



ALL INDIA FOOTBALL FEDERATION

**NATIONAL CENTRE OF EXCELLENCE
IN FOOTBALL AT RAJARHAT, KOLKATA**

INVITATION OF TENDER FOR “NATIONAL CENTRE OF EXCELLENCE IN FOOTBALL AT RAJARHAT, KOLKATA ON DESIGN AND BUILD MODE”

Date of Notification	16.09.2024
Approx. Estimated Value.	Rs. 6.00 Crores
EMD (Earnest Money Deposit)	Rs. 6 Lakhs
Completion Period	9 Months
Pre-bid Meeting Date	25.09.2024
Due Date & Time for Submission of Tenders	30.09.2024 at 5:30 PM
Date of Opening of Technical Bid	01.10.2024
Defect liability Period	6 Months

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NOTICE INVITING TENDER (NIT)

1) General Instructions to Bidders

The Bidders are advised to carefully go through, read and understand this tender document completely including terms and conditions, Annexures and Appendices etc. before submitting bids.

- a) This NIT is not transferable under any circumstances.
- b) All entries in the NIT shall be in English either typed or written legibly. Erasing, over-writings and use of correction fluids are not permitted. All cancellations and insertions should be duly signed / attested by bidder concerned.
- c) All the corresponding documents shall be attached along with the quotation/offer
- d) Late and/or incomplete tender shall not be considered.
- e) Canvassing in any manner including unsolicited letters and request for post tender corrections shall render offers of such parties liable for rejection.
- f) Bidder shall ensure that all the information & documents submitted by them are true & correct.
- g) In case, it comes to the knowledge of AIFF that the bidder has submitted false information before awarding of contract then the offer would be rejected.
- h) In the event, it comes to the knowledge of AIFF that the successful bidder has submitted false information, subsequent to the award of contract, the contract shall be cancelled/short closed by the Employer and shall invoke risk purchase clause with liabilities on such bidder for the entire contract quantity. The Performance Bank Guarantee shall also be encashed as a result of consequence of breach of contract at the discretion of AIFF.
- i) In case any person/persons, Company, firm, Associations having any litigation, arbitration cases between themselves and AIFF, pending before any court of law/ Arbitrator shall not be eligible to participate in this tender.
- j) Non-compliance with any of the tender conditions, incomplete offers, conditional and ambiguous offers are not acceptable and liable for rejection.
- k) The bidder shall fill in all the required particulars in the blank space provided for the purpose in the tender document.
- l) Fax/email quotations are not acceptable.
- m) AIFF reserves the right to accept or reject all tenders or any tender in part or full without assigning any reasons thereto, which is final & binding on the Bidder.

This tender document is available on AIFF website <https://www.the-aiff.com/> for downloading and study of documents. However, potential bidders have to submit their bids hardcopy only.

Bidders willing to participate in the tender may contact through e-mail: legal@the-aiff.com for clarification etc.

1.1 Clarifications

A bidder requiring any technical / document clarification may obtain clarification during pre-bid meeting or may email to legal@the-aiff.com before tender closing.

2) Requisite of Bidders:

- a) Subject to provisions in the Tender Document, participation in this Tender Process is open to all bidders who fulfil the 'Eligibility' and 'Qualification Criteria'. Bidder should meet the following requirements.
- b) The bidder shall be any private, public, quasi-government, government organisation and must be registered company having valid GSTN, PAN ESI and EPF etc.,
- c) Bidder must fulfil the Qualification Criteria of this tender.
- d) Must Not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of aforesaid reasons.
- e) Bidder must not be declared ineligible/ blacklisted/ banned/ debarred by the Procuring Organization or its Ministry/ Department from participation in its Tender Processes.
- f) Bidder must not be convicted (within three years preceding the last date of bid submission) or stand declared ineligible/ suspended/ blacklisted/ banned/ debarred by appropriate agencies of public sector undertaking/Government of India from participation in Tender Processes of all of its entities, for:
 - offences involving moral turpitude in business dealings under the Prevention of Corruption Act, 1988 or any other law; and/or
 - offences under the criminal laws of India or any other law for causing any loss of life/ limbs/ property or endangering Public Health during the execution of a public procurement contract and/ or
 - suspected to be or of doubtful loyalty to the Country or a National Security risk as determined by appropriate agencies of the Government of India.
- g) Bidder must not have changed its name or created a new "Allied Firm", consequent to having declared ineligible/ suspended/ blacklisted/ banned/ debarred as above.
- h) Bidder must not have an association (as a bidder/ partner/ director/ employee in any capacity) of any retired personnel (of Gazetted Rank) or any retired Gazetted Officer of the Central or State Government or its Public-Sector Undertakings if such a retired person has not completed the cooling-off period of one year after his retirement. However, this shall not apply if such managers/ officers have obtained a waiver of the cooling-off period from their erstwhile organization.
- i) Bidder must not have an association of the near relations of executives of AIFF.
- j) Bidder must not have a conflict of interest, which substantially affects fair competition. The prices quoted should be competitive and without adopting any

unfair/unethical/anti-competitive means. No attempt should be made to induce any other bidder to submit or not to submit an offer for restricting competition.

3) Pre-Bid Meeting:

The bidder or his authorized representative with the authorization letter of the firm is invited to attend the Pre-Bid Meeting which will take place at All India Football House, Sector-19, Phase-1, Dwarka, New Delhi or virtually through an online meeting on the date & time as stated in the Tender.

The purpose of the Pre-Bid meeting will be to clarify issues related to the tender and to answer questions on any matter that may be raised at that stage.

Bidders are allowed to visit site, examine and obtain all information required and satisfy himself/herself before submission of the Tender. Ignorance of the site condition shall not be entertained by AIFF at a later date.

4) Submission of Bids:

Technical and Commercial bids shall be submitted to the AIFF office via mail/courier. Bidders are required to adhere to the submission guidelines as follows: :

a) Submission of Technical bid (without price):

- i. The Bidder should provide all the requisite technical documents along with respective supporting documents and other information deemed appropriate in respect of the Tender.
- ii. **The price details/commercial bid details should not be given in the technical bid.** If any of the bidders have given any price/commercial details in the technical bid, their offer is liable for rejection and will not be considered for further evaluation.
- iii. Technical Bid will be opened on date and time of bid opening and the commercial bids of those bidders whose technical bids are qualified (accepted) only will be opened for commercial evaluation after technical evaluation.

b) Submission of Commercial bid:

- i. Price Bid to be submitted through physical mode.
- ii. The Commercial Bids of those bidders whose technical bids are qualified (accepted) only will be opened for commercial evaluation.

5) Bid Opening

Bids received shall be opened at the specified date and time given in NIT or extended date and time. If the office is closed on the specified date of opening of the bids, the opening shall be done on the next working day.

6) Disclaimers and Rights of Procuring Entity

The issue of the Tender Document does not imply that the Procuring Entity is bound to select bid(s), and it reserves the right without assigning any reason to:

- a) Reject any or all of the Bids, or
- b) Cancel the tender process; or

- c) Abandon the procurement of the Services; or
- d) Issue another tender for identical or similar Services.

7) Qualification Criteria:

Bidders have to submit all supporting documents duly self- attested with seal along with the Tender for the following criteria failing which offer is liable for rejection.

i. Annual Turn Over: Average annual turnover during the last 3 years, ending March 31.03.2024, should be at least 30% of the approximate estimated amount. Profit & loss statement duly certified by chartered accountant with UDIN shall be considered for evaluation of turnover for the respective Financial Year. In case the audited statement for current Financial Year is not available, the bidder can submit provisional financial statement duly certified by chartered accountant is acceptable.

ii. Solvency: The solvency required will be 40% of the approximate estimated amount put to tender. The solvency certificate shall be obtained from a nationalized or scheduled bank in favour of the bidder and issued within a period of 12 months from the final date of submission of the tender.

Or

The Net Worth Certificate of minimum 10% of the Estimated Cost put to tender issued by the Chartered Accountant with UDIN.

iii. Experience: Experience of having successfully completed similar projects viz. Office Building, Commercial Complex, etc. during last 7 years ending last day of month previous to the one in which applications are invited shall be either of the following:

a) Three similar completed works each costing not less than an amount equal to 40% of estimated value mentioned against each work in the tender.

Or

b) Two similar completed works each costing not less than an amount equal to 50% of estimated value mentioned against each work in the tender.

Or

c) One similar completed works each costing not less than an amount equal to 80% of estimated value mentioned against each work in the tender.

Note:

- I. The experience certificate shall be considered only in the cases of completed works p.
- II. The work shall be completed as a whole. Partial value / completion shall not be considered.
- III. In case of works combined with civil, electrical and utility services, the experience in similar nature of work shall include civil as well as electrical and utility services.

- IV. In case of experience certificate obtained from organizations other than Government organisations/Public Sectors, the same shall be supported with TDS certificate by the Bidder.
- V. The meaning of “Similar work” for the purpose of tender is defined as civil works including electrical works. The agency should have executed industrial hangars along with electrical works in the qualifying works(s).
- VI. Work experience completed under JV / as a sub-contract shall not be considered for evaluation of experience criteria.
 - iv. In case of Tender invited work is combined with Civil and Electrical, the Agency shall have Valid license from statutory authority concerned shall be furnished for execution of specialized works including electrical works.
 - v. The Agency has to comply with the provisions of ESI & PF Laws. The Agency shall be required to indemnify AIFB for any liabilities arising on account of ESI & PF act as per the proforma in the tender document.
- vi. Registration certificate for GST No.

B. Documents to be submitted along with Tender:

- (i) Constitution, Legal Status and Power of Attorney in case of Pvt. Limited/Limited Companies.
- (ii) Copy of PAN card issued by Income Tax Authority and GST Registration Certificate.
- (iii) Details of ECS viz., Name of Bank, MICR No, Branch, Account No. where payments are to be credited.

C. Submission of EMD (Earnest Money Deposit):

EMD:

The bidders shall submit EMD along with their bids. The EMD/bid security shall be accepted in the form of Account Payee Demand Draft, Banker's Cheque or Exemption certificate (MSE) or Bank Guarantee from any of the commercial banks or online payment in an acceptable form.

The scanned image of EMD needs to be submitted with the technical bid and the original EMD shall be submitted to the address mentioned below by the last date of submission of the bid. The bid folders shall have the superscribing of the tender name & work description on envelope.

The EMD amount can be submitted in any one of following mode as detailed below:

- i. Earnest Money Deposit as specified to be furnished in the form of Demand Draft / Bankers cheque / Pay Order drawn in favour of “All India Football Federation” payable at New Delhi, from a Nationalized Bank / Scheduled Bank.
- VII. Bidder may do the NEFT/RTGS payment to the following bank details

Account Number: 02491450000680

Name: All India Football Federation

Bank: HDFC Bank

IFSC CODE: HDFC0000249

- i. Payment of EMD amount through Bank Guarantee: An irrevocable Bank Guarantee from a Scheduled Commercial Bank authorized by RBI to issue a Bank Guarantee in favour of the Purchaser as per format in Annexure-III having a validity period of bid validity + 45 days from the date of opening of Tender.
- ii. Bidders exempted from Earnest Money Deposit (EMD) shall submit exemption certificate from competent authority.

Note:

The Bidders who have not uploaded proof of EMD submission in any form mentioned above along with technical bid document before closing date & time of the tender will be liable for rejection.

General Instructions with regard to EMD:

- a) EMD submitted in any other form will not be accepted and the offer is liable to be rejected.
- b) EMD lesser than mentioned in tender will not be accepted and the quotation is liable to be rejected.
- c) EMD of technical disqualified bidder's will be returned.
- d) EMD of unsuccessful bidders will be returned after finalization of the contract and the EMD of successful bidder will be released after submission of Performance Bank Guarantee / Security Deposit.
- e) EMD does not carry any interest on return.
- f) EMD waiver is applicable for Micro and Small Enterprises (MSEs) registered with NSIC as per "Public Procurement Policy for Micro and Small Enterprises (MSEs) based on submission of necessary supporting documents like NSIC /MSME Registration Certificate etc. Non-submission of NSIC/MSME Registration for EMD (if applicable) will result in rejection of the Technical Bids

5.1 Forfeiture of Earnest Money Deposit (EMD):

The EMD shall be forfeited in the following cases:

- a) Any bidder who withdraws offer / modifies within the bid validity period or before finalization of the tender.
- b) If the successful bidder withdraws the offer after the tender is submitted/ post acceptance of the tender.

- c) if any firm withdraws the tender submitted or refuses to execute the order for reasons whatsoever If there is any breach of terms and conditions of the contract on part of the successful bidder after award of contract and before submission of Performance Bank Guarantee.
- d) If L-1 backs out for any reason, the EMD Amount will be forfeited by AIFF. Please do note that, failure of the successful Bidder to perform the work satisfactorily in any respect after award of Contract will entail for forfeiture of SECURITY DEPOSIT and encashing of Performance Bank Guarantee.

The Bidder is advised to carefully go through the terms & conditions of tender before submitting the tender.

Details of EMD online payment acknowledgements / documents of MSE / NSIC (firms claiming EMD waiver) & Integrity pact have to be uploaded in the technical BID and Original DD/Banker's cheque/exemption certificate has to be submitted to below mentioned address on or before tender closing date and time.

Note: Demand Draft / Bankers cheque / Pay Order /bank guarantee/exemption certificate should reach the above-mentioned address before 16.30 Hrs on the last/extended date of submission for tender, failing which tender will not be considered. Any postal delay or any other reasons what so ever may be will not be considered. The tender will be liable for rejection.

- D. Submission of Integrity Pact:** Bidders shall submit filled, signed & sealed Integrity Pact with the AIFF as per 'Format: Integrity Pact'. Bids without filled, signed & sealed Integrity Pact shall be liable for rejection. (Integrity Pact is applicable if the Estimated value is more than Rs. 1.00 Crore) Integrity pact shall be submitted with the technical bid .

The bidder / Bidder should upload duly signed & stamped **Integrity Pact** (if the tender value is more than or equal to Rs.1.00 crore) as per prescribed format (**APPENDIX- A**) on plain paper as part of technical bid.

The bidder should put their authorized signature in the Integrity pact as a Bidder / bidder with their company seal along with witness's signature, name & address. **The agreement shall be in full as per format enclosed on a plain A4 size paper duly signed & stamped on all pages.**

The Integrity Pact envisages an agreement between the prospective Bidders and the buyer committing the persons/officials of both the parties not to exercise any corrupt act on any aspect of the contract.

For the successful bidder, the Integrity Pact will remain valid up to 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded.

E. General Terms:

1. Bidders / agencies are subject to be disqualified, even after meeting the qualifying criteria in cases where misleading or false representations are made in the request, statements and attachments submitted in proof of qualification requirements including holding information and / or have record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures, requesting for claims not admissible under the contract conditions, etc.
2. Bid Documents duly filled & uploaded within the last date of submission as mentioned in the tender. The last date for receipt of Tender will not be extended & if any extension, it will be at AIFF discretion.

F. CLARIFICATION ON TECHNICAL BID EVALUATION.

1. During evaluation and comparison of bids, AIFF may, at its discretion, ask the bidder for clarifications on the bid. The request for clarification shall be given in writing through registered/speed post/email within the specified date. If the Bidders does not comply or respond by the specified date, his tender will be liable to be rejected. No change in prices or substance of the bid including specifications, shall be offered or permitted. No post-bid clarification at the initiative of the bidder shall be entertained.
2. AIFF also reserves right to seek confirmation/clarification from the issuer agency, on the supporting documents submitted by the bidder.

Note:

1. Corrigendum / addendum / amendments / clarification, etc., with respect to works, if any, shall be hosted in AIFF e-portal. Bidders are advised to visit AIFF e-portal regularly as no separate information/advertisement shall be published in the newspaper or no other communication in this regard including any postponement of tender closing date.

3. SCOPE OF WORK

A. Project Description

All India Football Federation (“AIFF”) having its principal office at Football House, Sector 19, Phase 1, Dwarka, New Delhi - 110075 is the National Governing Body of Football in India. It is a member of FIFA, the international governing body of football and affiliated to the Asian Football Confederation and South Asian Football Federation. The AIFF manages, sanctions, conducts, schedules and runs all national level football tournaments and leagues in India.

To meet the business requirements, AIFF intends to Design & Construct “**National Centre of Excellence in Football at Rajarhat, Kolkata**”

An area of around 500 sqm. (approx.) is proposed for Design & Construction of Office Building/Accommodation and other required facilities.

The work shall be executed on Design-Build Mode which includes Architectural, structural design & drawings, construction of office buildings/accommodation & structures for required related services and liaisoning work to facilitate AIFF for getting all local body clearances viz., obtaining commencement certificate, completion/occupancy certificate in accordance with the approved layout plan and architectural/structural drawings etc.

B. Scope of Work

- a. The scope of work relates to “Design & Construction of National Centre of Excellence in Football at Rajarhat, Kolkata”. The following works are to be considered in the scope of work:

1. Natural turf Football field with 115M x78M
2. Chain-link fence around the football field
3. Subsurface Drainage system for football field
4. Irrigation system (Fully Automatic Programmable) for football field
5. Construction of 34 Bedded Dormitory at first floor of the existing building

The work is to be executed on Design and Build Mode and provide services up to the expiry of the defect liability period after completion of work.

6. The bidder shall be provided with a Layout Plans of the proposed building, technical specifications and other details forming the part of bid documents. The Bidders shall prepare their detailed designs based on these drawings and documents and in conformity with the local Bye-laws. Any modification in the drawings, required to meet the conformance to the local bye laws, shall be done with the approval of AIFF.
7. The work is to be executed on Design Build Mode up to the expiry of the defect

liability period which shall include all activities for designing, execution, testing & commissioning and obtaining all required statutory approvals during different stages/ phases with respect to all the buildings, services and utilities complete as per requirements and directions of Engineer-In Charge (EIC). It shall include but not limited to the following:

- a. Conducting site surveys and soil investigations as per requirements.
- b. Preparation of Architectural & Services Design and Drawings of office building, accommodation, substation, Electrical maintenance, compressor room, toilet blocks, water sump, Overhead tank & drilling of borewells for supply of water to sump and overhead tank-OHT with all connected pipelines for supply of water , sanitary lines connecting to Sewage treatment plant, storm water drains connected to rain water harvesting pond, Electrical works, mechanical works, plumbing works, Fire & safety works, Detailed Designs of Services, external development, roads and pavements, landscaping, horticulture, signage's etc. complete as per requirements in line with drawings available in the bid document. It shall also include modifications, if any, required in the drawings to meet the conformance to the local bye laws and the same, shall be done with the approval of AIFF.
- c. Design of all Mechanical, Electrical, Plumbing (MEP services), other Services their integration and installation and commissioning.
- d. Planning, preparing drawing for internal services and execution of the same i.e. internal sanitary work, water supply work, drainage system etc. complete for the building including all pipes, its fittings, testing etc. complete as per approval.
- e. Obtaining mandatory approvals from local bodies/ statutory authorities, as required for commencement of construction of work.
- f. Obtaining proof checking of structural designs from any Government Institute, IITs, NITs, IISC.
- g. Execution of work with construction of building and services. This shall include supply of all required materials, construction, installation, testing and commissioning for operationalization of the building and services. This shall also include clearance of jungle, cutting of all existing trees as required, services and utilities including removal of debris and foundations of the existing structures including steel structure, concrete platforms, rail tracks, filling up to required levels and site formation etc., complete.
- h. Supervision of works with required quality assurance.
- i. Obtaining all required statutory approvals during different stages/ phases and after completion of the project.
- j. Obtaining Green Building Rating compliance.

- k. Services after completion and handing over in phases and up to the expiry of the defect liability period.
 - l. Any other services and utilities as per requirements and direction of Engineer-In-Charge for completion of the project.
 - m. All safety norms as per requirement to be ensured by the Bidder at site.
8. The bidder shall obtain all necessary approvals/ no objection certificates including pre-construction from other local bodies including Municipal bodies, Water supply agencies concerned, Electric Supply and inspectorate. Agencies concerned, Police and Security Agencies, Chief Controller of Explosives, Fire Department, Civil Aviation, Air Force Department, in accordance to prevailing rules, Building Bye-Laws, tree cutting/pruning etc., as the case may, but not limited to, related to/ required for Construction/Completion. All expenditure on this account will be borne by the bidder. These approvals shall include obtaining approval of all the competent authorities and other statutory bodies like Ministry of Environment and forests, State Pollution Control Board, civil aviation, railways and local development bodies etc. as applicable and necessary according to the local Acts, Laws, Regulations, etc. and make any changes desired by such authorities at no extra cost.
 9. Obtaining approval of the Architectural drawings from relevant local statutory body & Obtain Commencement Certificate from local bodies leading to commencement of construction of the project if required.
 10. Obtaining NOCs (No Objection Certificates) from Fire Department, Lift Inspector, Storm water drainage & sewerage department, Municipal Corporation/ Local Bodies, Civil Aviation, Railways, completion and/ or occupancy certificates etc. as required.
 11. Obtaining approval of electrical drawings from Central/ State Electrical Inspectorate, as applicable if required.
 12. Any other approval required from the appropriate Statutory Authorities/ Local Bodies.
 13. Compliance as per GRIHA norms and obtaining approval and certification for minimum 3 Star, Green Building Rating for specific buildings/blocks from GRIHA Council and EDGE Compliance etc. AIFF, may at the written request of the bidder, assist him in obtaining the approvals from relevant authorities. However, any such request by the bidder shall not bind the AIFF in any manner. The original documents of approval shall be submitted to AIFF.

4. INSTRUCTIONS TO BIDDERS

1. Bid Validity: The tender shall be valid for 180 days from the last date of submission of the tender. In case the day up to which the bids are to remain valid falls on/ subsequently declared a holiday or closed day for the Procuring Entity, the bid validity shall automatically be deemed to be extended up to the next working day. In exceptional circumstances, before the expiry of the original time limit, the Procuring Entity may request the bidders to extend the validity period for a specified additional period. The request and the bidders' responses shall be made in writing or electronically. A bidder may agree to or reject the request. A bidder who has agreed to the Procuring Entity's request for extension of bid validity, in no case, he shall be permitted to modify his bid.
2. AIFB shall not be bound to accept the lowest tender and reserves the right to reject any or all the Tenders without assigning any reason.
3. Late tenders and conditional tenders are liable to be rejected. The Employer does not bind itself to accept the lowest or any tender or give any reasons for not doing so.
4. The Bidders shall not be at liberty to withdraw or modify his tender or any terms and conditions thereof before the expiry of said period. Bidders are expected to clarify only such points as asked for specifically by the Purchasing Officer in writing. Any withdrawal or modification made within the said period constitutes breach of contract and the Bidder shall be liable for damages to the Employer in consequence thereof. He shall, in addition, forfeit to the Employer the EMD.
5. Supplier' means a person having been included in a contract as a Bidder and also means a firm or company with whom the order for supply/execution of work is placed and shall be deemed to include the supplier's successors, (approved by AIFB) representatives, heirs, executors and administrators. The supplier may also be referred to as the supplier, bidder or vendor.
6. Any tender which proposes any alterations to any of the conditions laid down or proposes any other conditions of any description whatsoever is liable to be rejected.
7. The following requirements shall be strictly complied with
 - a) The tender should be accompanied by a certified true copy of the power of attorney of the signatory of the documents to be uploaded online.
 - b) The drawing should be returned along with the tender documents if any.
 - c) Bidders shall ensure that their tender is up loaded well in advance before the time and date stipulated in the tender notification/documents.
8. The submission of a tender by a Bidder implies that he has read all the terms and condition of tender and has made himself aware of the scope and specifications of the work to be done and local conditions and other factor bearing on the execution of the work.

9. This instruction shall be deemed to form an integral part of the contract to be entered for this work.
10. Should a Bidder find discrepancies of omissions in the drawings or any of the tender documents or should be in doubt as to their meanings he should at once address the authority inviting the tender for clarification. Every endeavour is made to avoid any error which can materially affect the basis of the tender but the successful Bidder shall take upon himself to provide for the risk of any error which may be subsequently discovered and shall make no subsequent claim on account thereof.
11. The Bidder responsibility for this contract shall commence from the date of commencement mentioned in the work order which will be issued by the Engineer in- Charge after acceptance of work.
12. If the Bidder deliberately gives wrong information in his tender or creates conditions favourable for acceptance of his tender, the Accepting Officer reserves the right to reject such tender at any stage, forfeit the EMD, and take Administrative Action against the Bidder like non-issue of tenders etc., as deemed fit by the Accepting Officer.
13. The Bidder shall not increase their quoted rates in case the Accepting Officer negotiates for reduction in rates, such negotiations shall not amount to cancellation or withdrawal of the original offer and the rates originally quoted shall be binding on the Bidder.
14. In the event of a tender being submitted by a Partnership Firm, it is necessary to upload the Partnership Deed along with name of the authorized signatory to deal on this contract through a Power of Attorney by the other partners. The copy of the power of attorney along with the tender shall be uploaded.
15. All concrete shall generally conform to I.S. 456. Any concrete that does not conform to required strength shall be redone at the cost of bidder. Concrete cubes will be prepared by the bidder and same to be tested as per code of practice at the cost of Bidder as directed by Engineer- In-Charge.
16. Plank/Steel shuttering shall only be used as ordered by the Engineer-in-charge. The concrete shall be consolidated by Mechanical Vibrator, as directed by Engineer-in-charge.
17. Bailing out of rain water, if required during excavation, shall be the responsibility of the Bidder and no extra payment shall be allowed for bailing out of sub soil water.
18. Works shall be executed with the materials of Indian standards specifications of approved quality and manufacture and best workmanship.
19. The Agency should give an undertaking that they have not been blacklisted debarred from quoting by any Govt./PSU organizations in the last five years from the date of Tender Notice.
20. Manufactured Sand can be used in Civil Works including plastering works and subjected to every load should accompany with a NABL Test Report/trip shall be

accompanied with manufacturer's test certificate..

21. After price bid evaluation, the lowest tender has to submit the original documents for verification and for award of work if requested by AIFF. If the document submitted is found fake PEMD/EMD shall be forfeited and agency is liable for rejection and debarring minimum two years from quoting to AIFF.
22. In case of any increase/decrease in new taxes or introduction of new taxes by enactment of law by the State or Central Govt after the submission of the tender or during the tenure of contract, such increase/decrease in tax will be reimbursed to the extent applicable to that contract on production of proof of remittance.
23. The Bidder may use Ready Mixed Concrete (R.M.C) without claiming for any extra cost subjected to satisfying the following conditions. The agency which supplies R.M.C should be approved by AIFF . The R.M.C shall comply with the requirements of approved design mix and the quality plan for the same shall include the Supplier's certificate along with inspection of materials in the bins at the site of mixing by AIFF at the cost of Bidder.
24. Works comprising of concreting work exceeding 6 cum per day involving casting of flooring, roofing, columns Retaining wall and other RCC members may compulsorily be undertaken with ready mix concrete or as directed by Engineer-in-Charge.
25. Technically accepted and valid lowest offer [L1] including GST, all tax and duties is considered as successful bidder at the time of Commercial Bid Evaluation.

