty-one (21) days of issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary), rendering the same valid in all respects in terms of the contract, as amended.

3.4. The Purchaser will release the Performance Security without any interest to the supplier on successful completion of the supplier's all contractual obligations **including the warranty obligations.**

**4. Technical Specifications and Standards**

**The Goods & Services** to be provided by the supplier under this contract shall conform to the technical specifications mentioned in 'Schedule of quantities' under Part D of this document.

**5. Packing and Marking**

<Not applicable>

**6. Inspection, Testing and Quality Control**

6.1 <Not applicable>

6.2 <Not applicable>

6.3 The Purchaser and/or its nominated representative(s) will, without any extra cost to the purchaser, inspect and/or test the ordered goods and the related services to confirm their conformity to the contract specifications incorporated in the contract. The Purchaser shall inform the supplier in advance, in writing, the purchaser's programme for such inspection and, also the identity of the officials to be deputed for this purpose. The cost towards the transportation, boarding & lodging of Purchaser and/or its nominated representative(s) will be borne by the Purchaser and/or its nominated representative(s).

6.4 For such inspections and tests which are conducted in the premises of the supplier or its subcontractor(s), all reasonable facilities and assistance, including access to relevant drawings, design details and production data, shall be furnished by the supplier to the purchaser's inspector at no charge to the purchaser.

- 6.5 If during such inspections and tests the contracted goods fail to conform to the required specifications and standards, the purchaser's inspector may reject them and the supplier shall either replace the rejected goods or make all alterations necessary to meet the specifications and standards, as required, free of cost to the Purchaser and resubmit the same to the purchaser's inspector for conducting the inspections and tests again.
- 6.6 If the supplier tenders the goods to the purchaser's inspector for inspection at the last moment without providing reasonable time to the inspector for completing the inspection and other formalities within the contractual delivery period, the inspector may carry out the inspection and complete the formality beyond the contractual delivery period at the risk and expense of the supplier. The fact that the goods have been inspected after the contractual delivery period will not have the effect of keeping the contract alive and this will be without any prejudice to the legal rights and remedies available to the purchaser under the terms & conditions of the contract.
- 6.7 The purchaser's/Purchaser's contractual right to inspect, test and, if necessary, reject the goods after the goods' arrival at the final destination shall have no bearing of the fact that the good have previously been inspected and cleared by purchaser's inspector during pre-despatch inspection mentioned above.

## **7. Terms of Delivery**

Goods shall be delivered by the supplier in accordance with the terms of delivery specified in the contract.

## **8. Insurance:**

8.1 <Not applicable>

## **9. Incidental services:**

<Not applicable>

## **10. Despatch Documents for Goods Imported from abroad:**

10.1 The supplier shall send all the relevant despatch documents / royalty certificates well in time to the Purchaser to enable the Purchaser clear or receive (as the case may be) the goods in terms of the contract.

10.2 <Not applicable>

## **11. Warranty**

11.1 <Not applicable>

11.2 This warranty shall remain valid for **minimum period of 6 months** or as offered by the manufacturer/contractor whichever is later after the completion of work and accepted by the Purchaser in terms of the contract.

11.3 The supplier shall, promptly repair / replace the defective goods /parts/works thereof, free of cost, at the ultimate destination on site. The supplier shall take over the replaced/repared parts/goods/works after providing their replacements/repair works and no claim, whatsoever shall lie on the Purchaser for such replaced parts/goods/works thereafter.

11.4 If the supplier, having been notified, fails to rectify/replace the defect(s) promptly, the Purchaser may proceed to take such remedial action(s) as deemed fit by the purchaser, at the risk and expense of the supplier and without prejudice to other contractual rights and remedies, which the Purchaser may have against the supplier.

11.5 <Not applicable>

11.6 An UPTIME warranty of 95% during the warranty should be provided. Down time above 5% per year will extend the warranty period by double the down time period.

