

**NOTICE INVITING TENDER**

**(NIT/UPCA/GHAZIABAD STADIUM/2024)**



**FOR CONSTRUCTION OF THE BOUNDARY WALL WITH RCC AND BRICK  
MASONRY AT THE GHAZIABAD STADIUM SITE**

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**NOTICE INVITING TENDER**

**I. INTRODUCTION**

1. The Uttar Pradesh Cricket Association (“UPCA”) is a company registered under Section 25 of the Companies Act, 1956 (now Section 8 of the Companies Act, 2013), having its registered office at Kamla Tower, Kanpur, Uttar Pradesh 208 001, India and administrative office at 19, Kamla Club, 84/31, Kalpi Road, Kanpur – Uttar Pradesh – 208012, India. UPCA is a duly affiliated state unit of the Board of Control for Cricket in India (“BCCI”).
2. UPCA has about 34 acres of land at Ghaziabad for the development of the International Cricket Stadium. It is proposed to construct the Boundary Wall with Precast Panels as per the specifications provided in **Schedule II**. Accordingly, UPCA intends to engage a Service Provider to provide the Services as per the specifications provided in **Schedule II**.
3. This Notice Inviting Tender (“NIT”) constitutes an invitation to the Bidders on the terms and conditions set out in this NIT for providing the Services as per **Schedule II**. The Bidders may download this NIT from the website of UPCA at [www.upca.tv](http://www.upca.tv). As such, the UPCA reserves to right to choose the Bid/tender that it deems best suitable, and the decision of the UPCA shall be final in that regard. Prospective Bids may be rejected at the sole discretion of the UPCA at any time, without assigning any reason whatsoever.
4. The term of the successful bidder shall be for three months and may be extended further at the sole discretion of UPCA. However, UPCA reserves a right to terminate the contract in the event of default/breaches as may be specified in the Agreement to be executed with a successful Bidder.
5. Certain important details and deadlines/ timelines in relation to this NIT are as follows:

|                         |   |
|-------------------------|---|
| <b>Tender No.</b>       | NIT/UPCA/GHAZIABAD<br>STADIUM/2024-2  |
| <b>Name of the Work</b> | CONSTRUCTION OF THE<br>BOUNDARY WALL WITH<br>PRECAST PANEL & BRICK<br>WORK AT THE |

|  |   |
|--|---|
|  | GHAZIABAD STADIUM<br>SITE   |
| <b>Cost of tender Document</b>                               | Rs 5000/-   |
| <b>Earnest Money Deposit</b>                                 | 5% or Rs 10,00,000<br>Whichever is higher   |
| <b>Pre-Bid discussion Meeting through Video conferencing</b> | 1/07/2024<br><br>3:00 PM – 3:30 PM<br><br>Link to be published                            |
| <b>Last date for seeking clarifications</b>                  | 3/07/2024   |
| <b>Last date for submission of Bid Documents</b>             | 5/07/2024   |
| <b>Bid Opening and Evaluation</b>                            | 08/07/2024  |
| <b>Declaration of successful Bidder</b>                      | 10/07/2024  |
| <b>Time allowed for competition of work</b>                  | 04 (four) months from the<br>15th day after the date of issue<br>of Letter of Award (LOA) |
| <b>Estimated cost</b>  | ~ INR 2 crores  |

The UPCA may, at its sole and absolute discretion, extend any of the deadlines/timelines at any time, if it deems necessary.

6. Each Bidder submitting the Bid shall be responsible for satisfying itself as to full observance of the Applicable Laws in connection with such Bid.
7. Capitalised words and expressions mentioned in this NIT shall have the meanings as set out under **Schedule 1** to this NIT unless expressly defined in the body of this NIT. The principles of interpretation applicable to this NIT are also set out under **Schedule 1**.

## **II. NOTICE INVITING TENDER (NIT)**

1. The UPCA hereby invites Bids/tenders from reputed Companies engaged in the construction business for providing the Services as per **Schedule II**.
2. There will be no negotiation of, or amendment to the NIT prior to or after the date of submission of the bid, except at the initiation and at the discretion of the UPCA. At any time prior to submission of bids, UPCA reserves the right to amend the terms of NIT. If UPCA amends the terms of the NIT prior to the date of submission of the bids, it shall provide an amended version thereof also on its website.
3. This NIT is no more than an invitation to offer and does not, and is not intended to, constitute a contract or grant of any rights or licenses or an offer which is capable of acceptance by any Bidder.

## **III. BID OBJECTIVES**

To assist the Bidders in understanding the UPCA's requirements, each Bid must be aimed at achieving the Scope of work as per **Schedule II**.

## **IV. ELIGIBILITY CRITERIA**

1. For the purposes of this NIT, any Person which satisfies the requirements set out in Section IV (3) (the "**Eligibility Requirements**") as on the date of this NIT (or such other specific date as is specified in this NIT in relation to any individual criteria) is eligible to participate in this tender process and to submit a Bid.
2. The Eligibility Requirements in relation to any Bidder must be satisfied by the Bidder itself. A Bidder can submit only one (1) Bid. The consortium Bidding is not allowed.

