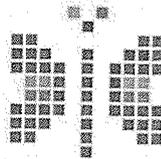


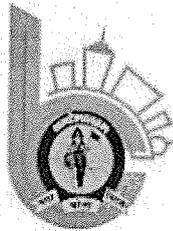
# REQUEST FOR PROPOSAL

**Name of the Work:** Engineering, Procurement and Construction of 8.10 km of Major Road Development in ABD Area on EPC Mode with 1 year Defect Liability and 3 years of Operation & Maintenance



**Smart City**  
MISSION TRANSFORMATION

**BAREILLY SMART CITY LIMITED  
(BSCL) BAREILLY  
(UTTAR PRADESH, INDIA)**



**Feb 2021**

**Employer: - Bareilly Smart City Limited (BSCL)**

Nagar Nigam, Bareilly- 243001

Telephone: 0581 25510074

Email: [ceo.bscl01@gmail.com](mailto:ceo.bscl01@gmail.com)



Ref No: -BSCL/2020-21/ 719

Date:- 12/02/2021

Bareilly Smart City Limited, Bareilly invites e-tender for the following projects: -

S. No.	Name of the Work	Earnest Money Deposit (Rs.)	Tender fee with GST @ 18% (Rs.)	Work completion Period	Bid Start Date
01	Construction of GIC Incubation and 400-Seater Auditorium Building in Bareilly with 1 year Defect Liability Period Under Bareilly Smart City Limited	68 Lakhs	29,500	12 Months	20/02/2021
02	Selection of Consultant to Manage the Operations of Bareilly Incubation Center under Bareilly Smart City Limited	2 Lakhs	11,800	36 Months	20/02/2021
03	Engineering, Procurement and Construction of 8.10 Kms of Major Road Development in ABD area on EPC mode with 1 Year Defect Liability and 3 years of Operation and Maintenance	1.36 Crore	29,500	12 months	20/02/2021

1.	Detailed NIT and Bid Document shall be available on: - <a href="https://etender.up.nic.in">https://etender.up.nic.in</a> and <a href="http://www.bareillysmartcity.in">http://www.bareillysmartcity.in</a>
2.	Tender call notice in two Bid systems (Part- I: General & Technical Bid and Part-II: financial Bid/Price Bid/BOQ) from intending bidders fulfilling the eligibility criteria mentioned in this Notice and other qualifying requirements mentioned in this RFP.
3.	Amendment to NIT if any would be published on website only.
4.	In case of any queries on this RFP, intending bidders may contact THE GENERAL MANAGER, BAREILLY SMART CITY LIMITED, Bareilly (Tel. No: - 0581- 25510074, 7055519602) or send an email to: ceo.bscl01@gmail.com

Chief Executive Officer,  
Bareilly Smart City Limited, Bareilly.

प्रकाशन हेतु नहीं

- सम्पादक, Hindustan Times (All Edition), Dainik Jaganan (Local Edition) इस अनुरोध के साथ कि अपने राष्ट्रीय संस्करण समाचार पत्र में उपरोक्त निविदा सूचना का प्रकाशन आगामी संस्करण में डी0ए0बी00पी0 दरो पर न्यूनतम स्थान में एक बार प्रकाशित करने का कष्ट करे तथा 04 प्रतियों के साथ बिल भुगतान हेतु प्रेषित करें ।
- आयुक्त महोदय, बरेली मण्डल, बरेली की सूचानार्थ ।
- नोटिस बोर्ड पर चरपा हेतु ।
- कम्प्यूटर प्रभारी/ आई.टी0 एक्सपर्ट नगर निगम बरेली को इस अनुरोध के साथ प्रेषित कि उक्त निविदा सूचना को नगर निगम, बरेली की वेबसाइट पर प्रदर्शित करने का कष्ट करें ।

Chief Executive Officer,  
Bareilly Smart City Limited, Bareilly

## DISCLAIMER

The information contained in this Request for Proposal document ("RFP") or subsequently provided to bidders, verbally or in documentary or any other form by or on behalf of the Bareilly Smart City Limited (here for the referred to as BSCL in this document) or any of its employees or advisers, is provided to bidders on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

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

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

The BSCL also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any bidder upon the statements contained in this RFP.

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

The issue of this RFP does not imply that the Employer is bound to select a bidder or to appoint the selected bidder, as the case may be, for the Consultancy and the BSCL reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

The bidder shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the BSCL or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the bidder and the BSCL shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a bidder in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

  
Chief Executive Officer,  
Bareilly Smart City Limited, Bareilly.