## 12. Prices

Prices to be charged by the supplier for supply of goods in terms of the contract shall not vary from the corresponding prices quoted by the supplier in its Bid and incorporated in the contract.

## 13. Taxes, Duties

13.1 Supplier shall be entirely responsible for all taxes, duties, levies etc. incurred until delivery of the contracted goods to the purchaser. Only statutory variations on finished product/work if stipulated in Contract shall be allowed to the extent of actual payment by the Supplier.

## 14. Terms and Mode of Payment

### 14.1 Payment Terms

Payment shall be made subject to recoveries, if any, by way of liquidated damages or any other charges as per terms & conditions of contract in the following manner:

#### A) Payment for Domestic Goods or Goods of Foreign Origin located in India.

Payment shall be made in Indian Rupees as specified in the contract in the following manner:

Hundred percentage (100%) payment of the contract price subject to recoveries / liquidated damages/shortages etc., if any, shall be paid on receipt of goods/completion of work in good condition and upon submission of the following documents:

- i) Supplier's invoice showing contract number, goods description, quantity, unit price and total amount;
- ii) Packing list identifying contents of each package;

#### ii) Payment for Imported Goods on DDP terms:

<Not applicable>

### 14.2 Payment for Annual Maintenance Contract Charges:

<Not applicable>

## 15. Delay in the supplier's performance.

15.1 The supplier shall deliver/execute the goods/works and perform the services under the contract within the time schedule specified by the Purchaser as incorporated in the contract.

15.2 In cases where Delivery Period/work commencement period is linked with date of opening of Letter of Credit, and in case the Letter of Credit is amended to make Letter

of Credit as per contract, then in such cases the Delivery Period/work commencement period will be calculated from the date of amendment of Letter of Credit.

15.3 Subject to the provision of Force Majeure under GCC clause 19, any unexcused delay by the supplier in maintaining its contractual obligations towards delivery of goods/execution of work and performance of services shall render the supplier liable to any or all of the following sanctions:

- i. Imposition of Liquidated Damages,
- ii. Forfeiture of its Performance Security and
- iii. Termination of the Contract for default.

15.4 If at any time during the currency of the contract, the supplier encounters conditions hindering timely delivery of the goods and performance of services, the supplier shall promptly inform the Purchaser in writing about the same and its likely duration and make a request to the Purchaser for extension of the delivery schedule accordingly. On receiving the supplier's communication, the Purchaser shall examine the situation as soon as possible and, at its discretion, may agree to extend the delivery schedule, with or without liquidated damages for completion of supplier's contractual obligations by issuing an amendment to the contract.

15.5 When the period of delivery is extended by the supplier, the amendment letter extending the delivery period shall, inter alia contain the following conditions:

- (a) The Purchaser shall recover from the supplier, under the provisions of the clause 16 of the General Conditions of Contract, liquidated damages on the goods and services, which the Supplier has failed to deliver/execute the work within the delivery period / time limit stipulated in the contract.
- (b) That no increase in price on account of any ground, whatsoever, including any stipulation in the contract for increase in price on any other ground and, also including statutory increase in or fresh imposition of customs duty, excise duty, GST, Service Tax and Works Contract Tax or on account of any other tax or duty which may be levied in respect of the goods and services specified in the contract, which takes place after the date of delivery stipulated in the contract shall be admissible on such of the said goods and services as are delivered and performed after the date of the delivery stipulated in the contract.
- (c) But nevertheless, the Purchaser shall be entitled to the benefit of any decrease in price on account of reduction in or remission of customs duty, excise duty, GST, Service Tax and Works Contract Tax or any other duty or tax or levy or on account of any other grounds, which takes place after the expiry of the date of completion of work stipulated in the contract.

15.6 The supplier shall not despatch the goods/materials/execute the work after expiry of the work completion period. The supplier is required to apply to the Purchaser for extension of delivery period/work commencement date/work duration and obtain the same before dispatch/commencement of work. In case the supplier dispatches the goods/commences the work without obtaining an extension, it would be doing so at its own risk and no claim for payment for such supply and / or any other expense related to such supply shall lie against the purchaser.

