



Tender No. SAI/NRC/ADMIN/WATERPROOFING/NIT-150524/2024-25

SPORTS AUTHORITY OF INDIA

E- TENDER DOCUMENT

**WATERPROOFING OF ROOF AND REPAIRING OF EXPENSION JOINTS
OF ADMINSTRATIVE BLOCK AT SAI NORTHERN REGIONAL CENTRE,
JOSHI CHAUHAN, G.T. ROAD, BHALGARH, SONEPAT- 131021**

Last date of Submission : - 08 /06/2024

ISSUED BY

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

Email-saisonepat@gmail.com

TABLE OF CONTENTS

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

NOTICE INVITING e-TENDER

Tender No. SAI/NRC/ADMIN/WATERPROOFING/NIT-150524/2024-25

Name of the work: - Waterproofing of roof and repairing of expansion joints (roof joints, wall joints, floor joints) at Administrative block SAI NRC Sonapat.

Interested Firm / Individuals satisfying the Prequalification Criteria as mentioned in Technical Bid should apply in the formats available at SAI website- www.sportsauthorityofindia.nic.in & CPP Portal of Govt. of India <http://eprocure.gov.in/eprocure/app>. up to **1800hrs** on **08/06/2024**.

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

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

CRITICAL DATA SHEET

| | |
|--|--|
| Tender document number | SAI/NRC/ADMIN/WATERPROOFING/NIT-150524/2024-25 |
| Estimated Cost of Work (Rs.) | Rs. 22,38,310.00 (Rupees Twenty two Lakh thirty eight thousand three hundred ten only) |
| Completion Time | 45 Days |
| Earnest Money | Rs. 45,000.00 (in the shape of Demand Draft favouring Executive Director SAI, NRC, Sonapat) |
| Publish Date | 17.05.2024 |
| NIT Download | 18.05.2024 |
| Submission Start Date | 18.05.2024 |
| Prebid meeting date & time | 27.05.2024 at 3:00 PM |
| Bid Submission at | http://eprocure.gov.in/eprocure/app . |
| Proposal / Bid Submission End Date and Time | 08.06.2024 By 18:00 hrs |
| Technical Bid Opening Date and Time | 10.06.2024 at 10:30 hrs |
| Address for submission of EMD & venue for opening of bids. | Administrative Office, SAI, Northern Regional Centre, Joshi Chauhan, GT Road, Bhargarh, Sonapat-131021 |
| Contact detail | Phone-0130-2981562 Email-saisonapat@gmail.com |
| Date of commencement | Within 7th Calendar day from the date of |

| | |
|--|---|
| | Issue of work order |
| Time for completion of work | As per time schedule given in tender document i.e. 45 Days. |
| Total Security Deposit / Retention Money | 2.5% of Contract amount |
| Defect Liability Period | 365 days (twelve months) from the date of virtual completion of the work. |
| Period of Final Measurement | 1 Month |
| Liquidated damages | At the rate of 2% of the Contract Value per month which subject to a maximum of 10% of the accepted Contract Value. |
| Value of work for interim payment | Total 3 bills Minimum value of work done should be for Rs. 8 lakhs for each running bill. |
| Recovery towards taxes. | As per rules applicable from time to time. |
| Rates | Rates shall be fixed during the contract & extension period and no price variation is entertained. |
| Performance Guarantee | 5% of the tendered amount. |

Place: Sonapat

RD SAI NRC Sonapat

INSTRUCTIONS TO TENDERERS

PRE QUALIFICATION CRITERIA

TECHNICAL CRITERIA

The bidder should have in the last three years ending 31st March 2024 successfully completed as a prime contractor at least one similar work of value not less than 80%

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

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

FINANCIAL CRITERIA

Average financial turnover of bidder during the last three years, ending 31.03.2024, should be at least 100% of the estimated cost. Audited Balance Sheet, Profit & Loss account for the last three consecutive financial years should be submitted along with the bid.

MODE OF SUBMISSION OF TENDER

Sealed Item Rates Tender under Two Bid Systems containing two Sealed covers of technical bid and financial/price bid should be submitted online. Conditional tender shall not be accepted.

OPENING OF FINANCIAL BIDS/PRICE BIDS

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

INSTRUCTIONS FOR ONLINE BID SUBMISSION:

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

REGISTRATION

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

SEARCHING FOR TENDER DOCUMENTS

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

PREPARATION OF BIDS

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

- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF formats. Bid documents may be scanned with 100 dpi with black and white option.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

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

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

1. The contractor should quote in the Rate and Amount column of the given price bid document only. However, if a discrepancy is found, the rate which correspond with the amount worked out by the contractor shall unless otherwise proved, be taken as correct. If the amount of an item is not worked out by the contractor or it does not correspond with the rate written either in figure or in words, then the rate quoted by the contractor in words shall be taken as correct. Where the rates quoted by the contractor in figures and in words tally but the amount is not worked out correctly, the rate quoted by the contractor will be taken as correct and not the amount.
2. Contractor must ensure to quote rate of each item. If no rate is quoted by the bidder, rate of such item shall **be treated as "0" (ZERO)**.
3. Eligible firm coating the lowest price will be selected.
4. Intending contractors / vendors are requested to read carefully before filling the particulars in the Performa.
5. Information / details furnished by selected party, if found to be false / incomplete at any time in future or any information effecting prequalification is willingly / unwillingly withheld, if come to the notice of the SAI at any point of time, the company's prequalification will be cancelled immediately.
6. Where copies are required to be furnished, these should be self-certified copies.
7. The bidder should have local office in New Delhi or within NCR of Delhi.
8. The cutoff date for calculation of past period for completion of projects shall be 31st March 2024.
9. All pages of the tender document i.e. Pre-qualification criteria, Technical bid, Price Bid should be signed and stamped by bidder.
10. Contractor shall appoint technically qualified full time site supervisor to monitoring the day to day progress of work at site on their own cost.
11. Contact 0130-2981562 for site visit / any query regarding tender.

