

MUMBAI CRICKET ASSOCIATION



TENDER DOCUMENT

FOR

**PROPOSED REFURBISHMENT OF CORPORATE BOXES, PRESIDENT BOX, PRESS
BOX, COMMON TOILETS AND OTHER AREAS OF MUMBAI CRICKET
ASSOCIATION**

AT

WANKHEDE STADIUM, CHURCHGATE, MUMBAI

ISSUED TO: _____

CLIENT

MUMBAI CRICKET ASSOCIATION

Cricket Centre,
Wankhede Stadium, D Road,
Churchgate,
Mumbai – 400 020

PROJECT MANAGEMENT CONSULTANT

SHASHI PRABHU AND ASSOCIATES

Wankhede Stadium,
Block A2 and B1, North Stand,
D Road, Churchgate,
Mumbai – 400 020

VOLUME – I

CONDITIONS OF CONTRACT

INDEX

NAME OF WORK: PROPOSED REDEVELOPMENT OF CORPORATE BOXES, PRESIDENT BOX, PRESS BOX, COMMON TOILETS AND OTHER AREAS OF MUMBAI CRICKET ASSOCIATION AT WANKHEDE STADIUM, CHURCHGATE, MUMBAI.

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1. TENDER NOTICE

Sealed item rate tenders are invited from reputed Civil and Interior contractors meeting the prequalified criteria and those who have carried similar type of Works for **“Proposed Refurbishment of Corporate Boxes, President Box, Press Box, Common Toilets and other areas of Mumbai Cricket Association at Wankhede Stadium, Churchgate, Mumbai.”** The blank tender copies, specifications and tender conditions may be download from the website of Mumbai Cricket Association <http://www.mumbaicricket.com> from **25/07/2023 to 01/08/2023**.

Pre Bid meeting shall be held on **28/07/2023** at **3:00pm** at the office of Mumbai Cricket Association. The hard copy of the tender duly filled in, sealed and completed in all respects should be deposited in the office of **Mumbai Cricket Association, Cricket Centre, Wankhede Stadium, Churchgate, Mumbai** on or before **01/08/2023 up to 6:00 p.m** or as declared by the Client / Architect. The intending tenderers may remain present for opening of the sealed tenders.

Right to accept or reject any or all the tenders without assigning any reasons is reserved with client / architect.

CLIENT**MUMBAI CRICKET ASSOCIATION**

Cricket Centre,
Wankhede Stadium D Road,
Churchgate,
Mumbai – 400 020.

PROJECT MANAGEMENT CONSULTANT**SHASHI PRABHU AND ASSOCIATES**

Wankhede Stadium,
Block A2 and B1, North Stand,
D Road, Churchgate,
Mumbai – 400 020

2. DETAILED TENDER NOTICE

Mumbai Cricket Association invites sealed item rate tenders, in two envelope system, from reputed contractors who have executed similar type of works during last 5 years for **“Proposed Refurbishment of Corporate Boxes, President Box, Press Box and Common Toilets and other areas of Mumbai Cricket Association at Wankhede Stadium, Churchgate, Mumbai.”**

SR NO	PARTICULARS	
1	Estimated Cost of Work (approx.)	Phase 1 – 28,00,00,000/- + GST Phase 2 – 7,50,00,000/- + GST Total Cost – 35,50,00,000/- + GST
2	Earnest Money Deposit	Rs. 75,00,000/-
3	Date of Completion of work	30/09/2023
4	Date of availability of Blank Tender	25/07/2023 to 01/08/2023
5	Date of submission of tender	01/08/2023 up to 6:00 pm
6	Place of Issue and Submission of Tender	MUMBAI CRICKET ASSOCIATION Cricket Centre, Wankhede Stadium, D Road, Churchgate, Mumbai – 400 020.
7	Date of Pre-Bid Meeting	28/07/2023, 2023 at 3:00pm
8	Date of Opening of Tender	Will be informed by the Client / Architect
9	The Contractors should fill the rates, both in figures as well as in words in ink and in English. Any discrepancy or inaccuracy thereof may hold the tender liable for rejection.	
10	Tender documents are required to be signed including the general conditions, specifications etc. as laid down and incorporated in the tender form. Bidders are also presumed to have inspected the site of works, the access thereto, various structures, etc. standing at site, availability of water and power, nearness to an important running road and any other conditions thereof.	
11	Intending bidders should keep their offer open up to a period of 90 days from the date of submitting the tender.	
12	Intending bidders shall pay as Earnest Money Deposit of Rs. 75,00,000/- by Demand Draft from Nationalized / Scheduled Bank in favor of “Mumbai Cricket Association” . Any tender unaccompanied by the EMD will be rejected. The Earnest Money Deposit as paid above will be paid back to the unsuccessful bidders within 90 days from the date of submission of the tender and to all bidders in case any decision is not taken before this period.	
13	Decision of issue of tender papers is at the discretion of Mumbai Cricket Association.	
14	The right to reject any or all tender is reserved with the client without assigning any reason thereof.	

3. ELIGIBILITY CRITERIA & SUBMISSION OF TENDER

To be eligible for bidding, the applicants shall provide satisfactory evidence of their eligibility and of their capability and adequacy of resources to carry out the proposed projects effectively. To this end, Tender submitted shall include all required information.

For this purpose, applicant should meet the following qualifying criteria as a minimum:

1. The applicant must be a well-established contractor having at least 10 years of experience and capability in planning and construction of retrofitting and/ or renovation projects.
2. The contractor must not have been blacklisted by any private/ public work in the the past 5 years.
3. The contractor should not have incurred a financial loss in any of the past 5 financial years.
4. The bidder must have executed at least one retrofitting and/or building renovation project in South Mumbai during the past 5 years of minimum value of 30% of the proposed work.
5. Joint venture is not allowed.
6. To qualify, the applicant must further fulfill the minimum criteria for various items mentioned below:
 - EMD Submission (**Mandatory**)
 - Detailed Approach and Methodology Statement to show how work will be executed by the bidder within the stipulated time frame. (**Mandatory**)
 - Copy of **Valid Company / Firm Registration Certificate**
 - Scanned copy of **GST Registration certificate & PAN CARD.**
 - Copy of **No Black-listed certificate (Notarized)**. (The Bidder should have never been debarred / block listed by any state / Central govt., Sports Authority, Municipal agencies previously)
 - Copy of **Partnership Deed / certification registration** in case of Pvt. Ltd. Company with list of directors their names and address with telephone numbers, if the tenderer is a partnership firm / Pvt. Ltd. Company, **Power of Attorney / resolution of Board of Director's** for authorized signatory. (if applicable).
 - The **annual average turnover** of the bidder company in last consecutive 3 years ending March 2023 should be **at least 35 crores and the annual turnover of last financial year should be minimum 50 crores. This should be certified by C.A. & UDIN Number is mandatory** on that.

- Bidder should furnish a total **Solvency Certificate equal to 10 Cr. (Rs. Ten Crores only)** from any nationalized bank. This certificate must be valid as on date of submission of tender and there shall not be any duplication of assets on which solvency is obtained from different banks if such case is noted it shall be treated as the case of FRAUD & CHEATING.
- The Bidder should have completed on **his own name (as a prime bidder)** similar works during **last three years** ending previous day of last tender submission date and obtained work completion certificate from client. The past experience in the works should be supported by certificates issued by the client's organization. In case the work experience is of Private sector the completion certificate shall be supported with copies of Letter of Award and copies of Corresponding TDS Certificates. Value of work will be considered equivalent to the amount of TDS Certificates.

One similar work costing not less than the amount equal to 80% of the total estimated cost of the project.

OR

Two similar works costing not less than the amount equal to 50% of the total estimated cost of the project.

OR

Three similar works costing not less than the amount equal to 40% of the total estimated cost of the project.

“Similar Works” shall mean “Renovation works which includes, at a minimum, Demolition and Removal Works, Structural / RCC Repairs, Civil and Plumbing works, Finishing and Interior works (fixed and loose furniture), Waterproofing works, related Electrical works.

- **Personnel Capabilities**

Contractor must produce documentary evidence having the following minimum staff on their establishment during the duration of contract and should submit undertaking stating that this staff will be deployed on site after award of contract.

Requirement of Technical Staff					
Sr No	Qualification	Minimum Years of Experience		Number	Designation
		Degree	Diploma		
1	Graduate Engineer (Civil)	20	25	1	Project Manager
2	Graduate Engineer (Civil)	10	12	3	Project Engineer / Site Engineer
3	Graduate Engineer (Mechanical)	10	12	1	Project Engineer / Site Engineer
4	Graduate Engineer (Electrical)	10	12	1	Project Engineer / Site Engineer
5				5	Supervisors

SUBMISSION OF TENDER

The bidder shall submit the bid in two separate sealed envelopes marked **Envelope 1** and **Envelope 2** both enclosed in an outer sealed envelope.