## **16. Liquidated damages**

Subject to the provision of Force Majeure under GCC clause 19, if the supplier fails to deliver/execute any or all of the goods/works or fails to perform the services within the time frame(s) incorporated in the contract, the Purchaser shall, without prejudice

to other rights and remedies available to the Purchaser under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 0.5% per week of delay or part thereof on delayed supply of goods and/or services until actual delivery or performance subject to a maximum of 10% of the contract price.

#### **17. Termination for default**

- 17.1 The purchaser, without prejudice to any other contractual rights and remedies available to it (the purchaser), may, by written notice of default sent to the supplier, terminate the contract in whole or in part, if the supplier fails to deliver/execute any or all of the goods/works or fails to perform any other contractual obligation(s) within the time period specified in the contract, or within any extension thereof granted by the Purchaser pursuant to GCC sub-clauses 15.3 and 15.4.
- 17.2 Unless otherwise instructed by the purchaser, the supplier shall continue to perform the contract to the extent not terminated.

#### **18. Termination for insolvency**

If the supplier becomes bankrupt or otherwise insolvent, the Purchaser reserves the right to terminate the contract at any time, by serving written notice to the supplier without any compensation, whatsoever, to the supplier, subject to further condition that such termination will not prejudice or affect the rights and remedies which have accrued and / or will accrue thereafter to the purchaser.

#### **19. Force Majeure**

- 19.1 Notwithstanding the provisions contained in GCC clauses 16, 17 and 18, the supplier shall not be liable for imposition of any such sanction so long the delay and/or failure of the supplier in fulfilling its obligations under the contract is the result of an event of Force Majeure.
- 19.2 For purposes of this clause, Force Majeure means an event beyond the control of the supplier and not involving the supplier's fault or negligence and which is not foreseeable and not brought about at the instance of , the party claiming to be affected by such event and which has caused the non – performance or delay in performance. Such events may include, but are not restricted to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees , lockouts excluding by its management, and freight embargoes.
- 19.3 If a Force Majeure situation arises, the supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof within twenty one days of occurrence of such event. Unless otherwise directed by the Purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 19.4 If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side.



- 19.5 In case due to a Force Majeure event the Purchaser is unable to fulfill its contractual commitment and responsibility, the purchaser will notify the supplier accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.

**20. Termination for convenience**

- 20.1 The Purchaser reserves the right to terminate the contract, in whole or in part for its (purchaser's) convenience, by serving written notice on the supplier at any time during the currency of the contract. The notice shall specify that the termination is for the convenience of the purchaser. The notice shall also indicate interalia, the extent to which the supplier's performance under the contract is terminated, and the date with effect from which such termination will become effective.
- 20.2 The goods and services which are complete and ready in terms of the contract for delivery/execution of work and performance within thirty days after the supplier's receipt of the notice of termination shall be accepted by the Purchaser following the contract terms, conditions and prices. For the remaining goods and services, the Purchaser may decide:
- a. To get any portion of the balance completed and delivered at the contract terms, conditions and prices; and / or
  - b. To cancel the remaining portion of the goods and services.

**21. Fall Clause**

- a. The Supplier undertakes that he has not supplied/is not supplying similar products/system/materials/particulars or sub-systems to any department of Govt. of India i.e. Central Government/ State Government, Statutory Undertakings of Central/ State Governments/Local Bodies etc. and as well as to private purchaser, domestic or foreign at a price lower than that offered in the present bid.
- b. If it is found at any stage that similar product/systems/materials/particulars or sub systems was supplied by the Supplier to any of the above Organizations as well as to private purchaser, domestic or foreign, at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the Supplier to the Purchaser, if the contract has already been concluded and in case of running contract such differential price shall be adjusted from the invoice/or any amount due to the supplier.