**BAREILLY SMART CITY LIMITED (BSCL)****BAREILLY**

(UTTAR PRADESH, INDIA)

Letter no. BSCL/2020-21/739-3

Dt. 12/02/2021

**NATIONAL COMPETITIVE BIDDING THROUGH e-Procurement**

Chief Executive Officer (CEO), Bareilly Smart City Ltd., Bareilly invite Item Rate Bids for the work mentioned below through e-Procurement in conformity with the terms and conditions of this advertisement and the detailed tender call notice in two Bid systems (Part- I: General & Technical Bid and Part-II: financial Bid/Price Bid/BOQ) from intending bidders fulfilling the eligibility criteria mentioned in this Notice and other qualifying requirements mentioned in this RFP. Bidders can participate in the bidding after registering them on E- tendering portal <http://etender.up.nic.in>. Bidder can download the RFP from <http://etender.up.nic.in> after paying the tender cost through online payment in the name of Bareilly Smart City Limited, A/C No. : 0294001100000836, Name of Bank: Punjab National Bank, Branch: Pilibhit By-Pass Road, Bareilly, IFSC Code: PUNB0613400. Bidder will have to upload the scanned copy of transaction slip along with technical bid failing this; the Bid is liable to be rejected. The Bidder should deposit the Earnest Money through online in above mentioned account number or through Bank Guarantee from a Nationalized Bank in favour of Chief Executive Officer, Bareilly Smart City Limited, Bareilly. The scanned copy of the transaction slip should be uploaded along with technical bid. The bidders should have necessary Portal enrollment (Digital Signature Certificate) under e-procurement process of Govt. of Uttar Pradesh in required class/category. In case of any queries on this RFP, intending bidders may contact CHIEF EXECUTIVE OFFICER, BAREILLY SMART CITY LIMITED, Bareilly (Tel. No:- 0581- 25510074)

S.No.	Name of the Work	Earnest Money Deposit (Rs.)	Tender fee with GST @ 18%	Work completion Period
1	Engineering, Procurement & Construction of 8.10 km of Major Road Development in ABD Area on EPC Mode with 1 year Defect Liability and 3 years of Operation & Maintenance.	1.30 Crore	29500	12 Months

## TIME SCHEDULE FOR BIDDING

S. No	Description	Critical Dates	
1	Upload/Publish of RFP	20/02/2021	3:00 pm
2	Bid start Date/Time of RFP	20/02/2021	3:00 pm
3	Pre-Bid Meeting	02/03/2021	4:00 pm
4	Bid Closing Date/Time of RFP	15/03/2021	3:00 pm
5	Technical Bid Opening Date/Time	16/03/2021	3:00 pm
6	Financial Bid Opening Date/Time	To be notified	

1. Other details can be seen on website <http://etender.up.nic.in> (for view, download and bidding) and on website <http://www.bareillysmartcity.in> (for view and download only).
2. Subsequent corrigendum, if required, shall appear in these websites.
3. Authority reserves the right to reject any or all the tenders without assigning any reasons
4. Contractor who want to participate in bid must registered themselves on <http://etender.up.nic.in>
5. For any other queries, please contact Nodal Officer, Bareilly Smart City Limited. Also, for any further queries, the bidders are advised to send an email to : [ceo.bscl01@gmail.com](mailto:ceo.bscl01@gmail.com)

  
 Chief Executive Officer,  
 Bareilly Smart City Limited,  
 Bareilly.

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## FACTSHEET

This RFP is meant for the exclusive purpose of submitting the e-bid in accordance with the terms and conditions specified herein and this RFP shall not be transferred, reproduced or otherwise used for purposes other than that for which it is specifically issued

Sr. No.	Item	Description
1.	Method of Selection	The method of selection is Item Rate ( lowest rate L1 bidder )
2.	Availability of RFP Documents	Download from <a href="http://www.etender.up.nic.in">www.etender.up.nic.in</a>
3.	Date/Time of RFP Issuance	20/02/2021 3:00 pm
4.	Bid Processing fee (Non-refundable and Not – exempted)	Indian Rupees 29,500/- (Indian Rupees Twenty-Nine Thousand Five Hundred only) shall be paid via online transfer in favor of the “ <b>Chief Executive Officer, Bareilly Smart City Limited</b> ”.
5.	Earnest Money Deposit (EMD)	Indian Rupees 1,30,00,000 ( <b>One Crore Thirty lakhs only</b> ) by online / Bank Guarantee from Nationalized Bank in favor of “ <b>Chief Executive Officer, Bareilly Smart City Limited, Bareilly</b> ”. In case the EMD is submitted in the form of Bank Guarantee then the Bidder will upload the scanned copy of the instrument along with the technical bid and same shall be submitted in original at BSCL office within 3 days of Bid submission due date.
6.	Last date and time for Submission of Pre-Bid Queries	02/03/2021 4:00 pm
7.	Date of Pre-Bid Meeting	02/03/2021 4:00 pm
8.	Posting of responses to queries (on Email)	Respective bidder’s e-mail ID’s
9.	Last Date and time for Bid submission (On or before)	15/03/2021 3:00 pm
10.	Date, time for opening of Pre-Qualification Bids	16/03/2021 3:00 pm
11.	Date, Time for opening of Financial Bids	To Be notified
12.	Bid validity	Bid must remain valid up to 180 (One Hundred & eighty) days from the actual date of submission of the Bid.
13.	Project Duration	<b>12 Months</b>
14.	Currency	Indian Rupees (INR) only