TECHNICAL BID FORM

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

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

- 7 Details of civil suit, if any that arose during
Execution of contract in the past 03 years :
- 8 Specify maximum value of single value project
Executed during the last three years :
- 9 Name and relation, if any, with the staff member
Of Sports Authority of India :

10 Details of work executed during the last 03 years (Please mention the qualifying works as per criteria)

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

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

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

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

13 Annual Turnover in last 3 years:

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

Note: Furnish copies of audited balance sheet and Profit & Loss A/C. for the last 3 years 2021-22, 2022-23, 2023-24.

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

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

| | | | | |
|--|--|--|--|--|
| | | | | |
| | | | | |
| | | | | |

18. LIST OF ENCLOSURES:

| ANNEXURE NO. | PARTICULARS | TICK IF ENCLOSED |
|--------------|--|------------------|
| I | Certificate of registration of Company / partnership deed. | |
| II | Certificates of registration with Income Tax, GST, EPF, and ESI. | |
| III | Audited Balance Sheet & Profit & Loss A/c. Statement for last three years. | |
| V | Copies of work orders along with xerox copies of relevant TDS certificate, satisfactory completion certificate mentioning value of work issued by Govt., Semi-Govt. Bodies. | |
| VI | Copies of performance certificate, work orders issued by Govt., Semi-Govt. Bodies. | |
| VII | Copies of Income-Tax Returns / Assessment Orders for previous 03 years. | |

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

DECLARATION

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

Place :

SIGNATURE

Date :

NAME & DESIGNATION

SEAL OF ORGANISATION

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

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

Sub: - Acceptance of Terms & Conditions of Tender.

Tender No: - SAI/NRC/ADMIN/WATERPROOFING/NIT-150524/2024-25

Name of Tender / Work: - Waterproofing of roof and repairing of expansion joints (roof joints, wall joints, floor joints) at Administrative block SAI NRC Sonapat.

Dear Sir,

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

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

GENERAL CONDITIONS OF CONTRACT

1. Definition and Interpretation: -

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

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

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

ii (a) "Contractor" shall mean: -

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

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

c) In the case of Company:- _____ a company incorporated under _____19____ and having its registered office at _____ and office at _____ and shall include its successors and assignee.

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

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

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

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

- a) Articles of Agreement
- b) Letter of acceptance of tender / award of work
- c) Special Conditions of Contract
- d) General conditions of contract including clarifications / conditions accepted after the Pre-bid Meeting.
- e) Specifications
- f) Bill of Quantities

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

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

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

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

2. **Language(s)**

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

3. **Scope of Contract**

The Contract comprises the waterproofing of roof and repairing of expansion joints (roof joints, wall joints, floor joints) at Administrative block SAI NRC Sonapat, detailed description as per schedule of quantity. The work shall be done in accordance with CPWD Specifications 2019.

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

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

(ii) **Contract Agreement**

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

iii) **Integrated Programme Chart**

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

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

ii) The integrated programme chart should include the following:

a. Descriptive note explaining sequence of various activities

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

5. Disruption of Progress

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

6. Contractor's General Responsibilities

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

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

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

The Contractor must bear in mind that all the work shall be carried out strictly in accordance with the Specifications as given in these documents and also in

compliance of the requirements of the local public authorities and to the requirements / satisfaction / direction of the SAI and no deviation on any account will be permitted.

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

7. **Safety of Site Operations**

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

8. **Watching & Lighting**

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

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

9. **Care of Works**

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

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

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

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

(ii) **Contractor's Employees**

The Contractor shall provide and employ after approval from the SAI on the site in connection with the execution, completion and maintenance of the Works all Engineers / technical assistants as are qualified, skilled and experienced in their respective trades, foremen and leading hands as are competent to give proper supervision, ensuring quality & output to the work they are required to supervise, and also such skilled, semi-skilled and unskilled labour as are necessary for the proper and timely execution, completion and maintenance of the works.

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

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

(iv) **Un-authorized Persons**

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

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

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

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

12. **Setting Out**

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

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

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

The Contractor shall upon the instruction of the SAI furnish him with documentation to prove that the materials & goods comply with the requirements of contract and for requirement stated above. The SAI may issue instruction in regard to removal of material from site or any work, if these are not in accordance with the Contract. The

Contractor shall provide such assistance instruments, machinery, labour and materials as are normally required for examining, measuring, sampling and testing any material or part of work before incorporation in the works for testing as may be selected and required by the SAI.

(ii) **Samples**

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

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

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

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

(iii) **Cost of Tests**

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

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

If any test is ordered by the SAI which is either

(a) not so intended by or provided for or

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

(c) though so intended or provided for but ordered by the SAI to be carried out by an independent person at any place other than the site or the place of manufacture of

fabrication of the materials tested or any Government / approved Laboratory, then the cost of such test shall be borne by the Contractor.

14. **Absence of Specification**

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

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

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

16. **Contractor's Superintendence**

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

17. **Access for Inspection**

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

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

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

(ii) **Uncovering and making openings**

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

19. Assignment

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

20. Works to be measured

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

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

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

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

21. Deviation, Extra Items and Pricing

Overall deviation limit (including cost of extra items & Deviation) shall be 25%. Deviation upto 1.25 times of contract amount shall be approved by Engineer-in-Charge with recorded reasons. All the deviated quantities shall be paid at agreement rates.

The completion cost of the agreement shall not exceed 1.25 times of the tendered amount and the contractors should keep a check and watch over the amount of work done & do not execute work beyond 1.25 times of the tendered amount.

The payment of extra/substituted items born on DSR shall be paid as per DSR rates applicable to the agreement plus prevailing cost index and plus / minus %age above or below of quoted contract amount.

The payment of the non-scheduled extra items shall be paid as per the prevailing market rate.

22. Work is to be carried out to the Satisfaction of SAI

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

23. (i) Removal of Improper Work & Materials

The SAI shall, during the progress of the works, have power to order in writing from time to time the removal from the works within such reasonable time or times as may be specified in the order, of any materials which in the

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

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

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

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

The SAI shall be entitled during manufacture to inspect, examine and test on the Contractor's premises during working hours the materials and workmanship and check the progress of manufacture of all fabrication materials / items to be supplied under the Contract, and if part of the said materials / items are being manufactured on other premises the Contractor shall obtain for the SAI permission to inspect, examine and test as if the said Plant were manufacturing on the Contractors premises. Such inspection, examination or testing if made shall not relieve the Contractor from any obligation under the Contract.