26. Procuring Entity - Rights and Disclaimers

a) The Procuring Entity

Bids are to be addressed to AIFF.. The contract may designate, as required, counterpart Contract Manager/ Civil Engineer-In-charge (or Contract Management Team); interim/ ultimate Beneficiaries of Services and Paying authority who shall discharge designated function during contract execution.

b) Right to Intellectual Property and confidentiality:

- I. The Tender Document and associated correspondence are subject to copyright laws and shall always remain the property of the Procuring Entity and must not be shared with third parties or reproduced, whether in whole or part, without the Procuring Entity's prior written consent.
- II. However, Bidders may share these to prepare and submit its bid with its employees, sub-Bidder(s), or holding Company. Bidders shall obtain from them an undertaking of confidentiality similar to that imposed on Bidder under this clause.
- III. This condition shall also apply to Bidders who do not submit a bid after are not awarded a contract in the process.
- IV. The obligation of the Bidders under sub-clauses above, however, shall not apply to information that:
 - a. now or hereafter is or enters the public domain through no fault of Bidder;

- b. is legally possessed by Bidder at the relevant time and was not previously obtained, directly or indirectly, from the Procuring Entity;
 - c. Otherwise lawfully becomes available to Bidder from a third party that has no obligation of confidentiality.
- V. The provisions of this clause shall survive completion or termination for whatever reason of the Tender Process or the contract.

c) Right to Reject any or all Bids

The Procuring Entity reserves its right to accept or reject any or all Bids, abandon/ cancel the Tender process, and issue another tender for the same or similar Goods at any time before the award of the contract. It would have no liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for such action(s).

d) Regarding Documents/ guidelines

The Tender Document, ensuing communications, and Contracts shall determine the legal and commercial relationship between the bidders/ Bidders and the Procuring Entity. No other Government or Procuring Entity's document/ guidelines/ Manuals including its Procurement Manual (for internal and official use of its officers), notwithstanding any mention thereof in the Tender Document, shall have any locus-standi in such a relationship. Therefore, such documents/ guidelines/ Manuals shall not be admissible in any legal or dispute resolution or grievance redressal proceedings.

e) Regarding Information Provided

Information contained in the Tender Document or subsequently provided to the Bidder(s) is on the terms and conditions set out in the Tender Document or subject to which that was provided. Similar terms apply to information provided verbally or in documentary or any other form, directly or indirectly, by the Procuring Entity or any of its employees or associated agencies.

f) Regarding Tender Document:

- I. The Tender Document does not purport to contain all the information Bidder(s) may require. It may not address the needs of all Bidders. They should conduct due diligence, investigation, and analysis, check the information's accuracy, reliability, and completeness, and obtain independent advice from appropriate sources. Information provided in the Tender Document to the Bidder(s) is on a wide range of matters, some of which may depend upon interpreting the law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Procuring Entity, its employees and other associated agencies accept no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.
- II. The Procuring Entity, its employees and other associated agencies make no representation or warranty for the accuracy, adequacy, correctness, completeness

or reliability, assessment, assumption, statement, or information in the Tender Document. They have no legal liability, whether resulting from negligence or otherwise, for any loss, damages, cost, or expense that may arise from/ incurred/ suffered howsoever caused to any person, including any Bidder, on such account.

g) Facilities to be Provided by the Procuring Entity

- I. Unless otherwise stipulated in the Tender Document, no facilities (including reference documents, medical facilities, rooms, furniture, transport, access to IT Services etc.) shall be provided by the Procuring Entity to Bidder at Site.
 - II. Unless otherwise stipulated in the Tender Document, The Procuring Entity may supply without any obligation to do so, to the Bidder part or whole of the quantity of the water and electricity required for the delivery of Services from the Procuring Entity's existing water/ electricity supply system at or near the site of Services on specified terms and conditions and on chargeable basis (unless specified otherwise), provided that the Bidder shall arrange, at his own expense, to effect the connections and lay additional pipe/ power lines and accessories on the site. Nevertheless, it shall be the responsibility of the Bidder to install adequate alternative arrangements to tide over outages in utilities or failure in supply by the Procuring Entity, and that the Bidder shall not be entitled to any compensation— nor shall this be a reason for the delay in delivery of Services.
 - III. If so, stipulated in the Tender Document, The Procuring Entity may hire to the Bidder non-key Equipment owned and spareable by Procuring Entity for use during execution of the Services on terms and conditions and on a chargeable basis as may be stipulated in the contract or a separate agreement for Hire of such equipment.
- 27.** Unless otherwise stipulated in the Tender Document, the currency of bid and payment shall be quoted by Bidder entirely in Indian Rupees. All payments shall be made in Indian Rupees only.

28. Corrigenda/ Addenda to Tender Document

Before the deadline for submitting bids, the Procuring Entity may update, amend, modify, or supplement the information, assessment or assumptions contained in the Tender Document by issuing corrigenda and addenda. The corrigenda and addenda shall be published in the same manner as the original Tender Document.. It is the bidders' responsibility to check the website(s) for any corrigenda/ addenda. Any corrigendum or addendum thus issued shall be considered a part of the Tender Document. To give reasonable time to the prospective bidders to take such corrigendum/ addendum into account in preparing their bids, the Procuring Entity may suitably extend the deadline for the bid submission, as necessary. After the procuring entity makes such modifications, any Bidder who has submitted his bid in response to the original invitation shall have the opportunity to either withdraw his bid or re-submit his bid superseding the original bid within the extended time of submission.

29. Clarification on the Tender Document

A Bidder may seek clarification of the Tender Document from Office/ Contact Person/Help Desk as mentioned in NIT, provided the clarifications are raised before the clarification end date mentioned in NIT (or if not mentioned, within 7 days before the deadline for the bid submission). The Procuring Entity shall respond within 5 working days of receipt of such a request for clarification. Any modification of the Tender Document that may become necessary due to the clarification shall be made by the Procuring Entity through an Addendum/ Corrigendum.

30.Preparation of Bids

a) The bid

I. Language of the bid

Unless otherwise stipulated in the Tender document, the bid submitted by Bidder and all subsequent correspondence and documents relating to the bid exchanged between Bidder and the Procuring Entity shall be written in English. However, the language of any printed literature furnished by Bidder in connection with its bid may be written in any other language provided a translation accompanies the same in the bid language. For purposes of interpretation of the bid, translation in the language of the bid shall prevail.

II. Acquaintance with Local Conditions and Factors

The Bidder, at his own cost, responsibility, and risk, is encouraged to visit, examine, and familiarise himself with all the site/ local conditions and factors. The Bidder acknowledges that before the submission of the bid, he has, after a complete and careful examination, made an independent evaluation of the Site/local conditions, infrastructure, logistics, communications, the legal, environmental, and any other conditions or factors, which would have any effect on the performance of the contract. Bidders shall themselves be responsible for compliance with Rules, Regulations, Laws and Acts in force from time-to- time at relevant places. On such matters, the Procuring Entity shall have no responsibility and shall not entertain any request from the bidders in these regards.

III. Cost of Bidding

The Bidder(s) shall bear all direct or consequential costs, losses and expenditure associated with or relating to the preparation, submission, and subsequent processing of their Bids, including but not limited to preparation, copying, postage, delivery fees, expenses associated with any submission of samples, demonstrations, or presentations which the Procuring Entity may require, or any other costs incurred in connection with or relating to their Bids. All such costs, losses and expenses shall remain with the Bidder(s), and the Procuring Entity shall not be liable in any manner whatsoever for the same or any other costs, losses and expenses incurred by a Bidder(s) for participation in the Tender Process, regardless of the conduct or outcome of the Tender process.

IV. Interpretation of Provisions of the Tender Document

The provisions in the Tender Document must be interpreted in the context in which these appear. Any interpretation of these provisions far removed from such context or other contrived or between-the-lines interpretation is unacceptable.

V. Alternate Bids not allowed.

Unless otherwise stipulated in the NIT/ Tender document, conditional offers, alternative offers, multiple bids by a bidder shall not be considered. The Portal shall permit only one bid to be uploaded.

31. General:

- i. AIFF reserves right to reject the tender due to unsatisfactory past performance in the execution of a contract at any of AIFF projects / units.
- ii. Bidders participating in the tender should declare in their offer that whether they have been black-listed / kept on hold for a specified period / given Business holiday for a specified period by any public sector undertaking or Government departments. The reasons for such action with details and the current status of such hold shall be furnished to AIFF.
- iii. In case any person/persons, Company, firm, Associations having any litigations, arbitration cases between themselves and AIFF, pending before the Court / Arbitrator or initiated litigations/arbitrations in connection with any contract / tender issued by AIFF and any Bidder has defaulted against the AIFF's orders, they are not eligible to participate in this tender.
- iv. AIFF may decide to scrap the tender/refloat the tender without assigning any reasons thereof before LOI/PO is committed. AIFF reserves the right to accept, split, divide, negotiate, cancel or reject any tender or reject all tenders at any time prior to the award of the contract without incurring any liability to the affected Bidders or any obligation to inform affected Bidder, the grounds of such action.
- v. AIFF reserves the right to verify, in its sole discretion, any information given by the bidders independently through any third-party agencies. During this process, if it is found that any of the information given by the bidder is false / misleading, offers of such bidders would be outrightly rejected.
- vi. AIFF also reserves the right to independently assess the capability and capacity of the bidder for execution of the order/contract. AIFF's decision on any matter regarding short listing of bidders shall be final.
- vii. The Tender / Notice Inviting Tender is not an offer or a contract.
- viii. Bidders will not be compensated or reimbursed for the costs incurred in preparing Proposals. Proposals shall become AIFF property.
- ix. AIFF's decision is final for Evaluation of the offers.
- x. Refer AIFF Purchase Manual (can be accessed in AIFF website <https://www.the->

aiff.com/) for Important terms and conditions of tender and General Terms & conditions applicable to contracts & purchase orders refer General Terms & Conditions

5. GENERAL CONDITIONS OF CONTRACT (GCC)

1. DEFINITIONS & CONDITIONS OF CONTRACT:

1.1 Contract: The contract means all the documents forming part of the tender and acceptance thereof and the formal agreement executed between AIFF and the Bidder, together with the entire contents of these documents viz.,

- a. Notice inviting Tender (NIT)/ Invitation to Bid (ITB).
- b. SRM- Supplier Relationship Management
- c. BOQ- Bill of Quantities
- d. GTC- General Terms and Conditions
- e. SG – Standard Gauge, BG – Broad gauge of rail tracks.
- f. Instructions to Bidders.
- g. Technical Specifications & Particulars of specifications, Bill of Quantities.
- h. Tender Drawings.
- i. Price Bid.
- j. Contract Agreement.
- k. General Conditions of Contract as per standard form.
- l. Special Conditions of Contract.
- m. Any Clarifications/Amendments/Addendum issued before submission of tender.
- n. Acceptance Letter by the Accepting Officer and Work Order by Officer-in-Charge and any correspondence that has taken place between the Bidder and AIFF from the time the tender is submitted till the acceptance is communicated.
- o. Final Deviation Order signed by AIFF & the Bidder.
- p. Mutually agreed amendment/s executed by Parties.

All the above documents taken together shall be deemed to form one contract and shall be complementary to one another.

1.2 In the contract, the following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them: -

- I. The expression “Works” or “Work”, shall unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the Works by or by virtue of the Contract contracted to be executed whether temporary or permanent and whether original, altered, substituted or additional.
- II. “WORKS SITE” and “SITE OF WORKS”/” SITE”, shall mean the extent of land which the company places at the disposal of the Bidder or provides access to, from time to time for the purpose of executing the contract Works. In other words, the site shall mean the land, places on, into or where Work is to be executed under the Contract or any adjacent land, path or street or where Work is to be executed under the Contract or any adjacent land, path or street which may be temporarily permitted to

be used for the purpose of carrying out the Contract.

- III. "BIDDER", shall mean the individual, partnership firm, LLP or company undertaking the Works and shall include the legal / personal representative of such individual or the persons composing such firm or LLP or company, or the successors / administrators of such firm or LLP company and the permitted assignees of such individual, firm or company.
- IV. "BIDDER OR TENDERER", shall means the person, firm, LLP or company submitting a tender (bid) against the invitation to Tender(bid) and includes his/its/their staff, consultants, parent and associate and subsidiary companies, agents, consortium and joint venture partners, sub-Bidders and suppliers, heirs, executors, administrators, representatives, successors.
- V. "BIDDER'S REPRESENTATIVE", shall mean the person responsible for execution of the contract who shall be so declared by the Bidder and who shall be authorised under a duly executed power of attorney to comply with the instructions. He shall be capable of taking responsibility for proper execution of Works.
- VI. "SUB-BIDDER", shall mean the individual, firm, LLP, Company, Corporation to whom any part of the Work has been sub-contracted by the Bidder and shall include his heirs, his executors, administrators, successors, legal representatives, as the case may be.
- VII. "ENGINEER", "ENGINEER-IN-CHARGE(EIC)", "OFFICER-IN-CHARGE (OIC)", "PROJECT IN CHARGE(PIC)", shall mean the Engineer / Representatives of AIFF who shall supervise and be in charge of the Work or as may be notified at the time of Tender or issuance of Letter of Acceptance.
- VIII. "CONSULTANTS", "ARCHITECTS" and "CONSULTING ENGINEERS", means third party consultants/professionals appointed by AIFF for the specific project, including the consultant's representative.
- IX. "ACCEPTING OFFICER", Authorized officer who accept the contract and under whose authority acceptance letter is issued.
- X. "EMPLOYER", "AIFF", "CLIENT", SHALL MEAN "AIFF".
- XI. "TENDERED VALUE" Shall mean the value of the entire Work as stipulated in NIT (Notice Inviting Tender) at estimated value.
- XII. "THE DATE OF COMMENCEMENT OF WORK", The date of commencement of Work shall be the date of start as specified in acceptance letter or the first date of handing over of the site, whichever is later, in accordance with the phasing if any, as indicated in the tender document.
- XIII. "THE ACTUAL DATE OF COMPLETION OF WORK", shall mean the date mentioned in the Completion Certificate issued by AIFF.
- XIV. "GST", shall mean Goods and Service Tax - Central, State and Inter State.
- XV. "ORIGINAL CONTRACT VALUE/ Contract sum", shell mean the sum stated in the Letter of Acceptance/Contract Agreement.
- XVI. "LETTER OF ACCEPTANCE (LOA)", shall mean the letter from the Accepting

Authority to the Bidder, conveying acceptance of the Tender. Legally communication of acceptance of offer is considered complete as soon as it is submitted to Postal authorities/ Email.

- XVII. "DRAWINGS", shall mean the plans, sections, elevations and details of Works annexed to tender document and such further drawings as the Engineer may issue from time to time, during the progress of Works and shall include tracings and photographic prints.
- XVIII. "SCHEDULE BANK", shall mean a bank included in the second Schedule to the Reserve Bank of India Act 1934, or modification there to
- XIX. "TENDER OR BID", shall mean the offer (Technical and/or Financial) made by individual, firm, LLP, Company or corporation for the execution of the Works.
- XX. "BILL OF QUANTITIES(BOQ)", is a description showing items of work with detailed specification/s and their respective estimated quantities, based on which the Bidder is required to quote.
- XXI. "SPECIAL NATURE OF WORK", shall mean any Work(s) or part thereof for which Defect Liability Period is more than One year as indicated in the BOQ.

1.3 "CONTRACT AGREEMENT/AGREEMENT", shall means the agreement between the parties as per the format provided.

1.4 Interpretations:

- I. Where the context so requires, words imparting the singular only also include the plural and vice versa. Any reference made to masculine gender includes all genders, as the context may require.
- II. Headings and Marginal notes to these General Conditions of Contract shall not be deemed to form part thereof or be taken into consideration in the interpretation or construction thereof or of the contract.

1.5 WORKS TO BE CARRIED OUT:

The Work to be carried out under the Contract shall, except as otherwise provided in these conditions, include all labourers, materials, tools, plants, equipment, transport, etc. which may be required in preparation of and for and in the full and entire execution and completion of the Works. The descriptions given in the Bill of Quantities shall, unless otherwise stated, be held to include wastage on materials, carriage and cartage, carrying and return of empties, hoisting, setting, fitting and fixing in position and all other labour necessary in and for the full and entire execution and completion of the Work as aforesaid in accordance with good practice and recognized principles.

1.6 SUFFICIENCY OF TENDER:

- a) The Bidder shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the Works and of the rates and prices quoted in the Bill of Quantities, which rates and prices shall, except as otherwise provided, cover all his obligations under the contract and all matters and things necessary for the proper completion and maintenance of the Works, including the Site conditions.

- b) Quoted rates shall also include the following:
 - i) Working hours as per factory timings.
 - ii) Movement of men, material and stacking all as per conditions of contract and as directed by the OIC/EIC.
 - iii) Removing of surplus materials and stacking all as per conditions of contract and as directed by the OIC/EIC.
 - iv) Shall be for Work on all floors and heights unless otherwise specifically sought by AIFF in tender documents.

1.7 DISCREPANCIES, ADJUSTMENT OF ERRORS AND ORDER OF PRECEDENCE:

The several documents forming the Contract are to be taken as mutually explanatory of one another; detailed drawings being followed in preference to small scale drawing and figured dimensions in preference to scale. If any contradictions are observed in different components of the tender, the following precedence shall be observed:

- i. Mutually agreed amendment/s executed by Parties.
- ii. Final Deviation Order signed by AIFF & the Bidder
- iii. Acceptance Letter by the Accepting Officer and Site handing over letter (workorder) by Officer-in-Charge.
- iv. Any written clarifications issued by OIC/EIC after submission of tender.
- v. Any Clarifications/Amendments/Addendum issued before submission of tender.
- vi. Notice inviting Tender (NIT)/ Invitation to Bid (ITB)
- vii. Instructions to Bidders.
- viii. Contract Agreement.
- ix. Price Bid / BOQ.
- x. Technical Specifications & Particulars of specifications.
- xi. Tender Drawings.
- xii. Special Conditions of Contract.
- xiii. General Conditions of Contract, as per standard form.

Note:

1. If there are varying or conflicting provisions made in any one document forming part of the Contract, the PIC/OIC/EIC shall be sole deciding authority with regard to the intention of the document and his decision in this respect shall be final and binding on the Bidder.

1.8 In the event of any error in the description or in the quantity in Price bid or any omission there from shall not vitiate the Bidder or release the Bidder from the execution of whole or any part of contract comprised there in according to the

drawings and specifications, or from any of his obligations under the contract.

1.9 SIGNING OF CONTRACT:

- A) Bidder on receipt of Purchase order/Work order, shall submit the signed copy of same accepted in all respect within seven days from date of Purchase order/Work order to PIC/OIC/EIC. Further, Bidder, shall submit agreement on a non-judicial stamp paper of suitable value in a prescribed format provided in the tender within 30 days from the date of Acceptance Further, no payment for the Work done will be made unless contract is signed by the Bidder.

Bidder shall sign the contract consisting of: -

- i. Formal contract agreement on a non-judicial stamp paper in a prescribed format provided in the tender.
 - ii. The Notice inviting tender (NIT), all the documents including drawings, if any, forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.
 - iii. All Standard forms mentioned in the tender document consisting of
 - (a) Various standard clauses with corrections up to opening date of tender along with annexure thereto.
 - (b) Safety Code mentioned in the tender.
- B) Any Agreement, Bank Guarantee, any Hypothecation deed etc. required to be executed under this Contract shall be submitted by the Bidder with proper stamp duty as per the Formats enclosed respectively. However, the Accepting Officer shall have the rights to alter, modify, delete any content in such formats as deemed fit by him.

1.10 LANGUAGE OF CONTRACT & MODE OF CORRESPONDENCE

a. Language of Contract:

The Contract document shall be drawn up in English. All certificates, notices, written orders or letters, to be given by the AIFF or the PIC/OIC/EIC to the Bidder, shall be deemed to have been served, if the same are delivered to the Bidder or his Authorised Representative, or delivered or left at or posted by speed post /registered post to the given address of the Bidder or Bidder's registered office or principal place of business and essentially delivering the same by e-mail duly attached with scanned copy of such certificates, notices, written orders or letters and Proof of Dispatch (POD). Such documents shall be deemed to have been received on the day they are left or delivered, or in the case of postal transmission, on the day they would ordinarily have reached but not exceeding 7 days from the date of posting inclusive of day of posting, in any case.

b. Address for communication:

The Bidder shall furnish his postal address/ registered office address which shall

also include e-mail address for communication.

c. Change of Address:

Either party may change the nominated address by prior written notice to the other party. However, either party shall not change their email address during currency of the contract without obtaining prior consent from the PIC/OIC/EIC.

1.11 LAWS GOVERNING THE CONTRACT:

The contract shall be governed by the laws in force in India, and the State of West Bengal and/or State of NCT Delhi, to the extent they may apply.

1.12 HANDING OVER OF SITE FOR COMMENCEMENT OF WORK:

The Bidder having signed the contract, the PIC/OIC/EIC will forthwith give him notice to commence the Work by issuing Work order mentioning handing over of Site and the Bidder shall upon receipt of such notice commence the works and carry them on at such point or points and in such portions as directed by PIC/OIC/EIC from time to time. Work shall start on priority basis as per AIFF requirement/notification. However, if any portion of site is not made available by AIFF for any reason whatsoever no claim on account of this towards compensation or otherwise will be entertained. The handing over of Site for carrying on the Works shall not confer any right over work site except temporary possession only for the purpose of the Works under the Contract.

2. SECURITY DEPOSIT

- a. The successful Bidder shall be required to furnish security deposit for the fulfilment of contract and the amount shall be 10% of the value of the contract, to be paid by the Bidder. No waiver can be allowed in this regard. Such security deposit shall not entail any interest payment on refund.
- b) The Bidder shall choose any one of the following options for payment of security deposit in writing as under:
 - i. The Bidder shall within 30 days of acceptance of the contract deposit, the difference between Earnest Money and full Security Deposit by Demand Draft/Banker's cheque drawn on any of the commercial bank made in favour of Employer. PEMD held with AIFF cannot be considered for such adjustment in the Security Deposit payable by the Bidder.
 - ii. Security Deposit amount shall be deducted from the running bills of the Bidder at the rate of 10% or higher of the gross value of each bill. However, the entire security deposit amount shall be deducted before completion of 90% of work.
 - iii. Performance bank guarantee shall be submitted within 30 days of acceptance of the contract and Bank guarantee drawn on any of the commercial bank made as format enclosed in the NIT and it should remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the Bidder, including Defect

Liability Period (DLP).

- c) The above deposit shall be held by the Employer as security for the satisfactory performance of the contract. All compensations or other sums or money payable by the Bidder to the Company under the terms and conditions of this contract shall be deducted from this security deposit or from any other sums that shall be due, or shall become due to the Bidder by the Company on any account whatsoever and in the event of the security deposit being reduced by reasons of any such deductions the Bidder shall within ten days thereafter make good these deductions.

2.1 Claims of performance guarantee/Security Deposit:

AIFF shall have full rights whatsoever to encash any bank guarantee submitted under this Contract at any time during the validity of the guarantee and the Bidder shall have no right or claim whatsoever in the matter of encashment of the bank guarantee amount by AIFF and any disputes/ claim whatsoever in this regard shall only be settled by means of Dispute Resolution as provided for in contract and the decision of AIFF as to what amount is due to AIFF from the said bank against the guarantee and as to Bidder has committed breach of contract or not, shall be final and binding on the guarantor-bank and the Bidder shall have no right to interfere with the same and the bank shall have full rights in terms of the guarantee to make immediate payments against the bank guarantee to AIFF without the Bidders consent and without referring the matter to the Bidder.

Notwithstanding the above and in addition thereto,

AIFF shall make a claim under the performance guarantee (notwithstanding and/or without prejudice to any other provisions in the Contract Agreement) in the event of:

- i. Failure by the Bidder to pay AIFF any amount due, either as agreed by the Bidder or determined under any of the Clauses/Conditions of the agreement, within 30 days of the service of notice to this effect by OIC/EIC.
- ii. AIFF on expiry of the contract, shall retain such portion of the said bank guarantee as may be considered sufficient to cover any incorrect or excess payments made on the bills to the Bidder, until the final audit report on the account of Bidder's bill has been received and examined.
- ii. In the event of the contract being determined or rescinded under provision of any of the Clause/Condition of the contract, the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of the AIFF.

2.2 REFUND OF SECURITY DEPOSIT:

- a) The above deposit, as the name itself signifies, shall be held as Security for performance of the contract. One half of the Security Deposit i.e., 50% shall be refunded to the Bidder on completion of the contract based on the recommendations of the Chief Engineer in writing that the work has been physically completed in all respects.
- b) The balance 50% of the security deposit shall be refunded to the Bidder on written demand from the Bidder after the expiry of the DEFECT LIABILITY PERIOD or on

payment of final bill whichever is later, with the recommendation of the Chief Engineer, provided the Chief Engineer is satisfied that there are no dues outstanding against the Bidder.

If the Security Deposit is in the form of Bank Guarantee, on completion of the contract, the Bidder can give a fresh Bank Guarantee for 50% of the total security value for a period required by AIFF and the original Bank Guarantee shall be returned thereafter on written demand from the Bidder and shall be released subject to rectifying all defects noticed during the defect liability period indicated by AIFF.

- c) Any refund of security deposit shall be made only with the recommendation of the Chief Engineer.

3. LIQUIDATED DAMAGES FOR DELAY IN COMPLETION OF WORKS:

- a) In case the Bidder fails to complete the works and clear the site on or before the stipulated time mentioned in the Work order he shall without prejudice to any other right or remedy of the Employer in this behalf pay, as agreed Liquidated Damages and not as penalty, pay sum equal to 0.5% of the Contract sum (excluding non-tendered/extra items, if any) for every week's delay subject to maximum of 10% of the total final bill value of the Contract.
- b) Liquidated Damages shall be applicable in the following cases:
 - i. Where the Bidder fails to complete the work within the stipulated time;
 - ii. Where the extension of time is granted with levy of LD;
 - iii. Where extension of time is granted without levy of LD but the Bidder has failed to complete the work within the extended period.
- c) The amount of Liquidated Damages shall be adjusted or set off against any sum payable to the Bidder under this or any other contract/s awarded by the Employer.
- d) In case where the contract is subjected to levy of LD, the Chief Engineer shall be the authorised person to issue 'Work Completion Certificate', which shall be final and binding the Employer as well as the Bidder concerned.

4. EXTENSION OF TIME:

The time allowed for execution of the Works as specified in the tender document or the extended time in accordance with these conditions shall be the essence of the contract. The execution of the Work shall commence from such time period as mentioned in Tender/PO or from the date of handing over of the site, notified by the OIC/EIC, whichever is later. If the Bidder commits default in commencing the execution of the Work as aforesaid, the performance guarantee shall be forfeited by AIFF and shall be absolutely at the disposal of the AIFF without prejudice to any other right or remedy available in law

4.1 As soon as possible but within 7 (seven) Working days of award of Work and in consideration of

- (a) Schedule of handing over of site as specified in Work order.

(b) Schedule of issue of designs/Drawings as specified in Work order.

- i. The Bidder shall submit a Time and Progress Chart for each mile stone. The OIC / EIC may within 7 (seven) Working days thereafter, if required modify, and communicate the program approved to the Bidder failing which the program submitted by the Bidder shall be deemed to be approved by the Officer -in Charge. The Work programme shall include all details of balance drawings and decisions required to complete the contract with specific dates by which these details are required by Bidder without causing any delay in execution of the Work. The chart shall be prepared in direct relation to the time stated in the contract documents for completion of items of the Works. It shall indicate the forecast of the dates of commencement and completion of various trades of sections of the Work and may be amended as necessary by agreement between the OIC/EIC and the Bidder within the limitations of time imposed in the Contract documents
- ii. In case of non-submission of construction programme by the Bidder, the program approved by the OIC/EIC shall be deemed to be final and binding on the Bidder.
- iii. The approval by the OIC/EIC of such programme shall not relieve the Bidder of any of the obligations under the contract.
- iv. The Bidder shall submit the Time and Progress Chart and progress report using the mutually agreed software or in other format decided by OIC/EIC for the Work done during previous month to the Officer-incharge on or before 5th day of each month. This shall also indicate the equipment & manpower schedule. Bidder shall maintain hindrance register at site wherein details of physical hindrances are recorded and it shall be attested by the Engineer-in-charge or his authorized representative at site, as and when the hindrances have occurred.

4.2 If the Work(s) be delayed by:

- i. Force majeure Clause as defined in NIT, or
- ii. Serious loss or damage caused by fire to the Works, or
- iii. Civil commotion, local commotion of workmen, strike or lockout, affecting any of the trades employed on the Work (by reason not attributable to Bidder), or
- iv. Delay on the part of other Bidders or trades men engaged by AIFF in executing Work not forming part of the contract, or
- v. Any other cause like above which, in the reasoned opinion of the AIFF is beyond the Bidder's control then upon the happening of any such event causing delay, the Bidder shall immediately give notice thereof in writing to the OIC/EIC but shall nevertheless use constantly his best endeavours to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the AIFF to proceed with the Works. It is made clear that local commotion, strike or lock-out, etc. of personnel of Bidder or its Sub-Bidder shall not entitle any relief to the Bidder.

The Bidder shall have no claim of damages for extension of time granted or rescheduling of milestone/s for events listed in 4.2.