ENVELOPE 1

The bidder shall submit in Envelope 1, the following information:

- i. Signed / Initialed and rubber-stamped Copy of tender (Volume 1).
- ii. Earnest Money Deposit (EMD) in the form of demand draft or bank guarantee from a Nationalized / Scheduled Bank payable to "**Mumbai Cricket Association**" payable at Mumbai. EMD Exemption certificate shall not be accepted.
- iii. Proof of meeting the minimum criteria given above.

The bidder will have to sign the original copy of the tender papers according to which the work is to be carried out, he shall also have to give a declaration to the effect that he has fully studied the plans, specifications, local conditions, availability of labour and materials and that he has quoted his rates with due consideration to all these factors.

All documents shall be duly signed / initialed along with an official seal / rubber stamp of the firm. No conditions shall be proposed and enclosed with the bid. If so done, their bid may be disqualified immediately. All the queries of the bidder shall be resolved in the Pre-Bid Meeting.

ENVELOPE 2

The second envelope clearly marked as "**ENVELOPE NO.2**" shall contain the following:

1. Technical Specification – Volume 2
2. Bill of Quantities (duly filled up) – Volume 3
3. Drawings.

The bidder should quote his offer only in ENVELOPE NO.2. He should not quote this offer anywhere directly or indirectly in other Envelopes. The bidder shall quote for the work as per details given in the Bill of Quantities and also based on the detailed set of drawings and conditions issued / additional stipulations made by the consultant as informed to the bidder.

This tender shall be unconditional.

The full name and address of the bidder and the name of the authorised agent delivering the sealed cover containing the tender shall be written on the bottom left hand corner.

4. OPENING OF TENDER

The client in their office located at Cricket Centre, Wankhede Stadium, D Road, Churchgate, Mumbai – 400 020, along with the architect shall open Envelope 1 of the Tender Document in the presence of the client, all bidders, or their authorized representatives, who choose to remain present on a suitable date, which will be notified to the bidders at later date.

ENVELOPE NO.1:

Firstly, Envelope No.1 of the tender will be opened to verify its contents as per the requirements. Thereafter, after satisfying the conditions of Envelope 1, the Client / Architect will open Envelope 2 of the bidder.

ENVELOPE NO.2:

Envelope No. 2 shall be opened after opening of Envelope No.1 or on a suitable date which will be notified to the bidders at a later date only if the requirements of Envelope No.1 are met. The final tendered price of all bidders shall be read out; however, this tender price shall be reconfirmed by the Architect in their detailed scrutiny reports. In the event of a discrepancy between the final tender price and the Architect's scrutiny, all bidders will be informed accordingly.

Important Notes:

1. Please note that omission to attach any documents is likely to invalidate the tender and disqualify the bid.
2. Envelopes No. 1 & 2 and the offer shall not contain any conditions. Any conditions included with this bid may result in disqualification of tender.
3. The Tenderers shall use only the forms issued by the Architect to fill in the rates. They shall not make any changes in the tender documents. Conditional tenders are liable to be totally rejected.
4. The Client and/or the Architect reserve the right of accepting or rejecting any or all tenders without assigning any reasons for doing so.
5. The client reserves their right to reject all tenders and re-invite the tenders.
6. All erasures and alterations made while filling in the tender must be attested by initials of the tenderers. Over writing the figures is not permitted. Failure to comply with either of these conditions will render the tender as void. In case of difference between the written rates in words and the amount derived by adding or subtracting the quoted figures, the amount written in words shall be taken as correct.
7. The bids shall be received in the office of **Mumbai Cricket Association, Cricket Centre, Wankhede Stadium, D Road, Churchgate, Mumbai – 400 020.**

5. DRAFT TENDER FORM

(To be submitted by the bidder on their Letter Head)

Date:

To,
**The Secretary,
Mumbai Cricket Association,
Cricket Centre,
Wankhede Stadium,
D Road, Churchgate,
Mumbai – 400 020.**

Gentlemen,

Subject: Proposed Refurbishment of Corporate Boxes, President Box, Press Box and Common Toilets and other areas of Mumbai Cricket Association at Wankhede Stadium, Churchgate, Mumbai.

We refer to the Tender invited for the above proposed work on your behalf by the Architect.

1. I / We, the undersigned herein state that I / We having
 - (a) **Examined** the Addendum (if any), Special Conditions of Contract (if any) Terms and Conditions of the Contract, Instructions to the Tender's, Technical Specification, Drawings etc.
 - (b) **Obtained all information** required by us for the execution of the above-mentioned works, inspected the site and work conditions acquired the requisite information relating to or affecting the tender.
2. I / We, the undersigned herein state that **the Earnest Money Deposit** (interest free) in the form of Demand Draft / Bank Guarantee from nationalized / scheduled as detailed in the Instructions to Tenderer & tender conditions is enclosed herein.
3. I / We agree that the Earnest Money Deposit will be **forfeited** in the event of the Client accepting my/our Tender and I / We fail to take up the Contract when called upon to do so and when as detailed in the Invitation of Tender and Instructions to the Tenderer.
4. I / We agree that if our Tender is accepted, we will deposit with you further amounts which along with the Earnest Money Deposit tendered herewith, will constitute to the Percentage as specified in the General/Special condition of contract as an Initial **Security Deposit** for due and proper performance of the Contract, within 7 days of your notification to us of acceptance of the Tender. We also understand that no interest is payable on the Security Deposit.

5. I/We further agree to the deduction from the 'Interim Payment' towards the '**Retention Money**' which will be returned as per the relevant Clauses in the Contract Document.
6. I/We further agree that **No interest** will be claimed by us and will be payable on the Retention Money retained by the Client.
7. I/We agree to abide by this tender for a **validity period** of 90 days from the last date of submission of the last offer and it will remain binding on us and may be accepted at any time before the expiry of that period or any further period extended by mutual consent.
8. I/We agree not to employ sub-contractors other than those approved by you/the Architects/Construction Managers. I/We agree to **Pay all** government levies, duties, taxes, cess etc. like sales tax (State and Central), excise duty, Octroi, Work Contract Tax, VAT, GST and all taxes as prevailing from time to time, on such items for which the same are leviable and the rates quoted by us are inclusive of the same.
9. In case of any default by us in our obligations at paragraphs 1 to 6 above, we acknowledge that you are at liberty to retain, as a **forfeit**, the Earnest Money Deposit herewith.
10. I/We agree that you are not bound to accept the **lowest or any other tender** you may receive, that you may award the work to anybody else or split the works or carry it out yourself and that you are not obliged to assign any reason for so doing.

All information and documents as required to be submitted as per of Information and Instructions to Tenderers are enclosed herewith separately.

Signature & Seal

Name & Designation :

Date :

6. GENERAL CONDITIONS OF CONTRACT

Definitions

- 1.(1) The contract documents consists of the Volume 1 – Terms and Conditions, Volume 2 – Technical Specifications, Volume 3 – Bill of Quantities (duly filled up), including all modifications thereof incorporated in the document before the execution and the Contract Drawings prepared by the Architect from time to time. These form the contract.
- 1.(2) **The Owner / Client :** Mumbai Cricket Association, Cricket Centre, Wankhede Stadium, D Road, Churchgate, Mumbai – 400 020.
The Architect / Consultant: The Architect / Consultant shall be M/s. Shashi Prabhu & Associates having office at Wankhede Stadium, Block No. A2 & B1, North Stand, 'D' Road Churchgate, Mumbai - 400 020.
The Contractor: Are those mentioned as such in the Agreement and shall include their legal representatives, assigns or successors. They are treated throughout the Contract Document as if each were of the singular number and masculine gender.
- 1.(3) "The Site" shall mean Wankhede Stadium, The Cricket Centre and other areas as defined by the client including any building and erections thereon and any other land allotted by the owner for contractor's use.
- 1.(4) The term "Sub-Contractor", as employed herein, includes those having a direct contract with the contractor and it includes one who furnishes material worked to a special design according to the plans or specifications of this work but does not include one who merely furnishes material not so worked. Any one doing work on a piece rate basis shall be deemed a Sub-Contractor.
- 1.(5) Written notice shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an office of the corporation for whom it is intended, or if delivered at or sent by registered mail to the last business address known to him who gives the notice.
- 1.(6) The terms "Work" of the Contractor or Sub-Contractor includes labour or material or both.
- 1.(7) All time limits stated in the Contract Document are of the essence of the contract.
- 1.(8) The law of the place of work shall govern the construction under this contract.
- 1.(9) The date of virtual completion of a project or specified area of a project is the date when construction is sufficiently completed, in accordance with the Contract

Documents as modified by any change or variation orders agreed to by the parties, so that the Owner can occupy the project for the use it was intended.

1.(10) All references made to “Client”, “Owner”, “Employer”, shall mean one and the same.

1. (11) All references made to “Architect”, “PMC”, “Consultant”, shall mean one and the same.

2. Contract Document

The following documents shall constitute the contract document:

- I. Volume 1 – Terms and Conditions
- II. Volume 2 – Technical Specifications.
- III. Volume 3 – Bill of Quantities
- IV. Tender Drawings.