**22. with holding and lien in respect of sums claimed**

Whenever any claim or claims for payment of a sum of money arises out of or under the contract against the Contractor, the Purchaser shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from the security, if any, deposited by the Contractor and for the purpose aforesaid, the Purchaser shall be entitled to withhold the said cash security deposit or the security, if any, furnished as the case may be and also have a lien over the same pending finalization or adjudication of any such claim. In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the Contractor, the Purchaser shall be entitled to withhold and have lien to retain to the extent of the such claimed amount or amounts referred to supra, from any sum or sums found payable or which at any time thereafter may become payable to the Supplier under the same contract or any other contract with the Purchaser or the Government,

pending finalization or adjudication of any such claim and that The Contractor shall have no claim for interest or damages whatsoever on this account or on any other ground in respect of any sum of money withheld or retained under this clause and duly notified as such to the Contractor.

### **23. Resolution of disputes**

- 23.1 If dispute or difference of any kind shall arise between the Purchaser and the supplier in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.
- 23.2 If the parties fail to resolve their dispute or difference by such mutual consultation within twenty-one days of its occurrence, then, either the Purchaser or the supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided the applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 of India. In the case of a dispute or difference arising between the Purchaser/ Purchaser and a Supplier relating to any matter arising out of or connected with the contract, such dispute or difference shall be referred to the sole arbitration, appointed to be the arbitrator by the Director General (Sports Authority of India). The award of the arbitrator will be final and binding on the parties to the Contract.
- 23.3 Venue of Arbitration: The venue of arbitration shall be the place from where the contract has been issued, i.e., Thiruvananthapuram, Kerala, India.
- 23.4 The courts of Thiruvananthapuram will have the exclusive jurisdiction to try the disputes.

### **24. Applicable Law**

The contract shall be governed by and interpreted in accordance with the laws of India for the time being in force.

#### **Non-Assignment**

The supplier shall not assign and/or transfer any of its right and obligations under this Agreement without the written consent of the purchaser.

Notices-

Any notices shall be served on following Address:

Purchaser- **THE PRINCIPAL**

**SAI LNCPE, THIRUVANANTHAPURAM**

Supplier-

**SECTION – VII**

**(A) CONTRACT AGREEMENT FORM**

Contract No \_\_\_\_\_

Dated \_\_\_\_\_

**This is in continuation to this office’s Notification of Award**

**No \_\_\_\_\_ dated \_\_\_\_\_, the following documents shall be the integral part of this contract.**

1. Name & address of the Supplier: \_\_\_\_\_
2. Purchaser’s Bidding Document No \_\_\_\_\_ dated \_\_\_\_\_  
and subsequent Amendment No \_\_\_\_\_, dated \_\_\_\_\_ (if any), issued by the purchaser, duly signed with seal by supplier shall form the part of the agreement.
1. Contractor’s Bid No \_\_\_\_\_ dated \_\_\_\_\_ and subsequent communication(s) No \_\_\_\_\_ dated \_\_\_\_\_ (if any), exchanged between the supplier and the Purchaser in connection with this Bid.
2. In addition, the following specific documents which are included in the documents mentioned under paragraphs 2 and 3 above, shall also be deemed to form and be read and construed as integral part of this contract:
  - a. General Conditions of Contract;
  - b. Schedule of Requirements;
  - c. Technical Specifications;
  - d. Bid Form furnished by the supplier;
  - e. Price Schedule(s) furnished by the supplier in its Bid;
  - f. Manufacturers’ Authorisation Form (if applicable for this Bid);
  - g. Purchaser’s Notification of Award

3. Some terms, conditions, stipulations etc. out of the above-referred documents are reproduced below for ready reference:

**i. Brief particulars of the goods and services which shall be supplied/ provided by the supplier are as under:**

Schedule No.	Brief description of Work	Accounting unit	Unit Price	Quantity to be supplied	Total price	Terms of delivery

Any other additional services (if applicable) and cost thereof: \_\_\_\_\_

Total value (in figures) \_\_\_\_\_ (In words) \_\_\_\_\_

- ii. Delivery schedule:
- iii. Details of Performance Security:
- iv. Consignee:
- v. Warranty Period:
- vi. Payment terms:

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**PRINCIPAL LNCPE & DIRECTOR SAI LNCPE REGION, THIRUVANANTHAPURAM**  
**PRINCIPAL**  
**SAI LNCPE, THIRUVANANTHAPURAM**

**For and on behalf of \_\_\_\_\_**

**Sports Authority of India**

Received and accepted this contract

---

*[Signature with date, name and designation]* for and on behalf of  
Messrs \_\_\_\_\_

*[Name & address of the manufacturers]*

(Seal of the supplier)

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

Place: \_\_\_\_\_

**Section - VII**

**SCHEDULE OF QUANTITIES**

SPORTS AUTHORITY OF INDIA LAKSHMIBAI NATIONAL COLLEGE OF PHYSICAL EDUCATION THIRUVANANTHAPURAM						
Bid Reference No - LNCPE/ Infra/Alum. Part./Admin. Block/2021						
<b><u>SCHEDULE OF QUANTITIES</u></b>						
<b>Name of work: Aluminium Partition works in Administrative Block at SAI-LNCPE, Karyavattom, Trivandrum, Kerala.</b>						
Sl. No.	DSR Item No.	Description of Item	Quantity	Unit	Rate (in Rs.)	Amount (in Rs.)
1	2	3	4	5	6	7
<b>CIVIL WORKS</b>						
1.	29.1.1.2	Providing and fixing aluminium work for doors, windows, ventilators and partitions with extruded built up standard tubular sections/ appropriate Z sections and other sections of approved make conforming to IS: 733 and IS: 1285, fixing with dash fasteners of required dia and size, including necessary filling up the gaps at junctions, i.e. at top, bottom and sides with required EPDM rubber/ neoprene gasket etc. Aluminium sections shall be smooth, rust free, straight, mitred and jointed mechanically wherever required including cleat angle, Aluminium snap beading for glazing / paneling, C.P. brass / stainless steel screws, all complete as per architectural drawings and the directions of Engineer-in-charge.(Glazing, paneling and dash fasteners to be paid for separately) : For fixed portion Powder coated aluminium (minimum thickness of powder coating 50 micron).	2132.33	KG		
2.	29.1.2.2	For shutters of doors, windows & ventilators including providing and fixing hinges/ pivots and making provision for fixing of fittings wherever required including the cost of EPDM rubber / neoprene gasket required (Fittings shall be paid for separately) Powder coated aluminium (minimum thickness of powder coating 50 micron)	187.47	KG		

3.	21.2.1	Providing and fixing 12 mm thick pre-laminated particle board flat pressed three layer or graded wood particle board conforming to IS: 12823 Grade I Type II, in panelling fixed in aluminum doors, windows shutters and partition frames with C.P. brass / stainless steel screws etc. complete as per architectural drawings and directions of engineer in-charge. Pre-laminated particle board with decorative lamination on one side and balancing lamination on other side	156.87	SQM		
4.	21.3.1	Providing and fixing glazing in aluminium door, window, ventilator shutters and partitions etc. with EPDM rubber / neoprene gasket etc. complete as per the architectural drawings and the directions of engineer-in-charge . (Cost of aluminium snap beading shall be paid in basic item): With float glass panes of 4.0 mm thickness (weight not less than 10kg/sqm)	210.92	SQM		
5.	21.18	Providing and fixing Brass 100mm mortice latch and lock with 6 levers without pair of handles (best make of approved quality) for aluminium doors including necessary cutting and making good etc. complete.	09	EACH		
6.	21.12.2	Providing and fixing aluminium tubular handle bar 32 mm outer dia, 3.0 mm thick & 2100 mm long with SS screws etc .complete as per direction of Engineer-in-Charge. Powder coated minimum thickness 50 micron aluminium tubular handle bar	18	EACH		
7.	9.83	Providing and fixing aluminium die cast body tubular type universal hydraulic door closer (having brand logo with ISI, IS : 3564, embossed on the body, door weight upto 35 kg and door width upto 700 mm), with necessary accessories and screws etc. complete.	09	EACH		

