



Tender No. SAI/NRC/ADMN./NIT-150121/2020-21

## **SPORTS AUTHORITY OF INDIA**

### **E- TENDER DOCUMENT**

**REPAIR/RENOVATION OF ADMINISTRATIVE BUILDING EXTERIOR AT  
SAI NORTHERN REGIONAL CENTRE, JOSHI CHAUHAN, G.T. ROAD,  
BHALGARH, SONEPAT- 131021**

Last date of Submission : - 08 /02/2021

#### **ISSUED BY**

Administrative Office  
SPORTS AUTHORITY OF INDIA  
Northern Regional Centre,  
Joshi Chauhan, G.T. Road,  
Bhalgarh, Sonapat- 131021  
**Phone-0130-2981562**

**Email-saisonepat@gmail.com**

## **TABLE OF CONTENTS**

1. NOTICE INVITING E- TENDER
2. INSTRUCTIONS TO TENDERERS
3. TECHNICAL BID FORM
4. TENDER ACCEPTANCE LETTER
5. ARTICLES OF AGREEMENT
6. GENERAL CONDITION OF CONTRACT
7. SPECIAL CONDITION OF CONTRACT
8. ADDITIONAL CONDITION OF CONTRACT
9. Bid FORMS
  - a) PERFORMA OF BANK GUARANTEE IN LIEU OF SECURITY DEPOSIT
  - b) BID SECURITY
  - c) NEFT MANDATE FORM
  - d) LETTER OF AUTHORISATION FOR ATTENDING BID OPENING MEETING
10. BOQ

## NOTICE INVITING e-TENDER

**Tender No. SAI/NRC/ADMN./NIT-150121/2020-21**

**Name of the work: - Repair/renovation of Administrative building exterior at SAI NRC Sonapat.**

Interested Firm / Individuals satisfying the Prequalification Criteria as mentioned in Technical Bid should apply in the formats available at SAI website- [www.sportsauthorityofindia.nic.in](http://www.sportsauthorityofindia.nic.in) & CPP Portal of Govt. of India <http://eprocure.gov.in/eprocure/app>. up to **1800hrs** on **08/02/2021**.

Bidders may download the document from the website-[www.sportsauthorityofindia.nic.in](http://www.sportsauthorityofindia.nic.in) & CPP Portal of Govt. of India i.e. <http://eprocure.gov.in/eprocure/app>. Bidders may ensure to upload their proposals, on CPP Portal <http://eprocure.gov.in/eprocure/app> complete in all respect, on or before the closing date and time as indicated in the critical data sheet given below.

Bidders shall not tamper / modify the document in any manner. In case the same is found to be tempered in any manner tender will be rejected completely.

### **CRITICAL DATA SHEET**

Tender document number	<b>SAI /NRC/ADMN./ NIT- 150121/2020-21</b>
Estimated Cost of Work (Rs.)	Rs. 10,00,000.00 (Rupees Ten Lakh Only)
Completion Time	30 Days
e-Tender Participation fees (Non-Refundable )	<b>Rs 1,000/-</b> (in the shape of Demand Draft favouring RD SAI, NRC, Sonapat)
Earnest Money	<b>Rs. 20,000.00</b> (in the shape of Demand Draft favouring RD SAI, NRC, Sonapat)
Publish Date	18.01.2021
NIQ Download	18.01.2021
Submission Start Date and Time	18.01.2021
Bid Submission at	<a href="http://eprocure.gov.in/eprocure/app">http://eprocure.gov.in/eprocure/app</a> .
Proposal / Bid Submission End Date and Time	08.02.2021 By 18:00 hrs
Technical Bid Opening Date and Time	09.02.2021 at 11:30 hrs
Address for submission of hard copy of Design presentation, EMD & Participation fees and venue for opening of bids.	Administrative Office, SAI, Northern Regional Centre, Joshi Chauhan, GT Road, Bhalgarh, Sonapat-131021
Contact detail	Phone-0130-2981562 Email-saisonepat@gmail.com
Initial security deposit	The amount of ISD shall be 2% of the accepted value of the tender including EMD. payable in form of Demand Draft / Pay Order favouring RD SAI, NRC, Sonapat, payable at Delhi Or Bank Guarantee from scheduled bank in favour of SAI

Date of commencement	Within 7th Calendar day from the date of Issue of work order
Time for completion of work	As per time schedule given in tender document i.e. 1 month.
Total Security Deposit / Retention Money	5% of Contract amount
Defect Liability Period	365 days (twelve months) from the date of virtual completion of the work.
Period of Final Measurement	1 Month
Liquidated damages	At the rate of 0.5% of the Contract Value per week which subject to a maximum of 5% of the accepted Contract Value.
Payment after virtual completion	Payment will be done after completion of work. Total 50% of total security deposit will be returned after (i) issue of virtual completion certificate by the project architect. (ii) contractor's removal of his material, equipments, cleaning of site and against Bank Guarantee. Balance 50% of retention money shall be released 14 days after satisfactory completion of defect liability period.
Recovery towards taxes.	As per rules applicable from time to time.
Rates	Rates shall be fixed during the contract & extension period and no price variation is entertained.

Place: Sonapat

RD SAI NRC Sonapat

# INSTRUCTIONS TO TENDERERS

## PRE QUALIFICATION CRITERIA

### TECHNICAL CRITERIA

The bidder should have in the last Five years ending 31<sup>st</sup> December 2020 successfully completed as a prime contractor at least one similar work of value not less than 80%

OR Two similar work each of value not less than 50%

OR Three similar works each of value not less than 40% the estimated costs mentioned.

**The Term similar work means building repairing/renovation works.**

### FINANCIAL CRITERIA

Average financial turnover of bidder during the last five years, ending 31.03.2020, should be at least 100% of the estimated cost. Audited Balance Sheet, Profit & Loss account for the last Five consecutive financial years should be submitted along with the bid.

### MODE OF SUBMISSION OF TENDER

Sealed Item rates Tender under Two Bid Systems containing two Sealed covers of technical bid and financial/price bid should be submitted online. In addition to the online submission EMD & Participation fee shall be submitted in Hard copy. Conditional tender shall not be accepted.

EMD and Participation Fee shall be submitted in physical form / hard copy at **Administrative Office, SAI, Northern Regional Centre, Joshi Chauhan, GT Road, Bhalgarh, Sonapat-131021** before the opening of the Technical Bid i.e. **1100hrs on 08/02/2021** failing which the tender shall be summarily rejected.

### OPENING OF FINANCIAL BIDS/PRICE BIDS

1. Exact date and time shall be communicated through official E- mail address given in the bid document to the qualified bidders.
2. Conditional bids would be summarily rejected.
3. In case no bid or single bid is received, or any other reason whatsoever, SAI may at its sole discretion to cancel the whole tendering process or extend the last date and time of submission of the bid.
4. Any separately submitted discount letter on the financial price shall not be considered by SAI and shall be a ground for disqualification. Evaluation of financial bid shall be considered only on the quoted price in the financial bid submitted by the bidders.

## **INSTRUCTIONS FOR ONLINE BID SUBMISSION:**

This tender document has been published on the Central Public Procurement Portal (URL: <http://eprocure.gov.in>). The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal. More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

### **REGISTRATION**

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

### **SEARCHING FOR TENDER DOCUMENTS**

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organization name, location, date, value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / email in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

### **PREPARATION OF BIDS**

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF /

XLS / RAR / DWF formats. Bid documents may be scanned with 100 dpi with black and white option.

- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

**Note:** SAI in no way shall be responsible if the bidder fails to apply due to non-possession of Digital Signature & non registration.

**General information for the Vendors / Agencies for their prequalification to carry out the above mentioned works on turnkey basis**

1. The contractor should quote in the Rate and Amount column of the given price bid document only. However, if a discrepancy is found, the rate which correspond with the amount worked out by the contractor shall unless otherwise proved, be taken as correct. If the amount of an item is not worked out by the contractor or it does not correspond with the rate written either in figure or in words then the rate quoted by the contractor in words shall be taken as correct. Where the rates quoted by the contractor in figures and in words tally but the amount is not worked out correctly, the rate quoted by the contractor will be taken as correct and not the amount.
2. Contractor must ensure to quote rate of each item. If no rate is quoted by the bidder, rate of such item shall **be treated as "0" (ZERO)**.
3. Eligible firm coating the lowest price will be selected.
4. Intending contractors / vendors are requested to read carefully before filling the particulars in the Performa.
5. The Technical bids should be accompanied with Pay Order / Demand Draft as EMD amounting **Rs. 2,0,000/-** (Refundable) and participation fees amounting to **Rs. 1,000/- (Non Refundable)** in favor of **RD, SAI, NRC Sonepat payable at Sonepat**. Both the Pay Order / Demand Draft should be submitted separately in a sealed envelope along with Technical Bid.
6. Information / details furnished by selected party, if found to be false / incomplete at any time in future or any information effecting prequalification is willingly / unwillingly withheld, if come to the notice of the SAI at any point of time, the company's prequalification will be cancelled immediately.
7. Where copies are required to be furnished, these should be self-certified copies.
8. The bidder should have local office in New Delhi or within NCR of Delhi.
9. The cutoff date for calculation of past period for completion of projects shall be 31<sup>st</sup> December 2020.
10. All pages of the tender document i.e. Pre-qualification criteria, Technical bid, Price Bid should be signed and stamped by bidder.
11. Contractor shall appoint technically qualified full time site supervisor to monitoring the day to day progress of work at site on their own cost.
12. Contact 0130-2981562 for site visit / any query regarding tender.

**TECHNICAL BID FORM**

- 1 Name of the firm :  
Address :  
Telephone No. :  
Office :  
Residence :  
Mobile No :  
Fax No. :  
E-Mail :
- 2 a) Whether Proprietorship/Partnership/Pvt. Ltd./  
Public Ltd. Co. :  
b) Names of the Proprietor, Partners, Directors :  
i) :  
ii) :  
iii) :  
c) Year of Establishment :
- 3 Registration with Registrar of Companies (No. &  
Date) (For Corporation only) :
- 4 Registration with Tax Authorities  
i) Income-Tax (PAN) No. :  
ii) GST No. :  
(Furnish copies of Income-Tax, GST certificate)
- 5 Names of the Bankers with address :
- 6 Give details if at present involved in Litigation in similar type of contracts.

Sr. No.	Name of Project	Name of Employer	Nature of work	Work order dated	Date of completion of work	Value Rs.

- 7 Details of civil suit, if any that arose during  
Execution of contract in the past 10 years :
- 8 Specify maximum value of single value project  
Executed during the last Five years :
- 9 Name and relation, if any, with the staff member  
Of Sports Authority of India :
- 10 Details of work executed during the last 5 years (Please mention the qualifying works  
as per criteria)

Type of work	Work executed for (name of the Institution / Body)	Nature of work (in brief)	Location	Value Rs.	Duration of work with dates of Completion		If work left incomplete or terminated (give reasons)
					Commence - ment	Completi on	

**Note: Copies of work orders along with satisfactory completion certificate mentioning value of completed work of Govt., Semi-Govt. Bodies, duly signed & seal of the client should be enclosed.**

- 11 Details of work in hand (Photo copies of performance certificate, work orders issued by clients, **Preferably Govt., Semi-Govt. Bodies should be attached**).

Type of work	Work executed for (name of the Institution / Body)	Nature of work (in brief)	Location	Value Rs.	Duration of work, stipulated time	Present stage of work

- 13 Annual Turnover in last 5 years:

Sr. No.	Year	Turnover (Rs. in Lakh)	Income-tax paid

**Note: Furnish copies of audited balance sheet and Profit & Loss A/C. for the last 3 years 2017-18, 2018-19, 2019-20.**

- 14 Details of the work confirming to eligibility as per criteria details must be furnished in the column along with enclosing Xerox copies of documents / credentials to prove the claim failing which application will be rejected out rightly.

Name of the Client	Details of the work	Work Order No.	Satisfactory completion certificate	Value of work

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**18. LIST OF ENCLOSURES:**

ANNEXURE NO.	PARTICULARS	TICK IF ENCLOSED
I	Certificate of registration of Company / partnership deed.	
II	Certificates of registration with Income Tax, GST, EPF, and ESI.	
III	Audited Balance Sheet & Profit & Loss A/c. Statement for last five years.	
V	Copies of work orders along with xerox copies of relevant TDS certificate, <b>satisfactory completion certificate mentioning value of work issued by Govt., Semi-Govt. Bodies.</b>	
VI	Copies of performance certificate, work orders issued by Govt., Semi-Govt. Bodies.	
VII	Copies of Income-Tax Returns / Assessment Orders for previous 05 years.	

**Note :- In absence of any of the above enclosures, the application is liable to be rejected.**

**DECLARATION**

- I / We have read the instructions appended to the Performa and I / We understand that if any false information is detected even at a later date, any future contract made between ourselves and SAI, on the basis of the information given by me / us can be treated as invalid by the SAI and I / We will be solely responsible for the consequences.
- I / We agree that the decision of SAI in selection of contractors will be final and binding on me / us.
- All the information furnished by me/ us hereunder is correct to the best of my knowledge and belief.
- I / We agree that I / we have no objection if enquiries are made about the work listed by me / us in the accompanying sheets.
- I / We agree that I / We have not applied in the name of sister concern for the subject tendering process.

Place :

SIGNATURE

Date :

NAME & DESIGNATION

SEAL OF ORGANISATION

**TENDER ACCEPTANCE LETTER**  
(To be given on Company Letter Head)

**To,**  
**Regional Director**  
**Sports authority of India,**  
**Northern Regional Centre,**  
**Joshi Chauhan, GT Road,**  
**Bhalgarh, Sonapat-131021**

**Sub:- Acceptance of Terms & Conditions of Tender.**  
**Tender No:- SAI/NRC/Admn./NIT-150121/2020-21**

**Name of Tender / Work: - REPAIR/RENOVATION OF ADMINISTRATIVE BUILDING EXTERIOR AT SAI, NORTHERN REGIONAL CENTRE, JOSHI CHAUHAN, GT ROAD, BHALGARH, SONEPAT-131021**

Dear Sir,

1. I / We have downloaded / obtained the tender document(s) for the above mentioned 'Tender / Work' from the website(s) namely: <https://eprocure.gov.in/eprocure/app> as per your advertisement, given in the above mentioned website(s).
2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by your department / organization too has also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.
5. In case any provisions of this tender are found violated, then your department / organisation shall without prejudice to any other right or remedy be at liberty to reject this tender / bid including the forfeiture of the full said earnest money deposit absolutely.
6. I / We agree to abide by this tender for a period of 90 days from the date of opening of the financial bid. I / we also agree to pay the ISD as specified in the Tender.
7. Sports Authority of India shall also be at liberty to cancel the Work Order of tender if I / We fail to execute an agreement or to start the work as stipulated in the tender documents or fail to deposit the amount of initial security deposit as specified in the memorandum.
8. I / We agree that the Sports Authority of India reserves the right to accept the tender in whole or in part or split the works under separate contracts or accept or reject any or all the tenders without assigning any reason whatsoever thereof.
9. I / We are aware that the quantities mentioned in the tenders are indicative and the same can be increased or decreased depending on the requirement of the Institute and as per the site conditions. I / we will not seek compensation for the same and execute the additional quantities at the tender rates.

Yours Faithfully,  
(Signature of the Bidder, with Official Seal)

## **ARTICLES OF AGREEMENT**

(On stamp paper of Rs.100/-)

ARTICLE OF AGREEMENT made this .....day of Two Thousand Twenty One BETWEEN the Sports Authority of India, a company having its Corporate Office at Northern Regional Centre, Joshi Chauhan, GT Road, Bhalgarh, Sonapat-131021 hereinafter called "Employer" (which expression shall include its successors and assigns wherever the context or meaning shall so require or permit, of the one part and ..... (hereinafter called the "Contractor") (which expression shall include its successors and assigns wherever the context or meaning shall so require or permit) of the other part.

WHEREAS the Employer is desirous of carryout repair/renovation of Administrative building exterior at SAI, Northern Regional Centre, Joshi Chauhan, GT Road, Bhalgarh, Sonapat-131021 which have been signed on behalf of the parties hereto.

AND WHEREAS the Contractor has agreed to execute the aforesaid work on the terms and conditions as stated in tender documents, general and special conditions of contract and has also agreed to submit to the Employer the performance guarantee required to be paid on the date of signing of the agreement, in accordance with the Tender (part & parcel of the present agreement, as attached herewith).