### 3. Eligibility Requirements

The eligibility criteria along with the requirement for submission of supporting document is set out herein below:

| Sr. No. | Eligibility Criteria  | Documents to be submitted  |
|---------|---|--|
| 3.1     | <p><b>Registrations:</b></p> <p>(a) The Bidder must be a Company registered in India</p> <p>(b) The Bidder must have a valid GST Registration Certificate.</p>  | <p>Certificate of Incorporation &amp; Memorandum &amp; Articles of Association</p> <p>Registration Certificate with charter documents and copy of GST registration</p> |
| 3.2     | <p><b>Fit and Proper Person:</b></p> <p>(a) Each Bidder (including its directors and Promoters) must be a Fit and Proper Person. In order to determine whether a Person is a Fit and Proper Person, the UPCA may take into account any factor, as may be deemed fit by the UPCA, including without limitation any one or more of the following criteria: (i) not having been convicted by a court of a criminal offence or offences involving moral turpitude, economic offence or fraud; (ii) absence of conviction for any offence punishable with imprisonment for two (2) years or more in any jurisdiction; (iii) absence of categorisation as a willful defaulter by the Reserve Bank of India; and/or (iv) a Person having integrity and reputation, and the UPCA hereby reserves the right to reject any Bid from any Bidder which in the</p> | <p>Self-declaration by the Bidder</p>  |

|     |  |  |
|-----|--|--|
|     | <p>UPCA's opinion and at its sole discretion does not satisfy this criteria.</p> <p>(b) Bidders (including its directors and Promoters) should not be blacklisted by the Central Government or any State Government or any Public Sector Undertaking or other Government Authorities etc.</p> <p>(c) Bidders (including its directors and Promoters) (i) should not be engaged in illegal betting or gambling services or products in India; (ii) should not provide any unlicensed betting or gambling services or products; and (iii) should not have any investment or ownership interest in any Person engaged in any of the above activities.</p> |  |
| 3.3 | <p><b>Relevant Experience:</b></p> <p>(a) The Bidder must have necessary experience in the field of Services as per specification provided in <b>Schedule II</b>.</p> <p>(b) Preference would be given to a Person who has extensively worked in providing the Services as per specification provided in <b>Schedule II</b>.</p> <p>(c) The Bidder must be able to demonstrate the capability and experience in Services as per specification provided in <b>Schedule II</b>.</p>  | <p>Self-declaration by the Bidder along with supporting documents to evidence the experience</p>   |
| 3.4 | <p><b>Infrastructure:</b></p> <p>The Bidder must have the necessary and adequate infrastructure, knowledge, and resources (both financial and human) for the purposes of providing the Services as per specification provided in <b>Schedule II</b>.</p>   | <p>Self-declaration by the Bidder along with supporting documents to evidence that Bidder has necessary and adequate infrastructure, knowledge, and resources (both financial and human) for the</p> |

|     |   |  |
|-----|---|--|
|     |   | purposes of providing the Services as per specification provided in <b>Schedule II.</b>  |
| 3.5 | <p><b>Turnover:</b></p> <p>The sum total (arithmetic sum) of tenderer's turnover/ revenue (income) from operations for the last three financial years (i.e. 2020-21, 2021-22 &amp; 2022-23) should be of value not less than Rs.10.00 crores.</p>   | The information shall be supported by CA certificate & audited Balance Sheets and of Profit & Loss Statements of specified last three financial years. |
| 3.6 | <p><b>NET WORTH:</b></p> <p>The Bidder should have minimum net worth of INR 5 crores as per latest audited financial statement.</p> <p>[Explanation - "net worth" means the aggregate value of the paid-up share capital and all reserves created out of the profits, securities premium account and debit or credit balance of profit and loss account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write-back of depreciation and amalgamation.]</p> | Bidder should submit net worth certificate duly certified by a practising Chartered Account as per latest audited financial statement.                 |

**4. Compliance with Eligibility Requirements**

- 4.1. Compliance with the Eligibility Requirements shall be determined by the UPCA in its sole and absolute discretion. The decision of the UPCA as to whether or not a Bidder satisfies any of the Eligibility Requirements shall be final and binding on the Bidders.
- 4.2. Any Bid submitted by an entity which fails to satisfy the Eligibility Requirements set out in this NIT may be accepted or rejected by the UPCA in its absolute discretion.



- 4.3. The UPCA shall not pre-judge or advise a Bidder whether it is eligible or not. The Bidder must submit its Bid in accordance with the process specified in this NIT and thereby enable the UPCA to fully evaluate the Bid.
- 4.4. In addition to the Eligibility Requirements set out above, the UPCA has the right to consider any other factor or criteria which it deems necessary or appropriate, in its sole and absolute discretion, while evaluating the eligibility of any Bidder and shortlisting the successful Bidder(s) and/or rejecting any Bid at any time.
- 4.5. All submitted Bids/tenders shall be evaluated by the UPCA based on the Eligibility Requirements, proposed business plan and financial proposal. Shortlisted Bidders may be invited for a presentation or discussion to further evaluate their proposals.
- 4.6. The final selection of the successful Bidder shall be made based on the evaluation results and the proposal that the UPCA deems most suitable.

## **V. RIGHTS/OBLIGATIONS OF THE SUCCESSFUL BIDDER**

1. The successful Bidder shall be responsible for providing the Services as per the Scope of Work specified in **Schedule II** and such other services as may be specified by UPCA from time to time.

## **VI. REQUIREMENTS FOR PREPARATION AND SUBMISSION OF BIDS**

### **1. Further Information**

- 1.1. Each Bidder shall remain responsible for obtaining all further information necessary or expedient for the purpose of submitting its respective Bid and will be deemed to have done so before submitting any Bid/Bid Documents. No irrelevant query will be entertained and the decision of the UPCA in this regard shall be final. The UPCA reserves the right to not respond to any query at its sole and absolute discretion.
- 1.2. Requests from Bidders for clarification and/or further information relating to this NIT must be addressed to the UPCA and marked for the attention of the Honorary Secretary and received on or before 5<sup>th</sup> July 2024 by the UPCA by way of an e-mail sent to [upcaknp@gmail.com](mailto:upcaknp@gmail.com). Any clarification issued by the UPCA shall automatically become part of this NIT. No queries/clarifications received beyond the aforementioned date will be answered by the UPCA. The UPCA may, at its sole discretion, respond to the clarifications and nothing contained herein shall impose

any obligations on the UPCA to respond to any clarifications. The decision of the UPCA in this regard shall be final.

