भारतीय खेल प्राधिकरण
SPORTS AUTHORITY OF INDIA

**Registered Office: Jawaharlal Nehru Stadium Complex (East Gate), Lodhi Road, New Delhi, Delhi - 110 003**
**https://sportsauthorityofindia.nic.in**

**Name of Work: Laying of Drip Irrigation along Jogging track, and Improvement of Sprinkler System at Football Practice Ground and Storm Water Distribution for Horticulture including Miscellaneous Works (Civil and Electrical) in JLN Stadium, New Delhi.**

**Tender No. 02-08030(01)/4/2025-JNS(HO)(II)**

Date of Publish: 26-10-2026

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## 1. DISCLAIMER

1.1 The information contained in this Request for Proposal ("NIT") or subsequently provided to Bidder (s), whether verbally or in documentary or any other form by or on behalf of the Authority or any of its employees or advisers, is provided to Bidder(s) on the terms and conditions set out in this NIT and such other terms and conditions subject to which such information is provided.

1.2 This NIT is not an agreement or an offer by the Authority to the prospective Bidders or any other person. The purpose of this NIT is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this NIT (the "Bid"). This NIT includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Project Management Services (PMS). Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This NIT may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this NIT. The assumptions, assessments, statements and information contained in this NIT, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this NIT and obtain independent advice from appropriate sources.

1.3 Information provided in this NIT to the Bidder(s) may be on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

1.4 The Authority, its employees and advisers make no representation or warranty and shall have no liability to any person including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this NIT or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the NIT and any assessment, assumption, statement or information contained therein or deemed to form part of this NIT or arising in any way in this Selection Process.

1.5 The Authority also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused, arising from reliance of any Bidder upon the statements contained in this NIT.

1.6 The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this NIT.

1.7 The issue of this NIT does not imply that the Authority is bound to select a Bidder or to appoint the Selected Bidder, as the case may be, for the PMC and the Authority reserves the right to reject all or any of the Bids without assigning any reasons whatsoever.

1.8 The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority

or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation for submission of the Bid, regardless of the conduct or outcome of the Selection Process.

1.9 The Authority reserves the right to, but without being under any obligation to do so, amend or supplement the statements, information, assessment or assumptions contained in this bid at any time during the bidding process by way of revision, deletion, update or supplement and annulment through issuance of appropriate addendum as the Authority may deem fit without assigning any reason thereof.

1.10 No objections raised by any Bidder(s) or any third party to such changes/modifications/additions/alterations as provided above, whether explicit or implicit, shall be entertained. Any such objection by the Bidder shall make the Bidder's Bid liable for rejection by the Authority.

1.11 The Authority reserves its right to withdraw from the process at any stage of the process and/or modify the process or any part thereof or to vary any terms at any time or stage without assigning any reasons whatsoever. In such an event, no financial obligation of whatsoever nature shall accrue to SAI or any of its respective officers, employees, advisors or agents.

1.12 This NIT document supersedes and replaces any previous public documentation & communications, and Bidders should place no reliance on such communications. The Bidders shall bear all its costs associated with or relating to the preparation and submission of Proposal pursuant to this NIT.

1.13 SAI also accepts 'no liability' of any nature, whether resulting from negligence or otherwise howsoever caused, arising from the reliance of any Bidder upon the statements contained in this NIT.

**SPORTS AUTHORITY OF INDIA**

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## 2. Data sheet

| S.N. | Particular | Details |
|---|---|---|
| 1. | Name of the Work | Laying of Drip Irrigation along Jogging track, and Improvement of Sprinkler System at Football Practice Ground and Storm Water Distribution for Horticulture including Miscellaneous Works (Civil and Electrical) in JLN Stadium, New Delhi. |
| 2. | Estimated cost Put to Tender (in figures and words) | Rs. 91,55,909.00 Inclusive of all Taxes (Rupees Ninety-One Lakh Fifty-Five Thousand Nine Hundred Nine Only) |
| 3. | Time Period for completion of Work | 3 months |
| 4. | Date of Publication: | 26-10-2026 |
| 5. | Document Downloading Start Date: | 26-10-2026 at 5:00 PM |
| 6. | Last date and time of submission of queries for Pre-Bid Conference | 29-10-2026 till 6:00 PM |
| 7. | Virtual Pre-Bid conference | 30-10-2026 at 3:00 PM<br>Google Meet Video call link: https://meet.google.com/emh-nnuh-kck |
| 8. | Bid submission start date and time | 03-11-2026 from 3:00 PM |
| 9. | Bid submission end date and time | 17-11-2026 till 3:00 PM |
| 10. | Bid Validity Period | 120 days from the last date of submission |
| 11. | Mode of Submission | Online submission on e-procurement portal |
| 12. | Opening of Technical Bid date and time | 18-11-2026 at 3:00 PM |
| 13. | Opening of Financial Bids | To be Intimated later (Minimum of 48 hours from opening of technical bid) |
| 14. | Consortium/Joint Venture | Not allowed |
| 15. | NIT document Fee | NIL |
| 16. | Bid Security/EMD | Rs. 2,75,000/- |
| 17. | Bank Account Details of the Authority | Secretary/Sports Authority of India<br>Union Bank of India<br>Account No: 108510100032325<br>IFSC No. UBIN0810851 |
| 18. | Authority's Representative for this NIT purpose & Address of Correspondences | Director (Engineering Division), SAI<br>Email: infra-sai@gov.in |

## 3. NOTICE INVITING TENDER

Engineering Division, Sports Authority of India (SAI) on behalf of Sports Authority of India (SAI) invites percentage rate tenders in electronic tendering system for Laying of Drip Irrigation along Jogging track, and Improvement of Sprinkler System at Football Practice Ground and Storm Water Distribution for Horticulture including Miscellaneous Works (Civil and Electrical) in JLN Stadium, New Delhi from the experienced and financially as well as technically sound agencies working in Central /PSU/State Government Departments of National repute. The tenders shall be available on website https://etenders.gov.in/eprocure/app on dates as mentioned above, "List of Important Dates."

Tender document is also available for viewing on the "Notices and Tenders" link of SAI website http://sportsauthorityofindia.gov.in. and CPP portal.

Bids to this tender will be accepted only through ONLINE mode through the website https://eprocure.gov.in/eprocure/app. No other mode of bid will be considered and accepted. For applying online, the bidder should get itself registered at https://eprocure.gov.in/eprocure/app. Bid submission and System Requirement Manual are also available on https://eprocure.gov.in/eprocure/app.

| Name of Work | Estimated Cost Put to Tender (ECPT) | Earnest Money Deposit (EMD) | Time Period for Completion of work (including rainy season) |
|---|---|---|---|
| Laying of Drip Irrigation along Jogging track, and Improvement of Sprinkler System at Football Practice Ground and Storm Water Distribution for Horticulture including Miscellaneous Works (Civil and Electrical) in JLN Stadium, New Delhi. | Rs.91,55,909.00 Inclusive of all Taxes | Rs.2,74,678.00 [* 3% of ECPT]. | 3 months |

The intending bidders may download tender documents from e-procurement portal https://eprocure.gov.in/eprocure/app from the date & time mentioned above. The technical bid and bid documents duly filled and digitally signed in all respect may be submitted online through the e-portal within the date and time (as per server clock) on **as mentioned under "List of Important Dates".** SAI does not take any responsibility for the delay caused due to non-availability of internet connection or traffic jam etc. for online bidding.

EMD for the work is shown in the table above. EMD (Refundable) will be submitted online in following SAI Bank Account:

| S. No. | Particulars | Details |
|---|---|---|
| 1. | Name of Beneficiary | **Secretary/Sports Authority of India** |
| 2. | Name of Bank | **Union Bank of India** |
| 3. | Bank A/c No. | **Account No: 108510100032325** |
| 4. | IFSC Code | **UBIN0810851** |

The proof of payment indicating UTR No. needs to be uploaded in technical bid folder. The bidder has to submit the proof of payment on date as specified in the NIT.

The EMD will be returned to all unsuccessful bidders after opening of Price Bid. EMD of successful bidder shall be refunded after submission of Performance Guarantee duly verified from issuing bank.

1. Validity of Tender will be 120 days.

2. Validity of EMD will be 6 Months.

3. The tenderer shall quote their rates inclusive of GST, turnover tax/ sales tax on works and Labour Cess payable to Central/State Government along with other taxes, duties, levies etc. in conjunction with other terms and conditions.

1. The final selection will be based on Low-Cost system of Selection.

2. Deleted.

3. The construction agency has to successfully complete the entire Scope of Work as mentioned in the tender document within the approved cost and agreed time period. Additional Items/ Deviations (if any) beyond the Scope of Work shall be intimated immediately to the Engineer-In-Charge in writing and the same shall be carried out only after the approval/ sanction of the same from SAI/ Owner.

4. Names of the technically qualified bidders on the basis of information furnished in the check list and in “My Document” uploaded by concerned bidders after technical evaluation and verification will be displayed on the portal.

5. In case, due to any reason the scheduled dates for opening of technical and financial parts as mentioned above are holidays or due to any reason the office remains closed or due to any acts of God it becomes unapproachable (solely at the discretion of tender inviting authority), the next working day will be applicable while the previous specified time will remain the same.

6. Sports Authority of India (SAI) reserves the right to reject or cancel any or all pre-qualification documents and bid document without assigning any reasons whatsoever.

7. At any time prior to the deadline for submission of bid, SAI may, for any reason whether at its own initiative or in response to a clarification required by a prospective bidder, modify the bid document by issuing suitable amendment(s) to it. Such an amendment to the bid document will be uploaded on SAI website: www.sportauthorityofindia.nic.in. Prospective bidders are advised in their own interest to regularly visit website of Sports Authority of India (SAI) for any amendment or information etc. before submitting their bids. In order to afford prospective bidders reasonable time to take into account the amendments in preparing their bids, SAI may, at its discretion, suitably extend the deadline for submission of bids.

8. For participating in the e-Tendering process of SAI, the contractor shall have to get them registered on the website https://eprocure.gov.in/eprocure/app so that they will get User ID and Password. This will enable them to access the website https://eprocure.gov.in/eprocure/app with the help of Digital Signature by which they can participate in e-Tender of SAI. For this intending bidder may contact E- Procurement Helpdesk: 0120-4001 002, 0120-4001 005, 0120-6277 787, support-eproc(at)nic(dot)in.

9. Any corrigendum/ addendum/ errata in respect of the above tender shall be made available

only at our official website https://sportsauthorityofindia.nic.in and https://eprocure.gov.in/eprocure/app. No further press advertisement will be given. Hence, all bidders are advised to check SAI website https://sportsauthorityofindia.nic.in and website https://eprocure.gov.in/eprocure/app regularly.

10. Due Diligence by the Bidders:

    10.1. Bidders may before submitting their Proposals, examine the requirements at their own expense and obtain and ascertain for themselves, at their responsibility and other information necessary for preparing their Proposals.
    10.2. Bidders shall be deemed to have full knowledge of the requirements of the work. SAI will not accept any responsibility or liability for any errors, omissions, inaccuracies, or errors of judgment concerning information or materials provided by SAI in this NIT Document or otherwise, with respect to this Project. Although such information and materials are to the best of SAI's belief, however, their verification is the sole responsibility of Bidder.

11. Neither SAI, nor their employees make any representation or warranty as to the accuracy, reliability or completeness of the information provided nor will have any liability to any bidder which may arise from or be incurred or suffered in connection with anything contained in this NIT and the award of the work or otherwise arising in any way from the selection process.

## 4. PRE-QUALIFICATION CRITERIA

The intending Bidder should fulfill the following minimum pre-qualifying criteria:

1. **Turnover**: Average Annual Financial Turnover on construction works during the last 3 years, ending 31$^{St}$ March of the previous financial year i.e.2023-24, 2024-25, 2025-26 should be at least 100% of the estimated cost put to tender. Applicant has to attach the Balance Sheet along with profit & loss statement duly certified by Chartered Accountant for last five years.
    1.1. **Note:** In case the Balance sheet for FY 2025-26 has not been audited yet then Audited balance sheet for FY 2022-23, FY 2023-24 and FY 2024-25 shall be considered for evaluation. Applicant has to attached Balance sheet along with profit and Loss Statement duly certified by Chartered Accountant

2. **Experience**: Bidder should have the experience of completion of similar works during last 7 years ending last day of month previous to the one in which tenders are invited should be either of the following:

    Three similar completed works each costing not less than the amount equal to 40% of the estimated cost. Certificate should be attached.

    Or

    Two similar completed works each costing not less than the amount equal to 50% of the estimated cost. Certificate should be attached.

    Or

    One similar completed work costing not less than the amount equal to 80% of the estimated cost. Certificate should be attached.

3. **Similar works:** Similar work shall mean works of providing, laying, testing and

commissioning of water supply and plumbing systems including internal and external water supply pipelines such as HDPE, PVC, DI and GI pipes.

4. **Profitability:** The applicant should be a profit-making firm and have not incurred losses for more than two years out of last five years ending 31st March, 2026 duly certified by Chartered Accountant.

   4.1. **Note:** In case the Balance sheet for FY 2025-26 has not been audited yet then Audited balance sheet for last 5 years ending FY 2024-25 shall be considered for evaluation. Applicant has to attached Balance sheet along with profit and Loss Statement duly certified by Chartered Accountant

5. **Solvency Certificate:** Tenderer must have solvency for an amount equal to 40% of the estimated cost duly certified by the bank and to be uploaded while submitting the tender on website. Solvency Certificate up to 6 (six) months before the last date of submission of tender will be acceptable.

6. **EPF Registration:** Preferably agency should have EPF registration, in case EPF registration is not there, the agency should obtain EPF registration on allotment of work. In case of failure, SAI will deduct EPF & deposit as per EPF norms.

7. **Goods & Service Tax (GST) Registration:** Bidder must have valid Goods & Services Tax Registration. Also the GST filing should be submitted up to 31 March 2026 from 1st April 2023.

8. **Joint Venture**: Joint Ventures are not permitted.

9. **Bid Capacity:** Agencies who meet the minimum qualification criteria will be qualified only if their available bid capacity is more than the total bid value. The available bid capacity will be calculated as under:

   *Assessed available bid capacity = (A x N x 2) - B*

   *N = Number of years rounded up to first decimal prescribed for completion of the subject contract.*
   *A = Maximum value of works executed in anyone year during last five years (up dated to the price level of current financial year with percentage stated in the PQ document).*
   *B = Value at current price level of existing commitments and ongoing works to be completed in the next 'N' years.*

   *Note:*

   9.1. The Applicant shall furnish statements showing the value of existing commitments and on-going works as well as the stipulated period of completion remaining for each of the works preferably countersigned by the Nodal Officer or his nominee- in-charge in the format available in documents.
   9.2. Financial Turnover of previous years shall be given weightage of 5% (simple rate) per annum based on rupee value to bring them to current financial year price level.
   9.3. The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum calculated from the date of

completion to last date of receipt of applications for tenders.

**Existing commitment and ongoing works:** Intending bidders must submit these information in specified format uploaded with Tender Documents/Work orders.

10. **PAN:** Bidder should have valid Permanent Account Number of Income tax

11. **Registration:** The Bidder must submit valid registration certificate of civil contractor in proper category issued by any Central/ State Govt. Organization.

12. **Labour License**: Bidder should have Labour License from Central government. If not, they may participate in tender but on being awarded they must Obtain license from central government within one month form the date of issue of letter of acceptance.

13. **Other Information**: Intending bidder must submit the following in specified format uploaded with Tender Document.
    a) List of Key Personnel

14. The applicant must have adequate organizational set up as well as having sufficient numbers of experienced personnel, technical know-how and infrastructure to complete the project well within time frame.

15. SAI is free to get documents verified and agency shall have no objection to it. In case, if it is found at any stage that the agency has made any false information will be disqualified & blacklisted.
16. The bidder shall not be from a country sharing a land border with India and if the bidder is from a country sharing a land border with India the bidder should have been registered with the competent authority as per orders of Department of Expenditure, Ministry of Finance OM No. F. No. 6/18/2019-PPD dated 23rd July 2020, and subsequent amendment to this, if any. A self-Declaration as per format available at Annexure-XVI. in this NIT shall be submitted.
17. Public Procurement (Preference to Make in India) Order 2017 No. P-45021/2/2017-PP (BE-II) dated 04 Jun 2020 as amended from time to time, shall be eligible to bid in this tender. Self - Declaration for Class-I and Class-II local suppliers should be submitted in the prescribed proforma as per Annexure XII in this NIT.

18. The Tender has been invited in e-tender mode. For download of tender document, uploading of tender document along with Financial Bid, opening of Technical Bid, notification of any corrigendum and addendum etc. the website https://eprocure.gov.in/eprocure/app is to be used. The intending bidder must get themselves registered with the service provider for participating in e-tender.

19. The intending Bidder is requested to upload the Bid well in time to avoid any difficulty due to failure of server etc. For any clarification about the website, our service provider needs to be contacted.

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

21. Tender documents can also be downloaded from our official website

https://sportsauthorityofindia.nic.in, CPP Portal & website https://eprocure.gov.in/eprocure/app and the agencies fulfilling the requirements may submit the tender along with the tender processing fee stated in the above table.

22. Tender documents can be seen at our official website https://sportsauthorityofindia.nic.in and CPP Portal which is only for viewing not for quoting.

23. Interested bidders may contact Engineering Division **SAI, Jawaharlal Nehru Stadium Complex (East Gate), Lodhi Road, New Delhi, Delhi - 110 003** or his authorized officials for seeking any details regarding execution of proposed work.

24. Tender documents duly completed in all respects shall be received on the date & up to the time as specified above and Technical Bid shall be opened at date & time as specified above. Documents received after the stipulated date & time are liable to be summarily rejected.

25. The Interested bidders are requested to submit all forms, annexures, proforma, details (in the required format) which are required for eligibility and evaluation criteria at the time of submission of their bids. No short documents, clarification shall be sought after opening of technical bids.

26. Any corrigendum/ addendum/ errata in respect of the above tender shall be made available only at our official website https://sportsauthorityofindia.nic.in and https://eprocure.gov.in/eprocure/app. No further press advertisement will be given. Hence, all prospective bidders are advised to visit SAI website https://sportsauthorityofindia.nic.in and website https://eprocure.gov.in/eprocure/app regularly for above purpose.

## 5. INSTRUCTIONS TO BIDDER:

5.1. The applicant must have adequate organizational setup and reasonable presence in the work area or nearby as well as having sufficient number of experienced personnel, technical know-how, and infrastructure to complete the project well within time frame.

5.2. The applicant must have minimum three years' experience working with Central Public Sector Enterprises/ Government/ Semi-Government Organizations/ Autonomous Bodies.

5.3. SAI is free to get documents verified and agency shall have no objection to it. In case, if it is found at any stage that the agency has made any false information will be disqualified and blacklisted.

5.4. Bidders are required to submit full bio-data giving details about their organization, experience, technical personnel & manpower available in their organization, equipment holding, PF registration number, Balance Sheet and Turnover details for last 5 years duly certified by CA, Litigation History Affidavit, Bank Certificate etc. in order to assess their financial and technical capabilities etc. in the enclosed forms which will be kept confidential.

5.5. While deciding upon the technical qualification of applicant great emphasis will be given on the ability and competence of applicants to do good quality works within the specified time schedule and in close coordination with other agencies.

5.6. The documents shall be signed by person(s) on behalf of the organization having

necessary authorization/power of attorney to do so (certified copies to be enclosed).

5.7. If the space in the proforma is insufficient for furnishing full details, such information may be supplemented on separate sheets of paper, stating therein the part of the proforma and serial number. Separate sheets shall be used for each part. However, the format shall be as per proforma.

5.8. Applications containing false / incomplete and / or inadequate information are liable to be rejected. Also, mere fulfillment of eligibility criteria does not guarantee for selection.

5.9. Clarification, if any required, may be obtained from the office of the Engineering Division, SAI, Jawaharlal Nehru Stadium Complex (East Gate), Lodhi Rd, New Delhi, Delhi - 110 003

5.10. Canvassing in any form in connection with pre-qualifications is strictly prohibited and the application of such persons/organizations that resort to canvassing will be liable to rejection.

5.11. **Additional Requirement:**

Even though the bidders meet the above qualifying criteria, they are liable to be disqualified if they have:

(a) Made misleading or false representation in the forms, statements and attachments in proof of the qualification requirements;

(b) Records of poor performance such as abandoning the work, not properly completing the contract, inordinate delays in completion, litigation history or financial failures etc.;

(c) Their business banned by any Central/ State Govt. Department/ Public Sector Undertakings or Enterprises of Central/ State Govt.

(d) Not submitted all the supporting documents or not furnished the relevant details as per the prescribed format.

(e) A declaration to the above effect should be submitted as per Proforma-IX.

(f) Bidder shall submit the General Information about bidder as per Proforma- III.

(g) Bidder shall submit the list of major plant & machinery available with the firm as per Proforma-IV.

**5.12 Site Visit:**

(a) The bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself on its own responsibility and cost all information that may be necessary for preparing the bid and entering into a contract for construction of the Works.

(b) The bidder and any of its personnel or agents will be granted permission by the Employer/ Owner to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the bidder, its personnel, and agents will release and

(c) Indemnify the Employer/ Owner and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.

(d) Before submitting a Bid, the Bidder shall be deemed to have satisfied himself by actual inspection of the site and locality of the works, that all conditions liable to be encountered during the execution of the works are taken into account and that the rates entered in the Price Bid document are adequate and all-inclusive for the completion of work to the entire satisfaction of the Employer/ Owner.

5.13 **Preparation of Bids: Documents Comprising the Bid**

**I. Bid Security/ EMD**

1. The bidder shall furnish Bid Security/EMD for an amount as shown in the bid document. The Bid Security is required to protect SAI against any non-compliance, misconduct, or withdrawal by the bidder. Failure to submit the Bid Security in the prescribed manner and within the stipulated timeline shall result in outright rejection of the bid, without any further consideration.

**2. There is no exemption from submission of Bid Security/EMD**

3. Deleted

4. The Bid Security/ EMD shall be furnished in one of the following forms:

a) Account Payee Demand Draft
b) Fixed Deposit Receipt
c) Banker's cheque / Pay Order
d) Unconditional Bank Guarantee (including e-PBG) from any of the commercial banks (as per the format at Annexure V),
e) NEFT transfer to "Secretary SAI, Union Bank of India Account No: 108510100032325, IFSC No. UBIN0810851 (Bidder has to upload challan/proof along with Bid one procurement portal).
f) Valid Insurance Surety Bonds

In case, submission of Bid Security in the form of a) to d) and f), following shall be ensured:

i. A scanned copy of the document shall be uploaded on e-Procurement Portal while applying to the tender.
ii. The original document should be delivered to the official nominated as indicated in the tender document before closing date and time for submission of bids.
iii. Non submission of scanned copy of bid security document with the bid on e-tendering portal and/or non-submission of original bid security document within the specified period shall lead to summary rejection of bid. Further. No request on account of postal delay shall be entertained

5. The Demand Draft, Fixed Deposit Receipt, Banker's Cheque, Insurance Surety Bonds or Bank Guarantee (including e-PBG) shall be drawn on any Nationalized/Scheduled Bank in India, in favour of the "Secretary, Sports Authority of India", payable at New Delhi. In case of Bank Guarantee, the same is to be obtained from any Nationalized /Scheduled bank in India as per the format specified under Annexure V of the Bid Document.

6. The Bid Security shall be valid for a period of Fourty Five Days (45) days beyond the validity period of the bid which is calculated from the last date of bid submission.

7. Bid Security of a bidder will be forfeited, if the bidder withdraws or amends its bid or impairs or derogates from the bid or is breach of any condition of the tender documents in any respect within the period of validity of its bid without prejudice to other rights of SAI. Further, if successful bidder fails to furnish the required Performance Security and sign the contract / agreement within the period as specified by SAI in the Letter of Acceptance of Work / Notification of Award (NoA), its Bid Security/EMD will be forfeited.

8. The EMD serves as a safeguard for SAI against any misconduct or non-compliance by the bidder. The Bid Security shall be forfeited without any further notice if the bidder withdraws, amends, revises, or modifies its bid in any manner within the bid validity period. It shall also be forfeited if the bidder submits false, misleading, forged, or incorrect information or documents, whether deliberately or due to negligence. Additionally, if the successful bidder fails to furnish the required Performance Security within the specified period or engages in fraudulent practices, misrepresentation, or attempts to unduly influence the bidding process at any stage, the Bid Security will be forfeited. Moreover, non-compliance with any conditions outlined in the tender document, as determined by SAI, shall also result in forfeiture of the EMD

9. Bid securities of the unsuccessful bidders shall be returned to them before expiry of the final bid validity and latest on or before the 30th day after the award of the contract. Bid securities of unsuccessful bidders during first stage i.e., technical evaluation etc. shall be returned within 30 days of declaration of result of first stage i.e., technical evaluation etc.

**I. Financial Bid:**

Duly quoted and digitally signed Bill of Quantity (BOQ) in the file supplied by the employer shall be uploaded.
The tenders shall be strictly as per the conditions of contract. Tenders with any additional condition(s)/ modifications shall be rejected.

NOTE: All the documents should be digitally signed.

**II. Online Submission of Bids:** Bidding through E-Tendering System:

The bidding under this contract is electronic bid submission through website https://eprocure.gov.in/eprocure/app. Detailed guidelines for viewing bids and submission of online bids are given on the website. Any citizen or prospective bidder can logon to this website and view the invitation for bids and can view the details of work for which the bid is invited. The prospective bidder can submit bids online; however the bidder is required to have enrolment/ registration in the website and should have valid Digital Signature Certificate (DSC) in the form of smart card/ e-token. The DSC can be obtained from any authorized certifying agencies. The bidder should register in the website https://eprocure.gov.in/eprocure/app using the relevant option available. Then the digital signature registration has to be done with the e-token, after logging into the site. After this the bidder can login the site through secured login

by entering the password of the e-token & the user id/ password chosen during registration. After getting the bid schedules, the Bidder should go through them carefully and then submit the documents as asked, otherwise, the bid will be rejected. The completed bid comprising of documents, should be uploaded on the website https://eprocure.gov.in/eprocure/app through e-tendering along with scanned copies of requisite certificates as are mentioned in different sections in the bidding document and scanned copy of bid security.

**III. Bid Opening and Evaluation:**

a) The Employer inviting bids or its authorized representatives will open the bids online and this could be viewed by the bidders also online. In the event of the specified date for the opening of bids being declared a holiday for the Employer, the bids will be opened at the appointed time on the next working day.

b) The file containing the Part I of the bid will be opened first.

c) In all cases, the amount of bid security, cost of bid documents, processing fee for e- tender and validity of the bid shall be scrutinized. Thereafter, the bidders' name and such other details as the Employer may consider appropriate, will be notified as Part I bid opening summary by the authority inviting bids at the online opening.

d) Evaluation of Part I of bids with respect to **bid security, qualification information and other information furnished in Part I of the bid**, shall be taken up, and a list will be drawn up of the qualified bidders whose Part II of bids will be eligible for opening.

e) The result of evaluation of Part I of the Bids shall be made public on e-procurement.

f) The Employer shall inform the bidders who have technically qualified during evaluation of Part I of bids, of the date, time of online opening of Part II of the bid. In the event of the specified date being declared a holiday for the Employer, the bids will be opened at the appointed time and location on the next working day.

g) Part II of bids of only these bidders will be opened online, who have qualified in Part I of the bid. The bidders' names, the Bid Prices, the total amount of each bid, and such other details as the Employer may consider appropriate will be notified online by the Employer at the time of bid opening.

h) Financial proposal with any counter conditions or ambiguous remarks shall be rejected.

i) The final selection will be based on Lowest Offer i.e. L-1.

j) In case there is tie i.e. two or more than two bidders quoted the same rate and are lowest then final selection will be based on lottery among the bidders who have

quoted the same rate.

### IV. Process to be Confidential

Information relating to the examination, clarification, evaluation and comparison of bids and recommendations for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the award to the successful bidder has been announced. Any attempt by a bidder to influence the Employer's processing of bids or award decisions may result in the rejection of his/her Bid.

### V. Examination of Bids and Determination of Responsiveness

Prior to the detailed evaluation, Employer shall determine whether each bid is of acceptable quality, is generally complete and is substantially responsive to the Tender documents. For purposes of this determination, a substantially responsive bid is one that conforms to all the documents as specified in the Tender document without material deviations, objections, conditionality or reservation. A material deviation, objection, conditionality or reservation is one:

a) That affects in any substantial way the scope, quality or performance of the contract.

b) That limits in any substantial way, inconsistent with the bidding documents, the Employers' rights or the successful Bidder's obligations under the Tender document, or

c) Whose rectification would unfairly affect the competitive position of other Bidders who are presenting substantially responsive bids.

## 6. MODE OF SUBMISSION:

*As notified in Notice Inviting Tender*

a. Once the bidder has given an unconditional acceptance to the terms and contract conditions, bidder will not be permitted to put any remark(s)/conditions(s) (except unconditional rebate on price quoted, if any) in/along with the tender document.

b. In case the conditions 3.2 mentioned above is found violated at any time after opening of tender, the tender shall be summarily rejected and SAI shall, without prejudice to any other right remedy, be at liberty to forfeit the Earnest Money Deposit as specified above.

c. SAI reserves the right to reject any or all the tenders in part or full without assigning any reason whatsoever thereof. SAI does not bind itself to accept the lowest tender. SAI also reserves the right to split up the work among two or more agencies.

## 7. QUOTING OF RATES & AMOUNTS:

**a.** The tenderers should quote rate/amount in figures and words. The rate shall be quoted up to 2 decimals.

b. Special care should be taken to fill the rates and amounts in figures as well in words in such a way that any alteration is not possible. The total amount should be written both in figures and in words. In case of figures; the word 'Rs.' should be written before the figure of Rupees and word 'P' after the decimal figure e.g. Rs. 2.15p. Rs. 2.15 shall be written as Rupees two and fifteen paisa only. Unless the rate/amount is in whole Rupees it should invariably be up to two decimal places.

c. In case of any discrepancy between the rates/percentage/amount quoted in figures and words, then the rate/percentage/amount quoted by the contractor in words shall be taken as correct.

d. The tenders shall be strictly as per the conditions of contract. Tenders with any additional condition(s)/modifications shall be rejected.

e. The witnesses to the Tender/Contract Agreement shall be other than the tenderer/ tenderers competing for this work and must indicate full name, address, status/occupation with dated signatures.

f. The tenders for works shall remain open for acceptance for a period of 120 (One Hundred Twenty) days from the date of opening of the tenders. If any tenderer withdraws his tender before Said period or makes any modification in terms and conditions of the tender to his benefit which are not acceptable to SAI then SAI shall without prejudice to any other right or remedy, be at liberty to forfeit the EMD.

g. The acceptance of tender will rest with SAI who does not bind itself to accept the lowest tender and reserves to itself the right to reject any or all the tenders received without assigning any reason thereof. Tenders in which any of the prescribed conditions are not fulfilled or found incomplete in any respect are liable to be rejected.

h. Canvassing whether directly or indirectly in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable for rejection.

## 8. PERFORMANCE GUARANTEE:

To ensure due performance of the contract, the successful bidder shall furnish a Performance Security in the form of a Unconditional Performance Bank Guarantee (PBG) or other acceptable instruments. The Performance Security shall be:

- **Amount:** Equivalent to five percent (5%) of the Tender award cost/
- **Forms Accepted:** Insurance Surety Bond, Account Payee Demand Draft, Fixed Deposit Receipt from a commercial bank, Bank Guarantee issued/confirmed by any commercial bank in India, or online payment in an acceptable form.
- **Joint Ventures (JV):** Not Applicable, JV Not allowed)

Performance Security must be submitted within Fourteen (14) days from the date of issue of letter of acceptance and shall remain valid for sixty (60) days beyond the completion of all contractual obligations, including the Defect Liability Period (DLP).

In the event of breach of contract by the contractor, the Performance Security shall be forfeited and credited to the SAI's account. Upon successful completion of all contractual obligations, the Performance Security shall be refunded to the contractor without interest, no later than three hundred sixty-five (365) days from the completion of the DLP.

## 9. SECURITY DEPOSIT:

In addition to the Performance Security, contracts for works shall include a provision for Security deposit/retention money, whereby five percent (5%) of the value of each running bill (periodic/interim payment) shall be withheld as Security Deposit until final acceptance of the works.

Replacement with Bank Guarantee: The contractor may, at their discretion, replace the accumulated retention amount with an unconditional Bank Guarantee (BG) from a bank acceptable to the Procuring Entity at the following stages:

- Upon reaching 50% of the retention money limit.
- Upon reaching the full retention money limit.

**Release of Retention Money / BG:**

One-half of the retention money (or BG replacing it) shall be released upon issuance of the Taking Over Certificate (TOC). If TOCs are issued in parts, the release shall be in proportion to the value of the respective part or section, as determined by the Engineer.

The remaining half shall be released upon expiration of 365 days after the Defect Liability Period (DLP) or final payment, whichever is earlier, subject to certification by the Engineer.