4.3 In case the Work is hindered by the AIFF or for any reason / event, for which the AIFF is responsible, AIFF, if justified, give a fair and reasonable extension of time and reschedule the milestone/s for completion of Work. Such extension of time or rescheduling of milestone/s shall be without prejudice to any other right or remedy

of the parties in contract or in law; provided further that for concurrent delays under this sub clause and sub clause (4.2) to the extent the delay is covered under sub clause (4.2) the Bidder shall be entitled to only extension of time and no damages

- 4.4** Request for rescheduling of Milestones or extension of time, to be eligible for consideration, shall be made by the Bidder in writing for seeking rescheduling of milestones or extension of time to the OIC/EIC, not later than 14 days of the Scheduled date of Completion. The Bidder shall indicate in such a request the period by which rescheduling of milestone/s or extension of time is desired. With every request for rescheduling of milestones, or if at any time the actual progress of Work falls behind the approved programme by more than 10% of the stipulated period of completion of contract, the Bidder shall produce a revised programme which shall include all details of pending drawings and decisions required to complete the contract and also the target dates by which these details should be available without causing any delay in execution of the Work.

In any such case the AIFF may give a fair and reasonable extension of time for completion of Work or reschedule the milestones. OIC/EIC shall finalize/ reschedule a particular milestone before taking an action against subsequent mile stone. Such extension or rescheduling of the milestones shall be communicated to the Bidder by the OIC/EIC in writing, within 21 days of the date of receipt of such request from the Bidder in prescribed form. In event of non-application by the Bidder for extension of time OIC/ EIC after affording opportunity to the Bidder, may give, supported with a programme (as specified under 4.4 above), a fair and reasonable extension within a reasonable period of occurrence of the event. Any or all such extension/s, if any, shall be deemed to have been granted under paragraph 3 of Section 55 of the Indian Contract Act, 1872 with right to claim LD, if intended. Bidder shall be required to continue the Works till the decision regarding extension of time is communicated by OIC/EIC. In case the Work is delayed by any reasons, in the opinion of the OIC/EIC, by the Bidder for reasons beyond the events mentioned in Clause 4.2 or Clause 4.3 or Clause 4.4 and beyond the justified extended date; without prejudice to right to take action, AIFF may grant extension of time required for completion of Work without rescheduling of milestones. The Bidder shall be liable for levy of liquidated damages for delay for such extension of time.

For all contracts awarded, time is the essence of the contract. The Bidder is bound to complete the work within the stipulated time. The Chief Engineer has to assess the delay arising out of default of the Bidder. Where the delay is due to default of the Bidder, and if there is no financial loss due to such delay, the Chief Engineer can recommend for grant of extension of time by the same authority who accepted the tender/awarded the contract, subject to recording the reasons for granting such extension of time.

5. MEASUREMENT BOOK(MB)

- i. OIC/EIC shall, except as otherwise provided, ascertain and determine by measurement the value of Work done in accordance with the contract.
- ii. All measurements of all items having financial value shall be entered by the Bidder

and compiled in the measurement Book as per the format so that a complete record is obtained of all the items of Works performed under the contract.

- iii. All such measurements and levels recorded by the Bidder or his authorized representative along with AIFF authorized representative from time to time, during the progress of the Work, shall be got checked by the Bidder from the OIC/EIC as per interval or program fixed in consultation with Officer-in-Charge or his authorized representative. After the necessary corrections made by the OIC/EIC, the measurement sheets shall be returned to the Bidder for incorporating the corrections and for resubmission to the OIC/EIC for the dated signatures by the OIC/EIC and the Bidder or their representatives in token of their acceptance.
- iv. Whenever bill is due for payment, the Bidder would initially submit draft measurement sheets after joint measurement and these measurements would be got checked/test checked from the OIC/ EIC.
- v. The Bidder shall, thereafter, incorporate such changes as may be done during these checks/test checks in his draft measurements, and submit to the AIFF a measurement book, duly bound. The OIC/EIC and/or his authorized representative would thereafter check this MB, and record the necessary certificates for their checks/test checks.
- vi. The final, fair measurement book given by the Bidder, duly bound should be 100% correct, and no cutting or over-writing in the measurements would thereafter be allowed. If at all any error is noticed, the Bidder shall have to submit a fresh MB and bound, after getting the earlier MB cancelled by the OIC/EIC. The Bidder shall submit two spare copies of such MB's for the purpose of reference and record of AIFF.
- vii. The Bidder shall also submit to the OIC/EIC separately his abstract of cost and the bill based on these measurements, duly bound along with two spare copies of the bill. Thereafter, this bill will be processed for payment.
- viii. The Bidder shall, without extra charge, provide all assistance with every appliance, labour and other things necessary for checking of measurements/levels by the OIC/EIC or his representative.
- ix. Except where any general or detailed description of the Work expressly shows to the contrary, measurements shall be taken in accordance with the procedure set forth in the specifications notwithstanding any provision in the relevant standard method of measurement or any general or local custom. In the case of items which are not covered by specifications, measurements shall be taken in accordance with the relevant standard method of measurement issued by the Bureau of Indian Standards and if for any item no such standard is available then a mutually agreed method shall be followed.
- x. The Bidder shall give not less than seven days' notice to the Officer-in Charge or his authorized representative in charge of the Work before covering up or otherwise placing beyond the reach of checking and/or test checking the measurement of any Work in order that the same may be checked and/or test checked and correct dimensions thereof be taken before the same is covered up or placed beyond the reach of checking and/or test checking measurement and shall not cover up and place beyond reach of measurement any Work without consent in writing of the

Officer-in-Charge or his authorized representative in charge of the Work who shall within the aforesaid period of seven days inspect the Work, and if any Work shall be covered up or placed beyond the reach of checking and/or test checking measurements without such notice having been given or the Officer-in-Charge's consent being obtained in writing the same shall be uncovered at the Bidder's expense, or in default thereof no payment or allowance shall be made for such Work or the materials with which the same was executed.

- xi. The payments to Bidders for the Work done or other services rendered are made on the basis of measurement recorded in the measurement book.
- xii. The measurement book is the basis of all accounts of quantities of Work done by Bidder. It should be so written that the transactions are readily traceable.
- xiii. OIC/EIC or his authorized representative may cause either themselves or through another officer of the department to check the measurements recorded by Bidder and all provisions stipulated herein above shall be applicable to such checking of measurements or levels.

It is also a term of this contract that checking and/or test checking the measurements of any item of Work in the measurement book and/or its payment in the interim, on account of final bill shall not be considered as conclusive evidence as to the sufficiency of any Work or material to which it relates nor shall it relieve the Bidder from liabilities from any over measurement or defects noticed till completion of the defects liability period.

6. RAR (RUNNING ACCOUNT REMITTANCE) BILLS PAYMENT

- i. RAR bills can be processed as and when Bidder submits the bill and subject to maximum of two bills in a month. Bidder shall claim RAR Bill indicating the quantities of Work done/executed and rates adopted. The quantities billed shall be as per the joint measurement taken at site along with the representative of OIC/EIC duly certified from OIC/EIC. Following documents shall be submitted by the Bidder along with each RAR Bill:
 - a. Delivery challan /Private property form (PP form) for the materials incorporated in the Work for which bill is submitted for payment.
 - b. Purchase cash memo / Proforma Invoice as applicable for major items incorporated in the Work.
 - c. Wage certificate for proper payment to the labourers as per labour laws.
 - d. Compliance of statutory payments as per law for the labourers/ Workers engaged such as ESI, PF remittance challans etc.
 - e. Test certificates for various materials wherever required as decided by EIC.
 - f. Laboratory Test certificates if carried out during the period of billing from NABL accredited laboratory to ensure the quality as per the contract specification / standards specified.
 - g. The theoretical consumption of cement, re-conciliation statement of reinforcement and Structural Steel statements, RMC statement must be enclosed along with each

bill for civil Works.

- h. RAR Bill shall not be considered having been submitted by the Bidder unless it is in the manner and accompanied by documents as set forth above.
- ii. On submission of RAR bills by Bidder to the OIC/EIC, 75% of the RAR Bill value shall be released within Ten (10) working days after technical scrutiny which shall involve consideration of:
 - a. Value of Work executed after deducting all previous running accounts payments already paid.
 - b. Cost of stores issued by AIFF if any.
 - c. Charges for electricity and water supplied by AIFF if any.
 - d. Balance mobilization advance with interest recoverable from the Bidder, if any; and
 - e. Any other dues recoverable by AIFF from the Bidder under the present or any other contract.
 - f. Penalties/compensation if any due to non-compliance of statutory provisions.
 - g. Withholding for the compensation for delay in completion of Work.
 - h. The balance 25% of the RAR Bill value shall be released after detailed scrutiny by AIFF within Twenty-Eight (28) working days.
- iii. The payment timelines as stated above is on an ideal condition and in the even of any delay in payment, no claims whatsoever due to delays on payment including that of interest shall be payable to the Bidder.
- iv. The payments towards the items ordered as deviation, either due to variation in quantity or due to inclusion of non-tendered item will be allowed in RAR Bill subject to approval of same by the AIFF.
- v. The item of Work partially executed / being executed shall be admitted for payment in RAR Bill as per the certification of OIC/EIC. The statement showing rate analysis how part rates are derived is to be enclosed along with bill. A register shall be maintained for this purpose at site. The rate for such item as decided by OIC/EIC is final and binding on the Bidder.
- vi. Any payment made by AIFF against an RAR Bill shall be regarded as payment by way of advances against final payment only and shall not preclude the requiring of bad, unsound and imperfect or unskilled Work to be rejected, removed, taken away and reconstructed or re- erected. Any certificate given by the OIC/EIC relating to the Work done or materials delivered forming part of such payment, may be modified or corrected by any subsequent such certificate(s) or by the final certificate and shall not by itself be conclusive evidence that any Work or materials to which it relates is/are in accordance with the contract and specification. In case of any discrepancy, the OIC/EIC shall have the right to alter, modify, reduce or diminish the quantities or classification entered in the Measurement Books, any such interim payment, or any part thereof shall not in any respect conclude, determine or affect in any way powers of the OIC/EIC under the contract or any of such payments be treated as final settlement and adjustment of accounts or in any way vary or affect the contract. In such cases, AIFF shall have the right to recover any amount paid in an earlier bill/bill from a subsequent bill/bill and should the amount to be recovered be more than the

amount of the subsequent bills, the Bidder shall on demand from the OIC/EIC immediately refund the amount to the AIFF within 7 days, failing which he shall have to pay interest 1% per month till the said extra amount is paid back by him.

- vii. Pending consideration of extension of date of completion, RAR Payments can continue to be made as herein provided without prejudice to the right of AIFF to take action under the terms of this Contract for delay in the completion of Work, if the extension of date of completion is not granted by the competent authority.

6A. PAYMENT OF BILLS AFTER SUBMISSION OF STATUTORY DOCUMENTS

No RAR Bill shall be paid for the Work till the applicable labour licenses, registration with EPFO, ESIC and BOCW (Building & other Construction Workers) Welfare Board, whatever applicable is submitted by the Bidder to the Engineer-in-Charge.

6B. PAYMENT OF PRE - FINAL BILL

RAR Bill post the completion of Work can be admitted for payment and can be considered as Pre- Final Bill in the following cases:

- I. Where the Final Deviation quantities including NTI are agreed without any protest / reservations by the Bidder, the Bidder has, in writing, accepted the final quantities as per the Pre-Final Bill and Final Deviation Order is pending approval of AIFF.
- II. Where the Bidder is not in a position to prepare and submit the Final Bill for various reasons which are attributable to Bidder and Bidder requests for payment of Pre-Final Bill with the valid reasons.
- III. In case extension of time is not approved even after completion of the Work, the applicable LD amount shall be withheld and released only after approval of extension of time along with Final Bill.

7. COMPLETION CERTIFICATE AND COMPLETION PLANS

Within ten days of the completion of the Work, the Bidder shall give notice of such completion to the OIC/EIC and within thirty days of the receipt of such notice, the OIC/EIC shall inspect the Work and if there is no defect in the Work, shall furnish the Bidder with a final certificate of completion, otherwise a provisional certificate of physical completion indicating defects:

- i. To be rectified by the Bidder and/or
- ii. For which payment will be made at reduced rates, shall be issued.

But no final certificate of completion shall be issued, nor shall the Work be considered to be complete until the Bidder shall have removed from the premises on which the Work was executed all scaffolding, surplus materials, rubbish and all huts and sanitary arrangements required for his/their Work people on the site in connection with the execution of the Works as shall have been erected or constructed by the Bidder(s) and cleaned off the dirt from all wood Work, doors, windows, walls, floor or other parts of the building, in, upon, or about which the Work

is to be executed or of which he may have had possession for the purpose of the execution; thereof, and not until the Work shall have been measured by the OIC/EIC. If the Bidder fails to comply with the requirements of this clause as to removal of scaffolding, surplus materials and rubbish and all huts and sanitary arrangements as aforesaid and cleaning off dirt on or before the date fixed for the completion of Work, AIFF may at the expense of the Bidder remove such scaffolding, surplus materials and rubbish etc., and dispose of the same as he(OIC/EIC) thinks fit and clean off such dirt as aforesaid, and the Bidder shall have no claim in respect of scaffolding or surplus materials as aforesaid except for any sum actually realized by the sale thereof.

8. PAYMENT OF FINAL BILL

On completion of the Work and recording of measurements of all the items executed including NTI's and deviations, a final deviation statement will be drawn duly representing the actual quantum of Work executed against each item in the BOQ, Non-tendered Items and deviations.

- I. On receipt of approved final deviation order from PIC/OIC/EIC, the Bidder shall submit the Final Bill in the prescribed format within three months. To enable the Bidder to do so, the OIC/EIC will furnish to him necessary statements showing recoveries to be made on account of stores issued, hire charges for tools and plant supplied, charges recoverable for electricity and water consumed etc., if any.
- II. Along with submission of the Final Bill, the Bidder shall sign a 'No Claim Certificate' against AIFF stating that they do not have any claim or demand in respect of the Contract except for the payment of Final Bill and the Defect Liability Deposit or any other refundable deposits like, retention money, if any etc. If the Bidder does not sign the 'No Claim Certificate', the amount due will not be disbursed to the Bidder pending issue of such No-claim Certificate or settlement of disputes, if any. No interest shall be paid by AIFF on any pending dues in case No-claim Certificate is not issued or any dispute is raised by the Bidder.
- III. No further or additional claims shall be made by the Bidder after submission of the final bill and any further or additional claims (if any) shall be deemed to have been unconditionally waived and extinguished. The Bidder shall not be entitled to make any claim whatsoever against AIFF under or by virtue of or arising out of this Contract, nor shall AIFF entertain or consider any such claim, if made by the Bidder, after he has signed a "No Claim Certificate" in favour of AIFF. The Bidder shall be debarred from disputing the correctness of the item/s covered by "No Claim Certificate". The "No Claim Certificate" furnished by the Bidder shall be treated as the "Discharge Certificate" by the Bidder, which discharges the AIFF from all liabilities under the Contract, except to the extent provided in sub-clause (ii) above.
- IV. Where the Bidder is not in a position to prepare the final bill, or not submitting the final bill due to whatsoever reasons even after three (3) months from approval of Final Deviation Order, the OIC/EIC may give due notice by registered post/speed post indicating a specific time limit for submission of final bill, which shall not exceed 45 days from the expiry of the said three- month period.

- V. If the Bidder does not respond and submit the Final Bill, within the aforesaid period of 45 days, the Officer- in- charge / Engineer-in-Charge shall be entitled to prepare & process the Final Bill ex-parte and the same will be binding on Bidder, and no further claim or submission of any bill (final or otherwise) from the Bidder shall be accepted.
- VI. On receipt of the Final Bill duly signed by the Bidder, the same will be scrutinized by the Engineer-in-Charge to see that the claim is in order. He will also attach to the Final Bill, a statement showing the Stores issued for incorporation in Work along with recoveries, if any, a statement showing the theoretical requirement and actually incorporated by the Bidder in the Work, and whether there has been any over – issue / under– issue of stores to the Bidder.
- VII. Where either the Bidder has not fully utilized the Stores issued for incorporation in the Work or where the quantities used are less than those theoretically required resulting in Work being below specifications, AIFF will examine the case to see what action should be taken against the Bidder.

8A. PAYMENT OF BIDDER'S BILLS TO BANKS & RECOVERY OF TAXES.

- i. All payments to the Bidder shall be made through Electronic Clearing System (ECS) or National Electronic Fund Transfer (NEFT) or Real Time Gross Settlement (RTGS). The Bidder shall furnish his bank account details, as certified by his Bankers. All amounts payable to the Bidder shall be directly credited to his bank account.

In case, the Bidder is having his account with a bank not having Electronic Clearing System (ECS or NEFT, RTGS), the Bidder is required to open a bank account with the bank having this facility.

All payments to the Bidder shall be made by above means only.

ii. TAXES

(a) PAYMENT OF GST:

Bidder shall be entitled to reimbursement of GST paid, upon submission of GST Invoice and GST Challan for having paid the same to the Department.

(b) PAYMENT OF WELFARE CESS:

It shall be the sole responsibility of the Bidder as employer to ensure compliance of all the statutory obligations under the Building and Other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 (hereafter referred as "BOCW Act") and the building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder (hereafter referred as "Cess Act"). The Bidder undertakes that it shall apply and obtain registration certificate specifying the scope of work under the relevant provisions of the Construction Workers' Act from the appropriate Authorities prior to commencement of work under the Contract. If at any point of time during the contract period, non-compliance of the provisions of the BOWC Act and the Cess Act, and the rules made thereunder is observed, AIFF reserves the right to withhold a reasonable amount from the payables to discharge

any obligations on behalf of Bidders. The Bidder shall declare to undertake any liability or claim arising out of employment of building workers and shall indemnify AIFB from all consequences / liabilities / penalties in case of non-compliance of the provisions of the BOCW Act and the Cess Act.

(c) RECOVERY OF INCOME TAX:

Recovery of Income Tax under Section 194(c) of Income Tax Act 1961 introduced by the Finance Act 1972 and further Amendments thereon will be made from the gross payments payable at source on all contract Works with value above Rs.10,000/-, at the prevailing rates.

In addition to above tax recoveries, any statutory recoveries introduced by the Central or State Governments can also be recovered and deposited as mandated by the respective Governments.

9. MATERIALS TO BE PROVIDED BY THE BIDDER

- I. The Bidder shall, at his own expense, provide all materials, required for the Works other than those which are stipulated to be supplied by the AIFB as mandated in the tender document. The Bidder shall, at his own expense and without delay, supply to the Engineer-in-Charge samples of materials to be used on the Work and shall get these approved in advance. All such materials to be provided by the Bidder shall be in conformity with the specifications laid down or referred to in the contract. The Bidder shall, if requested by the OIC/ EIC furnish proof, to the satisfaction of the OIC/EIC that the materials so comply, including with appropriate laboratory test reports, if required. The OIC/EIC shall within thirty days of supply of samples or within such further period as he may require intimate to the Bidder in writing whether samples are approved by him or not. If samples are not approved, the Bidder shall forthwith arrange to supply to the OIC/EIC for his approval, fresh samples complying with the specifications laid down in the contract. When materials are required to be tested in accordance with specifications, approval of the OIC/EIC shall be issued after the test results are received.
- II. The Bidder shall at his risk and cost submit the samples of materials to be tested or analyzed and shall not make use of or incorporate in the Work any materials represented by the samples until the required tests or analysis have been made and materials finally accepted by the OIC/EIC. The Bidder shall not be eligible for any claim or compensation either arising out of any delay in the Work or due to any corrective measures required to be taken on account of and as a result of testing of materials.
- III. The Bidder shall, at his risk and cost, make all arrangements and shall provide all facilities as the OIC/EIC may require for collecting, and preparing the required number of samples for such tests at such time and to such place or places as may be directed by the Engineer-in Charge and bear all charges and cost of testing unless specifically provided for otherwise elsewhere in the contract or specifications. The Engineer -in- Charge or his authorized representative shall at all times have access to the Works and to all Workshops and places where Work is being prepared or from where materials, manufactured articles or machinery are being obtained for

the Works and the Bidder shall afford every facility and every assistance in obtaining the right to such access.

- IV. All rejected material will at once be removed from the site by the Bidder; the cost of removal shall be borne by the Bidder. The Engineer-in-Charge shall have full powers to require the removal from the premises of all materials which in his opinion are not in accordance with the specifications and in case of default, the Engineer-in-Charge shall be at liberty to employ at the expense of the Bidder, other persons to remove the same without being answerable or accountable for any loss or damage that may happen or arise to such materials. The Engineer-in-Charge shall also have full powers to require other proper materials to be substituted thereof and in case of default, the Engineer-in-Charge may cause the same to be supplied and all costs which may attend such removal and substitution shall be borne by the Bidder.

9A QUALITY CONTROL DURING EXECUTION OF WORK

- I. Quality Lab: For field testing of materials and Workmanship, quality lab shall be set-up by the Bidder at Works site. This shall be in conjunction to the approved quality plan.
- II. Testing of materials: Testing of materials will be made as per Quality Plan provided in the Contract in the field laboratory established at the site. However, certain tests which cannot be done at site shall be got done at NABL approved laboratory and expenditure on this account shall be borne by the Bidder and no extra claim whatsoever shall be entertained.
- III. Regular mandatory test and any additional tests if required, shall be carried out in accordance with the procedure laid down in Indian Standards/ as directed by Engineer-in- Charge by the Bidder at his cost.
- IV. A list of mandatory tests to be conducted is indicated in the Quality plan it may be specifically noted that the tests to be conducted are not limited to the mandatory tests alone and additional test if required and directed by the Engineer-In-Charge on any material including the approved Works etc., shall be carried out by the Bidder at his cost.
- V. In the case of non-availability of cube test results for any batch of concrete / structural member, the Engineer may resort to core test or any other destructive/ Semi destructive /non- destructive tests for ascertaining the strength of concrete. If the strength of the concrete is found to be lower than the strength specified, the remedial measures and penal recovery thereof will be regulated as per relevant IS code/ Standards.
- VI. The Bidder may specifically note that the testing shall be done in Government. / Government. (NABL) approved laboratory only.
- VII. Total station, Theodolite, levelling instruments, prismatic compass / chain, steel and metallic tapes and all other surveying and material testing instruments found necessary on the Works shall be provided by the Bidder at his expense for the due performance of this contract as instructed by the Engineer-in-Charge.

10. WORK TO BE EXECUTED IN ACCORDANCE WITH SPECIFICATIONS, DRAWINGS, ORDERS ETC.

- i. The Works, the subject of the contract, specified and provided for, or that may be necessary to be done to form and complete any part thereof, shall be executed and completed in the best and most substantial manner, with materials of the best and most approved quality of their respective kinds, agreeable to the particulars contained in or implied by the specification, or as referred to and represented by the drawings and memorandum thereon/or as referred to by any of the said further drawings, instructions and directions, and shall be to the full satisfaction of the OIC/EIC.
- ii. The Bidder shall comply with the provisions of the contract and with the care and diligence execute and maintain the Works and provide all labour and materials, tools and plants including for measurements and supervision of all Works, structural plans and other things of temporary or permanent nature required for such execution and maintenance in so far as the necessity for providing these, is specified or is reasonably inferred from the contract. The Bidder shall take full responsibility for adequacy, suitability and safety of all the Works and methods of construction.
- iii. The OIC/EIC shall have full liberty at all reasonable times to inspect and examine the Works, materials and Workmanship which to him, may appear defective, unfit or improper for the several purposes to which they are applied, or intended to be applied, or not in accordance with the specifications of the said drawings, memoranda instructions or directions respectively and every such time reject any or all of such Works, materials and Workmanship.

11.DEVIATIONS/ VARIATIONS EXTENT

AIFF shall have power

- (i) to make alteration in, omissions from, additions to for the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the Work, and
 - (ii) to omit a part of the Works in case of non- availability of a portion of the site or for any other reasons and the Bidder shall be bound to carry out the Works in accordance with any instructions given to him in writing signed by the OIC/EIC and such alterations, omissions, additions shall form part of the contract as if originally provided therein and any altered, additional which the Bidder may be directed to do in the manner specified above as part of the Works, shall be carried out by the Bidder on the same conditions in all respects.
- a) Every deviation shall be subject to the limits specified as under:
- i) The net value of all deviations including non-tendered items, of the value of work completed, shall not exceed 20% of the approved contract value.
 - ii) Even in cases where, the net value of all deviations excluding non-tendered items is less than 20%, of the approved contract value, but more than 40% in respect of any

individual item, indicated in BOQ, In case of non-tendered items, the total value of such non tendered items shall not exceed 5% of the approved contract value. In case the deviations exceed 5% of the approved contract value.

Then shall be treated as amendment to contract. Any variation in above mentioned limit shall be mutually discussed with PIC/OIC/EIC and amendment to contract will issued.

- b) The basis for ascertaining the non-tendered items shall be as follows:
- i) The value of all deviations shall be ascertained by measurements, on the basis of the rates or prices for similar work in the bill of quantities of the same contract in so far as such rates or prices apply.
 - ii) Where the rates or prices in Bill of Quantities do not apply, the value shall be based upon rates or prices deduced there from to the extent practicable to do so.
 - iii) The rates for Non-Tendered (NT) items shall be based on the SSR rates after proportionate adjustment in comparison with the tendered rates of like items in the contract. The basis to be adopted for working out the NT rate is the comparison of the NT item with similar trade item in the bill of Quantity for which the Bidder has quoted.
 - iv) Wherever NT items cannot be deduced from the like items quoted in the tender or SSR rates, market rate shall be allowed based on vouchers/invoices as per the actuals including transportation, labour etc., plus 10% overheads and the labour rate shall be taken as per minimum wages in force, based on the recommendations of the Chief Engineer.

The deviations and NT items shall be technically checked and processed by the respective "Engineer-in-charge/Officer-in-charge".

All deviation orders will be signed by the Bidder for their acceptance.

12. FORECLOSURE OF CONTRACT DUE TO ABANDONMENT OR REDUCTION IN SCOPE OF WORK

If any time after acceptance of the tender AIFF decides to abandon or reduce the Scope of Work for any reason whatsoever and hence not require the whole or any part of the Works to be carried out, the Officer-in-Charge shall give notice in writing to that effect to the Bidder. The compensation, if any payable for such foreclosure of Work will be discussed mutually between AIFF and the Bidder and settled after taking into consideration the actual financial loss, if any, suffered by the Bidder on account of foreclosure of the contract, which in no case shall exceed 2% of cost of incomplete work on the date of closure. The Bidder shall have no claim to any payment of compensation or otherwise whatsoever on account of any loss of profit or advantage which he might have derived, but for the foreclosure of the whole or part of the Works or reduction in Scope of work. AIFF shall have the option to take over the Bidder's materials or any part thereof, either brought to the site or for which the Bidder is legally bound to accept the delivery from the suppliers.

13.CARRYING OUT PART WORK AT RISK & COST OF BIDDER

If Bidder:

- I. At any time makes default during currency of Work or does not execute any part of the Work with due diligence and continues to do so even after a notice in writing of 7 Working days in this respect from the Officer-in-Charge; or
- II. Commits default in complying with any of the terms and conditions of the contract and does not remedy it or takes effective steps to remedy it within 7 Working days even after a notice in writing is given in that behalf by the OIC/EIC; or fails to complete the Work(s) or items of Work with individual dates of completion, on or before the date(s) so determined, and does not complete them within the period specified in the notice given in writing in that behalf by the IC/EIC.
- III. The Officer-in-Charge without invoking action under Clause-3 may, without prejudice to any other right or remedy against the Bidder which have either accrued or accrue thereafter to AIFF, by a notice in writing to take the part Work / part incomplete Work of any item(s) out of his hands and shall have powers to:
 - (a) Take possession of the site and any materials, constructional plant, implements, stores, etc., thereon; and/or
 - (b) Carry out the part Work / part incomplete Work of any item(s) by any means at the risk and cost of the Bidder.
- IV. AIFF shall determine the amount, if any, recoverable from the Bidder for (a) non-completion of part of the Work or (b) for removal of any item(s) from the Bidder and got executed at the risk and cost of the Bidder, by third parties. AIFF shall be entitled to recover such loss / damages from payments due to the Bidder. The liability of Bidder on account of loss or damage suffered by AIFF because of action under this clause shall not exceed 10% of the tendered value of the Work.
- V. The certificate of the Engineer-in-Charge as to the value of Work done shall be final and conclusive against the Bidder provided always that action under this clause shall only be taken after giving notice in writing to the Bidder. Provided also that if the expenses incurred by the AIFF are less than the amount payable to the Bidder at his agreement rates, the difference shall not be payable to the Bidder.
- VI. Any excess expenditure incurred or to be incurred by AIFF in completing the part Work/ part incomplete Work of any item(s) or the excess loss of damages suffered or may be suffered by AIFF as aforesaid after allowing such credit shall without prejudice to any other right or remedy available to AIFF in law or as per agreement be recovered from any money due to the Bidder on any account, and if such money is insufficient, the Bidder shall be called upon in writing and shall be liable to pay the same within 30 days.
- VII. If the Bidder fails to pay the required sum as per this clause within the aforesaid period of 30 days, the Engineer-in-Charge shall have the right to sell any or all of the Bidders' unused materials, constructional plant, implements, temporary building at site etc. and adjust the proceeds of sale thereof towards the dues recoverable from

the Bidder under the contract and if thereafter there remains any balance outstanding, it shall be recovered in accordance with the provisions of the contract. In the event of this action being adopted by the Officer-in- Charge, the Bidder shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any engagements or made any advance on any account or with a view to the execution of the Work or the performance of the contract.