- 1.3. Save as specified herein, Bids and other supporting documents furnished by Bidders pursuant to this NIT shall become the property of the UPCA upon their delivery and the UPCA will not be obliged to return the same.
- 1.4. The UPCA shall not be responsible for any failure or delay in responding to any requests for clarification or other information from any Bidder.

## **2. Bid Costs**

Each Bidder shall be solely responsible for all costs, expenses and liabilities incurred by it in the preparation and submission of its Bid and any responses to requests for further information by the UPCA.

## **3. Bid Documents**

Each Bidder proposing to submit a Bid is required to submit the documents listed herein below, each of which is required to be initialed on each page and signed by the Bidder/its authorized representative. Any such representative's authorization should be confirmed by a written power of attorney/board resolution accompanying the Bid Documents.

### **3.1. Technical Bid Documents:**

- 3.1.1. One (1) duly completed and initialed Technical Bid Form (in the proforma provided in **Schedule III**), along with the following documents:
  - a. All documents/declarations/supporting to evidence the meeting of the eligibility criteria by the Bidder, as per the requirement set out in Section IV(3) above;
  - b. Copy of letter authorizing the representative of the Bidder to execute necessary documents/agreements on behalf of the Bidder;
  - c. Such other document as may be considered relevant by the Bidder.
- 3.1.2. Each of the Bid Documents must be signed and/or initialed (as specified) by the same person(s) (authorised representative of the Bidder). The Eligibility Documents are required to be submitted on the date specified in Section I(6) of this NIT.
- 3.1.3. The Financial Bid Documents should not be submitted along with the Eligibility Documents. Any indication of the Financial Bid must not appear

anywhere or in any way (whether stated in any document or otherwise) in the Eligibility Documents or loose within the outer envelope, and any failure to comply with this requirement shall result in the relevant Bid being liable to be rejected, at the UPCA's absolute discretion.

**3.2. Financial Bid Documents:**

3.2.1. One (1) duly completed and initialled Financial Bid Form (in the proforma provided at **Schedule IV**), which shall contain:

- a. the full name and address of the Bidder; and
- b. a detailed plan highlighting the full details of its proposals for providing the Services as per the specifications provided in **Schedule II**.
- c. The amount quoted by the Bidder for the Services as per the specifications provided in **Schedule II**, shall be inclusive of all charges including material, labour, all applicable taxes, Building and other Construction Workers Welfare Cess, levies, duties on materials or services and on complete works (except GST). UPCA will not entertain any claim whatsoever in this respect. This should be included in the rates quoted by the Bidder. Taxes, if any shall be mentioned separately.

3.2.2. The Financial Bid Document(s) is/are required to be submitted on the date specified in Section I(6) and in the manner provided in Section VI(4).

**4. Separate and Sealed Envelopes**

4.1. All Eligibility Documents should be enclosed in one envelope clearly labelled "**Envelope A**".

4.2. The Financial Bid Document(s) should be enclosed in a separate envelope clearly labelled "**Envelope B**".

4.3. Each of the "Envelope A" and "Envelope B" must be sealed and marked as follows:

*"Ghaziabad Stadium Boundary Wall Tender – 2024"*

*Attn of: The Hony. Secretary of Uttar Pradesh Cricket Association (UPCA), 19, Kamla Club, 84/31, Kalpi Road, Kanpur – Uttar Pradesh – 208012, India.*

## **VII. SELECTION OF THE WINNING BIDS**

### **1. Submission of Bids**

- 1.1.** Only persons who comply with the Eligibility Requirements are entitled to participate in this tender process and to submit a Bid. Any Bid submitted by any person who is not eligible as per the Eligibility Requirements may be rejected by the UPCA at its absolute discretion.
- 1.2.** The Eligibility Documents and Financial Bid Document(s) in sealed covers and otherwise, complying with the requirements set out in Section IV(3), shall be delivered by hand in person by an authorised representative of the Bidder on or before the respective dates for submission specified in Section I(6) of this NIT.
- 1.3.** Any Bids including Eligibility Documents delivered other than by hand in accordance with Section VI(4), such as by e-mail or fax, will not be accepted, unless the UPCA decides otherwise in its absolute discretion.

### **2. Procedure for Opening Bids and Selection of the Winning Bid**

- 2.1.** After the expiry of the deadline for submission of the Bid Documents, the contents of the Bid Documents will be reviewed and checked by the UPCA for compliance with the terms of this NIT (“**Bid Document Evaluation**”).
- 2.2.** On the date mentioned in Section I(6) of this NIT, the UPCA shall announce the successful Bidder.
- 2.3.** Notwithstanding anything to the contrary stated herein, if none of the Bids received by the UPCA pursuant to this NIT are to the satisfaction of the UPCA or for any other reason whatsoever as deemed fit by the UPCA, the UPCA shall not be obligated to award the tender to any Bidder and may choose to exercise its rights, *inter alia*, to cancel the tender process and/or enter into negotiations with the Bidders.
- 2.4.** The UPCA reserves the right, to be exercised in its sole discretion, to waive each and any of the conditions and requirements in relation to any Bidder at any stage during the process.