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

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

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

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

(vi) **Certificate of Testing**

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

(vii) **Rejection**

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

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

Unless the SAI shall otherwise direct, no material shall be delivered to site until the SAI shall have issued, in respect of such material, a certificate under Clause 23 (vi) (Certificate of Testing). Likewise, Fabricated Materials or Contractor's Equipment shall be delivered to Site only upon an authorization in writing applied for and obtained by the Contractor from the SAI.

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

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

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

(x) **Inspection Reports**

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

24. **Virtual Completion Certificate**

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

25. **Contractor Liable for Damages, defects during defect liability Period**

If the contractor or his working people or servants shall break, deface, injure or destroy any part of building in which they may be working, or any building, road, road kerb, fence, enclosure, water pipe, cables, drains, electric or telephone post or wires, trees, grass or grassland, or cultivated ground contiguous to the premises on which the work or any part is being executed, or if any damage shall happen to the work while in progress, from any cause whatever or if any defect, shrinkage or other faults appear in the work within twelve months (six months in the case of work costing Rs. Ten lacs and below except road work) after a certificate final or otherwise of its completion shall have been given by the Engineer in- Charge as aforesaid arising out of defect or improper materials or workmanship the contractor shall upon receipt of a notice in writing on that behalf make the same good at his own expense or in default the Engineer-in-Charge cause the same to be made good by other workmen and

deduct the expense from any sums that may be due or at any time thereafter may become due to the contractor, or from his security deposit or the proceeds of sale thereof or of a sufficient portion thereof. The security deposit of the contractor shall not be refunded before the expiry of twelve months (six months in the case of work costing Rs. Ten lacs and below except road work) after the issue of the certificate final or otherwise, of completion of work, or till the final bill has been prepared and passed whichever is later. Provided that in the case of road work, if in the opinion of the Engineer-in-Charge, half of the security deposit is sufficient, to meet all liabilities of the contractor under this contract, half of the security deposit will be refundable after six months and the remaining half after twelve months of the issue of the said certificate of completion or till the final bill has been prepared and passed whichever is later.

26. Payment Terms

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

| | |
|------------------------------------|--|
| Defects Liability Period | 12 months after completion of work |
| Date of Commencement | After 7 working days from the date of acceptance of work order |
| Date of Completion | 45 days after the due date of commencement |
| Value of work for interim Payment | Total 3 bills Minimum value of work done should be for Rs. 8 lakhs for each running bill. |
| Retention money / security deposit | 5% on total project cost to be recovered from each running bills. |

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

27. Approval Only by No Dues Certificate

(i) Final Completion Certificate

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

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

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

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

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

(ii) **No Dues Certificate**

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

28. (i) **Basic Cost**

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

No variation shall be made in respect to the percentage quoted for labour and to cover for overheads & profits on account of variation in the prices, as above. The basic price of the material shall be inclusive of all taxes and the cost has to be verified from the actual purchased bills. The billed amount shall be finalized as per the basic cost in both ways i.e. plus or minus from the quoted rates. The contractor has to provide the purchase bill with GST detail

29. **Work by Other Agencies**

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

30. **Insurance Policies**

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

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

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

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

The contractor shall be responsible for any liability which may not be covered by the Insurance Policies re-referred to above and also for all other damages to any person,

animal or defective carrying out of this contract, whatever, may be the reasons due to which the damage shall have been caused.

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

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

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

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

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

31. Commencement of Works

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

32. (i) Possession of Site

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

with due dispatch in accordance with the said programme or proposals (as the case may be).

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

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

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

33. Time for Completion

The entire work i.e. works mentioned in the tender document is to be completed in all respects within the time stated in Appendix to "Form of Tender" or such extended time as may be allowed under clause 34 hereof. Time is the essence of the contract and shall be strictly observed by the contractor.

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

34. Extension of Time for Completion

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

For the balance period in excess of original stipulated period and authorized extension of time granted i.e. period not qualifying for levy of liquidated damages, by the Employer, the provision of liquidated damages as stated under Clause 39 will become applicable.

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

35. Compensation for Delay

If the contractor fails to maintain the required progress to complete the work and clear the site on or before the contract or justified extended date of completion as per clause 34 (excluding any extension under Clause 34), 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 at the rates stipulated below for every completed day/ month (as determined) that the progress remains below that the work remains incomplete If there is no hindrance, compensation shall be levied if work is incomplete.

Compensation for delay of work

- (i) With maximum rate 1% (one percent) per month of delay to be computed on per day basis based on quantum of damage suffered due to stated delay on the part of Contractor. if scheduled completion of work is more than one year.
- (ii) With rate 1% (one percent) to 2% (two percent) (maximum) per month of delay to be computed on per day basis based on quantum of damage suffered due to stated delay on the part of Contractor. if scheduled completion of work is more than six months and up to one year.
- (iii) With rate 2% (two percent) to 5% (five percent) (maximum) per month of delay to be computed on per day basis based on quantum of damage suffered due to stated delay on the part of Contractor. if scheduled completion of work is up to six months.

Provided always that the total amount of compensation for delay to be paid under this condition shall not exceed 10 % of the accepted Tendered Value of work

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

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

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

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

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

37. Suspension of Work

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

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

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

38. Performance Guarantee

- i. The contractor shall submit an irrevocable Performance Guarantee of 5% (Five percent) of the tendered amount 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 20 days 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 Special Conditions of Contract on written request of the contractor stating the reason for delays in procuring 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 Bank Guarantee from any of the Commercial Banks. In case a fixed deposit receipt of any Bank is furnished by the contractor to the SAI as part of the performance guarantee and the Bank is unable to make payment against the 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 SAI to make good the deficit.
- ii. The Performance Guarantee shall be initially valid up to the stipulated date of completion plus 1 year claim period beyond that. In case the time for completion of work gets enlarged, the contractor shall get the validity of Performance Guarantee extended to cover such enlarged time for completion of work. After recording of the completion certificate for the work by the competent authority, the performance guarantee shall be returned to the contractor, without any interest. However, in case of contracts involving maintenance of building and services/any other work after construction of same building and services/other work, then 50% of Performance Guarantee shall be retained as Security Deposit.