### **NOW IT IS HEREBY AGREED AS FOLLOWS:**

1. In consideration of the said Contract Value to be paid at the times and in the manner set forth in the said terms & conditions; the contractor shall upon and subject to the said terms & conditions execute and complete the works described in the specifications and/or bill of quantities.
2. The Employer shall pay the contractor The Said Contract Value or such other sum as shall become payable at times and in the manner specified in the said terms & conditions.
3. The said terms & conditions and Appendices thereto shall be read and construed as forming part of this Agreement and the parties hereto shall respectively abide by submit themselves to the said terms & conditions and perform the agreements on their part respectively in the said terms & conditions contained.
4. The contract shall afford every reasonable facility for the carrying out of all works relating to the work in the manner laid down in the said conditions, and shall make good any damages done to walls, floors, etc. after the completion of such works.
6. The Employer reserves to itself the right of altering the Drawings and nature of the work by adding to or omitting any items of work or having portions of the same carried out without prejudice to this Contract.
8. All payments by the Employer under this contract will be made only by NEFT/RTGS/ Net banking.
9. All disputes arising out of or in any connected with this agreement shall be deemed to have arisen at New Delhi and only court in New Delhi shall have jurisdiction to determine the same.
10. That the several parts of this Contract have been read by the Contractor and fully understood by the Contractor. The Contractor shall not be entitled for the payment for the quantities beyond the tendered quantities unless ordered for by specific written instructions from the Architect / Engineer.

IN WITNESS WHEREOF THE Employer through its authorized officials and the Contractor have set their respective hands to these presents and two duplicates hereof the day and year first hereinabove written. (If the contractor is a partnership or an individual).

IN WITNESS WHEREOF the Employer has set its hand to these presents through its duly authorized official and the Contractor has caused its common seal of to be affixed hereunto and the said two duplicates/has caused these presents and the said two duplicates hereof to be executed on its behalf, the day and year first hereinabove written (If the Contractor is a company).

Signature Clause

SIGNED AND DELIVERED by the Sports Authority of India by the hand of

Shri\_\_\_\_\_

(Name and Designation)

\_\_\_\_\_

In the presence of

(1)\_\_\_\_\_

Address\_\_\_\_\_

(2)\_\_\_\_\_

Address\_\_\_\_\_

Witness

SIGNED AND DELIVERED BY

\_\_\_\_\_

in the presence of

(1) \_\_\_\_\_

Address \_\_\_\_\_

(2) \_\_\_\_\_

Address \_\_\_\_\_

Witness

THE COMMON SEAL OF \_\_\_\_\_

Was hereunto affixed pursuant to the resolutions passed by its Board of Directors at the meeting held on \_\_\_\_\_ in the presence of

(1) \_\_\_\_\_

(2) \_\_\_\_\_

If the party is a partnership firm should be signed by all or an authorized person on behalf of all partners.

Directors who have signed these  
presence in token thereof in the  
presence of

(1)

---

(2)

---

SIGNED AND DELIVERED by  
the contractor by the hand of  
Shri

---

And duly constituted attorney

If the contractor signs under its common seal the  
signature clause should tally with the sealing clause in  
the Articles of Association.

If the Contractor is signing by the hand of power of  
attorney whether a company or individual.

## GENERAL CONDITIONS OF CONTRACT

### 1. Definition and Interpretation:-

**In construing these conditions, the Specifications, Bill of quantities and Contract Agreement etc. the following words shall have the meaning herein assigned to them except where the subject or context otherwise requires.**

**i (a) The Institute:-** The term Institute shall mean Sports Authority of India, a company having its Corporate Office at Northern Regional Centre, Joshi Chauhan, GT Road, Bhalgarh, Sonapat-131021 the employer or their authorized representative to act on their behalf.

**i (b) Engineer:-** Engineer appointed by the Employer for the supervision of the work..

**ii (a) "Contractor" shall mean:-**

a) In the case of a Partnership firm :- -----  
----- and -----trading as partners in the name and style of ---  
----- and having a place of business at --- -----  
----- and shall include the partners for the time being of the said firm and the legal representatives of a deceased partner.

b) In the case of individual Contractor :- Shri \_\_\_\_\_ trading in the name and style of \_\_\_\_\_ and shall include his heirs, successors and legal successors and legal representatives.

c) In the case of Company :- \_\_\_\_\_ a company incorporated under \_\_\_\_\_19\_\_\_\_ and having its registered office at \_\_\_\_\_ and office at \_\_\_\_\_ and shall include its successors and assignee.

iii) The tenderers are advised to read all the instructions, term & conditions, additional & general conditions, contract clauses, nomenclature of items, additional specifications, drawings etc. contained in the tender document carefully and visit the site to see existing site conditions and services & inspect the existing building before quoting the rates & no extra claim shall be entertained by the client.

The Contractors are advised to inspect and examine the site and satisfy themselves with the nature of site, the means of access to the site, the constraints of space for stacking material / machinery, labour etc. constraints put by local regulations, if any, weather conditions at site, general ground / subsoil conditions etc. or any other circumstances which may affect or influence their tenders.

(iv) "Site" shall mean the site of the contract works including any building and erections thereon and any other land (inclusively) as aforesaid allotted by the Employer for the Contractor's use.

(v) "Contract" shall mean the following documents, all duly signed, collective in that order of precedence.

a) Articles of Agreement

b) Letter of acceptance of tender / award of work

c) Special Conditions of Contract

d) General conditions of contract including clarifications / conditions accepted after the Pre-bid Meeting.

e) Specifications

f) Bill of Quantities

- (vi) "Notice in writing" or "written notice" shall mean a notice in written, typed or printed characters sent (unless delivered personally or otherwise proved to have been received) by registered post to the last known private or business address or registered office of the addressee and shall be deemed to have been received when in the ordinary course of post it would have been delivered.
- (vii) "Act of Insolvency" shall mean any Act of Insolvency as defined by the Presidency Towns insolvency Act, or the Provincial Insolvency Act or any Act amending such original.
- viii) "Works" means the permanent works described in the "Scope of Work" and / or to be executed in accordance with the Contract and includes materials, apparatus, equipment, temporary supports, fittings, and things of all kinds to be provided, the obligations of the Contractor hereunder and work to be done by the Contractor under the contract.
- (ix) "Bill of Quantities" means the Schedule and Quantities of items, materials & rates, summaries, etc. as finally accepted.
- (x) "Specification" means the specifications given in these documents including relevant Indian standard specification where so required and where such a specification is not available, the specification approved by the SAI.
- (xi) "Temporary Works" means all temporary works of every kind required in or about the execution, completion or maintenance of the works.
- (xii) "Materials" means the materials, apparatus, equipments, fittings, fixtures and all such other material which are incorporated in the 'work'.
- (xiii) "Virtual Completion of the Works" means the completion of the whole of the works substantially in all respects as evidenced by issuance of a Certificate of Virtual Completion by the SAI in pursuance of Clause 31 & 38 of the General Conditions of Contract.
- xiv) "Period of Maintenance / Defect Liability Period" shall mean the period of 365. (Three hundred sixty five) days calculated from the date of virtual completion of the works as certified by the SAI.
- (xv) "Urgent Works" means any urgent works, which in the opinion of the Employer becomes necessary at the time of execution and / or during the progress of work to obviate any risk of accident or failure or to obviate any risk of damage to the structure or services or required to accelerate the progress of work for which becomes necessary for safety and security or for any other reason, the Employer may find it necessary.
- (xvi) "Market Rate" means the rate as decided by the SAI on the basis of cost of materials at site inclusive of any tax, duty, octroi etc. at the time of execution of work.
- (xvii) "Approved" means approved in writing; "Approval" means approval in writing.
- (xviii) "Month" means calendar month.
- (xix) "Week" means seven consecutive calendar days.
- (xx) "Day" means a calendar day beginning and ending at 00 Hours and 24 hours respectively.
- (xxi) "Contract Value" means the total value of the tender as accepted by the Employer.

(xxii) Interpretations / Marginal Note / Heading / Catch Lines.

The Marginal Notes, Headings and in the catch lines hereto and in the annexures hereto are meant only for convenience of reference and shall not in any way be taken into account in the interpretation of these presents and the annexures hereto. The Contractor will have to carry out and complete the said work in every respect in accordance with this contract.

Words imparting the singular only also include the plural and vice versa where the context requires.

2. **Language(s)**

The language in which the Contract documents shall be drawn up shall be English only.

3. **Scope of Contract**

The Contract comprises the Repair/renovation of Administrative building exterior at SAI NRC Sonapat detailed description as per schedule of quantity.

4. (i) **Work Order / Award**

Before signing of the Contract, the Employer shall issue by registered post or by otherwise depositing at the registered office of the Contractor, Work Order / Award to enter into a Contract with the Contractor for the execution of the works in accordance with the contract. Until a formal contract agreement is prepared and executed, the tender documents & set of drawings together with the relevant correspondence exchanged from receipt of the tender to acceptance and together with the Employer's Work Order / Award shall constitute a binding contract between the parties.

(ii) **Contract Agreement**

On receipt of intimation from the Employer of the acceptance of his / their tender, the successful tenderer shall be bound to implement the contract and within seven days thereof, the successful tenderer shall sign an agreement in accordance with the draft agreement.

iii) **Integrated Programme Chart**

The Contractor shall prepare and submit to the SAI, an integrated programme chart within Ten days of the Work Order. The integrated programme chart submitted by the contractor shall not have any discrepancy with the time of completion in the contract agreement. The contractor shall execute the work according to the programme submitted to and approved by the SAI.

i) The Contractor shall prepare the integrated programme chart for the execution all the BOQ items showing clearly all activities from the start of work to the completion, with details of requirements of materials, man power, equipments and machinery deployment, required for the completion of the work within the stipulated period and submit the same to the SAI within seventh days after the issue of letter for commencement of work. The Contractor shall also submit monthly programme and progress reports and up to date / re-schedule on the 5th day of the every month. These shall be submitted by the contractor through electronic media besides forwarding hard copy of the same.

ii) The integrated programme chart should include the following:

- a. Descriptive note explaining sequence of various activities
- b. BAR CHART.

- c. Programme for procurement / deploying of materials and labour including specialized agencies by the Contractors according to the requirements.
- d. Programme of procurement / deploying of number of machinery / equipments having adequate capacity, commensurate with the quantum of work to be done within the stipulated period, by the Contractor. If at any time it appears to the SAI that the actual progress of the work does not conform to the approved programme referred above, the Contractor shall prepare and submit a revised programme showing the modification of the approved programme to ensure completion of the work within the stipulated time for completion by deploying additional resources as required to adhere to the stipulated time limit. The Contractor shall therefore control the duration of time for the activities falling on the critical path by generating required resources. Nothing extra shall be payable on this account.
- e. The approval by the SAI of such programmes or the furnishing of such particulars shall not absolve or relieve the Contractor of any of his duties or responsibilities under the contract to complete the whole work within the prescribed / stipulated time limit. This is without prejudice to the right of the SAI representative to take action against Contractor as per terms and conditions of the contract agreement.

#### 5. **Disruption of Progress**

The Contractor shall give adequate but not less than 1 weeks time written notice to the SAI whenever planning or progress of the Works is likely to be delayed or disrupted unless any further drawing or order, including a direction, instruction or approval, is required to be issued by the SAI. The notice shall include details of the drawing or order required explaining why and by when it is required and of any delay or disruption likely to be suffered if it is late.

#### 6. **Contractor's General Responsibilities**

The Contractor shall provide at his cost everything necessary for the proper execution of the works according to the intent and meaning of the Drawings, Bill of Quantities and Specifications taken together with whether the same may or may not be particularly shown or described therein provided that the same can reasonably be inferred there from, and if the Contractor finds any discrepancy in the Drawings or between the Drawings, Bill of Quantities and Specifications, he shall immediately and in writing refer the same to the SAI Representative who shall decide which is to be followed after consultation with Architect.

The successful tenderer is bound to carry out any items of work necessary for the completion of the job even though such items are not included in the Bill of Quantities and rates. Instructions in respect of such additional items and their quantities will be issued in writing by the SAI representative with the prior consent in writing of the Employer.

The Contractor must co-operate with the other contractors appointed by the Employer so that the work shall proceed smoothly to the satisfaction of the SAI.

The Contractor must bear in mind that all the work shall be carried out strictly in accordance with the Specifications as given in these documents and also in compliance of the requirements of the local public authorities and to the requirements / satisfaction / direction of the SAI and no deviation on any account will be permitted.

The Contractor shall have to use materials from the makes / manufacturers specified in the list of materials of approved brand and / or manufacture contained in contract documents and as approved by Employer / Architect.

7. **Safety of Site Operations**

The Contractor shall take full responsibility for the safety, stability and adequacy of all site operations and methods of construction including all temporary works, provided that the Contractor shall not be responsible, except as may be expressly provided in the Contract, for the design or specification of the permanent works. The contractor shall maintain safety as per Standard Industrial Safety Code or any other Code approved by the SAI.

8. **Watching & Lighting**

The Contractor shall in connection with the Works provide and maintain at his own cost adequate lights, guards, fencing, warning signs and watch & ward staff when and where necessary or as directed by the SAI or as directed by duly constituted authority for the protection of the works or for the safety and convenience of the public or pilferage of materials from site.

Common facility shall be provided by the main furnishing contractor without any additional cost, which shall also be used by other vender / agencies involved in the project.

9. **Care of Works**

From the commencement to the certified completion of the whole of Works, the contractor shall take full responsibility for the care thereof and of all Temporary Works and in case any damage loss or injury shall happen to the works or to any part thereof or to any Temporary Works from any cause whatsoever the Contractor shall at his own cost repair and make good the same so that on completion, the works shall be in good order and condition and in conformity to every respect with the requirements of the Contract and the SAI representative's instructions. The Contractor shall also be liable for any damage to the Works occasioned by him including his subcontractors in the course of any operations carried out by him for the purpose of completing any outstanding work and complying with his obligations under Clause 32 hereof. The Contractor shall indemnify the Employer from all risks on this account.

10. (i) **Contractor's Senior Representative for Execution & Coordination of Works**

The Contractor shall have on site at all times during working hours throughout the course of the Contract at least one competent senior representative who shall be empowered to make decisions binding on the Contractor in respect of all matters likely to arise in connection with the execution & coordination of the Works at site and shall keep the and the Employer informed at all times about the name and designation of such representative. Contractor's Senior Representative shall have the power to take joint measurement and sign the measurement books / bills.

Any directions, explanations, instructions or notices given by the SAI to such representative shall be held to be given to the Contractor.

(ii) **Contractor's Employees**

The Contractor shall provide and employ after approval from the SAI on the site in connection with the execution, completion and maintenance of the Works all Engineers / technical assistants as are qualified, skilled and experienced in their

respective trades, foremen and leading hands as are competent to give proper supervision, ensuring quality & output to the work they are required to supervise, and also such skilled, semi-skilled and unskilled labour as are necessary for the proper and timely execution, completion and maintenance of the works.

(iii) **Removal of Contractor's Employees**

The Contractor shall on the direction of the SAI immediately dismiss from the works any person employed thereon by him who may, in the opinion of the SAI, be incompetent or misconduct himself and such person shall not be again employed on the works without the permission of the SAI.

(iv) **Un-authorized Persons**

No unauthorized persons are to be allowed on the site. The Contractor shall instruct all such persons to keep out and shall take steps to prevent trespassing.

11. **Compliance with Statutes, Regulations, Etc.**

The Contractor shall conform to the provisions of any Act of the legislature relating to the works, and to the regulations and bye-laws of any authority, and of any water, electric supply and other companies and / or authorities with whose systems the structure is proposed to be connected, and shall, before making any variations from the Drawings or Specifications that may be necessitated by so regulations, give to the SAI written notice, specifying the variation proposed to be made and the reason for making it and apply for instructions thereon. In case, the Contractor shall not within ten days of submission of such notice, receive such instructions, he shall proceed with the work conforming to the provisions, regulations, or bye-laws in question, and any variation so necessitated shall be dealt with under Clause 28 thereof.

The Contractor shall bring to the attention of the SAI all notices required for execution by the said Acts, regulations or bye-laws to be given to any authority and pay to such authority, or to any public office all fees that may be properly chargeable in respect of the works, and lodge the receipts with the SAI for reimbursement at actual.

12. **Setting Out**

The Contractor shall set out the works and shall be responsible for the true and perfect setting out of the same and for the correctness of the positions, levels, dimensions, and alignment of all parts thereof. If at any time any error in this respect shall appear during the progress of the works or within the defects liability period the Contractor shall, if so required, at his own expense rectify such error to the satisfaction of the SAI.

13. (i) **Quality of Materials & Workmanship & Test**

All materials and workmanship shall be the best of the respective kinds described in the Contract and in accordance with the SAI's instructions and shall be subjected from time to time to such tests as the SAI's may direct at the place of manufacture or fabrication or on the Site or at an approved testing laboratory.

The Contractor shall upon the instruction of the SAI furnish him with documentation to prove that the materials & goods comply with the requirements of contract and for requirement stated above. The SAI may issue instruction in regard to removal of material from site or any work, if these are not in accordance with the Contract. The Contractor shall provide such assistance instruments, machinery, labour and materials as are normally required for examining, measuring, sampling and testing any material or part of work before incorporation in the works for testing as may be selected and required by the SAI.