## **VIII. GENERAL**

### **1. Amendment/Addendum**

- 1.1. The information set out in this NIT is in summary form and does not purport to contain complete descriptions of the arrangements relating to the Services, all of which may be subject to change and amended by the UPCA at its discretion. This NIT does not contain any representation, assurance, warranty or forecast upon which any Bidder is entitled to rely at any point in time in order to bring any claim, action or proceedings against the UPCA or any other third party (whether for misrepresentation, breach of contract or any duty or otherwise).
- 1.2. At any time prior to the last date for submission of the Bids, the UPCA may, either for any supervening factors and/or events or in response to a *bona fide* request for further information (including clarification) by a Bidder or otherwise, modify, add or alter the terms of this NIT and/or the conditions of this NIT by issuing an addendum(s) or otherwise, without any obligation to provide reasons. Any such amendment(s)/addendum(s), if any, will be notified in writing to the Bidders as soon as practicable prior to the last date for submission of Bids. Such addendum(s)/amendment(s) will form part of this NIT and will be binding.
- 1.3. Any such action under Section VIII(1.2) and/or VIII(1.3) above may be made without any liability attaching to the UPCA and shall not afford any right to any Bidder to raise a dispute regarding the same.

**2. Additional terms and conditions applicable to this NIT**

Each Bidder irrevocably and unconditionally undertakes, accepts and agrees:

- 2.1. that it has read and understood and agrees and accepts, the provisions and procedures, and terms and conditions (including the outcome) of this NIT;
- 2.2. to be bound by the terms, conditions and obligations set out in this NIT;
- 2.3. that this NIT is no more than an invitation to offer, and it does not constitute a contract, or a grant of any rights or licenses, or an offer which is capable of acceptance by a Bidder or any of its subsidiaries, Affiliates or associates;
- 2.4. that it waives its entitlement to seek injunctive or equitable relief in respect of this NIT, this process and the subject matter of this NIT and process;
- 2.5. that neither the UPCA nor any of its officers, agents, authorized representatives or employees makes or gives any warranty, representation or promise (express or

implied) as to the reliability, adequacy, completeness or accuracy of the information in this NIT or any other information or materials at any time made available to the Bidder in connection with this process, or that the use of such information or materials will not infringe the rights of any third party; and

- 2.6. that neither the UPCA nor its nominees nor their associated entities nor any of their respective officers, agents, authorized representatives or employees will be liable for any claims, loss, costs, expenses or damages suffered by any Bidder, prospective Bidder or other recipient of this NIT as a result of reliance on any information contained in either this NIT or any subsequent communication with the Bidder or otherwise.

### **3. Liability**

- 3.1. The UPCA shall not be liable to any Bidder for any indirect or consequential loss (which shall include loss of revenue, business, contracts, anticipated savings, profits or wasted expenditure) arising out of in connection with this NIT or any Bid, even if it was advised in advance of the possibility of such loss or damage.
- 3.2. The UPCA's maximum aggregate liability to any Bidder or any other person in contract, tort or otherwise (including any liability for any negligent act or omission) for loss or damage which are not otherwise limited or excluded under this NIT however arising out of or in connection with this NIT shall be limited to an amount equal to INR 10,000/- (Indian Rupees Ten Thousands Only).

### **4. Costs**

Each Bidder is solely responsible for all costs, expenses, losses, and liabilities incurred by it or by any third party who assists the Bidder:

- 4.1. in the preparation and delivery of its Bid;
- 4.2. in making requests for further information;
- 4.3. in obtaining any bank or other such guarantees of any kind; and

- 4.4. in and for any subsequent stage of the bidding process, whether or not a contract is awarded to such Bidder.

## **5. Intellectual Property**

- 5.1. All rights, title, and interest (including, without limitation, Intellectual Property Rights) in and to this NIT and any other document, information or materials provided by or on behalf of the UPCA is and shall remain the exclusive property of the UPCA.
- 5.2. Once received by or on behalf of the UPCA, each Bid shall become the physical property of the UPCA. Each Bidder shall retain any pre-existing proprietary rights existing in the contents of its Bid, but each Bidder acknowledges that irrespective of whether any Bid is successful or not, the UPCA shall be freely entitled to use (free from any payment or restriction) all ideas, concepts, proposals, recommendations or other materials contained in such Bid or otherwise communicated to the UPCA or its nominees during the bidding process. Each Bidder waives and shall not make any claim against the UPC or its nominees in respect of any use made by the UPCA or its nominees of any intellectual property or other similar rights relating to the ideas, concepts or any other materials contained in its Bid.

## **6. Confidentiality**

- 6.1. “**Confidential Information**” means all information in whatever form (including, without limitation, written, oral, visual or electronic) relating directly or indirectly to the content of the discussions between the UPCA and the Bidder relating to its Bid any information provided to Bidders as referred to in Section VII, including information in relation to the Services specification in **Schedule II**, the fact that such entities are discussing such Bid and the status of those discussions and/or the existence, nature and terms of its Bid or any subsequent discussions, agreements or arrangements relating thereto, and all information (whether of a technical nature or otherwise) relating to the business or affairs of the UPCA (and/or its commercial partners, or associated or subsidiary entities) as may be communicated to the Bidder during the tender process and any subsequent negotiations.
- 6.2. In consideration of the UPCA allowing the Bidder to participate in this NIT process, each Bidder agrees to keep confidential, and shall not disclose to any Person

(including, without limitation, the press and media), any and all Confidential Information which has been or may be, disclosed to it by, or on behalf of, the UPCA or the UPCA except insofar as the Confidential Information:

- a. is required by a Person employed or engaged by the Bidder in connection with the preparation of the Bid in which circumstances the Bidder shall ensure that any such Person complies with its obligations in relation to Confidential Information as if such Person were a Bidder; or
- b. is required to be disclosed by Law or by applicable regulation, or any valid order of a court of competent jurisdiction, or at the request or direction of any governmental or regulatory authority or agency.