- iii. The Engineer-in-Charge shall make a claim under the performance guarantee except for amounts to which the SAI 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 by Engineer in-Charge.
- iv. 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.
- v. The performance Guarantee shall be refunded to the contractor after Completion and successful handing over of the project and issuance of Completion Certificate. However, in case of contracts involving Maintenance of building and services /any other work after construction of same building and services/ other work, then 50% of performance guarantee shall be returned to the contractor, without any interest after Completion and successful handing over of the project and issuance of Completion Certificate. The balance 50% shall be returned after Successful completion of Maintenance period.

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

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

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

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

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

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

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

- (a) Has abandoned the Contract, or
- (b) Has failed to commence the works, or has without any lawful excuse under these conditions suspended the progress of the works for fourteen days after receiving from the SAI's notice to proceed with the work

Or

- (c) Has failed to proceed with the works with such due diligence and failed to make such due progress as would enable the works to be completed within the time agreed upon,

Or

- (d) Has failed to remove materials from the site or to pull down and replace work for seven days after receiving from the SAI written notice that the said materials or work were condemned and rejected by the SAI under these conditions,

Or

- (e) Has neglected or failed persistently to observe and perform all or any of the acts, matters or things by this contract to be observed & performed by the Contractor for seven days after written notice shall have been given to the Contractor requiring the Contractor to observe or perform the same.

Then and in any of the said cases the Employer may, notwithstanding any previous waiver, after giving seven days' notice in writing to the Contractor, determine the Contract, but without thereby affecting the powers of the SAI or the obligations and liabilities of the Contractor, the whole of which shall continue in force as fully as if the Contract had not been so determined, and as if the works subsequently executed had been executed by or on behalf of the Contractor. And further, the Employer by his agents or servants may enter upon and take possession of the works and all plants, tools, scaffoldings, sheds, machinery, steam and other power utensils and materials lying upon the premises or the adjoining lands or roads and use the same as his own property or may employ the same by means of his own servants and workmen in carrying on and completing the works or by employing any other Contractor shall not in any way interrupt or do any act, matter or thing to prevent or hinder such other Contractor or other person or persons employed for completing and finishing or using the materials and plant for the works. When the works shall be completed or as soon, thereafter, as convenient the SAI shall give a notice in writing to the Contractor to remove his surplus materials and plant and should the Contractor fail to do so within a period of fourteen days after receipt thereof by him, the Employer may sell the same by public auction, and give credit to the Contractor for the net amount realized. The SAI shall, thereafter, ascertain and certify in writing under his hand what (if anything) shall be due or payable to or by the Employer, for the value of the said plant and materials so taken possession of by the Employer and the expense or loss which the Employer shall have been put to in procuring the works to be completed and the amount, if any, owing to the Contractor and the amount which shall be so certified shall thereupon be paid by the Employer to the Contractor or by the Contractor to the Employer, as the case may be, & the Certificate of the SAI shall be final and conclusive between the parties.

40. **Security Deposit / Retention Money**

The person/persons whose tender(s) may be accepted (hereinafter called the contractor) shall permit SAI at the time of making any payment to him for work done under the contract to deduct a sum at the rate of 2.5% of the gross amount of each running and final bill till the sum deducted will amount to security deposit of 2.5% of the tendered value of the work. Such deductions will be made and held by SAI by way of Security Deposit unless he/they has/have deposited the amount of Security at the rate mentioned above in cash or in the form of Government Securities or fixed deposit receipts. In case a fixed deposit receipt of any Bank is furnished by the contractor to the SAI as part of the security deposit and the Bank is unable to make payment against the 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 SAI to make good the deficit.

All compensations or the other sums of money payable by the contractor under the terms of this contract may be deducted from, or paid by the sale of a sufficient part of his security deposit or from the interest arising therefrom, or from any sums which may be due to or may become due to the contractor by SAI on any account whatsoever and in the event of his Security Deposit being reduced by reason of any such deductions or sale as aforesaid, the contractor shall within 10 days make good in cash or fixed deposit receipt tendered by the State Bank of India or by Scheduled Banks endorsed in favour of SAI NRC Sonapat, any sum or sums which may have been deducted from, or raised by sale of his security deposit or any part thereof. The security deposit shall be collected from the running bills and the final bill of the contractor at the rates mentioned above. The security deposit will be released after completion of DLP.

41. **Certificates & Payment**

(i) **Final Bill**

- a) The Contractor shall submit final bill within 45 days from the date of issue of virtual completion certificate with all relevant information and details including as-built drawings, operation and maintenance manual, photographs etc. complete. The last date of submission of all relevant documents shall be reckoned as the date of final submission.
- b) The SAI representative within 45 days of submission of the final bill, shall issue a certificate of payment against the final bill to the Employer who shall thereupon, within 45 days from the date of receipt of the certificate, shall release the balance payment to the contractor after effecting all recoveries, including advances & payments against interim certificates.
- (iv) The SAI shall have power to withhold Certification if the works or any parts thereof are not being carried out to his satisfaction.
- (v) The SAI may by any Certificate make any correction in any previous Certificate, which shall have been issued by him.
- (vi) No payment shall be made to the Contractor if the Contractor fails to insure the works & keep them insured till the issue of the Virtual Completion Certificate.

42. **Arbitration**

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

* **Appointing Authority**

The Appointing Authority will be the RD Sports Authority of India NRC Sonapat
The names of the Arbitrator will be selected from one of the following disciplines, in order of preference:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

43. Urgent Repairs

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

44. Interference with Traffic and Adjoining Properties

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

45. (i) Extraordinary Traffic

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

extraordinary traffic as will inevitably arise from the moving of plant and material from and to the site shall be limited as far as reasonably possible and so that no unnecessary damage or injury may be occasioned to such highways and bridges.