Sr. No.	Item	Description
15.	Bareilly Smart City Limited Bank Account Details	<b>Bareilly Smart City Limited,</b> A/C No. : 0294001100000836, Name of Bank: Punjab National Bank, Branch: Pilibhit By-Pass Road, Bareilly, IFSC Code: PUNB0613400
16.	Name and Address for Correspondence	<b>Chief Executive Officer</b> Bareilly Smart City Limited (BSCL), Bareilly Municipal Corporation, Bareilly, Mail address: <a href="mailto:ceo.bscl01@gmail.com">ceo.bscl01@gmail.com</a> Ph: 0581 – 25510074, M: 7055519602

  
Chief Executive Officer,  
Bareilly Smart City Limited,  
Bareilly

# PRE BID MEETING

DATE: 02-03-2021

TIME: 4:00 PM

ONLINE LINK: <https://meet.google.com/xqx-gdon-oip>

## PROJECT PROFILE

### Vision

To re-establish streets as inclusive public spaces that offer citizens to use all modes of transport, provisions informal sector according to local needs while including walking with safe and dependable commuting experience.

### Project Background of Major Roads

BSCCL has planned to take-up road development project under the project Integrated Urban Infrastructure where Phase-2, the major roads of ABD area (approx. 8.10 kms) in which storm water drain is planned under/with footpath and to develop the facilities along roadside for pedestrians facilities and provide dedicated spaces for Car Parking, two wheeler parking and Pick up and drop off points for auto Rickshaws and E-rickshaws. The project also aims to develop several vending zones around the city helping the informal sector of the city and organizing them. All the roads will be provided with better pedestrian pavements, street furniture elements along with ambient lighting feature for the people.

Sl No	Road No	Road Section	Length (Km)	RoW
1	Road 6	Choupla Chauraha to Chowki Chauraha	1.18	24
2	Road 8	Choupla Chauraha to Bareilly junction	1.52	18
3	Road 10	Battalion Gate to Satellite Junction	0.90	18
4	Road 11	Chowki Chauraha to Head Post Office	1.61	24
5	Road 12	Chowki Chauraha to Bareilly Junction	1.53	18
6	Road 14	Chowki Chauraha to Bareilly College Chowk	0.95	18
7	Road 21	Patel Chowk to Rampur Garden Chowk	0.41	15
<b>Total Stretch</b>			<b>8.10</b>	

The design of a road affects how successful it is in affecting the urban character of a neighborhood and influence how people use the street and interact with each other on it. The quality of a street and its connections can affect whether people choose to walk or cycle, or take the car or use public transport. It can affect whether people feel safe. Thus the character of the roads in Bareilly needs to be developed in such a way so that along with the functions which it has to perform, other purposes could also be served such as encourages public transport, creating interactive neighborhood etc.