14. ACTION IN CASE WORK NOT DONE AS PER SPECIFICATIONS

All Works under or in course of execution or executed in pursuance of the contract, shall at all times be open and accessible to the inspection and supervision of the Officer in – charge or his authorized subordinates in charge of the Work and all the superior officers, or any organization engaged by the AIFF for Quality Assurance and of the Chief Technical Examiner's Office, and the Bidder shall, at all times, during the usual Working hours and at all other times at which reasonable notice of the visit of such officers has been given to the Bidder, either himself be present to receive orders and instructions or have a responsible agent duly accredited in writing, present for that purpose. Orders given to the Bidder's agent shall be considered to have the same force as if they had been given to the Bidder himself. If it shall appear to the Officer- in-charge or his authorized subordinates in charge of the Work or his subordinate officers or the officers of the organization engaged by the AIFF for Quality Assurance or to the Chief Technical Examiner or his subordinate officers, that any Work has been executed with unsound, imperfect, or unskillful Workmanship, or with materials or articles provided by him for the execution of the Work which are unsound or of a quality inferior to that contracted or otherwise not in accordance with the contract, the Bidder shall, on demand in writing which shall be made within twelve months of the completion of the Work from the Officer-in Charge specifying the Work, materials or articles complained of notwithstanding that the same may have been passed, certified and paid for forthwith rectify, or remove and reconstruct the Work so specified in whole or in part, as the case may require or as the case may be, remove the materials or articles so specified and provide other proper and suitable materials or articles at his own charge and cost. In the event of the failing to do so within a period specified by the Officer-in- Charge in his demand aforesaid, then the Bidder shall be liable to pay compensation at the same rate as under LD Clause of the contract (for non-completion of the Work in time) for this default. In such case the Officer-in- Charge may not accept the item of Work at the rates applicable under the contract but may accept such items at reduced rates as the authority specified in price bid may consider reasonable during the preparation of on account bills or final bill if the item is so acceptable without detriment to the safety and utility of the item and the structure or he may reject the Work outright without any payment and/or get it and other connected and incidental items rectified, or removed and re executed at the risk and cost of the Bidder. Decision of the Officer-in Charge to be conveyed in writing in respect of the same will be final and binding on the Bidder.

15. BIDDER LIABLE FOR DAMAGES, DEFECTS DURING DEFECT LIABILITY PERIOD

- i. If the Bidder or his working people or servants 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 happens 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 after a certificate final or otherwise of its completion shall have been given by the Officer -in-Charge as aforesaid arising out of defect or improper materials or workmanship the Bidder shall upon receipt of a notice in writing on that behalf make the same good at his own expense or in default the Officer-in Charge cause the same to be made good/ repaired/rectified by other workmen and deduct the expense from any sums that may be due or at any time thereafter may become due to the Bidder, or from his security deposit. The security deposit of the Bidder shall not be refunded before the expiry of twelve months from the actual date of completion indicated in the completion certificate or till the final bill has been prepared and passed whichever is later.

- ii. The materials as well as the workmanship and finish of the whole of the contract Works shall be best of their kind, and should any materials be brought upon the Site or on the land or property of the Employer or on the places where any operations are being carried out in connection with the Works, which are in the judgement of the Officer- in- charge /Engineer in charge of an inferior description and improper to be used in the Works, the said materials shall be removed. All inferior workmanship or finish shall be amended by and at the cost of Bidder forthwith, or within such period or periods as the Officer- in- charge / Engineer in charge direct, and the Bidder shall pull down, amend and reconstruct any Work he may have erected upon an insufficient foundation, or that he may have insufficient cured and protected against immediate and further injury whether arising or likely to arise in the future from weight pressure, action of water or otherwise, on being required to do so by the Officer- in-charge/ Engineer in charge.

15A. SECURITY DEPOSIT AND DEFECT LIABILITY PERIOD (DLP)

- i. Except for special nature/ item of Work where separate defect liability period or specific performance is mentioned in the tender document, the defect liability period is six (6) months.
- ii. For all the Works from the date of completion as indicated in the completion certificate. During this period the Bidder will be responsible to rectify all the defects noticed and attributable to the Work done by Bidder.
- iii. If any defects are noticed during this period by AIFF, it will be informed to the Bidder in writing to inspect and rectify the defects noticed. In case Bidder fails to attend the defects within a reasonable time as indicated in the intimation letter, OIC/EIC shall proceed ahead with rectification of defects at the risk & cost of the Bidder.
- iv. The cost incurred by AIFF towards rectification shall be recovered from the defaulting Bidder from the Security Deposit. If this money to be recovered is higher than the Security Deposit, it will be recovered from any amount due to Bidder from any other contract in AIFF or by any other means.

- v. **Prior to completion of DLP**, to assess the defects, if any, representative of the Bidder along with OIC/EIC has to carry out a final joint inspection of the completed Works on the previous month to the end of DLP. Findings have to be recorded and certified and necessary corrective action to be taken up by the Bidder for rectification of identified defects if any. OIC/EIC will recommend for release of Security Deposit amount at the end of defect liability period or after rectification of defects whichever is later.
- vi. In addition to conditions as above, Security Deposit amount of the Work shall not be refunded till the Bidder produces a clearance certificate from the OIC/EIC. As soon as the Work is virtually complete, the Bidder shall apply for the clearance certificate to the OIC under intimation to the Engineer-in-Charge. The Engineer-in-Charge, on receipt of the said communication, shall write to the OIC to intimate if any complaint is pending against the Bidder in respect of the Work. If no complaint is pending, on record till after month after completion of the Work and/or no communication is received from the OIC to this effect till six months after the date of completion, it will be deemed to have received the clearance certificate and the security deposit amount will be released if otherwise due.
- vii. In case of Works of routine maintenance/ services in nature, terms contract & AMC Works, the security deposit submitted by the Bidders shall be refunded within one month from the date of final payment or within one month from the date of completion of the maintenance contract whichever is earlier.
- viii. Normally the period of maintenance for all the works shall be one year. However, for special cases, viz., waterproofing contracts etc., the Defect Liability Period shall be based on case-to- case basis at the discretion of the Chief Engineer.
- ix. Similarly, there could be certain special works for which Defect Liability Period shall not be applicable. For example: survey of land etc.
- x. The applicability of Defect Liability Period or otherwise, has to be decided by the Chief Engineer with specific approval of respective Complex Chief
- xi. During this period, the Bidder shall be responsible to rectify all the defects noticed and attributable to the work done by him in respect of works executed by him. As soon as any defect in the work comes to the notice, the Chief Engineer shall inform the Bidder, in writing, to rectify the defect and inform him that in case he fails to do so within a reasonable time, the Employer would rectify the defects at his risk and expense as per the conditions of the contract.
- xii. If the Bidder does not attend to the rectifications in spite of repeated requests, the Employer shall proceed at his risk and expense and get the work completed. The cost incurred by the Employer shall be recovered from the defaulting Bidder. The Employer shall forfeit the balance 50% of the Security Deposit retained and adjust this amount against the expenses so incurred. The balance amount, if any, after recovering the expenses incurred shall be refunded to the Bidder. In case the amount available is insufficient to cover the expenses in full, that portion of the expenditure still remaining unadjusted shall be recovered from any of the subsequent bills due for payment to the Bidder against any other contract.
- xiii. Even after such adjustments, the amount available is insufficient to cover the

expenses in full, the Employer reserves the right to take legal course of action to recover such unadjusted amount.

16. LABOUR LAWS TO BE COMPLIED BY THE BIDDER

- i. The Bidder shall obtain a valid license under the Contract Labour (Regulation and Abolition) Act 1970, Contract Labour (Regulation and Abolition) Central Rules, 1971, and other applicable laws/rules before the commencement of the Work from Competent Authority within thirty days of issue of acceptance letter and submit to the Officer-in Charge/ Engineer-in-charge. Bidder shall continue to have a valid license until the completion of the Work. The cost of obtaining license i.e, licence fee etc., shall be borne by the Bidder. Bidder shall not commence the Work without obtaining valid labour license. The Bidder shall also submit an Indemnity Bond executed on a appropriate value stamp paper indemnifying AIFF against all the statutory requirement of the Labour Department.
- ii. The Bidder shall also comply with provisions of the Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979.
- iii. The Bidder shall also abide by the provisions of the Child Labour (Prohibition and Regulation) Act, 1986.
- iv. The Bidder shall also comply with the provisions of the building and other Construction Workers (Regulation of Employment & Conditions of Service) Act, 1996 and the building and other Construction Workers (BOCW) Welfare Cess Act, 1996. Any failure to fulfil these requirements shall attract the penal provisions of this contract arising out of the resultant non-execution of the Work.

16A. ENGAGEMENT OF LABOUR

The Bidder shall not employ any labour below the age of 18 years directly or through petty Bidders or sub-Bidders for execution of the Work.

16B. SAFETY OF WORKERS & REPORTING OF ACCIDENT

The Bidder shall be responsible for safety of all employees/labour employed by him on Works, directly or through petty Bidders or sub- Bidders and shall report accidents, occurring on Works to the Engineer or the Engineer's representative, and shall make every arrangement to render all possible assistance and to provide prompt and proper medical attention.

In case of fatal accident, it will be Bidder's responsibility to report accident to police keeping the Engineer advised of the same. The compensation for affected Workers or their relatives shall be paid by the Bidder in such cases with utmost expedition in accordance with the Employees's Compensation Act

16C. ACTION IN CASE OF BIDDER NOT FOLLOWING LABOUR LAWS

Should it appear to the Engineer-in-Charge that the Bidder(s) is/are not properly observing and complying with the provisions of the Contract Labour (Regulation and

Abolition) Act 1970, and the Contract Labour (R&A) Central Rules 1971, for the protection of health and sanitary arrangements for Work-people employed by the Bidder(s) (hereinafter referred as “the said Rules”) the Office-in-Charge shall have power to give notice in writing to the Bidder(s) requiring that the said Rules be complied with and the amenities prescribed therein be provided to the Work-people within a reasonable time to be specified in the notice. If the Bidder(s) shall fail within the period specified in the notice to comply with and/ observe the said Rules and to provide the amenities to the Work- people as aforesaid, the Officer-in-Charge shall have the power to provide the amenities hereinbefore mentioned at the cost of the Bidder(s). The Bidder(s) shall erect, make and maintain at his/their own expense and as per approved standards all necessary huts and sanitary arrangements required for his/their Work-people on the site in connection with the execution of the Works, and if the same shall not have been erected or constructed, according to approved standards, the Engineer-in-Charge shall have power to give notice in writing to the Bidder(s) requiring that the said huts and sanitary arrangements be remodelled and/or reconstructed according to approved standards, and if the Bidder(s) shall fail to remodel or reconstruct such huts and sanitary arrangements according to approved standards within the period specified in the notice, the Engineer-in-Charge shall have the power to remodel or reconstruct such huts and sanitary arrangements according to approved standards at the cost of the Bidder(s).

16D. EMPLOYMENT OF SKILLED/SEMI-SKILLED WORKERS

The Bidder shall provide and employ on the Site only such personnel who are technically and otherwise sufficiently skilled and experienced in their respective fields and such foremen and supervisory staff as are competent to supervise the Work, as per the Contract requirements. The Bidder shall provide and employ skilled, semiskilled and un-skilled labour as is necessary for proper and timely execution of the Work.

17.MINIMUM WAGES ACT TO BE COMPLIED WITH

The Bidder shall comply with all the provisions of the Minimum Wages Act, 1948, and Contract Labour (Regulation and Abolition) Act, 1970, amended from time to time and rules framed there under and other labour laws affecting contract labour that may be brought into force from time to time.

18.DISPUTE RESOLUTION AND JURISDICTION:

- a) All disputes or differences whatsoever arising between the parties out of or relating to the construction, meaning and operation or effect of the contract or the breach thereof arising during the progress of work or after completion or abandonment thereof shall be mutually discussed and settled amicably by conciliation Committees/ Councils comprising of independent subject experts constituted by AIFF, failing which, the dispute shall be settled by arbitration consisting of sole arbitrator appointed by the Employer in accordance with the provisions of Arbitration and Conciliation Act 1996 and the arbitration proceedings shall be conducted at the place of awarding of original contract.

- b) The court at the place of awarding of contract only shall have jurisdiction to entertain any dispute/matter relating to the contract
- c) In case of any dispute between the Employer and any other Public Sector / Government department relating to the interpretation and application of the provisions of the contract, such disputes / differences shall be referred by either party to the arbitration of one of the arbitrators in the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 and amendment thereof shall not be applicable to this clause. Any party aggrieved by such award, shall make further reference to the Ministry of Law and Justice, Government of India
- d) In case AIFF challenges the Arbitral Award passed against it, 75% of the award may be paid to the Bidder / concessionaire against Bank Guarantee without prejudice to the Final order of the Court in the matter under challenge. The payment may be made into a designated Escrow Account with the stipulation that the amount so released will be used, First, for payment of lenders' dues, second, for completion of the project and then for completion of other projects of AIFF, as mutually agreed / decided. Any balance remaining in the Escrow Account subsequent to settlement of lenders' dues and completion of projects of AIFF, may be allowed to be used by the Bidder / concessionaire with the prior approval of the lead banker and AIFF.
- e) In case the subsequent court order required refund of the money paid by AIFF to the Bidder / concessionaire against Bank Guarantee, the amount shall be refunded by the Bidder / concessionaire along with appropriate interest. The rate of interest on such refund amount shall be decided by AIFF keeping in view the cost of capital to AIFF or the rate of interest provided for in the Contract Agreement or the rate of interest awarded under the Arbitral Award under challenge.

19.ARBITRATION

Disputes if any, arising between AIFF and the supplier in connection with this Purchase Order or any other matters connected herewith, the same will be mutually discussed and settled, failing which, the disputes shall be referred to a sole arbitrator to be appointed by AIFF. The arbitration / proceedings shall be in accordance with the provisions of Arbitration and Conciliation Act 1996 and Rules framed there under. The place of arbitration shall be at New Delhi or any other place mutually decided by and between AIFF and the supplier and all arbitration proceedings shall be conducted in English language.

The award of the sole arbitrator shall be final and binding on all the parties.

19A. DURING ARBITRATION

The "works/service under this Purchase Order, if reasonably possible, may continue by mutual agreement during the dispute / Arbitration proceedings".

20.WATER FOR WORKS

- i. Bidder should make their own arrangements for supply of water. Water if available

only will be supplied by the AIFF and the Bidder shall be charged for the quantity of water consumed by him at commercial tariff of the respective area or as indicated in the tender document. The Bidder shall make his own arrangements to tap and store water from the point indicated by the water supply section. The Bidder should also provide a meter. In case the meter is not provided or the meter goes out of order, the assessment of water consumption will be based on Rs.20/- per thousand rupees value of Work done priced only in respect of such items where the consumption of water is involved.

- ii. Further, Bidder may dig borewell with the prior written approval of AIFF at his cost. In this case, no recovery shall be made for the water used. On completion of the Work, borewell may be handed over to AIFF along with accessories on as is where basis without any claim for the borewell expenses incurred by the Bidder. The Bidder shall obtain all statutory approvals and all statutory payments shall be borne by the Bidder. The quality of the water from the borewell shall be tested by the Bidder by bearing all the costs and water will be permitted to be utilized only after meeting the relevant standards and on approval of OIC/EIC.

21. ELECTRICITY FOR WORKS

The LT power supply if available at the project site, shall have to be tapped off by the Bidder from the tap off point indicated to him by the AIFF authorities at his own cost. The Bidder has to lay the cables, provide required joints and terminate to their power supply board which consists of suitable rating energy meter, safety devices like MCB / MCCB / ELCB etc., for control and distribution. The energy will be supplied on chargeable basis based on the prevailing norms set by Electric Supply Company /Board of the respective areas towards temporary power connection for construction purpose. The supply shall not be given unless the temporary electric installation is certified as safe by the EIC/OIC. However, no claim for extension of Work shall be entertained on account of non-availability of power by AIFF. The Bidder thus shall have his own back-up arrangement for such circumstances. In case power supply is not available at the project site, the agency shall arrange the same without any extra claims on this account. In case the energy meter is not provided or the energy meter goes out of order, the assessment of electricity consumption will be based on prevailing tariff of the respective city/state.

22. LEVY/TAXES PAYABLE BY BIDDER

- i. Unless specifically mentioned other-wise elsewhere in the Contract, all rates quoted in the Bill of Quantities;
 - (a) Shall be deemed to be inclusive of all types of taxes, duties levies, fees and charges etc., imposed by Central/State Govt. and local bodies Compensation Cess, Labour Cess, Custom Duty, royalties and other levies. It shall also include all other costs including loading, un-loading, insurance, transportation, testing and certification expenses except GST.
 - (b) GST at prevailing percentage is added in the BOQ at the end or as specified in the

BOQ.

- (c) Payment of GST on Works Contract is the entire responsibility of the Bidder. Bidder shall be entitled for reimbursement of GST paid, upon submission of GST Invoice and GST Challan for having paid the same to the Department
- ii. The following Acts to be referred hereunder and elsewhere in the tender document as “GST”:
 - (a) Central Goods & Services Tax Act 2017 (CGST),
 - (b) Integrated Goods & Services Tax Act, 2017 (IGST),
 - (c) Union Territories Goods and Services Tax Act, 2017 (UTGST),
 - (d) Goods and Services Tax (Compensation to States) Act, 2017 (Compensation Act),
 - (e) West Bengal Goods & Service Tax Act 2017 or applicable State’s GST Acts,
 - (f) Any other statutory regulation passed by the Central / State Government/s on Goods & Service Tax.
 - (g) Any other tax levied by any statutory authority in addition to Goods and service tax and charged in the Tax Invoice raised by the Bidder.
- iii. Bidder warrants having valid registration under applicable GST. A copy of the registration certificate should be submitted along with the offer.
- iv. Bidder’s right to getting payment is subject to submission of a Valid Tax Invoice which would enable the Service Recipient (AIFF) to claim Input Tax Credit in compliance with the provisions of the GST. Tax Invoice submitted by the Bidder shall mention the SAC/ HSN Code as applicable, Basic Price, applicable GST Rate and amount and all other essential information required to be mentioned as per the provisions of GST Rules, 2017.
- v. Bidder shall warrant the value that is attributable to GST and the corresponding rate of tax that is chargeable is included in the total price charged in the Tax Invoice. The total amount as per the Tax Invoice shall be considered as the final price inclusive of GST and no claim for payments, whether or not, for only taxes or a price inclusive of taxes, shall be admitted at a later stage on any ground whatsoever.
- vi. Any tax in the nature of Goods & Service Tax (GST) would be payable, when the invoice submitted by the Bidder is compliant with the provisions of GST law and contains all particulars as per statute.
- vii. In case there is an upward revision in the applicable rate of tax (GST) post submission of bid, the Bidder shall submit a copy of the relevant statute/notification evidencing change of applicable rates for claiming payment from AIFF as per revised GST rates. Similarly, if there is downward revision of applicable tax rate post submission of bid, the benefit of lower tax liability shall be passed on to AIFF.
- viii Bidder also warrants to duly comply all relevant provisions of the GST Laws including filing returns, paying taxes within the stipulated period so that no hindrance can be faced by AIFF to claim Input Tax Credit as per provisions of the GST Law.
- ix. Bidder shall fully indemnify to Service Recipient (AIFF) on first demand against any claims, liabilities, actions, demands, Loss, costs and expenses occurred/imposed to

the Service Recipient (AIFF) on account of his failure to fully/partially discharge the statutory levies in time, or his failure in adherence of the applicable laws in force. For any such non-compliance, AIFF reserves the right to withhold the payment until appropriate action is taken in a mutually agreeable manner.

23. TERMINATION OF CONTRACT ON DEATH OF BIDDER

Without prejudice to any of the rights or remedies under the contract, if the Bidder (being an individual, or in case of a Firm or LLP, its partner/s) dies or attains legal disability, AIFF shall have the option of terminating the contract without any compensation to the Bidder. AIFF shall have the right to get the Work completed by itself, or through any other Bidders or agency.

24. RISK PURCHASE CLAUSE and FORCE MAJEURE CLAUSE:

The time and the date of delivery of the stores stipulated in the PO shall be deemed to be the essence of PO and delivery must be completed not later than the date specified therein. Shall the supplier fail to deliver the stores or any consignment thereof within the period prescribed for such delivery, AIFF shall be entitled at their option either;

- a. To purchase elsewhere, without notice to the supplier on the account and at the risk and cost of the supplier the stores not delivered or other of a similar description (where stores exactly complying with the description and readily procurable) without cancelling the PO in respect of consignment not due for delivery

or

- b. To cancel the purchase order.

In the event of action being taken under clause (a) or (b) above, the supplier shall be liable for any loss, which AIFF may sustain on that account but the supplier shall not be entitled to any gain or purchases made against default. As soon as it is apparent that the scheduled dates cannot be adhered to, an application shall be sent by the supplier to AIFF, well before the expiry of the delivery period specified in the purchase order. Without prejudice to the foregoing rights, if such failure to deliver in proper time as aforesaid shall have arisen from any cause which AIFF may admit as a reasonable ground for an extension of the time (and their decision shall be final) they may allow such additional time as they may consider justified by circumstances of the case.

Delivery required to be made in lots shall be made in lots only and any extra deliveries involved either on account of repeated rejections or variance in supply of lots shall be liable for service charges of 5% of the purchase order value for each extra delivery.

c. Force Majeure Clause.

Notwithstanding anything contained in the Contract, neither the Supplier nor the Purchaser shall be held responsible for total or partial non-execution of any of the contractual obligations, shall the obligation become unreasonably onerous or

impossible due to occurrence of a Force Majeure conditions which directly affect the obligations to be performed by the Purchaser or the Supplier. Such events include war, military operations of any nature, blockages, revolutions, insurrections, riots, civil commotions, insurgency, sabotage, acts of public enemy, fires, explosion, epidemics, quarantine restrictions, floods, earthquake, or acts of God, restrictions by Govt. authorities over which the Supplier or the acts on which the Purchaser has no control.

The party claiming to be affected by Force Majeure clause shall notify the other party in writing without delay, within two weeks on the intervention and on the cessation of such circumstance. Extension of time sought by the supplier along with supporting evidence and so granted by the purchaser for the supply/work affected, if any, shall not be construed as waiver in respect of remaining deliveries.

Notwithstanding above provisions, Purchaser shall reserve the right to cancel the order/Contract, Wholly or partly, in order to meet the overall delivery schedule and make alternative arrangements including arrangements with third party for completion of deliveries and other schedules. Purchase may takeover partly processed material at a mutually agreed price.

25. QUOTED RATE TO REMAIN FIRM THROUGHOUT THE CONTRACT

- i. The rates as per the accepted Bill of Quantities shall be firm and hold good till the completion of the works, and no additional claim or amount shall be admissible on account of fluctuations in market rates, increase in fees royalties unless specifically provided for in the Contract, under any circumstances. Hence, the Bidder shall agree not to petition or claim for revision of rates tendered by him under any circumstances or at any stage of the Work, either during execution or at the time when the Final Bills are settled.
- ii. Price variation shall be allowed, only if applicable, as per the Contract.

26. UNDERSTANDING OF SITE CONDITION:

The Bidder shall fully satisfy himself or shall be deemed to have fully satisfied himself as to the nature of the Site, the soil, sub-soil, natural and man-made surroundings, existing structures (if any) at Site or in the vicinity, weather conditions, requirements, availability of resources, third party claimants or occupants (if any), the dimensions, levels, layout, character and nature of all roads, existing drains, sewers, electricity, water, gas or other mains, electric cables and other things as regards any connection they may have with the works of the subject of the Contract. The Bidder shall also inspect the site works and surroundings, the means of access thereto. Bidder shall generally obtain his own information on all matters concerning the Site and works to be executed thereon and of all matter and things which may in any way influence his Tender or the works. No claims for extra works, delay due to site conditions or otherwise will be allowed in consequence of any misunderstanding, error, incorrect information on these points, or if any other inaccuracies in reference thereto, which may appear on the drawings or in the specification nor shall the contract be nullified in consequence of any such misunderstanding, error, incorrect information or inaccuracies.

27. BIDDER'S LIABILITY AND INSURANCE:

- a) From commencement to completion of the works, the Bidder shall take full responsibility taking precautions to prevent loss or damage. He shall be liable for any damage or loss that shall happen to the works or any part thereof.
- b) In addition, the Bidder shall indemnify and keep the Employer indemnified against all losses and claims for injuries or damages to any person or any property whatsoever which shall arise out of or in consequence of the construction works. For this purpose, the Bidder shall take an insurance policy-"Bidders all risks insurance"-to cover the risks, as per the Conditions of the Contract. The insurance policy has to be kept valid till the work is completed and the possession handed over to the Employer. The policy shall be taken at his cost showing the Employer as the 'principal' to simplify the work in the matter of raising claims and settlement thereof.

28. INDEMNIFICATION

Indemnity against all actions of Bidder:

The Bidder shall hold and save harmless and indemnify AIFF and its employees, from all actions, suits, proceedings, loss, costs, damages, charges, claims and demands of every nature and description brought against or recovered from AIFF and their employees by reason of any act, deed, omission or commission of the Bidder and/or his representative and/or his Employees and/or his sub-bidders in the execution of the works under the Contract. All the sums payable by AIFF by way of compensation to any third party/ies, under any of these conditions, shall be recovered from the dues of the Bidder, without reference to the actual loss or damage sustained, and whether or not any damage shall have been sustained.

29. CAR POLICY

- i. The Bidder's All Risk Coverage (CAR) policy shall be taken for the risk to commence from the date of actual commencement of Work as per Work Order for the Contract Sum till actual completion of Work against fire, lightning, explosion, impact, flood, inundation, storm, earthquake, subsidence, landslide, theft, burglary, riot and strike, civil war and terrorist damage. The policy compensates individual against death, loss of limbs, loss of eyesight, permanent total disablement, permanent partial disablement and temporary total disablement, solely and directly resulting from accidental injuries. Any item not covered under above policy shall be the responsibility of Bidder. The policies of the Bidder shall remain in force throughout the period of execution of the works except for any specific insurance covers necessary for a shorter period. Before commencing the Work, it shall be obligatory for the Bidder to obtain, at his own cost, insurance cover in the joint name of the Bidder and AIFF under the following requirements.
- ii. Liability for death or injury to any person or loss to any property (other than the Work) arisen out the performance of the Contract.
- iii. Construction plant, Machinery and Equipment brought to site by the Bidder\ Any other insurance cover as may be required by the law of the land like Workmen Insurance etc. with Insurance Company approved by the PIC/OIC.
- iv In case of such loss or damage as aforesaid, the money payable under any such

insurance shall be received by AIFF. This will be subject to:-

- (a) Risk covered.
- (b) Claims on realization shall be passed to the Bidder according to value of the claims accepted by the insurance company for his damaged portion of Work after deducting 15% towards services rendered by the AIFF for processing the claim(s). The amount so disbursed to the Bidder(s) shall be limited to the amount calculated on the basis of his accepted rates in the contract with the AIFF.
- (c) The Bidder shall also obtain any additional insurance cover as per the requirement of the contract in the event of his contract not having been previously cancelled under contract conditions.
- (d) Such insurance shall be one in respect of all works, unless otherwise expressly specified in the tender conditions.
- v. If the Bidder fails to effect or keep in force or provide adequate cover as acceptance to the Engineer-in-charge in the insurance policies mentioned above, then in such cases, the Engineer-in-charge may effect and keep in force any such insurance or further insurance on behalf of the Bidder. The recovery shall be made at the rate of 1.5 times the premium /premiums paid by the EIC in this regard from the payment due to the Bidder or from the Bidder's performance security. However, the Bidder shall not be absolved from his responsibility and / or liability in this regard.