(ii) Special Loads

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

(iii) Settlement of Extra Ordinary Traffic Claims

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

46. (i) Contractor to Keep Site Clear

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

(ii) Clearance of Site on Completion

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

47. (i) Labour Laws

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

(ii) Supply of Water

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

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

(iii) Festivals & Religious Customs

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

(iv) Epidemics

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

(v) Disorderly Conduct

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

(vi) Accidents

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

vii) Fair Wages

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

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

- (i) Minimum wages Act, 1948 (Amended)
- (ii) Payment of Wages Act, 1936 (Amended)
- (iii) Workmen's Compensation Act, 1923 (Amended Act No 65 of 1976)
- (iv) Contract Labour Regulation & Abolition Act, 1970 and Central Rules 1971 (Amended)
- (v) Apprentices Act 1961
- (vi) Any other Act or enactment relating thereto and rules framed there under from time to time
- (vii) Industrial Employment (standing order) Act, 1946 (Amended)

- (viii) Personal Injuries (Compensation Insurance) Act, 1963 and any modifications thereof & rule made there under from time to time.
- (ix) Employees' Provident Fund & Miscellaneous Provisions Act, 1952 and amendment thereof.
- x) ESIC

viii) Workmen's Compensation

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

ix) Observance by Sub-Contractors

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

48. Safety Code

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

- k) Overalls shall be supplied by the Contractor to the painters and adequate facilities shall be provided to enable the working painters to wash during the periods of cessation of work.
- l) Hoisting machines and tackle used in the works, including their attachments, anchorage and supports shall be in perfect condition.
- m) The ropes used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate strength and free from defects.
- n) Contractor shall appoint "Safety Officer" to maintain safety records to the satisfaction of the SAI.

49. Force Majeure

Conditions of Force Majeure

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

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

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

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

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

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

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

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

SPECIAL CONDITIONS OF CONTRACT

1.0 Scope of Work

The scope of work is to carry out the Waterproofing of roof and repairing of expansion joints (roof joints, wall joints, floor joints) at Administrative block SAI NRC Sonapat.

2.0 Address of site

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

3.0 Dimension and Levels

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

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

4.0 Notice of Operation

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

5.0 Construction Records

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

6.0 Temporary Works

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

7.0 Water, Power and Other Facilities

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

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

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

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

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

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

8.0 Temporary Services

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

9.0 Office Accommodation

- a) The contractor shall provide and maintain all necessary offices, workshops, stores, shelters, sanitary facilities, canteens and other temporary structures for themselves in connection with the work at the site own cost after getting the approval from the architect / consultant.
- b) All temporary buildings and facilities as mentioned above shall be removed on completion of the work or at any other earlier date as directed by the client without any extra cost.
All the expenses for obtaining statutory approvals and maintenance of the above facilities as well as running expense shall be borne by the contractor at no extra cost. It is also the responsibility of the contractor to obtain statutory approvals for providing the above facilities.

10.0 Facilities for Contractors' Employees

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

11.0 Lighting of Works

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

12.0 Site Order Book.

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

13.0 Site Meetings

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

14.0 Disposal of Refuse

The contractor shall cart away all debris, refuse etc. arising from the work from the site and deposit the same as directed by the Client at his own cost. It is the responsibility of the contractor to obtain from the local authorities concerned to the effect that all rubbish arising out of contractor's activities at the construction site or any other off-site activities borrow pits has been properly disposed off.

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

15.0 Contractor to Verify Site Measurement

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

16.0 Approved Make/ Agencies

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

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

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

17.0 Procurement of Materials

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

18.i) Excise and sales, service Taxes, Work Contract Taxes, Levies etc.

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

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

19.0 ESCALATION

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

20.0 Guarantee and Maintenance during Defect Liability Period.

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

21.0 Project Execution and Management

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

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

22. Tools and Tackles

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

23. Safety Precautions

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

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

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

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

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

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

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

- 7) Contractor shall at his own cost, provide and maintain a full-fledged first-aid-box to give immediate medical aid to the workers / supervisory staff, in case of emergencies.
- 8) The contractor shall carry out the work strictly as per the safety aspects.

24. Technical Audit

The Employer shall have a right to cause a technical examination and audit of work and running and final bills of the contractor including all supporting vouchers, abstract etc. to be made at the time of the bill. If as a result of this examination or otherwise any sum is found to have been overpaid in respect of any work done by the contractor under the contract the contractor shall be liable to return the amount of over payment and it will be lawful for the employer to recover the same from any sum or sums due to him and in any other manner legally permissible and if it is found that the Contractor was paid less than what was due to him under the contract in respect of any work, executed by him under the contract, the amount of such under payment shall be duly considered / paid by the employer.

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

25.0 Special Conditions

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

a) INSURANCE POLICIES

Before commencing the execution of work, the Contractor shall, without in any way limiting his obligations and liabilities, insure at his own cost and expense against any damage or loss or injury, which may be caused to any person or property, at site of work. The Contractor shall obtain and submit to the SAI proper Contractor All Risk Insurance Policy for an amount 1.25 times the contract amount for this work, with SAI as the first beneficiary. The insurance shall be obtained in joint names of SAI and the Contractor (who shall be second beneficiary). Also, he shall indemnify the Employer from any liability during the execution of the work. Further, he shall obtain and submit to the SAI , a third party insurance policy for maximum Rs.10 lakh for each accident, with SAI as the first beneficiary. The insurance shall be obtained in joint names of SAI and the Contractor (who shall be second beneficiary). The Contractor shall, from time to time, provide documentary evidence as regards payment of premia for all the Insurance Policies for keeping them valid till the completion of the work. The Contractor shall ensure that similar Insurance Policies are also taken by his Sub-Contractors / specialized agencies. The Contractor shall however be responsible, to the Employer, for any claim or loss resulting from the failure of his Sub-Contractors / specialized agencies in obtaining such Insurance Policies. Without prejudice to any of its obligations and responsibilities specified above, the Contractor shall within 10 days from the date of Work Order of the tender

and thereafter at the end of each quarter submit a report to the Employer giving details of the Insurance Policies along with Certificate of these insurance policies being valid, along with documentary evidences as required by the SAI representative. No work shall be commenced by the Contractor unless he obtains the Insurance Policies as mentioned above. Also, no payment shall be made to the Contractor on expiry of insurance policies unless renewed by the Contractor. Nothing extra shall be payable on this account. No claim of hindrance (or any other claim) shall be entertained from the contractor on these accounts.

b) WARNING / CAUTION BOARDS

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

c) SIGN BOARDS

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

25.02 Safety, Health and Environment

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

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

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

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

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

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

25.04 Working at Height

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

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

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

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

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

Rating of fuses and circuit breakers used for the protection of circuits should be coordinated. Flexible cords with a conductor cross sectional area smaller than 1.5 mm² should not be used. Socket outlets, Plugs and Cable coupler should be of the water splash proof type, so minimum IP 44 panel boards are required in construction sites.