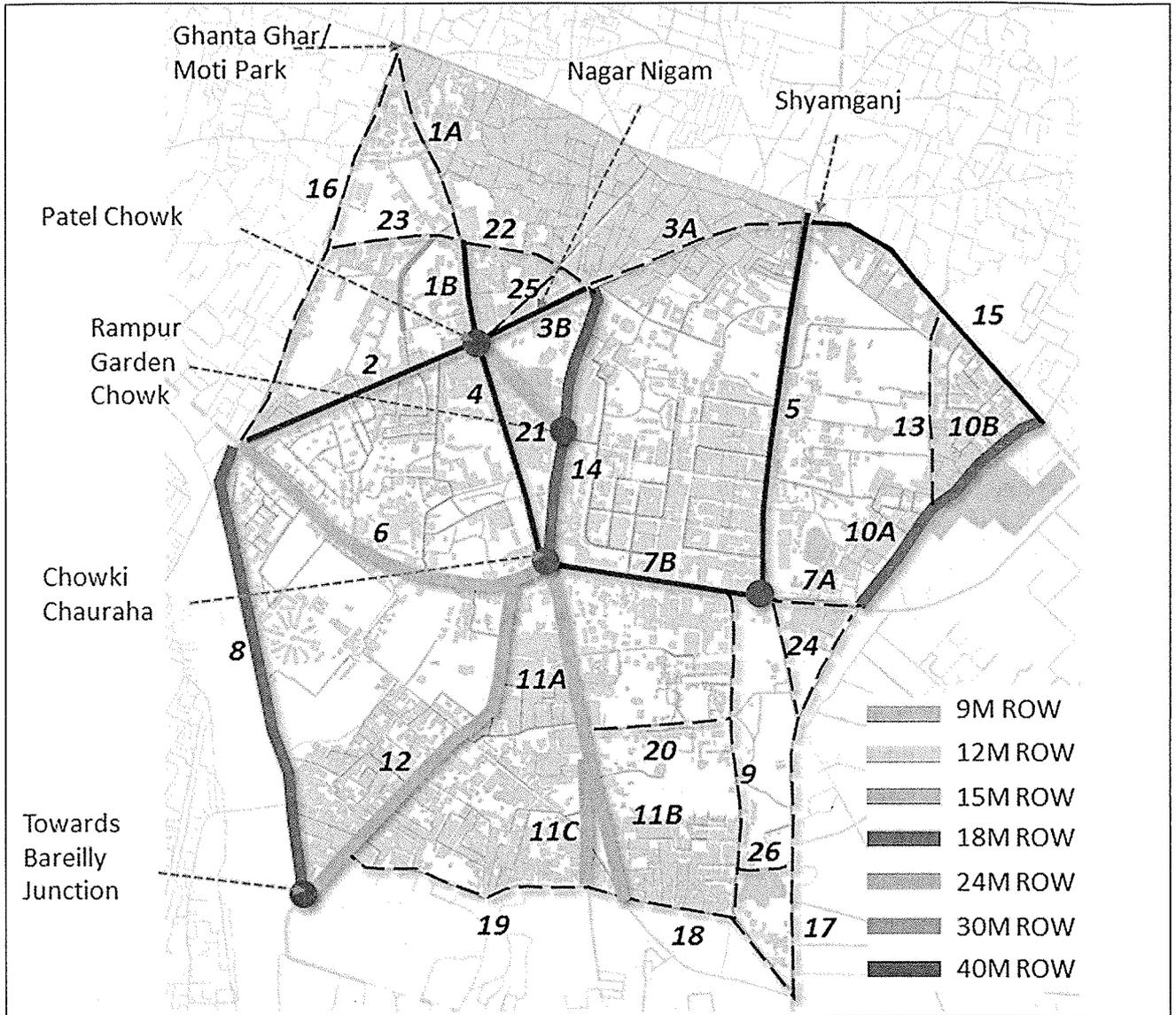


Figure 1 Details of Phase-2 Roads

**Topography of the roads**

General topography of the roads suggests that it is fairly flat with level varying upto 2- 3m every 1 km approximately. However the detailed levels have been provided in the digital survey for clear understanding of the slope of roads and determine the slope of storm water drain.

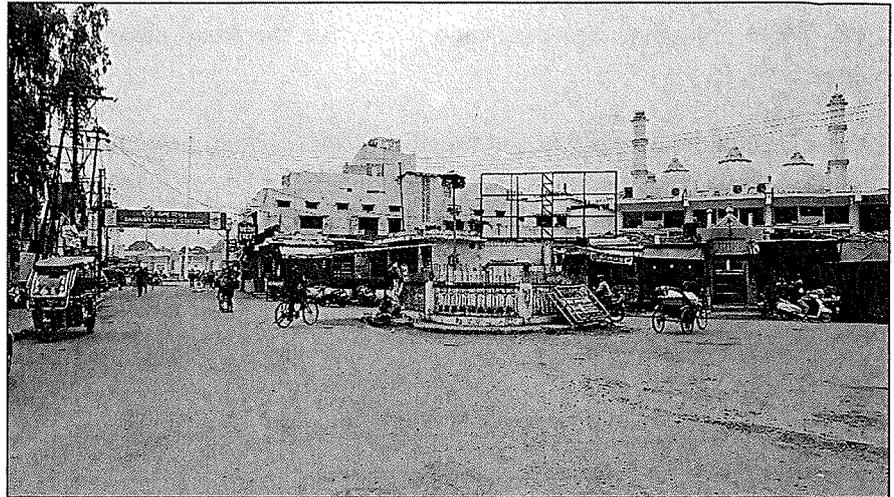
**Right of way variation**

The road stretch of 8.10 Km has been surveyed and it has been found that the right of way varies from 18 m and 24m at different sections. Understanding right of way is very important along with the functions on each road.

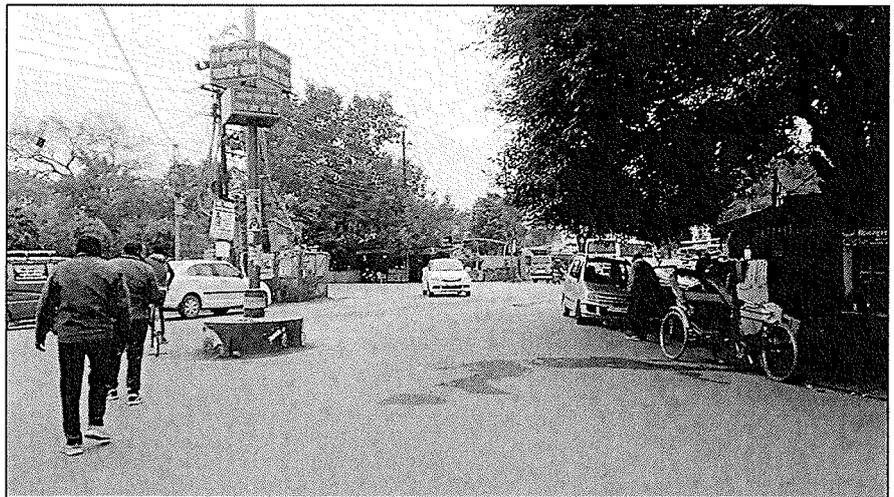
**Incorporation of junction with road Development**

Junction improvement plan inside ABD which will be redesigned according to the present and future traffic needs (Bareilly Junction and Rampur Garden Chowk), however other junction which need minor modification shall be taken under road development project and will be treated along with the road.