**6.3.** Without prejudice to the foregoing and unless the UPCA chooses otherwise, each Bidder covenants with, and undertakes to, the UPCA that no announcement or statement howsoever relating to its Bid, or its discussions with the UPCA in relation thereto shall be made by the Bid, or on its behalf, without the prior written approval of the UPCA (such approval to be given or withheld at the UPCA's sole discretion). Any disclosure of Confidential Information permitted under this Section shall be in confidence and shall only be to the extent that any Persons to whom the information is disclosed need to know the same for the performance of their duties. The Bidder shall procure that all such Persons are aware of, and comply with, such obligations of confidentiality.

**6.4.** The Bidder acknowledges and agrees that the UPCA shall have the absolute right to make any announcement or statement relating to this NIT and/or this process.

**6.5.** The Bidder undertakes to the UPCA to use the Confidential Information solely in connection with the preparation of its Bid and not otherwise for its own benefit or the benefit of any third party.

## **8. GOVERNING LAW AND DISPUTE RESOLUTION**

8.1 This NIT shall be governed by and construed in accordance with Indian law and the Courts at Kanpur, Uttar Pradesh shall have exclusive jurisdiction in relation to all matters arising out of or connected with this NIT.



- 8.2 If any dispute arises under this NIT which cannot otherwise be amicably resolved between the parties, such dispute shall be submitted to arbitration under The Arbitration and Conciliation Act 1996 or any statutory modification or re-enactment/replacement thereof then in effect and conclusively resolved by a single arbitrator appointed by mutual consent of parties or failing which by such process as is laid down in said Act.
- 8.3 The venue and seat for arbitration shall be Kanpur and the arbitration shall be conducted in the English language.
- 8.4 The decision of the arbitrator shall be in writing and shall be final and binding upon the parties.
- 8.5 Each Bidder hereby acknowledges and agrees that its failure to participate in arbitration proceedings in any respect, or to comply with any request, order or direction of the arbitrator, shall not preclude the arbitrator proceeding with such arbitration and/or making a valid final award.
- 8.6 The UPCA shall have the right to bring an action seeking injunctive or other equitable relief before the Courts of Kanpur, Uttar Pradesh in connection with this NIT including without limitation if it reasonably believes that damages may not be an adequate remedy for any breach by any Bidder of the terms of this NIT.

**For and on behalf of**

**The Uttar Pradesh Cricket Association**

**Sd/-**

**Arvind Kumar Srivastava**

**Hony. Secretary**

**Date: 25/06/2024**

## **SCHEDULE 1: GLOSSARY OF TERMS**

“**Applicable Laws**” shall mean any applicable international, national, federal, state, provincial or local statute, law, ordinance, rule, administrative interpretation, regulation, enactments, acts of legislature or parliament, ordinances, rules, bye-laws, regulations, notifications, guidelines,

policies, directions, circulars, press notes, directives, order or decree or any other requirement of any governmental authority, court, tribunal, board, as the case may be, and all amendments thereto from time to time.

“**BCCI**” shall mean The Board of Control for Cricket in India.

“**Bid**” shall mean a written offer in reference to NIT/UPCA/Ghaziabad Stadium/2024 dated [■], which is submitted to the UPCA subject to and in accordance with the terms and conditions of this NIT.

“**Bid Documents**” shall have the meaning ascribed to it in Section VI being the documents referred to in Section VI(3.1) and VI(3.2).

“**Bid Document Evaluation**” shall have the meaning ascribed to it in Section VII(2.1).

“**Bid Form**” shall mean the form attached in Schedule III & Schedule IV.

“**Bidder**” shall mean any person which submits a Bid to the UPCA in response to this NIT.

“**Confidential Information**” shall have the meaning ascribed to it in Section VIII(6) of this NIT.

“**Eligibility Documents**” shall have the meaning ascribed to it in Section VI(3).

“**Eligibility Requirements**” shall have the meaning ascribed to it in Section IV(3).

“**Envelope A**” shall have the meaning ascribed to it in Section VI(4.1).

“**Envelope B**” shall have the meaning ascribed to it in Section VI(4.2).

“**Financial Bid**” shall mean the financial bid submitted by the Bidder in the Financial Bid Document setting out the detailed business proposal.

“**Financial Bid Documents**” shall mean the document referred to in Section VI(4.2).

“**Fit and Proper Person**” shall mean any Person determined to be a ‘Fit and Proper Person’ by the UPCA in its sole discretion, taking into account the considerations set out in Section IV(3.3) of this NIT.

“**Group**” shall mean a group of entities all of which are Affiliates. The ultimate Parent company of entity and all enterprises whose accounts are consolidated on a line by line basis in such ultimate Parent company’s audited financial statements shall also form part of the Group.

**“Intellectual Property Rights”** shall mean any and all copyright and other intellectual property rights howsoever arising and in whatever media (whether now known or hereafter devised), whether or not registered or capable of registration, including copyright, trademarks, service marks, trade names, design right, registered designs, domain names and any applications for the protection or registration of such rights and all renewals and extensions thereof throughout the world.

**“NIT”** shall mean this Notice Inviting Tender document together with all Schedules and any corrigendum(s) and clarifications which may be issued from time to time.

**“Person”** shall mean any natural person, company, firm, partnership, unincorporated association, individual, trust, joint venture, corporate, body corporate, unincorporated body, association, organisation, any government, or state or any agency of a government or state, or any local or municipal authority or other governmental body (whether or not in each case having separate legal personality) and any other entity of any kind whatsoever who or which is capable to contract under the Indian Contract Act, 1872.