(ii) **Samples**

All samples of adequate numbers, sizes, shades & pattern as per specification shall be supplied by the Contractor without any extra charge. Apart from adhering to any special provision made in the specifications regarding submission of samples the contractor shall within 7 days of his receipt of Work Order, provide to the Architect samples along with the detailed literature of all materials he proposes to use in the work irrespective of the fact that a specific make / material might have been stipulated. If certain items proposed to be used are of such nature that samples cannot be presented or prepared at the site, detailed literature / test certificate of the same shall be provided to the satisfaction of the SAI . Before submitting the samples / literature, the contractor shall satisfy himself that the material / equipment for which he is submitting the samples / literature meet with the requirement of the specification. The SAI shall check the samples and give his comments and / or approval to the same. Only when the samples are approved in writing by the SAI , the contractor shall proceed with the procurement and installation of the particular material / equipment. The approved samples shall be signed by the SAI for identification and shall be kept on record at site office until the completion and acceptance of the work and shall be available at the site for inspection / comparison at any time. The contractor shall keep with him a duplicate of such samples to enable him to process the matter.

For items of work where the samples are to be made at the site, the same procedure shall be followed. All such samples shall be prepared at a place where it can be left undisturbed until the completion of the project.

The SAI shall communicate their comments / approval to the Contractor to the samples at his earliest convenience. Any delay that might occur in approving of the samples for reasons of its not meeting with the specifications or other discrepancies, inadequacy in furnishing samples of best qualities from various manufacturers and such other aspects causing delay on the approval of the materials / equipments, etc. shall be to the account of the contractor. In this respect the decision of the SAI shall be final.

On delivery of the supplies of materials / equipment for permanent works at the site, the contractor shall specifically arrange to get the supply inspected by the SAI and compared with the approved sample and his specific approval obtained before using the same in the work.

(iii) **Cost of Tests**

The cost of making any test shall be borne by the Contractor if such test is intended by or provided for in the Specification or Bill of Quantities.

(iv) **Costs of Tests not provided for, etc.**

If any test is ordered by the SAI which is either

(a) not so intended by or provided for or

(b) (in the cases above mentioned) is not so particularized, or

(c) though so intended or provided for but ordered by the SAI to be carried out by an independent person at any place other than the site or the place of manufacture of fabrication of the materials tested or any Government / approved Laboratory, then the cost of such test shall be borne by the Contractor.

14. **Absence of Specification**

If the specifications do not contain particulars of materials and works which are obviously necessary for the proper completion of the works, and the intention to include, which is inferred, all such materials and works shall be supplied and executed by the Contractor without extra charge. If the Contractor requires additional information, he shall, in pursuance of Clause 7.0 hereof, so request in writing well in advance to commencement of the particular work to the SAI who will issue such detailed information as necessary within a reasonable time.

15. **Obtaining Information Related to Execution of Work**

No claim by the contractor for additional payment will be entertained which is consequent upon failure on his part to obtain correct information as to any matter affecting the execution of the works, nor will any misunderstandings or the obtaining of incorrect information or the failure to obtain correct information relieve him from any risks or from the entire responsibility for the fulfillment of the contract.

16. **Contractor's Superintendence**

The Contractor shall give all necessary personal superintendence during the execution of the works, and as long, thereafter, as the SAI may consider necessary until the expiry of the "Defects Liability Period" stated hereto.

17. **Access for Inspection**

The Employer and their respective representatives shall at all reasonable times have free access to the work and / or to the workshops, factories or other places where materials are lying or from which they are being obtained and the Contractor shall give to the Employer, the and their representatives every facility necessary for checking measurements, inspection and examination and test of the materials and workmanship. No person not authorised by the Employer except the representatives of public authorities shall be allowed on the works at any time.

18. (i) **Examination of Work Before Covering Up**

No work shall be covered up or put out of view without the approval of the SAI and the Contractor shall afford full opportunity for the SAI to examine and measure any work which is about to be covered up or put out of view and to examine foundations before permanent work is placed thereon. The Contractor shall give due notice to the SAI of any such work or foundations is or are ready or about to be ready for examination and the SAI shall without unreasonable delay, unless he considers it unnecessary and advises the Contractor accordingly, attend for the purpose of examining and measuring such work or for examining such foundations.

(ii) **Uncovering and making openings**

The Contractor shall uncover any part or parts of the Works or make openings in or through the same as the SAI may from time to time direct and shall reinstate and make good such part or parts to the satisfaction of the SAI . If any such part or parts have been covered up or put out of view after compliance with the requirements of sub-clause (i) of this Clause and are found to be executed in accordance with the contract the expenses of uncovering, making openings in or through reinstating and making good the same shall be borne by the Employer but in any other case all such expenses shall be borne by the Contractor and shall be recoverable from him by the Employer or may be deducted by the Employer from any monies due or which may become due to the Contractor.

19. **Assignment**

The whole of the works included in the contract shall be executed by the Contractor and the Contractor shall not directly or indirectly transfer, assign or sublet the contract or any part / share thereof or any interest therein without the prior written consent of the Employer / Architect and no undertaking shall relieve the Contractor from the full and entire responsibility of the contract or from active superintendence of the works during their progress.

20. **Quantities**

The quantities shown in the schedule of quantities are intended to cover the entire new structure indicated in the drawings but the Employer reserves the right to execute only a part or the whole or any excess thereof without assigning any reason therefor.

21. **Works to be measured**

The SAI representative may from time to time intimate to the Contractor that he requires the works to be measured, and the Contractor shall forthwith attend or send a qualified Representative to assist the SAI representative in taking such measurements and calculations and to furnish all particulars or to give all assistance required by any of them.

Should the Contractor not attend or neglect or omit to send such Representative, then the measurement taken by the SAI or a person approved by him shall be taken to be correct measurements of the works. Such measurements shall be taken in accordance with the Mode of Measurements detailed in the Specifications.

The SAI shall take joint measurements with the contractor and the measurements shall be entered in the measurement book / sheet by the SAI 's representative.

The Contractor or his Representative may at the time of measurement take such notes and measurements as he may require.

All authorised extra works, omissions and all variations made without the SAI 's knowledge, but subsequently sanctioned by him in writing (with the prior approval in writing of the Employer) shall be included in such measurements.

22. **Claims**

The Contractor shall send to the SAI once in every month an account giving particulars as complete and fully detailed as required of all claims for any additional expenses claims, to which the Contractor may consider himself entitled and of all extra or additional / substituted work ordered by the SAI which he has executed during the preceding month subject of provisions under relevant clauses of contract hereof, and no claim for payment for any such work will be considered which has not been included in such particulars. Provided always that the SAI shall be entitled to authorise payment to be made for any such work notwithstanding the Contractor's failure to comply with this condition, if the Contractor has, at the earliest practicable opportunity notified the SAI in writing that he intends to make a claim for such work and thereafter send complete and detailed particulars of the claim to the SAI as directed by the SAI but not later than 10 days from the date of notification of his claim.

### 23. **Variations**

No alteration, omission or variation ordered in writing by the SAI shall vitiate this contract. In case the SAI thinks proper at any time during the progress of the works to make any alterations in, or additions to or omissions from, the works or any alteration in the kind or quality of the materials to be used therein, the SAI shall give notice thereof in writing to the Contractor or shall confirm in writing within seven days of giving any such oral instructions. The Contractor shall alter, add to, or omit from, as the case may be, in accordance with such notice, but the Contractor shall not do any work extra to or make any alterations or additions to or omissions from the works or any deviation from any of the provisions of the Contract, stipulations, Specification or Contract Drawings without the previous consent in writing of the SAI and the value of such extras, alterations, additions or omissions shall in all cases be determined by the SAI in accordance with the provisions of Clause 27 hereof, and the same shall be added to or deducted from the Contract value, as the case may be.

### 24. **Valuation of Variations**

No claim for an extra shall be allowed unless it shall have been executed under authority of the SAI representative with the concurrence of the Employer as herein mentioned. Any such extra is herein referred to as authorised extra and shall be made in accordance with the following provisions.

- (a) (i) The net rates or prices in the contract shall determine the valuation of the extra work where such extra work is of similar character and executed under similar conditions as the work priced herein.
  - (ii) Rates for all items, wherever possible, should be derived out of the rates given in the Priced Bill of Quantities.
- (b) The net prices of the original tender shall determine the value of the items omitted, provided if omissions do not vary the conditions under which any remaining items of works are carried out, otherwise the prices for the same shall be valued under sub-clause (c) hereof.
- (c) Where the extra works are not of similar character and / or executed under similar conditions as aforesaid or where the omissions vary the conditions under which any remaining items or works are carried out, then the contractor shall within 7 days of the date of receipt of order to carry out the work, inform the SAI of the rate which he intends to charge for such items of work, supported by analysis of the rate or rates claimed and the SAI shall fix such rate or prices as in the circumstances in his opinion are reasonable and proper, based on the market rate.
- (d) Where extra work cannot be properly measured or valued, the Contractor shall be allowed day work prices at the net rates stated in the tender of the Priced Bill of Quantities or, if not so stated, then in accordance with the local day work rates and wages for the district; provided that in either case, vouchers specifying the daily time (and if required by the SAI, the workman's names) and materials employed be delivered for verification to the SAI at or before the end of the week following that in which the work has been executed.
- (e) It is further clarified that for all such authorised extra items where rates cannot be derived from tender, the Contractors shall submit rates supported by rate analysis worked on the "market rate basis", for material, labour, hire / running charges of equipment and wastages etc. plus 15% towards

establishment charges, contractor's overheads and profit. Such items shall not be eligible for escalation.

The measurement and valuation in respect of the Contract shall be completed within the "Period of Final Measurement" stated in the Appendix or if not stated then within six months of the completion of the Contract works as defined in Clause 39 hereof.

25. **Deviations**

- a. Maximum + 20% for the individual items.

26. **Work is to be Carried Out to the Satisfaction of SAI**

The Contractor shall carry out all the works strictly in accordance with Drawings, detailed Specifications and instructions of the SAI . If in the opinion of the Architect changes have to be made in the works, the Contractor shall carry out the same, and payment, if any, arising out of these shall be made as per the terms of the contract.

27. (i) **Removal of Improper Work & Materials**

The SAI shall, during the progress of the works, have power to order in writing from time to time the removal from the works within such reasonable time or times as may be specified in the order, of any materials which in the opinion of the SAI are not in accordance with the Specifications or the instructions of the SAI , the substitution of proper materials, and the removal and proper re-execution of any work executed with materials or workmanship not in accordance with the Drawings and Specifications or instructions, and the Contractor shall forthwith carry out such order at his own cost. In case of default on the part of the Contractor to carry out such order, the Employer shall have the power to employ and pay other persons to carry out the same, and all expenses consequent thereon, or incidental thereto, as certified by the SAI representative shall be borne by the Contractor, or may be deducted by the Employer from any moneys due, or that may become due, to the Contractor.

(ii) **Default of Contractor in Compliance**

If the Contractor after receipt of written notice from the SAI requiring compliance within ten days fails to comply with such further drawings and / or SAI representative's instructions the Employer may employ and pay other persons to execute any such work whatsoever that may be necessary to give effect thereto, and all costs incurred in connection therewith shall be recoverable from the Contractor by the Employer on the Certificate of the SAI representative as a debt or may be deducted by him from any moneys due to the Contractor.

(iii) **Inspection & Testing During Manufacture**

The SAI shall be entitled during manufacture to inspect, examine and test on the Contractor's premises during working hours the materials and workmanship and check the progress of manufacture of all fabrication materials / items to be supplied under the Contract, and if part of the said materials / items are being manufactured on other premises the Contractor shall obtain for the SAI permission to inspect, examine and test as if the said Plant were manufacturing on the Contractors premises. Such inspection,

examination or testing if made shall not relieve the Contractor from any obligation under the Contract.

(iv) **Dates for Inspection & Testing**

The Contractor shall agree with the SAI the date on and the place at which any plant / works will be ready for testing as provided in the Contract and unless the SAI shall attend at the place so named on the date agreed the Contractor may proceed with the tests, which shall be deemed to have been made in the SAI 's presence, and shall forthwith forward to the SAI duly certified copies of the test readings. The SAI shall give the Contractor 24 hours notice in writing of his intention to attend the tests. All costs of testing shall be borne by the contractor. All outstation travel expenses shall be borne by the owner but in case re-inspections are required as per clause No. 29 (ix) the travel expenses shall be on contractors account.

(v) **Facilities for Testing at Manufacturer's Works**

Where the Contract provides for tests on the premises of the Contractor or of any sub-contractor the Contractor shall provide such assistance, labour, materials, electricity, fuel, stores, apparatus and instruments as may be requisite and as may be reasonably demanded to carry out such tests efficiently.

(vi) **Certificate of Testing**

As and when fabricated materials shall pass the tests referred in this, the SAI shall furnish to the Contractor a certificate in writing to that effect.

(vii) **Rejection**

If as a result of such inspection, examination or test of the works (other than a Test on Completion under Clause 16.0) the SAI shall decide that such material is defective or not in accordance with the Contract he shall notify the Contractor accordingly stating in writing his objection and reasons therefore. The Contractor shall with all speed make good the defect or ensure that the material complies with the Contract. Thereafter, if required by the SAI representative, the tests shall be repeated under the same terms and conditions save that all reasonable expenses to which the Employer may be put by the repetition of the tests shall be deducted from the Contract Sum.

(viii) **Delivery of Materials & Equipment**

Unless the SAI shall otherwise direct, no material shall be delivered to site until the SAI shall have issued, in respect of such material, a certificate under Clause 29 (vi) (Certificate of Testing). Likewise Fabricated Materials or Contractor's Equipment shall be delivered to Site only upon an authorisation in writing applied for and obtained by the Contractor from the SAI .

The Contractor shall be responsible for the reception on site of all Materials and Contractor's Equipment delivered for the purposes of the Contract.

(ix) **Inspection & Testing and Re-inspection & Re-testing**

All deficiencies revealed by testing and inspection shall be rectified by the Contractor at his own expense and to the satisfaction and approval of the SAI. Rectified components shall be subject to retesting and re-inspection.

(x) **Inspection Reports**

The Contractor shall provide the SAI with five copies of reports of all inspections and tests.

**28. Virtual Completion Certificate**

The SAI shall issue the virtual completion certificate when in his opinion, the works have been substantially completed in all respects and necessary approvals are obtained by the Contractor. The Defects Liability Period shall commence from the date of virtual completion as certified by the SAI .

**29. Defect Liability Period**

Any defect or other faults which may appear within the "Defects Liability Period" stated in the Appendix hereto or, if none stated, then within 365 days after the date of the virtual completion of the works as certified by the SAI , arising in the opinion of the SAI from materials or workmanship not in accordance with the contract, shall upon the direction in writing of the SAI , and within such reasonable time as shall be specified therein, be amended and made good by the Contractor, at his own cost and in case of default the Employer may employ and pay other persons to amend and make good such defects or other faults, and all damages, loss and expenses consequent thereon or incidental thereto shall be made good and borne by the Contractor and such damage, loss and expenses shall be recoverable from him by the Employer or may be deducted by the Employer, upon the SAI 's Certificate in writing, from any money due or that may become due to the Contractor, or the Employer may in lieu of such amending and making good by the Contractor deduct from any monies due to the Contractor, a sum, to be determined by the SAI equivalent to the cost of amending such work and in the event of the amount retained under Clause 46 hereof being insufficient, recover the balance from the Contractor, together with any expenses the Employer may have incurred in connection therewith. Should any defective work have been done or material supplied by any Sub-Contractor employed on the works who has been nominated or approved by the SAI , the Contractor shall be liable to make good in the same manner as if such work or material had been done or supplied by the Contractor and been subject to the provisions of this Clause and Clause 29 hereof. The Contractor shall remain liable under the provisions of this Clause notwithstanding the signing of any certificate or the passing of any accounts, by the SAI . The Contractor will not be responsible for defects arising out of fair wear & tear & damage caused by Employer's personnel during the use of the building after being occupied.

**30. Payment Terms**

Any payment will be released only after signing of Agreement as per the following payment terms:

Defects Liability Period	12 months after completion of work
Date of Commencement	After 7 working days from the date of acceptance of work order
Date of Completion	30 days after the due date of commencement
Payment	Payment will done after completion of work

Subject to the terms of the RFP, in case the contract is terminated, payment towards services will be made on pro rata basis, for the works completed, after deducting applicable penalty and TDS/other applicable.

### **31. Approval Only by No Dues Certificate**

#### **(i) Final Completion Certificate**

On successful completion of entire works covered by the Contract to the full satisfaction of Employer / SAI representative, the Contractor shall ensure that the following works have been completed to the satisfaction of SAI : (a) clear the site of all scaffolding, wiring, pipes, surplus materials, Contractor's labour, equipment and machinery (b) demolish, dismantle and remove all Contractor's site offices and other temporary works, structures and constructions and other items and things whatsoever brought upon or erected at the site or any land allotted to the Contractor by the Owner and not incorporated in the permanent works (c) remove all rubbish, debris etc. from the site and the land allotted to Contractor and shall clear, level and dress, compact the site as required and said land to the satisfaction of the SAI (d) shall put the Owner in undisputed custody and possession of the site and all land allotted by the Owner to the Contractor (e) All defects / imperfections have been attended & rectified to full satisfaction of the SAI during the Defect Liability Period.