Multiple DLPs: In cases where different DLPs apply to different sections or parts of the works, the final release shall be based on the latest applicable DLP.

## 10. ESCALATION/PRICE VARIATION:

There will be no escalation on account of any increase in price index in the price of materials or labours, imposition of sales tax or enactment of any new law or imposition of levies etc. No price escalation shall be applicable even during the extended period for completing the works. No extra claim in this regard will be entertained.

## 11. SCOPE OF WORK:

Laying of Drip Irrigation along Jogging track, and Improvement of Sprinkler System at Football Practice Ground and Storm Water Distribution for Horticulture including Miscellaneous Works (Civil and Electrical) in JLN Stadium, New Delhi.

1. BRIEF SCOPE OF WORK

### 1.1 OBJECTIVE OF THE PROJECT

The scope of work comprises of Laying of Drip Irrigation along Jogging track, and Improvement of Sprinkler System at Football Practice Ground and Storm Water Distribution for Horticulture including Miscellaneous Works (Civil and Electrical).

The detailed scope of work area outlined below breakdown under 4 head of works:

Head 1: Water Supply (Storm Water Distribution, Tank Cleaning & Sewer Cleaning)

1. Maintenance and extension of the stormwater distribution network.
2. Laying of new GI/CPVC pipelines, valves, fittings, chambers, and associated civil works.
3. Cleaning of stormwater tanks, gully traps, and sewer lines using jetting/suction machines.
4. Construction of masonry chambers and necessary concrete works.

Head 2: New Water Supply for Horticulture (Jogging Track & Football Ground)

1. Laying of CPVC/UPVC pipelines for horticulture water distribution.
2. Installation of drip irrigation system around the jogging track, including all accessories.
3. Installation of sprinkler system at the football practice ground with pumps, valves, filters, nozzles, swing joints, automation units, and control cabling.
4. Spreading of sand, laying of Bermuda grass, and associated horticulture landscaping works.

Head 3: Electrical & Mechanical Works (Non-Schedule Items)

1. Supply, installation, testing, and commissioning of open-well submersible pump sets of various capacities.
2. Installation of MS clamps, electrical connections, and replacement of existing pumping equipment.
3. Providing required flanges, fittings, and other allied mechanical items.

Head 4: Miscellaneous Civil Works

1. Surface dressing, site clearance, and earthwork
2. Dismantling and relaying of interlocking paver blocks and kerb stones.
3. Laying of precast RCC drain covers and manhole covers.
4. Cleaning of underground sumps, gully chambers, and sewer lines.
5. Deployment of unskilled labour, sewermen, and machinery (tippers and loaders) for debris removal.

**2.4 Timing of Approvals**

The Contractor shall obtain all required approvals and NOCs:

- Prior to commencement of work,
- During execution, wherever stage-wise approvals are mandated, and
- Before final completion and handing over of the interior works.

**2.5 Revisions & Modifications**

Any revision, modification, revalidation, or re-approval required in statutory approvals, NOCs, or approved drawings at any stage, whether before commencement, during execution, or after completion, shall be carried out solely by the Contractor, at his own responsibility, without any claim for additional cost or time.

**2.6 Fees & Reimbursement**

All statutory fees, charges, levies, and expenses for obtaining approvals, NOCs, inspections, and third-party certifications shall be paid by the Contractor directly to the concerned authorities at his own cost. No additional claims shall be entertained on this account.

**2.7 Environmental & Site Restrictions**

- Any removal, trimming, or disturbance of existing greenery (if required for interior services or access) shall be carried out only after obtaining necessary approvals from the competent authority.
- The Contractor shall comply with all applicable environmental, dust control, noise control, and waste disposal regulations relevant to interior works in an occupied stadium environment.

**2.8 Archaeological & Heritage Compliance**

In the event that any protected monument, archaeological site, or heritage structure exists within or in the vicinity of the project site, the Contractor shall obtain all necessary permissions from the competent Archaeological Authority prior to commencement of work.
Any fine, penalty, or levy imposed due to non-compliance shall be borne solely by the Contractor.

**2.9 Liability for Non-Compliance**

Any fine, penalty, damage, or legal consequence arising out of non-compliance with statutory requirements, codes, or approvals shall be entirely the responsibility of the Contractor, and the Client shall not be liable under any circumstances.

**2.10 Material Breach**

Failure to comply with the provisions of this clause shall be treated as a material breach of contract, without prejudice to the Client's right to:

- Levy penalties
- Withhold payments
- Invoke Performance Security
- Terminate the Contract as per tender conditions

**3.0 WORKS OF PROJECT**

**3.1. General Scope**

The Contractor shall carry out all works as per the instructions of Engineer-In-Charge and specified in the BoQ, including but not limited to:

- Coordination with SAI officials and Engineer-in-Charge during execution
- Compliance with CPWD specifications, NBC, fire safety norms and applicable statutory requirements
- Execution of works without disruption to existing operational areas of SAI

**3.2. Dismantling, Demolition & Disposal of Debris**

- The scope of work shall mandatorily include dismantling and demolition of finishes wherever required, and any other civil structures as required for execution of the approved finishing works, strictly in accordance with the drawings, BoQ and directions of the Engineer-in-Charge.

**3.2.1 Cost Inclusion**

- All quoted rates shall be deemed to be inclusive of all costs towards dismantling, demolition, cutting, breaking, removal, handling, loading, transportation and disposal of dismantled materials.
- No separate payment or additional claim shall be admissible on account of dismantling, demolition or disposal activities.

### 3.2.2 Disposal of Dismantled Material

- All dismantled and debris material shall be removed from site and disposed of within a maximum lead of 10 km radius from the IG Stadium periphery.
- Disposal shall be carried out only at locations approved by the Engineer-in-Charge and in compliance with applicable municipal and environmental regulations.

### 3.2.3 Salvage & Reusability

- Any reusable or salvageable material, if identified by the Engineer-in-Charge, shall be handled, stored, reused or disposed of strictly as directed, without any additional cost implication to SAI.

### 3.2.4 Safety & Protection

- The Contractor shall ensure adequate safety measures, protection of existing services, structures and adjoining areas during dismantling works.
- Any damage caused to existing structures, utilities or finishes shall be made good at the Contractor's own cost.

### 3.2.5 Site Clearance

- The site shall be maintained in a clean and debris-free condition at all times, and complete clearance shall be ensured prior to commencement of subsequent works.
- Final handover to SAI

### 3.4. Quality, Safety & Compliance

- Compliance with CPWD specs, IS codes
- Quality control procedures
- Safety management and site discipline
- Protection of existing infrastructure
- Execution without disruption to operational offices

The tender is a Percentage Rate tender and all works described in the Scope of Work shall be executed against the respective BoQ items. Any activity not specifically measured but necessary for completion of the work shall be deemed included in the quoted percentage.

### 3.5 Approved Makes and Procurement of Materials

All materials proposed to be used in the work shall strictly conform to the CPWD approved make list and relevant specifications. The Contractor shall obtain prior written approval of the Engineer-in-Charge for the make, brand and sample of each and every item before procurement and use at site. No material shall be brought to site or incorporated in the works without such approval. Any

material used without the approval of the Engineer-in-Charge shall be liable for rejection and removal at the Contractor's own cost, without any extra payment.

**PROFORMA – I**

(On the letter head of the Tenderer)
To,
Deputy Director
Sports Authority of India (SAI),
Jawaharlal Nehru Stadium Complex
East Gate, Lodhi Rd,
New Delhi, Delhi - 110 003

Subject: Acceptance of tender Conditions.

The tender documents for the work of Laying of Drip Irrigation along Jogging track, and Improvement of Sprinkler System at Football Practice Ground and Storm Water Distribution for Horticulture including Miscellaneous Works (Civil and Electrical) in JLN Stadium, New Delhi has been downloaded by me/us/ from official website/ e-tendering site of Sports Authority of India and I/We hereby unconditionally accept the tender conditions and tender documents in its entirety for the above work.

1. The contents of the Tender documents have been noted wherein it is clarified that after unconditionally accepting the tender condition in its entirety, it is not permissible to put any remark(s)/conditions(s) (except unconditional rebate on price, if any) in the tender enclosed in "Envelope-2 and the same has been followed in the present case. In case this provision of the tender is found violated at any time after opening of the Envelope

2. 2, I/we agree that the tender shall be summarily rejected and SAI shall, without prejudice to any other right or remedy be at liberty to forfeit the full said earnest money absolutely.

3. I/we have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements. In case this provision of the tender is found violated at any time before or after opening of the Price Bid/ Award, I/we agree that the Tender/ Award shall be summarily rejected and SAI shall, without prejudice to any other right or remedy be at liberty to forfeit the full said earnest money/ any other amount payable under this contract absolutely.

4. The required earnest money for this work is enclosed herewith.

5. If I/we will not fulfil the minimum qualifying criteria of the tender I/we not lodge any claim for opening of Envelope 2 of the tender.

Yours faithfully,

Dated: _____

(Signature of the tenderer) with rubber stamp

**PROFORMA – II**

FORM OF TENDER

(On the letter head of the Tenderer)

To,

Deputy Director
Sports Authority of India (SAI),
Jawaharlal Nehru Stadium Complex
East Gate, Lodhi Rd,
New Delhi, Delhi - 110 003

1. I/We, …… [Name & address of the Bidder] …have read the various terms and conditions of the Bid documents together with Addendum no(s)/Errata no(s) attached here with duly signed by me/us and agree to abide by the same.
2. I/We hereby declare that we are aware of the site of work and have made ourselves fully conversant of the conditions therein and including the topography of area, soil strata at site of work, sources and availability of construction materials, rates of construction materials, water, electricity, all local taxes, royalties, octrois etc., availability of local labour (both skilled and unskilled), relevant labour rates and labour laws, the existing road and approaches to the site of work, requirements for further service roads / approaches to be constructed by me / us, the availability and rates of private land etc. that may be required by me / us for various purposes, climatic conditions, law and order situation and availability of working days.
3. I/We hereby tender for execution of Laying of Drip Irrigation along Jogging track, and Improvement of Sprinkler System at Football Practice Ground and Storm Water Distribution for Horticulture including Miscellaneous Works (Civil and Electrical) in JLN Stadium, New Delhi. as per tender documents within the time schedule of completion of work as per separately signed and accepted rates in the bill of quantities quoted by me/us for the whole work in the accordance with the Notice Inviting Tenders, conditions of contract, specifications of materials and workmanship, bill of quantities, Drawings, time schedule of completion of jobs and other documents and papers, all as in tender documents.
4. It has been explained to me/ us that the time stipulated for jobs and completion of works in all respects and in different stages mentioned in the “Time Schedule for Completion of Job” and signed and accepted by me/us is the essence of the contract. I/We agree that in case of failure on my/our part to strictly observe the time of completion mentioned for jobs or any of them and the final completion of works in all respects according to the schedule sat out in SAI “Time Schedule for Completion” of stipulations contained in the contract the recovery being made as specified therein. In exceptional circumstances extensions of time which shall always being in writing way, however be granted by SAI at its entire discretion for some items and I/we agree that such extension of time will not be counted for the final completion of work as stipulated in SAI “Time Schedule of Completion of Jobs.”
5. I/we agree to pay the Earnest Money Deposit, Performance Guarantee and Security Deposit and accept the terms and condition as laid down in the memorandum below in this respect.

MEMORANDUM

| S. No. | Description | Values/ Description to be applicable for relevant clause(s) |
|---|---|---|
| 1. | Name of Work | Laying of Drip Irrigation along Jogging track, and Improvement of Sprinkler System at Football Practice Ground and Storm Water Distribution for Horticulture including Miscellaneous Works (Civil and Electrical) in JLN Stadium, New Delhi. |
| 2. | Client/Owner | Sports Authority of India (SAI) |
| 3. | Type of Tender | Percentage Rate |
| 4. | Estimated Cost | Rs.91,55,909.00 Inclusive of all Taxes |
| 5. | Earnest Money Deposit | Rs. 2,75,000/- |
| 6. | Time Period for completion of Work | Total work is to be completed within 3 months including rainy season in accordance with the time schedule of completion of work in the tender document. |
| 7. | Mobilization Advance | Mobilization Advance is Not payable |
| 8. | Interest rate on Mobilization Advance | Not Applicable |
| 9. | Schedule of Rates applicable | Refer Clause mentioned in the NIT in conjunction with BOQ. |
| 10. | Bid Validity Period | 120 (one hundred and twenty days) days |
| 11. | Performance Guarantee | 5% of contract value to be submitted within 14 days from the date of issue of LOI. Refer Clause of GCC. |
| 12. | Security Deposit/ Retention Money | To be deducted @ 5% of each R.A. bill and final bill till it reaches 5% of the contract value. |
| 13. | Time allowed for starting the work | Date of start of contract shall be reckoned 10 days after the date of issue of letter/Fax/E-mail of "Letter of Acceptance of Work |
| 14. | Defect Liability Period | 1 Year from the date of handing over of works to Owner/ SAI. |

6. Should this tender be accepted, I/We agree to abide by and fulfill all terms and conditions referred to above and in default thereof, to forfeit, and pay SAI or its successors or its authorized nominees such sums of money as are stipulated in the notice inviting tender documents.

7. If I/We fail to commence the work within 10 days on issue of LOI, or I/We fail to submit the Performance Guarantee as per General Conditions of Contract I/We

agree that SAI shall, without prejudice to any other right or remedy, be at liberty to forfeit SAI earnest money deposited with SAI besides any other action as per terms of registration with SAI. SAI shall also be at liberty to cancel the notice of acceptance of tender if we fail to deposit the Performance Guarantee as contained elsewhere in the tender documents.

8. I/We are also enclosing herewith the Acceptance Letter on the prescribed pro- forma as referred to in condition of e-NIT.

Dated the_____day of _____

SIGNATURE OF TENDERER

NAME IN CAPITAL LETTERS_____

ADDRESS_____

TELEPHONE & FAX NO._____

E-mail ID_____

SEAL OF TENDERER

WITNESS

OCCUPATION_____

**PROFORMA - III**

**GENERAL INFORMATION**

All individual firms and each partner of a joint venture participating in this Bid are requested to complete the information in this form.

| | | |
|---|---|---|
| 1 | Name of Bidder | |
| 2 | Head Office Address | |
| | Tel. No. | |
| | Mobile No. | |
| | Fax No. | |
| | E-mail address | |
| 3 | Address on which correspondence should be made | |
| | Tel. No. | |
| | Mobile No. | |
| | Fax No. | |
| | E-mail address | |
| 4 | Place of In Client / Registration | |
| 5 | Legal status of the applicant (attach copies of original documents defining the legal status) | |
| i) | Specify, if the bidder is | |
| | a) An individual | |
| | b) A proprietary firm | |
| | c) A firm in partnership | |
| | d) A Limited Company or Client | |
| | e) A group of firms / joint venture | **Not Applicable** |

| | | |
|---|---|---|
| | (if yes, give complete information in respect of each member) | |
| ii) | Attach a copy of Proprietorship or Partnership Deed or Article of Association. | |

| | | |
|---|---|---|
| 6 | Name of Proprietor / Partners / Directors with their addresses, Mobile & Telephone numbers, Fax No., E-mail address. | |
| 7 | Designation of individuals authorized to act for the organization with the address, Mobile & Telephone numbers, Fax, E-mail address. **(Enclose legal Power of a ttorney along with Board Resolution in case of Companies).** | |
| 8 | Was the applicant ever required to suspend any construction for a period of more than six months continuously after commencement of the construction? If so, give the name of the project & reasons of suspension of work. | |
| 9 | Has the applicant of any constituent partner in case of partnership firm, ever abandoned the awarded work before its completion? If so, give name of the project and reasons for abandonment. | |
| 10 | i) Is the applicant, or any constituent partner in case of partnership firm is debarred at the time of start date for submission of bids. | |
| | ii) Debarment/black listing shall be as per Ministry of Finance, Procurement policy division office memorandum dated 02.11.2021. Provide details accordingly in Proforma-III. | |
| 11 | Has the applicant or any constituent partner in case of partnership firm, ever been convicted by a court of Law? If so, give details. | |

| | | | |
|---|---|---|---|
| 12 | Credit Facility/ Bank Solvency | | |
| 13 | Turn Over / Net Profit for the years given below: Copies of Audited Balance Sheets are to be enclosed with Proforma V. | Turn Over in Lakhs | Profit in Lakhs |
| | 2021-22 | | |
| | 2022-23 | | |
| | 2023-24 | | |
| | 2024-25 | | |
| | 2026-27 | | |
| 14 | Other details: (Copies to be enclosed) | | |
| | a) EPF And ESI registration No. & valid up to: | | |
| | b) Goods & Service Tax Registration No. | | |
| | c) PAN No. | | |
| 15 | Give particulars of registration with Govt./Semi Govt./Public Sector Undertakings/Local Bodies. | | |
| 16 | **Preference to Make in India:**<br>The bidder shall follow percentage of local content used during the execution of work as per the order of Public Procurement (Preference to Make in India) Order 2017 & amendments time to time which issued by Department of | | |

| | | |
|---|---|---|
| | Industrial Policy and Promotion under Ministry of Commerce & Industry vide No: P45021/2/2017-B.E-IIdated 15.06.2017 | |

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

**Date & Place** **Signature & seal of the applicant**

**PROFORMA - IV**

**List of major Plant and Machinery in possession of the firm**

| S.No. | Name of Plant & Machinery / Equipment | Available Owned | *Other than Column No. C |
|---|---|---|---|
| **1.** | **Civil, Dismantling & Finishing Works**<br>• Concrete cutting machines / wall cutters<br>• Core cutting machines<br>• Portable drilling machines<br>• Marble/Tile cutting machines<br>• Floor grinding and polishing machines<br>• Air compressors with accessories<br>• Hand tools (hammers, cutters, grinders, measuring tools, spirit levels, laser levels, etc.) | **C** | **D** |
| 2. | **Carpentry, Joinery & Furniture Works**<br>• Wood cutting machines (table saw, circular saw)<br>• Planers, routers, sanders<br>• Edge banding machines (portable or workshop-based)<br>• Nail guns, screw guns, and pneumatic tools<br>• Portable work benches and clamps | | |
| 3. | **False Ceiling & Partition Works**<br>• Mobile scaffolding systems<br>• Step ladders and extension ladders<br>• Gypsum board cutting tools<br>• Screw guns and drilling machines<br>• Laser alignment tools | | |
| 4. | **Electrical & ELV Works**<br>• Electrical testing instruments (megger, multimeter, earth tester)<br>• Cable pulling machines<br>• Conduit bending machines<br>• Portable drilling and chasing machines<br>• Ladder systems and insulated tools | | |
| 5. | **HVAC Works**<br>• Duct fabrication tools (cutting, bending, crimping tools) | | |

| | | | |
|---|---|---|---|
| | • Portable welding machines<br>• Vacuum pumps<br>• Pressure testing kits<br>• Air balancing instruments | | |
| 6. | **Tractor with Trolley** | | |
| 7. | **Water Tanker** | | |
| 8. | **Plumbing & Sanitary Works**<br><br>• Pipe cutting and threading machines<br>• Welding machines (arc / gas / PPR fusion machines)<br>• Pressure testing pumps<br>• Core drilling machines<br>• Portable water pumps | | |
| 9. | **Fire Fighting Works**<br><br>• Pipe grooving and threading machines<br>• Welding machines<br>• Pressure testing and flushing pumps<br>• Fire system testing instruments | | |
| 10. | **Material Handling & Access Equipment**<br><br>• Material trolleys and pallet trucks<br>• Compressors and spray guns<br>• Chain pulley blocks<br>• Manual hoists, cranes/boom lifts<br>• Mobile work platforms, scaffolding | | |
| 11. | **Safety, Housekeeping & Environmental Control**<br><br>• Industrial vacuum cleaners<br>• Dust extraction units<br>• Barricading panels and safety screens<br>• Fire extinguishers<br>• First aid kits<br>• PPEs (helmets, gloves, safety shoes, goggles, harnesses, etc.) | | |
| 11. | **Miscellaneous & Support Equipment**<br><br>• DG set (silent type, if permitted and required)<br>• Portable lighting arrangements<br>• Dehumidifiers (if required for finishing works) | | |

| | | | |
|---|---|---|---|
| | • Water storage tanks and pumps for testing and curing. | | |
| 12. | Survey Equipment: | | |
| | a) Total Station, | | |
| | b) Theodolite | | |
| | c) Level Instruments | | |
| 13. | Details of Shuttering & Staging Materials | | |
| 14. | Any other information** | | |
| 15. | Road Roller | | |
| 16. | Vibrator Road Roller | | |
| 17. | Paver and Hor Mix Plant | | |

**Date & Place** **Signature & seal of the applicant**

*Note:*

- *In case of any arrangement for getting the equipment on lease/MoU etc., authenticated proof of the same is to be submitted.*
- *Use separate sheets for providing more information*
- *All Plant & Machinery shall be arranged by the Contractor without any extra cost to the Client.*
- *Breakdown or non-availability of equipment shall not be accepted as a reason for delay.*
- *Engineer-in-Charge reserves the right to direct deployment of additional machinery if required for maintaining progress and quality.*
- *All equipment shall comply with applicable safety, statutory, and environmental regulations.*

**PROFORMA - V**

*Date:*

| ANNUAL TURN OVER FOR THE LAST FIVE YEARS | | | | |
|---|---|---|---|---|
| **S. No.** | **YEAR** | **Turnover from Engineering Construction Works (In Rs. Lakh)** | **Net Profit (In Rs. Lakh)** | **Remarks (if any)** |
| 1 | 2021-22 | | | |
| 2 | 2022-23 | | | |
| 3 | 2023-24 | | | |
| 4 | 2024-25 | | | |
| 5 | 2025-26 | | | |

**Note:**

The bidder **shall submit the attested copies of the Audited Balance Sheets** along with Profit and Loss Statements and Auditors Report and Schedules duly certified by the bidder and Chartered Accountant. Certificate from the Chartered Accountant, wherever the Annual Turnover is certified for the relevant financial year in which the minimum criteria of Annual Turnover is satisfied should also be submitted.

**PROFORMA – VI**

**DETAILS OF THE SIMILAR WORKS COMPLETED IN LAST SEVEN YEARS**

| S. No. | Description of the Work with Contract No. | Name and address of the Employer with Contact No. | Date of award | Stipulated date of completion | Date of actual completion | Value of completed work | Reasons for delays, penalty if any | Any other relevant information |
|---|---|---|---|---|---|---|---|---|
| 1 | | | | | | | | |
| 2 | | | | | | | | |
| 3 | | | | | | | | |
| 4 | | | | | | | | |
| 5 | | | | | | | | |
| 6 | | | | | | | | |

*Note:*

1. The Bidder shall submit the attested Copies of the Work order/MoU and Completion Certificates from SAI.
2. The value of work executed should be inclusive of the value of free supply items.

**PROFORMA - VII**

**DETAILS OF ON-GOING/EXISTING WORKS**

| S. No. | Description of the Work with Contract No. | Name and address of the Employer | Date of award | Stipulated date of completion | Value of work as per order (In Rs.) | Value of work completed so far (In Rs.) | Anticipated date of completion of work | Any other relevant information |
|---|---|---|---|---|---|---|---|---|
| 1 | | | | | | | | |
| 2 | | | | | | | | |
| 3 | | | | | | | | |
| 4 | | | | | | | | |
| 5 | | | | | | | | |
| 6 | | | | | | | | |
| 7 | | | | | | | | |
| 8 | | | | | | | | |
| 9 | | | | | | | | |

*Note:*

The copies of certificates of ongoing-awarded works issued by the owner shall be attached. Only those works shall be considered for evaluation for which copies of the certificates issued by the owner are attached.

**PROFORMA VIII**

**PAST CONTRACTUAL PERFORMANCE**

(Affidavit on non-judicial stamp paper of Rs 10/- duly attested by Notary/Magistrate)

This is to certify that We, M/s *[Name of the Bidder with address]*, in submission of the Bid, *[Name of Bid with Bid No.]*

i) have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements;

ii) do not have records of poor performance such as abandoning the work, not properly completing the contract, inordinate delays in completion, litigation history or financial failures etc.;

iii) have never been banned by any Central/State Govt. Departments/Public Sector Undertakings or Enterprises of Central/State Govt.;

iv) have submitted all the supporting documents and furnished the relevant details as per the prescribed format; and

v) have submitted all the information and the requisite documents with the Bid and further certify that we are fully responsible for the correctness of the information and documents submitted by us.

SIGNATURE OF THE BIDDER

SEAL

***Note:*** *Exceptions of the above, if any, shall be clearly mentioned with details by the bidder for evaluation/consideration if any.*

**PROFORMA IX**

BANK ACCOUNT PARTICULARS FOR REFUND OF EMD THROUGH ELECTRONIC MODE

| S. No. | Description | Particulars |
|---|---|---|
| 1 | Name of the Beneficiary | |
| 2 | Bank Name | |
| 3 | Bank Address | |
| 4 | Bank Branch code | |
| 5 | Account No. | |
| 6 | IFSC Code | |
| 7 | MICR No. | |

**Date & Place** **Signature & seal of the applicant**

**PROFORMA - X**

LITIGATION HISTORY

(On the letter head of the Tenderer)

| S. No. | Name of Work | Client | Type of Case (Court Case/Arbitration Case) | Date of Registering of Case | Name & Address of Court / Arbitrator | Amount involved | Present Status | Remarks (if any) |
|---|---|---|---|---|---|---|---|---|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 |
| | | | | | | | | |

*Date & Place* *Signature & seal of the applicant*

**Note:** Applicant has to submit the details of last 5 years in respect of Court Cases / Arbitration Cases.

**PROFORMA XI**

GST REGISTRATION DETAIL

| S. NO. | CONTRACTOR/VENDOR DETAILS | |
|---|---|---|
| 1 | Name | |
| 2 | Address (As per registration with GST) | |
| | City | |
| | Postal Code | |
| | Region/State (Complete State Name) | |
| 3 | GSTIN ID/Provisional ID No. (Copy of Acknowledgement required) | |
| 4 | Type of Business (As per registration with GST) | |
| 5 | Service Accounting Code/HSN Code | |
| 6 | Contact person | |
| | Phone number and Mobile number | |
| | Email id | |
| | Compliance Rating (if undated by GSTN) | |

**PROFORMA – XII**

**UNDERTAKING REGARDING PERCENTAGE OF LOCAL CONTENT**

**On the Letter Head of CA/Statuary Auditor (Certified by CA/Auditor)**

Certification under preference to Make in India order Certificate

1. In line with Government Public Procurement Order No. P-45021/2017-PP (BE-II) dated 04.06.2020 and its amendments, we hereby certify that we M/s_____ are local suppliers and the offered item having local content of _____% ( excluding Net Domestic Indirect Taxes, Transportation, Insurance, Installation, Commissioning, Training and after sales service support like AMC/CMC etc.) as defined in above orders for the material against Tender/Bid No._____ Dated _____

2. Details of location at which local value addition will be made as follows:

_____

3. We also understand, false declaration will be breach of the code of integrity under the rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per rule 151 (iii) of the General Financial Rules along with such other actions as maybe permissible under law.

**Thanking You**

_____
**(Signature, name and designation of the authorized signatory)**
**(Name and seal of the Bidder)**

**PROFORMA XIII**

**Solvency Certificate**
**On Banker's Letter Head**

This is to state that to the best of our knowledge and information that M/s _____ having /registered office address _____ is customer of bank and has been maintaining his accounts with our branch since _____

As per records available with the bank, M/s _____

_____

can be treated as solvent up to a limit of Rs. _____

_____

(Rupees in words _____

).

It is clarified that the above information is issued / furnished to SAI at Customer's request for their empanelment & participation in various tenders.

**Signature, Name & Designation Address of Bank**

BANK'S SEAL

***NOTE:***

1. *The above certificate shall be from the RBI Scheduled Bank.*

2. *In case of Partnership firm, Certificate should include names of all partners as recorded with the bank.*

3. *The Certificate should have been issued within 6 months from original last date of the submission of tender but in the current financial year.*

4. *Original certificates are to be submitted along with the bid documents.*

**PROFORMA XIV**

**PRE-CONTRACT INTEGRITY PACT**

This pre-bid /pre contract Agreement (hereinafter called Integrity Pact) is made on …….day of the month of …… 20.. between, on one hand, Sports Authority of India, hereinafter referred to as "The Principal" which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns of the First Part.
And

M/s_____, a company/ firm/ individual (status of the company), PSU/Partnership/Joint Venture and having its registered office at …….represented by Shri_____, hereinafter referred to as "The Bidder/Contractor" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns of the Second Part.

WHEREAS the Principal proposes to procure _____ (Name of the work/ goods/ services) and The Bidder/Contractor is willing to offer against NIT No_____, aforesaid proposal of the Principal.

WHEREAS the Bidder is a private company / public company/ Government undertaking/ partnership/ consortium/ joint venture company/ Firm/ Individual (status of the Company), constituted in accordance with the relevant law in the matter and the Principal is an autonomous body under Ministry of Youth Affairs and Sports.

NOW, THEREFORE, To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-
Enabling the Principal to obtain the desired said (goods/ services) at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and
Enabling the Bidder(s) to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the Principal will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties here by agree to enter into this Integrity Pact & agree as follows:

**1.0 Commitments of the Principal**

1.1 The Principal undertakes that no official of the Principal, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Bidder, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

1.2 The Principal will, during the pre-contract stage, treat all Bidders alike, and will provide to all the Bidders the same information and will not provide any such information to any particular Bidder which could afford an advantage to that particular Bidder in comparison to other Bidders.

1.3 All the officials of the Principal will report to the appropriate Authority any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

**2.0** In case any such preceding misconduct on the part of such official(s) is reported by the Bidder to the Principal with full and verifiable facts and the same is prima facie found to be correct by the Principal, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the Principal and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the Principal the proceedings under the contract would not be stalled.

**3.0 Commitments of the Bidder(s)**

The Bidder(s) commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:

3.1 The Bidder(s) will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Principal, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation/completion of the contract.

3.2 The Bidder further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Principal or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.

3.3 The Bidder(s) shall disclose the name and address of agents and representatives, and Indian Bidder(s) shall disclose their foreign principals or associates.

3.4 The Bidder(s) shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.

3.5 If applicable,The BIDDER further confirms and declares to the PRINCIPAL that the BIDDER is the original manufacturer/integrator/authorised government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the PRINCIPAL or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

3.6 The Bidder, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the Principal or their family members, agents,

brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

3.7 The Bidder will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

3.8 The Bidder will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

3.9 The Bidder shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The Bidder also undertakes to exercise due and adequate care lest any such information is divulged.

3.10 The Bidder(s) commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.11 The Bidder(s) shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.12 If the Bidder or any employee of the Bidder or any person acting on behalf of the Bidder, either directly or indirectly, is a relative of any of the officers of the Principal, or alternatively, if any relative of an officer of the Principal has financial interest/stake in the Bidder(s)(s) firm, the same shall be disclosed by the Bidder at the time of filling of tender.

The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

3.13 The Bidder(s) shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the Principal.

3.14 The representative of the Bidder(s) signing Integrity Pact shall not approach the Courts while representing the matters to IEMs and he/she will wait their decision in the matter.

3.15 In case of sub-contracting, the bidder/principal contractor shall take the responsibility of the adoption of IP by the sub-contractor.

## 4.0 Previous Transgression

4.1 The Bidder(s) declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect on any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify Bidder's exclusion from the tender process.

4.2 The bidder agrees that if I make incorrect statement on this subject, Bidder can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

## 5.0 Earnest Money (Security Deposit)

A Bidder is required to submit, along with its BID, an EMD (the "**BID Security**"), refundable not later than 30 (Thirty) days after Letter of Acceptance of Work to the selected bidder, except in the case of the Selected Bidder whose BID Security shall be retained till it has provided a Performance Security under the Agreement. The Bidders will have to submit EMD/Bid security online in following SAI Bank Account:

| S. No. | Particulars | Details |
|---|---|---|
| 1. | Name of Beneficiary | **Secretary/Sports Authority of India** |
| 2. | Name of Bank | **Union Bank of India** |
| 3. | Bank A/c No. | **Account No: 108510100032325** |
| 4. | IFSC Code | **UBIN0810851** |

a. The bidder shall furnish Bid Security/EMD for an amount as shown in the bid document. The Bid Security is required to protect SAI against any non-compliance, misconduct, or withdrawal by the bidder. Failure to submit the Bid Security in the prescribed manner and within the stipulated timeline shall result in outright rejection of the bid, without any further consideration.