Overhead cabling should provide for a minimum ground clearance of at least 5.2 meters.

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

25.06 Welding and Cutting

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

25.07 Prevention of Nuisance and Pollution

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

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

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

26.0 DISPLAY PERMISSIONS

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

27.0 REMOVAL OF 'MULBA' ETC. FROM SITE

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

28.0 COORDINATION WITH OTHER AGENCIES

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

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

30. INCIDENTAL CHARGES

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

31.0 STORAGE OF MATERIAL AT SITE

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

32.0 NO WAIVING OF LEGAL RIGHTS AND POWERS

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

33.0 FINAL TESTING OF THE INSTALLATION

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

34.0 Existing Services

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

All works pertaining to services including rerouting / diversion of services, routine testing, installation etc., completed in one or more than one process shall be subject to examination and approval to each stage thereof by the SAI or concerned employer as would be notified by the SAI or his authorized representative when such stage is ready. In default of such notice the SAI representative shall be entitled to appraise the quantity and extent thereof and the decision of SAI representative or his authorized representative in this regard shall be final and binding.

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

- 36.0 The contractor shall have to deploy adequate well experienced technical staff for the work. A list of staff along with their designation, experience and duties shall be displayed at site of work.
- 43.0 The contractor shall submit to the SAI the following reports.
- a) Weekly progress report.
 - b) Program of works, material & labour required for the work.
 - c) List of plants & equipment proposed to be deployed.
- 44.0 Reference made to any Indian standard specification in these documents, shall imply reference to the latest version of that standard including such revision / amendments as issued by the Bureau of Indian Standards at the time of opening of tenders. The contractor shall have to keep all relevant publications / specification at the site.
- 46.0 The contractor shall verify all dimensions at site and bring to the notice of the SAI all discrepancies or deviations noticed. Decisions of the SAI shall be final in this regard.
- 47.0 The contractor shall give performance tests of the entire installation(s) as per specifications before the work is finally accepted and nothing extra whatsoever shall be payable to the contractor for these performance tests.
- 48.0 The contractor shall be responsible for the watch and ward of the building safety of all fittings and fixtures including sanitary and water supply fittings and fixtures provided by him against pilferage and breakage during the period of installation and till completion is recorded by competent authority
- 49.0 The contractor shall be bound to follow the instructions and restrictions imposed by the Administration / Police authorities on the working and /or movement of labour, materials etc. and nothing extra shall be payable on this account or due to less/ restricted working hours or any detours in movement of vehicles

50. 0 Handing Over of the Project

Contractor will hand over the project to Owner /Client after successful completion of each component of the project along with submission of all the required documents i.e. As- built drawings, Inventory list, guarantee / warranty bonds, certificates & invoices of equipment, lock and key of each room and NoCs form various Departments and complete satisfaction of SAI/ Engineer-In-charge. Contractor shall provide necessary Completion Certificate/NOC from all local Government/ Statuary Authorities including Fire, Forest, Electrical, Environment, Lift, DG Set, Complete inventory list, duly signed as-built drawings, required before handing over the project to the client. The defect liability period will be one year after such handing over.

BID SECURITY (BANK GUARANTEE)

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

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

SEALED with the Common Seal of the said Bank this _____ day of _____ 2024.

THE CONDITIONS of this obligation are:

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

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

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

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

DATE _____ SIGNATURE OF THE BANK _____

WITNESS _____ SEAL _____

[signature, name, and address]

NEFT MANDATE FORM

From:M/s.

Date:

To

Sub: NEFT PAYMENTS

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

NATIONAL ELECTRONIC FUNDS TRANSFER MANDATAE FORM

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

 [Signature with date, name and designation]
 For and on behalf of Messrs _____
 [Name & address of the bidder]

Confirmed by Bank

Enclosed a copy of Crossed Cheque

LETTER OF AUTHORISATION FOR ATTENDING BID OPENING MEETING

Tender No. _____

Subject: - Authorization for attending bid opening on _____ (date) in the tender of _____.

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

| Order of Preference | Name | Specimen Signature |
|---------------------|------|--------------------|
| 1. | | |
| 2. | | |

Alternate Representative

Signatures of bidder

Or

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

Note:

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

Bid Securing Declaration Form

Date: _____

Tender No. _____

To

Regional Director

Sports Authority of India

Northern Regional Centre, Sonapat

I/We understand that, according to your conditions, bids must be supported by a bid securing Declaration.

I/ We accept that I/We may be disqualified from bidding for any contract with you for a period of one year from the date of notification if I am/we are in a breach of any obligation under the bid condition as below:

- A) Withdraws/modification/amends the submitted bid against this tender, impairs or derogates from the tender, during the period of bid validity specified in this tender.; or
- B) Having been notified of the acceptance of our bid by the purchaser during the period of bid validity
 - a. Fail or refuse to execute the contract, or
 - b. Fail or refuse to furnish the performance security, in accordance with the term of this tender document.

I/We understand this bid securing declaration shall cease to be valid if I am/ we are not the successful bidder or upon

- (a) The receipt of your notification of the name of the successful bidder and submission of required performance security, in accordance with the terms of this tender document; or
- (b) Thirty days after the expiration of the validity of my/our bid.

Signed: (insert signature of person whose name and capacity are shown) in the capacity of: (insert legal capacity of person signing the bid securing declaration) Dated on day of (insert date of signing)

Corporate seal (where appropriate)

FORMAT FOR INTEGRITY PACT
[To be submitted on Bidder's **Original** Letter Head]

To,
Regional Director
SAI, NRC Sonapat

Sub: Integrity Pact for ----- (Name of Work / Project)

Dear Sir,

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

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

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

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

Yours faithfully,

Date:

(Signature, name and designation
of the Authorized signatory)

Place:

Name and seal of Bidder

INTEGRITY AGREEMENT
[To be submitted on Stamp paper of At least Rs.100]

This Integrity Agreement is made at on this day of 20.....