Unless the Contractor shall have fulfilled the provisions of the clause, the works shall not be deemed to have been completed.

Upon the satisfactory fulfillment by Contractor as stated above, the Contractor shall be entitled to apply to the SAI for a Final Completion Certificate in respect of the entire work.

If the SAI is satisfied of the completion of the work relative to which the Completion Certificate has been sought, the SAI shall within 14 (fourteen) days of the receipt of the application for Completion Certificate, issue a Completion Certificate in respect of the works for which the Completion Certificate has been applied.

This issuance of a Completion Certificate shall be without prejudice to the Employer's rights and Contractor's liabilities under the Contract, including the Contractor's liability for the Defect Liability Period nor shall the issuance of a Completion Certificate in respect of the works or work at any site be construed as a waiver of any right or claim of the Employer against the Contractor in respect of work or the works at the site and in respect of which the Final Completion Certificate has been issued.

#### **(ii) No Dues Certificate**

The Contract shall remain valid and shall remain incomplete until no dues Certificate shall have been signed by the SAI representative and delivered to the Employer with a copy to the contractor. Such a certificate shall be given by the SAI representative within 30 days of completion of defects liability period (the last period to be considered if different periods to be considered if different parts of the work) or within 30 days from the date of payment of final bill whichever is later.

### **32. (i) Basic Cost**

The material(s) required for execution of any item for which a sum has been provided as a basic cost price in the tender, shall be procured by the contractor on Employer's instruction from an agency nominated by the Employer. Every sum in the bill of quantities which contains either as a whole or part the amount as prime cost price of the materials shall be varied by substitution of the actual cost of the materials.

No variation shall be made in respect to the percentage quoted for labour and to cover for overheads & profits on account of variation in the prices, as above. The basic price of the material shall be inclusive of all taxes and the cost has to be verified from the actual purchased bills. The billed amount shall be finalized as per the basic

cost in both ways i.e. plus or minus from the quoted rates. The contractor has to provide the purchase bill with GST detail

**33. Work by Other Agencies**

The Employer / Architect reserves the right to use premises and any portions of the site for the execution of any work not included in this contract which it may desire to have carried out by other persons simultaneously, and the Contractor shall allow all reasonable facilities for the execution of such work and carry out his work in coordination / cooperation with other agencies, but shall not be required to provide any plant or material for the execution of such work except by special arrangement with the Employer. Such work shall be carried out in such manner as not to impede the progress of the works included in the Contract and the Contractor shall not be responsible for any damage or delay which may happen to or occasioned by such work

**34. Insurance Policies**

The Contractor shall be responsible for all injury or damage to persons, animals or things, and for all damage to property which may arise from any factor / omission on the part of the Contractor or any Sub-Contractor or any nominated Sub-Contractor or any of their employees. The liability under this clause shall cover also, inter alia any damage to structures, whether immediately adjacent to the works or otherwise, any damage to roads, streets, footpaths, bridges as well as damage caused to the building and other structures and works forming the subject matter of this contract. The Contractor shall also be responsible for any damage caused to the buildings and other structures and works forming the subject matter of this contract due to rain, wind, fire, flood or high tide or other inclemency of weather. The Contractor shall indemnify and keep indemnified the Employer and hold him harmless in respect of all and any loss and expenses arising from any such injury or damage to persons or property as aforesaid and also against any claim made in respect of injury or damage, whether under any statute or otherwise and also in respect of any award or compensation or damage consequent upon such claims. The Contractor shall, at his own expense, effect and maintain till issue of the virtual completion certificate under this contract, with an insurance company approved by the Employer, an All Risks Policy (CAR Policy) for Insurance for an amount equal to 125% of Contract value including earthquake risk in the joint names of the employer and the contractor (the name of the former being placed first in the policy) against all risk as per the standard all risk policy for Contractors and deposit such policy or policies with the employer before commencing the works.

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

The Contractor shall also indemnify and keep indemnified the Employer against all claims which may be made against the Employer by any person in respect of anything which may arise in respect of the works or in consequence thereof and shall at his own expense, effect and maintain until the virtual completion of the contract, with an Insurance Company approved by the employer a third party insurance policy in the joint names of the Employer and the contractor (name of the former being placed first in the policy) against such risks and deposit such policy or policies before commencement of the works. The minimum limit of the coverage under the policy shall be Rs. 5.00 lacs per person for any one accident or occurrence and Rs. 20.00 lacs in respect of damage to property for any one accident or occurrence. The

Contractor shall also indemnify the employer against all claims which may be made upon the Employer, whether under the Workmen's Compensation Act or any other statute in force, during the currency of this contract or at Common Law in respect of any employee of the Contractor or of sub-contractor and shall be at his own expense effect and maintain until the virtual completion of the contract, with an Insurance Company, approved by the Employer, a policy of Insurance against such risks and deposit such policy or policies with the Employer from time to time during the currency of this contract.

In default of the contractor insuring as provided above, the employer may so insure and may deduct the premiums paid from any money due or which may become due to the contractor.

The contractor shall be responsible for any liability which may not be covered by the Insurance Policies re-ferred to above and also for all other damages to any person, animal or defective carrying out of this contract, whatever, may be the reasons due to which the damage shall have been caused.

The contractor shall also indemnify and keep indemnified the Employer against all and any costs, charges or expenses arising out of any claim or proceedings relating to the works and also in respect of any award of damage or compensation arising there from.

Without prejudice to the other rights of the employer against contractors in respect of such default, the employer shall be entitled to deduct from any sums payable to the contractor the amount of any damages, compensation costs, charges & other expenses paid by the employer and which are payable by the contractor under this clause.

The Contractor shall upon settlement by the Insurer of any claim made against the insurer pursuant to a policy taken under this clause, proceed with due diligence to rebuild or repair the works destroyed or damaged. In this event all the monies received from the Insurer in respect of such damage shall be paid to the Contractor and the Contractor shall not be entitled to any further payment in respect of the expenditure incurred for rebuilding or repairing of the materials or goods destroyed or damaged.

The Contractor, in case of re-building or reinstatement after damage shall be entitled to such extension of time for completion as the SAI may deem fit, but shall, however, not be entitled to reimbursement by the employer of any shortfall or deficiency in the amount finally paid by the insurer in settlement of any claim arising as set out herein.

Without prejudice to his liability under this clause, the contractor shall also cause all nominated sub-contractors to effect, for their respective portions of the works, similar policies of insurance in accordance with the provisions of this clause and shall produce or cause to produce to the employer such policies. The contractor shall not permit a nominated sub-contractor to commence work at the site unless the said insurance policies are submitted. In the event of failure of the sub-contractor to take out such a policy of insurance before commencing the works at the site, the contractor shall be responsible for any claim or damage attributable to the said sub- contractor.

### 35. **Commencement of Works**

Within 7 Calendar days from the date of issue of Work Order, the contractor shall begin the works and shall regularly proceed with and complete the same on or before the "Date of Completion" stated in the Appendix subject nevertheless to the provisions for extension of time hereinafter contained.

### 36. (i) **Possession of Site**

Save in so far as the Contract may prescribe the extent of portions of the Site of which the Contractor is to be given possession from time to time and the order in which such portions shall be made available to him and subject to any requirement in the Contract as to the order in which the Works shall be executed, the Employer will within 3 days from the written request to commence the Works give to the Contractor possession of so much of the Site as may be required to enable the Contractor to commence and proceed with the programme referred to in Clause 49 hereof (if any) and otherwise in accordance with such reasonable proposals of the Contractor as he shall, by notice in writing to the SAI, make & will from time to time as the Works proceed give to the Contractor possession of such further portions of the Site as may be required to enable the Contractor to proceed with the construction of the Works with due dispatch in accordance with the said programme or proposals (as the case may be).

If the Contractor suffers delay or incurs expense from failure on the part of the Employer to give possession in accordance with the terms of this clause the SAI shall grant an extension of time for the completion of the works without any compensation for delay.

#### (ii) **Way leaves, etc.**

The Contractor shall bear all expenses and charges for special or temporary way leaves required by him in connection with access to the Site. The Contractor shall also provide at his own cost any additional accommodation outside the Site required by him for the purpose of the Works.

### 37. **Time for Completion**

The entire work i.e. works mentioned in the tender document is to be completed in all respects within the time stated in Appendix to "Form of Tender" or such extended time as may be allowed under clause 39 hereof. Time is the essence of the contract and shall be strictly observed by the contractor.

If required in the contract or as directed by the SAI, the contractor shall complete certain portion of the work before the completion of the whole of the work. However the completion date for whole of the work shall not change.

### 38. **Extension of Time for Completion**

If in the opinion of the SAI the works be delayed for reasons beyond the control of the contractor, the SAI may make a fair and reasonable extension of time for completion of the contract works.

If the Contractor needs an extension of time for the completion of the work or if the completion of work is likely to be delayed for any reasons beyond the due date of completion stipulated in the contract, the Contractor shall apply to the Employer for extension of time in writing at least 30 days before the expiry of the scheduled time and while applying for extension of time, Contractor shall furnish the reasons in detail and his justification, if any, for the delays. While granting extension, the SAI shall notify the contractor the period of time which will not qualify for levy of liquidated damages.

For the balance period in excess of original stipulated period and authorized extension of time granted i.e. period not qualifying for levy of liquidated damages, by the Employer, the provision of liquidated damages as stated under Clause 43 will become applicable.

Further, the contract shall remain in force even for the period beyond the due date of completion irrespective whether the extension is granted or not.

39. (i) **Rate of Progress**

The whole of the materials, plant and labour to be provided by the Contractor and the mode, manner and speed of execution and maintenance of the Works are to be of a kind and conducted in a manner to the satisfaction of the SAI . Should the rate of progress of the Works or any part thereof be at any time be in the opinion of the SAI too slow to ensure the completion of the whole of the Works by the prescribed time or extended time for completion, the SAI shall so notify the Contractor in writing and the Contractor shall thereupon take such steps as considered necessary by the SAI to expedite progress so as to complete the Works by the prescribed time or extended time for completion. Such communications from the SAI neither shall relieve the contractor from fulfilling obligations under the contract nor he will be entitled to raise claims arising out of such directions.

(ii) **Work during Night or on Holidays**

Subject to any provision to the contrary contained in the Contract none of the permanent work shall save as herein provided be carried on during the night or on Holidays without the permission in writing of the SAI , save when the work is unavoidable or absolutely necessary for the saving of life or property or for the safety of the Works in which case the Contractor shall immediately advise the SAI . Provided always that the provisions of this clause shall not be applicable in the case of any work, which becomes essential to carry out by rotary or double shifts in order to achieve the progress & quality of the part of the works being technically required / continued with the prior approval of the SAI .

All work at night shall be carried out without unreasonable noise & disturbance and with the approval of the SAI & in addition that of the local authority, if so applicable. The Contractor shall indemnify the Employer from and against any liability for damages on account of noise or other disturbance created while or in carrying out the work and from and against all claims, demands, proceedings, costs, charges & expenses whatsoever in regard or in relation to such liability.

40. **Suspension of Work**

The Contractor shall on the written order of the SAI suspend the progress of the Works or any part thereof for such time or times and in such manner as the SAI may consider necessary and shall during such suspension properly protect and secure the work so far as is necessary in the opinion of the SAI . The extra cost including all running wages to be paid on the Site, salaries, depreciation and maintenance of plant, Site on costs and overhead costs of the Contract relating to the works done or incurred by the Contractor in giving effect to the SAI 's instructions under this Clause shall, be borne and paid by the Employer unless such suspension is :

- (a) otherwise provided for in the Contract  
or
- (b) necessary by reason of inclement weather conditions affecting adversely the safety or quality of the Works.  
or
- (c) necessary by reason of some default on the part of the contractor

Provided that the Contractor shall not be entitled to recover any such extra cost unless he gives notice in writing of his intention to claim to the SAI within 28 days of the SAI 's order. The SAI shall settle and determine such extra payment and / or extension of time under relevant Clause hereof to be made to the Contractor in respect of such claim as shall in the opinion of the SAI be fair and reasonable and the SAI 's decision shall be final and binding.

41. **Incentive for early completion and Liquidated Damages for Delay:**

If the Contractor fails to complete the works by the period stated in the Appendix or within any extended time under Clause 39 hereof and the SAI certifies in writing that in his opinion the same ought to have been reasonably completed by the original completion date or extended completion date, as the case may be, the Contractor shall pay the Employer the sum named in the Appendix as "Liquidated Damages" for the period during which the said works shall so remain incomplete or the Employer may deduct such damages from any monies due to the Contractor.

42. (i) **Default of Contractor**

If the Contractor being an individual or a firm commits any "act of insolvency", or shall be adjudged an insolvent or being an Incorporated Company shall have an order for compulsory winding up made against it as pass an effective resolution for winding up voluntarily or subject to the supervision of the Court and the Official Assignee or the Liquidator in such acts of insolvency or winding up, as the case may be, shall be unable within seven days after notice to him requiring him to do so, to show to the reasonable satisfaction of the SAI that he is able to carry out and fulfill the Contract and to give security therefore, if so required by the SAI .

Or if the Contractor (when an individual, firm or incorporated Company) shall suffer execution or other process of Court attaching property to be issued against the Contractor.

Or shall suffer any payment under this Contract to be attached by or on behalf of any of the creditors of the Contractor.

Or shall assign or sublet this Contract without the consent in writing of the Employer.

Or shall charge or incumber this Contract or any payments due or which may become due to the Contractor hereunder.

Or if the SAI shall certify in writing to the Employer that the Contractor.

- (a) Has abandoned the Contract, or
  - (b) Has failed to commence the works, or has without any lawful excuse under these conditions suspended the progress of the works for fourteen days after receiving from the SAI 's notice to proceed with the work  
or
  - (c) Has failed to proceed with the works with such due diligence and failed to make such due progress as would enable the works to be completed within the time agreed upon,  
or
  - (d) Has failed to remove materials from the site or to pull down and replace work for seven days after receiving from the SAI written notice that the said materials or work were condemned and rejected by the SAI under these conditions,  
or
  - (e) Has neglected or failed persistently to observe and perform all or any of the acts, matters or things by this contract to be observed & performed by the Contractor for seven days after written notice shall have been given to the Contractor requiring the Contractor to observe or perform the same.
- Then and in any of the said cases the Employer may, notwithstanding any previous waiver, after giving seven days notice in writing to the Contractor, determine the Contract, but without thereby affecting the powers of the SAI or the obligations and liabilities of the Contractor, the whole of which shall continue in force as fully as if the Contract had not been so determined, and as if the works subsequently executed had been executed by or on behalf of the Contractor. And further, the Employer by his agents or servants may enter

upon and take possession of the works and all plants, tools, scaffoldings, sheds, machinery, steam and other power utensils and materials lying upon the premises or the adjoining lands or roads and use the same as his own property or may employ the same by means of his own servants and workmen in carrying on and completing the works or by employing any other Contractor shall not in any way interrupt or do any act, matter or thing to prevent or hinder such other Contractor or other person or persons employed for completing and finishing or using the materials and plant for the works. When the works shall be completed or as soon, thereafter, as convenient the SAI shall give a notice in writing to the Contractor to remove his surplus materials and plant and should the Contractor fail to do so within a period of fourteen days after receipt thereof by him, the Employer may sell the same by public auction, and give credit to the Contractor for the net amount realized. The SAI shall, thereafter, ascertain and certify in writing under his hand what (if anything) shall be due or payable to or by the Employer, for the value of the said plant and materials so taken possession of by the Employer and the expense or loss which the Employer shall have been put to in procuring the works to be completed and the amount, if any, owing to the Contractor and the amount which shall be so certified shall thereupon be paid by the Employer to the Contractor or by the Contractor to the Employer, as the case may be, & the Certificate of the SAI shall be final and conclusive between the parties.

**43. Security Deposit / Retention Money**

In addition to the Initial Security Deposit further security for the due fulfillment of the contract by the Contractor, 5% of the value of the work done will be deducted by the Employer from final payment to be made to the Contractor towards retention money (excluding the cost of Operation & Annual Maintenance Contract) including the initial Security Deposit. On the SAI's issuing a certificate of virtual completion of the works, 50% of the security deposit shall be released to the contractor, and the remaining 50% will be released by the Employer after the Contractor obtains the no dues certificate from the SAI subject to Clause 32. The amounts retained by the Employer shall not bear any interest.

All compensation or other sums of money payable by the Contractor to the Employer under the terms of this contract may be deducted from the security deposit if the amount so permits and the Contractor shall, unless such deposit has become otherwise payable, within ten days after such deduction make good in cash the amount so deducted.