**b. No exemption of EMD is allowed in the work for any category of bidders**

c. The Bid Security/ EMD shall be furnished in one of the following forms:

d. Account Payee Demand Draft

e. Fixed Deposit Receipt

f. Banker's cheque / Pay Order

g. Bank Guarantee (including e-PBG) from any of the commercial banks (as per the format at Annexure V),

h. NEFT transfer to "Secretary SAI, Union Bank of India Account No: 108510011000101, IFSC No. UBIN0810851 (Bidder has to upload challan/proof along with Bid one procurement portal).

i. Valid Insurance Surety Bonds

j. In case, submission of Bid Security in the form of a) to d) and f), following shall be ensured:

k. A scanned copy of the document shall be uploaded on e-Procurement Portal while applying to the tender.

l. The original document should be delivered to the official nominated as indicated in the tender document at SAI HO in Delhi before closing date and time for submission of bids.

m. Non submission of scanned copy of bid security document with the bid on e-tendering portal and/or non-submission of original bid security document within the specified period shall lead to summary rejection of bid. Further. No request on account of postal delay shall be entertained

n. The Demand Draft, Fixed Deposit Receipt, Banker's Cheque, Insurance Surety Bonds or Bank Guarantee (including e-PBG) shall be drawn on any Nationalized/Scheduled Bank in India, in favour of the "Secretary, Sports Authority of India", payable at New Delhi. In case of Bank Guarantee, the same is to be obtained from any Nationalized /Scheduled bank in India as per the format specified under Annexure V of the Bid Document.

o. The Bid Security shall be valid for a period of Forty-Five (45) days beyond the validity period of the bid.

p. Bid Security of a bidder will be forfeited, if the bidder withdraws or amends its bid or impairs or derogates from the bid or is breach of any condition of the tender documents in any respect within the period of validity of its bid without prejudice to other rights of SAI. Further, if a successful bidder fails to furnish the required Performance Security and sign the contract / agreement within the period as specified by SAI in the Letter of Acceptance of Work / Notification of Award (NoA), its Bid Security/EMD will be forfeited.

q. The EMD serves as a safeguard for SAI against any misconduct or non-compliance by the bidder. The Bid Security shall be forfeited without any further notice if the bidder withdraws, amends, revises, or modifies its bid in any manner within the bid validity period. It shall also be forfeited if the bidder submits false, misleading, forged, or incorrect information or documents, whether deliberately or due to negligence. Additionally, if the successful bidder fails to furnish the required Performance Security within the specified period or engages in fraudulent practices, misrepresentation, or attempts to unduly influence the bidding process at any stage, the Bid Security will be forfeited. Moreover, non-compliance with any conditions outlined in the tender document, as determined by SAI, shall also result in forfeiture of the EMD

r. Bid securities of the unsuccessful bidders shall be returned to them before expiry of the final bid validity and latest on or before the 30th day after the award of the contract. Bid securities of unsuccessful bidders during first stage i.e., technical evaluation etc. shall be returned within 30 days of declaration of result of first stage i.e., technical evaluation etc.

## 6.0 Sanctions for Violations

6.1 Any breach of the aforesaid provisions by the Bidder or anyone employed by it or acting on its behalf shall entitle the Principal to take all or any one of the following actions, wherever required:

i. To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the Bidder. However, the proceedings with the other Bidder(s) would continue.

ii. The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Guarantee (after the contract is Signed) shall stand forfeited either fully or partially, as decided by the Principal and the Principal shall not be required to assign any reason thereof.

iii. To immediately cancel the contract, if already signed, without giving any compensation to the Bidder.

iv. To recover all sums already paid by the PRINCIPAL, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the PRINCIPAL in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

v. To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the PRINCIPAL, along with interest.

vi. To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the PRINCIPAL resulting from such cancellation/rescission and the PRINCIPAL shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

vii. To debar the Bidder from participating in future bidding processes of the Govt. of India for a minimum period of five years, which may be further extended at the discretion of the Principal.

viii. To recover all sums paid in violation of this Pact by Bidder(s) to any middleman or agent or broker with a view to securing the contract.

ix. In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the Principal with the Bidder, the same shall not be opened/operated.

x. Forfeiture of Performance Security in case of a decision by the Principal to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2 The Principal will be entitled to take all or any of the actions mentioned at para 6.1 (i) to (x) of this Pact also on the Commission by the Bidder or any one employed by it or acting on its behalf (whether with or without the knowledge of the Bidder), of an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.3 The decision of the Principal to the effect that a breach of the provisions of this Pact has been committed by the Bidder shall be final and conclusive on the Bidder. However, the Bidder can approach the Independent External Monitor(s) appointed for the purposes of this Pact.

**7.0 Independent Monitors:**

7.1 The Principal has appointed Independent Monitors (hereinafter referred to as monitors) for this Pact in consultation with the Central Vigilance Commission.

7.2 The Name and contact details of Independent External Monitor (IEM) is as below:

1. Sh. P Mallikharjuna Rao, IFOS(Retd)
   72, Prashasan Nagar,
   Jubileehills, Hyderabad
   M. No – 9440576170
   Email: pmkrao72@gmail.com

2. Sh. Janak Digal,
   Plot No. 1B/2, Sector-l1, CDA,
   Markat Nagar, Cuttack, Odisha - 753015
   M. No.- 09971116084, Email: janakdigal85@gmail.com

7.3 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

7.4 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

7.5 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.

7.6 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the authority designated by the Principal.

7.7 The Bidder(s) accepts that the Monitor has the right to access without restriction, to all Project documentation of the Principal including that provided by the Bidder. The

Bidder will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractor(s). The Monitor shall be under contractual obligation to treat the information and documents of the Bidder/Subcontractor(s) with confidentiality.

7.8 The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

7.9 The Monitor will submit a written report to the designated authority of the Principal/Secretary in the Department within 8 to 10 weeks from the date of reference or intimation to him by the Principal/Bidder and should the occasion arise, submit proposals for correcting problematic situations.

**8.0 Facilitation of Investigation**

In case of any allegation of violation of any provisions of this Pact or payment of commission, the Principal or its agencies shall be entitled to examine all the documents including the Books of Accounts of the Bidder and the Bidder shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

**9.0 Law and Place of Jurisdiction:**

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the Principal.

**10.0 Other Legal Actions**

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

**11.0 Validity**

11.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the Principal and The Bidder/Contractor, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

11.2 Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intention.

**12.0** The Parties hereby sign this Integrity Pact as part of the contract at_____on_____

| | |
|---|---|
| (Principal) | (Bidder) |
| (Office Seal) | (Office Seal) |
| Place :…….. Date:……. | Place :…….. Date:……. |
| Witness 1: ,,,

## Proforma XV

**PROFORMA OF BANK GUARANTEE (FOR MOBILIZATION ADVANCE)**

**NOT APPLICABLE**

**Annexure XVI**

**Format for Self-Declaration regarding Restriction under Rule 144 (XI) of GFR 2017 (Land Border Sharing) (to be printed in letter head**)

DECLARATION BY AUTHORISED SIGNATORY OF THE FIRM

I, the undersigned, _____ (full names), do hereby declare, in my capacity as _____ of M/s _____ (name of bidder entity), that:

1) I have read the Order (Public Procurement No.1, 2 & 3) dtd 23 Jul 2020 & 24 Jul 2020 office memorandum (OM) No. F.18/37/2020-PPD Dt:08.02.2021, OM NO. F.12/1/2021-PPD (Pt) dated 02.03.2021 and OM No. F.7/10/2021-PPD dated 08.06.2021 and OM No.F.7/10/2021-PPD dated 23.02.2023 on the subject of Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 regarding restrictions on procurement from a bidder of a country which shares a land border with India and comply to all the provisions of the Order.

2) I certify that M/s _____ (name of bidder entity) is not from such a country or, is from such a country (strike out whichever is not applicable), has been registered with the Competent Authority. I hereby certify that this SUPPLIER fulfils all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority is attached]

3) I understand that the submission of incorrect data and / or if certificate / declaration given by M/s _____ (name of bidder entity) is found to be false, this would be a ground for debarment and further legal action in accordance with law as per Clause 18 of Procurement Policy Division OM No.F.7/10/2021-PPD dated 23.02.2023.

**AUTHORISED SIGNATURE: DATE: _____**

**Seal / Stamp of Bidder**

**Annexure XVII| BANK GUARANTEE FORM FOR BID SECURITY**

Whereas _____ (hereinafter called the "Bidder") has submitted its quotation dated _____ for the supply of _____ (hereinafter called the "Bid") against the purchaser's Bid Reference No. _____ Know all persons by these presents that we _____ of_____ (Hereinafter called the "Bank") having our registered office at _____ are bound unto Sports Authority of India, New Delhi110003 (hereinafter called the "Purchaser) in the sum of _____ for which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of _____ 20____. The conditions of this obligation are:

(1) If the Bidder withdraws or amends, breaches the terms and conditions of the tender document, impairs or derogates from the Bid in any respect within the period of validity of this Bid.

(2) If the Bidder having been notified of the acceptance of his Bid by the Purchaser during the period of its validity: -

a) Fails or refuses to furnish the performance security for the due Performance of the contract.

or

b) Fails or refuses to accept/execute the Rate Contract.

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

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

_____

(Signature of the authorized officer of the Bank)

_____

_____

Name and designation of the officer

_____

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

## AGREEMENT FORM

This agreement made this day of (Month) (Year), between the SPORTS AUTHORITY OF INDIA (SAI), is a registered society under administrative control of Ministry of Youth Affairs and Sports (hereinafter referred to as the "SAI" which expression shall include its administrators, executors and assigns) of the one part

and

M/s___ (NAME OF CONTRACTOR) (hereinafter referred to as the 'Contractor' which expression shall unless the context requires otherwise include its administrators, successors, executors and permitted assigns) of the other part.

WHEREAS, SAI, has desirous for Laying of Drip Irrigation along Jogging track, and Improvement of Sprinkler System at Football Practice Ground and Storm Water Distribution for Horticulture including Miscellaneous Works (Civil and Electrical) in JLN Stadium, New Delhi. (hereinafter referred to as the "PROJECT") on behalf of SAI, under Ministry of youth Affairs and Sports (hereinafter referred to as "OWNER"), had invited tender as per tender documents vide NIT No. _.

AND

WHEREAS _____ (NAME OF CONTRACTOR) had participated in the above referred tender vide their tender dated _____ and SAI has accepted their aforesaid tender and award the Laying of Drip Irrigation along Jogging track, and Improvement of Sprinkler System at Football Practice Ground and Storm Water Distribution for Horticulture including Miscellaneous Works (Civil and Electrical) in JLN Stadium, New Delhi. on the terms and conditions contained in its Letter of Acceptance of Work No. _____and the documents referred to therein, which have been unequivocally and unconditionally accepted by_____
(NAME OF CONTRACTOR) vide their acceptance letter dated _resulting into a contract.

NOW THEREFORE THIS DEED WITNESSETH AS UNDER:

ARTICLE 1.0 – AWARD OF CONTRACT

1.1 SCOPE OF WORK

SAI has awarded the contract to _____ (NAME OF CONTRACTOR) for the work of Laying of Drip Irrigation along Jogging track, and Improvement of Sprinkler System at Football Practice Ground and Storm Water Distribution for Horticulture including Miscellaneous Works (Civil and Electrical) in JLN Stadium, New Delhi. on the terms and conditions in its Letter of Acceptance of Work No. _____ dated _____ and the documents referred to therein. The award has taken effect from ____ (DATE) i.e. the date of issue of aforesaid Letter of Acceptance of Work. The terms and expressions used in this agreement shall have the same meanings as are assigned to them in the "Contract Documents" referred to in the succeeding Article.

ARTICLE 2.0 – CONTRACT DOCUMENTS

The contract shall be performed strictly as per the terms and conditions stipulated herein and in the following documents attached herewith (hereinafter referred to as "Contract Documents").

a) SAI Notice Inviting Tender vide No. _____date

and SAI's tender documents consisting of:

i) General Conditions of Contract (GCC) & Special Conditions of Contract (SCC) including Appendices & Annexure along with amendment(s) / errata (if any) issued

ii) Bill of Quantities along with amendment(s)/corrigendum(s), if any,

iii) Technical Specifications along with amendment(s)/ corrigendum(s), if any,

iv) Tender drawings along with amendment(s) / corrigendum(s), if any,

v) Any Other clauses in the Tender.

b) _____ (NAME OF CONTRACTOR) letter proposal dated (Date of Submission of Bid) _and their subsequent communication:

i) Letter of Acceptance of Tender Conditions/Performance Bank guarantee dated _____

SAI's detailed Letter of Acceptance of Work No. _____dated _____including Bill of Quantities, Agreed Time Schedule, Contractor's Organisation Chart and List of Plant and Equipment submitted by Contractor.

All the aforesaid contract documents referred to in Para 2.1 and 2.2 above shall form an integral part of this Agreement, in so far as the same or any part thereof column, to the tender documents and what has been specifically agreed to by SAI in its Letter of Acceptance of Work. Any matter inconsistent therewith, contrary or repugnant thereto or deviations taken by the Contractor in its "TENDER" but not agreed to specifically by SAI in its Letter of Acceptance of Work, shall be deemed to have been withdrawn by the Contractor without any cost implication to SAI. For the sake of brevity, this Agreement along with its aforesaid contract documents and Letter of Acceptance of Work shall be referred to as the "Contract".

ARTICLE 3.0 – CONDITIONS & CONVENANTS

The scope of Contract, consideration, terms of payments, advance, security deposits, taxes wherever applicable, insurance, agreed time schedule, compensation for delay and all other terms and conditions contained in SAI's Letter of Acceptance of Work No. _____ dated _____
are to be read in conjunction with other aforesaid contract documents. The contractor shall duly perform the contract strictly and faithfully in accordance with the terms of this contract.

The scope of work shall also include all such items which are not specifically mentioned in the Contract Documents but which are reasonably implied for the satisfactory completion of the entire scope of work envisaged under this contract unless otherwise specifically excluded from the scope of work in the Letter of

Acceptance of Work. The Contractor shall adhere to all requirements stipulated in the Contract Documents.

Time is the essence of the Contract and it shall be strictly adhered to. The progress of work shall conform to Agreed Works Schedule/ Contract Documents and Letter of Acceptance of Work.

This agreement constitutes full and complete understanding between the parties and terms of the presents. It shall supersede all prior correspondence to the extent of inconsistency or repugnancy to the terms and conditions contained in Agreement. Any modification of the Agreement shall be effected only by a written instrument signed by the authorized representative of both the parties. The rate quoted by M/s _____

(NAME OF CONTRACTOR) is _. The total contract price for the entire scope of this contract as detailed in Letter of Acceptance of Work is Rs.
(Rupees only), which shall be governed by the stipulations of the contract documents.

ARTICLE 4.0 – NO WAIVER OF RIGHTS

Neither the inspection by SAI or the Engineer-In-Charge or Owner or any of their officials, employees or agents nor order by SAI or the Engineer-In-Charge for payment of money or any payment for or acceptance of, the whole or any part of the work by SAI or the Engineer-In-Charge nor any extension of time nor any possession taken by the Engineer-In- Charge shall operate as waiver of any provisions of the contract, or of any power herein reserved to SAI, or any right to damage herein provided, nor shall any waiver of any breach in the contract be held to be a waiver or any other or subsequent breach.

ARTICLE 5.0 – GOVERNING LAW AND JURISDICTION

The Laws applicable to this contract shall be the laws in force in India and jurisdiction of New Delhi Court (s) only. Notice of Default given by either party to the other party under the Agreement shall be in writing and shall be deemed to have been duly and properly served upon the parties hereto, if delivered against acknowledgment due or by FAX or by registered mail duly addressed to the signatories at the address mentioned herein above.

IN WITNESS WHEREOF, the parties through their duly authorized representatives have executed these presents (execution whereof has been approved by the Competent Authorities of both the parties) on the day, month and year first above mentioned at New Delhi.

| | |
|---|---|
| For and on behalf of: | For and on behalf of: |
| (NAME OF CONTRACTOR) | SPORTS AUTHORITY OF INDIA |
| WITNESS: | WITNESS: |
| 1. | 1. |
| 2. | 2. |

**BANK GUARANTEE FORM FOR PERFORMANCE SECURITY**

To

_____,

_____.

WHEREAS _____ (Name and address of the supplier) (Hereinafter called "the supplier") has undertaken, in pursuance of contract no._____ dated_____ for (description of services) (herein after called "the contract"). AND WHEREAS it has been stipulated by you in SAI contract that the supplier shall furnish you with a unconditional bank guarantee from a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract; AND WHEREAS we have agreed to give the supplier such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of. _____ (Amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

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

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

This guarantee shall be valid up to -------- days beyond the date of expiry of contract period as per NIT.

(Signature with date of the authorized officer of the Bank)
…….
Name and designation of the officer
…….

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

**PROFORMA XVI**

**(To be submitted by bidder seeking EMD exemptions): NOT APPLICABLE**

## 12. GENERAL CONDITIONS OF ONTRACT (GCC)

### 1.0 GENERAL

The Contract means the documents forming the tender and acceptance thereof and the agreement executed between the competent person on behalf of SAI and the contractor, together with the documents referred to therein including these conditions, the specifications, designs, drawings and instructions issued from time to time by the Engineer-In-Charge and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.

1.1. SPORTS AUTHORITY OF INDIA, hereinafter called 'SAI' proposes to get the works executed as mentioned in the Contract.

1.2. In case of EPC contract the work will be executed as per drawings "GOOD FOR CONSTRUCTION" submitted by the contractor and approved by SAI unless otherwise specified elsewhere in the tender documents.

1.3. In the contract, the following expressions shall, unless the context otherwise requires, have the meaning, hereby respectively assigned to them.

1.4. DEFINITIONS

a) APPLICABLE LAW" means all laws, rules, regulations, and notifications in force and applicable to this NIT and the subsequent contract, including amendments and modifications made from time to time.

b) **APPROVAL** means approval in writing including subsequent written confirmation of previous verbal approval.

c) **ENGINEER-IN-CHARGE** means the PROJECT MANAGER or an officer nominated by Competent Authority of SAI who shall supervise and be in-charge of the work from time to time.

d) **WORKS OR WORK**: The expression works or work shall unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent, and whether original, altered, substituted or additional.

e) "**CONTRACT/AGREEMENT/MOU**" means the written agreement entered between the purchaser and the supplier, together with all the documents mentioned therein and including all attachments, annexure etc. therein.

f) **CONTRACTOR, AGENCY, FIRM, COMPANY, BIDDER, CONSULTANT, SERVICE PROVIDER** means the individual, firm or company, whether incorporated or not, undertaking the works and shall include the legal representative of such individual or the persons composing such firm or company, or the successors of such firm or company and the permitted assignees of such individual, firm or company.

g) **DRAWINGS** mean the drawings referred to in the Bill of Quantities, specifications and any modifications of such drawings or such other drawings as may from time to time be furnished or approved by SAI.

h) **"DELIVERABLES"** means the measurable and verifiable outputs, reports, services, or any other obligation to be provided by the agency under the contract.

i) "**GOVERNMENT AUTHORITIES**" shall mean any or all governmental authority / authorities of India or any subdivision thereof, whether national, federal, provincial, regional, state, county, municipal, local or other and any ministry, department, agency, entity or other body duly exercising executive, legislative, regulatory or administrative functions of government, including any other body which may exercise similar and any other municipal/ local authority having jurisdiction over the parties herein, and shall include any authority established through a statute or an act of the Government of India.

j) **"LETTER OF Commencement of Work" OR "LOC"** means the letter issued by SAI to the Successful Bidder to undertake and execute the project in conformity with the terms and conditions set forth in the NIT and any subsequent amendments thereof.

k) "**LICENSES & PERMITS"** means all statutory approvals required from local, state, or national authorities, including police permissions, fire safety clearances, municipal permits, Intellectual Property Rights, venue-related compliances, copyrights compliances, etc.

l) **"LIQUIDATED DAMAGES (LD)"** means the predetermined compensation payable by the agency to SAI in case of failure to meet contractual obligations, including delays in service delivery.

m) **MATERIAL BREACH** refers to a substantial failure to perform a contractual obligation that defeats the purpose of the agreement or causes significant harm to the other party.

n) **"MATERIAL ADVERSE EFFECT"** with respect to a party means a material adverse change in or effect on the business, operations, financial condition, properties or liabilities of the party taken as a whole; provided, however, that a Material Adverse Effect shall not be deemed to include (i) changes as a result of the announcement of this transaction, (ii) events or conditions arising from changes in general business or economic conditions or (iii) changes in generally accepted accounting principles.

o) **"OVERLAYS"** means temporary infrastructure, facilities, branding, and equipment required for the successful execution of the event.

p) **"PERFORMANCE SECURITY"** means monetary or financial guarantee to be furnished by the successful bidder for due performance of the contract placed on it

q) **SITE** means the lands and other places on, under, in or through which the works are to be executed or carried out and any other lands or places provided by SAI or used for the purpose of the agreement.

r) **WRITING** means any manuscript typed written or printed statement under or over

signature and/or seal as the case may be.

s) **MONTH** means English Calendar month, 'Day' means a Calendar Day of 24 Hrs. each.

t) **CONTRACT VALUE** means the sum for which the tender is accepted as per the Letter of Acceptance of Work.

u) **LANGUAGE**: All documents & correspondence in respect of this contract shall be in English Language.

v) **BILL OF QUANTITIES** or **SCHEDULE OF QUANTITIES** means the priced and completed Bill of Quantities or Schedule of Quantities forming part of the tender.

w) **OWNER** means **Sports Authority of India (SAI)**

x) **TENDER** means the Contractor's priced offer to SAI for the execution and completion of the work and the remedying of any defects therein in accordance with the provisions of the Contract, as accepted by the Letter of Acceptance of Work or Award Letter. The word TENDER is synonymous with Bid and the word TENDER DOCUMENTS with "Bidding Documents" or "Offer Documents".

y) **"INSPECTING OFFICER"** means the person or organisation stipulated in the contract for inspection under the contract and includes his/ their authorised representative.

z) **"INTELLECTUAL PROPERTY RIGHTS" (IPR)** means the rights of the intellectual property owner concerning a tangible or intangible possession/ exploitation of such property by others. It includes rights to Patents, Copyrights, Trademarks, Industrial Designs, Geographical indications (GI).

aa) **"PARTIES":** The parties to the contract are the "Contractor" and SAI, as defined in this clause;

bb) **"GENERAL CONDITIONS"** means the General Conditions of Contract, also referred to as GCC.

cc) **SPECIAL CONDITIONS** means Special Conditions of Contract, which override the General Conditions, also referred to as SCC.

dd) **"SIGNED"** means ink signed or digitally signed with a valid Digital Signature as per IT Act 2000 (as amended from time to time). It also includes stamped, except in the case of a Letter of Commencement of work or an amendment thereof.;

The headings in the clauses/ conditions of tender documents are for convenience only and shall not be used for interpretation of the clause/ condition.

Words imparting the singular meaning only also include the plurals and vice versa where the context requires. Words imparting persons or parties shall include firms, companies and other organizations having legal capacities.

## 2.0 THE CONTRACT

Language of Contract: Unless otherwise stipulated in SCC, the contract shall be written in the Official Language or English. All correspondence and other contract documents, which the parties exchange, shall also be written/ translated accordingly in that language. For purposes of interpretation of the contract, the English documents/ translation shall prevail.

The Entire Agreement: This Contract and its documents (constitute the entire agreement between SAI and the contractor and supersedes all other communications, negotiations, and agreements (whether written or oral) of the Parties made before the date of this Contract. No agent or representative of either Party has the authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not outlined in this Contract.

Severability: If any provision or condition of this Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of this

Modifications/ Amendments of Contract: If any of the contract provisions must be modified after the contract documents have been signed, the modifications shall be made in writing and signed by SAI, and no modified provisions shall be applicable unless such modifications have been done. No variation in or modification of the contract terms shall be made except by a written amendment signed by SAI. Requests for changes and modifications may be submitted in writing by the contractor to SAI. At any time during the currency of the contract, SAI may suo- moto or, on request from the contractor, by a written order, amend the contract by making alterations and modifications within the general scope of the Contract. If the contractor does not agree to the suo -moto modifications/amendments made by SAI, he shall convey his views within 14 days from the date of amendment/ modification. Otherwise, it shall be assumed that the contractor has consented to the amendment.

Any verbal or written arrangement abandoning, modifying, extending, reducing, or supplementing the contract or any of the terms thereof shall be deemed conditional and shall not be binding on SAI unless and until the same is incorporated in a formal instrument and signed by SAI, and till then SAI shall have the right to repudiate such arrangements.

Waivers and Forbearances: The following shall apply concerning any waivers, forbearance, or similar action taken under this Contract:

**1)** Any waiver of a Procuring Entity's rights, powers, or remedies under this Contract must be in writing, dated, and signed by an authorized representative of SAI granting such waiver and must specify the terms under which the waiver is being granted.

2) No relaxation, forbearance, delay, or indulgence by Procuring Entity in enforcing any of the terms and conditions of this Contract or granting of an extension of time by Procuring Entity to the contractor shall, in any way whatsoever, prejudice, affect, or restrict the rights of Procuring Entity under this Contract, neither shall any waiver by Procuring Entity of any breach of Contract operate as a waiver of any subsequent or continuing breach of Contract.

## 3.0 SITE VISIT AND COLLECTING LOCAL INFORMATION

Before tendering, the tenderer is advised to visit the site, its surroundings to assess and satisfy themselves about the local conditions such as the working and other constraints at site, approach to the site, availability of water & power supply, application of taxes, cess duties and levies as applicable, nature of ground, soil and sub-soil condition, underground water table level, accommodations they may require etc., river regime, river water levels, other details of river, streams & any other relevant information required by them to execute complete scope of work.

The tenderer may obtain all necessary information as to risks, weather conditions, contingencies & other circumstances (insurgencies etc.), which may influence or affect their tender prices. Tenderer shall be deemed to have considered site conditions whether he has inspected it or not and to have satisfied himself in all respect before quoting his rate and no claim or extra charges whatsoever in this regard shall be entertained / payable by SAI at a later date.

### 3.1. ACCESS BY ROAD

Contractor, if necessary, shall build temporary access roads to the actual site of construction for the works at his own cost to make the site accessible. The Contractor shall maintain the same in motorable condition at all the times as directed by Engineer-In-Charge at his own cost. The contractor shall be required to permit the use of any roads so constructed by him for vehicles of SAI or any other agencies/ contractors who may be engaged on the project site, free of cost. Non- availability of access roads or approach to site, for the use of the contractor shall in no case condone any delay in the execution of work nor be the cause for any claim for compensation.

### 3.2. HANDING OVER & CLEARING OF SITE

3.2.1. The Contractor should note that area for construction may be made available in phases as per availability and in conjunction with pace of actual progress of work at site. The work may be required to be carried out in constrained situations. The work is to be carried out in such a way that the traffic, people movement, if any, is kept operative and nothing extra shall be payable to the contractor due to this phasing / sequencing of the work. The contractor is required to arrange the resources to complete the entire project within total stipulated time. Traffic diversion, if required, is to be done and maintained as per specification by the contractor at his own cost and the contractor shall not be entitled for any extra payment, whatsoever, in this regard.

3.2.2. The efforts will be made by SAI to handover the site to the Contractor free of encumbrances. However, in case of any delay in handing over of the site to the Contractor, SAI shall only consider suitable extension of time for the execution of the work. It should be clearly understood that SAI shall not consider any revision in contract price or any other compensation whatsoever viz. towards idleness of

Contractor's labour, equipment etc.

3.2.3. The Contractor shall be responsible for removal of all over-ground and under-ground structures (permanent, semi-permanent and temporary) and constructions from the site. The cost to be incurred in this regard shall be deemed to be included in the quoted rate of Bill of Quantities of items and contractor shall not be entitled for any extra payment whatsoever, in this regard. The contractor, if required, shall demolish old structures on the proposed site, properly. The useful material obtained from demolition of structures & services shall be the property of the owner/SAI and these materials shall be stacked in workmanship like manner at the place specified by the Engineer-In-Charge.

3.2.4. If required, the contractor has to do site clearance, enabling work, barricading, diversion of Roads, shifting/ realignment of existing utility services, drains, nallahs etc. at his own cost as per direction of Engineer-In-Charge and the contractor shall not be entitled for any extra payment whatsoever in this regard.

3.2.5. Necessary arrangements including its maintenance are to be made by the contractor for temporary diversion of flow of existing drain and road, as the case may be. The existing drain, road would be demolished, wherever required, with the progress of work under the scope of proposed project. The existing Road and Drain, which are not in the alignment of SAI project but are affected and/ or need to be demolished during execution for smooth progress of the project, shall be rehabilitated to its original status and condition (including black topping) by the contractor at his own cost. The cost to be incurred by contractor in these regards shall be deemed to be included in the quoted rates of the Bill of Quantities items and contractor shall not be entitled for any extra payment whatsoever, in these regards.

3.2.6. The Contractor shall be responsible to co-ordinate with service provider/ concerned authorities for cutting of trees, shifting of utilities and removal of encroachments etc. and making the site un-encumbered from the project construction area required for completion of work. This shall include initial and frequent follow up meetings/ actions/ discussions with each involved service provider/ concerned authorities. The contractor shall not be entitled for any additional compensation for delay in cutting of trees, shifting of utilities and removal of encroachments by the service provider/ concerned authorities.

3.2.7. The information about the public utilities (whether over ground or underground) like electrical/ telephone/ water supply lines, OFC Cables, open drain etc. is the responsibility of contractor to ascertain the utilities that are to be affected by the works through the site investigation and collection of information from the concerned utility owners.

3.2.8. The contractor shall be responsible to obtain necessary approval from the respective authorities for shifting/ re-alignment of existing public utilities. SAI shall only assist the contractor for liasoning in obtaining the approval from the concerned authorities. Take all measures reasonably required by the various bodies to protect their services

and property during the progress of works. It shall be deemed to be the part of the contract and no extra payment shall be made to the contractor for the same. Shifting/ re- alignment of public utilities should be done without disturbing the existing one. New service lines should be laid and connected before dismantling the existing one.

3.2.9. Shifting/ re-alignment of existing public utilities shall be done by the contractor as per technical requirement of respective bodies or as per direction of Engineer-In-Charge. Shifting/ re-alignment of public utilities include all materials, labours, tools and plants and any other expenses whatsoever for the same. The cost to be incurred in this regard shall be deemed to be included in his quoted rates of BOQ items and the contractor shall not be entitled for any extra payment, whatsoever, in this regard. In case any of these services are shifted by the State Govt/ local authorities themselves for which deposit as per their estimates is to be made to them, the contractor shall deposit the same and the contractor shall be paid only at the rates quoted by them in BOQ for quantity specified in the BOQ, if such items are included in the BOQ irrespective of amount paid by him to the State Govt./ local authorities for execution of these works. In case such provision is not made in the BOQ or the quantity exceeds those specified in the BOQ, the same is deemed to be included in the rates quoted by him for other items in BOQ and nothing extra shall be payable to contractor on this account.

## 4.0 SCOPE OF WORK

4.1. The scope of work covered in this tender shall be as per the indicative Bill of Quantities, specifications, instructions, orders issued to the contractor from time to time during the work. The drawings for this work, which may be referred for tendering, provide general idea only about the work to be performed under the scope of this contract. These may not be the final drawings and may not indicate the full range of the work under the scope of this contract. Any additions/ modifications/ alterations/ deletions made from time to time, as required by any other drawings that would be prepared by the contractor progressively during execution of work will be approved by SAI. It shall be the responsibility of the contractor to incorporate the changes that may be in this scope of work, envisaged at the time of tendering and as actually required to be executed.

4.2. The quantities of various items as entered in the “SCOPE OF WORK” / “BILL OF QUANTITIES” are indicative only and may vary depending upon the actual requirement. The contractor shall be bound to carry out and complete the stipulated work irrespective of the variation in individual items specified in the bill of quantities.

## 5.0 VALIDITY OF TENDER

The tender for the works shall remain open for acceptance for a period of **120 days** from the last date of submission of tender. The earnest money will be forfeited without prejudice to any right or remedy, in case the contractor withdraws his tender during the validity period or in case he changes his offer to his benefits, which are not acceptable to SAI. The validity period may be extended on mutual consent.

## 6.0 ACCEPTANCE OF TENDER

SAI reserves to itself the authority to reject any or all the tenders received without assigning any reason. The acceptance of a tender shall be effective w.e.f. the date on which the Letter of Acceptance of Work for the work is put in the communication by SAI. SAI also reserves the right to split the work among two or more parties at lowest negotiated rate without assigning any reason thereof. The contractor is bound to accept the portion of work as offered by SAI after split up at the quoted/-negotiated rates.

## 7.0 SET OF CONTRACT DOCUMENTS

1. Notice Inviting Tender
2. Corrigendum(s) and Addendum (s).
3. Pre-Qualification Documents
4. General Conditions of Contract
5. Special Conditions and Formats
6. Scope of Work/BOQ/Schedule of Rates
7. Technical Specifications
8. Tender Drawings

## 8.0 EARNEST MONEY DEPOSIT

8.1. Earnest Money Deposit of amount as mentioned in "Memorandum to Form of Tender" required to be submitted as mentioned in "NIT/ Instructions to Bidders". The EMD shall be valid for minimum period of 120 days (One Hundred Twenty days) from last day of submission of Tender.