The Contract Document is complementary. What is called for in any one shall be as binding as if called for by all.

The Contract Document shall remain in the custody of the Consultant so as to be available at all reasonable times for the inspection of the Owner or of the Contractor. Immediately after the execution of the contract, one copy of the Contract document and two copies of the contract drawings shall without charge be supplied by the Architect to the Contractor and one copy of the contract document to the Owner.

So soon as is possible after the execution of this contract two copies of the Specifications, descriptive schedule or other like documents necessary for use in carrying the work shall, without charge, be supplied by the Architect to the Contractor.

Provided that nothing contained in the said Specifications, Descriptive schedules or other document shall impose any obligation beyond those imposed by the Contract Document namely by the Contract Drawing, the Contract Bills, the Articles of Agreement, the General and Special conditions.

After the award of the Contract the Contractor shall without charge be supplied with all such further drawings and details as may be prepared by the Architect and his Consultants, from time to time as the work proceeds as are reasonably necessary either to explain or amplify the Contract Drawings or to enable the Contractor to carry out and complete the work in accordance with these Conditions, provided all

such drawings shall be a reasonable development of the work described in the Contract Document.

The Contractor shall keep one copy of the Specifications, Descriptive schedule or other like documents referred to in this clause and one copy of the Contract Drawing and such other drawings and details supplied to him from time to time and referred to in this clause and written instructions referred to in clause and sub-clause 9, 16(1), 16(2), and 30 upon the site so as to be available to the Architect or his representative at all reasonable times.

None of the documents hereinbefore mentioned shall be used by the Contractor for any purpose other than this contract and neither the Owner nor the Architect shall divulge or use except for the purpose of this Contract any of the prices in the contract bills.

Upon final payment under the Sub-clause 31(6) of these conditions the Contractor shall if so requested by the Architect forthwith returns to the Architect all Drawings, Details, Specifications, Descriptive Schedule and other Documents of like nature which bears his name or that of the Consultant.

3. Type of Contract

The Contract shall be an item-rate contract. The Contractor shall be paid for the actual quantity of work done, as measured at site according to the method of measurements given in Technical Specifications as well as IS 1200, at the rates quoted by him in the Contract Bills / Schedule of Quantities.

4. Schedule of Quantities

The schedule of quantities given in the contract bill is provisional and is meant to indicate the intent of the work and to provide a uniform basis for tendering. The Owner reserves the right to increase or decrease any of the quantities or to totally omit any item of work and the Contractor shall not claim any extras or damages on these grounds.

Any error in description or in quantity or omission of items from the Contract Bill shall not vitiate this Contract but shall be treated as a variation in the quantity.

5. Bonds/ Securities

5.1 Indemnity Bond: On the acceptance of his tender, the contractor will be required to execute on indemnity bond in favour of the Employer against third party claims, civil

or criminal complaints, site mishaps and other accidents or disputes, against any damages, loss or expenses due to or resulting from any negligence or breach of duty on the part of the contractor, his sub-contractor or his employees and agents etc. as per the appropriate indemnity Bond approved by the Employer / Architect.

- 5.2 **Performance Security:** The successful bidder shall, within 03 days of receipt of the Letter of Acceptance, issue to the Employer the Performance Security in an amount mentioned in Contract Data. Failure of the successful bidder to lodge the Performance Security as above may result in cancellation of the award and forfeiture of the bid security. The EMD will not be refunded without the receipt of the Performance Security. In the event of the actual contract value exceeding the quoted value, the Contractor shall furnish, to The Client, the additional Performance Security for the actual difference in contract value.
- 5.3 **Release of Performance Security:** 50% of performance security will be released on issuance of virtual completion certificate. Next 25% of the performance security will be released after completion of 50% of defects liability period (DLP). Remaining 25% of performance security will be released on completion of defects liability period (DLP).

7. SPECIAL CONDITIONS OF CONTRACT

Note: The Special Conditions shall supersede the Technical Specifications as well as General Conditions of the Contract.

Phasing

The client may choose to undertake the project in two phases. The phase 1 of the work may be executed prior to 30th September, 2023 and the Phase 2 of the work may be executed after the completion of World Cup at Wankhede Stadium. The contractor shall bid the project accordingly. No additional costs will be paid to the contractor for such phasing and/ or mobilization and demobilization required as a result of this phasing. The client may also choose to terminate the contract at the end of phase 1. No additional payments will be made to the contractor in case the client decides to execute only Phase 1 of the work. The client may also choose to award each phase of the work to different contractors. The bidders should also take this into consideration and bid accordingly. Performance Guarantees will be obtained from the bidder accordingly to the amount of work awarded to the contractor.

Power and Water for Construction

Water for Construction

The Contractor shall make their own arrangement and pay for Construction water, the Contractor shall pay for all fees in connection with such services and shall pay the supply authority for all water used prior to the completion of the Work. The Contractor shall also provide any temporary service piping and taps as required for his use on the work, and remove the same on completion. If the Contractor proposes to make his own arrangements for the supply of water other than from the supply authority, he shall furnish at his cost the water analysis to the Architect for approval before use in the building work.

The quality of water shall be got tested and approved by Architect from time to time. The Contractor will construct water tank of adequate capacity at his own cost to ensure that sufficient water is available at site and that work is not hampered on his account.

Power for Construction

The Contractor shall arrange for power for construction and temporary office / works at his own cost and nothing extra shall be payable on this account.

Necessary cooperation interim of land, ownership etc. may be extended by owner/ Architect. Contractor is also required to make standby / alternate arrangement for

power supply at his cost. The contractor will not have any claim on account of failure of power supply either financially or in terms of completion period commitments.

Water and Electrical Connection for Contractors of Other Trade

For water and electricity, the Contractors for other trades directly appointed by The Client shall be entitled to take connections from the temporary water and electric supply connection obtained by the Contractor at his cost. Such Contractors [directly appointed by Client] shall install a sub-meter for measuring electric / water consumption at their own cost and maintain the wiring / installation in good condition as per the local rules and reimburse the actual consumption charges directly to the Contractor at mutually agreed rates between them. In case of any disagreement, the reimbursement charges shall be decided by the Architect, whose decision shall be final and without appeal.

Prices not to change

The price quoted by the contractor shall not be subjected to any change due to increase or decrease in cost of materials and labor or due to any reasons whatsoever.

Tender Rates and Prices all Inclusive

Notwithstanding anything contained elsewhere in any of the clauses of the tender, the prices/rates quoted for each item/work in the Bills of Quantities shall be inclusive of all direct and indirect costs, duties, taxes, Sales tax, VAT, Service tax, consignment tax, octroi / local tax etc. on any of inputs, royalty on quarried items etc. that may be involved in completing the item/work as required in the fulfillment of all obligations under the contract and to the satisfaction of the Architect. Only GST will be applicable as extra on the total project cost.

Sales Tax/ Works Contract Tax/ VAT shall be borne by the Contractor but The Client has the right to deduct equivalent amount from running bill of Contractor and deposit the same directly with competent authority. The Contractor shall get himself enlisted in Sales Tax Department. If The Client does not deduct the tax, as mentioned herein above, it shall be the duty of the Contractor to pay the same to the competent Authority and indemnify The Client.

The Client has further right to deduct any and all of the Taxes deductible at source, including surcharge, if any and deposit the same with the competent Authority.

Any increase in taxes or new taxes if imposed after submission of tender shall be considered for reimbursement. On the same account, any reduction in VAT & Services Taxes will result in adjustment of the tender price accordingly.

Income Tax deduction at Source

As per the statutory rules, Income Tax shall be deducted at source by The Client from Contractors bills and the certificate to that will be given by The Client.

If there is a statutory requirement for deduction of Works Contract Tax or any other tax at source, then such requirement shall be followed and the tax deducted at source (TDS) will be deposited with the authority and certificate to this will be issued to contractor in an approved format.

No Compensation for Additions / Alterations of work to be carried out

The contractor shall quote on the basis of Bill of Quantities. The drawings attached with the tender & forming part of this contract may be subject to additions & alterations to suit the requirements of the Owner for which no extra claim shall be entertained.

Extra Items

“Extra Item” is defined as any item for which the rate is not available in the Quoted Bill of Quantities. As soon as there is a need for the contractor to install any such item, the contractor shall immediately notify the Architect and seek his permission, in writing, to carry this item.

For arriving at rates for non tender items following procedure will be followed:

1. For analogues items rate will be derived from related tender items.
2. For new items, rates will be worked out on the basis of reasonable cost of material (+) Reasonable cost of labor (+) 20% margin towards Contractor's supervision, overhead and profits (+) GST. Architect's decision in this respect shall be final and binding.
3. For completely subcontracted items a margin of 20% will be allowed on subcontracted value towards overhead and profit where the same has been approved by Owner / Architect. For all such items the contractor shall take prior permission of Architect / Owner before commencing execution.