30. PROGRESS REVIEW MEETINGS

The Bidder/s shall agree to execute the Work progressively in co-ordination with the concerned OIC/ EIC. Further, Bidder is required to attend progress review meetings regularly. The purpose of a progress review meeting shall be to review the work done, to plan for remaining Work and to deal with the matters related to the Work. The OIC/EIC or his nominee shall record the minutes of the progress review meetings and minutes will be shared with all the attendees. The responsibilities of the parties for actions to be taken is to be decided by the OIC/EIC either at the progress review meeting or after the progress review meeting and stated in writing to all who attended the meeting.

31. APPROVAL OF WORKS BY STAGES:

- i. All Works consisting of more than one process shall be subject to examination and approval at each stage by the Officer-in-Charge/ Engineer-in-charge or his nominee thereof and the Bidder shall give due notice in writing to the Officer in-Charge/ Engineer-in charge when such stage is ready. Approval of works by stages shall be recorded in Work / Stage Passing Register. In default of such notice being received, the Officer-in-Charge/ Engineer- in-charge shall be entitled to disallow the Work or any part thereof at any time he may choose and in the event of any dispute, the decision of the Officer-in-Charge/ Engineer in- charge thereon shall be final and conclusive.
- ii If any Work is so disallowed, the same shall be redone by the Bidder at his cost to the satisfaction of the Officer-in-charge/ Engineer-in-charge. Also, in the event of failure of the Bidder to give notice, he shall uncover any part of the works and/or

make openings in or through the same as the Officer-in-charge/ Engineer-in-charge may direct for his verification and shall make good such part to the satisfaction of the Officer-in-charge at the Bidder's expense.

32. SITE RELATED

32A NIGHT WORKS:

Night Works will be permitted depending on requirement/need basis subject to obtaining prior approval from AIFF and other statutory authorities. However, no additional payment will be made for night work. The Bidder shall make adequate lighting and safety arrangements for night working. He shall also be responsible for any claim on account of any injury to or loss of life, of anyone, arising out of inadequate lighting, safety arrangements or due to any other failure of the Bidder.

32B. CONTROLLING OF BIDDER LABOUR & POLICE VERIFICATION

- i. The Bidder is to keep all persons under his control and within the boundaries of the Site, and he will be held responsible for the care of the works until their completion and handover, including all works executed and materials deposited on the sites by himself or suppliers, together with all risks arising from weather, carelessness of apprentices, damage or loss by thefts or by any other cause and is to allow for all necessary watching and protective lighting.
- ii. The Bidder shall submit Police Verification Certificate to move inside AIFF premises during execution of Work and shall submit an affidavit for conduct and credibility of the labour force engaged for the Work to the OIC/EIC.

33. BRIBES AND GIFTS:

Any bribe, commission, gift or advantage given, promised or offered by or on behalf of the supplier or his partner, agent or servant or anyone on his or their behalf to any officer, servant, representative or agent of AIFF or any person on his or their behalf in relation to the obtaining or to the execution of or any other contract with AIFF shall in addition to any criminal liability which the supplier may incur, subject the supplier to the cancellation of the PO and all other contracts with AIFF and also to payment of any loss or damage resulting from any such cancellation to like extent as is provided in case of cancellation under **Clause-15** hereof. Any question or dispute as to the committing of any offence under the present clause shall be settled by AIFF in such manner and on such evidence of information as they may think fit and sufficient and their decision shall be final and conclusive.

6. ADDITIONAL CONDITIONS OF CONTRACT

(UNDER WHICH THE WORKS HEREINAFTER DESCRIBED ARE TO BE PERFORMED)

- 1. INTERPRETATION CLAUSE:** In these General Conditions and the Specifications attached, the word 'EMPLOYER' shall be held to mean 'AIFF, the work 'BIDDER' shall be held to mean one or more Bidder or Bidders jointly or generally engaged in the works to which these General Conditions and the specifications relate, and shall include his/their heirs, executors and administrators. The word 'ENGINEER-IN-CHARGE, shall be held to mean a Member of the staff of the AIFF to supervise the work. The expression 'SITE OF WORKS, shall be held to mean the extent of land which the Employer places at the disposal of the Bidder from time to time for the purpose of executing the contract works. The word 'DRAWINGS' shall be held to mean 'THE PLANS, SECTIONS, ELEVATIONS AND DETAILS OF WORKS' annexed to the contract and such further drawings, as the Engineer in charge may issue from time to time during the progress of the works and shall be held to include tracings and photographic prints. The word SPECIFICATIONS shall be held to include the tender General Conditions, Specifications, Schedule of Prices and Bill of Quantities.
- 2. CONTRACT NOT TO BE ASSIGNED OR UNDERLET AND CONSEQUENCE OF GRATUITIES BEING GIVEN:** The Bidder shall not assign or make over the contract to any other person, or underlet it, or make a sub-contract with any workmen or workman for the execution of any part of work(s), but shall employ his own workmen for the labour thereof, who shall be paid by him in wages by the day. And in case the Bidder assigns or makes over the contract, or underlet or make sub-contract, contrary to this clause or either himself or his agents give any gratuity to any employee of the Employer, the Employer shall be at liberty to terminate the contract.
- 3. TENDER OR AGREED RATE:** The Bidder shall agree not to petition for revision of rates tendered for by him under any circumstances at any stage of the work, either during execution or when the final claims are settled.
- 4.** In the event of anything evidently necessary to the due and complete performance of the works being omitted to be shown on the drawings or described in the specification or being omitted from the Bill of Quantities through oversight or error, the Bidder shall, notwithstanding, execute (in the most perfect manner) all such works the same as if they had been severally shown, described and included without being entitled to make any extra claim or charge.
- 5.** The Bidder shall satisfy himself or shall be deemed to have satisfied himself as to the nature of the sub-soil, the three dimensions, levels, character and nature of all roads, existing drains, sewers, water, gas or other mains, electric cables and other things as regards any connection they may have with the works the subject of the contract, and he shall also inspect the site of the works and surroundings, the means of access there to and egress there from and shall generally obtain his own information on all matters and things which can in any manner influence his tender, No claims for extra works otherwise will be allowed in consequence of any

misunderstandings, error or incorrect information on these points, or of any other inaccuracies in reference thereto, which may appear on the drawings, or in the specification, nor shall the contract be nullified in consequence of any such misunderstanding, error incorrect information or in-accuracies.

- 6. ENGINEER IN CHARGE'S ORDERS TO COMMENCE WORKS AND AS TO NON-DELIVERY OF SITE:** The Bidder having signed the contract, the Chief Engineer will forthwith give him notice to commence the works and the Bidder shall upon receipt of such notice, commence the works and carry them on at such point and points and in such portions as the Engineer in charge may direct.

The Employer shall, with the Engineer in charge written order to commence the works, give to the Bidder, the use of so much of the site of works, as may in the opinion of the Chief Engineer be required in order to enable the Bidder to commence and continue the construction of the works, and shall from time to time as works proceed give the Bidder the use of such further portions of such site as the Engineer in charge may from time to time consider proper in that behalf, but the non-delivery in manner aforesaid of the use of such site or any portion thereof shall not vitiate or affect the contract, nor any provision contained in the specification nor entitle the Bidder to any increased allowance in respect of money.

- 7. SETTING OUT WORKS AND NOTICES:** The Bidder shall set out the whole of the works and be responsible for the correctness of the position, levels and dimensions of the several works, according to the drawings and written instructions of the Engineer in charge. If at any time during the progress of the works any error shall appear or arise in the position, levels or dimensions of the several works, the Bidders on being required to do so by the Engineer in charge, shall at his own expense remove and amend the works to the satisfaction of the Engineer in charge, notwithstanding that he may have been assisted by Engineer-In-Charge in setting out the same. The Bidder shall observe, perform and comply with the requirements of all statutes and byelaws and shall also serve notice on the authorities having control of the road surfaces before the same are broken up and he shall likewise serve notices on the owners of the sewers, drains, water, gas or other mains, electric cables and other things which may be in any way affected by the execution of the contract work.

- 8. TIME OF WORKING (APPLIES ONLY FOR FACTORY AREA):** As the entry and exit of the workmen into the factory area is controlled by the Security Authorities of the Factory, the Bidder should strictly adhere to the timings of entry and exit, laid down by the authorities and the rates quoted are deemed to include for this provision.

- 9. NIGHT WORKS:** The works shall be carried as per applicable labour laws on day and night continuously without extra charge. If bad or treacherous ground be met with or if there be any other causes whatsoever, which in the judgment of the Engineer-In-Charge, requires, it, but no work shall be carried on in the night without the knowledge and sanction of the Engineer-in-charge.

- 10. WATCHMEN, LIGHTS, ETC., TO BE PROVIDED BY THE BIDDER:**

The Bidder, shall at his own cost provide night watchmen to all parts of the work where necessary required by the Engineer-in-charge. He shall also keep all open trenches, excavation or other dangerous places properly and sufficiently lighted between sunset and sunrise, and shall provide and fix proper fencings and boarding and temporary bridges to protect. The Bidder shall also at his own cost erect

temporary fences on the site of works where required by the Engineer-in-charge.

11. TEST MATERIALS:

All the materials to be used in and on every part of the works shall be subjected from time to time to such tests as the Consultant and Engineer in charge may direct. Such tests shall be performed at the expense of the Bidder but the Employer shall refund to the Bidder the actual cost of testing any of the materials which are proved to conform with the conditions of the specifications but the samples shall be, in all cases, selected by the Engineer in charge, and supplied by the Bidder as part of the contract. If, at any time, any materials so tested is not equal to the test for such materials, hereinafter specified, the same shall be removed from the site of works, and other materials substituted therefor, but in the absence of any specified test, the decision of the Engineer in charge, shall be final as to whether the said material or materials shall be used in the works, or forthwith removed and other materials substituted.

12. MATERIALS, TOOLS ETC., BROUGHT ON TO WORKS TO BECOME PROPERTY OF EMPLOYER DURING CONTINUANCE OF CONTRACT:

All materials, tools, implements and other things brought by the Bidder upon Employer's works shall there upon become and shall continue to be the absolute property of the Employer and be considered in its possession, the Bidder having only the right of using the same for the purpose of the contract. After the works have been completed and all obligations under the contract duly fulfilled, the Employer shall return to the Bidder the tools, implements and surplus or waste materials then remaining upon the Employer's works to be removed by him forth-with and cleared away. Nevertheless, the Employer shall not at any time be liable for the loss of any of the said materials, tools, implements or other things but the whole of this liability shall fall upon the Bidder, the same as if they had remained in his possession.

13. POWER TO VARY WORKS:

The Employer shall have full power and authority from time to time, and at all times, to order works additional to the contract, and to make and issue such further drawings and to give such further instructions and direction as may appear necessary or proper for the guidance of the Bidder and the good and sufficient execution of the contract, and the Bidder shall receive, execute, obey and be bound by the said further drawings, instruction and directions, according to the true intent and meaning thereof and as fully and effectively as though they had accompanied, or had been mentioned or referred to in the original drawings and specifications. The Employer shall also have power to vary or alter the levels or position of any of the works, the subject of this contract, or may order any of the works contemplated thereby to be omitted with or without the substitution, of any other works in lieu thereof, or may order any work, or any portion of work executed or partly executed , to be removed, changed or altered, and if needed that other work shall be substituted in lieu thereof and the difference of expense occasioned by any such increase, diminution or alterations so ordered and directed shall be added to or deducted from the amount of the contract agreeable to the prices for similar works set forth in the Bill of Quantities, or failing which the Schedule of Prices attached hereto, and in the absence of any such similar work being scheduled, the Engineer-in-charge shall

determine the amount to be paid for such additions or deductions. The Employer will in no case become liable to the payment of any charge in respect of any such conditions, alteration or deviations, unless the instructions for the performance of the same shall have been given in writing and signed by the Engineer -in-charge, nor unless such instructions distinctly states that the matter thereof is to be subject of an extra or varied charge, in the form of an order hereinafter set forth nor unless the claim thereof shall be made in writing, signed by the Bidder and in the form of claim herein as set forth and properly filled up nor unless such claim be made within the week in which the work is executed and materials used, and before the same shall have been placed out of view, or beyond check of measurement, nor unless the value of any altered or varied works, or any further works shall wherever practicable have been determined and settled before such altered, varied or further works shall have been commenced. Such value in case of dispute shall be ascertained by the Engineer in charge who shall determine in all cases whether such previous determination and settlements were practicable or not, and in all the cases where he shall consider the same to have been practicable, the Bidder shall not be entitled to make any claim in respect of such altered, or varied or further works if it shall, in the opinion of the Engineer-in-charge, if any special instance become necessary to execute any additional or substituted work, either wholly or in part by the day the claim therefor, shall not be recognized unless the Bidder shall have delivered to the Engineer-in-charge, within one working day, and so on from day to day a true and exact list of the name, occupations, time and wages of the several workmen engaged during the previous day on any and every such works in respect of when a charge 'BY THE DAY' is intended to be made in the next succeeding weekly claim of Bidder, Nevertheless, no charge 'BY THE DAY' shall be made unless, in the opinion of the Engineer in charge, it is impracticable or unreasonable to determine the value of the amount of work in manner otherwise provided for in these general conditions.

14. SUSPENSION OF WORK: The Bidder(s) shall suspend the execution of work or any part or parts thereof whenever called upon in writing by the Chief Engineer to do so and shall not resume work thereon until so directed in writing by the Chief Engineer. The Bidder will be allowed by the Chief Engineer an Extension of time (not less than the period of suspension) for completion of the item or group of items of work for which a separate period of completion is given in the contract and of which the suspended work forms part but not other claims in this respect for completion or otherwise, however, shall be admitted. The Bidders shall have no claim to any payment of compensation or otherwise, whatsoever on account of suspension of work.

15. WORKS TO BE EXECUTED IN APPROVED MANNER:

The works, the subject of the contract, specified and provided for or that they may be necessary to be done to form and complete any part thereof, shall be executed and completed in the best substantial manner, with materials of the best and most approved quality of their respective kinds agreeable to the particulars contained in or implied by the specification or as referred to and represented by the drawings and memoranda thereon or as referred to by any of the said further drawings and memoranda thereon or as referred to by any of the said further drawings, instructions and directions and shall be to the full satisfaction of the Engineer in charge, . The Engineer in charge, shall have full liberty at all reasonable time to inspect and

examine the works, materials and workmanship, and may every such time reject any or all of such works, materials and workmanship which to him/them or either of them may appear defective, unfit or improper for the several purposes to which they are applied, or intended to be applied, or as not in accordance with the specification or the said drawings, memoranda, instruction or directions respectively.

16. WORK TO BE CARRIED ON WITH EXPEDITION FAILING WHICH THE EMPLOYER MAY EMPLOY OTHER BIDDER WITHOUT VITIATING THE CONTRACT:

The Bidder shall commence to carry on the works with due diligence, and as such expedition as the Engineer-in-charge, may reasonably expect, having regard to the specified time of completion of the whole of the works. In case the Bidder fails to do so, or neglect to provide proper and sufficient materials, or to employ a sufficient number of workmen to execute the work, then the Employer shall have full power, without vitiating the contract, to take the works wholly or in part out the hands of the Bidder to engage or employ any other person or workmen to procure all requisite materials and implements for the due execution and completion of the said works, and the cost and charges incurred by the Employer in so doing shall be ascertained by the Chief Engineer and be paid for or allowed to the Employer by the Bidder and it shall be competent for the Employer to deduct the amount of such costs and charges along with overheads out of any sum or sums due or to become due from the Employer to the Bidder under this or any other contract.

17. INFERIOR MATERIALS OR WORKMANSHIP TO BE AMENDED: The materials as well as the workmanship and finish of the whole of the contract works shall be best of their kind and should any materials be brought upon the site of works or on any land or property of the Employer or on the places where the operations are being carried out in connection with the works, which in the judgment of the Engineer in charge, is of an inferior description and improper to be used in works, the said materials shall be removed. All inferior workmanship or finish shall be amended by and at the cost of the Bidder forthwith, or within such period or periods as the Engineer in charge, may direct, and the Bidder shall pull down, amend and reconstruct any work he may have erected upon an insecure or insufficient foundation or that he may have insufficiently secured and protected against immediate and future injuries, whether arising or likely to arise in future from weight, pressure action of water or otherwise, on being required to do so by the Engineer-in-charge. In case the Bidder neglects or refuses to remove such materials or comply with such directions it shall be lawful for the Chief Engineer, on behalf of the Employer and by its agents, servants and workmen to remove the materials and amend the workmanship and finish, so objected, to, or any part thereof, and to replace the same with such other materials, workmanship and finish as shall be satisfactory to the Employer and on the certificate of the Chief Engineer to deduct the expense thereby incurred, or to which the Employer may be put or be liable or which may be incidental thereto, from the amount of any sum or sums due to or become due to Bidder, or to recover the same by action at law or otherwise from the Bidder as the Employer may determine.

When it is apparent to the Chief Engineer that defects exists in the work, or that damage or accident has occurred to the works, or that the works are not upheld or maintained in good sound and water tight conditions, or repair or in working order, but the cause thereof is not apparent, a general requisition in writing by the Chief Engineer to the Bidder to amend, make good or maintain the works in sound, perfect and water tight conditions shall be under no obligation to specify the work or repair, but such requisition shall be conclusive evidence against the Bidder that he is not performing his obligations under the contract.

18. PRECAUTIONS AGAINST INJURY TO PROPERTY ADJACENT TO THE WORK IN PROGRESS:

The Bidder shall take special care, by the erection of temporary fences and by every other means which circumstances may render necessary, to prevent all injury and damage to or trespass upon the lands, roads, fences or property adjacent to the site of works and shall confine the passage of his workmen to existing public roads, foot paths. He shall likewise pay and satisfy all claims whatsoever and from whomsoever, for temporary occupation, way-leaves, damages, the trespass or otherwise, in reference to the said lands, roads, fences and property adjacent and bear the Employer harmless from any and all such claims. If any greater extent of land than the site of work be required by the Bidder for his operations, he shall obtain and occupy the same at his own cost and charge.

19. PRECAUTIONS AGAINST ACCIDENTS OR INJURY: The Bidder shall, at his own expense, shore, sling, protect, support, alter, restore make good and maintain as may be necessary, all buildings, water and gas pipes, sewers, drains, electric cables and other things which may be disturbed, exposed or injured during the execution of works or in consequence of the execution of the works and shall also provide any extra timbering which may be temporarily required and all labour in fixing and removing the same and shall, at his own expenses provide for the continuous use of all buildings, pipes, sewers, drains electric cable, water sources and other things, the use of which may be liable to interruption during the progress of the work. The Bidder shall at his own expense restore all such buildings, water and gas pipes, sewers, drains, electric cables and other things to the satisfaction of the owners thereof and he shall likewise, at his own expense, construct and maintain such works as may be necessary for the due permanent support of all such buildings, pipe, sewers, drains, electric cables and other things met with in the construction of works, and shall indemnify, save, harmless and keep indemnified, the Employer and its officers from and against all action, suits, claims, penalties, liabilities, cost, expenses and demands whatsoever, by reasons or on account of damage to such buildings, pipes, sewers, drains, electric cables and other things whether caused by the execution of the contract works or in the insufficiency of the aforesaid permanent support. The Employer may deduct the expenses thereby incurred or to which the Employer or its Officers may thereby be put or be liable or which may be incidental thereto from, the amount of any sum or sums due or to become due to the Bidder or may recover the same by action at law or otherwise from the Bidder and the Employer may compromise any such action suits or other proceedings, or such terms as it shall see fit and Bidder shall thereupon forthwith pay the Employer the sum or sums paid by the Employer upon the occasion thereof, and shall in every

case pay such sum or sums as shall fully indemnify the Employer according to the present stipulation.

20. COVERING OF CONSTRUCTION SITE: The Bidder shall, at his own expense, make arrangements to cover/wrap the construction site in mesh material of green color to prevent the dust from the escaping into the adjoining Properties or premises and atmosphere and also to prevent accidental fall of debris onto the people. The Bidder at his own expense should make arrangements to remove the cover after completion of the work.

21. ROYALTIES: The Bidder shall be liable to pay all royalties chargeable on Government or Employer materials required for the work.

22. REJECTED MATERIALS: All rejected materials will at once be removed from site by the Bidder to such distance as may be desired, failing which the company after giving three days' notice in writing may do so and recover the cost of removal from the Bidder.

23. EMPLOYER'S PLANT: No Employer's plant, materials or Labour will ordinarily be lent or hired to the Bidder. Exceptional cases must have the approval of the Employer in writing.

24. SCOPE OF COMPLETION: Completion includes completion of all work in accordance with the plans and specifications, removal of all yard mess accumulated during construction, levelling and cleaning up the site and generally cleaning the whole building or works.

25. ATTENTION:

- i) Time will be the essence of the contract and the Bidder is to complete the whole of the work in the time stated in the tender, subject to the schedule of conditions.
- ii) The Bidder is to provide at all times during the progress of work and the maintenance period proper means of access, with ladders, gangways, etc., and the necessary attendance to move and adopt as directed for the inspection of their representative (no separate rate will be allowed).
- iii) The Bidder is to keep all persons under his control and within the boundaries of the site and he will be held responsible for the care of the works generally until their completion including all works executed and materials deposited in the sites by himself or suppliers, together with all risks arising from weather, carelessness of operatives, damages or loss by thefts or by any other cause, and is to allow for all necessary watching and protective lighting.

26. LABOUR ACTS:

- i. The Bidders shall employ labour in sufficient number to achieve the required rates of progress and quality to ensure best workmanship of the degree required under various specifications and to the satisfaction of Engineer-in-charge. The Bidders shall remain liable for the payment of all wages or other remunerations to his labourers or employees under the Payment of Wages Act 1936, Minimum Wages Act 1948, Employers Liability Act 1938, Workmen's Compensation Act 1923, ESI Act 1948, or any other Acts or enactments relating thereto and rules framed there under from time to time. In the event, the Bidder fails or neglects to pay any amount due by him under the workman's compensation Act, ESI Act or other Labour Laws,

the Employer is entitled to withhold the same from any other amount payable by it to the Bidder and remit the same to the authority concerned and such payment shall be binding on the Bidder.

- ii. In the event of contract, the Bidder shall be responsible for implementing the provision of the Labour Acts and shall also be responsible for any repercussions arising there from for non-compliance thereof.
- iii. The intending tenderers should quote their organization registration/code numbers for the registration with ESI/PF Authorities. It may be noted that other things being equal, preference will be given in the acceptance of tender to firms having independent registration with ESI/PF Authorities.
- iv. AIFF shall arrange to recover from the Bidders bills requisite amounts of both Employer's and Employee's contribution for both ESI and PF calculated on the basis of 25% of the value being taken as the labour cost and recover such amounts from the respective bills and keep the same in suspense account. On production of requisite documentary evidence supporting payment of ESI/PF Authorities/supported by the acquaintance bills, the amount earlier recovered from Bidder's bills shall be paid duly adjusting the shortfall in remittance, if any.
- v. In the event of any accident/injury/disablement, the Bidder shall arrange to pay the requisite compensation legally payable to the concerned employee/dependents and also indemnify to AIFF in case of any claim arising therefore later.
- vi. BIDDERS should employ only ESI Registered workmen on any item of work. If Bidders have workman who have not yet been Registered under the ESI they should ensure that the workers have been duly registered before employing them in work.
- vii. BIDDERS should produce his MUSTER ROLL duly certified by Engineer-in-charge once in a month say before 5th of each month to the Pay roll section, so that the ESI amount can be ascertained and recovered/payment obtained irrespective of the fact whether work order is issued or not.
- viii. If there is any default on the part of the Bidder, an estimated amount towards ESI liability including the would-be penalty/damage, will be recovered by the Employer from the bills of the Bidders.
- ix. BIDDERS should maintain all registers and records required for ESI, PF Payment of wages, etc., under the statutes and produce them for verification as and when called for by Employer inspecting Authorities.

27. FAIR WAGES: The Bidder shall not pay less than fair wage to labourers, workmen engaged by him on the work. Fair wages means wage for the various categories of labour, workmen, fixed from time to time by the labour authorities of the area. The Bidder shall ascertain the minimum fair wages prevailing in the area before submitting his tender. The Bidder should also abide by labour regulations in regard to the payment of wages, wage period, fines and deductions from wages, maintenance of wage book, wage slip, publication of scales of wage and other terms of employment, inspection and submission of periodical returns and all other matter relating to labour rule in force.

- 28.** The Bidder shall arrange qualified Engineers with experience in similar construction work to be at the work spot throughout the period of construction to ensure correct undertaking and execution of the work as per drawings and specifications.
- 29.** The setting of the building shall be done by the Bidder himself. All measurements shall comply with the dimensions noted on the drawings if any. The Bidder shall construct centre line pillars and Bench Marks wherever necessary at his own cost and the setting out shall be got checked, approved and certified by the Engineer-in-charge before execution of the work.
- 30.** Foundations shall generally conform to the dimension indicated on the drawings, unless the nature of soil after excavation examined by the Engineer In charge, of works necessitates modifications. The foundation trenches for RCC columns and walls after excavation indicated on the drawing shall be got inspected, approved and certificated by the Engineer-in-charge of works before laying concrete.
- 31.** Provision shall be made during the progress of work for embedding Electric conduits etc., wherever necessary as directed. Openings shall be left for service lines, machine foundations, as required and as per instructions of the Engineer-in-charge.
- 32.** Care shall be taken in execution of work not to damage service lines etc., coming in the way of construction. If any damage is caused in the lines, the cost of replacing or repairs shall be borne by the Bidder.
- 33.** BIDDER(S) shall provide himself/themselves with requisite number of welding sets, mixers with hoppers, vibrators builders hoist, Tools, meters and testing equipments, transport vehicles, etc., required for the complete satisfactory execution of work.
- 34.** The Bidder shall agree to execute the work progressively in co-ordination with the concerned officers or shop supervisors and as directed by Engineer-in-charge. THE specifications contained in the MES Schedule (referred to in the tender) in appropriate sections shall apply to this contract to the extent applicable, cement co-efficient shall also form part of MES Schedule.

35. VALUATION OF DEVIATIONS:

Every deviation shall be subject to the limits specified as under:

- a. The net value of all deviations (additions and deductions) including non-tendered items, of the value of work completed, shall not exceed 20% of the approved contract value.
- b. In case of non-tendered items, the total value of such non-tendered items shall not exceed 5% of the approved contract value.

The basis for ascertaining the non-tendered items shall be as follows:

- (i) The value of all deviations shall be ascertained by measurements, on the basis of the rates or prices for similar work in the bill of quantities of the same contract in so far as such rates or prices apply.
- (ii) Where the rates or prices in Bill of Quantities do not apply, the value shall be based upon rates or prices deduced there from to the extent practicable to do so.
- (iii) The rates for NT items shall be based on the SSR rates after proportionate

adjustment in comparison with the tendered rates of like items in the contract. The basis to be adopted for working out the NT rate is the comparison of the NT item with similar trade item in the bill of Quantity for which the Bidder has quoted.

- (iv) Wherever NT items cannot be deduced from the like items quoted in the tender or SSR rates, market rate shall be allowed based on vouchers/invoices as per the actual including transportation, labour etc., plus 10% overheads and the labour rate shall be taken as per minimum wages in force, based on the recommendations of the Chief Engineer.
- (v) As a last resort a tender shall be floated to ascertain the rate for NT items. All Deviations in contracts for works including non-tendered items shall be approved by the Competent Authority as per DoP within the limits prescribed in the contract. The deviations and NT items shall be technically checked and processed by the respective "Engineer-in-charge " in concurrence with Finance Department of the respective division.