8.2. Any tender not accompanied with the requisite Earnest Money Deposit shall be rejected and such tenderer(s) will not be allowed to attend the opening of bids. Conditional tenders will be summarily rejected.

8.3. The EMD will be returned to all unsuccessful or technically unqualified tenderers after opening of Price Bid. EMD of successful tenderer shall be refunded after submission of Performance Guarantee/ initial security deposit duly confirmed from issuing bank.

8.4. Once the tenderer has given an unconditional acceptance to the tender conditions in its entirety, he is not permitted to put any remark(s)/conditions(s) (except unconditional rebate on price, if any) in/ along with the tender.

8.5. In case the condition 8.4 mentioned above is found violated at any time after opening of tender, the tender shall be summarily rejected and SAI shall, without prejudice to any other right or remedy, be at liberty to forfeit the full said Earnest Money

absolutely.

8.6. No interest shall be payable by SAI on Said amount covered under EMD/Other Security Deposits.

8.7. **Non-Applicability of MSME Public Procurement Policy to Works Contracts**

As per the clarification issued by the Office of the Commissioner, MSME, and in accordance with the provisions of the General Financial Rules (GFR), 2017 (including Rules 130, 143, 177, and 197), the MSME Public Procurement Policy applies only to procurement of goods and services, not to works contracts. Accordingly, no exemptions, relaxations, or preferences under the MSME policy shall be applicable to this RFP. All bidders must meet the stated eligibility, technical, and financial criteria without MSME-related concessions.

## 9.0 MOBILIZATION ADVANCE: Not Applicable

## 10.0 PERFORMANCE GUARANTEE

(i) The contractor shall submit an irrevocable and unconditional Performance Guarantee at 5% percentage of the tendered amount as mentioned in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement, (not withstanding and/or without prejudice to any other provisions in the contract) within period in Tender' from the date of issue of letter of acceptance. This period can be further extended by the Engineer- in-Charge up to a maximum period as specified in Tender on written request of the contractor stating the reason for delays in submitting the Performance Guarantee, to the satisfaction of the Engineer-in-Charge. This Guarantee shall be in the form of Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt or unconditional Bank Guarantee from any of the Commercial Banks. In case a fixed deposit receipt of any Bank is furnished by the contractor to the Government as part of the performance guarantee and the Bank is unable to make payment against said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the Government to make good the deficit.

(ii) The Performance Guarantee shall be submitted by the contractor on format as mentioned and The Performance Security must be submitted within Fourteen (14) days from the date of notification of award and shall remain valid for sixty (60) days beyond the completion of all contractual obligations, including the Defect Liability Period (DLP).The Engineer-in-Charge shall not make a claim under the performance guarantee except for amounts to which the competent authority is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:

(a) Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer-in-Charge may claim the full amount of the Performance Guarantee.

(b) Failure by the contractor to pay SAI any amount due, either as agreed by the contractor or determined under any of the Clauses/Conditions of the agreement, within 30 days of the service of notice to this effect to the contractor by Engineer-in-Charge.

(iii) In the event of the contract being determined or rescinded under provision of any of the Clause/Condition of the agreement, the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of the SAI.

(iv) As per requirement of the client or otherwise specified in the contract, part completion certificate may be issued for the building(s)/ infrastructure project for the part(s) which have been

completed in all respect and are ready for use. However, statutory approvals, Completion drawing of various services, wherever required, shall be obtained before handing over of building(s)/ part(s) of the project. Scope of the completed part(s) shall be mentioned in such part completion certificate.

## 11.0 SECURITY DEPOSIT

In addition to the Performance Security, contracts for works shall include a provision for Security deposit/retention money, whereby five percent (5%) of the value of each running bill (periodic/interim payment) shall be withheld as Security Deposit until final acceptance of the works.

Replacement with Bank Guarantee: The contractor may, at their discretion, replace the accumulated retention amount with an unconditional Bank Guarantee (BG) from a bank acceptable to the Procuring Entity at the following stages:

- Upon reaching 50% of the retention money limit.
- Upon reaching the full retention money limit.

Release of Retention Money / BG:

One-half of the retention money (or BG replacing it) shall be released upon issuance of the Taking Over Certificate (TOC). If TOCs are issued in parts, the release shall be in proportion to the value of the respective part or section, as determined by the Engineer.

The remaining half shall be released upon expiration of 365 days after the Defect Liability Period (DLP) or final payment, whichever is earlier, subject to certification by the Engineer.

Multiple DLPs: In cases where different DLPs apply to different sections or parts of the works, the final release shall be based on the latest applicable DLP.

## 12.0 MOBILISATION OF MEN, MATERIALS AND MACHINERY:

**12.1** All expenses towards mobilization at site and de-mobilization including bringing in equipment, work force, materials, dismantling the equipment, clearing the site etc. shall be deemed to be included in prices quoted and no separate payment on account of such expenses shall be entertained.

12.2 It shall be the responsibility of the Contractor to provide, operate and maintain all necessary construction equipment, scaffoldings and safety, gadget, lifting tackles, tools and appliances to perform the work in a workman like and efficient manner and complete all jobs as per the specifications and within the schedule time of completion of work. Further, contractor shall also be responsible for obtaining temporary electric and water connection for all purposes. The contractor shall also make standby arrangement for water & electricity to ensure un-interrupted supply.

12.3 It shall be the responsibility of the contractor to obtain the approval for any revision and/ or modification of work desired by him from SAI before implementation. Also such revisions and/or modifications if accepted / approved by SAI shall be carried at no extra cost to SAI.

12.4 The procurement and supply in sequence and at the appropriate time of all materials and consumable shall be entirely the contractor's responsibilities and his rates for execution of work shall be inclusive of supply of all these items.

12.5 It is mandatory for the contractor to provide safety equipment and gadgets to its all

workers; supervisory and technical staff engaged in the execution of the work while working. The cost of the above equipment/ gadgets are deemed to be included in the rates quoted by the contractor for the items & works as per Bill of Quantities and contractor shall not be entitled for any extra cost in this regard. The above norm is to be strictly complied with at site. In case the contractor is found to be deficient in providing Safety Equipment/ Gadgets in the opinion of Engineer-In-Charge, the Engineer-In-Charge at his option can procure the same at the risk & cost of contractor and provide the same for the use of worksite and shall make the recoveries from the bills of the contractor for the same. The decision of the Engineer- In-Charge shall be final and binding on contractor in this regard.

12.6 One copy of contract documents including drawings furnished to the contractor shall be kept at the site and the same shall at all reasonable times be available for inspection.

**12.7** All materials, construction plants and equipment etc. once brought by the contractor within the project area, will not be allowed to be removed from the premises without the written permission of SAI. Similarly, all enabling works built by the contractor for the main construction undertaken by him, shall not be dismantled and removed without the written authority of SAI.

## 13.0 INCOME TAX DEDUCTION

Income tax deductions shall be made from all payments made to the contractor including advances against work done, as per the rules and regulations in force, in accordance with the Income Tax Act prevailing from time to time.

## 14.0 TAXES AND DUTIES

The contract price is inclusive of all taxes, duties, cess and statutory levies payable under any law including but not restricted to Goods and Service Tax (GST) levied by Union and State Governments (CGST, SGST, UTGST, IGST), Labour Cess, Royalty, Toll Tax and any other such taxes and duties leviable by local/State/Union Government from time to time on all such articles, materials which may be used for this work or any other tax (duty etc.) paid by the contractor. It should be noted that tax deductions will be made for GST from the Bill of the contractor

In case of any change in rate of tax or any provision relating levy of tax resulting in increase in burden of tax on the contractor, the contractor shall not be entitled to receive any compensation for such increase in quantum of tax on the contractor, other than statutory taxes. Similarly, no recovery shall be made from the contractor on account of decrease of rate of tax or any provision relating to levy of tax, other than statutory taxes

Contractor must be registered under Goods and Service tax (GST) laws in the state where the work is executed, and copy of the registration certificate of the same shall be submitted to SAI.

Apart from the registration as mentioned above contractors shall also obtain all other necessary registrations required under any other Local/State/Union Government

Statute, for the execution of this contract, if any.

Contractor must submit as a compliance of GST Laws, Tax Invoice, as per applicable rules and regulations under the GST Act(s), failing which GST amount will be recovered by SAI without any recourse or prior notice from the next Invoices/ Security Deposit/ Bank Guarantees and/or available dues with SAI.

The contractor/service provider shall be responsible for issuing of Tax Invoices, filing of statutory return and deposit of statutory taxes within the time limit as prescribed in law. Any interest/penalty/taxes (not availing of Input Tax Credit due to mismatch to GSTR2) which is required to be paid by SAI due to default by the Contractor/service provider to comply with the above-mentioned activity/provisions as prescribed in laws, rules and regulations shall be recovered from the Contractor/Service provider and adjustment shall be made when mismatch is attended and solved and credit is extended to SAI.

Apart from compliance mentioned above, in the event of nonpayment/default in payment of taxes and duties and any other statutory compliances, under any other Local/State/Union Government Statute, SAI reserves the right to withhold the dues/payment of contractor and make payment to Local/State/Union Government authorities or to Labourers, as may be applicable.

It is clearly understood that the contractor is fully aware of all GST Laws and his liabilities and responsibilities under SAI laws including but not restricted to correct HSN/SAC code, applicable rate of taxes of GST or otherwise on which his liability has to be paid and discharged. SAI shall have no liability or responsibility for any penalty or proceedings or any other liability levied or leviable on the contractor because of lower deduction or any other such non- compliance of the contractor.

Bidders will examine the various provisions of the Central Goods and Service Tax Act, 2017 (CGST)/ Goods and Service Tax Act (IGST)/ Union Territory Goods and Service Tax Act, 2017(UTGST)/ respective state's State Goods and Service Tax Act (SGST) also, as notified by Central/State Government and as amended from time to time and applicable taxes before bidding. Bidders will ensure that full benefit of Input Tax Credit (ITC) likely to be availed by them is duly considered while quoting rates.

Anti-Profiteering Clause upon implementation of GST any reduction in tax on account of anti-profiteering on supply of goods or services, the benefit of input tax credit shall be passed on to SAI by way of commensurate reduction in prices.

In case of any law requires SAI to pay tax on the contract price on reverse charge basis, the amount of tax deposited by SAI would be considered as per Income Tax Act, GST Laws or any other law as applicable.

Stamp duty and registration charges, if any, payable on the executed contract document, shall be borne by the contractor.

## 15.0 ROYALTY ON MATERIALS

The contractor shall be solely responsible for depositing the applicable royalty and obtaining all necessary permits from the relevant local authorities for the supply and use of bajri, stone, kankar, sand, and any other materials required for the execution of the work. The quoted rates shall be inclusive of all royalties, levies, and charges, and no additional claims in this regard shall be entertained by SAI under any circumstances

## 16.0 RATES TO BE FIRM

16.1. The Percentage / Item Rates quoted by the tenderer shall be firm and fixed for the entire period of completion and till handing over of the work. No revision to Percentage /Item Rates or any escalation shall be allowed on account of any increase in prices of materials, labour, POL and Overheads etc. or any other statutory increase during the entire contract period or extended contract period.

16.2. The contractor shall be deemed to have inspected the site, it's surrounding and acquainted with the nature of the ground, accessibility of the site and full extent and nature of all operations necessary for the full and proper execution of the contract, space for storage of materials, constructional plant, temporary works, restrictions on the plying of heavy vehicles in area, supply and use of labour, materials, plant, equipment and laws, rules and regulations, if any, imposed by the local authorities.

16.3. The rates and prices given in the bill of quantities are for completed and finished items of works and complete in all respects. It will be deemed to include all constructional plant, labour, supervision, materials, transport, all temporary works, erection, maintenance, contractor's profit and establishment/ overheads, together with preparation of designs & drawings pertaining to casting yard, shop drawing, fabrication drawing (if required), staging form work, stacking yard, etc. all general risk, taxes, royalty ,duties, cess, octroi and other levies, insurance liabilities and obligations set out or implied in the tender documents and contract.

16.4. Unless otherwise specified in the Bill of Quantities (BOQ), the contractor has to make his own arrangement for dewatering/ bailing out of water, effluent including strutting, shoring etc. at every stage of work wherever required including working under foul condition as per direction of Engineer-In-Charge at his own cost and the contractor shall not be entitled for any extra payment, whatsoever, in this regard.

16.5. If required to make work site suitable for execution, contractor shall have to clear jungle including of rank vegetation, grass, trees etc., clear & clean existing drains/ canals (including strutting, shoring and packing cavities) and dispose them out of the site up-to any lead and lift as per direction of Engineer-In-Charge. The contractor should inspect the site of work from this point of view. Unless otherwise specified in the Bill of Quantities, the cost to be incurred in this regard shall be deemed to be included in his quoted rates of BOQ items and the contractor shall not be entitled for any extra payment in this regard.

16.6. If any temporary/ permanent structure is encountered or safety of such structure in the vicinity is endangered due to execution of the project, the contractor has to protect the structures by any means as per the directions of the Engineer-In-Charge. If any damage caused to any temporary or permanent structure(s) in the vicinity is caused due to execution of the project, the contractor has to make good the same by any means as per directions of the Engineer-In-Charge. The contractor should inspect the site of work from this point of view. The cost to be incurred in this regard shall be deemed to be included in his quoted rates of BOQ items and the contractor shall not be entitled for

any extra payment in this regard.

## 17.0 ESCALATION/ PRICE VARIATION

**No claim on account of any price variation / Escalation on whatsoever ground shall be entertained at any stage of works**. All Percentage / Item Rates as per Bill of Quantities (BOQ) quoted by Contractor shall be firm and fixed for entire contract period as well as extended period for completion of the works. No escalation/price variation clause shall be applicable on this contract.

### 1 Rates for Extra Item(s) of Works:

1. Standard Schedule of Rates (latest CPWD Delhi Schedule of Rates ) Items: Any item of work carried out by the Contractor on the instructions of the Engineer in charge which is not included in the accepted Bill(s) of Quantities but figures in the Standard Schedule of Rates (SSOR/DSR), shall be executed at the rates set forth in the "Standard Schedule of Rates (SSOR/DSR)" modified by the tender percentage as accepted in the contract . However, the cumulative value of all such extra item(s) together (modified by the respective tender percentage) shall not exceed 50% of the original contract value. For item(s) not covered in this sub clause, the rate shall be decided as agreed upon between the Engineer in charge and the Contractor before the execution of such items of work as per sub clause mentioned in the NIT.

2. Other Items: For any item of work to be carried out by the Contractor but not included in the accepted Bill(s) of Quantities and also not covered under sub clause 1 mentioned above in the NIT, the Contractor shall be bound to notify the Engineer at least seven days before the necessity arises for the execution of such items of works that the accepted Bill(s) of Quantities does not include rate or rates for such extra work involved. The rates payable for such items shall be decided as per prevailing market rates as decided by the engineer-in-charge (which shall be final and binding) after submission by the contractor along with analysis of rates supported by the quotations. If the contractor fails to execute the same as above, SAI shall be entitled to execute the extra works by other means and the Contractor shall have no claim for loss or damage that may result from such procedure. The assessment of rates for extra item(s) shall be arrived at based on the prevailing market rates of labour, machinery & materials and by taking guidance from the following documents in order of priority:

    1. Analysis of Rates for DAR

    2. Analysis of Rates for “Delhi Schedule of Rates issued by CPWD (DSR)”

    3. Market Analysis

### 2 Handing over of Works:

The Contractor shall be bound to hand over the works executed under the contract to SAI complete in all respects to the satisfaction of the Engineer. The Engineer shall determine the date on which the work is considered to have been completed, in support of which his certificate shall be regarded as sufficient evidence for all purposes. The Engineer shall determine from time to time, the date on which any particular section of the work shall have been completed, and the Contractor shall be bound to observe any such determination of the Engineer.

3 **Clearance of Site on Completion:**

On 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 workman like condition to the satisfaction of the Engineer. No final payment in settlement of the accounts for the works shall be paid, held to be due or shall be made to the, Contractor till, in addition to any other condition necessary for final payment, site clearance shall have been affected by him, and such clearance may be made by the Engineer at the expense of the Contractor in the event of his failure to comply with this provision within 7 days after receiving notice to that effect. Should it become necessary for the Engineer to have the site cleared at the expenses of the Contractor, SAI shall not be held liable for any loss or damage to such of the Contractor's property as may be on the site and due to such removal there from which removal may be affected by means of public sales of such materials and property or in such a way as deemed fit and convenient to the Engineer.

**4 Offloading of Part(s) of Work:**

At the final stage of completion/ commissioning of work, in case the contractor fails to complete the final part(s) of the work and the value of such part(s) of the work is limited to 5% of the original contract value, the Engineer may allow/decide for offloading of such part(s) of works, either after the Contractor's request in writing to do so or after serving a 14 (Fourteen) days suo-moto notice , if the Engineer is of the opinion that :-

1.1. Such Offloading of works (up to 5% of original contract value) would enable successful completion of contract/work,

1.2. Termination/ Part termination of the contract at this stage is not be in the interest of SAI/work; and

1.3. The anticipated additional cost for execution of such works through other mode would not be substantial and can be recovered from the pending dues of the contractor;

The Contractor shall be informed, in due course, by the Engineer of the mode and cost of execution of such offloaded work through other agency. The extra expenditure so incurred in execution of the offloaded work, shall be recovered from subsequent Bill(s) or any other dues of the Contractor, but not exceeding the value of Performance Guarantee available in the contract. There shall be no other repercussion of such offloading on execution of the balance contract. The Contractor shall have no claim on account of above-mentioned offloading of works.

**5 Modification to Contract to be in Writing:**

In the event of any of the provisions of the contract required to be modified after the contract documents have been signed, the modifications shall be made in writing and signed by SAI and the Contractor and no work shall proceed under such modifications until this has been done. Any verbal or written arrangement abandoning, modifying, extending, reducing or supplementing the contract or any of the terms thereof shall be deemed conditional and shall not be binding on SAI unless and until the same is incorporated in a formal instrument and signed by SAI and the Contractor, and till then SAI shall have the right to repudiate such arrangements.

**6 Powers of Modification to Contract:**

The Engineer on behalf of SAI shall be entitled by order in writing to enlarge or extend,

diminish or reduce the works or make any alterations in their design, character position, site, quantities, dimensions or in the method of their execution or in the combination and use of materials for the execution thereof or to order any additional work to be done or any works not to be done and the Contractor will not be entitled, to any compensation for any increase/reduction in the quantities of work but will be paid only for the actual amount of work done and for approved materials supplied against a specific order. .

i. Unless otherwise specified in the special conditions of the contract, the accepted variation in quantity of each individual item of the contract would be up to 25% of the quantity originally contracted, except in case of foundation work (in which case deviation up to 100% would be applicable). However, the rates for the increased quantities shall be as per sub- para (iii) below.

ii. The Contractor shall be bound to carry out the work at the agreed rates and shall not be entitled to any claim or any compensation whatsoever up to the limit of 25% variation in quantity of individual item of works.

iii. In case an increase in quantity of an individual item by more than 25% of the agreement quantity is considered unavoidable, then same shall be executed at following rates

a. Quantities operated in excess of 125% but up to 140% of the agreement quantity of the concerned item, shall be paid at 98% of the rate awarded for that item in that particular tender;

b. Quantities operated in excess of 140% but up to 150% of the agreement quantity of the concerned item shall be paid at 96% of the rate awarded for that item in that particular tender;

c. Variation in quantities of individual items beyond 150% (Beyond 200% in case of foundation works) will be avoided and would be permitted only in exceptional unavoidable circumstances and shall be paid at 96% of the rate awarded for that item in that particular tender.

d. Variation to quantities of Minor Value Item:

The limit for varying quantities for minor value items shall be 100% (as against 25% prescribed for other items). A minor value item for this purpose is defined as an item whose original agreement value is less than 1 % of the total original contract value.

- Quantities operated up to and including 100% of the agreement quantity of the concerned minor value item, shall be paid at the rate awarded for that item in that particular tender;

- Quantities operated in excess of 100% but up to 200% of the agreement quantity of the minor value item concerned shall be paid at 98% of the rate awarded for that item in that particular tender;

- Variation in quantities of individual minor value item beyond 200% will be avoided and would be permitted only in exceptional unavoidable circumstances and shall be paid at 96% of the rate awarded for that item in that particular tender.

18.0 INSURANCE OF WORKS ETC.

Contractor is required to take **contractor's all risk policy** or erection all risk policy (as the case may be) from an approved insurance company in the joint name with

SAI and bear all costs towards the same for the full period of execution of works including the defect liability period for the full amount of contract against all loss of damage from whatever cause arising other than excepted risks for which he is responsible under the terms of the contract and in such manner that SAI and the contractor are covered during the period of construction of works and/or also covered during the period of defect liability for loss or damage:

a. The work and the temporary works to the full value of such works.

b. The materials, constructional plant, centering, shuttering and scaffolding materials and other things brought to the site for their full value.

Whenever required by SAI, the contractor shall produce the policy or the policies of insurance and the receipts for payment of the current premiums.

## 19.0 INSURANCE UNDER WORKMEN COMPENSATION ACT

Contractor is required to take insurance cover under the Workman Compensation Act, 1923 amended from time to time from an approved insurance company and pay premium charges thereof. Wherever required by SAI the contractor shall produce the policy or the policies of Insurance and the receipt of payment of the current premiums.

## 20.0 THIRD PARTY INSURANCE

Contractor is required to take third party insurance cover from an approved insurance company for insurance against any damage, injury or loss which may occur to any person or property including that of SAI, arising out of the execution of the works or temporary works. Wherever required by SAI the contractor shall produce the policy or the policies of Insurance and the receipt of payment of the current premiums. In case of failure of the contractor to obtain contractors all risk policy, insurance under workman compensation act and third-party insurance as described above within one month from the date of commencement of work, running account payments of the contractor shall be withheld till such time the contractor obtains the aforesaid insurance covers.

If the Contractor could not effect a comprehensive insurance cover against risks which he may be required to effect under the terms of the contract, then he shall give his attention to get the best insurance cover available and even in case of effecting a wider insurance cover than the one which the subsidiary of the General Insurance Company could offer, such an insurance is ought to be done after SAI's approval, by or through the subsidiary of the General Insurance Company.

## 21.0 INDEMNITY AGAINST PATENT RIGHTS

The contractor shall fully indemnify and hold SAI harmless against any and all claims, demands, proceedings, liabilities, damages, costs, and expenses arising from or in connection with any infringement of patent rights, design rights, trademarks, trade

names, or any other protected intellectual property rights related to the construction plant, machinery, works, or materials used in the execution of the project, including temporary works. In the event of any such claim, the contractor shall be solely responsible for defending SAI against such proceedings and shall bear all associated costs, including any damages or settlements that may be awarded.

## 22.0 LABOUR LAWS TO BE COMPLIED BY THE CONTRACTOR

The contractor shall obtain a valid license under the Contract Labour (Regulation & Abolition) Act, 1970, and the Contract Labour (Regulation & Abolition) Central Rules, 1971, as amended from time to time. The contractor shall ensure that the license remains valid throughout the execution of the work, including the Defect Liability Period.

22.1. The contractor shall strictly comply with the provisions of the Child Labour (Prohibition and Regulation) Act, 1986, as amended from time to time. No worker below the age of 18 years shall be engaged in the execution of the contract under any circumstances.

22.2. Any failure to comply with the above statutory requirements before the commencement of work or during execution shall render the contractor liable for penal action under this contract, including termination for default and forfeiture of any dues, in addition to statutory penalties as prescribed by law.

## 23.0 LABOUR SAFETY PROVISION

The contractor shall be fully responsible to observe the labour safety provisions.

## 24.0 OBSERVANCE OF LABOUR LAWS

**1.0** The contractor shall be solely responsible for the observance and compliance with all applicable labour laws, including local laws and any other statutory provisions governing employment, wages, working conditions, social security, and welfare of workers. The contractor shall also indemnify and keep SAI indemnified against any consequences, liabilities, penalties, or legal actions arising due to non-compliance or violations of such laws.

**2.0** The contractor shall ensure timely payment to all employees, workers, and sub-contractors, in accordance with the applicable labour laws. In the event that SAI or its client/owner is held liable as the "Principal Employer" for any statutory contributions or liabilities under government legislation or a court ruling concerning the contractor’s workforce, the contractor shall fully reimburse such payments to SAI. SAI shall have the right to recover such amounts by deducting them from the contractor’s payments, security deposit, or any other dues payable.

**3.0** The contractor shall be required to submit valid proof of registration under the Employees' Provident Fund (EPF) Act and ESI Act. In the absence of a valid EPF and ESI registration certificate, SAI reserves the right to withhold an amount

equivalent to 3.94% of the value of each Running Account (R/A) Bill until the contractor submits proof of EPF and ESI registration from the relevant authorities. If it becomes necessary for SAI to deposit the withheld amount with the EPF and ESI authorities as per statutory requirements, SAI shall do so. In such a case, the withheld amount shall not be refunded to the contractor, even upon subsequent submission of the EPF and ESI registration certificates

**4.0** The contractor shall be liable to pay cess levied under the Building and other Construction Workers Welfare Cess Act, 1996, at such rates as may be notified by the Government from time to time. SAI shall deduct at source from every Running Account Bill of the Contractor, Said cess, at such rates for the time being prevailing, which shall not exceed 2% (two percent) but not be less than 1% (one percent) of the cost of construction incurred by SAI.

## 25.0 LAW GOVERNING THE CONTRACT

The Indian Laws shall govern this contract for the time being in force.

## 26.0 LAWS, BY LAWS RELATING TO THE WORK

The contractor shall strictly abide by the provisions, for the time being in force, of law relating to works or any regulations and bylaws made by any local authority or any water & lighting agencies or any undertakings within the limits of the jurisdiction of which the work is proposed to be executed. The contractor shall be bound to give to the authorities concerned such notices and take all approvals as may be provided in the law, regulations or bylaws as aforesaid, and to pay all fees and taxes payable to such authorities in respect thereof.

## 27.0 EMPLOYMENT OF PERSONNEL

27.1 The contractor shall employ only Indian Nationals as his representatives, servants and workmen after verifying their antecedents and loyalty. He shall ensure that no personnel of doubtful antecedents and any other nationality in any way are associated with the works.

27.2 SAI shall have full power and without giving any reason to the contractor, immediately to get removed any representative, agent, servant and workmen or employees on account of misconduct negligence or incompetence or whose continued employment may in his opinion be undesirable. The contractor shall not be allowed any compensation on this account.

## 28.0 TECHNICAL STAFF FOR WORK

28.1 The contractor shall employ at his cost the adequate number of technical staff during the execution of this work depending upon the requirement of work. For this purpose, the numbers to be deployed, their qualification, experience as decided by SAI shall be final and binding on contractor. The contractor shall not be entitled for

any extra payment in this regard. The technical staff should be available at site, whenever required by SAI to take instructions.

28.2 Within 10 days of Letter of Acceptance of Work, the contractor shall submit a site organizational chart and resume including details of experience of the Project-in-Charge and other staff proposed by him and shall depute them on the Project after getting approval from Engineer-In-Charge. If desired by the contractor at a later date, the Project-in- Charge and other staff whose resume is approved by SAI can be replaced with prior written approval of SAI and replacement shall be with equivalent or superior candidate only. Decision of Engineer-In-Charge shall be final and binding on the contractor. Even after approving the site organizational chart, the Engineer-In- Charge, due to nature and exigency of work, can direct the contractor to depute additional staff as per the requirement.

28.3 The removal of such additional staff from the site shall only be with the prior written approval of Engineer-In-Charge. The contractor shall not be paid anything extra whatsoever on account of deployment of additional staff and decision of the Engineer-In-Charge shall be final and binding on the contractor.

## 29.0 LAND FOR LABOUR HUTS/ SITE OFFICE AND STORAGE ACCOMMODATION

29.1 The contractor shall arrange the land for temporary office, storage accommodation and labour huts at his own cost and get the clearance of local authorities for setting up of labour camp and same is deemed to be included in the rates quoted by the contractor for the works. The contractor shall ensure that the area of labour huts is kept clean and sanitary conditions are maintained as laid down by the local authorities controlling the area. The labour huts shall be so placed that it does not hinder the progress of work or access to the worksite. Contractor shall give the vacant possession of the land utilised for this purpose back after completion of the work. The security deposit of the contractor shall be released only after contractor demolishes all structures including foundations and gives back clear vacant possession of this land.

29.2 In the event the contractor has to shift his labour campus at any time during execution of the work on the instructions of local authorities or as per the requirement of the work progress or as may be required by SAI, he shall comply with such instructions at his cost and risk and no claim whatsoever shall be entertained on this account.

## 29.3 FURNISHED OFFICE ACCOMMODATION & MOBILITY AND COMMUNICATION TO BE PROVIDED BY CONTRACTOR TO SAI

On account of furnished Project Office equipped with all facilities such as telephone, fax, internet, photocopier, computer/ laptop & printer along with operator, regular electric & purified drinking water supply and inspection vehicle etc. as per the requirement of the project an **amount equal to 1.00 % of gross bill** from all running account & final bill will be recovered.

The contractor shall also make sufficient arrangement for Photography/ Videography preferably by maintaining a camera/video camera at site so that video photographs can be taken of a specific activity at any point of time.

The contractor shall make all arrangements for ground breaking ceremony/ inaugural function etc. for the project as required and the cost towards it deemed to be included in his rates/offer.

## 30.0 WATCHING AND LIGHTING

The contractor shall at his own cost take all precautions to ensure safety of life and property by providing necessary barriers, watchmen, illumination etc. during the progress of work as directed by Engineer-In-Charge.

## 31.0 HEALTH & SANITARY ARRANGEMENTS

In case of all labour directly or indirectly employed in work for the performance on the contractor's part of this contract, the contractor shall comply with all rules framed by Govt. from time to time for the protection of health and sanitary arrangements for workers.

## 32.0 WORKMEN'S COMPENSATION ACT

The contractor shall at all times indemnify SAI and Owner against all claims for compensation under the provision of Workmen's Compensation Act or any other law in force, for any workmen employed by the contractor or his sub-contractor in carrying out the contract and against all costs and expenses incurred by SAI therewith.

## 33.0 MINIMUM WAGES ACT

The contractor shall strictly comply with all provisions of the Minimum Wages Act, 1948, the Contract Labour (Regulation & Abolition) Act, 1970, along with the rules framed thereunder, and any other applicable labour laws or local laws governing contract labour. The contractor shall also ensure compliance with any amendments or new legislations that may be enacted during the execution of the contract. Failure to adhere to these statutory requirements shall render the contractor liable for penalties, legal action, and any financial liabilities arising therefrom, and SAI shall have the right to recover such amounts from the contractor's payments, security deposit, or other dues

## 34.0 LABOUR RECORDS

The contractor shall submit by the 4th & 19th of every month to the Engineer-In-Charge of SAI a true statement, showing in respect of the second half of the preceding month and the first half of the current month, respectively, of the following data:

a) The number of the labour employed by him (category-wise).
b) Their working hours.
c) The wages paid to them.
d) The accidents that occurred during SAI fortnight showing the circumstances

under which they happened and the extent of damage and injury caused.

e) The number of female workers who have been allowed Maternity Benefits and the amount paid to them.

f) Any other information required by Engineer-In-Charge.

**35.0 MEASUREMENTS OF WORKS**

Unless otherwise mentioned in the bill of quantities the measurements of works shall be done as per CPWD specifications (as specified in Technical Specification of the Tender) and if the same is not given in the CPWD Specifications, the same shall be measured as per latest relevant BIS codes in force. The quantity of steel reinforcement and the structural steel sections incorporated in the work shall be measured & paid on the basis of standard coefficients of sections as per BIS Codes of practice.

**36.0 WORK ON SUNDAYS, HOLIDAYS AND DURING NIGHT**

If required to complete the work as per time schedule, the contractor may carry out work on Sunday and Holidays or during night, in this regard the contractor will intimate the Engineer-In-Charge or his representative in advance and obtain his permission. The contractor shall have no claim on this account whatsoever. If work demand, the contractor shall make arrangements to carry out the work on Sundays, Holidays and in two, three shifts at no extra cost to SAI.

**37.0 NO IDLE CHARGES TOWARDS LABOUR OR P&M ETC.**

No idle charges or compensation shall be paid for idling of the contractor's labour, staff or P&M etc. on any ground or due to any reason whatsoever. SAI will not entertain any claim in this respect.

**38.0 WORK TO BE EXECUTED IN ACCORDANCE WITH SPECIFICATIONS, DRAWINGS AND ORDERS ETC.**

The contractor shall execute the whole and every part of the work in the most substantial and workman like manner both as regards materials and otherwise in every respect in strict accordance with the specifications. The contractor shall also conform exactly, fully and faithfully to the design, drawings and instructions in writing in respect of the work assigned by the Engineer-In-Charge and the contractor shall be furnished free of charge one copy of the contract documents together with specifications, designs, drawings.