The security deposit of the contractor will be forfeited if he fails to comply with any of the conditions of the contract.

**44. Certificates & Payment**

**(i) Final Bill**

- a) The Contractor shall submit final bill within 45 days from the date of issue of virtual completion certificate with all relevant information and details including as-built drawings, operation and maintenance manual, photographs etc. complete. The last date of submission of all relevant documents shall be reckoned as the date of final submission.
- b) The SAI representative within 45 days of submission of the final bill, shall issue a certificate of payment against the final bill to the Employer who shall thereupon, within 45 days from the date of receipt of the certificate,

shall release the balance payment to the contractor after effecting all recoveries, including advances & payments against interim certificates.

- (iv) The SAI shall have power to withhold Certification if the works or any parts thereof are not being carried out to his satisfaction.
- (v) The SAI may by any Certificate make any correction in any previous Certificate, which shall have been issued by him.
- (vi) No payment shall be made to the Contractor if the Contractor fails to insure the works & keep them insured till the issue of the Virtual Completion Certificate.

#### 45. **Settlement of Disputes and Differences**

- a) The Contractor shall try to settle all matters pertaining to this contract first with the SAI representative. The decision of the SAI representative may be in the form of a certificate, instruction or otherwise. The decision, opinion, direction, certificate for payment with respect to all or any of the matters under Clauses 18, 30, 31 and 32 hereof (which matters are hereinafter referred to as excepted matters) of the SAI representative shall be final and conclusive and binding on the Contractor and Employer and shall be without appeal.
- b) All other disputes and differences of any kind whatsoever between the Contractor and the SAI representative arising out of or in connection with the contract or carrying out the works (whether during progress of work or within defects liability period and whether before or within 365 days of determination / abandonment / breach of the contract) shall then be referred by the Contractor to the Employer giving inter alia full details of matter under dispute and the reasons thereof. The Employer shall within a period of 60 days from the receipt of such reference from the contractor, give his decision in writing. If the Contractor is dissatisfied with the decision of the Employer, he can refer the matter for arbitration by serving a written notice on the Employer, through the SAI representative within a period of 28 days of such decision. The notice shall specify the matters with full details and amount, which are in dispute and referred for arbitration.

#### 46. **Arbitration**

All disputes or difference of any kind whatsoever which shall at any time arise between the parties hereto touching or concerning the works or the execution thereof of this maintenance thereof of this contract or the construction remaining operation or effect thereof or to the rights or liabilities of the parties or arising out of or in relation thereto whether during or after determination, foreclosure or breach of the contract (other than those in respect of which the decision of any person is by the contract expressed to be final and binding) shall after written notice by either party to the contract to the other of them and to the \*Appointing Authority who shall be appointed for the purpose by the Employer (Sports Authority of India) be referred for adjudication to a sole Arbitrator to be appointed as hereinafter provided.

##### \* **Appointing Authority**

The Appointing Authority will be the RD Sports Authority of India NRC Sonapat

The names of the Arbitrator will be selected from one of the following disciplines, in order of preference:

- (a) Retired High Court / Supreme Court Judges, who have experience in handling Arbitration cases.
- (b) Members of the Council of Arbitration.
- (c) Fellow of Institution of Architects.
- (d) Eminent retired Chief Architect from State / Centre / P.W.D. / Public Sector undertakings of good reputation and integrity.

For the purpose of appointing the sole Arbitrator referred to above, the Appointing Authority will send within thirty days of receipt by him of the written aforesaid notice, to the contractor a panel of three names of persons who shall be presently unconnected with the organization for which the work is executed.

The contractor shall on receipt by him of the names as aforesaid, select any one of the persons named to be appointed as a sole Arbitrator and communicate his name to the Appointing Authority within thirty days of receipt by him of the names. The Appointing Authority shall thereupon without any delay appoint the said person as the sole Arbitrator. If the Contractor fails to communicate such selection as provided above within the period specified, the Appointing Authority shall make the selection and appoint the selected person as the Sole Arbitrator.

If the Appointing Authority fails to send to the Contractor the panel of three names as aforesaid within the period specified, the Contractor shall send to the Appointing Authority a panel of three names of persons who shall all be unconnected with either party. The Appointing Authority shall on receipt by him of the names as aforesaid select any one of the persons named and appoint him as sole Arbitrator. If the Appointing Authority fails to select the person and appoint him as the sole Arbitrator within 30 days of receipt by him of panel and inform the Contractor accordingly, the contractor shall be entitled to appoint one of the persons from the panel as the sole Arbitrator and communicate his name to the Appointing Authority.

If the Arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever another sole Arbitrator shall be appointed as aforesaid.

The work under the Contract shall, however, continue during the arbitration proceedings and no payment due or payable to the contractor shall be withheld on account of such proceedings.

The Arbitrator shall be deemed to have entered on the reference of the date he issues notice to both parties fixing the date of the first hearing.

The Arbitrator may from time to time, with the consent of the parties, enlarge the time for making and publishing the award.

The Arbitrator shall give a separate award in respect of each dispute or difference referred to him. The Arbitrator shall decide each dispute in accordance with the terms of the contract and give a reasoned award. The venue of arbitration shall be such place as may be fixed by the Arbitrator in his sole discretion.

The fees, if any, of the Arbitration shall, if required to be paid the award is made and published, be paid half by each of the parties. The costs of the reference and of the award including the fees, if any, of the Arbitration who may direct to and by whom and in what manner such costs or any part thereof shall be paid and may fix or settle the amount of costs be so paid.

The award of the Arbitrator shall be final and binding on both parties.

Subject to aforesaid the provision of the Arbitration Act 1996 or any statutory modification or re-enactment therefor and the rules made there under, and for the time being in force, shall apply to the arbitration proceeding under this Clause.

In all cases the arbitrator shall give reasons for the award.

**It is also a term of the contract that if contractor(s) do / does not make any demand for arbitration in respect of any claim(s) within 90 days of receiving intimation from SAI that the bill after due verification is passed for payment of a lesser amount, or otherwise, the contractor's right under this agreement to refer to arbitration shall be deemed to have been forfeited and SAI shall be relieved and discharged of their liability under this agreement in respect of such claim(s). Further it is agreed that for the purpose of this clause, such notice is deemed to have been received by the contractor(s) within 2 days of posting of the letter by SAI or when delivered by hand immediately after receipt thereof by the contractor(s), whichever is earlier. Further, letter signed by the officials of SAI that the letter was so posted to the contractor(s) shall be conclusive.**

47. **Programme of Works**

(i) **Detailed Programme to be Furnished**

Within 07 days of receiving Work Order / Award the Contractor shall prepare and submit a detailed programme of works in the form of a Bar Chart / Mile stone network showing all activities & the order of procedure in which he proposes to carry out the works including labour histogram, cash flow and deployment of equipments. Within 15 days from the date of submission, the SAI shall convey to the Contractor his comment / approval on the programme.

The contractor shall be required to submit the PERT / CPM chart for the various activities involved in this work including dependencies etc., and regularly monitor the progress of works accordingly.

(ii) **Programme to be Modified**

Subject to the provisions of Clause 39 hereof, if at any time it should appear to the SAI that the actual progress of the works does not conform to the approved programme referred to in sub-clause (i) of this Clause, the Contractor shall produce a revised & detailed pro-gramme showing the modifications to the original programme necessary to ensure the completion of the works within the time for completion as defined in Clause 38 hereof.

(iii) **Progress Report**

Four copies of monthly progress reports containing the following shall be submitted by the Contractor to the Employer through the SAI representative on or before the 5th day of the next month.

- (a) Monthly detailed progress report showing the progress of individual activities of programme as achieved at site till such period and being suitably marked on the approved network diagram, or as directed by the SAI representative, shall be provided by the Contractor indicating the actual state of progress during the course of the contract, together with other details of procurement & delivery schedules of materials / equipments, as required by the SAI .
- (b) Labour report in the form prescribed by the SAI .
- (c) Equipment & machinery report in the form pre scribed by the SAI .
- (d) Supervisory staff report in the form prescribed by the SAI .

- (e) Remedial Measures for covering up delay, if any,.
- (f) Bottlenecks and hindrances,
- (g) Minimum 5 nos. of colour photographs of 7" x 5" with each report showing the progress of works.

Apart from the above the Contractor shall submit daily report indicating regular deployment of his staff and workers, equipments, important stages of progress, procurement of construction materials etc. as approved by the SAI .

#### **48. Urgent Repairs**

If by reason of any accident or failure or other event occurring to in or in connection with the Works, or any part thereof, either during the execution of the Works or during the Period of Defect Liability / Maintenance any remedial or other work or repair shall, in the opinion of the SAI be urgently necessary for security and safety of life or for the works or of adjoining property, and the Contractor is unable or unwilling at once to do such work or repair, the Employer may employ his own or other workmen do such work or repair, as the SAI or the SAI 's representative may consider necessary. If the work or repair so done by the Employer which is in the opinion of the SAI representative, the Contractor was liable to do at his own expense under the Contract, all costs and charges incurred by the Employer in so doing shall on demand be paid by the Contractor to the Employer or may be deducted by the Employer from any monies due or which may become due to the Contractor. Provided always that the SAI or the SAI 's representative (as the case may be) shall, as soon after the occurrence of any such emergency, as may be reasonably practicable notify, the Contractor thereof in writing.

#### **49. Contractor to Search**

The Contractor shall, if required by the SAI in writing, search, test as shall be necessary to determine the cause of any defect, imperfection or fault under the directions of the SAI . Unless such defect, imperfection or fault shall be one for which the Contractor is liable under the contract the cost of the work carried out by the Contractor in searchings as aforesaid shall be borne by the Employer. But if such defect, imperfection or fault shall be one for which the Contractor is liable as aforesaid, the cost of the work carried out in searching as aforesaid shall be borne by the Contractor and he shall in such case repair rectify and make good such defect, imperfection or fault at his own expense in accordance with the provisions of Clause 29 hereof.

#### **50. Interference with Traffic and Adjoining Properties**

All operations necessary for the execution of the Works and for the construction of any Temporary Works shall so far as in compliance with the requirements of the Contract permits be carried on so as not to interfere unnecessarily or improperly with the public convenience or the access to use and occupation of public or private roads and footpaths or to or of properties whether in the possession of the Employer or of any other person and the Contractor shall save harmless and indemnify the Employer in respect of all claims, demands, proceedings, damages, costs, charges and expense whatsoever arising out of or in relation to any such matters in so far as the Contractor is responsible.

#### **51. (i) Extraordinary Traffic**

The Contractor shall use every reasonable means to prevent any of the highways or bridges communicating with or on the routes to the Site from being damaged or injured by any traffic of the Contractor or any of his sub-contractors and in particular shall select routes and use vehicles and restrict and distribute loads so that any such extraordinary traffic as will inevitably arise from the moving of plant and material

from and to the site shall be limited as far as reasonably possible and so that no unnecessary damage or injury may be occasioned to such highways and bridges.

**(ii) Special Loads**

Should it be found necessary for the Contractor to move one or more loads of pre-constructed units or parts of units of work over the building and in no way should damage the existing structure unless special protection or strengthening is carried out then the Contractor shall adopt proper & adequate measures and shall be responsible for all the costs and consequences thereof.

**(iii) Settlement of Extra Ordinary Traffic Claims**

If during the carrying out of the works at any time or thereafter the Employer shall receive any claim arising out of the execution by the Contractor of the Works in respect of damage or injury to highways or bridges he shall immediately report the same to the SAI and the Contractor and thereafter the Contractor shall negotiate the settlement of and pay all sums due in respect of such claims and shall indemnify the Employer in respect thereof and in respect of all claims, demands, proceedings, damages, costs charges and expenses in relation thereto provided always that if and so far as any such claims or part thereof shall in the opinion of the SAI be due to any failure on the part of the Contractor to observe and perform his obligations then the amount certified by the SAI to be due to such failure shall be paid by the Contractor.

**52. (i) Contractor to Keep Site Clear**

During the progress of the works the Contractor shall keep the site reasonably free from all unnecessary obstruction and shall store or dispose of any constructional plant and surplus materials and clear away and remove from the site any wreckage, rubbish or temporary works which are no longer required.

**(ii) Clearance of Site on Completion**

On the completion of the Works the Contractor shall clear away and remove from the site all constructional plant, surplus materials, rubbish and temporary works of every kind and leave the whole of the site and works clean and in a workmanlike condition to the full satisfaction of the SAI / local authorities not later than 30 days from the virtual completion of the works or by such other later date as fixed by the SAI .

**53. (i) Labour Laws**

The Contractor shall observe and strictly adhere to all prevailing labour laws inclusive of Contract Labour (Regulation and Abolition) act of 1970 (latest revision) and other safety regulations.

**(ii) Supply of Water**

The Contractor shall having regard to local conditions provide on the Site to the satisfaction of the SAI an adequate supply of drinking and other water for the use of the construction purpose and for Contractor's staff, workmen, for the work.

**Contractors have to make his own arrangement for the water as directed for local authorities for the furnishing / construction purpose and in no case contractor will be allowed to use the water available / source of water available in SAI premises.**

**(iii) Festivals & Religious Customs**

The Contractor and sub-contractor's agents and employees shall in all their dealings with their workmen and labourers for the time being employed on or in connection with the works have due regard to all recognised festivals and religious and other customs.

**(iv) Epidemics**

In the event of any outbreak of illness of an epidemic nature the Contractor shall comply with and carry out such regulations, orders and requirements as may be made by the Government or the local medical or sanitary authorities for the purpose of overcoming the same.

**(v) Disorderly Conduct**

The Contractor shall at all times take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst his or his sub- contractor's employees and for the preservation of peace and protection of persons and property in the neighbourhood of the works against the same but the contractor shall not interfere with member of any authorised Police Force who shall have free & undisputed access at all times to any part of the Works in the execution of their duties.

**(vi) Accidents**

The Contractor shall immediately on occurrence of any accident at or about the Site or in connection with the execution of the work report such accident to the SAI's representative. The Contractor shall also report such accident immediately to the competent authority whenever such report is required to be lodged by law & take appropriate actions thereof.

**vii) Fair Wages**

The Contractor shall in respect of all persons employed by him in factories, workshops or other places occupied or used by him for the execution of the Contract including the Works, pay rates or wages, emoluments and expenses and observe hours and conditions of labour not less favorable than those established for the trade or industry in the district where the work is carried out to which the organizations of employers and trade unions representatives or a substantial proportions of the employers and workers engaged in the trade or industry in the district are affiliated. In the absence of such established rates and conditions the Contractor shall pay rates or wages and observe hours and conditions of labour which are not less favourable than the general level of wages, hours and conditions observed in the trades or industries similar to those in which the Contractor is engaged.

The Contractor shall comply with the provision of all labour legislation including the latest requirements of all the Acts, Laws, any Regulation or Bylaws or any local or other statutory Authority applicable in relation to the execution of works, such as:

- (i) Minimum wages Act, 1948 (Amended)
- (ii) Payment of Wages Act, 1936 (Amended)
- (iii) Workmen's Compensation Act, 1923 (Amended Act No 65 of 1976)
- (iv) Contract Labour Regulation & Abolition Act, 1970 and Central Rules 1971 (Amended)
- (v) Apprentices Act 1961
- (vi) Any other Act or enactment relating thereto and rules framed thereunder from time to time
- (vii) Industrial Employment (standing order) Act, 1946 (Amended)
- (viii) Personal Injuries (Compensation Insurance) Act, 1963 and any modifications thereof & rule made thereunder from time to time.
- (ix) Employees' Provident Fund & Miscellaneous Provisions Act, 1952 and amendment thereof.
- x) ESIC

### **viii) Workmen's Compensation**

If, for any reason, the Employer is obliged, by virtue of the provisions of the Workmen's Compensation Act, 1923, or any statutory modification or reenactment thereof to pay compensation to a workman employed by the Contractor in execution of the works, the Employer shall be entitled to recover from the Contractor the amount of compensation so paid and without prejudice to the rights of the Employer under the said Act. The Employer shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by the Employer to the Contractor under this Contract or otherwise. The Employer shall not be bound to contest any claim made against it under the said Act, except on the written request of the contractor and upon his giving to the Employer full security to the satisfaction of the Employer for all costs for which the Employer might become liable in consequence of contesting such claim.

### **ix) Observance by Sub-Contractors**

The Contractor shall be responsible for the observance by sub-contractors employed by him in the execution of this Contract of the provisions hereof and applicable laws, rules and regulations.