36. PROVISION OF FITTING/FIXTURES OF DIFFERENT MAKE:

The Bidder shall provide the same make of fittings/fixtures specified in the tender documents unless he has quoted for other equivalent for genuine reasons. In case due to exigency of the work and difficult market conditions, the Bidder is not able to provide the same make, he shall be allowed to provide equivalent approved make subject to his obtaining the concurrence of the Chief Engineer for the price adjustment as between the quotation and the purchase price for the item involved. The base for reckoning shall be the date of purchase. The Bidder shall produce purchase invoice as a proof of expenditure for the items other than those specified in the tender documents allowed for incorporation in the work. Construction Department in respective Divisions/Regional/District Offices shall ensure the reasonableness of the rate in the purchase bill produced by the Bidder. The price adjustment shall be the difference between the two makes on the date of purchase.

The Employer reserves the right to accept the tender in parts i.e. on the basis of lowest quotation in each part or as a whole, at its own discretion and hence it is important that the tenders take sufficient care and quote reasonable rates in each part, so that if one part only is separated and entrusted to one Bidder, he should be able to do it without difficulty. The rates quoted for similar items should be consistent. THE Employer also reserves the right to accept the lowest or any other tender at its discretion without assigning any reasons whatsoever.

SCHEDULE OF PAYMENTS AT STAGES

SI No	Description	Individual in % on contract value in EPC mode	Cumulative on Contract value in EPC Mode
1	Submission & approval of designs, drawings, detailed estimation, BOQ, 3D walkway presentation as required for commencement of the project.	3%	3%
2	Leveling/dozing and land filling of complete including cleaning and removal of rank vegetation and disposal of debris /dismantling of steel/ RCC structures/any other materials lying inside the are to be deposited at area shown and debris to be taken outside the premises not objected by any local civic authority.	2%	5%
3	Submission of Soil investigation report with Layout and architectural elevation of proposed structures for approval of AIFF.	2%	7%
4	On submission of proof check of design & drawings by Government Institute, IITs, NITs, IISC. After getting the proof checking done the Bidder shall submit corrected and final structural design, BOQ, drawings in soft copies and five sets of hard copies.	2%	9%
5	Completion of foundations and up to plinth level for	5%	14%
6	Erection of Structure of main building viz., columns, purlins, roof truss, bracings, crane girder other related works	26%	40%
7	Completion of Superstructure above plinth Masonry wall, RCC Column, Masonry wall & retaining walls were ever necessary including plastering (Internal & External)	5%	45%
8	Completion of roof sheet and cladding galvalume sheet, Poly carbonate sheet (sky light), wind turbine ventilators, Roof gutters and rainwater down take pipes	10%	55%
9	Completion of installation of rolling shutters for hangars, windows and	5%	60%

	ventilators, plumbing lines inside the office buildings & providing EOT Crane rails etc.,		
10	Completion of fixing of rails both SG & BG as per drawing, providing Concrete Road, connecting to all other existing hangars, connecting storm water drains to rain water harvesting, UG sumps, RCC OHT, pump house with control panel, bore wells with submersible pumps, and Firefighting hydrants, plinth protections all-round the hangar and chambers connecting to STP, Overhead PVC Tanks for each block, and concrete hard standing etc., complete.	15%	75%
11	Completion of buildings such as office area, substation building, Toilet blocks with Traverser facilities, Turntable facilities, Sanitary fittings, water lines and sanitary lines including connection to chambers, STP, underground drain, Rolling shutters for hangar.	5%	80%
12	Completion of VDF flooring, Epoxy for aisle ways inside PEB hangar including electrical cable duct etc.,	5%	85%
13	Completion of supply, installation, commissioning & testing of internal electrical work viz., wiring, electrical sockets, light fitting & fixtures.	5%	90%
13	Completion of Finishing works viz., internal & external painting works of Hangar & Security blocks, Sign/Name boards, landscaping work and any other works as per scope of work. Obtaining Occupancy/ completion certificate on completion of project & submission of as-built drawings & handing over the project	10%	100%

7. SPECIAL CONDITIONS OF CONTRACT (SCC)

1. SUFFICIENCY OF PRICED BILL OF QUANTITIES AND TENDER:

On the acceptance of his tender, the Bidder shall forthwith satisfy himself as to the correctness and sufficiency of his tender for the works as well as prices percentage stated in the bill of quantities and the schedule of prices and within seven days of the acceptance of his tender he shall sign the acceptance, which shall be construed and taken as an acknowledgement on his part of his complete satisfaction and acquiescence in the sufficiency of the prices.

2. BIDDER TO EXECUTE CONTRACT WITH EMPLOYER:

The Bidder shall within thirty days of the issue of purchase order enter into and execute a formal agreement of contract. The Bidder shall not be entitled to make any charges for the perusal of the contract. The Bidder shall within ONE month of the issue of acceptance letter submit the detailed work schedule in the form of master plan, monthly plan, weekly work execution plan clearly indicating the various activities. Work shall start on priority basis as per AIFF requirement. However, if any portion of site not made available by AIFF for any reason whatsoever no claim on account of this will be entertained.

3. ENGINEERS ORDER TO COMMENCE WORKS AND AS TO NON-DELIVERY OF SITE:

The Bidder having signed the contract, the Accepting authority will forthwith give him notice to commence the works and the Bidder shall upon receipt of such notice commence the works and carry them on at such point or points and in such portions as the Engineer may direct. The Employer shall, with Engineer's written order to commence the works, give to the Bidder the use of so much of the site of works as may, in the opinion of the Accepting authority, be required in order to enable the Bidder to commence and continue to construction of the works, and shall from time to time consider proper in that behalf, but the non-delivery in manner aforesaid of the use of such site, or any portion thereof, shall not vitiate or effect the contract, nor any provision contained in the specification, not entitle the Bidders to any increased allowance in respect of the money

4. SETTING OUT WORKS:

The Bidder shall set out the whole of the works & be responsible for the correctness of the position, levels & dimensions of several works, according to the drawings & written instructions of the Engineer. If at any time during the progress of the works any error shall appear or arise in the position, levels or dimensions of the several works, the Bidder, on being required to do by the Engineer, shall at his own expense remove & amend the work to the satisfaction of the Engineer, notwithstanding that he may have been assisted by the Engineer in setting out the same.

The setting out of the building shall be done by the Bidder himself. All measurements shall comply with the dimensions noted on the drawings. The Bidder shall construct center line pillars wherever necessary at his own cost and the setting out shall be got checked, approved and certified by the Engineer in-Charge before execution of work.

5. MATERIALS TOOLS ETC., BROUGHT ON TO WORKS BECOME THE PROPERTY OF THE EMPLOYER DURING CONTINUATION OF CONTRACT:

All materials, tools, implements and other things brought by the Bidder upon the Employer's works shall thereupon become, and shall continue to be the absolute property of the Employer and be considered in its possession, the Bidder having only the right of using the same for the purpose of the contract. After the works have been completed and all obligations under the contract duly fulfilled, the Employer shall return to the Bidder the tools, implements and surplus or waste materials then remaining upon the company's works to be removed by him forthwith and cleared away. Nevertheless, the Employer shall not at any time be liable for the loss of any of the said materials, tools, implements or other things, but the whole of this liability shall fall upon the Bidder, the same as if they had remained in his possession.

6. WORKS TO BE CARRIED WITH AN EXPEDITION FAILING WHICH THE EMPLOYER MAY EMPLOY BIDDERS WITHOUT VITIATING THE CONTRACT:

The Bidder shall commence to carry on the works with due diligence, and as much expedition as the Officer- in- charge /Engineer in charge may reasonably expect, having regard to the specified time of completion of the whole of the works. In case the Bidder fail to do so or neglect to provide proper and sufficient materials or to employ a sufficient number of workmen to execute the works then the Employer shall have full power, without vitiating contract, to take the works wholly or in part of the hand of the Bidder, to engage or employ any other person or workmen, and to procure all requisite materials and implements for the due execution and completion of the said works and the costs and charges incurred by the Employer in so doing shall be ascertained by the Accepting Officer and be competent for the company to deduct the amount of such costs and charges along with overheads out of any sum or sums due or to become due from the Employer to the Bidder under this or any other contract.

7. EMERGENCY POWERS:

In the event of any accident or failure occurring in or on the works which in the opinion of the Engineer, requires immediate attention either during the construction or during the period of maintenance, the Employer may, by their own or other workmen make necessary repairs at the expense of the Bidders.

8. OPENINGS TO BE MADE FOR EXAMINATION OF WORKS:

Should the Engineer require it for his more perfect satisfaction, the Bidder, shall at any period during the continuance of the contract pull down any part of the works, and make such openings, and to such extent, through any part of the works as the Officer in charge / Engineer in charge may direct, and the Bidder shall make such works good again to his satisfaction. Should the works be found faulty in any respect the whole of the expenses thereby incurred shall be defrayed by the Bidder, but of otherwise, by the Employer.

9. SCOPE OF COMPLETION:

Completion includes completion of all works in accordance with plans and specifications, removal of all yard mess accumulated during construction, leveling and cleaning up the site and generally cleaning the whole building or works.

10. FINAL MEASUREMENT:

The final measurement can be through re-measurement of the whole of the work performed, as decided by OIC/EIC if required will be made by the Employer's authorized representative at which the Bidder or his accredited agent must be present. For this purpose, a written notice will be sent to him at least three days before the date fixed for the measurement, appointing the day, hour and place of meeting. Should he not attend to this, the measurements will proceed without him, and he will be precluded from making any protest. If a dispute arises between the Employer and the Bidder as to the Quantity and Quality of work performed involving a sum of larger than Rs.500/- the Bidder may appeal in writing to the Employer for measurement or reappraisal, as the case may be. If the Employer considers the Bidder's claims is valid, they may appoint an Officer other than the Officer who made the final measurements and inspection, and his report shall be considered as final and binding on the Bidder. The Bidder shall have a representative present when the re-measurement or reappraisal is being made.

11. SIGN BOARD AND HOARDINGS:

The Bidder shall not affix to place any placards or advertisement of any description or permit the same to be affixed or place in or upon any hoarding, gantry, building/structure other than that approved by the OIC/EIC.

12. FOUNDATIONS

Foundations shall generally conform to the dimensions indicated in the drawings, unless the nature of soils after excavation examined by the engineer-In –charge of works necessitates modifications. The foundation trenches for RCC columns and walls after excavation indicated on the drawings shall be got inspected, approved and certified by the Engineer-In-charge of works before laying concrete.

13. DAMAGE TO SERVICE LINE ETC., OF THE EMPLOYER:

Care shall be taken in execution of work so as not to damage service line etc., coming in the way of construction. If any damage is caused to the line, the cost of replacing or repairs shall be borne by the Bidder. The work schedule shall be submitted on the enclosed activity schedule along with the equipment & manpower mobilization schedule envisaged for timely completion of work within the stipulated time for completion of work.

15. PROVISION OF MACHINES, TRANSPORT ETC.:

Bidder shall provide himself with requisite number of welding sets, hoisting equipment, transport vehicles etc., required for the complete satisfactory execution of work. The Bidder shall furnish list of specific equipment's to be mobilized by him, of acceptance of contract as agreed / directed by the Engineer-in-charge.

16. MATERIALS SUPPLIED BY THE BIDDER:

The Bidder shall furnish / produce purchase vouchers and manufacturer's test certificates of Structural Steel and steel from the reputed manufacturers / suppliers. In addition to the testing of materials, in accordance with technical specifications and quality plan enclosed with this tender. However, OIC/EIC shall decide the usage of the same while incorporating in the work based on the manufacturers test report and then test certificate obtained from the approved laboratory as per quality plan.

i) CEMENT

- (a) Cement required for the work when specified in the contract shall be Bidders own supply. The cement shall be of approved INDIAN MANUFACTURE Co., conforming in all respects with the latest Indian Standard specification for Cement including latest amendments as stated in technical conditions and shall be ISI marked.
- (b) Prior to commencing the work, the Bidder shall inform the Engineer the brand of cement and the manufacturer's name he proposes to use and if required, shall produce certificates from the firm from whom he obtains the cement. The Engineer reserves the right of rejecting cement of any brand which has not established itself as a high-grade Portland cement and has not for three years or more given satisfactory result in use under climatic or other conditions of exposure similar to those of the works proposed.
- (c) Bidder binds to deliver the cement on the work so as to allow ample time for testing in order that if a brand or batch fails at the test there will be time to receive and test other cement before it is required to be used. This is to ensure that there shall be no delay on the works consequent on the rejection of the cement, which does not satisfy in the test from Authorized laboratory. Failing this, the responsibility for such delay will rest on the Bidder.
- (d) Immediately after the work order is signed, Bidder shall procure and store at the site of the works such stock of cement as the Engineer directs to do so for satisfactory completion of work. The Bidder shall give to the Engineer-in-Charge notice of the arrival of each consignment of cement on the work and shall give the Engineer sufficient time for testing the same before it is issued on the work. Only cement certified by the Engineer to conform to Indian Standard Specification shall be used on the works. The Bidders shall maintain a register at the work spot for the receipt and use of cement on the work and such entries shall be got attested daily by the Engineer-in-Charge or his authorized representative.
- (a) Quantity of cement used on the works shall conform to cement co-efficient schedule. If in the event of being discovered that the quantity of cement used is less than the quantity ascertained as herein before provided, the cost of the quantity of cement not so used shall be recovered from the Bidder.
- (b) All rejected cement not conforming to technical specifications shall be removed by the Bidder from the work spot immediately at his own RISK AND COST.
- (c) The cement shall be stored in barrels or bags at the site on a wooden floor or a platform not less than 1' above the ground level staked in rows of 10 bags high 2'

clear from the walls in a covered shed affording adequate protection against the weather and moisture from any source.

- (d) After completion of work, the theoretical quantity of cement to be used on work shall be calculated on the basis of cement co-efficient schedule for various items of work involving the use of cement.
- (e) Over the theoretical quantity of cement, a variation of 3% plus/minus shall be allowed.
- (f) In the event of it being discovered that the quantity of cement used is less than the quantity ascertained as herein before provided (allowing variation on minus side as stipulated above). The cost of the cement not so used shall be recovered from the Bidder on twice the basis of Market Rate plus 10% to cover profit and overheads deemed to have been allowed in the tender rate

ii) STRUCTURAL STEEL / REINFORCEMENT STEEL

- a) Mild steel / HYSD / TMT and Structural steel required for the work shall be Bidders own supply. The structural steel / reinforcement steel elements shall be of approved Indian Manufacture conforming in all respects with the appropriate Indian Standard Specification.
- b) Prior to commencing the work, the Bidder shall inform the Engineer the brand of steel and the manufacturer's name he proposes to use and if required, shall produce certificates from the firm from whom he obtains the Structural Steel. The Engineer reserves the right of rejecting Structural Steel / reinforcement steel of any brand.
- c) Bidder binds to deliver the Structural Steel / reinforcement steel on the work so as to allow ample time for testing in order that if a brand or batch fails at the test there will be time to receive and test other Structural Steel / reinforcement steel before it is required to be used. This is to ensure that there shall be no delay on the works consequent on the rejection of the Structural Steel, which does not satisfy in the test. Failing this, the responsibility for such delay will rest on the Bidder.
- d) Immediately after the work order is signed, Bidder shall procure and store at the site of the works such stock of Structural Steel / reinforcement steel as the Engineer directs to do so for satisfactory completion of work. The Bidder shall give to the Engineer-in-Charge notice of the arrival of each consignment of Structural Steel / reinforcement steel on the work and shall give the Engineer sufficient time for testing the same before it is issued on the work. Only Structural Steel / reinforcement steel certified by the Engineer to conform to Indian Standard Specification shall be used on the works. The Bidders shall maintain a register at the work spot for the receipt and use of Structural Steel / reinforcement steel on the work and such entries shall be got attested daily by the Engineer-in-Charge or his authorized representative.
- e) All rejected steel not conforming to the appropriate Indian Standard Specifications shall be removed by the Bidder from the work spot immediately at his own risk and cost.
- f) Rates for all items involving use of structural steel / reinforcement steel shall be based on the price of structural steel conforming to IS as mentioned in technical

specifications.

- g) Rates for all items involving use of Structural Steel / reinforcement steel conforming to IS as mentioned in technical conditions.
- h) After the completion of work, the theoretical quantity of steel section to be used on works shall be taken as the quantity required as per design or as authorized by the Engineer-in-charge including authorized lappages plus 5% wastage due to cutting into pieces. Over this theoretical quantity plus 5% and minus 4% shall be allowed as variation due to wastage being more or less.
- i) In the event of it being discovered that the quantity of steel used is less than the quantity ascertained as herein before provided (allowing variation on the minus side as stipulated above) the cost of the quantity of steel not so used shall be recovered from the Bidder at twice Market Rate plus 10% to cover profit and cartage to site deemed to have been allowed in the tender rates.
- j) The provisions made above are without prejudice to the right of the Employer to take action against the Bidder under the condition of the contract for not doing the work according to the prescribed specifications.

17. FABRICATION OF STRUCTURAL STEEL BY THE BIDDER ON ACCEPTANCE OF WORK AND CUTTING & BENDING OF REINFORCEMENT STEEL.

- a) The tender rate for steel work shall be deemed to include for all works with fabrication drawing. The work "Fabrication" does not however include any manufacturer's job. The shop drawing for Fabrication to be submitted for the approval of OIC/EIC. The Fabrication at site shall confirm to the approved shop Drawings.
- b) The bar bending Schedule for reinforcement steel shall be submitted for the approval of Engineer-in-charge and the work thereafter shall be executed as per the approved drawing.
- c) **OTHER MATERIALS**
All other materials required for the work shall also be supplied by the Bidder. These shall conform to appropriate Indian Standard Specification and procured from approved manufacturer.

17A. ACCEPTANCE OF TENDER:

The Employer reserves the right to accept tender in parts (i.e. on the basis of the lowest quotation for each part) or as a whole at its own discretion and hence it is important that the Tenderers take sufficient care and quote reasonable rates in each part so that if one part is separated and entrusted to the Bidder he should be able to do it without difficulty. The rate quoted for similar item should be consistent.

18. RIGHT TO ACCEPT THE CONTRACT:

The Employer also reserves the right to accept the lowest or any other tender at its own discretion without assigning any reason whatsoever.

19. MODIFICATION OF SPECIFICATIONS:

No modifications or changes of specification in the Bill of Quantities will be accepted & such tenders are liable to be rejected.

20. EARNEST MONEY DEPOSIT:

Earnest Money Deposit amount which a Bidder shall deposit along with the tender shall be equal to:

- (a) For works, 2% (Two Percent) of the estimated cost or as notified from time to time: The EMD shall be deposited in the form of pay order / Demand Draft/ Banker's cheque/ Bank Guarantee in favour of AIFF, payable at New Delhi. EMD deposited by the Bidder shall not bear any interest to the Bidder.

21. MOVEMENT OF RCC DUE TO TEMPERATURE

To prevent movement of RCC due to temperature difference, the top of wall on which the slab rests should be plastered smooth and spread with a layer of sand before casting the slab. Lintels with chajja when cast monolithic should be provided with a lug in the centre so as to prevent the ingress of moisture on to the inner face of wall.

22. INTERPRETATION

If sectional completion is specified in the contract data, references in the conditions of contract to the works, the completion date, and the intended completion date apply to any section of the work (other than references to the completion date and intended completion date for the whole of the works).

23. SHOW-CAUSE NOTICE

In case where the Competent Authority decides that action against the Bidder is called for, a show-cause notice shall be issued by the AIFF, containing the imputation of misconduct. The Bidder should submit within 15 days a written statement in its defense.

24. PERFORMANCE STANDARDS AND QUALITY ASSURANCE

1. TECHNICAL SPECIFICATIONS

The works in general shall be executed as per relevant specifications amended up to date, unless given otherwise in this tender document and as per direction of Engineer-in- Charge. In case of discrepancy among the specifications / conditions as mentioned above, the precedence given in general condition of contract shall be followed.

2. TESTS TO BE CONDUCTED BY BIDDER AT HIS COST

The material before incorporation in the work shall be informed to AIFF along with Manufacturers Test report on direction of OIC/EIC may permit such materials for the work subjected to Laboratory Testing. Any adverse Test results, such material shall be

removed from the site immediately and the work carried out shall be demolished / dismantled / removed from the site as directed by OIC/EIC.

3. LIST OF APPROVED VENDORS / MANUFACTURER'S LIST OF APPROVED VENDORS /

SL. No.	Item	Make / Manufacture
1.	Ordinary Portland Cement 43/53 (OPC/PPC)	Birla, Rajashree, ACC, J.K cement, RAASI, Coramandel, Ultratech, Ramco, Ambuja
2.	White Cement/Putty	Birla White, JK White, Laticrete
3.	Paint	Asian Paint, Berger, Nerolac, ICI, J.K., Birla.
4.	Reinforcement Steel (HYSD/TMT)	SAIL, TATA, Vizag Ispat [RINL], Jindal.
5.	Structural Steels for use in Structural Members.	SAIL, TISCO, Vizag Ispat [RINL], Jindal.
6.	Structural Steels works Like Window grills, Handrails, cable trench covers	Any brand confirming to BIS standards.
7.	Ceramic Tiles	Kajaria, H&R Johnson, Nitco, RAK
8.	Vitrified Tiles.	Kajaria, H&R Johnson, Nitco, Euro, RAK,
9.	Aluminum Hardware/Fittings.	ISI Mark/BIS Mark
10.	Aluminum Extruded Sections.	Jindal, Indal, Hindalco.
11.	Glass	Modi Float, Saint Gobian, Hindustan Pilkington, Triveni, Asahi & Atul.
12.	Plywood (BWR/BWP) /Particle Board / Block Board	Kitply, Kenwood, Greenply, Archid, century, Trojan, Anchor.
13.	Tile Adhesive	Laticrete, Ardex Endure, Weber, Pidilite, Sika, Asian Paints, Fosroc, Tremco.
14.	Door Closer & Floor Springs	Everite, Godrej, hardwyn, Dorma, Ozone.
15.	Flush Door Shutter & Block Board.	Mysore Plywood, Kutty, Indian Plywood Manufacturing Co, Kenwood, Durian, Greenlam, National, Shakti, Archid, Nikki.
16.	Laminates/ Particle Board	Archid, Greenlam, Formica/Marino, Sandek, Euro
17.	M.S. Windows, Ventilators	Madhu Industries, Concorde Industries, Deccan Structural, Hercules, Shakti.
18.	Low VOC Paints (OBD / Interior/ Exterior Emulsion Paint, Synthetic Enamel)	Asian, Berger, Jenson & Nicholson, ICI, Nerolac

19.	Cement Paints.	Snowcem India Ltd, Jenson & Nicholson, Asian, Berger.
20.	M.S/SS Hardware for Wooden Doors:	GARG, Janata, Mukund, Jyothi Pag, Godrej, harrison, Laxmi, doorma, doorset.
21.	MS Pipes	SAIL, TATA Steel Limited, Jindal, Indian Hume Pipe co Ltd., Appolo
22.	Sanitary Fittings & Fixtures.	Parryware, Johnson, Jaguar, Hindware, Cera.
23.	Gun Metal Valves.	Kirloskar, VAG, AVK, any material confirming IS Make.
24.	G.I. Pipes (any Dia.)	Indian Tube Co, Zenith, TATA, Jindal, Suryaprakash.
25.	C.P. Fittings	Jaguar, ESS ESS, Hindware, Kohler, Parryware, Cera, Marc
26.	Construction Chemicals / Admixtures / water proofing compound.	Cico, Roff, Fosroc, Pidilite, Sika/BASF, Tikidan, STP, Asian paint, BASF and Tremco.
27.	GI Fittings.	IS Make
28.	Cast Iron Pipes & Fittings.	SKF/NECO/BENGAL IRON CO.
29.	D.I Pipes	KAPILANSH, Kesoram, Electrosteel, SriPipes, Jindal.
30.	Galvalume Sheet for Roofing, Cladding, Sandwich panel, etc.,	Lloyd, Indal, Jindal, Tata steel [Tatablue Scope], bhushan, JSW, Essar.
31.	ALUMIN COMPOSITE PANEL	Alcobond, Durabond, Eurobond, Alstrong.
32.	Modified APP membranes	Fosroc, Sika-Texa, STP, Pidilite Industries, Asian Paints, Tikidan, Tremco.
33.	UPVC / CPVC Pipes including Fittings	Flow guard (Astral), Ashirvad, Finolex, Kisan, Supreme, Prince.
34.	Epoxy/PU Flooring & other specialised floorings.	Fosroc, Pidilite, Sika, Dr.Beck, Ardex Endura, Asian, Tikidan, STP, Tremco.
35.	PVC Doors /FRP Doors	Rajashree, Fimen, Sintex
36.	Manufactured Sand confirming to IS 383	Thriveni, Neo Sand, Chaitanya Enterprises, TAVARA, Jyothi, Solutions India Pvt Ltd, Sand masters, AVS Tech building.
37.	RMC	Any supplier approved by Quality Council of India and using approved brand of

		Cement as stated at Sl.No.1
38.	Polycarbonate Sheet	Tufflite, danpalon, Gallina, Tatablue Scope.
39.	UPVC Partition/ Doors/Windows	Fenesta, Saint Gobian, Encraft, Deccan Woodmate, LG, Madhu Industries
40.	M.S sliding Doors- Motorised/ Hangar doors/Boom Barriers./MS rolling Shutters-Motorised.	Areen, Gandhi Automations, Securetronix, SaiAutomation, Avians,
41.	Fire rated Doors.	Shakthi Horman, Indigatech, Ozone overseas Pvt Ltd. Sukhri
42.	PUF sandwich Panel using the materials as specified at S.No.30	Manufactured by AIFa, Karthik, Lloyd, Kirby, Metecno, TATA Bluescope,
43..	False Ceiling	Saint Gobin (Gyproc), Armstrong, Shera, Hunter Douglas, Metalium, USG Borel.
44.	S.S Pipes	Jindal, TATA, Apollo, Suryaprakash Pipes.
45.	Concrete Paver Blocks	Eurocon Tiles, Basant Beton, Sobha, Apco, Nitco (Rockard), Jyothi Group.
46.	Wooden Flooring	Armstrong Flooring, Mohawk Flooring, Greenply, Tarketsomer.

Note:

1. Bidder shall obtain prior approval of AIFF before procurement of the Materials from the manufacturers listed above for the work. If any of the above Brands of Materials are not available, Engineer-in-charge shall allow use of other brand material duly approved by OIC/EIC provided they confirm to the requirement of IS as per Technical Specification/Quality Plan.
2. AIFF reserves the right to reject or accept any of the make given above without assigning any reasons and Bidder is bound to supply other brands in the list.

4. LIST OF TESTING LABORATORIES

The bidder shall get the testing done from the Testing Laboratory agency approved by NABL.

5. GENERAL SAFETY CLAUSES

i. General:

The Bidder shall take all safety precautions / measures and ensure safety for the works, he has been contracted to execute. He shall follow all relevant safety codes of AIFF/MES/CPWD and IS codes and safety manuals. The Bidder shall indemnify AIFF from any consequences arising due to Bidder's failure in respect of safety measures. Some of the more important measures are listed below. The Bidder shall implement any further measures which may be required as per the safety codes of AIFF/MES/CPWD/ IS codes etc. and the measures which the Engineer may call for during the execution of the work.

The Bidder shall engage labourers aged 18 years and above.

Suitable Technical devices shall be used as much as possible to avoid or limit the loads by manual transport.

The Bidder shall engage suitably qualified persons for training / instructing working techniques, methods of lifting, putting down, unloading and stacking of different types of loads; with a view to safeguarding health & preventing accidents.

The Maximum permissible weight which may be transported manually by a Male worker shall not be more than 50 Kgs.

As far as possible adult women workers should not be assigned to regular manual transport of loads. Women workers should not be assigned to manual transport of loads during pregnancy which has been medically determined.

Where adult women workers are engaged in the manual transport of loads the maximum weight of such loads should be substantially less than that permitted for adult Male workers.

The firm should use required PPE while executing the work viz., Safety Helmet, Safety Belt, fall restraint, Crawler board, Safety net etc.,

Before start of work a work permit has to be obtained by the firm which will be valid for one day.

The firm should inspect the work area before starting execution, prepare a risk assessment and get approved by Safety Engg. Department.