The contractor shall comply with the provisions of the contract and execute the works with care and diligence and maintain the works and provide all labour and materials, tools and plants including for measurements and supervision of all works, structural plans and other things of temporary or permanent nature required for such execution and maintenance in so far as the necessity for providing these is specified or is reasonably inferred from the contract. The contractor shall take full responsibility for

adequacy, suitability and safety of all the works and methods of construction.

## 39.0 DIRECTION FOR WORKS

**39.1** All works to be executed under the contract shall be executed under the directions and subject to approval in all respects of the Engineer-In-Charge of SAI who shall be entitled to direct at what point or points and in what manner the works are to be commenced and executed.

**39.2** The Engineer-In-Charge and his representative shall communicate or confirm their instructions to the contractor in respect of the execution of work during their site inspection in a 'Works Site Order Book' maintained at the site office of Engineer-In-Charge. The contractor or his authorized representative shall confirm receipt of such instructions by signing against the relevant orders in the book.

## 40.0 ORDER OF PRECEDENCE OF DOCUMENTS

In case of difference, contradiction, discrepancy, dispute with regard to Conditions of Contract, Specifications, Drawings, Bill of Quantities and other documents forming part of the contract, the following shall prevail in order of precedence.

i) Letter of Acceptance of Work, Letter of Commencement of Work, Agreement along with statement of agreed variations and its enclosures.
ii) Nomenclature of items in Bill of Quantities / Schedule of Quantities.
iii) Special Conditions of Contract.
iv) Technical Specifications (General, Additional and Technical Specification) as given in Tender documents.
v) General Conditions of Contract.
vi) Drawings.
vii) CPWD Specifications (as specified in Technical Specification of the Tender) update with correction slips issued up to last date of receipt of tenders.
viii) Relevant B.I.S. Codes.
ix) Sound Engineering practices

## 41.0 TIME SCHEDULE & PROGRESS

**41.1** Time allowed for carrying out all the works as entered in the tender shall be as mentioned in the Tender conditions. The Date of Start of contract shall be reckoned 10 days after the date of issue of letter/FAX/E-mail of intent/acceptance of tender. Time shall be the essence of the contract and contractor shall ensure the completion of the entire work within the stipulated time of completion.

**41.2** The contractor shall also furnish within 10 days of date of receipt of Letter of Acceptance of Work, a CPM network/ PERT chart/ Bar Chart along with quarterly milestones and resources plan for man, material & machinery to achieve the milestones for completion of work within stipulated time. This will be duly got approved from Concerned Zonal/Unit Office of SAI. This approved Network/ PERT Chart shall form a part of the agreement. Achievement of milestones as well as total completion has to be within the time period allowed.

**41.3** Contractor shall mobilize and employ sufficient resources for completion of all the works as indicated in the agreed BAR CHART/Network. No additional payment will be made to the contractor for any multiple shift work or other incentive methods contemplated by him in his work schedule even though the time schedule is approved by the Engineer-In-Charge.

**41.4** During the currency of the work the contractor is expected to adhere to the time schedule, milestones and total completion time and this adherence will be a part of Contractor's performance under the contract. During the execution of the work contractor is expected to participate in the review and updating of the Network/ BAR CHART undertaken by SAI. These reviews may be undertaken at the discretion of SAI either as a periodical appraisal measure or when the quantum of work order on the contractor is substantially changed through deviation orders or amendments. The review shall be held at site or any of the offices of SAI/ owner / consultant at the sole discretion of SAI. The contractor will adhere to the revised schedule thereafter. The approval to the revised schedule resulting in a completion date beyond the stipulated date of completion shall not automatically amount to a grant of extension of time to the contractor.

**41.5** Contractor shall submit fortnightly/ Monthly (as directed by Engineer-In-Charge) progress reports along with photographs on a computer-based program (program and software to be approved by Engineer-In-Charge) highlighting status of various activities and physical completion of work.

**41.6** The contractor shall send completion report with as built drawings and maintenance schedule to the office of Engineer-In-Charge, of SAI in writing within a period of 30 days of completion of work.

## 42.0 WATER AND ELECTRICITY

The contractor shall make his own arrangement for Water & Electrical Power for construction and other purposes at his own cost and pay requisite electricity and water charges. The contractor shall also make standby arrangement for water & electricity to ensure un-interrupted supply.

## 43.0 MATERIALS and EQUIPMENT TO BE PROVIDED BY THE CONTRACTOR

The contractor shall, at his own expense, provide all materials and equipment's required including Cement & Steel for the works.

The contractor shall at his own expense and without delay supply to the Engineer-In-Charge samples of materials to be used on the work and shall get the same approved in advance. All such materials to be provided by the Contractor shall be in conformity with the specifications laid down or referred to in the contract. The contractor shall, if required by the Engineer-In-Charge furnish proof, to the satisfaction of the Engineer-In-Charge that the materials so comply.

The contractor shall at his risk and cost, submit the samples of materials to be tested or analyzed and bear all charges and cost of testing unless specifically provided or otherwise elsewhere in the contract or specifications. The Engineer-In-Charge or his authorized representative shall at all times have access to the works and to all workshops and places where work is being prepared or from where materials, manufactured articles or machinery are being obtained for the works and the contractor shall afford every facility and every assistance and cost in obtaining the right and visit to such access.

The Engineer-In-Charge shall have full powers to require the removal from the premises of all materials, which in his opinion are not in accordance with the specifications and in case of default, the Engineer-In-Charge shall be at liberty to employ at the expense of the contractor, other persons to remove the same without being answerable or accountable for any loss or damage that may happen or arise to such materials. The Engineer-In-Charge shall also have full power to require other proper materials to be substituted thereof and in case of default, the Engineer-In- Charge may cause the same to the supplies and all costs which may require such removal and substitution shall be borne by the contractor.

## 43.1 CEMENT AND CEMENT GODOWN

Cement shall be procured by Contractor confirming to BIS: 8112 Specification latest edition or Grades as directed by the Engineer-In-Charge. The cement shall be procured directly from the reputed manufacturers/ stockiest, which will have to be got approved from SAI in advance. Relevant vouchers and test certificates will be produced as and when required. The cement shall be stored by the contractor in such suitable covered and lockable stores, well protected from climate and atmospheric affect. The cement godown shall be constructed by the contractor as per CPWD specifications at his own cost. The cement in bags shall be stored in godowns in easy countable position. Cement bags shall be used on first in first out basis. Cement stored for beyond 90 days will be required to be tested at contractors cost, before use in works

## 43.2 STEEL & STEEL STOCKYARD

Steel confirming to BIS specifications (latest edition) shall be procured by the contractor directly from reputed manufacturers The manufacturer has to give a certificate that the material supplied is not a re-rolled product. The contractor will produce relevant vouchers & test certificates. Re-rolled sections will not be allowed.

Reinforcement steel, structural steel shall be stored and stacked in such manner so as

to facilitate easy identification, removal etc. The contractor shall take proper care to prevent direct contact between the steel and the ground/ water for which he shall provide necessary arrangement at his own cost including ensuring proper drainage of area to prevent water logging as per directions of the Engineer-In- Charge. Steel shall also be protected, by applying a coat of neat cement slurry over the bars for which no extra payment shall be made.

Test certificates for each consignment of steel shall be furnished and tests to be got carried out from the authorized laboratory as per the directions of Engineer-In- Charge, before incorporating the materials in the work.

## 44.0 MEASUREMENTS AND PAYMENTS:

### 44.1 **Measurement of Works by Contractor's Authorized Representative**

**(a)** The Contractor shall be paid for the works at the rates in the accepted Bill(s) of Quantities or such part rates as decided by engineer in charge as per the work done and for extra works at rates determined under Clause mentioned in the NIT of these Conditions on the measurements taken by the Contractor's authorized Engineer in accordance with the rules prescribed for the purpose by SAI. The quantities for items the unit of which in the accepted Bill(s) of Quantities shall be calculated to the nearest whole number, any fraction below half being dropped and half and above being taken as one. Such measurements will be taken of the work in progress from time to time. The date and time on which 'on account' or 'final' measurements are to be made shall be communicated to the Engineer.

The date and time of test checks shall be communicated to the Contractor who shall be present at the site and shall witness the test checks, failing the Contractor's attendance the test checks may be conducted in his absence and such test checks shall not withstanding such absence be binding upon Contractor provided always that any objection made by Contractor to test check shall be duly investigated and considered in the manner set out below:

(i) It shall be open to the Contractor to take specific objection to test checks of any recorded measurement within 7 days of date of such test checks. Any re-test check done by the concerned SAI's authority in the presence of the Contractor or in his absence after due notice given to him in consequent of objection made by the Contractor shall be final and binding on the Contractor and no claim whatsoever shall thereafter be entertained regarding the accuracy and classification of the measurements.

(ii) If an objection raised by the Contractor is found by the Engineer to be incorrect the Contractor shall be liable to pay the actual expenses incurred in measurements.

**(b) Incorrect measurement, actions to be taken:** If in case during test check or otherwise, it is detected by the Engineer that agency has claimed any exaggerated measurement or has claimed any false measurement for the works which have not been executed; amounting to variation of 5% or more of claimed gross bill amount, action shall be taken as following:

(i) On first occasion of noticing exaggerated/ false measurement, Engineer shall recover liquidated damages equal to10% of claimed gross bill value.

(ii) On any next occasion of noticing any exaggerated/false measurement, SAI shall recover liquidated damages equal to 15% of claimed gross bill value. In addition, the facility of recording of measurements by Contractor as well as release of provisional payment shall

be withdrawn. Once withdrawn, measurements shall be done by SAI as per clause mentioned in the NIT.

**(46) "On-Account " Payments:** The Contractor shall be entitled to be paid from time to time by way of "On-Account" payment only for such works as in the opinion of the Engineer he has executed in terms of the contract. All payments due on the Engineer's certified "Contractor's authorized Engineer's measurements" shall be subject to any deductions which may be made provided always that the Engineer in charge may by any certificate make any correction or modification in any previous certificate which shall have been issued by him and that the Engineer may withhold any certificate, if the works or any part thereof are not being carried out to his satisfaction.

**(46) Rounding off Amounts:** The total amount due on each certificate shall be rounded off to the nearest rupee, i.e. sum less than 50 paise shall be omitted and sums of 50 paise and more upto₹1 will be reckoned as ₹ 1.

**(46) On Account Payments not Prejudicial to Final Settlement:** "On-Account" payments made to the Contractor shall be without prejudice to the final making up of the accounts (except where measurements are specifically noted in the Measurement Book as "Final Measurements" and as such have been signed by the Contractor and Engineer/Engineer's Representative) and shall in no respect be considered or used as evidence of any facts stated in or to be inferred from such accounts nor of any particular quantity of work having been executed nor of the manner of its execution being satisfactory.

**(46) Final Payment:** On the Engineer's certificate of completion in respect of the works, adjustment shall be made and the balance of account based on the Engineer or the Engineer's representative's certified measurements or Engineer's certified "contractor's authorized engineer's measurements" of the total quantity of work executed by the Contractor up to the date of completion and on the rates accepted in Bill(s) of Quantities and for extra works on rates determined above of these Conditions shall be paid to the Contractor subject always to any deduction which may be made and further subject to the Contractor having signed delivered to the Engineer enclosing either a full account in detail of all claims he may have on SAI in respect of the works. The Engineer having after the receipt of such account given a certificate in writing that the whole of the works to be done under the provisions of the Contracts have been completed, that they have been inspected by him since their completion and found to be in good and substantial order, that all properties, works and things, removed, disturbed or injured in consequence of the works have been properly replaced and made good and all expenses and demands incurred by or made upon SAI for or in the respect of damage or loss by from or in consequence of the works, have been satisfied agreeably and in conformity with the contract.

## 45.0 ANTI-TERMITE TREATMENT, WATER PROOFING TREATMENT AND WATER SUPPLY, SANITARY AND PLUMBING WORKS

45.1 Pre-construction and Post Construction treatment shall be carried out in co-ordination with the building work and shall be executed in such a manner that the civil works are not hampered or delayed by the anti-termite treatment. The treatment shall be carried out as detailed in BIS: 6313 (Part-II) latest revision.

45.2 The waterproof treatment shall be of type and specifications as given in the schedule of quantities.

45.3 The treatment against water-proofing of basement, roofs, water retaining areas and termite infestation shall be and remain fully effective for a period of not less than 10 (Ten) years to be reckoned from the date of expiring of the Defect Liability Period,

prescribed in the contract. At any time during SAI guarantee period if SAI finds any defects in SAI treatment or any evidence of re-infestation, dampness, leakage in any part of buildings or structure and notifies the contractor of the same, the contractor shall be liable to rectify the defect or give re-treatment and shall commence the work or such rectification or re-treatment within seven days from the date of issue of such letter to him. If the contractor fails to commence such work within the stipulated period, SAI may get the same done by another agency at the Contractor's cost and risk and the decision of the Engineer-In-Charge of SAI for the cost payable by the contractor shall be final and binding upon him. Re-treatment if required shall be attended to and carried out by the Contractor within seven days of the notice from Engineer-In-Charge of SAI.

45.4 SAI reserves the right to get the quality of treatment/work executed checked in accordance with recognized test methods and in case it is found that the chemicals with the required concentration and rate of application have not been applied, or the water proof treatment is not done as per specifications, the contractor will be required to do the re- treatment in accordance with the required concentration & specifications at no extra cost failing which no payment for such work will be made. The extent of work thus rejected shall be determined by SAI.

45.5 Water proofing and anti-termite treatment shall be got done through approved / specialized agencies only with prior approval of Engineer-In-Charge.

45.6 The contractor shall make such arrangement as may be necessary to safe guard the workers and residents of the building against any poisonous effect of the chemicals used during the execution of the work.

45.7 During the execution of work, if any damage shall occur to the treatment already done, either due to rain or any other circumstances, the same shall be rectified and made good to the entire satisfaction of Engineer-In-Charge by the contractor at his costs and risks.

45.8 The contractor shall make his own arrangement for all equipment required for the execution of the job.

**45.9** The contractor whose tender is accepted shall execute Guarantee Bond in the prescribed form as appended for guaranteeing the anti-termite treatment, water proof treatment and water supply. Sanitary and plumbing works.

**46. INDIAN STANDARDS**

Wherever any reference is made to Indian Standards (IS) in the specifications, drawings, or bill of quantities, it shall be deemed to refer to the latest edition of the relevant Indian Standard, including all amendments, as applicable on the last date of receipt of the tender documents. The contractor shall be responsible for ensuring full compliance with these standards in the execution of the work. Any deviation from the prescribed IS specifications shall require prior written approval from SAI, failing which the work shall be considered non-compliant and subject to rectification at the contractor's cost.

**47.0 CENTERING & SHUTTERING**

Marine waterproof plywood or steel plates of minimum thickness and height adjustable steel props as approved by Engineer- In-Charge shall be used for formwork. The shuttering plates shall be cleaned and oiled after every repetition and shall be used only after obtaining approval of SAI's Engineers at site. The number of repetitions allowed for

plywood and steel shuttering shall be at the discretion of Engineer-In-Charge of SAI depending upon the condition of shuttering surface after each use and the decision of Engineer-In- Charge in this regard shall be final and binding on the contractor. No claim whatsoever on this account shall be admissible.

## 48.0 RECORDS OF CONSUMPTION OF MATERIALS

**48.1** For the purpose of keeping a record of materials (Steel, Cement, Bitumen, paints/primers, pig lead etc.) and other items (as decided by Engineer in Charge) received at site and consumed in works, the contractor shall maintain a properly bound register in the form approved by SAI, showing columns like quantity received and used in work and balance in hand etc. This register shall be signed daily by the contractor's representative and SAI's representative.

**48.2** The register of material shall be kept at site in the safe custody of SAI's Engineer during progress of the work. This provision will not, however, absolve the contractor from the quality of the final product.

**48.3** In case cement or steel or pig lead quantity consumed is lesser as compared to the theoretical requirement of the same as per CPWD specifications/ norms, the work will be devalued and/ or a penal rate (i.e. double the rate at which cement/ steel purchased last) recovery for lesser consumption of cement/ steel shall be made in the rates of the work done subject to the condition that the tests results fall within the acceptable criteria as per CPWD specifications otherwise the work shall have to be dismantled and redone by the contractor at no extra cost.

In case of cement, if actual consumption is less than 98% of the theoretical consumption, a recovery shall be affected from the contractor's dues at the penal rate (Prescribed under relevant clauses of I.S. Code) for the actual quantity, which is lower than 98% of theoretical consumption.

## 49.0 MATERIALS AND SAMPLES

**49.1** The contractor shall submit samples/ specimens out of approved makes of materials/ products to the Engineer-In-Charge for prior approval. In exceptional circumstances Engineer-In-Charge may allow alternate equivalent makes/ brands of products/ materials at his sole discretion. The final choice of brand/ make shall remain with the Engineer-In-Charge, whose decision in this matter shall be final and binding and nothing extra on this account shall be payable to the Contractor.

**49.2** In case no make or brand of any materials, articles, fittings and accessories etc. is specified, the same shall comply with the relevant Indian Standard Specifications and shall bear the ISI/BIS mark. The Engineer of SAI and the owner shall have the discretion to check quality of materials and equipment to be incorporated in the work, at source of supply or site. They shall also have the discretion to check the workmanship of various items of work to be executed in this work. The contractor shall provide the necessary facilities and assistance for this purpose.

The above provisions shall not absolve the contractor from the quality of final product and in getting the material and workmanship quality checked and approved from the Engineer-In-Charge of SAI.

**49.3** The contractor shall well in advance, produce samples of all materials, articles, fittings, accessories etc. that he proposes to use and get them approved in writing by SAI. The materials articles etc. as approved shall be labeled as such and shall be signed by SAI and the Contractor's representative.

**49.4** The approved samples shall be kept in the custody of the Engineer-In-Charge of SAI till completion of the work. Thereafter the samples except those destroyed during testing shall be returned to the contractor. No payment will be made to the contractor for the samples or samples destroyed in testing.

**49.5** The brands of all materials, articles fittings etc. approved together with the names of the manufacturers and firms from which supplies have been arranged shall be recorded in the site order book.

**49.6** The contractor shall set up and maintain at his cost, a field-testing laboratory for all day- to-day tests at his own cost to the satisfaction of the Engineer-In-Charge. This field- testing laboratory shall be provided with equipment and facilities to carry out all mandatory field tests as per CPWD (as the case may be) specifications. The laboratory shall be constructed and installed with the appropriate facilities; Temperature and Humidity controls shall be available wherever necessary during testing of samples.

All equipment shall be provided by the Contractor so as to be compatible with the testing requirements specified. The Contractor shall maintain all the equipment in good working condition for the duration of the contract. The Contractor shall provide approved qualified personnel to run the laboratory for the duration of the Contract. The number of staff and equipment available must at all times be sufficient to keep pace with the sampling and testing program as required by the Engineer-In-Charge.

The Contractor shall fully service the site laboratory and shall supply everything necessary for its proper functioning, including all transport needed to move equipment and samples to and from sampling points on the site, etc. The Contractor shall re-calibrate all measuring devices whenever so required by the Engineer-In- Charge and shall submit the results of such measurements without delay. All field tests shall be carried out in the presence of SAI representative. All costs towards samples, materials, collection, transport, manpower, testing etc. shall be borne by the Contractor and are deemed to be included in the rates quoted by him in the bill of quantities.

## 50.0 TESTS AND INSPECTION

**50.1** The contractor shall be responsible for carrying out all mandatory tests as per the approved specifications, technical documents, and directions of SAI during the execution of the work.

**50.2** All tests on materials shall be conducted in accordance with the standards prescribed by CPWD (Central Public Works Department), and the relevant Indian Standard (IS) Codes, including all amendments applicable as of the last date of submission of tender documents.

**50.3** The contractor shall arrange for all necessary tests at any recognized institution/NABL accredited laboratory, as directed by SAI. All testing charges, laboratory fees, and associated expenses shall be borne solely by the contractor.

**50.4** All tests, whether conducted on-site or at external laboratories, relating to the execution of the work and supply of materials, shall be performed by the contractor or by SAI at the contractor's expense.

**50.5** Failure to conduct the required tests or non-compliance with test results shall be considered a breach of contract, and SAI shall have the right to reject defective materials, halt work, impose penalties, or take any other necessary remedial action at the risk and cost of the contractor.

### 50.6 WORKS TO BE OPEN TO INSPECTION

All works executed or under the course of execution in pursuance of this contract shall at all times be open to inspection and supervision of SAI and its designated representatives. The work during its progress or after its completion may also be inspected, by Chief Technical Examiner of Government of India (CTE) and/ or an inspecting authority of State Government of State in which work is executed and/or by third party checks by SAI The compliance of observations/ improvements as suggested by the inspecting officers of SAI/CTE/ State Authorities shall be obligatory on the part of the Contractor. Any rectifications, modifications, or corrective actions required pursuant to such inspections shall be executed at the sole cost and responsibility of the contractor, without any additional financial liability on SAI and failure to comply with inspection observations or corrective measures may lead to penalties, withholding of payments, rejection of work, or termination of contract as deemed necessary by SAI.

## 51.0 BORROW AREAS

The contractor shall make his own arrangements for borrow pits and borrow disposal

areas including their approaches and space for movement of man, machinery, other equipment as required for carrying out the works. The contractor shall be responsible for taking all safety measures, getting approval, making payment of royalties, charges etc. and nothing extra shall be paid to the contractor on this account and rates quoted by the contractor for various items of bill of quantities shall deemed to include the same.

## 52.0 BITUMEN WORK

The contractor shall collect the total quantity of tar or bitumen required for the work as per standard formula, before the work is started and shall hypothecate it to the Engineer-In-Charge. Although the materials are hypothecated to SAI, the Contractor undertakes the responsibility for their proper watch, safe custody and protection against all risks. The materials shall not be removed from site of work without the consent of the Engineer-In-Charge in writing.

## 53.0 CARE OF WORKS

From the commencement to the completion of works and handing over, the contractor shall take full responsibility for care thereof all the works and in case of any damage/loss to the works or to any part thereof or to any temporary works due to lack of precautions or due to negligence on part of Contractor, the same shall be made good by the Contractor.

## 54.0 WORK IN MONSOON AND DEWATERING

The execution of the work may entail working in the monsoon also. The contractor must maintain labour force as may be required for the job and plan and execute the construction and erection according to the prescribed schedule. No special/ extra rate will be considered for such work in monsoon. The contractor's rate shall be considered inclusive of cost of dewatering required if any and no extra rate shall be payable on this account.

## 55.0 NO COMPENSATION FOR CANCELLATION/ REDUCTION OF WORKS

If at any time after the commencement of the work SAI shall for any reason whatsoever is required to abandon the work or is not required the whole work thereof as specified in the tender to be carried out, the Engineer-In-Charge shall give notice in writing of the fact to the contractor, who shall have no claim to any payment of compensation whatsoever on account of any profit or advantage which he might have derived from the execution of the work in full, but which he did not derive in consequence of the full amount of the work not having been carried out or fore-closure, neither shall he have any claim for compensation by reason of any alterations having been made in the original specifications, drawings, designs and instructions which shall involve any curtailment of the work as originally contemplated. Provided that the contractor shall be paid the charges on the cartage only of materials actually and Bonafide brought to the site of the work by the

contractor and rendered surplus as a result of the abandonment or curtailment of the work or any portion thereof and then taken back by the contractor, provided however, that the Engineer-In-Charge shall have in all such cases the option of taking over all or any such materials at their purchase price or at local current rates whichever may be less. In the case of such stores having been issued by SAI and returned by the Contractor to SAI, credit will be given to him by the Engineer-In- Charge at rates not exceeding those at which they were originally issued to him after taking into consideration any deduction for claims on account of any deterioration or damage while in the custody of the contractor and in this respect the decision of the Engineer-In-Charge shall be final.

## 56.0 RESTRICTION ON SUBLETTING

The contractor shall not sublet or assign the whole or part of the works except where otherwise provided, by the contract and even then only with the prior written consent of SAI and such consent if given shall not relieve the contractor from any liability or obligation under the contract and he shall be responsible for the acts, defaults or neglects of any sub-contractor, his agents, servants or workman as full as if they were the acts, defaults or neglects of the contractor, his agent, servants or workman provided always that the provision of labour on piece work basis shall not be deemed to be a subletting under this clause. The contractor may entrust specialized items of works to the agencies specialized in the specific trade. The contractor shall give the names and details of such firm whom it is going to employ for approval of SAI. These details shall include the expertise, financial status, technical manpower, equipment, and resources and list of works executed and on hand of the specialist agency.

## 57.0 PROHIBITION OF UNAUTHORISED CONSTRUCTION & OCCUPATION

The contractor shall not erect, construct, or install any unauthorized buildings, structures, temporary shelters, or any other installations anywhere within the project site without prior written approval from SAI. No building, structure, or facility constructed by the contractor shall be occupied, used, or retained by the contractor, its employees, workers, or sub-contractors beyond the permitted scope and duration of the contract. In case of any unauthorized construction or occupation, SAI reserves the right to:

A. Remove/Demolish such unauthorized structures at the contractor’s cost and risk.
B. Levy penalties or withhold payments until compliance is ensured.
C. Initiate legal proceedings or terminate the contract for repeated violations.

Upon completion of the contract, the contractor shall ensure that the project site is cleared of all temporary structures, debris, and unauthorized constructions and restored to its original condition as per SAI’s instructions

## 58.0 CO-ORDINATION WITH OTHER AGENCIES

Work shall be carried out in such a manner that the work of other Agencies operating at the site is not hampered due to any action of the Contractor. Proper co-ordination with other Agencies will be Contractor’s responsibility. In case of any dispute, the

decision of SAI shall be final and binding on the contractor. No claim whatsoever shall be admissible on this account.

## 59.0 SETTING OUT OF THE WORKS

The contractor shall be responsible for the true and proper setting out of the works and for the correctness of the position, levels, dimensions and alignment of all parts of the works. If at any time during the progress of works, shall any error appear or arise in the position, levels, dimensions or alignment of any part of the works, the contractor shall at his own expenses rectify such error to the satisfaction of Engineer-In-Charge. The checking of any setting out or of any line or level by the engineers of SAI shall not in any way relieve the contractor of his responsibility for the correctness.

## 60.0 NOTICE BEFORE COVERING UP THE WORK

The contractor shall give not less than seven days' notice before covering up or otherwise placing beyond the reach of measurement any work, to the Engineer-In-Charge in order that the same may be inspected and measured. If any work is covered up or placed beyond the reach of inspection/ measurement without such notice or his consent being obtained the same shall be uncovered at the contractor's expenses and he shall have to make it good at his own expenses.

## 61.0 SITE CLEARANCE

The contractor shall ensure that the working site is kept clean and free of obstructions for easy access to job site and also from safety point of view. Before handing over the work to SAI, the contractor shall remove all temporary structures like the site offices, cement godown, stores, labour hutments etc., scaffolding rubbish, left over materials tools and plants, equipment etc., clean and grade the site to the entire satisfaction of the Engineer-In-Charge. If this is not done the same will be got done by SAI at his risk and cost.

The contractor shall clean all floors, remove cement/ lime/ paint drops and deposits, clean joinery, glass panes etc., touching all painter's works and carry out all other necessary items of works to make the premises clean and tidy before handing over the building, and the Percentage/ Item Rates quoted by the contractor shall be deemed to have included the same.

## 62.0 VALUABLE ARTICLES FOUND AT SITE

All gold, silver and other minerals of any description and all precious stones, coins, treasure, relics, antiques and all other similar things which shall be found in, under or upon the site, shall be the property of the Owner/ Government and the contractor shall duly preserve the same to the satisfaction of Engineer-In-Charge and shall from time to time deliver the same to such person or persons indicated by SAI.

## 63.0 MATERIALS OBTAINED FROM DISMANTLEMENT TO BE OWNER'S PROPERTY

All materials like stone, boulders and other materials obtained in the work of dismantling, excavation etc. will be considered owner/ government property and may be issued to the contractor by the owner/ SAI, if required for use in this work at rate s approved by SAI or the contractor may be asked to dispose these items at his cost.

## 64.0 SET-OFF OF CONTRACTOR'S LIABILITIES

SAI shall have the right to deduct or set off the expenses incurred or likely to be incurred by it in rectifying the defects and/or any claim under this agreement against the Contractor from any or against any amount payable to the contractor under this agreement including Security Deposit and proceeds of Performance Guarantee.

## 65.0 MATERIALS PROCURED WITH THE ASSISTANCE OF SAI

If any material for the execution of this contract is procured with the assistance of SAI either by issue from its stores or purchase made under orders or permits or licenses obtained by SAI, the contractor shall hold and use SAI materials economically and solely for the purpose of this contract and shall not dispose them without the permission of Engineer-In-Charge. The contractor, if required by SAI, shall return all such surplus or unserviceable materials that may be left with him after the completion of the contract or at its termination on whatsoever reason, on being paid or credited such price as SAI shall determine having due regard to the conditions of materials.

## 66.0 ACTION AND COMPENSATION PAYABLE IN CASE OF BAD WORK

If it shall appear to the Engineer-In-Charge or his authorized subordinate in charge of the work or to the Chief Technical Examiner or to any other inspecting agency of Government/ State Government/ SAI where the work is being executed, that any work has been executed with unsound, imperfect, or unskillful workmanship or with materials of any inferior description, or that any materials or articles provided by him for the execution of the work are unsound or of a quality inferior to that contracted for or otherwise not in accordance with the contract, the contractor shall on demand in writing which shall be made within one year of the completion of the work from the Engineer-In-Charge specifying the work, materials or articles complained of notwithstanding that the same may have been passed, certified and paid for forthwith rectify, or remove and reconstruct the work so specified in whole or in part as the case may require or as the case may be, remove the materials or articles so specified and provide other proper and suitable materials or articles at his own proper charge and cost, and in the event of his failing to do so within a period to be specified by the Engineer-In-Charge in his demand aforesaid,, the Engineer-In- Charge may rectify or remove and re-execute the work or remove and replace with others, the material or articles complained of as the case may be at the risk and expense in all respects of the contractor.

## 67.0 POSSESSION PRIOR TO COMPLETION

**67.1** SAI shall have the right to take possession of or use any completed or partially completed work or part of the work. Such possession or use shall not be deemed to be any acceptance of any work not completed in accordance with the contract agreement.

If such prior possession or use by SAI delays the progress of work an equitable adjustment in the time of completion will be made and the contract agreement shall be deemed to be modified accordingly. The decision of SAI in this case shall be final binding and conclusive.

**67.2** When the whole of the works or the items or the groups of items of work for which separate periods of completion have been specified have been completed the contractor will give a notice to that effect to the Engineer-In-Charge in writing. The Engineer-In-Charge shall within 7 days of the date of receipt of such notice inspect the works and either the Engineer-In-Charge issues to the contractor a completion certificate stating the date on which in his opinion the works were completed in accordance with the contract or gives instructions in writing to the contractor specifying the balance items of work which are required to be done by the contractor before completion certificate could be issued. The Engineer-In-Charge shall also notify the contractor of any defect in the works affecting completion.

**67.3** The contractor shall during the course of execution prepare and keep updated a complete set of 'as built' drawings to show each and every change from the contract drawings, changes recorded shall be countersigned by the Engineer-In- Charge and the contractor. Four copies of 'as built' drawings shall be supplied to SAI by the contractor within 30 days of the completion. All costs incurred in this respect shall be borne by the contractor only.

## 68.0 COMPENSATION FOR DELAY AND REMEDIES

**68.1** If the contractor fails to maintain the required progress in terms of relevant clause of Special Conditions of Contract, to complete the work and clear the site on or before the contract or extended date of completion, he shall, without prejudice to any other right or remedy available under the law to SAI on account of such breach, pay as agreed compensation the amount calculated at the rates stipulated below or such smaller amount as the Engineer-In-Charge (whose decision in writing shall be final and binding) may decide on the amount of tendered value of the work for every completed day / week (as applicable) that the progress remains below that specified in the relevant clause in Special Conditions of Contract or that the work remains incomplete. This will also apply to items or group of items for which a separate period of completion has been specified.

**68.2** Compensation for delay in completion of work shall be levied at the rate of below milestone of the tendered value, subject to a maximum of 5% of the tendered value of the work or of the item/group of items for which a separate completion period was originally specified.

**68.3** If the contractor fails to maintain the required progress in terms of clause or to complete the work and clear the site on or before the stipulated completion date or justified extended date of completion determined as per clause mentioned in the NIT also considering any extension granted under clauses mentioned in the NIT, he shall, without prejudice to any other right or remedy available under the law to the Government on account of such breach, pay as compensation, the amount calculated as below :

**68.4** (i) Compensation for delay of work @ 0.75% of accepted tendered amount per month of delay (to be computed on per day basis)

**68.5** Provided further that the total amount of compensation for delay to be paid under this condition shall not exceed 5% (five percent) of the accepted Tendered Value of work or of the accepted Tendered Value of the Sectional part of work as mentioned in the tender for which a separate period of completion is originally given.