### **54. Safety Code**

- a) First aid appliances including adequate supply of sterilized dressings and cotton wool shall be kept in a readily accessible place.
- b) An injured person shall be taken to a public hospital without loss of time, in cases where the injury necessitates hospitalisation.
- c) Suitable and strong scaffolds should be provided for workmen for all works that cannot safely be done from ground.
- d) No portable single ladder shall be over 8 meters in length. The width between the side rails shall not be less than 30 cm. (clear) and the distance between two adjacent rungs shall not be more than 30 cm. When a ladder is used an extra mazdoor shall be engaged for holding the ladder.
- e) The excavated material shall not be placed within 1.5 metres of the edge of the trench or half of the depth of trench whichever is more. All trenches and excavations shall be provided with necessary fencing and lighting.
- f) Every opening in the floor of a building or in a working platform be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing / railing of minimum height of one metre.
- g) All staff and workers employed in the work shall be provided with safety shoes, helmet, belt, etc.
- h) No floor, roof or other part of the structure shall be so overloaded with debris or materials as to render it unsafe.
- i) Those engaged in welding works shall be provided with welder's protective eye-shields and gloves.
- j) (i) No paint containing lead or lead products shall be used except in the form of paste or readymade paint.  
(ii) Suitable facemasks should be supplied for use by the workers when the paint is applied in the form of spray or surface having lead paint dry rubbed and scrapped.
- k) Overalls shall be supplied by the Contractor to the painters and adequate facilities shall be provided to enable the working painters to wash during the periods of cessation of work.
- l) Hoisting machines and tackle used in the works, including their attachments, anchorage and supports shall be in perfect condition.

- m) The ropes used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate strength and free from defects.
- n) Contractor shall appoint "Safety Officer" to maintain safety records to the satisfaction of the SAI .

## **55. Force Majeure**

### Conditions of Force Majeure

The terms "Force Majeure" as employed herein shall mean act of God, war, revolt, riot, fire, flood and Acts & Regulations of respective Governments of the two parties namely the Employer and the Contractor.

### **Note : "Typhoon" is covered under act of God".**

In the event of either party being rendered unable by force majeure to perform any of obligation required to be performed by them under the Contract, the relative obligation of the party affected by such Force Majeure shall upon notification to the other party be suspended for the period of delay which is directly caused by such Force Majeure event.

Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing within (72) seventy two hours of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of its claim.

Time for performance of the relative obligation suspended by the Force Majeure shall then stand extended by the period of delay which is directly caused by Force Majeure event. The party who has given such notice shall be excused from timely performance of its obligations under the Contract, for so long as the relevant event of Force Majeure continues and to the extent that such parties performance is prevented, hindered or delayed, provided the party or parties affected by the event of Force Majeure shall use reasonable efforts to mitigate the effect thereof upon its performance of the Contract and so to fulfill its obligations under the Contract.

If works to be executed by the Contractor are suspended by Force Majeure conditions lasting for more than (2) two months, the Employer shall have the option of cancelling or terminating this Contract in whole or part thereof at Employer's discretion. Upon such termination provisions of Clause 44 shall apply.

Delay or non-performance by a party hereto caused by the occurrence of any of Force Majeure shall not:

- a) Constitute a default or breach of the Contract,
- b) Give rise to any claim for damages or additional cost or expense occasioned thereby : if such delay or non-performance is caused by the occurrence of any event of Force Majeure. Force Majeure conditions shall not be payable under any circumstances.

## **SPECIAL CONDITIONS OF CONTRACT**

### **1.0 Scope of Work**

The scope of work is to carry out the Repair/renovation of Administrative building exterior at SAI NRC Sonapat.

### **2.0 Address of site**

The site is located at **SAI, Northern Regional Centre, Joshi Chauhan, GT Road, Bhalgarh, Sonapat-131021.**

### **3.0 Dimension and Levels**

All dimensions and levels shown on the drawing shall be verified by the contractor on the site and he will be held responsible for the accuracy and maintenance of the entire dimension and the levels.

Figured dimensions are in all cases to be accepted and no dimension shall be scaled. Large-scale details shall take precedence over small – scale drawing. In case of discrepancy the contractor shall ask for clarification from the Client before proceeding with the work.

### **4.0 Notice of Operation**

The contractor shall not carry out any important operation without the consent in writing from the client.

### **5.0 Construction Records**

The contractor shall keep and provide to the Client full and accurate records of the dimension and positions of all new work and any other information necessary to prepare complete drawings recording details of the work as constructed.

### **6.0 Temporary Works**

Before any temporary works are commenced, the contractor shall submit at least 3 days in advance to the client for approval complete drawings of all temporary works he may require for the execution of the works. The contractor shall carry out the modifications relating to strength, if required by the may require in accordance with the conditions of contract at his own cost. The contractor shall be solely responsible for the stability and safety of all temporary works an unfinished works and for the quality of the permanent works resulting from the arrangement eventually adopted for their execution.

### **7.0 Water, Power and Other Facilities**

- a) The rate quoted by the contractor shall include all expenses that are required for providing all the water required for the work and the contractor shall make his own arrangements for the supply of good quality water suitable for the construction and good quality drinking water for their workers. If necessary, the contractor has to sink a tube well / open well and bring water by means of tankers at his own cost for the purpose. The SAI will not be liable to pay any charges in connection with the above.

**Contractors have to make his own arrangement for the water as directed for local authorities for the furnishing / construction purpose and in no case contractor will be allowed to use the water available / source of water available in SAI premises.**

The rate quoted in the tender shall include the expenses for obtaining and maintaining power connections and shall pay for the consumption charges.

The contractors for other trades directly appointed by the SAI shall be entitled to take power and water connections from the temporary water and power supply obtained by the contractor. However, the concerned contractor shall make their own arrangements to draw the supply and pay directly the actual consumption charges at mutually agreed rates between them. All municipal charges for drainage and water connection for construction purposes shall be borne by the contractor and charges

payable for permanent connections, if any, shall be initially paid by the contractor and the SAI will reimburse the amount on production of receipts.

- b) The SAI shall give all possible assistance to the contractors to obtain the requisite permission from the various authorities, but the responsibility for obtaining the same in time shall be of the contractor.

#### **8.0 Temporary Services**

The Contractor shall provide and maintain all temporary services on or about the site, if any required for the execution of the works and shall remove them on completion.

#### **9.0 Office Accommodation**

- a) The contractor shall provide and maintain all necessary offices, workshops, stores, shelters, sanitary facilities, canteens and other temporary structures for themselves in connection with the work at the site own cost after getting the approval from the architect / consultant.

- b) All temporary buildings and facilities as mentioned above shall be removed on completion of the work or at any other earlier date as directed by the client without any extra cost.

All the expenses for obtaining statutory approvals and maintenance of the above facilities as well as running expense shall be borne by the contractor at no extra cost. It is also the responsibility of the contractor to obtain statutory approvals for providing the above facilities.

#### **10.0 Facilities for Contractors' Employees**

The contractor shall make his own arrangement for the housing and welfare of his staff and workmen including adequate drinking water facilities. The contractor shall also make his arrangements at his own cost for transport where necessary for his staff and workmen to and from sites of the works. The necessary drinking water and sanitary facilities for Employer's & Architect / PMCs representative, staff & labour & visitors at site shall be provided and maintained by the contractor at no extra cost.

#### **11.0 Lighting of Works**

The contractor shall at all times provide adequate and approved lighting as required for the proper execution and supervision and inspection of works.

#### **12.0 Site Order Book.**

A site order book shall be maintained at site for the purpose of quick communication between the Contractor and client. Any communication relating to the works may be conveyed through Records in the site order book. Such a communication from one party to the other shall be deemed to have been adequately served in terms of contract. Each site order book shall have machine numbered pages in triplicate and shall carefully maintained and preserved by the contractor and shall be made available to the client as and when demanded. Any instruction which the client may like to issue to the contractor or the contractor may like to bring to the client may like to issue to the Contractor or the Contractor may like to bring to the client two copies of such instructions shall be taken from the site order book and one copy will be handed over to the party against proper acknowledgment and the second copy will be retained for their record.

#### **13.0 Site Meetings**

Site meetings will be held to review the progress and quality evaluation. The contractors shall depute a senior representative alongwith the site representative staff of approved sub-contractors and suppliers as required to the site meetings and ensure all follow up actions. Any additional review meetings shall be held if required by the Architect / Consultant.

#### **14.0 Disposal of Refuse**

The contractor shall cart away all debris, refuse etc. arising from the work from the site and deposit the same as directed by the Client at his own cost. It is the

responsibility of the contractor to obtain from the local authorities concerned to the effect that all rubbish arising out of contractor's activities at the construction site or any other off-site activities borrow pits has been properly disposed off.

This certificate from the authority shall be dated not later than the (last) Certificate of Completion of Works and is to be enclosed with the Payment Certificate in which the Contractor requests for payment of any Retention money due to him.

#### **15.0 Contractor to Verify Site Measurement**

The contractor shall check and verify all site measurements whenever requested by other specialist's contractors of other sub contractors to enable them to prepare their own shop drawings and pass on the information with sufficient promptness as will not in any way delay the works. A copy of all such information passed on shall be given to the SAI representative.

#### **16.0 Approved Make/ Agencies**

The Contractor shall provide all materials from the list of approved makes or as mentioned in BOQ and also appoint the specialist agency from the approved list / BOQ as provided in the Tender. The Employer may approve any make / agency within the approved list / BOQ after inspection of their samples / mock-ups and after ascertaining their spare capacities and recent past performances.

The items which are not covered in the List of Approved Makes shall be as per Samples approved by the SAI.

Colours or type if not mentioned elsewhere shall be as approved by the SAI.

#### **18.0 Procurement of Materials**

The Contractor shall make his own arrangements to procure all the required materials for the work. All wastage's and losses in weight shall be to the contractors account.

#### **19.0 i) Excise and sales, service Taxes, Work Contract Taxes, Levies etc.**

The contractors shall pay and be responsible for payment of all taxes, duties, levies, royalties, fees cess, or charges in respect of the works including but not limited to excise duty and octroi, payable in respect of materials, equipments plant and other things required for the contract **excluding GST**. All of the aforesaid taxes, duties, levies, fees and charges shall be to the contractors account and the Employer shall not be required to pay any additional or extra amount on this account. Variation of taxes, duty fees, levies etc if any, till completion of work shall be deemed to be included in the quoted rates and no extra amount on this account will in any case be entertained.

**ii)** If a new tax or duty or levy or cess or royalty or octroi is imposed under as statue or law during the currency of contract the same shall be borne by the contractor.

#### **20.0 ESCALATION**

The rate quoted shall be firm throughout the tenure of the contract (including extension of time, if any, granted) and will not be subject to any fluctuation due to increase in cost of materials, labour, sales tax, excise duty, and octroi, etc., unless specifically provided in these documents. Variation clause enclosed in the tender.

#### **21.0 Guarantee and Maintenance during Defect Liability Period.**

In pursuant to Clause no. 31 of GCC, the contractor shall guarantee all materials furnished and workmanship for a period of 365 days from the date of virtual completion of work i.e during Defect Liability Period. All failed parts or parts exhibiting unusual wear and tear during guarantee period shall be replaced without any cost to the Owner, and such replacement shall be factory approved new, equal or better than original. All labour, tools, materials, transportation, insurance, etc. required in performance of guarantee work shall be at the contractor's expense.

## **22.0 Project Execution and Management**

In pursuant to Clause No. 13 (i) of GCC, the Sr. Representative shall be assisted by adequate number of Engineers / Supervisors at site on full time basis.

For quality control and monitoring of workmanship, contractor shall assign at least one full time Engineer / Architect who would be exclusively responsible for ensuring strict quality control, adherence to specifications and ensuring top class workmanship.

## **23. Tools and Tackles**

All tools, tackles, supports, scaffolding and staging etc. required for erection and assembly of the equipment and installation covered by the contract shall be provided by the Contractor himself. In addition, all other materials such as foundation bolts, nuts etc. required for the installation of the equipment shall also be provided by the contractor at his cost.

## **24. Safety Precautions**

1) A competent and authorized supervisor shall be on the site whenever the contractor's men are at work. The supervisor should ensure that all plant and machinery used on the site are rendered safe for working and meet with the Indian or International safety standards applicable for the use and operation of such machinery. The supervisor should also ensure that the workmen at site are made to use safety appliances such as safety belts, lifelines, helmets etc.

2) Smoking shall be altogether strictly prohibited in all areas of work as well as where combustible and inflammable goods / materials are stored or lying about.

3) Any hot job such as welding, soldering, gas cutting shall not be carried out without the permission of the SAI. Such jobs shall not be carried out where inflammable materials are stored or lying about.

All electric connections shall be through adequately sized mechanically protected cables without any joints and with proper and adequate terminals boxes. All power supplies shall be through properly rated fuses with isolating devices. No such hot jobs shall be carried out on holidays and without the presence of the Contractor's Supervisor and Owners permissions.

4) It is entirely the responsibility of the Contractor to practice the principles of 'SAFETY FIRST' during the entire tenure of work with adequate insurance covering injury or death to workmen, loss by theft or damage to materials and property and third party.

5) The Contractor should clear the site of all debris every day to avoid accidents. In case this is not done, the Owners may engage necessary labour to maintain the cleanliness of the premises and removal of debris and recover all or part of the expenditure so incurred from the Contractor.

6). Contractor shall at his own cost ensure that all of his personnel, employees, work men and other associated persons working with him at site are adequately insured as per labour laws and statutory provisions. The Contractor shall be responsible for all injuries / damages to men, materials and properties etc. which may arise from the operations or negligence of himself and / or his sub contractors and indemnify the Owners for all such expenses which shall be solely to contractor's own account.

7) Contractor shall at his own cost, provide and maintain a full-fledged first-aid-box to give immediate medical aid to the workers / supervisory staff, in case of emergencies.

8) The contractor shall carry out the work strictly as per the safety aspects.

## **25. Technical Audit**

The Employer shall have a right to cause a technical examination and audit of work and running and final bills of the contractor including all supporting vouchers, abstract etc. to be made at the time of the bill. If as a result of this examination or otherwise any sum is found to have been overpaid in respect of any work done by the contractor under the contract the contractor shall be liable to return the amount of

over payment and it will be lawful for the employer to recover the same from any sum or sums due to him and in any other manner legally permissible and if it is found that the Contractor was paid less than what was due to him under the contract in respect of any work, executed by him under the contract, the amount of such under payment shall be duly considered / paid by the employer.

Any sum of money due and payable to the contractor (including security deposit returnable to him) under this contract may be appropriated by the Employer and set off against any claim of the Employer for the payment of a sum of money arising out of or under any other contract made by the Contractor with the Employer.

## **26.0 Special Conditions**

26.01 The Contractor shall keep himself fully informed of all acts and laws of the Central & State Employers, all local bye laws, ordinances, rules and regulations, all orders, decrees of statutory bodies, tribunals having any jurisdiction or authority, which in any manner may affect those engaged or employed on the work or which any way affect the execution of work. Contractor shall at all times, observe and comply with all such laws, ordinances, rules, regulations, orders and decrees, and shall give all notices and pay out of his own money any fees or charges to which he may be liable. He shall protect and indemnify the employer and its officers and employees against any claim or liability arising out of violations of any such law, ordinances, legislations, order or decree, whether by himself or by his employees & authorized representatives. The Contractor shall also adhere to all traffic restrictions notified by the local authorities. All statutory taxes, levies, charges (including water and sewerage charges, charges for temporary service connections and / or any other charges) payable to such authorities for carrying out the work, shall be borne by the Contractor. Nothing extra shall be payable on these accounts. The fee payable to statutory authorities for obtaining the various permanent service connections and Occupancy certificate for the building shall be borne by the Employer.

### **a) INSURANCE POLICIES**

Before commencing the execution of work, the Contractor shall, without in any way limiting his obligations and liabilities, insure at his own cost and expense against any damage or loss or injury, which may be caused to any person or property, at site of work. The Contractor shall obtain and submit to the SAI proper Contractor All Risk Insurance Policy for an amount 1.25 times the contract amount for this work, with SAI as the first beneficiary. The insurance shall be obtained in joint names of SAI and the Contractor (who shall be second beneficiary). Also, he shall indemnify the Employer from any liability during the execution of the work. Further, he shall obtain and submit to the SAI, a third party insurance policy for maximum Rs.10 lakh for each accident, with SAI as the first beneficiary. The insurance shall be obtained in joint names of SAI and the Contractor (who shall be second beneficiary). The Contractor shall, from time to time, provide documentary evidence as regards payment of premia for all the Insurance Policies for keeping them valid till the completion of the work. The Contractor shall ensure that similar Insurance Policies are also taken by his Sub-Contractors / specialized agencies. The Contractor shall however be responsible, to the Employer, for any claim or loss resulting from the failure of his Sub-Contractors / specialized agencies in obtaining such Insurance Policies. Without prejudice to any of its obligations and responsibilities specified above, the Contractor shall within 10 days from the date of Work Order of the tender and thereafter at the end of each quarter submit a report to the Employer giving details of the Insurance Policies along with Certificate of these insurance policies being valid, along with documentary evidences as required by the SAI representative. No work shall be commenced by the Contractor unless he obtains the Insurance Policies as mentioned above. Also, no payment shall be made to the Contractor on expiry of insurance policies unless renewed by the Contractor. Nothing extra shall be payable on this account. No claim of hindrance (or any other claim) shall be entertained from the contractor on these accounts.