**Location:**  
Bareilly Junction,  
near Railway Station



**Location:**  
Rampur Garden Chowk



#### **Character of typical roads development scheme**

All the roads will have a common ducting with storm water drain on both sides and extra features such as decorative/Solar Powered lighting along the walking track and street furnitures to encourage these spaces as public places.

#### **Aim of the Project**

The aim is to develop roads and streets to accommodate universal accessibility, promote walkability, use of public transport, and safe spaces for all citizens. Enhancing the mobility experience for people by making streets inviting and vibrant, affecting the overall wellbeing positively.

The aim of this project is to provide Infrastructure for enabling the roads to accommodate future growth, provide transportation options and facilitate them and keep the city liveable in the years to come. Such system/Project shall provide complete solution for prioritising every user group and consider the needs of motorized and non-motorized users while planning spaces alongside roads and locations for several usage spread throughout.

### **Objectives of the Project**

**The Main objectives are described below for the Road development project of the ABD area in Bareilly city:**

- Support non-motorised transport (NMT) and intermediate public transport
- On & Off Street Parking
- Incorporating the Existing and future Utility services
- Pedestrian Friendly Pathways
- Develop Facilities in entire ABD area along the roads (Street Furniture, Vending zones and Other Road Components)

## Part I

## SECTION I - INSTRUCTIONS TO BIDDERS (ITB)

Instruction to Bidders (ITB)			
A. General			
1	Scope of Bid	1.1	In connection with the RFP, specified in the <b>Bid Data Sheet (BDS)</b> , the Employer, as <b>specified in the BDS</b> , issues this bidding document for the provision of Works as specified in Section VII, scope of work. The name, identification, of this RFP are <b>specified in the BDS</b> .
		1.2	Throughout this bidding document:
			(a) The term "in writing" means communicated in written form (e.g. by mail, e-mail, including if <b>specified in the BDS</b> , distributed or received through electronic-procurement system used by the Employer) with proof of receipt;
			(b) if the context so requires, "singular" means "plural" and vice versa; and
			(c) "Day" means calendar day, unless otherwise specified as a "Business Day." A Business Day is any day that is a working day of the Employer. It excludes the Employer's official public holidays.
2	Source of Funds	2.1	Source of Fund is from Smart City Mission funds (Government of India and Government of Uttar Pradesh)
3	Fraud and Corruption	3.1	The Employer requires compliance with the Employer's Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the GOI's Sanctions Framework, as set forth in Section VI (Fraud and Corruption).
		3.2	In further pursuance of this policy, Bidders shall permit and shall cause their agents (where declared or not), subcontractors, sub-consultants, service providers, suppliers, and their personnel, to permit the Employer to inspect all accounts, records and other documents relating to any initial selection process, prequalification process, bid submission, proposal submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the Employer.
4	Eligible Bidders	4.1	A Bidder shall be a natural person/ sole proprietorship/ Company/ Partnership firm/ Limited Liability Partnership (LLP) having authority to participate in this RFP.
		4.2	A Bidder shall not participate in more than one Bid. Such participation shall result in the disqualification of all Bids in which the firm is involved.
5	Deleted		
B. Contents of Bidding Document			
6	Sections of Bidding Document	6.1	The bidding document consist of Parts 1, 2, and 3, which include all the sections specified below, and which should be read in conjunction with any Addenda issued in accordance with ITB 8.
			<b>PART 1 Bidding Procedures</b>
			· Section I - Instructions to Bidders (ITB)
			· Section II - Bid Data Sheet (BDS)
			· Section III - Evaluation and Qualification Criteria
			· Section IV - Bidding Forms

Instruction to Bidders (ITB)			
			· Section V - Eligible Countries
			· Section VI - Fraud and Corruption
			<b>PART 2 Scope of work</b>
			· Section VII (A) – Scope of Work
			· Section VII (B) – Bill of Quantities
			<b>PART 3 Conditions of Contract and Contract Forms</b>
			· Section VIII - General Conditions of Contract
			· Section IX - Particular Conditions of Contract
			· Section X - Contract Forms
			- Section XI - Drawings
		6.2	Unless obtained directly from the Employer / through online portal, the Employer is not responsible for the completeness of the bidding document, responses to requests for clarification, the minutes of the pre-Bid meeting (if any), or Addenda to the bidding document in accordance with ITB 8. In case of any contradiction, documents obtained directly from the Employer / through online portal shall prevail
		6.3	The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding document and to furnish with its Bid all information and documentation as is required by the bidding document.
7	Clarification of Bidding	7.1	A Bidder requiring any clarification of the bidding document shall contact the <i>Employer</i> in writing at the <i>Employer's</i> address <b>specified in the BDS (Bid Data Sheet)</b> or raise its inquiries during the pre-Bid meeting if provided for in accordance with ITB 7.4. The <i>Employer</i> will respond in writing to any request for clarification, provided that such request is received prior to the deadline for submission of Bids within a period <b>specified in the BDS</b> . Should the clarification result in changes to the essential elements of the bidding document, the Employer shall amend the bidding document following the procedure under ITB 8 and ITB 22.2
<b>Document, Site Visit, Pre-Bid Meeting</b>			
		7.2	The Bidder is advised to visit and examine the Site of works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense.
		7.3	The Bidder and any of its personnel or agents will be granted permission by the <i>Employer</i> to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the Bidder, its personnel, and agents will release and indemnify the <i>Employer</i> and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.