Children not allowed

Labourers accompanied by child / children will not be allowed to work. The contractor shall provide a Crèche for the children of the labourers for the entire duration of the project.

Security at Site

Contractor to provide for his own security agency at site.

Right to Terminate Contract

If the contractor fails to keep the construction schedule decided at the time of start of work, the owner shall have the right to terminate his contract or allow part of the scope of work to be given to other contractor.

Work at Night

All work at night shall be carried out without unreasonable noise and disturbance. The contractor shall indemnify the Employer from and against any liability for damages on account of noise or other disturbance created while or in carrying out the work and from and against all claims, demands, proceedings, costs, charges and expenses whatsoever in regard or in relation to such liability.

No work shall be done at night unless approved by the client in writing. Contractor's employees will not be allowed to work on energized circuits at night unless special permission to the contrary has been obtained from the client.

Abnormal Rates

If it is found that the rates quoted by the contractor are unusually high and abnormal, then the Architect reserves the right to negotiate the rates or reject the tender if the contractor refuses to give detailed explanation and/ or Rate Analysis of such item.

Responsibility of Contractor for Quality Control

It shall be the sole responsibility of the contractor to provide standard and good materials and execute the work strictly in accordance with drawings, design and specifications. If as a result of the judgment of consumer protection cell, it is proved that the defect in the buildings are due to sub-standard materials, not as per design

specifications, negligent supervision, the entire expenditure of setting right the defects including the cost incurred by the Client for settlement of those cases of consumer protection cell shall be deducted from any payment due to the contractor or shall be reimbursed to the owner by the contractor.

Contractor's Responsibility during Defect Liability

The contractor shall deploy the following minimum staff during the defects liability period exclusively for attending the complaints of the Employer/ Architect.

One (1) Civil Engineer with minimum 10 years of experience

One (1) Electrical/ Mechanical Engineer with minimum 10 years of experience

Maintenance during defects liability period shall be carried out to the full satisfaction of the employer / Architect. Additional manpower is to be employed by the contractor if required to cater for any urgent rectifications of the defects.

6. CONTRACT DATA

No.	Item	Refer to clause	Amount / Period
1.	Earnest Money Deposit	Tender Notice	Rs. 75,00,000/-
2.	Performance Security (initial)	General Conditions	By Demand Draft or Bank Guarantee from a Nationalized Bank equivalent to 10% of value of contract within 3 days of "Letter of Intent" valid until the end of defect liability period. The EMD will be refunded only on furnishing this BG.
3.	Mobilization Advance		An Interest Free 10% (Ten Percent) of the Contract value against the separate Bank Guarantee from nationalized bank. This will be recovered equally in two parts from first two RA Bills.
4.	Minimum Amount of Third-party Insurance for any one accident, number of accidents being unlimited.	General Conditions & Special Conditions	Rs. 1,00,00,000/- (Rupees One Crore only).
5.	Contractors all risk policy	General Condition	For the value of the contract and to cover entire duration of contract + 1 year.
6.	Workmen compensation policy	-	As per Statutory provision
7.	Date of commencement of Work	General Condition	Date of issue of LOI / Work order.
8.	Time of completion	General Condition, Liquidated Damages	30/09/2023.
9.	Amount of liquidated damages	Liquidated Damages Clause	Rs. 2,50,000/- per day of delay subject to a maximum of 10% of contract value. Interim penalties may apply as defined in tender.
10.	Period of Defects liability	General Condition	12 months after completion of project.
11.	Minimum amount of Interim certificate and their periodicity		Minimum of 20% of contract value.

No.	Item	Refer to clause	Amount / Period
12.	Retention (%)	Retention Clause	5% of accepted tender amounts of bill value to be deducted from each interim bill. 50% Retention will be released after virtual completion of work and remaining will be released after total completion of DLP.
13.	Time within which payment of interim, Final bill will be made after Architects certificate.	General Condition	An ad hoc amount equivalent to 75% of the RA bill will be released to the contractor within 5 days of the submission of the RA Bill. The remaining portion of the bill will be released after thorough verification of all measurements. The final bill of the bidder will be certified within 30 days and will be paid within 15 days from certification.
14.	Deduction from R.A. Bills		TDS, Retention, Advances, etc as Applicable
15.	Validity of tender	Instruction to Bidder	90 days from date of submission
16.	List of approved makes	As per Vol II	-
17.	Water supply	Special Conditions.	Contractor to make own provision for water
18.	Electricity power	Special Condition.	Contractor to make own provision for power.
19.	Phasing	Special Condition.	Two Phases as defined in the tender

7. RETENTION

1. 5% of accepted tender amounts of bill value to be deducted from each interim bill. 50% Retention will be released after work completion certificate from the client & balance 50% will be released upon completion of defect liability period.
2. If the contractor/sub-contractor or their employees shall break, deface or destroy any property belonging to the Owner or other agency during the execution of the contract, the same shall be made good by the Contractor at his own expenses and in default thereof, the Architect may cause the same to be made good by other agencies and recover expenses from the contractor (for which the certificate of the Architect shall be final). These expenses can be recovered from the security deposit if recovery from other sources is not possible.
3. All compensation or other sums of money payable by the contractor to the Owner under terms of this Contract may be deducted from his security deposit or from any sums which may be due or may become due to the contractor by the Owner on any account whatsoever. In the event of his security deposit being reduced by reasons of any such deductions aforesaid the contractor shall within ten days make good in cash, Bank draft or other Government Securities any sum or sums, which may have been deducted from his security deposit. No interest shall be payable by the Owner on the sum deposited as security deposit.
4. 5% of final value of contract as arrived in final bills shall be retained as retention money for performance during Defects Liability period. The amount retained as Retention Money shall be released on the issue of certificate on completion of Defects Liability Period. No interest shall be payable by the owner for the Retention Money / Security for performance.

8. MOBILIZATION ADVANCE

Mobilization advance of 10% of the contract value shall be paid to the contractor against an equivalent sum of unconditional Bank Guarantee from a Nationalized Bank as per the format included herein. This advance shall be paid in two installments as provided hereunder.

- i) 50% of the advance may be paid to the contractor upon issuance of Letter of Intent, and the contractor submitting a request letter and an equivalent amount of unconditional Bank Guarantee.
- ii) Remaining 50% of the advance shall be paid upon the contractor setting up of the site office, Machineries and mobilizing minimum workforce stipulated in the tender and submitting the remaining portion in unconditional bank guarantee.

Mobilization Advance given to the contractor shall be recovered equally in first two parts from first two RA bills or as per progress of work. 12% simple interest per annum shall be charged on the amount of advance amount paid to the contractor until the amount is recovered from the R.A. bills. The bank guarantee shall remain in force until the entire sum of advance is fully repaid.

9. LIQUIDATED DAMAGES/ COMPENSATION FOR DELAY

The time allowed for carrying out the work as provided and specified in this agreement shall be strictly observed by the contractor and shall be the essence of the contract, and reckoned from the date on which Letter of Acceptance is issued to the contractor. The contractor is to work on all buildings / sections simultaneously. The contractor is to submit detailed scheduled construction programme as defined in the General Conditions, for the completion of all the works. The scheduled construction programme shall be scrutinized by the Architect and based upon their recommendation, the Client shall approve the same. The contractor has to work in accordance with the approved programme.

Time is the essence of the contract. In case the contractor fails to complete the work in all respects within the stipulated period, then unless such failure is due to force majeure, contractor shall pay to the OWNER by way of compensation for delay, Rs. **2,50,000/- per day**, subject to maximum of **10%** of the accepted Contract Sum or value of the work done.

In addition to the liquidated damages payable by the contractor for final delay of the work, the contractor shall be liable to be charged penalties for interim delays based on following milestones:

1. Mobilization of entire workforce: Within 7 days of issuance of LOI
2. Completion of Demolition/ Removal: Within 15 days of issuance of LOI
3. Procurement of Chairs in Hospitality & President's Boxes – Within 15 days of issuance of LOI.
4. Procurement & Delivery of 75% of all ceiling material of Common Toilets, Hospitality Boxes, Press Box Toilets, Flooring Material of Hospitality Boxes & President's Box, President's Toilet - Within 20 days of issuance of LOI
5. Procurement of Chairs in Hospitality Boxes, Press Boxes & President's Boxes – Within 15 days of issuance of LOI.
6. Completion of all work within Hospitality Boxes & connected toilet – within 40 days of issuance of LOI
7. Completion of all work within common toilets – within 50 days of LOI

Failure to complete the interim milestones indicated above will result in the client withholding an additional penalty of Rs. 2,00,000 for each day of delay in completion of the interim milestone. These penalties may be released to the contractor if final completion dates for the entire project are achieved by them despite the interim delays. Otherwise, the interim penalties will be charged in addition to the final penalties.