The workmen engaged by the firm shall be medically fit, they should undergo Vertigo test along with other tests and submit medical fitness certificate.

ii. Scaffolding:

Suitable scaffolds shall be provided for workmen for all work that cannot safely be done from the ground, or from solid construction except such short period work as can be done safely from ladders. When a ladder is used an extra labourer shall be engaged for holding the ladder and suitable footholds and handholds shall be provided on the ladder and the ladder shall be given an inclination not steeper than $\frac{1}{4}$ to 1 (1/4 horizontal and 1 vertical).

iii. Guard Railing in Scaffolding / Staging / Platforms:

Scaffolding or staging more than 3.25 meters above the ground floor or floor swung or suspended from an overhead support or erected with stationary support, shall have a guard rail properly attached, bolted, braced and otherwise secured at least 1 meter high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such openings as may be so fastened as to prevent it from swaying from the building or structures

iv. Working Platform / Gangway / Stairway:

Working platform, gangways and stairways shall be so constructed that they do not sag unduly or unequally, and if height of a platform or gangway or stairways is more than 3.25 meters above ground level or floor level, it shall be closely boarded, have adequate width and be suitably fenced provided with guard rail as described in 2 above.

v. Access to working platforms and other working places:

Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 5 meters in length. Width between side rails in a rung ladder shall in no case be less than 30 cm. for ladders up to and including 3 meters in length. For longer ladders this width shall be increased at least 6 mm. for each additional 30 cm. of length. Uniform step spacing shall not exceed 30 cm.

vi. Hoisting Machines:

Use of hoisting machines and tackle including their attachments, anchorage and supports shall conform to the following:

Those shall be of good mechanical construction, sound material and adequate strength and free from patent defects and shall be kept in good repair and in good working order.

Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate strength, and free from patent defects.

Every crane driver or hoisting appliance operator shall be properly qualified and no person under the age of 21 shall be in charge of any hoisting machine including any scaffold winch or give signals to operator.

In case of every hoisting machine and of every chain ring hook, shackle swivel and pulley block used in hoisting or lowering or as means of suspension, safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with safe working load. In case of hoisting machine having a variable safe working load, each safe working load and the condition under which it is applicable shall be clearly displayed on the machine prominently. No part of any machine or of any gear referred to above in this paragraph shall be loaded beyond safe working load except for the purpose of the testing.

Motors gearing, transmission, electric wiring and other dangerous parts of hoisting appliances shall be provided with efficient safeguards; hoisting appliances shall be provided with such means as will reduce to the minimum, risk of accidental descent of load. Adequate precautions shall be taken to reduce to the minimum risk of any part of a suspended load becoming accidentally displaced.

When workers are employed on electrical installations which are already energised, insulating mats, working apparel such as gloves, sleeves and boots, as may be necessary, shall be provided. Workers shall not wear any rings, watches and carry keys or other materials which are good conductors of electricity.

Load tests: All cranes, hoisting machines etc. shall be load tested. Bidder shall submit test certificate from competent, authorised person before use.

vii. Demolition works: Before any demolition work is commenced and also during the process of the work:

- a. All roads and open areas adjacent to the work site shall either be closed or suitably protected.
- b. No electric cable or apparatus which is liable to be a source of danger over a cable or apparatus used by Bidder shall remain electrically charged.
- c. All practical steps shall be taken to prevent danger to persons employed, from risk or fire or explosion, or flooding. No floor, roof, or other part of a building shall be so overloaded with debris or materials as to render it unsafe.
- d. All blasting materials shall be stored and handled as per guidelines of relevant authorities.

viii. Barricades:

Bidder shall erect and maintain barricades required in connection with his operation

to guard or protect:

- a. Excavation / Hoisting / Lifting areas
- b. Slab Openings
- c. Areas adjudged hazardous by Bidder's or Engineer's Inspection.
- d. Existing property subject to damage by Bidder's operations.
- e. Bidder's employees and those of his sub-Bidders shall become acquainted with AIFF / Engineer's barricading practice and shall respect the provisions thereof

ix. Net & Protective Platform:

The Bidder shall provide & maintain closely knitted PVC net all-round tall buildings throughout the construction period. He shall also provide all-round from external face about 1.5 M+ wide temporary platforms at every 6th-7th floor covered with welded steel mesh. This shall be maintained & updated throughout the construction period to avoid any accident due to dropping of construction materials/debris. This shall be strictly followed and work shall be permitted only when complied with satisfaction of the Engineer. If the above are not fully taken care of the Engineer reserves the right to get the same carried out through other agency at the risk and cost of the Bidder.

x. Prevention of Fire and Protection:

All combustible waste materials, wood scaling, soiled rags, etc. should be removed daily and burned in suitable areas.

Fire, welding, and flame cutting should not be permitted in combustible areas. Fires and open flame devices should not be left unattended.

Smoking should be prohibited in all flammable material storages, viz. carpentry, paint shops, garages, service stations, etc. "No Smoking" signs should be posted on all such areas. Accumulation of flammable liquids on floor, walks, etc, should be prohibited. All spills of flammable liquids should be cleaned up immediately.

Flammable liquids, lubricants, etc. should be handled and transported in safety containers and drums which can be kept tightly capped. Petrol or other flammable liquids with a flash point below 100 Deg F should not be used for cleaning purposes.

Oxygen cylinders should not be stored with combustible materials.

All electrical installations should be properly earthed. Repairs should not be made on electrical circuits until the circuit has been de-energized.

Fire extinguishers & fire buckets, painted red, should be provided at all fire hazardous locations. Extinguishers should be inspected, serviced & maintained in accordance with manufacturer's instructions. The inspections should be evidenced by notations on the tag attached to the extinguisher. Handling of Hazardous materials shall be as per statutory regulation.

xi. Electrical Equipment:

All temporary and permanent electrical installations, power distribution and supply required for execution of Work shall be carried out conforming to existing industrial and domestic safety rules and regulations. Important specific points to be noted are as under:

Meter room and main switches should be freely accessible at all times and fully protected against all weathers.

Power distribution system shall be identifiable with display marking on switches. All power distribution shall be carried out with coated, adequately insulated and of appropriate current / load rating cables. It shall be securely routed for this purpose. No loose, naked, hanging wires shall be permitted.

Over load protection devices shall be installed whenever and wherever heavy current / load consuming construction or plant machinery susceptible to hazard is in use and as directed by the Engineer.

Metallic plugs and sockets shall be used in field work. Switch board shall be in close proximity so as to have quick control over the supply.

Proper and adequate earthing connection to be provided for all installation, plant machinery and distribution system.

Hand lamps and inspection lamps shall be adequately insulated and guarded with wire mesh and will have proper plugs for use. Security and illuminatory light shall be secured firmly and protected to withstand all weather.

xii. Protective equipment / gears:

All necessary personal protective equipment as considered adequate by the AIFF and the Engineer shall be available for use of the persons employed on the site and maintained in a condition suitable for immediate use; and the Bidder shall take adequate steps to ensure proper use of equipment by those concerned.

- Workers employed on mixing cement concrete shall be provided with protective footwear & protective goggles and hand gloves of polythene type.
- Those engaged in handling any material which is injurious to eyes shall be provided with protective goggles.
- Those engaged in welding works shall be provided with welder's protective goggles.
- The following safety equipment should be provided to workers as required and their use enforced. Rubber boots; hard toe protective safety boots; hard hats & helmets, safety belts; goggles for stone/concrete cutters, gas welding aprons, respirator shields, manila ropes and slings for lifelines, gloves, flash lights, battery lamps, safety nets, boatswain's chairs, helmets, life and ring buoys.

Items of personal wear should be maintained in serviceable condition and should before being reissued to other employees or returned to stores to be cleaned, sterilised, inspected and repaired, if necessary.

Loose and frayed clothing, hand rings, loose watch chains, etc. should not be worn around moving machinery or other sources of entanglement.

xiii. Other Safety Measures:

Every receptacle used for raising or lowering stones, bricks, tiles, slates, or other subjects should be enclosed, constructed or designed so as to prevent the accidental fall of such objects.

All gears, tools, goods or loose material should be properly loaded into the bucket or receptacle in which they are being raised or lowered. If necessary, they should be properly secured or effective precautions should be taken to prevent their fall.

No timber or materials with projecting nails should be used in any work because they can be a source of danger to people.

Adequate precautions shall be taken to prevent danger from electrical equipment.

No materials on any of the sites shall be so stacked or placed as to cause danger or inconvenience to any person or the public. The Bidder shall provide all necessary fencing and lights to protect public accidents and shall be bound to bear expenses of defence of every suit, action or other proceeding at law that may be brought by any person for injury sustained owing to neglects of the above precautions and to pay any damages and costs which may be awarded in any such suit, action or proceedings to any such person or which may with the consent of the Bidder be paid to compromise any claim by any such person.

xiv. First Aid and Industrial Injuries:

- i. Bidder shall maintain first aid facilities for his workmen. First aid appliance including an adequate supply of sterilised dressings and sterilised cotton wool should be maintained in a readily accessible place. Appliances should be kept in good order, and they should be placed under the charge of a responsible person who should be readily available during the working hours.
- ii. Bidder shall make adequate arrangements for ambulance service and for treatment of injuries. Names of those providing these services shall be furnished to AIFF prior to start of constructions and their telephone numbers shall be prominently posted in Bidder's field office.
- iii. All critical industrial injuries shall be reported promptly to the ENGINEER – IN – CHARGE and a copy of Bidder's report covering each personnel injury requiring the attention of a physician shall be furnished to AIFF

xv. Maintenance:

All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in a safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities shall be provided

at or near places of work.

xvi. Enforcement:

To ensure effective enforcement of the rules and regulations relative to safety precautions, arrangements made by the Bidder shall be open to inspection by the Engineer or his representatives and the Inspecting Officers.

xvii. Displays:

These safety provisions shall be brought to the notice of all concerned by display on a notice board at prominent places at the work spot. Persons responsible for ensuring compliance with the Safety Code shall be named therein by the Bidder.

xviii. Work permits:

Bidder shall take work permits from concerned departments of AIFF as per requirements before commencement of the work every day.

The Bidder shall at his own expense arrange for the safety provisions in respect of all labour directly or indirectly employed for performance of the works and shall provide all facilities in connection therewith.

IS codes	As applicable to the relevant work (Latest Revisions)
3696-1987	Safety code for scaffolds and ladders.
4014 (part 2) -1986	Safety regulations for steel tubular scaffolding
3764-1966	Safety code for excavation work
4081-1986	Safety code for blasting and related drilling operation.
4130-1976	Safety code of demolition of building.
4138-1977	Safety code for working in compressed air
4912-1978 and toe board	Safety requirements for floor and wall openings, railings
7969-1975	Safety code for handling and storage of building
13415-1992	Safety code for protective barriers in and around the
building	
13416-(part2) – 1992	Recommendations for preventive measures against hazards
at workplace- fall prevention	
5916-1970	Safety code for construction involving use of hot
bituminous material.	
7293-1974	Safety code for working with construction machinery.
8989-1978	Safety code for erection of concrete framed structure
7205 – 1973	Safety code for Erection of Structural steel works

G. APPENDICES

APPENDIX- A

*(To be executed on plain paper and applicable for all tenders of value _ Rs. 1
Crore and above)*

INTEGRITY PACT

Between

AIFF hereinafter referred to as “The Principal”

And

.....hereinafter referred to as “The Bidder/Bidder”

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for.....
..... The principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and / or Bidder(s). In order to achieve these goals, the Principal will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of the Principal

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a 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 Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal 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 Principal will exclude from the process all known prejudiced persons.
- (2) If the principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant criminal laws of India, or it there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 – Commitment of the Bidder(s)/ Bidder(s)

- (1) The Bidder(s)/ Bidder(s) commit themselves 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)/ Bidder(s) will not, directly or through any other person or firm, offer,

promise or give to any of the Principal's employees involved in the tender process or the 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)/ Bidder(s) will not enter with other Bidders 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 introduce cartelization in the bidding process.
 - c) The Bidder(s)/ Bidder(s) will not commit any offence under the relevant criminal laws of India; further, the Bidder(s) / Bidder(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or documents provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d) The Bidder(s)/ Bidder(s) of foreign origin shall disclose the name and address of the Agents/ Representatives in India, if any. Similarly, the Bidder(s)/ Bidder(s) of Indian Nationality shall furnish the name and address of the foreign Principals, if any. Further, as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Bidder(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is placed at **Appendix (A-1)**.
 - e) The Bidder(s) / Bidder(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.
- (2) The Bidder(s)/Contactor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 – Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/Bidder(s), before award or during execution has committed a transgression through a violation of Section 2, above or any other form such as to put his reliability or creditability in question, the Principal is entitled to disqualify the Bidder(s)/Bidder(s) from the tender process or act as per the procedure mentioned in the "Guidelines on Banning of business dealings".

Section 4 – Compensation for Damages

- (1) If the Principal has disqualified the Bidder(s) from the tender process prior to the

award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.

- (2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Bidder liquidated damages of the contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 – Previous Transgression

- (1) Bidders to disclose any transgression with any other public / government organisation that may impinge on the anti-corruption principle. The date of such transgression, for the purpose of disclosure by the bidders in this regard, would be the date on which cognizance of the said transgression was taken by the competent authority. The period for which such transgression (s) is / are to be reported by the bidder shall be the last three years to be reckoned from date of bid submission. The transgression(s), for which cognizance was taken even before the said period of three years, but are pending conclusion, shall also be reported by the bidders.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in “Guidelines on Banning of business dealings”.

Section 6 – Equal treatment of all Bidders /Bidders /Sub-Bidders

- (1) The Bidder(s)/ Bidder(s) undertaker(s) to demand from all sub-contractor a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
- (2) The Principal will enter into agreement with identical conditions as this one with all Bidders, Bidders and sub-Bidders.
- (3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 – Criminal charges against violating Bidder(s) / Bidder(s) / Sub-contractor(s)

If the Principal obtains knowledge of conduct of a Bidder, Bidder or Sub-Contractor, or of an employee or a representative or an associate of a Bidder, Bidder or Sub-Contractor which constitutes corruption, or of the principal has substantive suspicion in this regard, the principal will inform the same to the Chief Vigilance Officer.

Section 8 – Independent External Monitor / Monitors

- (1) The principal appoints competent and credible Independent External Monitor for this Pact.

The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement

- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. It will be obligatory for him to treat the information and documents of the Bidders/Bidders as confidential. S/he reports to the Chief/HOD of Administration, AIFF.
- (3) The Bidder(s)/ Bidder(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Bidder. The Bidder will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Sub-Contractor. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Bidder(s) / Sub-Contractor (s) with confidentiality.
- (4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Bidder. The parties offer to the Monitor the option to participate in such meetings.
- (5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non- binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (6) The Monitor will submit a written report to the Chief/HOD of Administration, AIFF, within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise submit proposals for correcting problematic situations.
- (7) If the Monitor has reported to the CMD, AIFF, a substantiated suspicion of an offence under relevant criminal laws of India, and the CMD, AIFF has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (8) The word 'Monitor' would include both singular and plural.

Section 9 – Pact Duration

This pact begins when both parties have legally signed it. It expires for the Bidder 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/ determined by CMD of AIFF

Section 10 – Other provisions

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi.
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (3) If the Bidder is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the reminder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (5) The bidder shall not approach the Courts while representing the matters to IEMs and he/ she will await their decision in the matter.
- (6) In case of joint venture, all the partners of the joint venture should sign the Integrity Pact. In case of sub-contracting, the Principal Bidder shall take the responsibility of the adoption of IP by the sub-Bidder. It is to be ensured that all sub- Bidders also sign IP.
- (7) In the event of any dispute between the management and the Bidder relating to those contracts where Integrity Pact is applicable, in case, both the parties are agreeable, they may try to settle dispute through mediation before the panel of IEMs in a time bound manner. If required, the organization may adopt any mediation rules for this purpose.

In case, the dispute remains unresolved even after mediation by the panel of IEMs, the organization may take further action as per the terms and conditions of the contract.

The fees / expenses on dispute resolution shall be equally shared by both the parties.

- (8) In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the integrity pact will prevail

(For & On behalf of the principal)
Bidder/Bidder)

(For & On behalf of

(Office Seal)

(Office Seal)

Place-----

Place-----

Date -----

Witness 1:
(Name & Address)

Witness 2:
(Name & Address)

Date -----

Witness 1:
(Name & Address)

Witness 2:
(Name & Address)

APPENDIX – B

COMPLIANCE REPORT OF GENERAL CONDITIONS OF CONTRACT (GCC)

(To be submitted along with Technical Bid)

Bid Invitation No : Firm :

Item details :

Sl. No.	Terms / Clause	Complied	Not Complied	Remarks
1.	DEFINITIONS & CONDITIONS OF CONTRACT			
2.	SECURITY DEPOSIT			
3.	LIQUIDATED DAMAGES FOR DELAY IN COMPLETION OF WORKS			
4.	EXTENSION OF TIME			
5.	MEASUREMENT BOOK(MB)			
6.	RAR (RUNNING ACCOUNT REMITTANCE) BILLS PAYMENT			
7.	COMPLETION CERTIFICATE AND COMPLETION PLANS			
8.	PAYMENT OF FINAL BILL			
9.	MATERIALS TO BE PROVIDED BY THE BIDDER			
10.	WORK TO BE EXECUTED IN ACCORDANCE WITH SPECIFICATIONS, DRAWINGS, ORDERS ETC			
11.	DEVIATIONS/ VARIATIONS EXTENT			
12.	FORECLOSURE OF CONTRACT DUE TO ABANDONMENT OR REDUCTION IN SCOPE OF WORK			
13.	CARRYING OUT PART WORK AT RISK & COST OF BIDDER			
14.	ACTION IN CASE WORK NOT DONE AS PER SPECIFICATIONS			
15.	BIDDER LIABLE FOR DAMAGES, DEFECTS DURING DEFECT LIABILITY PERIOD			
16.	LABOUR LAWS TO BE COMPLIED BY THE BIDDER			
17.	MINIMUM WAGES ACT TO BE COMPLIED WITH			

18.	DISPUTE RESOLUTION AND JURISDICTION			
19.	ARBITRATION			
20.	WATER FOR WORKS			
21.	ELECTRICITY FOR WORKS			
22.	LEVY/TAXES PAYABLE BY BIDDER			
23.	TERMINATION OF CONTRACT ON DEATH OF BIDDER			
24.	RISK PURCHASE CLAUSE and FORCE MAJEURE CLAUSE			
25.	QUOTED RATE TO REMAIN FIRM THROUGHOUT THE CONTRACT			
26.	UNDERSTANDING OF SITE CONDITION			
27.	BIDDER'S LIABILITY AND INSURANCE			
28.	INDEMNIFICATION			
29.	CAR POLICY			
30.	PROGRESS REVIEW MEETINGS			
31.	APPROVAL OF WORKS BY STAGES			
32.	SITE RELATED			
33.	BRIBES AND GIFTS			

Authorized signatory with company seal / stamp

APPENDIX – C
CONTACT DETAILS OF THE SUPPLIER

(To be filled and submitted by supplier along with the technical bid)

1) Authorised Person details.

- (a) Name :
- (b) Designation :
- (c) Telephone :
- (d) Fax :
- (e) Mobile :
- (f) Email :

2) Head Office :

**3) Complete address
including the website :**

4) Details of the proposed plant from where item is to be supplied :

5) Complete address of the Plant including Website :

6) Contact person details in plant

- (a) Name :
- (b) Designation :
- (c) Telephone :
- (d) Fax :
- (e) Mobile :
- (f) Email :

7) Bank Details:

- a) Name of the Bank :
- b) Full Address of the Bank :
- c) Suppliers Account Number and Type :
- d) IFSC/Swift Code :

APPENDIX – D
NIT ACCEPTENCE LETTER

To:

The

All India Football Federation,
Sector-19, Phase-1, Dwarka, New Delhi

Dear Sir,

We, the bidder have examined the tender documents of **Bid Invitation dated 16.09.2024**, the receipt of which is hereby duly acknowledged, we, the undersigned, hereby confirming that we read, understood and accepting all the terms & conditions available in the tender. Further, we indicate that upon selection, we will execute the assignment as per the tender terms and conditions.

Signature with date of Authorized Signatory Name: _____

Designation: _____

APPENDIX – E
UNDERTAKING BY BIDDER

This is to certify that _____ (Name of the Firm)
has not been banned / black listed / debarred from Trade by any Central /State Govt.
Dept. / Autonomous Institution / PSUs in India.

I / we hereby certify that all the information given above is factual.

Signature with date of Authorized Signatory Name: ____Designation: ____
Firm's Seal:_____

Appendix – F
Compliance to Bill of Quantity (BOQ)

National Centre of Excellence in Football at Rajarhat , Kolkata Design and Build Basis.

National Centre of Excellence of Football at Rajarhat , Kolkata				
Estimate for Football Ground (105 Mtr. X 68 Mtr.)				
BOQ-Sl.No	Item Description	Unit	Quantity (As per BOQ)	Compliance / Vendor's Remark
A	Base Preparation for the FootBall Ground			
a	BUILD UP OF THE SUB BASE TO THE REQUIRED LEVEL: Once the existing top soil has been excavated and removed from works area the sub grade profile shall be re-graded and fine shaped to the required sub grade design levels as mentioned below to form the 'crown' of the field, the prepared sub base must be stable and rock-free. Picking of stones removal or other deleterious material of dimension greater than 75mm from the surface of the sub-base. Roll sub-grade with mechanised roller. Any soft spots identified during proof rolling shall be removed and replaced with compacted suitable fill material to the satisfaction of the Consultant /Agronomist /Engineer, so that a firm formation with a CBR value of greater than 5% is produced. Rolling with light roller in 'dead-weight' mode.	Sqm	8970	
	Total (A)			
B	Sub Surface drainage Systems to be installed in the FootBall Ground			
a	Excavation of Lateral Trenching 175mm wide* 300mm (centre) to (periphery) at the interval of 5mt. each. All lateral connecting to drain including disposal of excavated material	cubic mt	349	
b	Supply & Laying, Testing, Commissioning Spiral ribbed perforated corrugated 100mm pipe (B S 4962:1989) OR ASTM equivalent in the trench close one end of the pipe and connect the other to 250 mm pipe.	Mtr	1725	
c	Supply & Laying, Testing, Commissioning uPVC pipe connection for 100mm Spiral Pipe to Drain	Nos	30	
d	Supply & Laying, Testing, Commissioning Spiral ribbed perforated corrugated 100mm pipe (B S 4982:1989) end caps	nos	15	
e	Supply & Laying, Testing, Commissioning Spiral ribbed perforated corrugated 100mm pipe(B S 4982:1989) end Suppliers	nos	15	
f	AT THE BASE OF DRAIN: Providing, laying and spreading aggregate of 6-10 mm at the base of the drain and after laying the pipe as mentioned below, backfilling the entire drain to the sub surface level / desired level, non-calcareous routine angular gravel washed and chemical spray for anti jungli Grass, natural vegetation etc. as directed by the engineer in charge consultant.	cubic mt	349	
g	Supply & laying of 150 micron black poly ethylene sheet in the trenches with 50mm coverage on each side of the surfaces	sq.mt	3105	
h	Excavation of Lateral Trenching 1000mm wide* 1200mm (centre) to (periphery) at the interval of 5mt. each .All lateral connecting to drain including disposal of excavated material	cubic mt	192	
i	Construction of RCC Sump tanks size 1.5 Mtr(L) X 1.5 Mtr(W) X 1.2 Mtr(H), Wall Thickness 150 mm including reinforcement, shuttering, concrete(M-25 Grade.) and Chemical Water Proofing etc as required	nos	4	
j	Supply and Laying 250mm corrugated pipe (B S 4982:1989) with couplers including Jointing etc as per site requirement.	mtrs	156	
	Total (B)			
C	Irrigation System to be installed (Fully Automatic Programmable) complete with pop-up sprinklers Solenoid valves,electric pump and panel			
a	Supreme/Finolex PVC Make Pipe Net work			

(i)	Supply, Installation, testing, commissioning 110 mm 10 kg/cm ² PVC Pipe including elbow, joint, connector etc as per site requirement.	mtr	60	
(ii)	Supply, Installation, testing, commissioning 90 mm 10 kg/cm ² PVC Pipe including elbow, joint, connector etc as per site requirement.	mtr	228	
(iii)	Supply, Installation, testing, commissioning 75 mm 10 kg/cm ² PVC Pipe including elbow, joint, connector etc as per site requirement.	mtr	456	
(iv)	Supply, Installation, testing, commissioning 63 mm 10 kg/cm ² PVC Pipe including elbow, joint, connector etc as per site requirement.	mtr	288	
(v)	Supply, Installation, testing, commissioning Heavy Duty PN 16 PVC Fitting & Accessories for connection of Pump and irrigation connection as per site requirement.	Lot	1	
b	Pop up Sprinkler System			
(i)	Supply, Installation, testing, commissioning Pop up sprinkler (full/part) capable of covering 11.9-21.7m at 3.5 6.2Bars with a discharge rate of 0.24-1.40lps.The overall pop-up height shall be 5 inch. Toro/ Eq. make POP -Up sprinkler with SOD-CUP + Rain Bird as per site requirement.	Nos	35	
(ii)	Supply, Installation, testing, commissioning Swing joints turf molded from rigid PVC with pressure rating of 21.7 Bars at 22.8 oC All BSP threads, sockets and spigots shall be Schedule 80. All component shall be factory pre-assembled, available in 1", inlet/outlet, and in length of 12".1" Size Lasco/Eq. Make Swing joint (Imported)	Nos	35	
(iii)	Supply, Installation, testing, commissioning of 2" Size lateral isolation Valve(Jal Make or Eq.)	Nos	7	
(iv)	Supply, Installation, testing, commissioning of 2" Size Air Release Valve (Harit Make or Eq.)	Nos	2	
(v)	Supply, Installation, testing, commissioning of 90mm x2"Size Services Saddle	Nos	11	
(vi)	Supply, Installation, testing, commissioning of 1" Size Brass QCV Key (Harit Make or Eq.) with Swing joint	Nos	4	
(vii)	Supply, Installation, testing, commissioning of 1"Size QCV Key (Harit Make or Eq.)	Nos	2	
(viii)	Supply, Installation, testing, commissioning of 1" Brass Swivel Elbow (Harit Make or Eq.)	Nos	2	
(ix)	Supply, Installation, testing, commissioning of 90mm x 1" Size services Saddle	Nos	6	
(x)	Supply, Installation, testing, commissioning of 12" Size Rectangular Plastic Valve Box (Imported)	Nos	9	
(xi)	Supply, Installation, testing, commissioning of 7" Size Round Valve Box(Imported)	Nos	8	
c	Pumping System (for subsoil drainage)			
(i)	Supply, Installation, testing, commissioning of Submersible Pumps (3HP) Monoblock Type as suitable head pressure.	Nos	4	
(ii)	Supply, Installation, testing, commissioning of Cable (10sqmm) for submersible pumps.	mtr	800	
(iii)	Supply, Installation, testing, commissioning of Electrical panel erection for submersible pumps.	Nos	4	
(iv)	Supply, Installation, testing, commissioning of corner pump Sensors for automatic operations.	Nos	4	
d	Automation items			
(i)	(8 Station) Controller having three independent programmes with six start times ,diagnostic circuit breaker ,electrical surge protection ,four cycle modes , water budgeting 0 - 300% in 1% increments, programmable rain delay ,rapid station test routine (raster) to diagnose and trouble shoot field wiring ,solenoid and controller products. 24 hours of memory and time protection in case of power outage. Spacial Fuse Circuitry detects and display when a fuse has blown. Station timing :0-12 Hours for all station 1 minutes increments. Electrical input required 230 VAC and output 26.5 VAC at rate of 1.5amp. Station capacity-upto two 24 VAC solenoid valve per station plus a master valve.	Nos	1	