**“Schedule”** shall mean a schedule of this NIT.

**“Section”** shall mean a section of this NIT.

**“Successful Bidder” or “Contractor”** means the Bidder who has been awarded the contract pursuant to the Bid Documents.

**“Year”** shall mean a calendar year.

### **Principles of Interpretation:**

In this NIT, unless otherwise specified:

- i. the list of contents and headings are for ease of reference only and shall not be taken into account in construing this NIT;
- ii. references to this NIT or any other document shall be construed as references to this NIT or that other document, as amended, varied, novated, supplemented or replaced from time to time;
- iii. references to the singular shall, where appropriate, include the plural and *vice versa* and references to one gender shall include all other genders;

- iv. references to an “indirect” shareholding shall include the holding of shares in a company through a shareholding in one or more other companies (such that, by way of example, if a person (X) owns shares in a company (Y) and Y itself owns shares in another company (Z) then X will have an indirect shareholding in Z).
- v. references to any recital, Section, paragraph or schedule are (unless the context requires otherwise) to those contained in this NIT and all schedules to this NIT are an integral part of this NIT;
- vi. reference to any legislation or law or to any provision thereof shall include references to any such law as it may, after the date hereof, from time to time, be amended, including retrospective amendments, supplemented or re-enacted, and any reference to a statutory provision shall include any subordinate legislation made from time to time under that provision;
- vii. reference to writing shall include any mode of reproducing words in any legible form and shall include email but shall exclude text messages via mobile phone; and
- viii. the words include, including and in particular shall be construed as being by way of illustration or emphasis only and shall not be construed as, nor shall they take effect as, limiting the generality of any preceding words.

**SCHEDULE II: SERVICES**

| <b>Scope of Services</b>  | <b>Specifications</b>  |
|---|--|
| Construction of Boundary Wall with Masonry and RCC columns at Ghaziabad Stadium Site, located at Morti, Raj Nagar Extension Ghaziabad | <p>The Boundary Wall length is ~ 2260 meters</p> <p>The Boundary Wall height shall be 8 (Eight) feet above the ground level</p> <p>Estimated time for completion of work – 4 to 6 months</p> <p>Estimated Value of Work – INR 2 crores (~)</p> |

**General Terms & Conditions**

1. The contractor will engage the experienced Technical representatives of the concerned discipline on the project, who should have the full knowledge of the work and are capable of executing the work and removing defects as pointed out by UPCA.
2. The contractor shall procure all construction materials well in advance so that there is sufficient time for testing of the materials and clearance of the same before in Company in the works. In case untested material is used by the contractor and later on the same is found not meeting to specification requirement, then, the executed work with said material shall be dismantled and re-executed at the cost of the contractor.
3. The contractor shall make his programme of work in consultation with UPCA to facilitate timely testing. No claim whatsoever will be entertained due to delay on this account.
4. Before the commencement of work, the contractor shall take levels and record them in the prescribed Level book.
5. The work shall be carried out in a manner complying in all respects with the standards laid down by NBCC or other Government agencies. In case of items not covered by the general specifications referred to above, a reference shall be made to the appropriate B.I.S. code and the decision of the UPCA shall be final and binding on the contractor.
6. The work is required to be completed within time schedule from the date of issue of the acceptance letter as given below: -

Total period of completion: **04 (Four) months from the 15<sup>th</sup> day after the date of issue of Letter of Award (LOA).**

7. The contractor shall stick to the final completion date and will be liable to action for any delay due to the contractor as per the Conditions of Contract for stage as well as overall completion of the work.
8. The contractor will be required to establish a field laboratory for work. The setting of a field laboratory for the work is a mandatory requirement. The contractor shall be responsible for setting up laboratory facilities, and equipment and arranging technical manpower at his cost, as directed by UPCA for conducting site/field tests. All the equipment shall be BIS-approved makes and will be checked/ calibrated regularly. All equipment in the laboratory shall be kept in good working conditions. If the contractor fails to provide a field laboratory for new works within one month of commencement of work, it shall attract a penalty of Rs. 25,00,000 per month recoverable from the running bills. In all routine tests, which can be normally done in the field laboratory/in situ, testing charges will be borne by the contractor. In case the contractor fails to conduct field laboratory tests for works than all required tests shall be carried out in the reputed/approved outside laboratory. So far as conducting required tests for upgradation/ repairing works, the same would be carried out in the reputed/approved outside laboratory. The Payment of testing charges for such tests will be borne by the contractor in both cases.
9. The contractor has to produce a Manufacture Test Certificate (MTC) from the manufacturer to UPCA for the cement, steel, bitumen etc, for every consignment procured, failing which no consignment of cement, steel bitumen etc will be accepted by UPCA.
10. A sample of material for testing will be supplied free of cost by the contractor, including its transportation to the approved test houses/laboratory, as directed by UPCA or inspecting officials.
11. It will be the responsibility of the Contractor to arrange all plant & machinery, trucks, vibratory, Road roller, etc, required by him for execution of works. The contractor will also arrange for getting permission (for their use) if required from local or other concerned authorities for use as well as for their transportation to the site. All expenditures incurred in this connection will be borne by the Contractor.
12. The contractor will have to make his own arrangements for obtaining water to be used for the execution of the works or UPCA may supply water if available, for the execution of the work. UPCA may permit to contractor to install a borewell at the site at his own cost for the execution

of work. In this case contractor will ensure compliance with the statutory requirements of the regulatory authority.