<b>Instruction to Bidders (ITB)</b>			
		7.4	If so <b>specified in the BDS</b> , the Bidder's authorised representative is invited to attend a pre-Bid meeting and/or a Site of works visit. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
		7.5	The Bidder is requested, to submit any questions in writing, to reach the <i>Employer</i> not later than one week before the pre-Bid meeting.
		7.6	Any modification to the bidding document that may become necessary as a result of the pre-bid meeting shall be made by the <i>Employer</i> exclusively through the issue of an addendum pursuant to ITB 8 and not through the minutes of the pre-Bid meeting. Nonattendance at the pre-Bid meeting will not be a cause for disqualification of a Bidder.
<b>8</b>	<b>Amendment of Bidding Document</b>	8.1	At any time prior to the deadline for submission of Bids, the <i>Employer</i> may amend the bidding document by issuing addenda.
		8.2	Any addendum issued by the Employer shall be part of the bidding document and shall be published on the e-tender webpage in accordance with ITB 6.3 and ITB 7.1.
		8.3	To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Employer may, at its discretion, extend the deadline for the submission of Bids, pursuant to ITB 22.2.
<b>C. Preparation of Bids</b>			
<b>9</b>	<b>Cost of Bidding</b>	9.1	The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the <i>Employer</i> shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process.
<b>10</b>	<b>Language of Bid</b>	10.1	The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the <i>Employer</i> , shall be written in the language <b>specified in the BDS</b> . Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language <b>specified in the BDS</b> , in which case, for purposes of interpretation of the Bid, such translation shall govern.
<b>11</b>	<b>Documents Comprising the Bid</b>	11.1	The Bid shall comprise two Parts, namely the Technical Part and the Financial Part. These two Parts shall be submitted online only.
			· Power of Attorney and Bank Guarantee for EMD should also be submitted by the bidder
		11.2	The <b>Technical Part</b> shall contain the following:
			(a) <b>Letter of Bid – Technical Part</b> , prepared in accordance with ITB 12;
			(b) <b>EMD/Bid Security</b> , in accordance with ITB 19.1;
			(c) <b>Authorization</b> : written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 20.3;
			(d) <b>Bidder's Eligibility</b> : documentary evidence in accordance with ITB 17.1 establishing the Bidder's eligibility to Bid;

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			(e) <b>Qualifications:</b> documentary evidence in accordance with ITB 17.2 establishing the Bidder's qualifications to perform the Contract if its Bid is accepted;
			(f) <b>Conformity:</b> a technical proposal in accordance with ITB 16;
			(g) any other document <b>required in the BDS.</b>
		11.3	The <b>Financial Part</b> shall contain the following:
			(a) <b>Letter of Bid – Financial Part:</b> prepared in accordance with ITB 12 and ITB 14;
			(b) any other document <b>required in the BDS.</b>
		11.4	The Technical Part shall not include any information related to the Bid price. Where material financial information related to the Bid price is contained in the Technical Part the Bid shall be declared non-responsive and rejected.
		11.5	The Bidder shall furnish in the Letter of Bid – Financial Part information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid.
12	<b>Letters of Bid and Schedules</b>	12.1	The Letter of Bid – Technical Part, Letter of Bid – Financial Part shall be prepared using the relevant forms furnished in Section IV, Bidding Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITB 20.3. All blank spaces shall be filled in with the information requested.
13	<b>Deleted</b>		
14	<b>Bid Prices Discounts and</b>	14.1	The prices and discounts quoted by the Bidder in the Letter of Bid – Financial Part and in the Priced Activity Schedule or Bill of Quantities shall conform to the requirements specified below.
		14.2	The Bidder shall submit a Bid for the whole of the Works described in ITB 1.1 by filling in prices for all items of the Works, as identified in Section IV, Bidding Forms. In case of admeasurement contracts, the Bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items against which no rate or price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed covered by the rates for other items and prices in the Bill of Quantities.
		14.3	The price to be quoted in the Letter of Bid – Financial Part, in accordance with ITB 12.1, shall be the total price of the Bid, excluding any discounts offered.
		14.4	The Bidder shall quote any discounts and indicate the methodology for their application in the Letter of Bid Financial Part, in accordance with ITB 12.1.
		14.5	Unless otherwise <b>provided in the BDS</b> , and the Conditions of Contract, the prices quoted by the Bidder shall be fixed. If the prices quoted by the Bidder are subject to adjustment during the performance of the Contract in accordance with the provisions of the Conditions of Contract, the Bidder shall furnish the indices and Weightages for the price adjustment formulae in the Schedule of Adjustment Data in Section IV- Bidding Forms and the Employer may require the Bidder to justify its proposed indices and weightings.