10. STATUTORY COMPLIANCES

1. Contract labor attracts the provisions of the following Acts:
 - Contract labor (Regulation & Abolition) Act
 - ESI Act
 - Employees Provident Fund & Misc. Provisions Act
 - Factories Act
 - Payment of Wages Act
 - The Minimum Wages Act
 - Provident Fund Act
2. Contractor' refers to any person, firm or Company to whom the contract has been assigned by the principal Client & includes its permitted assigns, heirs, executors, administrators or other legal representatives, (Definition under Contract Labor Act).
3. In the event a Contractor is likely to employ 20 or more workmen on any given day, he has to obtain a license from the licensing authority (Deputy Commissioner of Labor)
4. All the eligible employees shall be covered under E.S.I. scheme as per ESIC Rules. All the eligible employees will be covered under P.F. scheme as per P.F. Act & Rules.

The contractor shall ensure that the contributions under ESIC & P.F. (Both Employees contributions as well as Clients contribution) are paid in time with ESIC / P.F. authorities. Whenever contractor is allowed to use owners Registration code, owner shall have the authority to effect necessary deductions in amounts due to the contractor under running / final bill.

For computing Employees & Clients contributions it is essential that contractor maintains Attendance & wage registers and these are marked punctually. The records should always be available on demand. The rate of contributions of Employees and Client will be as per statutory provisions prevailing from time to time.

5. The contract workers would normally be permitted to work daily with hours matching with working hours of the industry where they are posted for the project work. The weekly off shall also coincide with Industry weekly off, if directed. In all other case the working hours will be 9:00 a.m. to 6:00 p.m. For working in running industries for any work to be carried out beyond stipulated working hours specific

permission has to be obtained from concerned department as well as Industrial relations department.

6. The Contractor shall abide by & observe Works Regulations in force from time to time & also statutory enactments, Central as well as State Govt., as may be applicable & particularly the following:
 - a. Contractor shall regularly maintain the following records & shall produce the same whenever asked by the Company.
 - b. Muster roll regarding attendance & overtime.
 - c. Leave with wages register.
 - d. Register for payment of wages.

The above documents are being frequently inspected by Govt. Labor Officers & as such they should be correctly maintained.

7. Where a contractor employs a worker for more than 9 hours on any day or more than 48 hours in any week, he shall in respect of overtime work, pay to such workers wages at the rate of twice his ordinary rate of wages. (Wages including D.A.)
8. Contractor shall give weekly holiday to his workers & no substitution of scheduled holiday for a worker will be made which will result in any worker working for more than 10 consecutive days without a holiday for a whole day. (Substitution should be either 3 days before or after a weekly holiday).
9. Every contractor employee employed in or in connection with the work of a project site to which Provident Fund Act applies, is required to become a member of the Fund after he has completed three months continuous service or has actually worked for not less than 60 days, within a period of three months.
10. Contractor shall remain present either himself personally or shall keep his representative present to have adequate supervision & control over the work done by his workers.
11. Any accident to their workers while at work shall be immediately reported in writing, in the prescribed statutory form by the contractor/s concerned to the departmental heads where their work is going on & the department shall follow the prescribed procedure for all project site accidents of the Company's employees.
12. In the event of breakdown of machinery or strike or lock out for force majeure over which the Company has no control (the sufficiency of which the Company shall be

the sole judge) or if it is not possible for Company to fulfill their part of the contract, the contractor shall have no claim of any sort whatsoever against the Company.

11. BANK GUARANTEE FORMATS

Bank Guarantee For Performance Security

(On letter head of the Owner with adhesive stamp / non-judicial stamp paper of Rs. 100/- or appropriate value at the time of issue of Bank Guarantee)

THIS DEED OF GUARANTEE made on _____ day of ____ 2023, between [**Name of Bank**]., having Registered Office at [Address], (hereinafter called the “**Bank**” which expression shall unless repugnant to the context and meaning thereof include its successors) in favor of [**Name of Owner**] having its office at [Address] and Registered Office at [Address]. (hereinafter called “**Owner**” which expression shall unless repugnant to the context and meaning thereof include its successors and assigns).

WHEREAS _____ has issued a Letter of Acceptance / Work Order dated _____ to _____ having its Corporate office at _____ (hereinafter called the “**Contractor**”) which constitute a binding Contract (hereinafter called “**Contract Agreement**”) for carrying out the “**Proposed Refurbishment of Corporate Boxes, President Box, Press Box and Common Toilets and other areas of Mumbai Cricket Association at Wankhede Stadium, Churchgate, Mumbai.**” based upon the Tender submitted by the Contractor and agreed between Client and Contractor and subject to the terms therein contained . The work to be carried out by Contractor shall be supervised and implemented by **M/s Shashi Prabhu & Associates.** (hereinafter called “**Architect / Project Management Consultant**”)

AND WHEREAS in accordance with the terms and conditions of the contract agreement, the Contractor has agreed to furnish a Bank Guarantee to Owner in the form of acceptable to _____ for a sum of **Rs. _____ (Rupees _____ Only)** to ensure timely and satisfactory performance by the Contractor of its obligation under the Contract Agreement.

AND WHEREAS the Bank has at the request of the Contractor agreed to furnish this irrevocable and unconditional guarantee in favor of Owner to secure performance by the Contractor of its obligations under the Contract Agreement on the terms and conditions herein contained.

NOW THIS DEED WITNESSTH AS FOLLOWS:

- i. The Bank hereby unconditionally and irrevocably guarantees the due and punctual performance and observance of and compliance by the Contractor of the covenants,

agreements, conditions and provisions expressed or implied on the part of the Contractor to be performed observed or complied with under the Contract Agreement in accordance with the terms thereof and in the event of any non-performance and non-compliance of the same for any reason, the Bank shall absolutely irrevocably and unconditionally without any demur right of set off or counter claim, forthwith upon written demand by Owner and without demur or protest and without reference to the Contractor pay to Owner a sum not exceeding Rs. _____ (**Rupees** _____ **only**). A demand so made by _____ shall be final and binding on the Bank.

- ii. The Bank's liability under this Guarantee is restricted to Rs. _____ (**Rupees** _____ **Lacs** _____ **Thousand** _____ **only**).
- iii. The decision of Owner for the time being in force, or at any time thereafter as to the non-performance, non-observance and non-compliance by the Contractor of the covenants, agreements, conditions and provisions, expressed or implied, on the part of the Contractor, to be observed performed or complied with under the Contract Agreement shall be final, conclusive and binding upon the Bank and shall not in any circumstances be questioned by the Bank, under what so ever circumstances.
- iv. Any demand for payment under this Guarantee shall be made on the Bank by Owner in writing at [Bank Address] and shall be deemed to have been sufficiently made by Owner if the writing containing the demand is sent to the Bank by registered post to the address as aforesaid or sent to the Bank by hand delivery at such address and written acknowledgement obtained to such delivery.
- v. The guarantee obligations of the Bank hereunder shall continue in force and effect and be binding on the Bank in accordance with its terms upto _____ or until the due performance, observance and compliance by the Contractor of all the covenants, agreements, conditions and provisions, expressed or implied, on the part of the Contractor to be observed, performed or complied with under the Contract Agreement, the completion of the Defects Liability Period and issue of the Certificate of Final Completion by Owner in accordance with the Contract Agreement whichever is later.
- vi. As between the Bank and Owner (but without affecting the Contractors' obligations) the Bank shall be liable under this Guarantee as if it were the sole principal debtor. The Bank's liability hereunder shall not be discharged nor shall its liability be affected by:
 - a. Any time, indulgence, waiver or consent at any time given by Owner to the Contractor.
 - b. Any amendment to the Contract Agreement,

- c. The making or the absence of any demand by Owner on the Contractor or any other person for payment.
 - d. The enforcement or absence of enforcement of the Contract Agreement or of any security or other defect in any provision of the Contract Agreement or of any of the Contractors obligations there under;
 - e. The dissolution, amalgamation, reconstruction or reorganization or appointment of any Administrative Receiver of the Contractor.
- vii. The Guarantee herein contained shall not be determined or in any way prejudiced or affected by any change in the constitution of the Bank/ Owner or by any merger, or amalgamation or reconstruction of the Bank / Owner but shall be enforceable against the merged, amalgamated or reconstruction body.
- viii. The Bank hereby expressly and irrevocably waives all claims of waiver, release, surrender or compromise and all defenses, set offs, counter claims recouplements, reductions, limitations and impairments, whatsoever.
- ix. Owner shall be at liberty to vary and alter or modify any of the terms and conditions of the Contract Agreement including without limitation to extend from time to time the time for the performance of the Contract Agreement by the Contractor or to postpone from time to time any of the powers exercisable by _____ against the Contractor, to forbear or to enforce any of the terms and conditions of the Contract Agreement, without in any manner affecting this Guarantee and without notice to or assent of the Bank.
- x. The Bank waives any right to require/proceeding first against the Contractor or the realization first of any other security or other guarantee, if any.
- xi. The Bank agrees and confirms that its obligation to make payment to Owner on demand hereunder and discharge of such obligation shall not be delayed, exercised or avoided by reason of any act or omission on the part of Owner
- xii. The bank declares and confirms that the Bank has taken all necessary corporate action to authorize the execution delivery and performance of this Guarantee in accordance with the terms hereof and that the Bank has full power to enter into and perform and discharge its obligations under taken hereunder and that this Guarantee constitutes legal, valid and binding obligation of the Bank, enforceable in accordance with its terms and any defects therein or in its execution shall not be a plea for non-payment or performance of its obligation.