13. If for reasons of urgency, the work has to be executed at night, the contractor shall make his own arrangement for illuminating the site. Nothing extra will be paid for doing work at night.
14. The Contractor will have to make his own arrangements for arranging electricity if the same is required for illumination purposes or for running of any plant or machinery and nothing extra will be paid for the same. UPCA may allow electric power, if available, on actual electric energy consumption by putting a separate electric energy meter with due permission of UPCA.
15. All works executed under this agreement shall be maintained by the contractor at his own cost for a period of **24 (twenty-four) months** from the actual date of completion.
16. The contractor must take all precautions to avoid accidents by exhibiting day and night necessary caution boards, speed limit boards, red flags and red lights and providing barriers. He shall be responsible for all damage and accidents caused due to negligence on his part. No hindrance shall be caused to traffic during the execution of work.
17. Any damage done by the contractor or his work-men to any existing work during the course of execution of the work, tendered for, shall be made good by him at his own cost.
18. The Contractor shall maintain in good condition all work executed till the completion of the entire work allotted to the contractor.
19. The Contractor shall clean the site thoroughly of all rubbish etc. left out of his materials on completion of the work and roughly dress the site around the building line to the satisfaction of UPCA.
20. The Contractor, who is working in the establishments through Contract Labour and/or employing labour themselves directly should get themselves registered with the Assistant Labour Commissioner concerned as required under the Contract Labour (Regulation and Abolition) Act 1971 and obtain a license from the Assistant Labour Commissioner concerned and produce the same to UPCA, in compliance to above and the Conditions of Contract.
21. The Contractor shall be responsible for all applicable compliances for the execution of the work.
22. Completion drawings of all the completed works for showing the layout of the area with dimensions, slopes and details of the building, reinforcements used, pavement, drain, cable trenches, machine foundations, etc, shall be prepared by the contractor at his own cost and shall be handed over to UPCA within **30 days** of completion of the work or along with submission of the final bill (whichever is later).
23. If the UPCA is however satisfied that the work is not likely to be completed in time except by resorting to night work, by special order, the contractor would be required to carry out the work

even at night, without conferring any right on the contractor for claiming for extra payment for introducing night working. The decision of UPCA in this regard will be final and binding on the contractor.

24. The contractor shall give to the Municipality, Police and other authorities, all notices that may be required by the law and obtain all requisite licenses for temporary obstructions, enclosures and pay all fees, taxes and charges, which may be leviable on account of his own operations in executing the contract. He should make good any damage to adjoining premises whether public or private and provide and maintain any light, etc, required at night and no extra payment will be made on this account.
25. The plea of 'Custom' prevailing will not on any account be permitted as an excuse for infringement of any of the conditions of the contract or specifications.
26. The contractor shall maintain in a readily accessible place the first aid appliance including an adequate supply of sterilized dressing and sterilized cotton wool. The appliances shall be placed under the charge of a responsible person who shall be readily available during working hours.
27. The contractor shall at all times be responsible for any damages or trespass committed by his agents and workmen in carrying out the work unless such trespass is authorized by UPCA at the site.
28. The contractor shall take all precautions against damages from accidents, floods or tides. No compensation will be allowed to the contractor for his tools, plants, materials, machines and other equipment lost or damaged by any cause whatsoever. The contractor shall be liable to make good the damages to any structure or part of structure, plant or material of every description belonging to the UPCA administration, lost or damaged by any cause during the course of the contractor's work. The UPCA will not be liable to pay to the contractor any charges for rectification or repairs to any damages, which may have occurred from any cause whatsoever to any part of the new structures during construction. No claims in this regard will be arbitrable. The contractor shall bail out rain water collected during execution of work from the excavated trenches at his own cost. Nothing extra shall be payable on this account.
29. The contractor at the scheduled date of start of work without limiting his obligations and responsibilities, shall insure the works at his own cost and keep them insured until the virtual completion of the contract against all acts of God including Fire, Theft, riots, War, Floods, etc, with an Insurance Agency approved by Insurance Regulatory and Development Authority (IRDA) in the joint names of the employer and Contractor (the name of the former being placed first in the policy) for the minimum thirty per cent amount of the originally awarded contract value irrespective of revised/modified contract value later on. Such policy shall cover the



property of the UPCA and fees for assessing the claim and in connection with his services generally therein and shall not cover any property of the Contractor or of any subcontractor.

30. The Contractor shall indemnify the UPCA against all claims which may be made against the UPCA by the member of the public or other third party in respect of works in consequence thereof.
31. The contractor shall have to provide a temporary site office with requisite furniture & appliances and a godown for storing/stacking construction materials at their own cost for which no extra payment will be made.
32. The contractors, in the course of their own work, should understand that all materials e.g. stone and other materials obtained in the work of dismantling and excavation etc. will be considered UPCA's property and would be issued to the contractor (if they require the same for use in the work) at the rates approved by the Engineer-in-Charge, as the case may be.

**SCHEDULE III: TECHNICAL BID FORM**

**(NIT/UPCA/GHAZIABAD STADIUM/2024)**

**(To be submitted in separate envelope – A marked as Technical Bid)**

| <b>Sr. No.</b> | <b>Details</b>   | <b>Remarks</b> |
|----------------|--|----------------|
| 1.             | <b>Name of the Bidder</b>  |                |
| 2.             | <b>Address</b>   |                |
| 3.             | <b>Registration No.</b>  |                |
| 4.             | <b>Permanent Account Number</b>  |                |
| 5.             | <b>GST Registration No.</b>  |                |
| 6.             | <b>Name and contact details of authorized representative of the Bidder (Attach a copy of Board resolution)</b> |                |
| 7.             | <b>Confirmation regarding the Eligibility criteria</b>   |                |