## **b) WARNING / CAUTION BOARDS**

The contractor shall take all precautions to avoid accidents. All temporary warning / caution boards / glow signages display such as "Construction Work in Progress", "Keep Away", "No Parking", Diversions & protective Barricades etc. shall be provided and displayed during day time by the Contractor, wherever required and as directed by the SAI representative. These glow signages and red lights shall be suitably illuminated during night also. The Contractor shall be solely responsible for damage and accident caused, if any, due to negligence on his part. Also he shall ensure that no hindrance, as far as possible, is caused to general traffic during execution of the work. These signages shall be dismantled & taken away by the Contractor after the completion of work, only after approval of the SAI . Nothing extra shall be payable on this account.

## **c) SIGN BOARDS**

The Contractor shall provide and erect a display board of size and shape as required and paint over it, in a legible and workman like manner, the details about the salient features of the project, as required by the SAI . The Contractor shall fabricate and put up a sign board in an approved location and to an approved design indicating name of the project, client / owner, architects, structural consultants, Employer etc. besides providing space for names of other Contractors, Sub-Contractors and specialized agencies. Nothing extra shall be payable on this account

### **26.02 Safety, Health and Environment**

In respect of all workmen directly or indirectly employed in the work for the performance of the contractor's part of this agreement, the contractor shall at his expense arrange for the safety provisions as per Indian Standard Safety codes IS: 7969, 8989, 3696 (Part-I &II), 3764, 4081, 4138, 5121, 5916, 7293, 7969 and shall at his own expense provide for all facilities in connection there with. In case the contractor fails to make arrangement and provide necessary facilities, the SAI shall be at liberty to make arrangement and provide facilities as aforesaid and recover the cost incurred on that behalf from the contractor, and no claims what so ever shall be entertained.

Details regarding some special provisions to be followed by contractor are as follows:

26.03 **Usage of quality Personal Protection Equipments (PPEs)** through approved vendors. PPEs would include amongst others the following items:

- a) Safety Helmets.
- b) Hearing Protection.
- c) Respiratory Protection.
- d) Eye Protection.
- e) Protective Gloves.
- f) Safety Footwear.
- g) High Visibility Clothing (Jacket)

All the items should get approved before issued to the use in the work.

The contractor shall provide all the PPE (Personnel Protective Equipment) and safety appliances required to carry out the job to all the workmen deployed by the contractor and also ensure that his workmen use those PPE and safety appliances while on the job. The contractor shall not pay any cash amount in lieu of PPE to the workers/sub-contractors and expect them to buy and use during work. If the contractor fails to ensure provision of safety appliances and its workmen do not use the PPE and safety appliances as needed for safe working, the employer may ask the contractor to stop the work and comply with safety requirements first. The contractor shall at all time maintain a minimum of 10% spare PPEs and safety appliances and properly record and show to the employer during the inspections. Failing to do so shall invite fulfilling the deficiencies by the SAI at the risk and cost of the contractor.

## 26.04 Working at Height

Contractor shall ensure that work at height is properly planned for any emergencies and rescue appropriately supervised, and carried out in a manner, which is reasonably practicable safe. Contractor shall ensure that work at height is carried out only when the weather conditions do not jeopardise the health or safety of persons involved in the work. Guardrail, Toe-board, Barrier or similar collective means of protection shall be of sufficient dimensions, of sufficient strength and rigidity for the purposes for which they are being used, and otherwise suitable.

Working Platform shall be of sufficient dimensions to permit the safe passage of persons and the safe use of any plant or materials required to be used and to provide a safe working area having regard to the work being carried out there. Possess a suitable surface and, in particular, be so constructed that the surface of the working platform has no gap through which a person, material or object could fall and injure a person. A working platform and any supporting structure shall not be loaded so as to give rise to a risk of collapse or to any deformation, which could affect its safe use. Strength and stability calculations for scaffolding shall be carried out by the contractor. The dimensions form and layout of scaffolding decks shall be appropriate to the nature of the work to be performed and suitable for the loads to be carried and permit work and passage in safety.

A personal fall protection system designed for use with an anchor shall be securely attached to at least one anchor, and each anchor and the means of attachment thereto shall be suitable and of sufficient strength and stability for the purpose of supporting any foreseeable loading. Suitable and sufficient steps shall be taken to prevent any person falling or slipping from a personal fall protection system. Any other steps in the opinion of SAI suggested will also be taken in Protection system

Only metal ladders shall be allowed. Any surface upon which a ladder rests shall be stable, firm, of sufficient strength and of suitable composition safely to support the ladder so that its rungs or steps remain horizontal, and any loading intended to be placed on it. A ladder shall be so positioned as to ensure its stability during use. A suspended ladder shall be attached in a secure manner and so that, with the exception of a flexible ladder, it cannot be displaced and swinging is prevented. No interlocking or extension ladder shall be used unless its sections are prevented from moving relative to each other while in use.

**26.05 Site Electrician / Other Electrical Personnel:** The contractor shall engage qualified and competent electricians and other electrical personnel while working on electrical lines (which may be High Tension, Medium Tension and Low Tension electrical lines) for safe execution of contract. The electricians and other electrical personnel must possess requisite certificate issued from competent authority. Using exposed naked loose joints, inserting of bare wire into socket, improper grounding for appliances, exposed circuits on work place etc. shall not be permitted.

Rating of fuses and circuit breakers used for the protection of circuits should be coordinated. Flexible cords with a conductor cross sectional area smaller than 1.5 mm<sup>2</sup> should not be used. Socket outlets, Plugs and Cable coupler should be of the water splash proof type, so minimum IP 44 panel boards are required in construction sites. Overhead cabling should provide for a minimum ground clearance of at least 5.2 meters.

The contractor shall employ qualified, full time Electricians / Electrical Supervisors to maintain his temporary electrical installation. Use approved perimeter markings to isolate restricted areas from designated work areas and entryways. Erect them before work begins and maintain them for the duration of work. Approved perimeter marking must be Install red barrier tape printed with the words "DANGER—HIGH VOLTAGE" approximately 1 to 1.5 meter above the floor or work surface or Install a barrier of yellow or orange synthetic rope 1 to 1.5 meter from the floor with standard danger signs. Any steps suggested by SAI shall be complied with by the contractor.

## **26.06 Welding and Cutting**

Gas cylinders in use should be kept upright on a custom-built stand or trolley fitted with a bracket to accommodate the hoses and equipment or otherwise secured. The metal cap should be kept in place to protect the valve when the cylinder is not connected for use. Non-return valve and Flashback arrester shall be fixed at both end of cylinder and torch. Domestic LPG cylinders shall not be used for Gas welding and Cutting purpose. DCP or CO2 type Fire Extinguisher not less than 5 kg shall be fixed at or near to welding process zone in an easily accessible location. Fire Extinguisher should confirm to IS 2190: 1992. Welding grounds and returns should be securely attached to the work by cable lugs, by clamps in the case of stranded conductors, or by bolts for strip conductors. The ground cable will not be attached to equipment or existing installations or apparatus.

## **26.07 Prevention of Nuisance and Pollution**

The contractor shall take all necessary precautions to prevent any nuisance or inconvenience to the owners, tenants or occupiers of adjacent properties and to the public in general and to prevent any damage to such properties, roads and any pollution of streams, environment and waterways. He shall make good at his own cost and to the satisfaction of the SAI representative,

Any damage to roads, paths, drainage works or public or private property whatsoever caused by the execution of the work or by traffic brought thereon by the contractor. All waste or superfluous materials shall be cleaned away by the contractor without any reservations entirely to the satisfaction of the SAI at no extra cost.

The Contractor shall do proper sequencing of the various activities by suitably staggering the activities within various pockets in the plot so as to achieve early completion. The agency may deploy adequate equipments, machinery and labour as required for the completion of the entire work within the stipulated period specified. Also ancillary facilities shall be provided commensurate with requirement to complete the entire work within the stipulated period. Nothing extra shall be payable on this account. Adequate number/sets of equipments in working condition, along with adequate stand-by arrangements, shall be deployed during entire construction period. It shall be ensured by the Contractor that all the equipments, Tools & Plants, machineries etc provided by him are maintained in proper working conditions at all times during the progress of the work and till the completion of the work. Further, all the constructional tools, plants, equipments and machineries provided by the Contractor, on site of work or his work shop for this work, shall be exclusively intended for use in the construction of this work and they shall not be shifted / removed from site without the permission of the SAI representative.

## **27.0 DISPLAY PERMISSIONS**

The Contractor shall display all permissions, licenses, registration certificates, bar charts, other statements etc under various labour laws and other regulations applicable to the works, at his site office.

## **28.0 REMOVAL OF 'MULBA' ETC. FROM SITE**

The Contractor shall not stack building material / malba / muck on the land or road of the local development authority or on the land owned by the others, as the case may be. So the muck, rubbish etc. shall be removed periodically as directed by the SAI representative, from the site of work to the approved dumping grounds as per the local byelaws and regulations of the concerned authorities and all necessary permissions in this regard from the local bodies shall be obtained by the Contractor. Nothing extra shall be payable on this account. In case, the Contractor is found stacking the building material / melba as stated above, the Contractor shall be liable to pay the stacking charges / penalty as may be levied by the local body or any other authority and also to face penal action as per the rules, regulations and bye-laws of such body or authority. The SAI representative shall be at liberty to recover, such sums due but not paid to the concerned authorities on the above counts, from any

sums due to the Contractor including amount of the Security Deposit and performance guarantee in respect of this contract agreement.

### **29.0 COORDINATION WITH OTHER AGENCIES**

The Contractor shall conduct his work so as not to interfere with or hinder the progress of the work being performed by other Contractors or by the SAI representative. As far as possible, he shall arrange his work and place, so as not to interfere with the operations of other Contractors or shall arrange his work with that of the others, in an acceptable and coordinated manner and shall perform it in proper sequence.

30.0 The Contractor shall employ daily workers for cleaning / sweeping the site and building under construction. Site and its surrounding shall be neat and clean. Water shall be sprinkled whenever required to keep the dust level to minimum.

### **35. INCIDENTAL CHARGES**

For all items of work, the entire incidental charges of any kind including cartage, storage, wastage and safe custody of material etc. shall be borne by the Contractor and no claim of any kind, whatsoever, shall be entertained on this account.

### **36.0 STORAGE OF MATERIAL AT SITE**

No inflammable materials including P.O.L shall be allowed to be stored in huge quantity at site. Only limited quantity of P.O.L may be allowed to be stored at site subject to the compliance of all rules / instructions issued by the relevant authorities and as per the direction of SAI representative in this regard. Also all precautions and safety measures shall be taken by the Contractor for safe handling of the P.O.L products stored at site. All consequences on account of unsafe handling of P.O.L shall be borne by the Contractor.

### **37.0 NO WAIVING OF LEGAL RIGHTS AND POWERS**

The SAI representative shall not be precluded or stopped from taking any measurements, and framing of estimates or detaining any certificates made either before or after the completion and acceptance of the work and payment, from showing the true amount and character of the works performed and materials furnished by the Contractor and from showing that any such measurements, estimates or certificates untrue or incorrectly made and that SAI representative shall not be precluded or stopped from recovering from the Contractor such damages as it may be sustained by reasons of his failure to comply with the terms and conditions of the contract.

### **38.0 FINAL TESTING OF THE INSTALLATION**

The Contractor shall demonstrate trouble free functioning of all the Civil and E & M installations and services. The SAI representative or his authorized representatives shall carry out final inspection of the various Civil and E & M services and installations. Any defect(s) noticed during demonstration shall be rectified by the Contractor at his own cost to the entire satisfaction of the SAI . Nothing extra shall be payable on this account.

### **39.0 Existing Services**

Existing drains, pipes, electricity cables, overhead wires and telephone cables, sewer lines, water lines and similar services encountered in the course of the execution of the work shall be protected / maintained against the damage by the contractor. The contractor shall not store materials or otherwise occupy any part of the site in a manner likely to hinder the operation of such services. In case temporary shifting / supporting of such services is required to facilitate the work, the same shall be done by the contractor at no extra cost. The decision of the SAI representative in this regard shall be final and binding.

All works pertaining to services including rerouting / diversion of services, routine testing, installation etc., completed in one or more than one process shall be subject

to examination and approval to each stage thereof by the SAI or concerned employer as would be notified by the SAI or his authorized representative when such stage is ready. In default of such notice the SAI representative shall be entitled to appraise the quantity and extent thereof and the decision of SAI representative or his authorized representative in this regard shall be final and binding.

For utilities which are required to be removed or permanently shifted to new position, in the opinion of the SAI representative, shall be removed/ shifted by the contractor in consultation with the service provider agency. Payment for this shall be made as per terms and conditions of the contract. No claim for delay or otherwise due to above reasons shall be entertained on this account

- 41.0 The contractor shall be responsible for the true and proper setting out of building components of the work in coordination with the SAI or his authorized representative. The contractor shall be responsible for the correctness of the position, levels, dimensions, and alignments of all the parts of the structure and for arrangement of all necessary instruments, appliances and labour in connection there with. If at any time, during the progress of the works, any error appears or arises in the position levels, dimensions or alignment of any part of the works, the contractor, on being required to do so by the SAI representative shall at his own expense rectify such error to the entire satisfaction of SAI representative. The checking of any setting out of any line or level by the SAI or his authorized representatives shall not relieve in anyway, the contractor of his responsibility for the correctness there of and the contractor shall carefully protect and preserve all bench marks, site details pegs and other things used in the setting out and construction of works. All duties concerning establishment of a set of bench marks , permanent theodolite stations, centre line pillars etc including all materials tool, plants, equipment, labour etc. for performing all the functions necessary and ancillary there to at the commencement and during the progress of the work, till physical completion of all the types of the work in question shall be carried out by the contractor at his own cost.
- 42.0 The contractor shall have to deploy adequate well experienced technical staff for the work. A list of staff along with their designation, experience and duties shall be displayed at site of work.
- 43.0 The contractor shall submit to the SAI the following reports.
- a) Weekly progress report.
  - b) Programme of works, material & labour required for the work.
  - c) List of plants & equipment proposed to be deployed.
- 44.0 Reference made to any Indian standard specification in these documents, shall imply reference to the latest version of that standard including such revision / amendments as issued by the Bureau of Indian Standards at the time of opening of tenders. The contractor shall have to keep all relevant publications / specification at the site.
- 46.0 The contractor shall verify all dimensions at site and bring to the notice of the SAI all discrepancies or deviations noticed. Decisions of the SAI shall be final in this regard.
- 47.0 The contractor shall give performance tests of the entire installation(s) as per specifications before the work is finally accepted and nothing extra whatsoever shall be payable to the contractor for these performance tests.
- 48.0 The contractor shall be responsible for the watch and ward of the building safety of all fittings and fixtures including sanitary and water supply fittings and fixtures provided by him against pilferage and breakage during the period of installation and till completion is recorded by competent authority
- 49.0 The contractor shall be bound to follow the instructions and restrictions imposed by the Administration / Police authorities on the working and /or movement of labour, materials etc. and nothing extra shall be payable on this account or due to less/ restricted working hours or any detours in movement of vehicles

## **50.0 Acceptance of Tender**

The Employer shall have the right to reject any or all tenders without assigning any reason. They are not to bound to accept the lowest or any tender and the tenderer shall have no right to question the acts of the Employer. However, the adequate transparency would be maintained by the Employer.

## **ADDITIONAL CONDITIONS OF CONTRACT**

### **1. COMPLETENESS OF TENDER :-**

All sundry fittings, assemblies, accessories, hardware items, foundation bolts, termination lugs for electrical connections as required, and all other sundry items which are useful and necessary for proper assembly and efficient working of the various components of the work shall be deemed to have been included in the tender, whether such items are specifically mentioned in the tender documents or not.

### **2. RATES: -**

The rates tendered shall be for complete items of work inclusive of Cost of material, erection, connection, testing, labour, supervision, tool & plants, storage, contingencies, breakage, wastage, execution at any level & height, all taxes (including works contract tax, if any), duties, and levies etc. and all charges for items contingent to the work, such as, packing, forwarding, insurance, freight and delivery at site for the materials to be supplied by the contractor.

3. The contractor shall quote for the best of the materials specified wherever applicable. The contractor shall obtain prior approval from the SAI before placing order for the specific materials agencies.

### **4. Disposal of surplus materials:**

All surplus/ unserviceable materials shall be removed from the site and disposed-off with prior written permission of Engineer-in-Charge from the site in an approved manner with the approval of local authority. No extra payment on any account shall be paid.

5. For any tests as directed by the Engineer-in-Charge that have to be carried out from outside laboratory, the cost of such tests/ materials/ transport etc. shall be borne by the contractor.