xiii. This guarantee shall be Governed by and construed in all respects according to the laws of India and shall be subject to the jurisdiction of the courts in Mumbai.

xiv. Any forbearance or indulgence on the part of Owner in the enforcement of the covenants, agreements, conditions and provisions, expressed or implied, on the part of the Contractor to be observed, performed or complied with by the Contractor under the contract agreement shall in no way relieve the Bank of its liability under the Guarantee.

xv. Terms and expression defined in the contract agreement and used herein shall have the meanings assigned to them therein save and except where the context otherwise require.

xvi. Notwithstanding anything contained hereinabove;

- a. Our liability under this bank guarantee shall not exceed Rs. _____ (Rupee _____)
- b. This bank guarantee shall be valid upto _____ or and
- c. It is a condition to our liability for payment of the guaranteed amount or part any thereof arising under this Bank guarantee that we receive a valid written claim or demand for payment under this bank guarantee on or before _____ or as provided in clause 5 whichever is later failing which our liability under this bank guarantee will automatically cease.

IN WITNESS WHEREOF THE BANK HAS SET ITS HAND AND SEAL THE DAY AND YEAR FIRST ABOVE WRITTEN.

SIGNED for and behalf)
Of the Bank by it's duly authorized)
Representative Mr.)
In the presence of)

Bank Guarantee For Mobilisation

(On letter head of the Owner with adhesive stamp / non-judicial stamp paper of Rs. 100/- or appropriate value at the time of issue of Bank Guarantee)

THIS DEED OF GUARANTEE made on _____ day of _____ 2023, between [Name of Bank], having Registered Office at [Address], (hereinafter called the “Bank”) through its official (Name of official) being authorized to furnish the guarantee contained herein and to bind the Bank for the terms appearing hereunder, in favor of [Name of Owner] having its office [Address] and Registered Office at [Address]. (hereinafter called “Owner”). The terms “Bank” and the “Owner” shall include their respective legal representative, successors and assigns.

WHEREAS Owner has issued a Letter of Acceptance / Work Order dated _____ to _____ having its Corporate office at _____. (hereinafter called the “Contractor”) which constitutes a binding Contract (hereinafter called “Proposed Refurbishment of Corporate Boxes, President Box, Press Box and Common Toilets and other areas of Mumbai Cricket Association at Wankhede Stadium, Churchgate, Mumbai.” based upon the Tender submitted by the Contractor and subject to the terms therein contained. The work to be carried out by Contractor shall be supervised and implemented by **M/s Shashi Prabhu & Associates, Mumbai.** (hereinafter called “Architect / Project Management Consultant”)

AND WHEREAS in accordance with the terms and conditions of the contract agreement, Owner has agreed to make an interest free advance payment for Mobilization to the Contractor of Rs. _____ (**Rupees _____ Only**) equivalent to 10% of the total Contract Value (“Advance Payment”) and such payment is to be secured by an irrevocable and unconditional Bank Guarantee.

AND WHEREAS _____ is entitled to adjust the Advance Payment against the Contractor’s bill raised from time to time for work carried out by it pursuant to and in accordance with the Contract Agreement.

AND WHEREAS the Bank has at the request of the Contractor agreed to furnish a guarantee in favor of _____ to secure the Advance Payment.

NOW THIS DEED WITHNESSTH AS FOLLOWS:

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- i. In Consideration of Owner having appointed the Contractor and having made the Advance Payment of Rs _____ (Rupees _____ only) to the Contractor, the Bank do hereby guarantee that in the event Owner being unable to adjust and recover the Advance Payment against bills to be raised from time to time by the Contractor for work carried out pursuant to and in accordance with the Contract Agreement, a sum equivalent to any unadjusted amount of Advance Payment shall become payable by the Bank to Owner and the Bank shall absolutely, irrevocably and unconditionally, without any right of set off or counter claim forthwith upon written demand by Owner and without demur or protest, and without recourse to the Contractor forthwith pay to Owner the unadjusted amount of the Advance Payment on demand by Owner.
- ii. The Bank's liability under this Guarantee is restricted to **Rs.** _____ (**Rupees** _____ only) and shall stand reduced upon receipt of advice in writing from Owner of and to the extent of adjustments made by Owner against progressive bills raised by the Contractor from time to time for work done by the Contractor pursuant to and in accordance with the Contract Agreement.
- iii. The decision of Owner for the time being in force, or at any time thereafter as to the whether or not the Advance Payment has been fully adjusted and recovered shall be final, conclusive and binding upon the Bank and shall not in any circumstances be questioned by the Bank.
- iv. Any demand for payment under this Guarantee shall be made on the Bank by Owner in writing at [**Bank Address**] and shall be deemed to have been sufficiently made by Owner if the writing containing the demand is sent to the Bank by registered post to the address as aforesaid or sent to the Bank by hand delivery at such address and written acknowledgement obtained to such delivery.
- v. The guarantee obligations of the Bank hereunder shall continue in force and effect and be binding on the Bank in accordance with its terms upto _____ or until such time the Advance Payment is adjusted recovered by Owner in full, whichever is earlier.
- vi. As between the Bank and Owner (but without affecting the Contractors' obligations) the Bank shall be liable under this Guarantee as if it were the sole principal debtor. The Bank's liability hereunder shall not be discharged nor shall its liability be affected by:
- a. Any time, indulgence, waiver or consent at any time given by Owner to the Contractor.
- b. Any amendment to the Contract Agreement,

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- c. The making or the absence of any demand by Owner on the Contractor or any other person for payment.
 - d. The enforcement or absence of enforcement of the Contract Agreement or of any security or indemnity.
 - e. The illegality, invalidity or unenforceability of or any defect in any provision of the Contract Agreement or of any of the Contractors obligations thereunder,
 - f. The dissolution, amalgamation, reconstruction or reorganization or appointment of any Administrative Receiver of the Contractor.
- vii. The Guarantee hereinbefore contained shall not be determined or in any way prejudiced or affected by any change in the constitution of the Bank/ Owner or by any merger, or amalgamation or reconstruction of the Bank / Owner but shall be enforceable against the merged, amalgamated or reconstruction body.
- viii. Owner shall be at liberty to vary and alter or modify any of the terms and conditions of the Contract Agreement including without limitation to extend from time to time the time for the performance of the Contract Agreement by the Contractor or to postpone from time to time any of the powers exercisable by Owner against the Contractor, to forbear or to enforce any of the terms and conditions of the Contract Agreement, without in any manner affecting this Guarantee and without notice to or assent of the Bank.
- ix. The Bank hereby expressly and irrevocably waives all claims of waiver, release, surrender or compromise and all defenses, setoffs, counter claims recoupments, reductions, limitations and impairments or non-intimation of adjustments made against bills received.
- x. The Bank waives any right to require/proceeding first against the Contractor or the realization first of any other security or other guarantee, if any.
- xi. The Bank agrees and confirms that its obligation to make payment to Owner on demand hereunder and discharge of such obligation shall not be delayed, exercised or avoided by reason of any act or omission on the part of Owner.
- xii. This guarantee shall be governed by and construed in all respects according to the laws of India and shall be subject to the jurisdiction of the courts in Mumbai.
- xiii. The Bank declares and confirms that the Bank has taken all necessary corporate action to authorize the execution delivery and performance of this Guarantee in

accordance with the terms hereof and that the Bank has full power to enter into and perform and discharge its obligations under taken hereunder and that this Guarantee constitutes legal, valid and binding obligation of the Bank, enforceable in accordance with its terms and any non-compliance in internal approvals, procedures, shall not be a ground for discharge of its obligations hereunder.

Notwithstanding anything contained hereinabove;

- a. Our liability under this bank guarantee shall not exceed Rs. _____ (Rupees _____)
- b. This bank guarantee shall be valid upto _____ and
- c. It is a condition to our liability for payment of the guaranteed amount or part any thereof arising under this Bank guarantee that we receive a valid written claim or demand for payment under this bank guarantee on or before _____ failing which, our liability under this bank guarantee will automatically cease.

IN WITNESS WHEREOF THE BANK HAS SET ITS HAND AND SEAL THE DAY AND YEAR FIRST ABOVE WRITTEN.