| <b>Sr. No.</b> | <b>Eligibility Criteria</b>   | <b>Documents to be submitted</b>                                    | <b>Confirmation regarding meeting of Eligibility Criteria (Yes/No)</b> |
|----------------|---|---|--|
| 3.1            | <b>Registrations:</b><br><br>(c) The Bidder must be a Company registered in India | Certificate of Incorporation & Memorandum & Articles of Association |  |

|     |  |  |  |
|-----|--|--|--|
|     | (d) The Bidder must have a valid GST Registration Certificate.   | Registration Certificate with charter documents and copy of GST registration |  |
| 3.2 | <p><b>Fit and Proper Person:</b></p> <p>(d) Each Bidder (including its directors and Promoters) must be a Fit and Proper Person. In order to determine whether a Person is a Fit and Proper Person, the UPCA may take into account any factor, as may be deemed fit by the UPCA, including without limitation any one or more of the following criteria: (i) not having been convicted by a court of a criminal offence or offences involving moral turpitude, economic offence or fraud; (ii) absence of conviction for any offence punishable with imprisonment for two (2) years or more in any jurisdiction; (iii) absence of categorisation as a willful defaulter by the Reserve Bank of India; and/or (iv) a Person having integrity and reputation, and the UPCA hereby reserves the right to reject any Bid from any Bidder which in the UPCA's opinion and at its sole discretion does not satisfy this criteria.</p> <p>(e) Bidders (including its directors and Promoters) should not be blacklisted by the Central Government or any State Government or any Public Sector Undertaking or other Government Authorities etc.</p> | Self-declaration by the Bidder   |  |

|     |   |  |  |
|-----|---|--|--|
|     | <p>(f) Bidders (including its directors and Promoters) (i) should not be engaged in illegal betting or gambling services or products in India; (ii) should not provide any unlicensed betting or gambling services or products; and (iii) should not have any investment or ownership interest in any Person engaged in any of the above activities.</p>  |  |  |
| 3.3 | <p><b>Relevant Experience:</b></p> <p>(d) The Bidder must have necessary experience in the field of Services as per specification provided in <b>Schedule II</b>.</p> <p>(e) Preference would be given to a Person who has extensively worked in providing the Services as per specification provided in <b>Schedule II</b>.</p> <p>(f) The Bidder must be able to demonstrate the capability and experience in Services as per specification provided in <b>Schedule II</b>.</p> | <p>Self-declaration by the Bidder along with supporting documents to evidence the experience</p>   |  |
| 3.4 | <p><b>Infrastructure:</b></p> <p>The Bidder must have the necessary and adequate infrastructure, knowledge, and resources (both financial and human) for the purposes of providing the Services as per specification provided in <b>Schedule II</b>.</p>  | <p>Self-declaration by the Bidder along with supporting documents to evidence that Bidder has necessary and adequate infrastructure, knowledge, and resources (both financial and human) for the purposes of providing the Services as per specification</p> |  |

|     |   |   |  |
|-----|---|---|--|
|     |   | provided in <b>Schedule II.</b>   |  |
| 3.5 | <p><b>Turnover:</b></p> <p>The sum total (arithmetic sum) of tenderer's turnover/ revenue (income) from operations for the last three financial years (i.e. 2020-21, 2021-22 &amp; 2022-23) should be of value not less than Rs.10.00 crores.</p>   | <p>The information shall be supported by CA certificate &amp; audited Balance Sheets and of Profit &amp; Loss Statements of specified last three financial years.</p> |  |
| 3.6 | <p><b>NET WORTH:</b></p> <p>The Bidder should have minimum net worth of INR 5 crores as per latest audited financial statement.</p> <p>[Explanation - "net worth" means the aggregate value of the paid-up share capital and all reserves created out of the profits, securities premium account and debit or credit balance of profit and loss account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write-back of depreciation and amalgamation.]</p> | <p>Bidder should submit net worth certificate duly certified by a practising Chartered Account as per latest audited financial statement.</p>                         |  |

After evaluation of the above, the eligible Technical bidders will be considered for opening of their financial bids

**SIGNATURE OF THE BIDDER**

**SEAL OF THE ENTITY**

**Note :** This form can be downloaded from the UPCA website available under this tender.

**SCHEDULE IV: FINANCIAL BID FORM**

**(NIT/UPCA/GHAZIABAD STADIUM/2024)**

**(To be submitted in a separate envelope – B marked as Financial Bid)**

| Sr. No. | Details                   | Remarks |
|---------|---------------------------|---------|
| 1.      | <b>Name of the Bidder</b> |         |
| 2.      | <b>Address</b>            |         |

| Sr. No. | Particulars   | Amount   |  |
|---------|---|--|--|
|         |   | In figure  | In Words   |
| 1       | <p>Total Consideration payable against the Services defined in <b>Schedule II.</b></p> <p>[The amount quoted by the Bidder for the Services as per the specifications provided in <b>Schedule II</b>, shall be inclusive of all charges including material, labour, all applicable taxes, Building and other Construction</p> | <p>Rs.</p> <p>_____</p> <p>–</p> <p><b>+ GST as applicable</b></p> | <p>Rs.</p> <p>_____</p> <p>_____</p> <p><b>+ GST as applicable</b></p> |

|  |   |  |  |
|--|---|--|--|
|  | <p>Workers Welfare<br/>Cess, levies, duties on<br/>materials or services<br/>and on complete<br/>works (except GST).<br/>UPCA will not<br/>entertain any claim<br/>whatsoever in this<br/>respect. This should<br/>be included in the<br/>rates quoted by the<br/>Bidder. Taxes, if any<br/>shall be mentioned<br/>separately.]</p> |  |  |
|--|---|--|--|

**SIGNATURE OF THE BIDDER**

**SEAL OF THE ENTITY**

**Note:** This form can be downloaded from the UPCA website available under this tender.