**68.6** The period of delay solely attributable to contractor shall be computed as the time taken by contractor going beyond the 'justified date of completion' as determined by the authority specified in the tender under clause mentioned in the NIT. Further, in case where the contractor is entitled to additional time under clause mentioned in the NIT, that shall also be accounted for while deciding the net period of delay. In case, the authority specified in the tender decides to levy compensation during the progress of work, the period of delay attributable to contractor shall be computed (by such authority) as the period by which the progress is behind the schedule on date of such decision, after due consideration of justified extension at that stage of work.

**68.7** In case no compensation has been decided by the authority in the tender during the progress of work, this shall be no waiver of right to levy compensation by SAI if the work remains incomplete on final justified extended date of completion.

**68.8** If the Engineer in Charge decides to give further extension of time allowing performance of work beyond the justified extended date the contractor shall be liable to pay compensation for such extended period. The levy of compensation under this clause shall be without prejudice to the right of action by the Engineer-in-charge under clause mentioned in the NIT or any other clause in contract.

**68.9** In case action under clause mentioned in the NIT has not been finalized and the work has been determined under clause mentioned in the NIT, the right of action under clause mentioned in the NIT shall remain post determination of contract and in such case the levy of compensation shall be for days the progress is behind the schedule on date of determination, as assessed by the authority in tender, after due consideration of justified extension. The compensation for delay, if not decided before the determination of contract, shall be decided after of determination of contract. Further, in such case where the contract has been determined, the total amount of recovery against compensation under clause mentioned in the NIT plus that under clause mentioned in the NIT (i.e. forfeiture of security deposit, performance guarantee) shall not exceed 10 % of the accepted tendered value of work.

**68.10** The amount of compensation may be adjusted or set-off against any sum payable to the Contractor under this or any other contract with the SAI.

**68.11** In case, the contractor does not achieve a particular milestone mentioned in tender, or the re-scheduled milestone(s) in terms of Clause mentioned in the NIT, the amount shown against that milestone shall be withheld, to be adjusted against the compensation levied as above. With-holding of this amount on failure to achieve a milestone, shall be automatic without any notice to the contractor. However, if the contractor catches up with the progress of work on the subsequent milestone(s), the withheld amount shall be released. In case the contractor fails to make up for the delay in subsequent milestone(s), amount mentioned against each milestone missed subsequently also shall be withheld. The amount so withheld can be released against BG/ FDR from a commercial bank of equivalent amount. Further, no interest, whatsoever, shall be payable on such withheld amount.

| Milestone No. | Milestone Description | Scheduled Completion | Maximum Amount to be withheld. |
|---|---|---|---|
| **Milestone–1** | Mobilization of manpower, machinery, materials, site survey, and approval of layout drawings | End of 10 Days | 0.50% |
| **Milestone–2** | Procurement and laying of main pipelines along jogging track and allied trenching/civil works | End of 20 Days | 1.00% |
| **Milestone–3** | Installation of drip irrigation system along jogging track including valves, emitters, fittings, and control accessories | End of 60 Days | 1.50% |
| **Milestone–4** | Installation of sprinkler system at Football Practice Ground including pumps, sprinklers, electrical connections, and testing | End of 75 Days | 1.00% |
| **Milestone–5** | Storm water distribution works for horticulture, miscellaneous civil & electrical works, testing, commissioning, and handing over | End of 90 Days | 1.00% |

68.12 Requirement of Technical Representative(s) and Recovery Rate

The Contractor shall deploy the following personnel on a full-time basis at the designated site for the duration of the contract:

| Sr. No. | Min Qualification of Technical Representative | Discipline | Designation | Min Experience | Number | Rates at which Recovery shall be made from the contractor in the event of not fulfilling provision of Cluase 71.3 | |
|---|---|---|---|---|---|---|---|
| | | | | | | Figures | Words |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 1. | B.Tech or equivalent | Civil Engineering | Project manager | Min 10 Years of Experience in the Similar Works | 01 | 100000 Per Month | One Lac per Month |
| | | | | | | | |
| 2. | B.Tech or equivalent | Civil Engineer | Site engineer/billing engineer/QA Engineer | Min 08 Years of Experience in the Similar Works | 01 | 80000 Per Month | Eighty Thousand Per Month |

Failure to deploy any of the above-mentioned resources as per the agreed schedule will result in a monthly deduction from the Contractor's payment. The deduction amount shall be calculated on a per-resource basis

### 68.13 CANCELLATION / DETERMINATION OF CONTRACT IN FULL OR PART

Subject to other provisions contained in this clause the Engineer-In-Charge may, without prejudice to his any other rights or remedy against the contractor in respect of any delay, inferior workmanship, any claims for damages and / or any other provisions of this contract or otherwise, and whether the date of completion has or has not elapsed, by notice in writing absolutely determine the contract in any of the following cases:

i) If the contractor having been given by the Engineer-In-Charge a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in an inefficient or otherwise improper or un-workmanlike manner shall omit to comply with the requirement of such notice for a period of seven days thereafter; or

ii) If the contractor has, without reasonable cause, suspended the progress of the work or has failed to proceed with the work with due diligence so that in the opinion of the Engineer-In-Charge (which shall be final and binding) he will be unable to secure completion of the work by the date for completion and continues to do so after a notice in writing of seven days from the Engineer-In-Charge; or

iii) If the contractor fails to complete the work within the stipulated date or items of work with individual date of completion, if any stipulated, on or before such date(s) of completion and does not complete them within the period specified in a notice given in writing in that behalf by the Engineer-In-Charge; or

iv) If the contractor persistently neglects to carry out his obligations under the contract and / or commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days

after a notice in writing is given to him in that behalf by the Engineer-In-Charge; or

v) If the contractor shall offer or give or agree to give to any person in SAI service or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any action in relation to the obtaining or execution of this or any other contract from SAI; or

vi) If the contractor shall obtain a contract with SAI as a result of wrong tendering or other non-bonafide methods of competitive tendering; or

vii) If the contractor being an individual, or if a firm, any partner thereof shall at any time be adjudged insolvent or have a receiving order or order for administrative of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purport so to do, or if any application be made under any Insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors; or

viii) If the contractor being a company, shall pass a resolution or the Court shall make an order for the winding up of the company, or a receiver or manager on behalf of the debenture holders or otherwise shall be appointed or circumstances shall arise which entitle the Court or debenture holders to appoint a receiver or manager; or

ix) If the contractor shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days; or

x) If the contractor assigns, transfers, sublets (engagement of labour on a piece- work basis or of the labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or otherwise parts with or attempts to assign, transfer, sublet or otherwise parts with the entire works or any portion thereof without and prior written approval of the Engineer-In-Charge. Or:

xi) If the Contractor submit non-genuine and invalid or fraudulent/ forge documents, Bank Guarantee etc. to SAI.

xii) When the contractor has made himself liable for action under any of the cases aforesaid, the Engineer-In-Charge may without prejudice to any other right or remedy which shall have accrued or shall accrue hereafter to SAI, by a notice in writing, cancel the contract as a whole or only such items of work in default from the Contract.

The Engineer-In-Charge shall on such cancellation by SAI have powers to:

a) Take possession of site and any materials, constructional plant, implements, stores, etc. thereon; and/ or

b) Carry out the incomplete work by any means at the risk and cost of the contractor;

and/ or

c) To determine or rescind the contract as aforesaid (of which termination or rescission notice in writing to the contractor under the hand of the Engineer-In-Charge shall be conclusive evidence). Upon such determination or rescission, the full security deposit recoverable under the contract shall be liable to be forfeited and un-used materials, construction plants, implements, temporary buildings, etc. shall be taken over and shall be absolutely at the disposal of SAI. If any portion of the Security Deposit has not been paid or received it would be called for and forfeited; and/ or

d) To employ labour paid by the Department and to supply materials to carry out the work or any part of the work debiting the contractor with the cost of the labour and the price of the materials (of the amount of which cost and price certified by the Engineer-In-Charge shall be final and conclusive) against the contractor and crediting him with the value of the work done in all respects in the same manner and at the same rates as if it had been carried out by the contractor under the terms of his contract. The certificate of the Engineer-In-Charge as to the value of the work done shall be final and conclusive against the contractor provided always that action under the sub-clause shall only be taken after giving notice in writing to the contractor. Provided also that if the expenses incurred by the department are less than the amount payable to the contractor at his agreement rates, the difference shall not be paid to the contractor; and/ or

e) After giving notice to the contractor to measure up the work of the contractor and to take such whole, or the balance or part thereof as shall be un-executed or delayed with reference to the General Conditions of Contract Clause / relevant clause of Special Conditions of Contract, out of his hands and to give it to another contractor to complete in which case any expenses which may be incurred in excess of the sum which would have been paid to the original contractor if the whole work had been executed by him (of the amount of which excess the certificate in writing of the Engineer-In-Charge shall be final and conclusive) shall be borne and paid by the original contractor and may be deducted from any money due to him by SAI under his contract or on any other account whatsoever or from his security deposit or the proceeds of sales of unused materials, construction plants, implements temporary buildings etc. thereof or a sufficient part thereof as the case may be. If the expenses incurred by SAI are less than the amount payable to the contractor at his agreement rates, the difference shall not be paid to the contractor; and/ or

f) By a notice in writing to withdraw from the contractor any items or items of work as the Engineer-In-Charge may determine in his absolute discretion and get the same executed at the risk and cost of the contractor.

Any excess expenditure incurred or to be incurred by SAI in completing the works or part of the works or the excess loss or damages suffered or may be suffered by SAI as aforesaid after allowing such credit shall without prejudice to any other right or remedy available to SAI in law be recovered from any moneys due to the contractor on any account such as Performance Guarantee, Security Deposit, invoices or any

other dues, and if such moneys are not sufficient the contractor shall be called upon in writing and shall be liable to pay the same within 30 days.

If the contractor shall fail to pay the required sum within the aforesaid period of 30 days, the Engineer-In-Charge shall have the right to sell any or all of the contractor's unused materials, constructional plant, implements, temporary buildings, etc. and apply the proceeds of sale thereof towards the satisfaction of any sums due from the contractor under the contract and if thereafter there be any balance outstanding from the contractor, it shall be recovered in accordance with the provisions of the contract and law.

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

In the event of anyone or more of the above courses being adopted by the Engineer-In-Charge the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any materials or entered into any engagements or made any advances on account or with a view to the execution of the work or the performance of the contract. And in case action is taken under any of the provision aforesaid the contractor shall not be entitled to recover or be paid any sum for any work thereof or actually performed under this contract unless and until the Engineer-In-Charge has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified. Provided further that if any of the recoveries to be made, while taking action as per (d) and/or (e) above, are in excess of the security deposit forfeited, these shall be limited to the amount by which the excess cost incurred by the Department exceeds the security deposit so forfeited.

**68.14 CONTRACTOR LIABLE TO PAY COMPENSATION EVEN IF ACTION IS NOT TAKEN**

In any case in which any of the powers conferred upon the Engineer-In-Charge by relevant clause thereof, shall have become exercisable and the same are not exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall not withstanding be exercisable in the event of any future case of default by the contractor and the liability of the contractor for compensation shall remain unaffected. In the event of the Engineer- In-Charge putting in force all or any of the powers vested in him under the preceding clause he may, if he so desires after giving a notice in writing to the contractor, take possession of (or at the sole discretion of the Engineer-In-Charge which shall be final and binding on the contractor) use as on hire (the amount of the hire money being also in the final determination of the Engineer-In-Charge) all or any tools, plant, materials and stores, in or upon the works, or the site thereof belonging to the contractor, or procured by the contractor and intended to the used for the execution of the work / or any part

thereof, paying or allowing for the same in account at the contract rates, or in the case of these not being applicable, at current market rates to be certified by the Engineer-In-Charge, whose certificate thereof shall be final, and binding on the contractor and/or direct the contractor or his authorized agent to remove such tools, plant, materials, or stores from the premises (within a time to be specified in such notice) in the event of the contractor failing to comply with any such requisition, the Engineer-In-Charge may remove them at the contractor's expense or sell them by auction or private sale on account of the contractor and his risk in all respects and the certificate of the Engineer-In- Charge as to the expenses of any such removal and the amount of the proceeds and expenses of any such sale shall be final and conclusive against the contractor.

**68.15 TIME ESSENCE OF CONTRACT & EXTENSION FOR DELAY**

The time allowed for execution of the Works as specified in the terms of contract or the extended time in accordance with these conditions shall be the essence of the contract. The execution of the works shall commence from the 10$^{th}$ Day or such time period as mentioned in Letter of Acceptance of Work/ Award after the date on which the Engineer- In-Charge issues written orders to commence the work. If the Contractor commits default in commencing the execution of the work as aforesaid, the Executing Agency shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the earnest money absolutely.

Within 10 (Ten) days of Letter of Acceptance of Work, the Contractor shall submit a Time and Progress Chart (CPM/ PERT/ Quantified Bar Chart) along with quarterly milestones and resources plan for man, material & machinery to achieve the milestones and get it approved by the Engineer-In-Charge. The Chart shall be prepared in direct relation to the time stated in the contract documents for completion of items of the works. It shall indicate the forecast (milestones) of the dates of commencement and completion of various items, trades, sections of the work and may be amended as necessary by agreement between the Engineer-In-Charge and the Contractor within the limitations of time stipulated in the contract documents, and further to ensure good progress during the execution of the work.

The compensation for delay as per Clause mentioned in the NIT shall be leviable at intermediate stages also, in case the required progress is not achieved to meet the above time deadlines of the completion period and/ or milestones of time and progress chart, provided always that the total amount of compensation for delay to be paid under this condition shall not exceed 10% of the tendered value of work".

If the work(s) be delayed by:

i) Force-majeure, or

ii) Abnormally bad weather, or

iii) Serious loss or damage by fire, or

iv) Civil commotion of workmen, strike or lockout, affecting any of the trades

employed on the work, or

v) Delay on the part of other contractors or tradesmen engaged by Engineer-In-Charge in executing work not forming part of the Contract, or

vi) Non-availability or break down of tools and plant to be supplied or supplied by SAI or, any other cause which, in the absolute discretion of SAI, is beyond the Contractor's control,

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

Request for extension of time, to be eligible for consideration, shall be made by the contractor in writing within fourteen days of the happening of the event causing delay on the prescribed form.

The Contractor will indicate in such a request the period for which extension is desired. In any such case SAI may give a fair and reasonable extension of time for completion of work. Such extension shall be communicated to the Contractor by the Engineer-In-Charge in writing, within 3 months of the date of receipt of such request.

**68.16 QUALITY ASSURANCE AND TESTING COMPLIANCE PENALTY**

Failure to comply with the approved Quality Assurance and Quality Control (QA/QC) Plan, or failure to conduct mandatory tests as specified in the contract documents, technical specifications, or as directed by the Engineer-In-Charge, shall attract a penalty of ₹25,000 (Rupees Twenty-Five Thousand only) per instance of non-compliance. Repeated defaults may lead to suspension of work, withholding of payments, or any other remedial action deemed appropriate by SAI. The Engineer-In-Charge shall have the sole authority to determine the occurrence and severity of such defaults, and his decision shall be final and binding.

**69.0 WITHHOLDING AND LIEN IN RESPECT OF SUMS DUE FROM CONTRACTOR**

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

69.2 It is an agreed term of the contract that the sum of money or moneys so withheld or retained under the lien referred to above by the Engineer-In-Charge or SAI will be kept withheld or retained as such by the Engineer-In-Charge or SAI till the claim arising out of or under the contract is determined by the competent court and that the contractor will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention under the lien referred to above and duly notified as such to the contractor. For the purpose of this clause, where the contractor is a partnership firm or a limited company, the Engineer-In-Charge or SAI shall be entitled to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner/limited company, as the case may be whether in his individual capacity or otherwise. SAI shall have the right to cause an audit and technical examination of the works and the final bills of the contractor including all supporting vouchers, abstract, etc., to be made after payment of the final bill and if as a result of such audit and technical examination any sum is found to have been overpaid in respect of any work done by the contractor under the contract or any work claimed to have been done by him under the contract and found not to have been executed, the contractor shall be liable to refund the amount of over-payment and it shall be lawful for SAI to recover the same from him in the manner prescribed in clauses above or 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 it, the amount of such under payment shall be duly paid by SAI to the contractor, without any interest thereon whatsoever.

### 69.3 LIEN IN RESPECT OF CLAIMS IN OTHER CONTRACTS

Any sum of money due and payable to the contractor (including the security deposit returnable to him) under the contract may be withheld or retained by way of lien by the Engineer-In-Charge or by SAI against any claim of the Engineer-In- Charge or SAI in respect of payment of a sum of money arising out of or under any other contract made by the contractor with the Engineer-In-Charge or SAI. It is an agreed term of the contract that the sum of money so withheld or retained under this clause by the Engineer-In-Charge or SAI will be kept withheld or retained as such by the Engineer-In-Charge or SAI or till his claim arising out of the same contract or any other contract is either mutually settled or determined by the arbitration clause or by the competent court, as the case may be, and that the contractor shall have no claim for interest or damages whatsoever on this account or on any other ground in respect of any sum of money withheld or retained under this clause and duly notified as such to the contractor.

## 70.0 DEFECTS LIABILITY PERIOD

The contractor shall be responsible for the rectification of defects in the works for a period of One Year (1 Year) from the date of record of completion certificate of the works by SAI. Any defects discovered and brought to the notice of the contractor forthwith shall be attended to and rectified by him at his own cost and expense. In

case the contractor fails to carry out these rectifications, the same may without prejudice to any other right or remedy available, be got rectified by SAI at the cost and expense of the contractor.

## 71.0 FORCE MAJEURE

For purposes of this Clause, "Force Majeure" means an event beyond the control of the Successful bidder and not involving the Successful bidder's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts done in sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, pandemics quarantine restrictions, lockdowns and freight embargoes. The Successful Bidder shall not be liable for imposition of any such sanction so long the delay and/or failure of the Successful Bidder in fulfilling its obligations under the contract is the result of an event of Force Majeure.

If a Force Majeure situation arises, the Successful Bidder shall promptly notify Engineering Division SAI, New Delhi in writing of such conditions and the cause thereof within 7 (seven) days of occurrence of such event. Unless otherwise directed by Engineering Division SAI, New Delhi in writing, the Successful Bidder shall continue to perform its obligations under the contract as far as reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding 60 (sixty) days, SAI may at its option terminate the contract without any financial repercussion on either side.

During the period of the Successful Bidder's inability to perform the obligations under the Agreement as a result of an event of Force Majeure and timely intimation by the Bidder, SAI shall assess the situation and then decide the application of Force Majeure. Once the duration is defined under the Force Majeure category/ situation no payments are expected to be made by the Bidder

In case due to a Force Majeure event SAI, New Delhi is unable to fulfil its contractual commitment and responsibility, SAI, New Delhi will notify the Successful Bidder accordingly.

During the period of their inability to perform the obligations under the Agreement as a result of an event of Force Majeure and timely intimation by the Bidder, SAI shall assess the situation and then decide the application of Force Majeure. Once the duration is defined under the Force Majeure category/ situation no payments are expected to be made by the Bidder.

### GOVERNING LAWS AND JURISDICTION

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Laws of India for the time being in force. The agreement shall be executed at New Delhi on non-judicial stamp paper purchased in New Delhi and the Court (s) at New Delhi alone will have jurisdiction to deal with matters arising

there from, to the exclusion of all other courts.

## 72.0 Dispute Resolution Mechanism

Any dispute, controversy or claims arising out of or relating to this Agreement or the breach, termination or invalidity thereof, shall be settled through following mechanism:

a) Firstly, the aggrieved party shall write a letter to the other party detailing its grievances and calling upon the other party to amicably resolve the dispute by convening a joint meeting. Accordingly, the parties as per their convenience shall jointly convene Said meeting(s), wherein minutes of SAI meeting(s) shall be prepared and countersigned by all the parties. It is mandatory to prepare minutes of meeting(s) and to be countersigned by all the parties, irrespective of the outcome of Said meeting(s).

b) In the event the parties are unable to reach on any settlement in SAI meeting(s), then the aggrieved party shall mandatory resort to pre-litigation mediation mechanism with Delhi High Court Mediation Cell, New Delhi.

c) If any difference or disputes arises under this NIT and/or the Agreement, as the case may be, which cannot otherwise be amicable resolved between the parties through Mediation, then such dispute shall be settled by way of arbitration and either Party shall be entitled to refer the dispute to Arbitration under Arbitration & Conciliation Act, 1996 or any statutory modifications or re-enactment thereof in force. The Arbitration shall be conducted before Arbitral Tribunal comprising of a sole arbitrator to be appointed with the mutual consent of the Parties or appointed by Hon'ble High Court of Delhi while deciding an application under Section 11 of the Act. The arbitration proceedings shall be conducted as per Arbitration and Conciliation Act, 1996, or any statutory modification or re-enactment then in effect.

d) The venue for arbitration shall be India International Arbitration Center, New Delhi in accordance with the D.O. No. A-60011/50/2023-ADR dated 05.04.2024 and the courts of New Delhi shall be vested with exclusive jurisdiction and the seat/venue of arbitration shall be at New Delhi and the language of arbitration proceedings and that of all documents and communications between the parties shall be English.

e) The arbitration award shall be final, and the judgment thereupon may be entered in the courts of competent jurisdiction or application may be made to such court for a judicial acceptance of the award and an order of enforcement, as the case may be.

f) Each party shall bear the cost of preparing and presenting its case and the cost of arbitration, including fees and expenses of the arbitrator shall be shared equally by both the parties unless the award otherwise provides. It is further agreed between the parties hereto that such arbitration proceedings shall be completed within a period of eight (8) calendar months from the date of reference.

g) The parties shall continue to perform their respective obligations under this contract during the pendency of the Arbitration proceedings except in so far as such obligations are the subject matter of Arbitration proceedings.

h) SAI shall have the right to bring an action seeking injunctive or other equitable relief before the courts at New Delhi, India if it reasonably believes that damages may not be an adequate remedy for any breach by the Bidder.

i) All disputes, differences, or claims arising out of or in connection with this contract shall be resolved through **fast-track arbitration** in accordance with the provisions of **Section 29B of the Arbitration and Conciliation Act, 1996**, as amended from time to time.

## 73.0 SUSPENSION OF WORKS

(a) The contractor shall, on receipt of the order in writing of the Engineer-In-Charge, suspend the progress of the works or any part thereof for such time and in such manner as the Engineer-In-Charge may consider necessary for any of the following reasons:

i) On account of any default on part of the contractor, or

ii) For proper execution of the works or part thereof for reason other than the default of the contractor, or

iii) For safety of the works or part thereof.

The contractor shall, during such suspension, properly protect and secure the work to the extent necessary and carry out the instructions given in that behalf by the Engineer-In-Charge.

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

i) The contractor shall be entitled to an extension of the time equal to the period of every such suspension plus 25%. No adjustment of contract price will be allowed for reasons of such suspension.

ii) In the event of the Contractor treating the suspension as an abandonment of the Contract by SAI, he shall have no claim to payment of any compensation on account of any profit or advantage which he may have derived from the execution of the work in full.

## 74.0 CLARIFICATION AFTER BID SUBMISSION

Tenderers are strictly prohibited from directly or indirectly contacting SAI, its employees, or representatives by any means regarding any matter related to the bid during the period the bids are under evaluation. Any unauthorized communication or attempt to influence the evaluation process shall result in immediate disqualification of the bidder. If clarifications are required, SAI shall reach out to the bidder in writing or through an officially designated mode of communication. Any response by the bidder must be strictly in accordance with the format and timelines prescribed by SAI. The Tender Scrutiny Committee, duly constituted and authorized by SAI, shall be solely responsible for evaluating bids and processing the award of work, seeking clarifications from bidders, if necessary, in an official capacity, and ensuring transparency and adherence to tender norms. Any attempt by a bidder to influence the decision-making process, either directly or indirectly, may result in immediate rejection of the bid, blacklisting of the bidder from future tenders and forfeiture of Earnest Money Deposit (EMD), if applicable.

## 75.0 ADDENDA/ CORRIGENDA

Addenda/Corrigenda to the tender documents may be issued prior to the date of opening of the tender to clarify or effect modification in specification and/or contract terms included in various tender documents. The tenderer shall suitably take into consideration such Addenda/Corrigenda while submitting his tender. The tenderer shall return such Addenda/ Corrigenda duly signed and stamped as confirmation of its receipt and submit along with the tender document. All addenda/ Corrigenda shall be signed and stamped on each page by the tenderer and shall become part of the tender and contract documents.

## 76.0 QUALITY ASSURANCE PROGRAMME

To ensure that the services under the scope of this contract are in accordance with the specifications, the Contractor shall adopt Quality Assurance Programme to control such activities at the necessary points. The contractor shall prepare and finalise such Quality Assurance Programme within 15 days from Letter of Acceptance of Work. SAI shall also carryout quality audit and quality surveillance of systems and procedures of Contractor's quality control activities. A Quality Assurance Programme of Contractor shall generally cover the following:

a) His organization structure for the management and implementation of the proposed Quality Assurance Program.

b) Documentation control system.

c) The procedure for purpose of materials and source inspection.

d) System for site controls including process controls.

e) Control of non-conforming items and systems for corrective actions.

f) Inspection and test procedure for site activities.

g) System for indication and appraisal of inspection status.

h) System for maintenance of records.

i) System for handling, storage and delivery.

j) A quality plan detailing out quality practices and procedures, relevant standards and acceptance levels for all types of work under the scope of this contract.

The Contractors in the formats appended hereto shall submit all the quality reports. Checklist enclosed here in this document shall be followed while carrying out Construction activities (items). If any item is not covered by the Checklist/ Formats appended hereto, the Format for the same may be developed and submitted to Engineer-In-Charge for approval and the same shall be adopted. These filled in formats shall be prepared in two copies and duly signed by representatives of contractor and SAI. All the costs associate with Printing of Formats and testing of materials required as per technical specifications or by Engineer-In-Charge shall be

included in the Contractor's quoted rates in the Schedule/ Bill of quantities.

## 77.0 APPROVAL OF TEMPORARY / ENABLING WORKS

The setting and nature of all offices, huts, access road to the work areas and all other temporary works as may be required for the proper execution of the works shall be subject to the approval of the Engineer-In-Charge.

All the equipment, labour, material including cement, reinforcement and the structural steel required for the enabling/ temporary works associated with the entire contract shall have to be arranged by the Contractor only. Nothing extra shall be paid to the Contractor on this account and the percentage/ item rates quoted by the Contractor for various items in the Bill of Quantities shall be deemed to include the cost of enabling works.

## 78.0 CONTRACT COORDINATION PROCEDURES, COORDINATION MEETINGS AND PROGRESS REPORTING

The Contractor shall prepare and finalize in consultation with SAI, a detailed contract coordination procedure within 15 days from the date of issue of Letter of Acceptance of Work for the purpose of execution of the Contract.

The Contractor shall have to attend all the meetings at any place in India at his own cost with SAI, Owners/ Clients or Consultants of SAI/ Owner/ Client during the currency of the Contract, as and when required and fully cooperate with such persons and agencies involved during these discussions. The Contractor shall not deal in any way directly with consultants of SAI and any dealing/ correspondence if required at any time with SAI/ Consultants shall be through SAI only.

During the execution of the work, Contractor shall submit at his own cost a detailed Monthly Progress Report to the Engineer-In-Charge of SAI by 5th of every month. The format of monthly progress report shall be as approved by Engineer-In-Charge of SAI.

## 79.0 CONTRACT AGREEMENT

The Contractor shall execute and enter into a formal Contract/Agreement with the Sports Authority of India (SAI) within twenty (20) days from the date of receipt of the Letter of Acceptance of Work or within such extended period as may be granted at the sole discretion of SAI. The cost of stamp papers, stamp duty, registration charges, or any other applicable expenses related to the execution of the contract shall be borne exclusively by the Contractor. In the event that the Contractor fails to sign the agreement within the stipulated period or any extended period as granted by SAI, or fails to commence the work within ten (10) days from the date of receipt of the Letter of Acceptance of Work, SAI shall have the absolute right to forfeit the Earnest Money Deposit (EMD) submitted by the Contractor, and the Letter of Acceptance of Work shall stand withdrawn without any further notice or liability on the part of SAI.

## 80.0 MANNER OF EXECUTION OF AGREEMENT

i. The contract agreement as per prescribed Proforma as enclosed to the tender documents shall be signed at the office of SAI within 20 days from the date of receipt of Letter of Acceptance of Work. The Contractor shall produce for signing of the Contract, appropriate Power of Attorney and the requisite documents/materials. Unless and until a formal contract is prepared and executed, the Letter of Acceptance of Work, Letter of Commencement of Work read in conjunction with the Bidding Documents will constitute a binding contract.

ii. The agreement will be signed in two originals and the Contractor shall be provided with one signed original and the other signed original will be retained by SAI. Contractor has to provide 02 (two) numbers of non-judicial stamp papers of requisite value (minimum Rs. 100) purchased from New Delhi.

iii. The cost of agreement between the parties shall be borne by the contractor

## 81.0 PURCHASE PREFERENCE TO PUBLIC SECTOR ENTERPRISES

SAI reserves its right to extend Purchase Preference to Central Public Sector Enterprises (CPSE s) as per policy of Government of India, if any, as applicable on this work. The tenderers are requested to go through latest instructions of Government of India on its preference policy for CPSU s before quoting for the tender.

## 82.0 CHANGE IN FIRM'S CONSTITUTION TO BE INTIMATED

Where the contractor is a partnership firm, the previous approval in writing of the Engineer-In-Charge shall be obtained before any change is made in the constitution of the firm. Where the contractor is an individual or a Hindu Undivided Family business concern such approval as aforesaid shall likewise be obtained before the contractor enters into any partnership agreement where under the partnership firm would have the right to carry out the works hereby undertaken by the contractor. If previous approval as aforesaid is not obtained, the contract shall be deemed to have been assigned in contravention of Clause mentioned in the NIT hereof and SAI shall be entitled to take action under Clause mentioned in the NIT.

## 83. CORRUPT OR FRAUDULENT PRACTICE AND BLACKLISTING

SAI mandates that all bidders, successful bidders, and stakeholders involved in the procurement and execution of contracts adhere to the highest standards of ethics. In pursuance of this policy, SAI reserves the right to reject any proposal for award if it determines that the bidder recommended for award has engaged in corrupt, fraudulent, collusive, or coercive practices during the bidding process. Furthermore, SAI may declare a firm ineligible or blacklist it either indefinitely or for a specified period if it is found at any time to have engaged in such malpractices or exhibited gross or deliberate negligence in competing for or executing the contract.

For the purposes of this clause:

(a) "Corrupt practice" includes the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the selection process. This also includes offering employment or engaging, directly or indirectly, any official of SAI who has been associated with the selection process, the Letter of Commencement of Work (LoC), or any matters arising therefrom, within one year from the date of resignation, retirement, or cessation of service from SAI. Engaging, during or after the selection process, any person who has served as a legal, financial, or technical advisor to SAI concerning the Request for Proposal (NIT) shall also be deemed as corrupt practice.

(b) "Fraudulent practice" refers to any misrepresentation, omission, suppression, or incomplete disclosure of facts intended to influence the selection process.

(c) "Coercive practice" includes harming, threatening to harm, or impairing any person or property, directly or indirectly, to influence any participant's action or decision in the selection process.

(d) "Undesirable practice" includes establishing contact with any person connected with SAI to canvass, lobby, or influence the selection process, or engaging in activities that lead to a conflict of interest.

(e) "Restrictive practice" refers to forming cartels, arriving at arrangements, or engaging in any conduct that manipulates or restricts fair competition in the selection process.

SAI reserves the absolute and unequivocal right to terminate the contract, without prejudice to any other legal or contractual remedies available, if it is discovered at any stage that the contract was obtained through misrepresentation, concealment, or suppression of material facts, or through the submission of forged documents, false measurements, or engagement in fraudulent, corrupt, or collusive practices by the contractor.

In such an event:

- All bid security, performance guarantees, and other securities submitted by the contractor shall stand **forfeited** without any further notice.
- SAI shall initiate appropriate **legal and administrative action** against the contractor, which may include:
    - **Immediate termination** of the contract;
    - **Blacklisting** of the contractor from participating in any future tenders issued by SAI for a period of **Three (3) years**;
    - **Recovery of losses**, damages, or excess expenditure incurred by SAI due to such misconduct, from any dues payable to the contractor under this or any other contract.

The decision of SAI in this regard shall be final, binding, and conclusive.

## SPECIAL CONDITIONS OF CONTRACT (SCC)

## GENERAL

The following special conditions shall be read in conjunction with General Conditions of Contract, if there are any provisions in these Special Conditions, which are at variance with the provisions of General Conditions of Contract, the provisions in these Special Conditions shall prevail.

(1) The work in general shall be carried out as per CPWD specification updated with correction slips issued up to last date of submission of tender.

(2) For items not covered under CPWD Specification, as above, the work shall be done as per latest relevant ISI /BIS Codes of practice.