BETWEEN

SAI NRC, Sonapat (Hereinafter referred as the ‘**EMPLOYER**’, which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND

.....
 (Name and Address of the Individual/firm/Company)

through (Hereinafter referred to as the

the
 (Details of duly authorized signatory)

“**Bidder/Contractor**” and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

Preamble

WHEREAS the Employer has floated the Tender (NIT No.) (hereinafter referred to as “Tender/Bid”) and intends to award, under laid down organizational procedure, contract for..... (Name of work) hereinafter referred to as the “Contract”.

AND WHEREAS the Employer values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Contractor(s).

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as “Integrity Pact” or “Pact”), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witnesses as under: -

Article 1: Commitment of the Employer

- (1) The employer commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - (a) No employee of the Employer, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - (b) The Employer will, during the Tender process, treat all Bidder(s) with equity and reason. The Employer will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s)

confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.

- (c) The Employer shall endeavor to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
- (2) If the Employer obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Employer will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

Article 2: Commitment of the Bidder(s)/Contractor(s)

- (1) It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the SAI NRC all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
- (2) The Bidder(s)/Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:
 - (a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Employer's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.
 - (b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
 - (c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Employer as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - (d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly, Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participates in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.
 - (e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.

- (3) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- (4) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the SAI NRC interests.
- (5) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/her reputation or property to influence their participation in the tendering process).

Article 3: Consequences of Breach

Without prejudice to any rights that may be available to the Employer under law or the Contract or its established policies and laid down procedures, the Employer shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/Contractor(s) and the Bidder/ Contractor accepts and undertakes to respect and uphold the Employer's absolute right :

- (1) If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Employer after giving 14 days notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Employer. Such exclusion may be forever or for a limited period as decided by the Employer.
- (2) Forfeiture of EMD/Performance Guarantee/Security Deposit: If the Employer has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Employer apart from exercising any legal rights that may have accrued to the Employer, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Contractor.
- (3) Criminal Liability: If the Employer obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of IPC Act, or if the Employer has substantive suspicion in this regard, the Employer will inform the same to law enforcing agencies for further investigation.

Article 4: Previous Transgression

- (1) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Bidder/Contractor as deemed fit by the Employer.

- (3) If the Bidder/Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Employer may, at its own discretion, revoke the exclusion prematurely.

Article 5: Equal Treatment of all Bidders/Contractors/Subcontractors

- (1) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Subcontractors/sub-vendors.
- (2) The Employer will enter into Pacts on identical terms as this one with all Bidders and Contractors.
- (3) The Employer will disqualify Bidders, who do not submit, the duly signed Pact between the Employer and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

Article 6: Duration of the Pact

- (1) This Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor 12 months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded.
- (2) If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Competent Authority, SAI NRC.

Article 7: Other Provisions

- (1) This Pact is subject to Indian Law, place of performance and jurisdiction is the SAI NRC Sonapat, who has floated the Tender.
- (2) Changes and supplements need to be made in writing. Side agreements have not been made.
- (3) If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
- (4) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (5) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Employer in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.

Article 8 : LEGAL AND PRIOR RIGHTS

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/Contact documents with regard any of the provisions covered under this Integrity Pact.

IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

.....
(For and on behalf of Employer)

.....
(For and on behalf of Bidder/Contractor)

WITNESSES:

1.
(signature, name and address)

2.
(signature, name and address)

Place:

Dated :

FORMAT FOR GUARANTEE BONDS FOR WATER PROOFING

(On Rs. 100 non- Judicial Stamp Paper)

GUARANTEE BOND TO BE EXECUTED BY THE CONTRACTOR FOR WATER PROOFING TREATMENT

The agreement made this ____ day of _____ 20 _____ between (Name of Contractor Firm) _____ (hereinafter called the GUARANTOR of the one part) and the SAI NRC Sonapat (hereinafter called the SAI NRC of the other part).

WHEREAS THIS agreement is supplementary to a contract. (Herein after called the Contract) dated _____ and made between the GUARANTOR OF THE ONE PART AND the SAI NRC of the other part, whereby the contractor interalia, undertook to render the structures in the said contract the work in the said contract recited completely water and leak proof.

THE GUARANTOR hereby guarantee that the water proofing treatment given by him will render the structures completely leak proof and the minimum life of such water proofing treatment shall be ten years to be reckoned from the date after the expiry of maintenance period prescribed in the contract.

Provided that the guarantor will not be responsible for leakage caused by earthquake or structural defects. The decision of the Engineer in charge with regard to cause of leakage shall be final.

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

That if the guarantor fails to execute the water proofing, or commits breach thereunder then the guarantor will indemnify the Principal and his successor against all loss, damage, cost of expenses or otherwise which may be incurred by him by reason of any of any default on the part of the GUARANTOR in performance and observance of this supplementary agreement. As to the amount of loss and / or cost incurred by the SA NRC on the decision of the Engineer-in-charge will be final and binding on the parties.

IN WITNES WHEREOF those presents have been executed by the GUARANTOR _____ on behalf of (Name of Contractor Firm) and _____ by for and on behalf of the SAI NRC Sonapat on the day, month and year first above written.

Signed sealed and delivered by GUARANTOR in presence of:

1. _____
2. _____

SIGNED FOR AND ON BEHALF OF THE SAI NRC Sonapat BY _____ in the presence of:

1. _____
2. _____

SCHEDULE OF QUANTITIES

SPORTS AUTHORITY OF INDIA, NRC SONEAT

WATERPROOFING OF ROOF AND REPAIRING OF EXPENSION JOINTS OF ADMINSTRATIVE BLOCK AT SAI NORTHERN REGIONAL CENTRE

| Sr. No. | ITEM | UNIT | QTY | RATE (Rs.) | AMOUNT (Rs.) |
|------------|---|------|-----|------------|--------------|
| 1. | <p>Providing and fixing of expansion joint system related with floor location as per drawings and direction of Engineer-In-Charge. The joints system will be of extruded aluminum base members, self-aligning / self-centering arrangement and support plates etc. as per ASTM B221-02. The system shall be such that it provides floor to floor /floor to wall expansion control system for various vertical localtion in load application areas that accommodates multi directional seismic movement without stress to it's components. System shall consist of metal profiles with a universal aluminum base member designed to accommodate various project conditions and finish floor treatments. The cover plate shall be designed of width and thickness required to satisfy projects movement and loading requirements and secured to base members by utilizing manufacturer's pre-engineered self- centering arrangement that freely rotates / moves in all directions. The Self - centering arrangement shall exhibit circular sphere ends that lock and slide inside the corresponding aluminum extrusion cavity to allow freedom of movement and flexure in all directions including vertical displacement. Provision of Moisture Barrier Membrane in the Joint System to have watertight joint is mandatory requirement all as per the manufactures design and as approved by Engineer -in- Charge. (Material shall confirm to ASTM 6063).</p> | | | | |
| 1.1 | Floor Joint of 100 mm gap | Mtr | 80 | | |
| 2 | <p>Providing and fixing of expansion joint system related with wall joint (internal/external) location as per drawings and direction of Engineer-In- Charge. The joints shall be of extruded aluminum base members, self-aligning / centering arrangement and support plates as per ASTM B221- 02. The material shall be such that it provides an Expansion Joints System suitable for vertical wall to wall/ wall to corner application, both new and existing construction in office Buildings &</p> | | | | |

| | | | | | |
|-----|---|-----|-----|--|--|
| | complexes with no slipping down tendency amongst the components of the Joint System. The Joint System shall utilize lightweight aluminum profiles exhibiting minimal exposed aluminum surfaces mechanically snap locking the multicellular to facilitate movement. (Material shall confirm to ASTM 6063). | | | | |
| 2.1 | Wall Joint of 100 mm gap | Mtr | 100 | | |
| 3 | Providing and fixing of expansion joint system of approved make and manufactures for various roof locations as per approved drawings and direction of Engineer-In-Charge. The joints shall be of extruded aluminum base members with, self-aligning and self-centering arrangement support plates asper ASTM B221-02. The system shall be such that it provides watertight roof to roof/roof to corner joint cover expansion control system that is capable of accommodating multidirectional seismic movement without stress to its components. System shall consist of metal profile that incorporates a universal aluminum base member designed to accommodate various project conditions and roof treatments. The cover plate shall be designed of width and thickness required to satisfy movement and loading requirements and secured to base members by utilizing manufacturer's pre-engineered self-centering arrangement that freely rotates / moves in all directions. The Self centering arrangement shall exhibit circular sphere ends that lock and slide inside the corresponding aluminum extrusion cavity to allow freedom of movement and flexure in all directions including vertical displacement. The Joint System shall resists damage or deterioration from the impact of falling ice, exposure to UV, airborne contaminants and occasional foot traffic from maintenance personnel. Provision of Moisture Barrier Membrane in the Joint System to have water tight joint is mandatory requirement. (Material shall confirm to ASTM 6063). | | | | |
| 3.1 | Roof Joint of 100 mm gap | Mtr | 40 | | |
| 4 | 15 mm cement plaster on rough side of single or half brick wall of mix: | | | | |
| 4.1 | 1:4 (1 cement: 4 coarse sand) applying a priming coat of approved steel primer all complete. | Sqm | 300 | | |

| | | | | | |
|---------------------------|--|-----|------|--|--|
| 5 | Providing and applying fibre reinforced elastomeric liquid water proofing membrane with resilient acrylic polymers having Sun Reflectivity Index (SRI) of 105 on top of concrete roof in three coats @10.76 litre/ 10 sqm. One coat of self-priming of elastomeric waterproofing liquid (dilution with water in the ratio of 3:1) and two coats of undiluted elastomeric waterproofing liquid (dry film thickness of complete application/system not less than 500 microns). The operation shall be carried out after scrapping and properly cleaning the surface to remove loose particles with wire brushes, complete in all respect as per the direction of Engineer-in-Charge. | Sqm | 1480 | | |
| TOTAL AMOUNT (Rs.) | | | | | |

*** Exclusive of GST**

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

L1 Criteria – The firm quoting the lowest price in total will be selected

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

Date:

| Approved list of materials | | |
|-----------------------------------|--|--|
| S.no. | NAME OF ITEMS | LIST OF APPROVED MANUFACTURERS / BRAND / APPLICATORS |
| 1. | Cement | Ultra-Tech, ACC, Lafarge, Ambuja cement |
| 2. | Float Glass | Modi/ Saint Gobin/ Indo-Asahi. |
| 3 | Waterproofing Compound | FOSROC, CICO, KRYTON, BUILDMATE, PIDLITE, PRIYA ENTERPRISES, FAIRMATE, SIKA, RHEOPLAST |
| 4 | Synthetic Paint | Asian Paint, Berger, ICI, Nerolac |
| 5. | Zinc Chromate Primers | Shalimar, Asian Paint, Berger, ICI |
| 6. | Block Board/Prelaminated particle board/ Plywood/ decorative veneers | Green ply, Uro ply, Orchid Ply, Century ply, Duro ply. |
| 7. | Exterior Acrylic Paint | Asian paints, Berger, Nerolac, Dulux |
| 8. | Glass | Modi/ Saint Gobin/ Asani |
| 9. | PVC Cistern (with all fittings and accessories): | Parryware, Commander, Hind ware. |
| 10. | Plastic Seat Covers with frame | Parryware, Commander |
| 11. | CP on brass fittings and Accessories | Essco (Delux model/series), Jaquar (Continental series), Grabtree aqualine (Maple series) |
| 12 | Soil Pipes and Fittings: | |
| A | Centrifugally Cast (spun) Iron Pipes & fittings | RIF, BIG, NECO or approved equivalent make conforming to IS: 3989 |
| B | Sand Cast (spun) Iron Pipes & fittings (conforming to IS: 1729) | AMC, ALC, Bengal Iron |
| C | Pig Lead (for caulking of joints) | Locally available best quality with minimum 99% purity |
| 13. | CPVC Pipes and Fittings | Astral, Finolex, Birla aerocon. |
| 14. | Steel bars | Sail, Jindal, Tata |
| 15. | ALUMINIUM SECTIONS | HINDALCO, JINDAL, INDIAN ALUMINIUM CO. |
| 16. | LVANISED STEEL SHEETS (UNCOATED & PRE-COATED) | SAIL, TATA, BHUSHAN POWER STEELS, JINDAL |