(ii)	Supply, Installation, testing, commissioning of 2" Solenoid electric remote control valve which shall be normally closed 24 VAC 50 cycle solenoid actuated globe pattern design.	Nos	7	
(iii)	Supply, Installation, testing, commissioning of 14 AWG White Direct Burial Wire (Paige/Eq Make)	Feet	1500	
(iv)	Supply, Installation, testing, commissioning of 16 AWG Red Direct Burial Wire (Paige/Eq. Make)	Feet	3000	
(v)	Supply, Installation, testing, commissioning Monoblock Pumping Unit having discharge 7 LPS at 60 mtr. Head at Ground level, 15 HP 15 HP Monobloc Pump, Pressure Gauge, G.I Pipe & Fitting Control Panel having MCB, Indicating Lamps Single Phasing preventer, Star-delta Starting rtc(1W+1S) Kirloskar/Lubi	Set	1	
Total (C)				
D	Development of Football Ground			
a	Supply and laying the 120 GSM Geo-Fabric textile over the entire field with Overlap	Sq.mt.	10764	
b	AT THE BASE OF DRAIN: Providing, laying and spreading upto 50 mm, aggregate of 6-10 mm at the base of the drain and after laying the pipe as mentioned below, backfilling the entire drain to the sub surface level / desired level, non-calcareous routine angular gravel washed and chemical spray for anti jungli Grass, natural vegetation etc. as directed by the engineer in charge consultant.	cubic.mt.	357	
c	ROOTZONE: Supply & Spreading of Sand: Supply & Spreading of sand at 200 mm thick over the entire sub base. Sand suitable for a root zone should be a fine Sand , river sand (0.15- 0.05 mm) particle size and should have sub-angular or sub-rounded shape. (NOTE: 100%. Very find Sand.15 to .05 mm Maximum permissible is 10% , Silt and Clay <0.05No more than 5% silt and clay.) As directed by consultant. Submitted Testing Report before Spreading of Sand including Royalty.	cubic.mt.	1428	
d	Supply and Spreading of Special Organic feed imported water soluble fertilizers & slow release fertilizers good for the seeding of coated Bermuda gras seed, its development and retention of colour in all season.This include Vermi compost,Cocopeat, Neem cake & other Components to be mixed in the top 125mm layer of root zone and Rotavate the field from both the directions reversed action to de-weed the entire area and to achieve the final desired levels for the crowned Pitch.(ii) Irrigate the proposed area for development so as to encourage the weed to emerge before seedings procedure starts. The irrigation process to be followed by De- Weeding of the field manually/mechanically by the power-driven rig weed collector till de-weeding process completes. (iii) Soil testing of different sites to be done for macro,micro & trace element with their recommendations for the grass turf development. Add basal fertilizer does as prescribed by the agronomist or suggested Lab after the test report of the soil, suitable for the seeding process of the coated grass seeds.	Sqm	7140	
e	Supply and Seeding with Arden-15/Smart Seed Pro Bermuda blend Hybrid Grass coated (USA) at desired depth and distance. (ii) Cover the seeded area with thin 40 GSM Geo-fabric, irrigate the field while covered with fabric. Remove the Geo- fabric after 2-3 weeks. (iii) Growing of grass & feeding the grass with Foliar sprays. (iv) Spraying herbicides during mid growth of grass and dweeding manually.(v) Potash(only for Seeding)	Sqm	7140	
TOTAL(D)				
E	Football Goal Post (All As per FIFA Requirement for premier Tournament)Supply and installation of Uprights & Crossbar s made from 102mm x 112mm reinforced aluminium with double recess for flush fitting fixings. Reinforced welded aluminium corner joints for improved aesthetics and superior strength, with laser cut internal fixing for exceptionally accurate joints. Injection moulded toughened nylon net clips that won't deteriorate over time. Lock-in T-bar to allow for easy storage of the bottom net bar against upright for pitch maintenance. Reinforced net support system prevents bowing under intense tension. New, heavy duty ratchet winch and webbing strap allows for high-class net shape with the inclusion of a failsafe wire providing 100% security during matches. Lock-in bottom net bar 38mm diameter aluminium bar	Pair	1	

	with ground secure key lock mechanism complete with 4 sockets and White Polyester powder coated of size 7.32m x 2.44m Set = 2 Goals with 4 x 460mm deep sockets, and net etc. all complete as per FIFA Specification.			
	TOTAL(E)			
F	SPORTS FENCING			
a	Earth work in excavation by mechanical means (Hydraulic excavator) / manual means over areas (exceeding 30cm in depth. 1.5m in width as well as 10 sqm on plan) including dressing of sides and ramming of bottom disposal of excavated earth, lead up to 50m and lift up to 1.5m, disposed earth to be levelled and neatly dressed. (No extra lift is payable if work is done by mechanical means) All kinds of soil	cubic.mt.		
(i)	Behind Goal Post	cubic.mt.	378.08	
(ii)	Long Edge		592.79	
			970.87	
b	Providing and laying in position cement concrete of specified grade excluding the cost of centering and shuttering - All work up to plinth level		9.99	
(i)	M-7.5 Nominal Mix -1 Cement : 4 sand : 8 graded stone aggregate	cubic.mt.	15.67	
			25.66	
c	Providing and laying in position machine batched, machine mixed cement concrete (BMC) of M-25 grade for reinforced cement concrete work using cement content as per approved mix design including use of admixtures in recommended proportions as per IS 9103 to accelerate/retard setting, improve workability of concrete without impairing strength and durability as per direction of Engineer-in charge and pumping of concrete to site of laying and finishing but excluding the cost of centering, shuttering, and reinforcement. (Note: - Minimum cement content is 330 kg/cum) and no extra payment for extra cement used as per mix design.			
(i)	All works up to plinth level.			
	Concrete of M25 grade with minimum cement content of 330 kg /cum			
	Footing	cubic.mt.	100.13	
	RCC Column	cubic.mt.	44.5	
			144.63	
d	Reinforcement for R.C.C. work including straightening, cutting, bending, placing in position and binding including cost of binding wire all wastages and overlaps, couplers (overlaps shall be provided as per requirement of IS 13920 for ductile detailing IS 456 RCC Design & SP 34 Reinforcement detailing) etc. complete . (Note:- 1. Spacer bars (chairs) shall be paid separately as shown in the drawing and as per direction of engineer in charge. 2. No extra payment shall be done for overlaps and/or couplers. 3. Couplers shall be conforming to IS code on "Reinforcement Couplers for Mechanical Splices of Bars for Concrete Reinforcement - Specification")			
(i)	Thermo-Mechanically Treated bars. FE 500 D or more conforming to IS 1786 @ 90 kg/cum	kg	13016.25	
e	Centering and shuttering including strutting, propping etc. and removal of form for:			
(i)	Foundations, footings, bases of columns, etc. for concrete up to plinth level	Sqm	267	
(ii)	Columns, Pillars, Piers, Abutments, Posts and Struts	Sqm	356	
f	Design, supply, fabrication, transportation and erection of structural steel/mild steel built-up sections for steel building in column, rafter, truss, floor joist, wind bracings, tie beam, foundation bolts, fasteners etc. Including two coats of Epoxy paint and one coat of primer. These structural steel/built-up sections shall be manufactured using advanced CNC Plasma/Oxy Acetylene cutter and H Beam Welding line. Welding shall be in full depth on both sides of the plate adopting relevant I.S Code.			
(i)	In gratings, frames, guard bar, ladder, railings, brackets, gates and similar works			
	Rectangular section (behind goal post) - 100 x 150 x 5 mm @ 18.7 kg / RM	kg	4525.87	
	Rectangular section (remaining edge) - 100 x 150 x 5 mm @ 18.7 kg / RM	kg	2534.32	
	Square section 72 x 72 x 4.8 mm @ 4.66 kg / RM - behind goal post	kg	2503.35	

	Square section 72 x 72 x 4.8 mm @ 4.66 kg / RM - Remaining edge	kg	1994.48	
	Stiffner Plate 16mm thick @ 125.60 kg / sqm	kg	1006.06	
			12564.07	
g	Providing and fixing G.I. chain link fabric fencing of required width in mesh size 25x25 mm made of G.I. wire of dia. 3mm including strengthening with 2mm dia. wire or nuts, bolts and washers as required complete, with posts of specified material and of standard design placed and embedded in cement concrete blocks 45x45x60cm of mix 1:5:10 (1cement :5 sand : 10 graded stone aggregate 40mm nominal size) every 15th post, last but one end post and corner post shall be strutted on both sides and end post on one side only and struts embedded in cement concrete blocks 70x45x50cm of the same mix, as per the direction of Engineer-in- Charge. (cost of post painting earth work & C.C. to be paid separately)	Sqm		
(i)	Behind Goal Post		940.1	
(ii)	Other Side		535	
			1475.1	
	TOTAL F			
G	Dressing Room Block			
a	Civil Structure Work			
b	Civil Interior Work			
c	General electrification work			
d	HVAC system			
e	Plumbing Work			
f	Furniture and other Fixtures			
g	Fire protection and detection			
h	Protection of glass from the football ground side			
i	Mechanical ventilation system			
j	EPBX System			
k	CCTV System			
l	WIFI System			
	TOTAL G			
	Total (A+B+C+D+E+F+G)			
	GST Charges @ 18 %			
	Grand Total			

Authorized signatory with company seal / stamp

ANNEXURES

CONTRACT AGREEMENT

WORK ORDER NO: _____

CONTRACT FOR: _____.

THIS AGREEMENT is made and executed on this _____ day of TWO THOUSAND TWENTY-FOUR.

BETWEEN

All India Football Federation having its Corporate office at "All India Football House, Sector-19, Phase-1, Dwarka, New Delhi through its _____ (*Designation of the authorised official) at _____ (here incorporate the address) represented by _____ (Name of the Authorised official) (Hereinafter referred to as 'AIFF' which expression shall, unless repugnant to context means and includes its successors and permitted assigns) of the First Part.

AND

M/s. _____ (Name of the Bidder) a _____ (Constitution of the Bidder i.e. Firm/Company/LLP etc.) incorporated/registered (delete whichever not applicable) under the provisions of _____ Act, having its Registered Office/Principal place of business (delete whichever not applicable) at _____ (*Designation of the authorised Official) at _____ (herein incorporate the address) represented by _____ (Name of the Authorised Official)(hereinafter referred to as 'Bidder', which expression shall unless repugnant to the context means and includes its successors and permitted assigns) of the Second Part Hereinafter, "AIFF" and the "Bidder" shall individually be referred to as 'Party' and collectively as 'Parties'.

WHEREAS AIFF is the National Association for governing football in India with the registered office in Sector-19, Phase- 1, Dwarka, Delhi.

Whereas Bidder is a _____
_____ (incorporate brief profile of the Bidder) WHEREAS AIFF, floated tender Ref: _____ dated _____
(Hereinafter referred to as the Tender) for _____ at _____
_____ hereinafter called the "WORK")

WHEREAS the Bidder submitted his offer in response to the Tender floated by AIFF as above and become the successful tenderer and has agreed to execute the Work as per the terms and conditions of the Tender. Consequently, AIFF issued Work Order No. _____ dated __ (hereinafter the Work Order) to the Bidder.

WHEREAS the Bidder has duly accepted the Work Order and agreed to execute the Work strictly in accordance with the work order and on the terms and conditions herein for a total sum of Rs _____/- (Rupees _____only) as consideration for the Work being carried out.

In consideration of the above, 'AIFF' and the 'Bidder' agreed to reduce the terms and conditions in to writing as hereinafter mentioned.

SCOPE OF WORK:

The Scope of Work to be executed by the Bidder is as mentioned in the Tender Document.

CONTRACT PERIOD:

The contract period shall be the period mentioned in the Work Order/Purchase Order (whichever applicable).

Time is the essence of the contract. The Bidder shall strictly adhere to the Time Schedule for commencement and completion as stipulated in the Work Order and shall complete the work in all respect to the complete satisfaction of AIFF on or before the Completion date.

PENALTY

In case the work is not completed in the manner mentioned above to the complete satisfaction of AIFF in every respect within the time limit stipulated in the Work Order, then the Bidder shall become liable for payment of compensation/penalty for delay in completion of work, in accordance with the Tender Document /Work Order irrespective of whether extension of time granted or not unless otherwise specifically stated.

The said Penalty payable by the Bidder shall be without prejudice to any other right or remedy available to AIFF on account of such delay in completion of work. The amount of compensation might be adjusted or set-off against any sum payable to the Bidder under this or any other contract with AIFF. The Chief Engineer, AIFE shall be the authorized person to certify whether the Work has been completed within stipulated time and his certification shall be final and binding on the parties.

PAYMENT

AIFF shall make the payment to the Bidder in the sums, proportions and manner from time to time in accordance with the Tender Document. The payment shall be made after all the statutory deductions as may be applicable.

SECURITY DEPOSIT/BANK GUARANTEE:

The Bidder has furnished non-interest-bearing Security Deposit in accordance with tender document by way of _ (incorporate the mode). The Bidder agrees to extend the validity of the Security Deposit, wherever required like extension of period of contract or as may be required by the Employer. The Employer shall have the full power to enforce the Security Deposit in case of non-performance or violation or breach of any of the terms of this Agreement by the Bidder.

COMPLIANCE OF STATUTORY PROVISIONS:

The Bidder shall comply with all requirements under various administrative orders and statutes including but not limited to Contract Labour (Regulation and Abolition) Act, 1970 and Rules 1971, Minimum Wages Act, 1948, Payment of Wages Act, 1936, Employers' Liability Act 1938, Shops & Establishments Act (relevant to the State), Factories Act, 1948, Employees' State Insurance Act, 1948, Employees Provident Fund and Misc. Provisions Act, 1952, Payment of Bonus Act, 1965, Payment of Gratuity Act, 1972, Employees Compensation Act, 1923, Industrial Disputes Act, 1947, Child Labour (Prohibition & Regulation) Act, 1986, Sexual Harassment of Woman at Workplace (Prevention, Prohibition and Redressal) Act, 2013 or any other relevant Acts or enactments relating thereto and its amendments (State/Central) and rules framed thereunder from time to time as may be relevant while executing the Work and performing the obligations under this Agreement. The Bidder agrees to indemnify AIFF for any loss or damage caused to it due to violation/non-compliance of any administrative orders or statutory provisions in respect of/in connection with the Execution of the Work.

All claims arising at the instance or on account of the persons employed by the Bidder including but not limited to on account of wages, allowances, PF, ESI, Gratuity or Compensation under the Employee Compensation Act, or otherwise shall be met by the Bidder on his own account and the Employer shall be kept fully indemnified. AIFF shall have no liability whatsoever in that behalf.

NON-COMPLIANCE OF TERMS:

Non-compliance of any of the terms of this Agreement shall amount to breach leading to cancellation of contract, besides other legal actions, including but not limited to recovery of losses to AIFF

FALLS CLAUSE:

If the Bidder fails to Execute the Work as per Tender Document, Work Order and the Terms and Conditions herein contained, at any time during the currency of the contract or if the AIFF has reasons to believe that the Bidder's work is not satisfactory and that the interest of AIFF is thereby affected in any way, AIFF shall have the right to Execute the Work by itself or through any other agency, in which case the Bidder shall make good the loss to AIFF including cost and expenses which arises there from. The extra

cost being incurred by AIFF in this regard should be to the account of the Bidder, which may be adjusted against security deposit and/or deducted from any pending bills or any payment to be made to the Bidder or otherwise.

INDEMNIFICATION

In the event of the non-fulfilment of any of the covenants, terms, agreements, obligations and conditions mentioned in the Tender Document or Work Order or in this Agreement, the Bidder shall pay to AIFF all losses, damages, costs, charges and expenses incurred by AIFFL as result of the Non-fulfilment of the obligations under the contract. The decision of AIFF shall be final in this regard and the Bidder shall pay the same without any demur and protest.

The Bidder shall be responsible for all or any kind of losses/damages caused to or suffered by AIFF or its employees/officers due to any act or negligence of the labour deployed by the Bidder and the Bidder shall make good the said loss same. AIFF shall have the absolute right to recover such losses/damages from any and all amounts payable to the Bidder, including pending Bills. The Bidder will ensure that there are no thefts or loss of property/properties by the labourers deployed by the Bidder.

CAR POLICY:

Bidder shall take 'Bidder All Risk Coverage Policy' (CAR Policy) to cover all risks, losses, claims for injuries or damage to any person or any property as per the Tender Document/ Workorder more specifically stipulated in clause _ of the Tender Document. The insurance policy has to be kept valid till the Work is completed in accordance with the Tender Document/ Work Order and to the complete satisfaction of AIFF. The Bidder has to take policy at his own cost showing AIFF as the "Principal" to enable AIFF to make the settlement of claims at the earliest.

LICENSES AND PERMISSIONS:

Bidder shall procure all the Licenses, Permissions, Sanctions, etc. as may be required for/in the course of performance of the contract /execution of the Work or as required under statutes.

Any lapse in this regard shall be solely attributable to the Bidder and AIFF shall in no way responsible for the same. The Bidder undertakes to indemnify AIFF in this regard.

SUB-CONTRACT:

The Bidder shall not sub-contract, assign or make over the contract to any third party either in full or partially without prior written consent of AIFF.

CONFIDENTIALITY:

The Bidder or his employees or agent or anybody engaged by the Bidder to execute the Work shall maintain utmost faith and confidentiality of all information and documents come into their possession or knowledge and shall not divulge such information to any third parties, in any case, without prior written consent of AIFF. The Bidder undertakes

to indemnify AIFF for any loss caused to it by reason of breach of the above obligation by the Bidder or his employees or agent or anybody engaged by the Bidder.

ENTIRE CONTRACT

Tender Document and Work Order shall form part and parcel of this Agreement and in case of inconsistency, the order of precedence will be as follows:

1. This Agreement;
2. Work Order; and
3. Tender document

TERMINATION:

AIFF can terminate the contract by giving thirty days written notice in case of the following reasons and if the Bidder fails to rectify the same within the notice period;

- a) Failure of the Bidder to commence the work within a stipulated period.
- b) If the performance of the Bidder is found to be unsatisfactory or if he fails to give the desired progress of the work or there is breach of terms of the agreement. In this regard, non-performance in whole or in part by the Bidder of any obligation due to the reasons with his control shall be treated as breach of the contract.

However, AIFF shall have right to terminate the Agreement at any time by giving a notice of 30 days from the date of termination.

The Bidder shall have the right to terminate the Agreement in case of breach of the terms and conditions by AIFF.

The termination shall not prejudice the rights and obligations accrued on the parties till the effective date of termination.

JURISDICTION & DISPUTE RESOLUTION:

Disputes, if any, between the Parties arising out of or in connection with this Agreement or any matters connected therewith, shall be discussed and amicably settled by the parties through Conciliation by subject experts appointed by AIFF.

The unresolved disputes shall be referred to a sole Arbitrator to be appointed by AIFF. The Arbitration proceedings shall be in accordance with Arbitration and Conciliation Act, 1996 and Rules framed there under, as may be amended from time to time. The courts at Delhi alone shall have jurisdiction to try and adjudicate any matter in connection with this Agreement. The language of arbitration shall be English.

(If the Bidder is a Govt. /CPSU, the following Arbitration Clause may be incorporated and above Arbitration Clause may be deleted)

Disputes if any, arising between the Parties, in connection with this Agreement or any other matters connected therewith, the same will be mutually discussed and amicably

settled between the parties, failing which, the disputes shall be referred to the sole Arbitrator of Permanent Machinery for Arbitration in Department of Public Enterprises to be nominated by the Secretary to the Government of India, in charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to the arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such Award may make further reference for setting aside or revision of the Award to the Law Secretary, Department of Legal Affairs, Ministry of Law and Justice, Government of India. Upon such reference, the dispute shall be decided by the Law Secretary or the Special Secretary/Addl. Secretary, when so authorized by the Law Secretary, whose decision shall bind the parties finally and conclusively. The parties to the dispute will share equally the cost of Arbitration as intimated by the Arbitrator.

SEVERABILITY AND WAIVER:

If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions shall continue in full force without being impaired or invalidated in any way. The Parties shall replace any invalid provision with a valid provision, which must closely approximate the intent and economic effect of the invalid provision.

NOTICES

All Notices and communications shall be sent to the following addresses of the Parties or any other address duly notified in writing from time-to-time by the parties:

AIFF :

Bidder :

The Notices issued other than as above shall not be considered as effective notice.

ASSIGNMENT:

The obligations under this Agreement shall not be assigned by either Party to any third party without prior written consent of the other Party.

AMENDMENT:

No Amendment or variation of this Agreement shall be valid unless it is in writing and signed by or on behalf of each of the Parties.

MISCELLANEOUS:

This agreement further witnesses that the Bidder is responsible for any accident or other compensation payable to the workers employed by and working under the control of the Bidder and that the Employer SHALL HAVE no sort of liability in the matter, and that any payment would have to be made by AIFF, the same shall be reimbursed by the Bidder or otherwise the same shall be recovered from the Bills payable to the Bidder.

The employees/agents of the Bidder in no case will be treated as the employees of AIFF

and there shall not be any master and servant relationship whatsoever between AIFF and labour/employees being deployed by the Bidder for the Work. Further, discharging obligations under the Agreement by labour shall not be construed to believe that they are the employees of AIFF and shall at all times be the employees of the Bidder only. The Bidder will be individually and entirely responsible for all and any liabilities in that regard.

All the agreements, letters, documents exchanged between parties, if any, have been merged with this agreement and shall have no effect from the effective date of this agreement.

IN WITNESS WHEREOF, the parties hereto, have set their hands and seal, on this day, month and year herein above mentioned in the presence of the following witnesses.

For AIFF

for BIDDER

Witnesses:

Witnesses:

Annexure - II
FORMAT FOR PERFORMANCE BANK GUARANTEE

- Note:** 1. This guarantee shall be furnished by Scheduled Commercial Banks authorised by RBI to issue a Bank Guarantee.
2. This bank guarantee shall be furnished on stamp paper value as per prevailing Stamp Act. (At present not less than Rs. 100. /-)
3. The stamp paper shall have been purchased in the Name of the Bank executing the Guarantee.

Bank Guarantee No..... Dated Amount
..... Valid up to Claim up to
.....

The
All India Football Federation
Sector-19, Phase-1, Dwarka,
New Delhi

1. This deed of Guarantee made this day of..... (Month & year) between Bank of..... (Hereinafter called the "Bank") of the one part, and AIFF (Hereinafter called "the Employer") of the other part.
2. Whereas AIFF has awarded the contract for..... (Name of work as per PO) (Hereinafter called the "Contract") to..... (Name of the Bidder) (Hereinafter called "the Bidder").
3. AND WHEREAS the Bidder is bound by the said Contract to submit to the Employer a Performance Security for a total amount of..... (Amount in figures and words).
4. Now, We the Undersigned..... (Name of the Bank) being fully authorized to sign and to incur obligations for and on behalf of and in the name of..... (Full name of Bank), hereby declare that the said Bank will guarantee the Employer the full amount of Rs. (Amount in figures and words) as stated above.
5. NOW THEREFORE, We hereby affirm that we are the Guarantor and responsible to you, on behalf of the Bidder and we hereby unconditionally, irrevocably and without demur undertake to immediately pay to the Employer upon first written demand and without cavil or argument, any sum or sums within limits of..... (Amount of Guarantee) as aforesaid without reference to the Bidder and without your needing to prove or show grounds or reasons for your demand for the sum specified therein. The Bank shall pay to the Employer any money so demanded notwithstanding any dispute/disputes raised by the Bidder in any suit or proceedings pending before any Court, Tribunal or Arbitrator/s relating thereto and the liability under this Guarantee shall be absolute and unequivocal.
6. This Guarantee is valid till..... (The initial period for which this Guarantee will be valid must be for at least 3-months (three months) longer than the

anticipated expiry date of defect liability period / Warranty period.

7. At any time during the period in which this Guarantee is still valid, if the Employer agrees to grant a time extension to the Bidder or if the Bidder fails to complete the Works within the time of completion as stated in the Contract, or fails to discharge himself of the liability or damages or debts as stated under Para 5, above, it is understood that the Bank will extend this Guarantee under the same conditions for the required time on demand by the Employer and at the cost of the Bidder.
8. The Bank agrees that no change, addition, modifications to the terms of the Contract Agreement or to any documents, which have been or may be made between the Employer and the Bidder, will in no way release us from the liability under this Guarantee; and the Bank, hereby, waives any requirement for notice of any such change, addition or modification to the Bank.
9. The Guarantee here in before contained shall not be affected by any change in the Constitution of the Bank or of the Bidder.
10. The neglect or forbearance of the Employer in enforcement of payment of any moneys, the payment whereof is intended to be hereby secured or the giving of time by the Employer for the payment hereof shall in no way relieve the bank of their liability under this deed.
11. The expressions "the Employer", "the Bank" and "the Bidder" hereinbefore used shall include their respective successors and assigns.
12. Notwithstanding anything contained herein:
 - (a) Our liability under this Bank Guarantee shall not exceed Rs..... (Rs)
 - (b) This Bank Guarantee shall be valid up to.....
 - (c) We are liable to pay the Guarantee amount or part thereof under this Bank Guarantee only & only if you serve upon us a written claim or demand on or before

In witness whereof I/We of the bank have signed and sealed this Guarantee on the.....day of..... (Month & year) being herewith duly authorized.

For and on behalf of the.....Bank.

Signature of Authorized Bank officials.

Name :

Designation:

Stamp/Seal of the Bank.....

ANNEXURE - III
FORMAT OF BID GUARANTEE FORM

Ref:

To,
All India Football Federation,
Sector-19, Phase-1, Dwarka,
New Delhi

Sirs,

.....
In accordance with your 'Tender Enquiry' under your Tender No: dated
..... M/s..... herein after called the Bidder, with
the
following Directors on their Board of Directors / partners of the Firm.

- | | |
|----|-----|
| 1. | 2. |
| 3. | 4. |
| 5. | 6. |
| 7. | 8. |
| 9. | 10. |

Wish to participate in the said tender for.....
.....
.....
.....
.....
.....

As an irrevocable Bank Guarantee against Bid Guarantee for an amount of
Rs..... (In words and figures) valid for
days from..... is required to be submitted by the Bidder as a
condition precedent for participation in the said bid, which amount is liable to be forfeited
by the AIFF (herein after called PURCHASER)

- (1) the withdrawal or revision of the offer by the Bidder as a condition within the validity period.
- (2) Non-acceptance of the 'Letter of Intent / Purchase Order' by the bidder when issued within the validity period.
- (3) Failure to furnish the valid contract performance guarantee by the bidder within one month from the receipt of the Purchase Order and
- (4) on the happening of any contingencies mentioned in the bid documents.

We, theBank at

 Having our Head office at
(Local address) Guarantee and undertake to pay immediately on First demand by AIFF, the amount of Rs.....
(in Figure and words) without any reservation, protest, demur and recourse. Any such demand made by the Purchaser shall be conclusive and binding on the Bank irrespective of any dispute or difference raised by the purchaser.

The guarantee shall be irrevocable and shall remain valid up to (This date shall be 60 days after the date for which the bid is valid). If any further extension of this guarantee is required the same shall be extended to such required period (not exceeding one year) on receiving instruction from M/s on whose behalf this guarantee is issued.

Claim Period: Up to _____

In witness whereof the Bank, through its authorized officer has set its hand and stamp on thisday of.....at

witness (Signature)

WITNESS

(Signature)

....

Name in (Block letters)

Designation (Staff No.) (Bank's common Seal)

Official address:

Contact Phone No.:

Contact Mail Id:

Attorney as per power of Attorney No Date:

CHECK LIST ON PREPARATION OF BIDS

Ref. No.	Particulars	Yes / No
1	Have you read and understood various conditions of the Contract and shall abide by them?	
TECHNICAL BID		
2	Have you submitted the EMD / Copy of DD at the address mentioned?	
3	Integrity Pact	
4	Have you submitted the following documents which are to be submitted with signatures & seal? a) 2020-21 Profit & Loss Statement b) 2021-22 Profit & Loss Statement c) 2022-23 Profit & Loss Statement	
5	Solvency Certificate	
6	Work Completion Certificates and TDS certificate.	
7	Registration with Government Bodies like ESIC, EPF, Labour Laws: Have you attached a registration copy of each of the certificate?	
8	Have you attached the proof of authorization / Power of Attorney to sign on behalf of the bidder in the Technical Bid?	
9	Copy of certificate of Registration for PAN card, GST No., CIN registration & etc.,	
10	Have you submitted the following documents which are to be submitted with signatures & seal? 1) Compliance for scope of work 2) Compliance to BOQ 3) Compliance to GCC 4) Compliance to NIT acceptance letter 5) Compliance to Undertaking by Bidder	
FINANCIAL BID		
15	Has your financial Bid proposal been duly filled and submitted?	

LAYOUT DRAWING