**1.0** INTRODUCTION

**LOCATION/ APPROACH TO SITE**

The proposed site is in **Jawahar Lal Nehru Stadium, New Delhi**

**2.0** LETTER OF UNDERTAKING

The tender shall be accompanied by Letter of Acceptance of tender conditions as per proforma given in this tender document.

**3.0** Any tender not accompanied by Letter of Acceptance in accordance with aforesaid provision of Notice Inviting Tender and Instructions to Tenderer shall be rejected.

**4.0** Once the Tenderer has given an unconditional acceptance to the tender conditions in its entirety, he is not permitted to put any remark(s)/ conditions(s)(except unconditional rebate on price, if any) in/along with the tender.

**5.0 SITE VISIT AND COLLECTING LOCAL INFORMATION**

Before tendering, the tenderer is advised to visit the site, its surrounding, access and satisfy themselves about the local conditions such as approach roads to the site, availability of water & power supply, application of taxes, duties and levies as applicable, nature of ground, soil and sub-soil condition, underground water table level, accommodations they may require, river regime, river water levels, other details of river, streams & any other relevant information required by them to execute complete scope of work. The tenderer may obtain all necessary information as to risks, contingencies & other circumstances (insurgencies etc.) which may influence or affect their tender. Tenderer shall be deemed to have considered site conditions whether he has inspected it or not and to have satisfied himself in all respect before quoting his rates and no claim or extra charges whatsoever in this regard shall be entertained / payable by SAI at a later date.

**6.0 GST & TURNOVER TAX ETC.**

**As per GCC conditions**

**7.0 TRANSFER OF BID DOCUMENTS**

Transfer of bid documents purchased by one intending bidder to another is not permissible.

**8.0** SAI reserves the right to award the work to a single party or to split the work amongst two or more parties as deemed necessary without assigning any reason whatsoever.

**9.0 NO ESCALATION PAYMENT / PRICE VARIATION ADJUSTMENT**

The rates quoted by the contractor shall be firm and fixed for entire contract period as well as extended period for completion of works. All rates as per Scope of Work/ Bill of Quantities (BOQ) shall be firm & fixed for entire contract period as well as for extended period for completion of the project. No claim on account of any price variation / escalation on whatsoever ground shall be entertained at any stage of works.

**10.0** The rates and prices to be tendered in the bill of quantities/ scope of work are for completed and finished items of works and complete in all respects. It will be deemed to include all constructional plant, labour, supervision, materials, transport, all temporary works, erection, maintenance, contractor's profit and establishment / overheads, together with preparation of designs drawings pertaining to casting yard (if required). Staging from work, stacking yard, etc., all general risk, taxes, GST, royalty, duties, cess, octroi and other levies, insurance liabilities and obligations set out or implied in the tender documents and contract.

**11.0** The materials products used on the works shall be one of the approved makes/brands out of list of manufacturers / brands /makes given in the tender documents. The contractor shall submit samples /specimens out of approved makes of materials / products to the Engineer-In-Charge for prior approval. In exceptional circumstances Engineer-In-Charge may allow alternate equivalent makes / brands of products / materials at his sole discretion. The final choice of brand / make shall remain with the Engineer-In-Charge, whose decision in the matter shall be final and binding and nothing extra on this account shall be payable to the contractor.

Incase single brand / make are mentioned, other equivalent makes brands may be considered by the Engineer-In-Charge with prior approval. In case of variance in CPWD's specification from approved products makes specification, the specification of approved products make shall prevail for which nothing shall be paid extra to the contractor.

**12.0** Within 10 (Ten) days of issuance of Letter of Acceptance of Work, the Contractor shall submit a Time and Progress Chart (CPM/ PERT/ Quantified Bar Chart) along with monthly milestones and resources plan for man, material & machinery to achieve the milestones and get it approved by the Engineer-In-Charge. The chart shall be prepared in direct relation to the time stated in the contract documents for completion of item of the works. It shall indicate the forecast (milestones) of the dates of commencement and completion of various items, trades, sections of the work and may be amended as necessary by agreement between the Engineer-In-Charge and the Contractor within the limitations of time stipulated in the Contract documents, and further to ensure good progress during the execution of the work.

**13.0** The contractor if required shall demolish old structures on the proposed site properly. The useful material shall be the property of the Owner/ SAI and these materials shall be stacked in workmanship like at the place specified by the Engineer-In- Charge.

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

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

**15.0** The tenderer shall quote his rates inclusive of all taxes, GST, turnover tax/ sales tax on works and Labour Cess payable to Central/ State Government along with other taxes, duties, levies etc. in conjunction with other terms and conditions.

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

**17.0** In case of any sort of anomalies and/or typing error in the nomenclature, rates & description etc. of the items indicated in the Price Bid / BOQ of scheduled items must be read as per respective schedule such as DSR-latest

**18.0** The agency will start work after 10 days of receiving the Letter of Acceptance of Work from SAI through email or post.

**19.0** Contractor has to submit a Construction Program within 10 days of issue of Letter of Acceptance of Work. Contractor has to make provision for double shift, to complete the work in the stipulated time with lighting arrangement for night shift.

**20.0** Unless otherwise provided in the schedule of quantity, rates tendered by the contractor shall be all inclusive and shall apply to all heights, lifts, leads, & depths of the building and nothing extra shall be paid to him on this account.

**21.0** All drawings shall at all times be properly correlated before executing any work. However, in case of any discrepancy in the item given in the scope of work/ schedule of the quantities appended with the tender and architectural drawings relating to relevant item, the former shall prevail unless and otherwise given in writing by the Engineer-In-Charge.

**22.0** The contractor shall be required to produce samples of all building materials and fittings sufficiently in advance to obtain approval of the Engineer-In-Charge.

**23.0** The contractor shall comply with proper and legal orders and directions of the local

or public authority or municipality and abide by their rules and regulations and pay all fees and charges which he may be liable.

**24.0** The rate of all items in which use of cement is involved inclusive of all charges for curing.

**25.0 MODE OF PAYMENT**

**As per GCC mode of payment**, monthly **on account** bills will be generated by the contractor. The payment will be made as per actual work done by the contractor (Based on Measurement book records and the recommendation of Engineer in charge). Final Bill will be generated after the completion of the work (To be certified by the Engineer in charge)

The running account bills shall be submitted by the contractor for the work executed on the basis of such recorded measurements as per the format of the Department in triplicate on or before the date of every month fixed for the same by the Engineer-in-Charge.

The contractor shall not be paid any such interim payment if the gross work done together with net payment/ adjustment of advances for material collected, if any, since the last such payment is less than the amount specified', in which case the interim bill shall be prepared on the appointed date of the month after the requisite progress is achieved. However, to expedite the progress of work, Engineer-in-Charge, on the request of contractor, may make interim payment(s) even before the net payment limit. In such case(s) no interest / compensation shall be recoverable from contractor. Such payment by Engineer-in-Charge shall not be construed as waiver of limit specified for subsequent interim payment(s). Engineer-in-Charge shall arrange to have the bill verified In the event of the failure of the contractor to submit the bills, no claims whatsoever due to delays on payment including that of interest shall be payable to the contractor. Payment on account of amount admissible shall be made by the Engineer-in-Charge certifying the sum to which the contractor is considered entitled by way of interim payment at such rates as decided by the Engineer-in-Charge. An amount of ad-hoc payment not less than 75% of the net amount of the bill under check, shall be made within 10 working days of submission of the bill. The remaining payment is also to be made after final checking of the bill within 28 working days of submission of bill by the contractor. In case of delay in payment of intermediate bills after 30 days of submission of bill by the contractor, provided the bill submitted by the contractor found to be in order, a simple interest @ 5% (five percent) per annum shall be paid to the contractor from the date of expiry of prescribed time limit.

No Running Account Bill shall be paid for the work till the applicable labour licenses, registration with EPFO, ESIC and BOCW Welfare Board, whatever applicable are submitted by the contractor to the Engineer-in-Charge.

The final bill shall be submitted by the contractor in the same manner as specified in interim bills within three months of physical completion of the work or within one month of the date of the final certificate of completion furnished by the Engineer-in-Charge whichever is earlier.

No further claims shall be made by the contractor after submission of the final bill and these shall be deemed to have been waived and extinguished. Payments of those items of the bill in respect of which there is no dispute and of items in dispute, for quantities and rates as approved by Engineer-in-Charge, will, as far as possible be made within the period of three months the period being reckoned from the date of receipt of the bill by the Engineer-in Charge.

If the final bill is submitted by the contractor within the period specified above and delay in payment of final bills is made by the department after prescribed time limit, a simple interest @ 5 % (five percent) per annum shall be paid to the contractor from the date of expiry of prescribed time limit, provided the final bill submitted by the contractor is found to be in order.

**26.0** The rate quoted by the contractor shall be deemed to be inclusive of all taxes as per the laws applicable in the State/ Central Government

**27.0** The contractor shall obtain all the statutory clearance / permission / licenses on behalf of SAI from different Government and civic bodies for implementation of the project.

**28.0** The contractor shall submit to SAI monthly report indicating physical and financial progress by $5^{th}$ of every month.

**29.0** The contractor shall confirm that the activities proposed under the project shall conform to all Environmental Legislations, any judicial orders in force at the site of work including the Environment and Social Safeguard measures as per the NGRBA framework.

**30.0** The contractor shall obtain the required statutory approval on behalf / in the name of SAI (if applicable).

**31.0** It shall be responsibility of the contractor to submit the 3 sets of completion drawings, service drawings etc. to SAI after completion of work with the consultation of engaged architect by SAI.

**32.0** The contractor shall be responsible for obtaining connections of water, sewerage and electricity from the concerned authority to ensure their proper commissioning so that no defects in operation of connections exist, by carrying out necessary tests etc. SAI will render requisite assistance in making application etc.for the purpose.

**33.0** Operation and Maintenance (O&M) Manual shall be part of construction contracts and to be provided by the contractor wherever required

**34.0** The contractor shall not be at liberty to release any news, information, advertisement and propaganda etc., regarding this AGREEMENT to the Press or any other broadcasting media, except with the prior written APPROVAL from SAI.

**35.0** The contractor and their personnel shall not, either during the term or after expiration of the AGREEMENT, disclose any proprietary or confidential information relating to the network, AGREEMENT or Client's business or operations without the prior written consent of SAI.

**36.0** The contractor shall provide all information, news and pre-post work photos/video to SAI.

**37.0** During the performance of SERVICES hereunder, the contractor shall take out/carry/maintain insurance as "Builder All Risk Insurance"

## 14. SPECIFICATIONS

### GENERAL

The entire works shall be done as per CPWD specifications with up-to-date correction. However, in the event of any discrepancy in the description of any item as given in the Schedule of Quantities appended with the tender and the specifications relating to the relevant item as per CPWD specifications mentioned above the former shall prevail. If the specifications for any item are not available in the CPWD specifications cited above relevant IS specifications shall be followed. In case IS specifications are also not available, the decision of the Engineer-In-Charge given in written based on acceptable sound engineering practice and local usage shall be final and binding on the contractor.

1.0 The work shall be executed and measured as per metric dimensions given in the Schedule of Quantities, drawings etc. (FPS units wherever indicated are for guidance only).

2.0 The following modifications to the above specifications and some additional specifications shall however apply:

i) All stone aggregate and stone ballast shall be of hard stone variety to be obtained from approved queries at or any other source to be got approved by the Engineer-In-Charge.

ii) Sand to be used for cement concrete work, mortar for masonry and plaster work shall be of standard quality. Sand shall be obtained from any source to be got approved by the Engineer-In-Charge and screened as required. The same shall consist of hard silicious material. It shall be clean and if the sand brought to site is dirty it must be washed clean in water and should conform to Clause 3.1.5.1 of CPWD specifications 91-92 or latest edition for fine sand and Clause 3.1.5.4 of CPWD specification 91-92 for coarse sand except for grading purposes.

3.0 Wherever any reference to any Indian Standard specification occurs in the documents relating to this contract the same shall be inclusive of all amendments issued their to or revisions thereof if any up to the date of receipt of tenders.

4.0 The rates for different items of works shall be for all heights and depth, leads and lifts of the building except where otherwise specified in the items of work.

The work will be carried out in accordance with the architectural drawings and structural drawings, to be issued by the Engineer-In-Charge. The structural and architectural drawings shall have to be properly noticed between architectural and structural drawings, final decision in writing of the Engineer-In-Charge shall be obtained by the contractor. For items where so required sample shall be prepared before starting the particular items of work for prior approval of the Engineer-In-Charge and nothing extra shall be payable on this account.

5.0 Articles manufactured by reputed firms and approved by the Engineer-In-Charge shall only be used. Only articles classified as “First Quality” by the manufactures shall

be used unless otherwise specified. Preference shall be given to those articles which bear ISI certification marks. In case articles bearing ISI certification marks are not available the quality of samples brought by the contractor shall be judged by the standards laid down in the relevant CPWD specifications. For items not covered by CPWD specifications relevant IS standards shall apply.

6.0 The contractor shall give a performance test of installations as per specification before the work is finally accepted and nothing extra whatsoever shall be payable to contractor on this account.

7.0 The work shall be carried out in a manner complying in all aspects with the requirements of relevant bye-laws of the Municipal Committee/ SAI/ Development Authority/ Improvement Trust under the jurisdiction of which the work is to be executed or as directed by the Engineer-In-Charge and nothing extra shall be paid on this account.

8.0 Other agencies doing work of electrification, external service other building work, horticulture work etc. for this project will also simultaneously execute the works and the contractor shall afford necessary facilities for the same. The contractor shall leave such necessary holes, openings etc. for laying/buying in the work pipes, cables, conduits, clamps, boxes and hooks for an clamps etc. as may be required for the electric and sanitary work etc. and nothing extra over the agreement rates shall be paid for the same.

9.0 Unless otherwise specified in the scope of work/ schedule of quantities the rates for all items of the work shall be considered as inclusive of pumping out or balling out water if required for which no extra payment will be made. This will include water encountered from any source such as rains, floods, subsoil water table being high due to any other cause whatsoever.

10.0 Any cement slurry added over base surface or for continuation of concerning for better bond is added to have been in built in the item (unless otherwise/explicitly stated) and nothing extra shall be payable (or) extra cement considered with consumption on its account.

11.0 The rate for all items in which the use of cement is involved is inclusive of charges for curing.

12.0 The foundation trenches shall be kept free from water while all the works below ground level are in progress.

13.0 The fineness modulus of sand to be used in different works shall be as follows:

i) Coarse Sand Fineness Modulus as specified in the item like between 2.5 to 3.5 for plain concrete, RCC work, flooring work etc.

ii) Fine Sand Fineness modulus as specified in the item like between 1.2 to 1.6 for finishing coat of cement, plaster, skirting clade etc. The coarse sand to be used at site shall be of light golden colour.

## 14.0 BRICK WORKS

Bricks shall generally conform to specification for brick class 7.5. Brick shall not absorb water more than 20% of their own dry weight after 24 hours immersion in cold water. Both the faces of wall of thickness more than 23 cm shall be kept in the proper plane. Wall of half bricks thickness or less shall be measured separately and paid in sqm. Half brick thickness shall be taken as 115 mm. Brick wall beyond half brick thickness shall be measured in multiple of half brick (i.e. 115 mm) which shall be deemed to be inclusive of mortar joints. When a fraction of half brick occurs due to architectural reasons or otherwise as per the requirements of the Department the same shall be measured as half brick work provided such fraction exceeds 2 cm fraction upto 2 cm thickness shall be made up in mortar and paid for as per specified thickness under brick work. Bricks shall be obtained from the source to be approved by Engineer-In-Charge and shall be of best quality, well burnt, ground moulded bricks available in the locality.

## 15.0 RCC WORK

In respect of projected balconies, projected slabs at roof level and projected verandah the payment for the RCC work shall be made under the item of RCC slabs. The payment for centering and shuttering of such items shall similarly be paid under the item of centering and shuttering of RCC slab. Nothing extra shall be paid for the side shuttering at the edges of these projected balconies and projected verandahs. All the exposed edge shall however be finished as per specifications and nothing extra shall be paid for this.

In the item of RCC walls, railings and roofs etc. nothing extra shall be paid for making designs as per patterns given by Architects or for thickness of sections.

The rates for railing are inclusive of all the labour and the materials including of the item, portion of the railing which is embedded in the masonry or RCC shall not be included for measurements.

## 16.0 PRECAST RCC

The compaction of the concrete shall be done by vibrations, table or external vibrator as approved by Engineer-In-Charge. The rate quoted for the item shall include the element both for formwork and mechanical vibration.

The water will be tested with regard to its suitability for use in RCC work and nothing extra will be paid for on this account. The rate of item of reinforcement in RCC work includes all operations including straightening, cutting, bending, binding with ancaled wire and placing in position at all the floors weight all leads and lifts complete.

## 17.0 FLOORING

The rate of items of flooring is inclusive of providing sunk flooring in bath rooms, kitchen etc. and nothing extra on this account is admissible.

## 18.0 WATER SUPPLY & SANITARY INSTALLATIONS

Sanitary fittings, paints and other materials shall be obtained from one of the firms on the list of approved manufacturers of CPWD and shall bear ISI mark. The materials shall be tested as per provision in relevant IS codes. The contractor's rates for items involving the use of the above materials shall be deemed to cover the cost of samples.

The SCI pipe and G.I. pipe wherever necessary shall be fixed to RCC columns, beams etc. with raw plugs/fastners and nothing extra shall be paid for this.

G.I. pipes if stipulated for issue in the schedule of material can be issue in such sizes or its equivalent metric size as considered fit and the issue rate recoverable from the contractor will remain the same. The contractor will not be paid anything extra on this account and nothing will be deducted for using the size of G.I. pipes issued and the items will be paid as per agreement rate for the same item.

The contractor shall be responsible for the protection of the sanitary and water supply fittings and other fittings and fixtures against pilferage and breakage during the period of installation and there after until the building is handed over.

Water tanks, taps, pipes fittings and accessories should conform to bye-law and specification of the Municipal bodies SAI etc. The contractor should engage licenced plumbers for the work and got the material (fixtures fittings) tested by the municipal bodies/SAI authorities wherever required at his cost, the work shall be carried out according to the municipal bye-law.

## 19.0 VARIATION CONSUMPTION OF MATERIALS

The variation in consumption of material shall be governed as per CPWD specification and clauses of the contract to the extent applicable. The following specific clauses shall govern the variation in consumption of pie lead.

## 20.0 VARIATION IN CONSUMPTION OF PIG LEAD

20.1. The pig lead for caulking of joints of SCI pipes shall be issued as per theoretical consumption for SCI pipes of sizes 100mm, 75mm, 50mm, 0.98 kg at 0.88 kg and 0.77 kg per joint respectively. Over and above the theoretical quantities of lead as marked out, variation of 5% shall be allowed for wastage etc. Any difference between the actual consumption of pig lead and theoretical consumption worked out on the above basis/c the authorized variation shall be recovered at double the issue rate. Where the pig lead is arranged by the contractor, variation of 5% will be allowed. In case variation is on higher side 5% will be allowed. In case the variation is on lower side the quantity of pig lead used less shall be recovered from the contractor at market rate to be determined by Engineer-In-Charge whose decision in the matter will be final.

20.2. The theoretical quantity of cement to be utilized in item of concrete involving use of shingle aggregate and mixed by volume batching shall be computed on the basis of the co-efficient cement to be used in different items of the work provided in DSR 2023 reducing each of the co-efficient by 5% however where the concrete is mixed by weight batching no such reduction shall be made from the theoretical co- efficient given in DSR 2023 for concrete with crushed stone aggregate.

## 21.0 CONDITIONS

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

Royalty at the prevalent rates shall have to be paid by the contractor on the boulders, metal, shingle, sand and bajri etc. or any other material where royalty is payable collected by him for the execution of work direct to the revenue authority of the State Government concerned.

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

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

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

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

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

All material obtained from Govt. stores or other work shall be get checked from the Engineer-In-Charge or his representative on receipt of the same at site and before they are actually used.

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

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

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

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

Machine made shutters shall be got approved from the Engineer-In-Charge at factory site before carting the same to the site of work. The shutter damaged during the cartage shall not allow to be used in the work and shall be removed by the contractor at his own cost and no claim whatsoever shall be entertained in this regard.

## 22.0 CLARIFICATION REGARDING PLINTH LEVEL

The following works shall be treated as works relating to foundations:

a) For buildings, compound walls, plinth level (or) 1.2 meter (4 feet) above ground level whichever is lower excluding items of flooring and DPC but including base concrete below the floors.

b) For abutment, piers, retaining walls of culverts and bridges, wall of water reservoirs. The floor level or where floor is not determinate up to 1.2 metre above bed level.

c) For retaining walls where the floor level is not determinate up to 1.2 meters above average ground level or bed level.

d) For roads all items of excavation and filling including treatment sub base and soiling work.

e) For water supply lines, sewer lines, underground storm water drain and similar works, all items of work below ground level except items of pipe work and masonry work.

f) For open storm water drains all items of work.

23.0 **TESTING OF MATERIALS:**

a) The contractor shall produce all the materials in advance so that there is sufficient time for testing of the materials and clearance of the same before use in work.

b) Samples of various materials required for testing shall be provided free of charge by the contractor. Testing charges, if any, shall be borne by the contractor. All other expenditure required to be incurred for taking the samples, conveyance, packing etc. shall be borne by the contractor himself.

c) In case there is any discrepancy in frequency of testing as given in list of mandatory tests and that in individual sub-heads of work as per CPWD specifications 2019 (Vol. I & II) or latest edition the higher of the two frequencies of testing shall be followed and nothing extra shall be payable to the contractor on this account.

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

e) With a view to avoid controversy about quality of cement concrete as revealed in the test results of 7 days cubes falling short of the prescribed standard by over 10% and 20% and pending testing of balance 3 cubes for 28 days as final confirmatory acceptance test crushed samples of cement concrete from the failed 7 days cubes should be preserved in a sealed bag.

APPLICATION FOR EXTENSION OF TIME

(To be completed by the Contractor)

P A R T – I

**1.** Name of Contractor
**2.** Name of the work as given in the Agreement
**3.** Agreement No.
**4.** Estimated amount put to tender
**5.** Date of commencement work as per agreement
**6.** Period allowed for completion of work as per agreement
**7.** Date of completion stipulated as per agreement
**8.** Period for which extension of time has been given previously Extension granted

a) First extension vide Engineer-In-Charge letter No..... date Months Days
b) 2nd extension vide Engineer-In-Charge letter No..... date Months Days
c) 3rd extension vide Engineer-In-Charge letter No .....date Months Days
d) 4th extension vide Engineer-In-Charge letter No.....date Months Days

Total extension previously given

**9.** Reasons for which extension have been previously given (copies of the previous application should be attached)
**10.** Period for which extension is applied for :
**11.** Hindrances on account of which extension is applied for with dates on which hindrances occurred, and the period for which these are likely to last.

a) Serial No.
b) Nature of hindrance
c) Date of Occurrence
d) Period for which it is likely to last
e) Period for which extension required for this particular hindrance.
f) Over lapping period, if any, with reference to item
g) Net extension applied for
h) Remarks, if any

Total period for which extension is now applied for on account of hindrances mentioned above ……. Month/ days.

**12.** Extension of time required for extra work.
**13.** Details of extra work and on the amount involved:

a) Total value of extra work
b) Proportionate period of extension of time based on estimated amount put to tender on account of extra work.

**14.** Total extension of time required for 11 & 12

Submitted to the Engineer-In-Charge's office.

SIGNATURE OF CONTRACTOR DATE

APPLICATION FOR EXTENSION OF TIME

P A R T – II

1. Date of receipt of application from the Contractor in the Engineer-In-Charge's office.

2. Acknowledgement issued by Engineer-In-Charge vide his letter No. dated

3. Engineer-In-Charge remarks regarding hindrances mentioned by the Contractor.

   i) Serial No.

   ii) Nature of hindrance

   iii) Date of occurrence of hindrance

   iv) Period for which hindrance, is likely to last

   v) Extension of time period applied for by the contractor

   vi) Over lapping period, if any, giving reference to items which over lap

   vii) Net period for which extension is recommended.

   viii) Remarks as to why the hindrance occurred and justification for extension recommended.

4. Engineer-In-Charge recommendations.

(The present progress of the work should be stated and whether the work is likely to be completed by the date up to which extension has been applied for. If extension of time is not recommended, what compensation is proposed to be levied under the agreement?)

SIGNATURE OF ENGINEER-IN-CHARGE

Approval of Deputy Director

PROFORMA FOR EXTENSION OF TIME

P A R T – III

To,

NAME
ADDRESS OF THE CONTRACTOR

SUBJECT:

Dear Sir(s)

Reference your letter No._____dated_____, in connection with the grant of extension of time for completion of the work…..

The date of completion for the above mentioned work, is .....as stipulated
in the agreement, dated ……

Extension of time for completion of the above-mentioned work is granted up to_____, without prejudice to the right of SAI to recover compensation for delay in accordance with the provision made in the relevant Clause (s) of SAI agreement dated the_____/___/___. It is also clearly understood that SAI shall not consider any revision in contract price or any other compensation whatsoever due to grant of this extension.

Provided that notwithstanding the extension hereby granted, time is and shall still continue to be the essence of SAI agreement.

Yours faithfully,

FOR SAI

## LIST OF APPROVED MAKES

**Note:** The Contractor shall obtain prior approval from Engineer-In-Charge before placing order for any specific material or engaging any of specialized agencies. The contractor shall make a detail submittal with catalogues and highlighted proposed specifications as well as full details of the works executed by specialized agency as specified.

Wherever applicable the contractor may use approved makes of material/ items provided by CPWD/MoRTH/WA with prior approval from SAI/Engineer in Charges, provisions and guidelines issued thereof.

The contractor shall execute the whole and every part of the work in the most substantial and workmanlike manner both as regards materials and otherwise in every respect in strict accordance with the specifications. The contractor shall also conform exactly, fully and faithfully to the design, drawings and instructions in writing in respect of the work issued by the Engineer-in-Charge. Contractor shall be furnished free of charge one copy of the contract documents.

SAI shall approve or provide comments on the submitted approval request within fifteen (15) calendar days from the date of submission. In the event that SAI fails to approve or respond within the stipulated timeline, the delay shall be deemed excusable, and the contractor shall be entitled to an extension of time equivalent to the number of days exceeding the ten-day approval period.

Such extension shall not attract any penalties and shall be considered while assessing the overall project timeline. The contractor shall maintain records of submission and communication to support any claims for time extension due to delayed approvals.

**Payment Terms & Stages of Payment**

As per GCC mode of payment, Monthly on account bills will be generated by the contractor. The payment will be made as per actual work done by the contractor (Based on Measurement book records and the recommendation of Engineer in charge). Final Bill will be generated after the completion of the work (To be certified by the Engineer in charge)

The running account bills shall be submitted by the contractor for the work executed on the basis of such recorded measurements as per the format of the Department in triplicate on or before the date of every month fixed for the same by the Engineer-in-Charge.

The contractor shall not be paid any such interim payment if the gross work done together with net payment/ adjustment of advances for material collected, if any, since the last such payment is less than the amount specified', in which case the interim bill shall be prepared on the appointed date of the month after the requisite progress is achieved. However, to expedite the progress of work, Engineer-in-Charge, on the request of contractor, may make interim payment(s) even before the net payment limit.

In such case(s) no interest / compensation shall be recoverable from contractor. Such payment by Engineer-in-Charge shall not be construed as waiver of limit specified for subsequent interim payment(s). Engineer-in-Charge shall arrange to have the bill verified In the event of the failure of the contractor to submit the bills, no claims whatsoever due to delays on payment including that of interest shall be payable to the contractor. Payment on account of amount admissible shall be made by the Engineer-in-Charge certifying the sum to which the contractor is considered entitled by way of interim payment at such rates as decided by the Engineer-in-Charge. An amount of ad-hoc payment not less than 75% of the net amount of the bill under check, shall be made within 10 working days of submission of the bill. The remaining payment is also to be made after final checking of the bill within 28 working days of submission of bill by the contractor. In case of delay in payment of intermediate bills after 30 days of submission of bill by the contractor, provided the bill submitted by the contractor found to be in order, a simple interest @ 5% (five percent) per annum shall be paid to the contractor from the date of expiry of prescribed time limit.

No Running Account Bill shall be paid for the work till the applicable labour licenses, registration with EPFO, ESIC and BOCW Welfare Board, whatever applicable are submitted by the contractor to the Engineer-in-Charge.

The final bill shall be submitted by the contractor in the same manner as specified in interim bills within three months of physical completion of the work or within one month of the date of the final certificate of completion furnished by the Engineer-in-Charge whichever is earlier.

No further claims shall be made by the contractor after submission of the final bill and these shall be deemed to have been waived and extinguished. Payments of those items of the bill in respect of which there is no dispute and of items in dispute, for quantities and rates as approved by Engineer-in-Charge, will, as far as possible be made within the period of three months the period being reckoned from the date of receipt of the bill by the Engineer-in Charge.

If the final bill is submitted by the contractor within the period specified above and delay in payment of final bills is made by the department after prescribed time limit, a simple interest @ 5 % (five percent) per annum shall be paid to the contractor from the date of expiry of prescribed time limit, provided the final bill submitted by the contractor is found to be in order.

**ANNEXURE A**
**MEMORANDUM OF UNDERSTANDING**

1. M/s_____ (Paint Manufacturer) with office at _____ _____ M/s _____ (Applicator) with office at _____ and M/s _____ (Contractor) with office at

_____ _____do hereby enter into an agreement to execute the work of **Laying of Drip Irrigation along Jogging track, and Improvement of Sprinkler System at Football Practice Ground and Storm Water Distribution for Horticulture including Miscellaneous Works (Civil and Electrical) in JLN Stadium, New Delhi** for which contractor _____ shall enter into agreement with SAI for execution of item No. 1 to ___ of BOQ of above named work at the agreed terms of the said Department.
The parties intend that paint manufacturer, M/s _____ shall provide material and get above named work executed through their recommended applicator M/s _____ for the said work secured with SAI by the contractor M/s _____.

2. In consideration of painting above named work done by Contractor through applicators M/s _____ which has been suggested/recommended by paint manufacturer M/s _____, the contractor M/s _____ will pay to applicator M/s _____ the cost of work done at the agreed terms between the parties mentioned under para-1 and SAI.

Department shall not be involved with regard to mode of payment and terms of payment agreed between said parties.

1. Suggested applicator will start the work immediately after acceptance of contract between SAI and contractor M/s _____ and will complete the work within contract from the date of entering into agreement between SAI Department and the contractor. The parties agree that if the work is not completed by the end date Applicator M/s _____ shall credit contractor the sum of Rs. 1,00,000/- per day from the end date until the work is actually completed. The clause is applicable, if applicator is getting paid in time as per agreed terms between contractor and applicator.

4. Manufacturer - M/s _____ shall supply material to contractor M/s _____ for execution of work to be used on above named work based on estimate of the quantity of paint needed.
Suggested applicator M/s _____ shall provide all labour and other equipment needed to complete the work and anything else deemed necessary by the contractor M/s _____ to do a high-quality work.

5. Contractor M/s _____ is bound to deal with the said paint manufacturer – M/s _____ from which he has opted the MOU while tendering. No deviation in terms of violation of opted manufacturer, if any such conditions comes then the said agreement will lapse on immediate effect and he will be out of the SAI tender immediately.

6. Responsibilities of APPLICATOR.
(a) The APPLICATOR has to execute the work as per tender requirement.
(b) Sanding / Scraping to be done through True care wall sander and primer and Emulsion to be executed with Airless Graco Machine as suggested in the tender.

(c) Work to be completed within time line agreed with contractor.
(d) Applicator should be responsible for safety & insurance of his painters & Labours. He can't hold Contractor or Paint company or SAI for the same.
(e) Accident compensation – The total responsibility shall be that of the APPLICATOR and all expenses shall be borne by him. The CONTRACTOR and paint manufacturer shall not be responsible for any compensation whatsoever.

7. Responsibilities of the MANUFACTURER.

(a) The Manufacturer shall ensure that seven days' stock of material shall be made available to the APPLICATOR for each building/stadium being painted. This is subject to the timely payment of materials by the contractor.

(b) The Manufacturer will supply material directly from his own warehouse through a dedicated vehicle. Minimum volume of 500 kg has to be ordered by the contractor every time.

(c) Under no circumstances shall the MANUFACTURER be liable or cause to be made liable to the APPLICATOR or the CONTRACTOR with respect to any claim arising out of or in connection with this MOU under any contract, negligence, tort, strict liability or other legal or equitable theory for any special, indirect, consequential or exemplary damages (including but not limited to loss of revenue, or goodwill, or anticipated profits, or lost business).

(d) The manufacturer is responsible for rendering certificate for guarantee for use of required quantity of material as per specification and ensure proper workmanship through its applicator for each lot of building finished and payment claimed in RAR. Similarly, final guarantee certificate shall be issued at the time of completion of entire work of periodical services covered under the subject work and also stand guarantee for 05 (Five) years guarantee for the interior finishing works and exterior finishing works from the date of completion of work to the department through its applicator.