8.	9.101.2	Providing and fixing aluminium hanging floor door stopper, ISI marked, anodised (anodic coating not less than grade AC 10 as per IS : 1868) transparent or dyed to required colour and shade, with necessary screws etc. complete. Twin rubber stopper	09	EACH		
9.	9.96.1	Providing and fixing aluminium sliding door bolts, ISI marked anodised (anodic coating not less than grade AC 10 as per IS : 1868), transparent or dyed to required colour or shade, with nuts and screws etc. complete : 300x16 mm	09	EACH		
10.	9.95.2	Providing and fixing ISI marked aluminium butt hinges anodised (anodic coating not less than grade AC 10 as per IS: 1868) transparent or dyed to required colour or shade with necessary screws etc. complete: 125x63x4 mm	36	EACH		
11.	15.3	Demolishing R.C.C. work manually/ by mechanical means including stacking of steel bars and disposal of unserviceable material within 50 metres lead as per direction of Engineer - in- charge.	2.55	CUM		
12.	13.2.1	15 mm cement plaster on the rough side of single or half brick wall of mix : 1:4 (1 cement: 4 fine sand)	23.4	SQM		
13.	13.48A.1	Finishing walls with 100% Premium acrylic emulsion paint having VOC less than 50 gm/litre and UV resistance as per IS 15489:2004, Alkali & fungal resistance, dirt resistance exterior paint of required shade (Company Depot Tinted) with silicon additives. New work (Two or more coats applied @ 1.43 litre/ 10 sqm. Over and including priming coat of exterior primer applied @ 0.90 litre/10 sqm.	23.4	SQM		



<b>ELECTRICAL WORKS</b>						
14.	1.1.2	Wiring for light point/ fan point/ exhaust fan point/ call bell point with 1.5 sq.mm FRLS PVC insulated copper conductor single core cable in surface / recessed steel conduit, with piano type switch, phenolic laminated sheet, suitable size MS box and earthing the point with 1.5 sq.mm FRLS PVC insulated copper conductor single core cable etc. as required. Group B	162	EACH		
15.	1.15.2	Rewiring for light point/ fan point/ exhaust fan point/ call bell point with 1.5 sq.mm FRLS PVC insulated copper conductor single core cable and 1.5 sq.mm FRLS PVC insulated copper conductor single core cable as earth wire in existing surface/ recessed steel/PVC conduit including dismantling as required. Group B	30	METRE		
16.		Supplying and fixing of following sizes of medium class PVC conduit along with accessories in surface/recess including cutting the wall and making good the same in case of recessed conduit as required.				
	1.21.1	20 mm	420	METRE		
	1.21.3	32mm	120	METRE		
17.	1.22.9	Supplying and fixing metal box of following sizes (nominal size) on surface or in recess with suitable size of phenolic laminated sheet cover in front including painting etc. as required. 200 mm X 250 mm X 60 mm deep	38	EACH		
18.		Supplying and fixing following piano type switch/ socket on the existing switch box/ cover including connections etc. as required.				
	1.23.1	5/6 amps switch	152	EACH		
	1.23.4	3 pin 5/6 A socket outlet	152	EACH		

19.	1.3	Supplying and fixing metal box of 180mm X 100mm X 60mm deep (nominal size) on surface or in recess with suitable size of phenolic laminated sheet cover in front including providing and fixing 6 pin 5/6 & 15/16 A socket outlet and 15/16 A piano type switch, connections, painting etc. as required.	07	EACH		
20.	NSR/MR	Supplying, installation, testing & commissioning of 400mm wall fan including fixing, charges etc. complete	03	EACH		
<b>Total</b>						

**(Rupees in Words):** - .....

NB: The rate quoted shall be inclusive of GST & other taxes and charges payable.

**Signature of the Contractor with date and seal**