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		14.6	If so specified in ITB 1.1, Bids are invited for individual contracts. Bidders wishing to offer discounts for the award of more than one Contract shall specify in their Bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted in accordance with ITB 14.4, provided the Bids for all contracts are opened at the same time.
		14.7	All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date 28 days prior to the deadline for submission of Bids, shall be included in the rates and prices and the total Bid price submitted by the Bidder.
15	<b>Currencies of Bid and Payments</b>	15.1	The currency(ies) of the Bid and the currency(ies) of payments shall be the same and shall be as <b>specified in the BDS 7.</b>
16	<b>Documents</b>	16.1	The Bidder shall furnish a technical proposal in the Technical Part of the Bid including a statement of work methods, equipment, personnel, schedule and any other information as stipulated in Section IV, Bidding Forms, in sufficient detail to demonstrate the adequacy of the Bidders' proposal to meet the work's requirements and the completion time.
<b>Technical Proposal</b>			
17	<b>Documents Establishing the Eligibility and Qualifications of the Bidder</b>	17.1	To establish Bidder's eligibility in accordance with ITB 4, Bidders shall complete the Letter of Bid, – Technical Part, included in Section IV, Bidding Forms.
		17.2	In accordance with Section III, Evaluation and Qualification Criteria, to establish its qualifications to perform the Contract, the Bidder shall provide the information requested in the corresponding information sheets included in Section IV, Bidding Forms.
18	<b>Period of Validity of Bids</b>	18.1	Bids shall remain valid for the Bid Validity period <b>specified in the BDS.</b> The Bid Validity period starts from the date fixed for the Bid submission deadline (as prescribed by the Employer in accordance with BDS 8). A Bid valid for a shorter period shall be rejected by the Employer as nonresponsive.
		18.2	In exceptional circumstances, prior to the expiration of the Bid validity period, the Employer may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB 19.1, it shall also be extended for twenty-eight (28) days beyond the deadline of the extended validity period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its Bid, except as provided in ITB 18.3.
		18.3	If the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial Bid validity period, the Contract price shall be determined as follows:
			(a) in the case of fixed price contracts, the Contract price shall be the Bid price adjusted by the factor <b>specified in the BDS;</b>
			(b) in the case of adjustable price contracts, no adjustment shall be made; or

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			(c) in any case, Bid evaluation shall be based on the Bid price without taking into consideration the applicable correction from those indicated above.
<b>19</b>	<b>EARNEST MONEY DEPOSIT / BID SECURITY</b>	19.1	The Bidder shall furnish as part of its Technical Part of its Bid, either a Bid-Securing Declaration or a EMD as specified in the BDS, in original form and, in the case of a EMD/Bid security, in the amount and currency specified in the BDS.
		19.2	A Bid-Securing Declaration shall use the form included in Section IV, Bidding Forms.
		19.3	If a EMD/Bid Security is specified pursuant to BDS 9, the Bid Security shall be a demand guarantee, and in any of the following forms at the Bidder's option:
			(a) Transfer through NEFT/ RTGS/ Bank Guarantee
			(b) Another security specified in the BDS,
		19.4	If a EMD/Bid Security or Bid-Securing Declaration is specified pursuant to BDS 9, any Bid not accompanied by a substantially responsive Bid Security or Bid-Securing Declaration shall be rejected by the Employer as nonresponsive.
		19.5	If a Bid Security is specified pursuant to BDS 9, the Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon issuing of the award.
		19.6	The Bid Security of the successful Bidder shall be adjusted with the 10 % performance security
		19.7	The Bid Security may be forfeited or the Bid-Securing Declaration executed:
			(a) if a Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Letter of Bid – Technical Part and repeated in the Letter of Bid – Financial Part or any extension thereto provided by the Bidder; or
			(b) if the successful Bidder fails to:
			(i) sign the Contract in accordance with ITB 49; or
			(ii) furnish a Performance Security.
<b>20</b>	<b>Format and Signing of Bid</b>	20.1	The Bidder shall prepare the Bid, in accordance with the Instructions, ITB 11 and ITB 21.
		20.2	Bidders shall mark as "CONFIDENTIAL" information in their Bids which is confidential to their business. This may include proprietary information, trade secrets or commercial or financially sensitive information.
		20.3	The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the BDS and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid where entries or amendments have been made shall be signed or initialled by the person signing the Bid.
		20.4	Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the person signing the Bid.

### Instruction to Bidders (ITB)

#### D. Submission of Bids

21	<b>Submission on E-Portal</b>	21.1	The Bidder shall submit the bids through e-portal only. All the documents required for Technical qualification shall be submitted as per ITB and formats as per Section IV of the RFP documents. Bidder shall submit all the required documents and submit as per the standard procurement procedures of the E-portal <a href="http://www.etender.up.nic.in/">http://www.etender.up.nic.in/</a>
		21.2	Financial Part shall be uploaded in the given format in web portal only.
22	<b>Deadline for Submission of Bids</b>	22.1	Bidders shall submit the Bids electronically only and follow the electronic Bid submission procedures specified in the <b>BDS</b> .
		22.2	The Employer may, at its discretion, extend the deadline for the submission of Bids by amending the bidding document in accordance with ITB 8, in which case all rights and obligations of the Employer and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.
23	<b>Late Bids</b>	23.1	Not Applicable
24	<b>Withdrawal, Substitution, and Modification of Bids</b>	24.1	No Bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder on the Letter of Bid or any extension thereof.