**8. Responsibility of Contractor:**

(a) The contractor has to produce challan/certification from the company that the paint material desired for the tender has been supplied directly by the manufacturer or through its authorised dealer (if permitted by the manufacturer). The same needs to be submitted for payment from SAI. The contractor cannot buy anything from outside.

(b) PO to be raised for paint material and payment to be made in advance to the authorised dealer as suggested by the manufacturer.

(c) Applicator to be paid on weekly basis by the contractor for the work completed by him.

(d) Contractor and its associates can bid only with one paint company MOU at a time. In case the contractor is found participating with more than one MOU, then he may be blocked from participating in future SAI tenders.

(e) Contractor has to ensure that the consumption to be adhered for particular item shall be as per manufacturer's norms. However, consumption parameter shall not be less than that specified in BOQ.

| a) Signature of the 1st Party (Contractor) | b) Signature of 2nd Party (Applicator) | c) Signature of 3rd Party (Paint Manufacturer) |
|---|---|---|

# Schedule of Quantity

| **Head 1: Water Supply (Through Maintenance of Storm Water distribution System and its Extention, Cleaning of Storm Water Tank & Cleaning of Sewer)** | | | | | |
|---|---|---|---|---|---|
| **1.1 Sub Head: - Water Supply (Through Maintenance of Storm Water distribution System and its Extention)** | | | | | |
| **S No** | Description | Quantity | Unit | Rate | Amount |
| 1 | Providing and fixing G.I. pipes complete with G.I. fittings including trenching and refilling etc.<br>External work | | | | |
| 1.1 | 20 mm dia nominal bore | 50.00 | m | ₹ 368.60 | ₹ 18,430.00 |
| 1.2 | 25 mm dia nominal bore metre | 150.00 | m | ₹ 467.75 | ₹ 70,162.50 |
| 1.3 | 32 mm dia nominal bore | 80.00 | m | ₹ 540.30 | ₹ 43,224.00 |
| 1.4 | 40 mm dia nominal bore | 20.00 | m | ₹ 617.05 | ₹ 12,341.00 |
| 1.5 | 50 mm dia nominal bore | 500.00 | m | ₹ 762.15 | ₹ 3,81,075.00 |
| 2 | Constructing masonry Chamber 60x60x75 cm inside, in brick work in cement mortar 1:4 (1 cement : 4 coarse sand) for sluice valve, with C.I. surface box 100 mm top diameter, 160 mm bottom diameter and 180 mm deep ( inside) with chained lid and RCC top slab 1:1.5:3 mix (1 cement : 1.5 coarse sand : 3 graded stone aggregate 20 mm nominal size), including necessary excavation, foundation concrete 1:5:10 (1 cement : 5 fine sand : 10 graded stone aggregate 40 mm nominal size) and inside plastering with cement mortar 1:3 (1 cement : 3 coarse sand) 12 mm thick, finished with a floating coat of neat cement complete as per standard design : | | | | |
| 2.1 | With common burnt clay F.P.S. (non modular) bricks of class designation 7.5 | 18.00 | no. | ₹ 10,862.40 | ₹ 1,95,523.20 |
| 3 | Providing and fixing G.I. Union in existing G.I. pipe line, cutting and threading the pipe and making long screws, including excavation, refilling the earth or cutting of wall and making good the same complete wherever required: | | | | |
| 3.1 | 20 mm nominal bore each | 10.00 | no. | ₹ 857.85 | ₹ 8,578.50 |
| 3.2 | 25 mm nominal bore each | 10.00 | no. | ₹ 950.35 | ₹ 9,503.50 |
| 3.3 | 32 mm nominal bore each | 10.00 | no. | ₹ 1,000.15 | ₹ 10,001.50 |
| 3.4 | 40 mm nominal bore each | 10.00 | no. | ₹ 1,142.40 | ₹ 11,424.00 |
| 3.5 | 50 mm nominal bore each | 15.00 | no. | ₹ 1,520.80 | ₹ 22,812.00 |

| | | | | | |
|---|---|---|---|---|---|
| 4 | Providing and fixing C.P. Brass extension nipple (size 15 mm x 50 mm) of approved make and quality as per direction of Engineer-in-charge. | 74.00 | no. | ₹ 74.80 | ₹ 5,535.20 |
| 5 | Demolishing cement concrete manually/ by mechanical means including disposal of material within 50 metres lead as per direction of Engineer - in - charge | | | | |
| 5.1 | Nominal concrete 1:4:8 or leaner mix (including equivalent design mix) | 30.00 | cum | ₹ 1,503.60 | ₹ 45,108.00 |
| 6 | Providing and laying in position ready mixed or site batched design mix cement concrete for plain cement concrete work; using coarse aggregate and fine aggregate derived from natural sources, Portland Pozzolana/ Ordinary Portland /Portland Slag cement, admixtures in recommended proportions as per IS: 9103 to accelerate / retard setting of concrete, to improve durability and workability without impairing strength; including pumping of concrete to site of laying, curing, carriage for all leads; but excluding the cost of centering, shuttering and finishing as per direction of the engineer-in-charge; for the following grades of concrete. Note: Extra cement up to 10% of the minimum specified cement content in design mix shall be payable separately. In case the cement content in design mix is more than 110% of the minimum specified cement content, the contractor shall have discretion to either re-design the mix or bear the cost of extra cement. | | | | |
| 6.1 | Concrete of M20 grade with minimum cement content of 270 kg /cum | 32.00 | cum | ₹ 9,212.60 | ₹ 2,94,803.20 |
| | Total DSR item in A | | | | ₹ 11,28,521.60 |
| | GST Correction Factor @0.973 | | | | ₹ 10,98,051.52 |
| | Add Cost Index @3% | | | | ₹ 32,941.55 |
| | Sum of DSR Item in A | | | | ₹ 11,30,993.06 |
| | Non-Schedule Items | | | | |
| 7 | Gate Valve CPVC | | | | |
| 7.1 | 20 mm Dia | 15.00 | no. | ₹ 179.06 | ₹ 2,685.90 |
| 7.2 | 25mm Dia | 10.00 | no. | ₹ 358.11 | ₹ 3,581.10 |
| 7.3 | 50mm Dia | 10.00 | no. | ₹ 1,193.70 | ₹ 11,937.00 |
| 8 | Elbow CPVC | | | | |
| 8.1 | 20mm/20mm | 30.00 | no. | ₹ 716.22 | ₹ 21,486.60 |
| 8.2 | 50mm/20mm | 10.00 | no. | ₹ 2,984.25 | ₹ 29,842.50 |
| 8.3 | 25mm/25mm | 10.00 | no. | ₹ 537.17 | ₹ 5,371.70 |

| | | | | | |
|---|---|---|---|---|---|
| 8.4 | 40mm/40mm | 10.00 | no. | ₹ 596.85 | ₹ 5,968.50 |
| 9 | Socket CPVC | | | | |
| 9.1 | 50mm Dia | 10.00 | no. | ₹ 238.74 | ₹ 2,387.40 |
| 10 | Tee CPVC | | | | |
| 10.1 | 40mm/20mm | 10.00 | no. | ₹ 250.68 | ₹ 2,506.80 |
| 10.2 | 25mm/25mm | 10.00 | no. | ₹ 83.56 | ₹ 835.60 |
| 10.3 | 32mm/32mm | 10.00 | no. | ₹ 143.24 | ₹ 1,432.40 |
| 10.4 | 40mm/40mm | 10.00 | no. | ₹ 155.18 | ₹ 1,551.80 |
| 11 | Union CPVC | | | | |
| 11.1 | 32mm Dia | 10.00 | no. | ₹ 238.74 | ₹ 2,387.40 |
| 12 | Reducer CPVC | | | | |
| 12.1 | 40mm/50mm | 10.00 | no. | ₹ 179.06 | ₹ 1,790.60 |
| 12.2 | 40mm/25mm CPVC Plain Bush | 10.00 | no. | ₹ 119.37 | ₹ 1,193.70 |
| 13 | Male Threade Tee CPVC Plain & Brass Threaded | | | | |
| 13.1 | 20mm/20mm | 20.00 | no. | ₹ 238.74 | ₹ 4,774.80 |
| 13.2 | 25mm/20mm | 10.00 | no. | ₹ 358.11 | ₹ 3,581.10 |
| 14 | Hex Nipple GI | | | | |
| 14.1 | 50mm | 10.00 | no. | ₹ 143.24 | ₹ 1,432.40 |
| 14.2 | 40mm | 10.00 | no. | ₹ 131.31 | ₹ 1,313.10 |
| 14.3 | 32mm | 10.00 | no. | ₹ 95.50 | ₹ 955.00 |
| 14.4 | 25mm | 10.00 | no. | ₹ 71.62 | ₹ 716.20 |
| 15 | Plug 40mm GI | 10.00 | no. | ₹ 95.50 | ₹ 955.00 |
| 16 | Providing and fixing Brass gate valve | | | | |
| 16.1 | 25 mm nominal bore each | 10.00 | no. | ₹ 954.96 | ₹ 9,549.60 |
| 16.2 | 20 mm nominal bore each | 30.00 | no. | ₹ 656.54 | ₹ 19,696.20 |
| 16.3 | 40 mm nominal bore each | 10.00 | no. | ₹ 1,790.55 | ₹ 17,905.50 |
| 16.4 | 50 mm nominal bore each | 25.00 | no. | ₹ 3,342.36 | ₹ 83,559.00 |
| 16.5 | 65 mm nominal bore each | 8.00 | no. | ₹ 4,200.00 | ₹ 33,600.00 |
| 17 | Providing and fixing Brass NRV | | | | |
| 17.1 | 25 mm nominal bore | | | | |
| 17.1.1 | Horizontal | 10.00 | no. | ₹ 895.28 | ₹ 8,952.80 |
| 17.2 | 50 mm nominal bore | | | | |
| 17.2.1 | Horizontal | 15.00 | no. | ₹ 3,342.36 | ₹ 50,135.40 |
| | **Sum of Non DSR Item In A** | | | | **₹ 3,32,085.10** |
| | **Grand Total (Sum of A+B)** | | | **Total** | **₹ 14,63,078.16** |

| **Head 2: New Water Supply For Horticulture at Jogging Track & Football ground Jogging Track** | | | | | |
|---|---|---|---|---|---|
| **S No** | **Description** | **Quantity** | **Unit** | **Rate** | **Amount** |
| 1 | Providing and fixing Chlorinated Polyvinyl Chloride (CPVC) pipes, having thermal stability for hot & cold-water supply including all CPVC plain & brass threaded fittings This includes | | | | |

| | | | | | |
|---|---|---|---|---|---|
| | jointing of pipes & fittings with one step CPVC solvent cement, trenching, refilling & testing of joints complete as per direction of Engineer in Charge.External work | | | | |
| 1.1 | 20 mm nominal dia Pipes | 75.00 | m | ₹ 274.30 | ₹ 20,572.50 |
| 1.2 | 40 mm nominal dia Pipes | 1000.00 | m | ₹ 563.05 | ₹ 5,63,050.00 |
| 1.3 | 50 mm nominal dia Pipes | 40.00 | m | ₹ 794.25 | ₹ 31,770.00 |
| 1.4 | Supplying and spreading of sand in Lawn area, including watering, mixing and dressing complete. | 400.00 | Cum | ₹ 2,088.90 | ₹ 8,35,560.00 |
| | Total DSR Items in A | | | | ₹ 14,50,952.50 |
| | GST Correction Factor @0.973 | | | | ₹ 14,11,776.78 |
| | Add Cost Index @3% | | | | ₹ 42,353.30 |
| | Sum ofn DSR Items in (A) | | | | ₹ 14,54,130.09 |
| | Non DSR Items | | | | |
| 2 | Gate Valve CPVC | | | | |
| 2.1 | 20mm Dia | 25.00 | no. | ₹ 179.06 | ₹ 4,476.50 |
| 2.2 | 40mm Dia | 10.00 | no. | ₹ 656.54 | ₹ 6,565.40 |
| 3 | Tee CPVC | | | | |
| 3.1 | 40mm/20mm | 25.00 | no. | ₹ 250.68 | ₹ 6,267.00 |
| 4 | Drip and Accessories around Jogging Track | | | | |
| 4.1 | Excavating, Laying, Jointing & Commissioning PVC pipes from 40mm OD including fitting. Trench size minimum 600mm deep for submain line, backfilling with compaction & removing excess soil upto 50m lead from site. Include installation and commissioning of all irrigation hardwares like PVC Pipe 40mm, Valves, Filter Unit, ARV, PRV Pressure Guage, Flush Valve & Inline brown color Polytube with dual-layer black from Inside and brown from outside with 16mm dia. , 0.30 meter spacing of dripper, 2Lph discharge with pressure rating 0.8 to 6 bar, wall thickness 1.1mm With All Necessory fittings Like Take off , Gromet , connector, tees, elbows, end caps & Lateral Stake etc. as Excavating, Laying, Jointing & Commissioning PVC pipes from 40mm OD including fitting. Trench size minimum 600mm deep for submain line, backfilling with compaction & removing excess soil upto 50m lead from site. Include installation and commissioning of all irrigation hardwares like PVC Pipe 40mm, Valves, Filter Unit, ARV, PRV Pressure | 900.00 | m | ₹ 250.00 | ₹ 2,25,000.00 |

| | | | | | |
|---|---|---|---|---|---|
| | Guage, Flush Valve & Inline brown color Polytube with dual-layer black from Inside and brown from foutside with 16mm dia. , 0.30-centimeter meter spacing of dripper, 2Lph discharge with pressure rating 0.8 to 6 bar, wall thickness 1.1mm With All Necessory fittings Like Take off , Gromet , connector, tees, elbows, end caps & Lateral Stake etc. as required. Complete as per drawing, specifications, instruction & directions of the engineer-in -charge. | | | | |
| 5 | Automation Unit | | | | |
| 5.1 | SITC of Irrigation controller with Electric Control Valve which shall be normally closed 11VDC 50/60 cycle solenoid actuated globe/angle pattern design with Bluetooth battery operated single Valve Controller having a DC Latching Solenoid in a plastic adopter that hand-screws onto solenoid valve, one programming Knob to access all the liinction, 7 run times, standby liinction which prevents an unncessary irrigation during raining weather, resin - encased electronic components, silicone filled cavities, & waterproof battery compartment allow operation even in flooded valve boxes, removable programming knob to prevent tempering with all accessories like wire, dvr connectors, battery etc. | 1.00 | no. | ₹ 65,000.00 | ₹ 65,000.00 |
| | 2.2 Sub head - Football Ground Sprinkler System | | | | |
| 6 | Supply, Installation, Testing & Commissioning of Pipe line PVC Pipe conforming to IS:4985:2000 with all fittings and accessories, e.g. couplings, tees, bends, reducers, end plugs etc., jointing by solvent cement method as per manufacturers recommendations all complete including excavation in all kind of soil and back filling. Excavation depth of main line 600mm & section line 450mm. | | | | |
| | UPVC Pipe - Supreme / Finolex | | | | |
| 6.1 | PVC Pipe 63mm 10KG | 270.00 | m | ₹ 1,538.00 | ₹ 4,15,260.00 |
| 6.2 | PVC Pipe 50mm 10KG | 170.00 | m | ₹ 1,060.00 | ₹ 1,80,200.00 |
| 6.3 | Conduit Pipe 2mm wall thickness OD 3/4" | 400.00 | m | ₹ 85.00 | ₹ 34,000.00 |
| 7 | Sprinklers and Accessories | | | | |

| | | | | | |
|---|---|---|---|---|---|
| 7.1 | SITC of The sprinkler shall be of the gear-driven, rotary type, capable of covering a 43 - 77 foot (13 - 23.5 m) radius at 40 - 90 PSI (2.8 - 6.2 bar) with a precipitation rate of 0.48 - 1.3 inches per hour. The sprinkler shall be available in a high speed (14053) or low speed (14003) rotation. Each sprinkler shall be available with six (6) color-coded nozzles with a trajectory of 26° discharging from 5.1– 32.5 GPM (19.3-123.1 l/m) which incorporates three (3) discharge ports per individual nozzle. | 24.00 | no. | ₹ 5,135.00 | ₹ 1,23,240.00 |
| 7.2 | SITC of Swing Joint 1". Its Flexible Swing Arm And Joints allow easy adjustment of head to grade. It Reduce Potential for leaks with flexible Parts that wont break or crack under stress like rigid fittings. It has Operating Pressure upto 6kg/cm² and Surge Pressure upto 10kg/cm² and having temperature upto 60°C. It has maximum flow 1800 litre per hour. | 24.00 | no. | ₹ 1,040.00 | ₹ 24,960.00 |
| 7.3 | SITC of PP Service Saddle- (50mm - 63mm) X 1" | 24.00 | no. | ₹ 177.00 | ₹ 4,248.00 |
| 7.4 | SITC of 1" Brass Quick coupling valve | 10.00 | no. | ₹ 2,340.00 | ₹ 23,400.00 |
| 7.5 | SITC of 1" Brass Quick coupling key | 5.00 | no. | ₹ 1,560.00 | ₹ 7,800.00 |
| 7.6 | SITC of Brass Swivel Hose Elbow 3/4" * 3/4" | 5.00 | no. | ₹ 1,560.00 | ₹ 7,800.00 |
| 7.7 | SITC of Valve box 7" Rectangular Valve Box with cover. The valveboxes shall be high strength, high density polyethylene constructed material. It should be UV stabilizer with anti-oxidants, resistant to moisture. - | 10.00 | no. | ₹ 507.00 | ₹ 5,070.00 |
| 7.8 | SITC of PP Service Saddle 75mm X 1" | 10.00 | no. | ₹ 286.00 | ₹ 2,860.00 |
| 8 | Valves and Filtration Unit | | | | |
| 8.1 | SITC of Main Line Isolation Ball Valve 75mm | 3.00 | no. | ₹ 1,274.00 | ₹ 3,822.00 |
| 8.2 | SITC of PVC double Union Ball Valve,security pivot to maintain lever in space,double water tight joint,direct injection stem,Stem O-Ring, non mechancal, ball Seals with backing seals and with a base which permits maximum penetration into the valve of size 63mm. with pressure rating PN 16 | 6.00 | no. | ₹ 1,274.00 | ₹ 7,644.00 |
| 8.3 | SITC of Valve box 12" rectangluar Valve Box with cover. The valveboxes shall be high strength, high density polyethylene constructed material. It should be UV stabilizer with anti-oxidants, resistant to moisture. | 9.00 | no. | ₹ 3,120.00 | ₹ 28,080.00 |

| | | | | | |
|---|---|---|---|---|---|
| 8.4 | SITC of Disc Filter 2" (25 m³/hr)With the excellent disc technology T type disc filter have micron - precise, high efficiency and large volume filteration advantage. The well-designed diagonally grooved structured provide | 1.00 | no. | ₹ 7,280.00 | ₹ 7,280.00 |
| 8.5 | SITC of back mounted Connection Pressure Gauze (glycerin filled)- | 2.00 | no. | ₹ 975.00 | ₹ 1,950.00 |
| 8.6 | SITC of a double acting Continuous Air release valve 2". The Continuous Air release valve shall be capable of both releasing and admitting air from and into the line during system operation. | 2.00 | no. | ₹ 3,640.00 | ₹ 7,280.00 |
| 8.7 | SITC of Pressure Relief valve 2" with bypass outlet. | 1.00 | no. | ₹ 3,380.00 | ₹ 3,380.00 |
| 9 | Pumping Unit | | | | |
| 9.1 | SITC of Openwell Booster Pump 25HP. | 1.00 | no. | ₹ 89,500.00 | ₹ 89,500.00 |
| 9.2 | SITC of UPVC / ASTM fittings for pump Suction (2"), Delivery Header Pipe(2") | 1.00 | no. | ₹ 27,300.00 | ₹ 27,300.00 |
| 9.3 | SITC of Brass Non Return Valve 2.5". | 1.00 | no. | ₹ 8,450.00 | ₹ 8,450.00 |
| 10 | Automation Unit | | | | |
| 10.1 | SITC of 2" Solenoid Valve. The valve shall be a normally closed, electronically actuated, diaphragm-operated, remote control zone valve. The valve shall be capable of operating between 20 and 150 PSI (0.7 bars 10.3 bars) with a flow range of between 5 and 120 GPM (19 L/M and 454 L/M). The valve body shall be constructed of heavy duty, corrosion and UV Resistant PVC, rated to 150 PSI (10.3 bars). | 6.00 | no. | ₹ 8,450.00 | ₹ 50,700.00 |
| 10.2 | SITC of The Pro-LC having 12 Station is an affordable, conventional controller with many of the features of the reliable and robust Pro Ex 2.0 controller .Available in fixed 4, 8 or 12 stations, and as indooror outdoor models, these compact controllers offer an array of user-friendly features including easy to follow programming; a full program screen display listing watering days, number of start times, numberof stations and special programming; large LCD display; rain/freeze sensor compatibility; seasonaladjust for water conservation; a buried valve locator for easy maintenance and more. K-Rain (USA) | 1.00 | no. | ₹ 22,620.00 | ₹ 22,620.00 |
| 10.3 | SITC of 18 AWG Double insulated Single Core Copper Conductor White Cable . | 400.00 | m | ₹ 45.00 | ₹ 18,000.00 |

| | | | | | |
|---|---|---|---|---|---|
| 10.4 | SITC of 18 AWG Double Insulated Single Core Copper Conductor Red Cable. | 1400.00 | m | ₹ 45.00 | ₹ 63,000.00 |
| 10.5 | SITC of DBR Connectors. It shall be pre filled, low voltage, dry splice, Direct Bury, water proof wire connector that protect electrical connection from corrosion and moisture. Each splice Kit contains Two wire nuts, water proof, Gel- filled housing and 1 dual splice organizer . | 20.00 | no. | ₹ 350.00 | ₹ 7,000.00 |
| 10.6 | SITC of Rain Sensor. | 1.00 | no. | ₹ 4,940.00 | ₹ 4,940.00 |
| 10.8 | Supplying and laying of bermuda grass including spreading, ramming/compaction using the specified heavy wieght rollar, watering and dressing complete as per the direction of Engineer-In-Charge. | 7200.00 | Sqm | ₹ 252.40 | ₹ 18,17,280.00 |
| | **Total of Non DSR (B)** | | | | **₹ 33,04,372.90** |
| | **Grand Total of DSR and Non DSR Items (Sum of A+B)** | | | | **₹ 47,58,502.99** |

**Head 3: E&M Work (N.S Items)**

| S No. | Description | Quantity | Unit | Rate | Amount |
|---|---|---|---|---|---|
| 1 | Supplying, Installation, Testing and Commissioning of three phase openwell ISI Marked submersible pump set of 7.5 H.P. capacity suitable for operation on 415V(+-10%), 3- phase AC supply compatible for operations on dynamic variable frequency / speed having IP 68 Protection including providing required no's of heavy duty M.S clamps made of flat iron and suitable size top cover made of suitable thick MS sheet as required. and making of flexible IP68 cable connections including removal of old pump etc. complete as required. | 4.00 | no. | ₹ 56,470.00 | ₹ 2,25,880.00 |
| 2 | Supplying, Installation, Testing and Commissioning of three phase open well ISI Marked submersible pumpset of 1.5H.P. capacity suitable for operation on 415V(+-10%), 3- phase AC supply compatible for operations on dynamic variable frequency / speed having IP 68 Protection including providing required no's of heavy duty M.S clamps made of flat iron and suitable size top cover made of suitable thick MS sheet as required. and making of flexible IP68 cable connections etc. complete of suitable head and discharge including removal of old pump etc. complete as required. | 2.00 | no. | ₹ 28,535.00 | ₹ 57,070.00 |

| | | | | | |
|---|---|---|---|---|---|
| 3 | Supplying, Installation, Testing and Commissioning of three phase openwell ISI Marked submersible pump set of 10 H.P. capacity suitable for operation on 415V(+-10%), 3- phase AC supply compatible for operations on dynamic variable frequency / speed having IP 68 Protection including providing required no's of heavy duty M.S clamps made of flat iron and suitable size top cover made of suitable thick MS sheet as required. and making of flexible IP68 cable connections including removal of old pump etc. complete as required. | 1.00 | no. | ₹ 64,785.00 | ₹ 64,785.00 |
| 4 | Supplying, Installation, Testing and Commissioning of three phase openwell ISI Marked submersible pump set of 5.5 H.P. capacity suitable for operation on 415V(+-10%), 3- phase AC supply compatible for operations on dynamic variable frequency / speed having IP 68 Protection including providing required no's of heavy duty M.S clamps made of flat iron and suitable size top cover made of suitable thick MS sheet as required. and making of flexible IP68 cable connections including removal of old pump etc. complete as required. | 3 | no. | ₹ 50,500.00 | ₹ 1,51,500.00 |
| 5 | Welder flange 50mm | 10.00 | no. | ₹ 720.00 | ₹ 7,200.00 |
| | **Sum of Head 3 E&M (NS Items)** | | | **Total** | **₹ 5,06,435.00** |
| | **Head 4: Laying of New Paver Block and Horticulture** | | | | |
| **S No.** | **Description** | **Quantity** | **Unit** | **Rate** | **Amount** |
| 1 | Surface dressing of the ground including removing vegetation and in equalities not exceeding 15 cm deep and disposal of rubbish, lead up to 50 m and lift up to 1.5 m. | | | | |
| 2 | All kinds of soil | 2200.00 | sqm | ₹ 34.15 | ₹ 75,130.00 |
| 3 | Taking out existing CC interlocking paver blocks from footpath/ central verge, including removal of rubbish etc., disposal ofunserviceable material to the dumping ground, for which payment shall be made separately and stacking of serviceable material within 50 metre lead as per direction of Engineer-in-Charge. | 100.00 | sqm | ₹ 131.75 | ₹ 13,175.00 |
| 4 | Providing and laying 60 mm thick faciory made cement concrete interlocking paver block of M -30 grade made by block making machine with strong vibratory compaction, of approved size, design & shape, laid in required colour and pattern over and including 50 mm | 85.00 | sqm | ₹ 972.00 | ₹ 82,620.00 |

| | | | | | |
|---|---|---|---|---|---|
| | thick compacted bed of coarse sand, filling the joints with line sand etc. all complete as per the direction of Engineer-in-charge. | | | | |
| 5 | Providing and laying at or near ground level factory made kerb stone of M-25 grade cement concrete in position to the required line, level and curvature, jointed with cement mortar 1:3 (1 cement: 3 coarse sand),including making joints with or without grooves (thickness of joints except at sharp curve shall not to more than 5 mm), including making drainage opening wherever required complete etc. as per direction of Engineer in-charge (length of finished kerb edging shall be measured to calculate volume for payment). (Precast C.C. kerb stone shall be approved by Engineer-in-charge). | 32.00 | cum | ₹ 10,117.60 | ₹ 3,23,763.20 |
| 6 | Providing and laying cement concrete in kerbs, steps and the like at or near ground level excluding the cost of centering, shuttering and finishing. | | | | |
| 7 | 1:1½:3 (1 Cement: 1½ coarse sand(zone-III) derived from natural sources: 3 graded stone aggregate 20 mm nominal size derived from natural sources) | 15.00 | cum | ₹ 8,340.85 | ₹ 1,25,112.75 |
| 8 | Cleaning of chocked sewer line by diesel running vehicle mounting hydraulic operated high pressure suction cum jetting sewer cleaning machine fitted with pump having 4000 litres suction capacity and 6000 litres water jetting tank capacity including skilled operator, supervising engineer etc. for cleaning and partial desilting of manholes and dechocking of sewer lines. Dechocking and flushing of sewer line from one manhole to another by high pressure jetting system of 2200 PSI for sewer line from 150 mm dia upto 300 mm | 450.00 | m | ₹ 340.75 | ₹ 1,53,337.50 |
| 9 | Cleaning and desilting of gully trap chamber, including removal of rubbish mixed with earth etc. and disposal of same, all as per the direction of Engineer-in-charge. | 300.00 | Each | ₹ 108.30 | ₹ 32,490.00 |

| | | | | | |
|---|---|---|---|---|---|
| 10 | Providing and placing in position 100 mm thick factory made machine batched & machine mixed Precast RCC Rectangular Covers on drains of footpath of various sizes, of M-25 grade cement concrete for RCC work, including cost of centering, shuttering, reinforcement of 8 mm dia TMT bars of Fe 500 grade @ maximum 100 mm c/c on both ways, neat cement punning on finished surface, properly encased on all edges with 1.6 mm thick, 100 mm wide MS sheet duly painted over priming coat, reinforcement to be welded at edges with MS sheet and providing 2 Nos. 12 mm dia bar for hooks etc including cost of cartage, all leads & lift, handling at site etc.all complete as per direction of Engineer-in-Charge. | 120.00 | sqm | ₹ 3,081.95 | ₹ 3,69,834.00 |
| 11 | Providing and fixing in position pre-cast R.C.C. manhole cover and frame of required shape and approved quality | | | | |
| 12 | H D - 20 Circular shape 560 mm internal diameter | 30.00 | each | ₹ 1,675.70 | ₹ 50,271.00 |
| 13 | Cleaning of underground sump, including disposal of slit and rubbish, all as per direction of Engineer-in-Charge. The cleaning shall consist following operations:-<br>(i)Tank shall be emptied of water by pumping & bottom shall be cleaned of silt and other deposits.<br>(ii) Entire surface area of the sump shall then scrubbed thoroughly with wire brush etc. and pressure washed with water.<br>(iii) Chlorination of RCC internal surface by liquid chlorine.<br>(iv) The treated surface shall be dried using air jetting and all loose particles shall be removal from the surface.<br>(v) Carrying out minor patch repairs wherever required.Cleaning of the inlet and outlet pipelines, including chambers along the flow path.as per direction of Engineer-in-Charge. | 6000.00 | sqm | ₹ 84.50 | ₹ 5,07,000.00 |
| 14 | Cleaning and desilting of gully trap chamber, including removal of rubbish mixed with earth etc. and disposal of same, all as per the direction of Engineer-in-charge. | 300.00 | Each | ₹ 108.30 | ₹ 32,490.00 |

| | | | | | |
|---|---|---|---|---|---|
| 15 | Providing and placing in position 100 mm thick factory made machine batched & machine mixed Precast RCC Rectangular Covers on drains of footpath of various sizes, of M-25 grade cement concrete for RCC work, including cost of centering, shuttering, reinforcement of 8 mm dia TMT bars of Fe 500 grade @ maximum 100 mm c/c on both ways, neat cement punning on finished surface, properly encased on all edges with 1.6 mm thick, 100 mm wide MS sheet duly painted over priming coat, reinforcement to be welded at edges with MS sheet and providing 2 Nos. 12 mm dia bar for hooks etc including cost of cartage, all leads & lift, handling at site etc.all complete as per direction of Engineer-in-Charge. | 120.00 | sqm | ₹ 3,081.95 | ₹ 3,69,834.00 |
| 16 | Supplying and stacking at site | | | | |
| 17 | Good earth | 100.00 | cum | ₹ 775.50 | ₹ 77,550.00 |
| 18 | Un-skilled labour | 120.00 | per day | ₹ 805.00 | ₹ 96,600.00 |
| 19 | Sewermen | 40.00 | Day | ₹ 736.00 | ₹ 29,440.00 |
| 20 | Beldar | 40.00 | Day | ₹ 736.00 | ₹ 29,440.00 |
| 21 | Hire and running charges of tipper | 5.00 | day | ₹ 4,200.00 | ₹ 21,000.00 |
| 22 | Hire and running charges of loader | 5.00 | day | ₹ 6,700.00 | ₹ 33,500.00 |
| | **Total** | | | | **₹ 24,22,587.45** |
| | GST Correction Factor @0.973 | | | | ₹ 23,57,177.59 |
| | Add Cost Index @3% | | | | ₹ 70,715.33 |
| | **Sum of Head 4 Laying of New Paver Block and Horticulture** | | | | **₹ 24,27,892.92** |

**Name of work: - Laying of Drip Irrigation along Jogging track, and Improvement of Sprinkler System at Football Practice Ground and Storm Water Distribution for Horticulture including Miscellaneous Works (Civil and Electrical) in JLN Stadium, New Delhi.**

| S No. | DESCRIPTION | Estimated Cost |
|---|---|---|
| 1 | Head 1: Water Supply (Through Maintenance of Storm Water distribution System and its Extension, Cleaning of Storm Water Tank & Cleaning of Sewer) | **₹ 14,63,078.16** |
| 2 | Head 2: New Water Supply for Horticulture at Jogging Track & Football ground | **₹ 47,58,502.99** |
| 3 | Head 3: E&M Work (N.S Items) | **₹ 5,06,435.00** |
| 4 | Head 4: Miscellaneous Works | **₹ 24,27,892.92** |
| | **Estimated Cost Put to Tender** | **₹ 91,55,909.00** |
| | **Quoted Percentage** | **Below_____ Above_____** |
| | **Tender Amount** | **Rs.** |

Digitally signed by DILIP KUMAR SINGH
Date: 2026.10.26 15:21:54 IST
Location: eProcure-EPROC