SIGNED for and behalf)
Of the Bank by it's duly authorized)
Representative Mr.)
In the presence of)

Bank Guarantee For Waterproofing

At the time of virtual completion, the main contractor is required to submit, to the owner, a bank guarantee to secure the performance of the waterproofing work at the said project. The said Bank Guarantee shall be on the letter head of the main Contractor with adhesive stamp / non-judicial stamp paper of Rs. 100/- or appropriate value at the time of issue of Bank Guarantee. The contents of this bank guarantee are as follows:

THIS DEED OF GUARANTEE made on _____ day of _____ 2023, between [Name of Bank], having Registered Office at [Address], (hereinafter called the “Bank”) through its official (Name of official) being authorized to furnish the guarantee contained herein and to bind the Bank for the terms appearing hereunder, in favor of [Name of Owner] having its office [Address] and Registered Office at [Address]. (hereinafter called “Owner”). The terms “Bank” and the “Owner” shall include their respective legal representative, successors and assigns.

WHEREAS Owner has issued a Letter of Acceptance / Work Order dated _____ to _____ having its Corporate office at _____. (hereinafter called the “Contractor”) which constitutes a binding Contract (hereinafter called “Proposed Refurbishment of Corporate Boxes, President Box, Press Box and Common Toilets and other areas of Mumbai Cricket Association at Wankhede Stadium, Churchgate, Mumbai.” based upon the Tender submitted by the Contractor and subject to the terms therein contained. The work to be carried out by Contractor was designed and supervised by M/s Shashi Prabhu & Associates, Mumbai. (hereinafter called “Architect”)

AND WHEREAS in accordance with the terms and conditions of the contract agreement, Contractor has completed the waterproofing work at the said project for a total cost of Rs. _____ (Rupees _____ Only) and the performance of such work is to be secured by an irrevocable and unconditional Bank Guarantee.

AND WHEREAS the Bank has at the request of the Contractor agreed to furnish a guarantee in favor of **Mumbai Cricket Association** to secure the performance of this work.

NOW THIS DEED WITNESSTH AS FOLLOWS:

- i. In Consideration of Owner having appointed the Contractor and having made the total payment of Rs _____ (Rupees _____ only) to the Contractor for the waterproofing work completed at the said project, the Bank do hereby guarantee

that in the event any portion of the building fails to remain entirely watertight for a period of **(10) years** from the commencement of this warranty and the should the main contractor during the period of 10 (Ten) years from the commencement of this warranty fails to rectify the said leakage, a sum equivalent to the amount covered in this bank guarantee shall become payable by the Bank to the **Mumbai Cricket Association** and the Bank shall absolutely, irrevocably and unconditionally, without any right of set off or counter claim forthwith upon written demand by **Mumbai Cricket Association** and without demur or protest, and without recourse to the Contractor forthwith pay to Owner the unadjusted amount on demand by Owner

- ii. The Bank's liability under this Guarantee is restricted to **Rs.** _____ (**Rupees** _____ only) and shall stand cancelled upon completion of the said period pursuant to and in accordance with the Contract Agreement.
- iii. Any demand for payment under this Guarantee shall be made on the Bank by Owner in writing at [**Bank Address**] and shall be deemed to have been sufficiently made by Owner if the writing containing the demand is sent to the Bank by registered post to the address as aforesaid or sent to the Bank by hand delivery at such address and written acknowledgement obtained to such delivery.
- iv. The guarantee obligations of the Bank hereunder shall continue in force and effect and be binding on the Bank in accordance with its terms upto _____.
- v. As between the Bank and Owner (but without affecting the Contractors' obligations) the Bank shall be liable under this Guarantee as if it were the sole principal debtor. The Bank's liability hereunder shall not be discharged nor shall its liability be affected by:
 - a. any time, indulgence, waiver or consent at any time given by Owner to the Contractor.
 - b. Any amendment to the Contract Agreement,
 - c. The making or the absence of any demand by Owner on the Contractor or any other person for payment.
 - d. The enforcement or absence of enforcement of the Contract Agreement or of any security or indemnity.
 - e. The illegality, invalidity or unenforceability of or any defect in any provision of the Contract Agreement or of any of the Contractors obligations there under.

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- f. The dissolution, amalgamation, reconstruction or reorganization or appointment of any Administrative Receiver of the Contractor.
- vi. The Guarantee hereinbefore contained shall not be determined or in any way prejudiced or affected by any change in the constitution of the Bank/ Owner or by any merger, or amalgamation or reconstruction of the Bank / Owner but shall be enforceable against the merged, amalgamated or reconstruction body.
- vii. Owner shall be at liberty to vary and alter or modify any of the terms and conditions of the Contract Agreement including without limitation to extend from time to time the time for the performance of the Contract Agreement by the Contractor or to postpone from time to time any of the powers exercisable by Owner against the Contractor, to forbear or to enforce any of the terms and conditions of the Contract Agreement, without in any manner affecting this Guarantee and without notice to or assent of the Bank.
- viii. The Bank hereby expressly and irrevocably waives all claims of waiver, release, surrender or compromise and all defenses, setoffs, counter claims recouments, reductions, limitations and impairments or non-intimation of adjustments made against bills received.
- ix. The Bank waives any right to require/proceeding first against the Contractor or the realization first of any other security or other guarantee, if any.
- x. The Bank agrees and confirms that its obligation to make payment to Owner on demand hereunder and discharge of such obligation shall not be delayed, exercised or avoided by reason of any act or omission on the part of Owner.
- xi. This guarantees shall be governed by and construed in all respects according to the laws of India and shall be subject to the jurisdiction of the courts in Mumbai.
- xii. The Bank declares and confirms that the Bank has taken all necessary corporate action to authorize the execution delivery and performance of this Guarantee in accordance with the terms hereof and that the Bank has full power to enter into and perform and discharge its obligations under taken hereunder and that this Guarantee constitutes legal, valid and binding obligation of the Bank, enforceable in accordance with its terms and any non-compliance in internal approvals, procedures, shall not be a ground for discharge of its obligations hereunder.

Notwithstanding anything contained hereinabove;

- a. Our liability under this bank guarantee shall not exceed Rs. _____ (Rupees _____)
- b. This bank guarantee shall be valid upto _____ and
- c. It is a condition to our liability for payment of the guaranteed amount or part any thereof arising under this Bank guarantee that we receive a valid written claim or demand for payment under this bank guarantee on or before _____ failing which, our liability under this bank guarantee will automatically cease.

IN WITNESS WHEREOF THE BANK HAS SET ITS HAND AND SEAL THE DAY AND YEAR FIRST ABOVE WRITTEN.

SIGNED for and behalf)

Of the Bank by it's duly authorized)

Representative Mr.)

In the presence of)

Waterproofing Guarantee

At the time of virtual completion, the main contractor is required to submit, to the owner, this letter, on his letterhead, to guarantee the performance of the waterproofing work at the said project. The said letter shall be endorsed with adhesive stamp / non-judicial stamp paper of Rs. 100/- or appropriate value at the time of issue of Bank Guarantee. The contents of this bank guarantee are as follows:

Name of the Project: "Proposed Refurbishment of Corporate Boxes, President Box, Press Box and Common Toilets and other areas of Mumbai Cricket Association at Wankhede Stadium, Churchgate, Mumbai."

Name of the Main contractor: _____

Name of Waterproofing Agency: _____

We M/s. _____

do hereby guarantee that all surfaces treated by us for waterproofing in the above work for **"Proposed Refurbishment of Corporate Boxes, President Box, Press Box and Common Toilets and other areas of Mumbai Cricket Association at Wankhede Stadium, Churchgate, Mumbai."** shall remain entirely watertight for a period of **10 years**. Should, however, due to any unforeseen defect left out in the work carried out by us at the time of execution of the work, there be any leakage from any surface treated by us during the period of **10 (Ten) years** from the date of virtual completion of work i.e. from _____ to _____, the same shall be rectified by us without any cost to the client. In case of the default by the Waterproofing Agency, we M/s. _____ (Main Contractor) shall be responsible to execute all remediation work.

The intimation received from the Client / Architect during Guarantee period shall be deemed to have been received from Main Builder's Contractor and inspection as well as necessary work shall be carried out and reported upon by us forthwith.

Signature of Waterproofing Agency

Signature of the Main Builders' Contractor

Bank Guarantee For Anti-Termite Treatment

At the time of virtual completion, the main contractor is required to submit, to the owner, a bank guarantee to secure the performance of the waterproofing work at the said project. The said Bank Guarantee shall be on the letter head of the main Contractor with adhesive stamp / non-judicial stamp paper of Rs. 100/- or appropriate value at the time of issue of Bank Guarantee. The contents of this bank guarantee are as follows:

THIS DEED OF GUARANTEE made on _____ day of _____ 2020, between [**Name of Bank**], having Registered Office at [Address], (hereinafter called the “**Bank**”) through its official (Name of official) being authorized to furnish the guarantee contained herein and to bind the Bank for the terms appearing hereunder, in favor of [**Name of Owner**] having its office [Address] and Registered Office at [Address]. (Hereinafter called “**Owner**”). The terms “**Bank**” and the “**Owner**” shall include their respective legal representative, successors and assigns.