6. Contractor shall ensure that services of other floor owners are not disturbed during execution and shall co-ordinate with the facility Management/ Maintenance agency of Building

7. Any garbage shall not be burnt on or off site and shall be disposed off safely. If the same is not done, the contractor will be solely responsible for all the consequences including penalties by the local Authorities.

8. During construction contractor shall barricade the site at their own cost if required by any other local authority norms.

9. Complete set of drawings shall be filed and kept on site in safe and clean location for reference.

10. Contractor shall not leave construction materials on road. Easy and safe movement of traffic / users shall be ensured at all times. In case of temporary unloading of material (not more than 6 hrs) on part of road, easily legible signage shall be put for safety or passerby.

11. Noise related activities will only be taken up for construction during the period as permitted by local Authorities.

12. Contractor shall take care of social distancing and all the other guidelines issued by State Govt./Local Administration regarding COVID-19 pandemic at work site and labour campus. Nothing will be paid extra on this account.

### **13. HANDING OVER THE WORKS ON COMPLETION:**

On satisfactory completion of all the works as per the provision of the Contract, the Contractor shall hand over the works to the Client. The Contractor shall ensure that all the testing, commissioning & trial run operation of all the system are simultaneously carried out so as to make the same functional immediately on completion.

14. The contractor has to obtain all clearances & approvals from like Electrical Inspector, Fire Officer etc. if required pertaining to electrical installations. The contractor shall obtain all information relating to local regulations, Bye-laws, applicable if any and all laws relating to his work or profession and in execution of work as required. Contractor shall obtain approval of the installation from the relevant inspection authorities at all stages and on completion of the installation work. Any fee payable to the statutory authority for obtaining approvals is required to be paid by the contractor. However the necessary reimbursement of the fee deposited by the contractor to any statutory authority (as mentioned above) will be made on production/submission of the valid documentary proof/evidence.

(On non- judicial, stamp paper of Rs 100/ -)

**PERFORMA OF BANK GUARANTEE IN LIEU OF SECURITY DEPOSIT**

B.G. No... Value Rs.....

..

**To,****The R.D Sports Authority of India****Northern Regional Centre,****Joshi Chauhan, GT Road,****Bhalgarh, Sonapat-131021 .**

Sub:- Bank Guarantee of Rs.....towards Security Deposit for the work of Sports Authority of India.

Dear Sir,

WHEREAS -----(Name and address of contractor / Vendor) (hereinafter called the Contractor) have entered into contract for Design, Development And Implementation Of Strength and Conditioning Centre at Northern Regional Centre, Joshi Chauhan, GT Road, Bhalgarh, Sonapat-131021. with Sports Authority of India as mentioned in the letter of SAI, vide their letter No.....dated.....and the correspondence and tender relating thereto which is hereinafter referred to as " the said contract" and that the contractor has agreed to produce of Bank Guarantee amounting to 5% of the contract value less Initial Security deposit of contract obligations.

AND WHEREAS in terms of the said contract, the contractor is required to furnish to Sports Authority of India a guarantee of a scheduled bank for a value of Rs.....to be valid upto -----(date)

AND WHEREAS -----(Name of Bank and its branch) having their office at----- (address) the guarantor, at the request of the contractor hereby furnishes a guarantee in favour of Sports Authority of India and guarantees in the manner hereinafter appearing.

In consideration of the premises, we -----(Name of bank and its branch) having our office at -----(address) hereafter called the " Guarantor" (which expression shall include its successors and assigns) hereby expressly irrevocably and unreservedly undertake and guarantee that if the contractor fails to execute the work according to his obligations under the said contract, then notwithstanding any dispute between Sports Authority of India and the contractor the guarantee shall, without demur and without reference to the contractor, pay to Sports Authority of India immediately any sum claimed by Sports Authority of India under the said contract upto a maximum amount of Rs.....(Rupees only)

In case the amount demanded by Sports Authority of India is not paid within 48 hours of receipt of demand, the guarantor agrees to pay the aforesaid amount of Rs. -----.

Such payment shall be notwithstanding any right the contractor may have directly against Sports Authority of India or any disputes raised by the Contractor with Sports Authority of India or any suits or proceedings pending in any competent court or before any arbitrator. Sports Authority of India written demand shall be conclusive evidence to the guarantor that such payment is payable under the terms of the contract and shall be binding in all respect on the guarantor.

The Guarantor shall not be discharged or released from this undertaking and guarantee, by any arrangement, variations made between Sports Authority of India and the contractor and or indulgence shown to the contractor by Sports Authority of India, with or without the consent and knowledge of the guarantor or by alterations in the obligations of the contractor by any forbearance, whether as to payment, time performance or otherwise.

This guarantee shall remain valid upto ----- or as may be caused to be extended by the contractor or until discharged by, Sports Authority of India in writing whichever is earlier.

This guarantee shall be a continuing guarantee and shall not be revocable during its Currency except with the pervious written consent of Sports Authority of India.

This guarantee shall not be affected by any change in the constitution of the contractor by absorption with any other body or corporation or dissolution or otherwise and this guarantee will be available to or enforceable against such body or corporation.

In order to give effect to this guarantee Sports Authority of India will be entitled to act as if the guarantor was the principal debtor and the guarantor hereby waives all and any of its rights or surety ship.

This guarantee shall continue to be in force notwithstanding the discharge of the contractor by operation of law and shall cease only on payment of the amount by the guarantor to Sports Authority of India of the amount hereby secured.

This guarantee shall be in addition to and not in substitution for any other guarantee or security for the contractor given or to be given to Sports Authority of India in respect of the said contract.

Any notice by way of request and demand or otherwise here under may be sent by post or any other mode or communication to the guarantor addressed as aforesaid and if sent by post it shall be deemed to have been given at the time when it would be delivered in due course of post and in providing such notice when given by post it shall be sufficient to prove that the envelope containing the notice was posed and a certificate signed by an officer of Sports Authority of India that the envelope was so posted shall be conclusive.

These presents shall be governed by and constructed in accordance with Indian Law.

Notwithstanding anything contained herein before the liability of the guarantor under this guarantee is restricted to a sum of Rs.....

This guarantee will remain valid upto..... unless a demand or claim under this guarantee is made in writing on or before.....the guarantor shall be discharged from all liability under the guarantee thereafter.

Dated the.....

For (Name of Bank)

(Signature/s with designations/s of signatory / ies)

(Name and Stamp of Bank)

**BID SECURITY (BANK GUARANTEE)**

WHEREAS, \_\_\_\_\_ [name of Bidder] (hereinafter called "the Bidder") has submitted his Bid dated \_\_\_\_\_ [date] for the construction of \_\_\_\_\_ [name of Contract] (hereinafter called "the Bid").

KNOW ALL PEOPLE by these presents that We \_\_\_\_\_ [name of bank] of \_\_\_\_\_ [name of country] having our registered office at \_\_\_\_\_ (hereinafter called "the Bank") are bound unto \_\_\_\_\_ [name of Employer] (hereinafter called "the Employer") in the sum of \_\_\_\_\_ for which payment well and truly to be made to the said Employer the Bank binds itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_ 2021.

THE CONDITIONS of this obligation are:

- (1) If after Bid opening the Bidder withdraws his bid during the period of Bid validity specified in the Form of Bid;
 

or
- (2) If the Bidder having been notified of the acceptance of his bid by the Employer during the period of Bid validity:
  - (a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, if required; or
  - (b) fails or refuses to furnish the Performance Security, in accordance with the Instruction to Bidders; or
  - (c) does not accept the correction of the Bid Price;

we undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of one or any of the three conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date \_\_\_\_\_ days after the deadline for submission of Bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this guarantee should reach the Bank not later than the above date.

DATE \_\_\_\_\_ SIGNATURE OF THE BANK \_\_\_\_\_

WITNESS \_\_\_\_\_ SEAL \_\_\_\_\_

\_\_\_\_\_  
[signature, name, and address]

- 1 The Bidder should insert the amount of the guarantee in words and figures denominated in Indian Rupees.
- 2 45 days after the end of the validity period of the Bid.

## NEFT MANDATE FORM

From:M/s.

Date:

To

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 bidder]

Confirmed by Bank

Enclosed a copy of Crossed Cheque

(A) LETTER OF AUTHORISATION FOR ATTENDING BID OPENING MEETING

Tender No. \_\_\_\_\_

Subject:- Authorisation for attending bid opening on \_\_\_\_\_ (date) in the tender of \_\_\_\_\_.

Following persons are hereby authorised to attend the bid opening for the tender mentioned above on behalf of ----- (bidder) in order of preference given below.

Order of Preference	Name	Specimen Signature
1.		
2.		

Alternate Representative

Signatures of bidder

Or

Officer authorised to sign the bid documents on behalf of the bidder.

**Note:**

1. *Maximum of two representatives will be permitted to attend bid **opening**. In case where it is restricted to one, **first preference** will be allowed. Alternate representatives will be permitted when regular representative are not able to attend.*
2. *Permission for entry to the hall where bids are opened may be refused in case authorisation as prescribed above is not furnished.*

SCHEDULE OF QUANTITIES					
SPORTS AUTHORITY OF INDIA, NRC SONEAT					
BOQ FOR REPAIR/RENOVATION WORK OF ADMINISTRATIVE BUILDING EXTERIOR AT SAI NRC SONEPAT					
Sr. No.	ITEM	UNIT	QTY	RATE (Rs.)	AMOUNT (Rs.)
<b>A</b>	<b>Repairing and rehabilitation works</b>				
1	Chipping of unsound/weak concrete material from slabs, beams, columns etc. with manual Chisel and/ or by standard power driven percussion type or of approved make including tapering of all edges, making square shoulders of cavities including cleaning the exposed concrete surface and reinforcement with wire brushes etc. and disposal of debris for all lead and lifts all complete as per direction of Engineer-In-Charge				
a	50mm average thickness	Sqm	50		
b	25 mm average thickness	Sqm	50		
2	Cleaning of reinforcement from rust from the reinforcing bars to give it a total rust free steel surface by using alkaline chemical rust remover of approved make with paint brush and removing loose particles after 24 hours of its application with wire brush and thoroughly washing with water and allowing it to dry, all complete as per direction of Engineer-In-Charge.				
a	Bars up to 12 mm diameter	meter	50		
b	Bars above 12 mm diameter	meter	150		
3	Providing, mixing and applying bonding coat of approved adhesive on chipped portion of RCC as per specifications and direction of Engineer-In-charge complete in all respect.				
a	SBR Polymer (@10% of cement weight) modified cementations bond coat @ 2.2 kg cement per sqm of surface area mixed with specified proportion of approved polymer	Sqm	100		
4	Providing and laying SBR Polymer modified (of approved make @ minimum 2% by wt. of cement used) plain/reinforced concrete jacket for the structural members e.g. columns, pillars, piers, beams etc with concrete having the specified minimum characteristic compressive strength [with				

	ordinary portland cement, coarse sand and graded stone aggregate of 10mm maximum size in proportion as per design criteria] with specified average thickness all-round existing core of RCC member. Note: Rates shall be for finished surface area of concrete and shall include the cost of making holes in existing RCC slab, if required, for pouring concrete in shuttering mould of jacket and appropriate approved Super-Plasticizer for rendering concrete as flow able self compacting and SBR polymer but shall exclude cost of reinforcement, bond coat, Shear Keys, centering and shuttering, strutting, propping etc (Payment under this item shall be made only after proper wet curing has been done and surface has been satisfactorily evaluated by sounding/tapping with a blunt metal instrument)				
a	50mm thick in Grade M 25 with cement content not less than 330 kg per cum	Sqm	50		
b	75mm thick in Grade M 25 with cement content not less than 330 kg per cum	Sqm	50		
5	Providing and fixing double scaffolding system (cup lock type) on the exterior side, up to seven story height made with 40 mm dia M.S. tube 1.5 m centre to centre, horizontal & vertical tubes joining with cup & lock system with M.S. tubes, M.S. tube challies, M.S. clamps and M.S. staircase system in the scaffolding for working platform etc. and maintaining it in a serviceable condition for the required duration as approved and removing it thereafter .The scaffolding system shall be stiffened with bracings, runners, connection with the building etc wherever required for inspection of work at required locations with essential safety features for the workmen etc. complete as per directions and approval of Engineerin-charge .The elevational area of the scaffolding shall be measured for payment purpose .The payment will be made once irrespective of duration of scaffolding.	Sqm	1200		
<b>B</b>	<b>Plastering Work External</b>				
1	Dismantling old plaster or skirting raking out joints and cleaning the surface for plaster including disposal of rubbish to the dumping ground within 50 metres lead.	Sqm	500		
2	12 mm cement plaster of mix :				
a	1:4 (1 cement: 4 Coarse sand)	Sqm	500		

<b>C</b>	<b>External Painting work</b>				
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.				
a	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.	Sqm	1400		
2	Painting with synthetic enamel paint of approved brand and manufacture to give an even shade :				
	Two or more coats on new work	Sqm	200		
<b>D</b>	<b>Wooden Work</b>				
1	Providing and fixing ISI marked flush door shutters conforming to IS : 2202 (Part I) non-decorative type, core of block board construction with frame of 1st class hard wood and well matched commercial 3 ply veneering with vertical grains or cross bands and face veneers on both faces of shutters:				
a	30 mm thick including ISI marked Stainless Steel butt hinges with necessary screws	Sqm	4		
2	Providing wood work in frames of doors, windows, clerestory windows and other frames, wrought framed and fixed in position with hold fast lugs or with dash fasteners of required dia & length (hold fast lugs or dash fastener shall be paid for separately).				
a	Sal wood	cum	0.3		
3	Renewing glass panes, with wooden fillets wherever necessary:				
a	Float glass panes of nominal thickness 4 mm (weight not less than 10kg/sqm)	Sqm	16		
4	Providing and fixing mirror of superior glass (of approved quality) and of required shape and size with plastic molded frame of approved make and shade with 6 mm thick hard board backing :				
	Rectangular shape 1500x450 mm	Each	2		
<b>E</b>	<b>Plumbing Work</b>				
1	Providing and fixing soil, waste and vent pipes :				
a	100 mm dia				

	Sand cast iron S&S pipe as per IS: 1729	meter	60		
b	75 mm diameter :				
	Sand cast iron S&S pipe as per IS: 1729	meter	60		
2	Providing and fixing single equal plain junction of required degree with access door, insertion rubber washer 3 mm thick, bolts and nuts complete.				
a	100x100x100 mm				
	Sand cast iron S&S as per IS - 1729	each	16		
b	75x75x75 mm				
	Sand cast iron S&S as per IS - 1729	each	16		
3	Providing and fixing white vitreous china pedestal type water closet (European type W.C. pan) with seat and lid, 10 litre low level white P.V.C. flushing cistern, including flush pipe, with manually controlled device (handle lever), conforming to IS : 7231, with all fittings and fixtures complete, including cutting and making good the walls and floors wherever required :				
a	W.C. pan with ISI marked white solid plastic seat and lid	each	2		
<b>TOTAL AMOUNT (Rs.)</b>					

**\* Exclusive of GST**

**Note: - The cost quoted above includes all taxes /charges etc. except GST. GST will be paid on actual basis at the time of billing.**

**L1 Criteria – The firm quoting the lowest price in total will be selected and invited for negotiation (if any).**

**Authorized Signatories (Name & Designation, seal of the company)**

**Date:**

<b>Approved list of materials</b>		
<b>S.no.</b>	<b>NAME OF ITEMS</b>	<b>LIST OF APPROVED MANUFACTURERS / BRAND / APPLICATORS</b>
1.	Cement	Ultra-Tech, ACC, Lafarge
2.	Float Glass	Modi/ Saint Gobin/ Indo-Asahi.
3.	Synthetic Paint	Asian Paint, Berger, ICI, Nerolac
4.	Zinc Chromate Primers	Shalimar, Asian Paint, Berger, ICI
5.	Block Board/Prelaminated particle board/ Plywood/ decorative veneers	Green ply, Uro ply, Orchid Ply, Century ply, Duro ply.
6.	Exterior Acrylic Paint	Asian paints, Berger, Nerolac, Dulux
7.	Glass	Modi/ Saint Gobin/ Asani
8.	PVC Cistern (with all fittings and accessories):	Parryware, Commander, Hind ware.
9.	Plastic Seat Covers with frame	Parryware, Commander
10.	CP on brass fittings and Accessories	Essco (Delux model/series), Jaquar ( Continental series), Grabtree aqualine (Maple series)
11.	Soil Pipes and Fittings:	
A	Centrifugally Cast (spun) Iron Pipes & fittings	RIF, BIG, NECO or approved equivalent make conforming to IS: 3989
B	Sand Cast (spun) Iron Pipes & fittings (conforming to IS: 1729)	AMC, ALC, Bengal Iron
C	Pig Lead (for caulking of joints)	Locally available best quality with minimum 99% purity
12.	CPVC Pipes and Fittings	Astral, Finolex, Birla aerocon.