WHEREAS Owner has issued a Letter of Acceptance / Work Order dated _____ to _____ having its corporate office at _____. (**Hereinafter called the “Contractor”**) which constitutes a binding Contract (hereinafter called “**Proposed Refurbishment of Corporate Boxes, President Box, Press Box and Common Toilets and other areas of Mumbai Cricket Association at Wankhede Stadium, Churchgate, Mumbai.**” based upon the tender submitted by the Contractor and subject to the terms therein contained. The work to be carried out by Contractor was designed and supervised by **M/s Shashi Prabhu & Associates, Mumbai.** (Hereinafter called “**Architect**”)

AND WHEREAS in accordance with the terms and conditions of the contract agreement, Contractor has completed the waterproofing work at the said project for a total cost of **Rs. _____ (Rupees _____ Only)** and the performance of such work is to be secured by an irrevocable and unconditional Bank Guarantee.

AND WHEREAS the Bank has at the request of the Contractor agreed to furnish a guarantee in favor of “**Mumbai Cricket Association**” to secure the performance of this work.

NOW THIS DEED WITNESSTH AS FOLLOWS:

- i. In Consideration of Owner having appointed the Contractor and having made the total payment of Rs _____ (Rupees _____ only) to the Contractor for the anti-treatment work completed at the said project, the Bank do hereby guarantee that in the event any portion of the building fails to be termite-proof for a period of **(10) years** from the commencement of this warranty and the should the main contractor during the period of **10 (Ten)** years from the commencement of this warranty fails to rectify the said work, a sum equivalent to the amount covered in this bank guarantee shall become payable by the

Bank to **Mumbai Cricket Association** and the Bank shall absolutely, irrevocably and unconditionally, without any right of set off or counter claim forthwith upon written demand by **Mumbai Cricket Association** and without demur or protest, and without recourse to the Contractor forthwith pay to Owner the unadjusted amount on demand by Owner

- ii. The Bank's liability under this Guarantee is restricted to **Rs.** _____ (**Rupees** _____ only) and shall stand cancelled upon completion of the said period pursuant to and in accordance with the Contract Agreement.
- iii. Any demand for payment under this Guarantee shall be made on the Bank by Owner in writing at [**Bank Address**] and shall be deemed to have been sufficiently made by Owner if the writing containing the demand is sent to the Bank by registered post to the address as aforesaid or sent to the Bank by hand delivery at such address and written acknowledgement obtained to such delivery.
- iv. The guarantee obligations of the Bank hereunder shall continue in force and effect and be binding on the Bank in accordance with its terms upto _____.
- v. As between the Bank and Owner (but without affecting the Contractors' obligations) the Bank shall be liable under this Guarantee as if it were the sole principal debtor. The Bank's liability hereunder shall not be discharged nor shall its liability be affected by:
 - a. any time, indulgence, waiver or consent at any time given by Owner to the Contractor.
 - b. Any amendment to the Contract Agreement,
 - c. The making or the absence of any demand by Owner on the Contractor or any other person for payment.
 - d. The enforcement or absence of enforcement of the Contract Agreement or of any security or indemnity.
 - e. The illegality, invalidity or unenforceability of or any defect in any provision of the Contract Agreement or of any of the Contractors obligations thereunder,
 - f. The dissolution, amalgamation, reconstruction or reorganization or appointment of any Administrative Receiver of the Contractor.

- vi. The Guarantee hereinbefore contained shall not be determined or in any way prejudiced or affected by any change in the constitution of the Bank/ Owner or by any merger, or amalgamation or reconstruction of the Bank / Owner but shall be enforceable against the merged, amalgamated or reconstruction body.
- vii. Owner shall be at liberty to vary and alter or modify any of the terms and conditions of the Contract Agreement including without limitation to extend from time to time the time for the performance of the Contract Agreement by the Contractor or to postpone from time to time any of the powers exercisable by Owner against the Contractor, to forbear or to enforce any of the terms and conditions of the Contract Agreement, without in any manner affecting this Guarantee and without notice to or assent of the Bank.
- viii. The Bank hereby expressly and irrevocably waives all claims of waiver, release, surrender or compromise and all defenses, setoffs, counter claims recoupments, reductions, limitations and impairments or non-intimation of adjustments made against bills received.
- ix. The Bank waives any right to require/proceeding first against the Contractor or the realization first of any other security or other guarantee, if any.
- x. The Bank agrees and confirms that its obligation to make payment to Owner on demand hereunder and discharge of such obligation shall not be delayed, exercised or avoided by reason of any act or omission on the part of Owner.
- xi. This guarantee shall be governed by and construed in all respects according to the laws of India and shall be subject to the jurisdiction of the courts in Mumbai.
- xii. The Bank declares and confirms that the Bank has taken all necessary corporate action to authorize the execution delivery and performance of this Guarantee in accordance with the terms hereof and that the Bank has full power to enter into and perform and discharge its obligations under taken hereunder and that this Guarantee constitutes legal, valid and binding obligation of the Bank, enforceable in accordance with its terms and any non-compliance in internal approvals, procedures, shall not be a ground for discharge of its obligations hereunder.
- xiii. Notwithstanding anything contained hereinabove;
 - a. Our liability under this bank guarantee shall not exceed Rs. ___ (Rupees _____)

- b. This bank guarantee shall be valid upto _____ and
- c. It is a condition to our liability for payment of the guaranteed amount or part any thereof arising under this Bank guarantee that we receive a valid written claim or demand for payment under this bank guarantee on or before _____ failing which, our liability under this bank guarantee will automatically cease.

IN WITNESS WHEREOF THE BANK HAS SET ITS HAND AND SEAL THE DAY AND YEAR FIRST ABOVE WRITTEN.

SIGNED for and behalf)
Of the Bank by it's duly authorized)

Representative Mr.
In the presence of)

FORM OF GUARANTEE FOR ANTI TERMITE TREATMENT

At the time of virtual completion, the main contractor is required to submit, to the owner, this letter, on his letterhead, to guarantee the performance of the waterproofing work at the said project. The said letter shall be endorsed with adhesive stamp / non-judicial stamp paper of Rs. 100/- or appropriate value at the time of issue of Bank Guarantee. The contents of this bank guarantee are as follows:

Name of the work: _____

Name of the Main contractor: _____

Name of Anti Termite Agency

M/s. _____

We M/s. _____

Hereby guarantee that the area treated by us for Anti Termite in the above work, for

M/s. _____

the General builders Contractors for the above work, shall remain entirely Termite Proof. Should, however, due to any unforeseen defect left out in the work carried out by us at the time of execution of the work, there be any defect from any area treated by us during the period of **10 (Ten) years** from the date of virtual completion of work i.e. from _____ to _____ the same shall be rectified/retreated by us without any cost to **Mumbai Cricket Association**. In case of the default by the Anti-Termite Agency, we (Main Contractor) _____ shall be responsible to execute all remediation work.

However, we shall not be responsible in any way if our work is tampered with or if the body of the structure is damaged due to sinking, cracking and/or by any other act of God.

The intimation received from The Client/ Architect during Guarantee period shall be deemed to have been received from Main Builder's Contractor and inspection as well as necessary work shall be carried out and reported upon by us forthwith.

Signature of Anti Termite Agency

Signature of the Main Builders' Contractor

DECLARATION FOR NO BLACKLISTING

(blacklisted / **Notarized**)

(Rs. 100/- on stamp paper)

I certify that M/s.have not been debarred / Blacklisted by any Govt. of Dept. agency, P.S.U.S. / Institute / agencies / autonomations organization and there is no criminal case pending in any court of law against M/s.i further certify that M/s.....have not been convicted of any offence in any court in India. I undersigned that I am fully responsible for the contents of this undertaking and its truthfulness.

Contractors signature with seal

DECLARATION CUM INDEMNITY BOND

(Rs. 500/- on stamp paper)

I, _____ of _____, do hereby declared and undertake as under.

1. I declare that I have submitted certificates as required to CLIENT (Monitoring) at the time of registration of my firm/company _____ and there is no change in the contents of the certificates that are submitted at the time of registration.

2. I declare that I _____ in capacity as Manager/Director/ Partners/Proprietors of _____ has not been charged with any prohibitory and /or penal action such as banning (for specific time or permanent)/de-registration or any other action under the law by any Government and/or Semi Government and/or Government undertaking.

3. I declare that I have perused and examined the tender document including addendum, condition of contract, specifications, drawings, bill of quantity etc. forming part of tender and accordingly, I submit my offer to execute the work as per tender documents at the rates quoted by me in capacity as _____ of _____.

4. I further declare that if I am allotted the work and I failed to carry out the allotted work in accordance with the terms and conditions and within the time prescribed and specified, Sports & youth service department is entitled to carry out the work allotted to me by any other means at my risk and cost, at any stage of the contract.

5. I also declare that I will not claim any charge/damages/compensation for non availability of site for the contract work at any time.

6. I declare that I will positively make the arrangements of the required equipment on the day of commencement or with respect to the progress of the work in phases, as per the instructions of site in charge

Contractors signature with seal