#### E. Public Opening of Technical Parts of Bids

25	<b>Public Opening of Technical Parts of Bids</b>	25.1	All Bidders, or their representatives and any interested party may attend a public bid opening. Any specific electronic Bid opening procedures required in accordance with ITB 22.1, shall be as <b>specified in the BDS</b> .
		25.2	At the Bid opening the Employer shall neither discuss the merits of any Bid nor reject any Bid.

#### F. Evaluation of Bids – General Provisions

26	<b>Confidentiality</b>	26.1	Information relating to the evaluation of Bids and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with the Bidding process until information on Intention to Award the Contract is transmitted to all Bidders.
		26.2	Any effort by a Bidder to influence the Employer in the evaluation of the Bids or Contract award decisions may result in the rejection of its Bid.
		26.3	Notwithstanding ITB 26.2, from the time of Bid opening to the time of Contract award, if a Bidder wishes to contact the Employer on any matter related to the Bidding process, it shall do so in writing.

<b>Instruction to Bidders (ITB)</b>			
27	<b>Clarification of Bids</b>	27.1	To assist in the examination, evaluation, and comparison of the Bids, and qualification of the Bidders, the Employer may, at its discretion, ask any Bidder for a clarification of its Bid given a reasonable time for a response. Any clarification submitted by a Bidder that is not in response to a request by the Employer shall not be considered. The Employer's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Bids, in accordance with ITB 36.
			If a Bidder does not provide clarifications of its Bid by the date and time set in the Employer's request for clarification, its Bid may be rejected.
28	<b>Deviations, Reservations, and Omissions</b>	28.1	During the evaluation of Bids, the following definitions apply:
			(a) "Deviation" is a departure from the requirements specified in the bidding document;
			(b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the bidding document; and
			(c) "Omission" is the failure to submit part or all of the information or documentation required in the bidding document.
29	<b>Nonmaterial Nonconformities</b>	29.1	Provided that a Bid is substantially responsive, the Employer may waive any nonconformities in the Bid.
		29.2	Provided that a Bid is substantially responsive, the Employer may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
		29.3	Provided that a Bid is substantially responsive pursuant to ITB 31, the Employer shall rectify quantifiable nonmaterial nonconformities related to the Bid price. To this effect, the Bid price may be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component in the manner <b>specified in the BDS</b> .
<b>G. Evaluation of Technical Parts of Bids</b>			
30	<b>Evaluation of Technical Parts</b>	30.1	In evaluating the Technical Parts of each Bid, the Employer shall use the criteria and methodologies listed in this ITB and Section III, Evaluation and Qualification Criteria. No other evaluation criteria or methodologies shall be permitted.
31	<b>Determination of Responsiveness</b>	31.1	The Employer's determination of a Bid's responsiveness is to be based on the contents of the Bid itself, as defined in ITB 11.
		31.2	A substantially responsive Bid is one that meets the requirements of the bidding document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:

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			(a) if accepted, would:
			(i) affect in any substantial way the scope, quality, or performance of the Works specified in the Contract; or
			(ii) limit in any substantial way, inconsistent with the bidding document, the Employer's rights or the Bidder's obligations under the proposed Contract; or
			(b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids.
		31.3	The Employer shall examine the technical aspects of the Bid submitted in accordance with ITB 16, in particular, to confirm that all requirements of Section VII, Works' Requirements have been met without any material deviation, reservation or omission.
		31.4	If a Bid is not substantially responsive to the requirements of the bidding document, it shall be rejected by the Employer and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.
<b>32</b>	<b>Qualification of the Bidder</b>	32.1	The Employer shall determine to its satisfaction whether the eligible Bidders that have submitted substantially responsive Bid - Technical Parts meet the qualifying criteria specified in Section III, Evaluation and Qualification Criteria
		32.2	The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 17. The determination shall not take into consideration the qualifications of other firms such as the Bidder's subsidiaries, parent entities, affiliates, subcontractors (other than Specialized Subcontractors if permitted in the bidding document), or any other firm different from the Bidder. In case of shortfall documents, Clause No. 5.4.5 of Manual for Procurement of Works 2019 may prevail.
		32.3	If a Bidder does not meet the qualifying criteria specified in Section III, Evaluation and Qualification Criteria, its Bid shall be rejected by the Employer and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.
		32.4	Only Bids that are both substantially responsive to the bidding document and meet all Qualification Criteria shall have their "FINANCIAL PART" submitted in e-portal opened at the second public opening.
<b>33</b>	<b>Deleted</b>		
<b>H. Public Opening of Financial Parts of Bids</b>			
<b>34</b>	<b>Public Opening of Financial Parts</b>	34.1	Following the completion of the evaluation of the Technical Parts of the Bids, and the Employer may notify in writing or upload the same in e-portal those Bidders whose Bids were considered non-responsive to the bidding document or failed to meet the Qualification Criteria, advising them of the following information:
			(a) the grounds on which their Technical Part of Bid failed to meet the requirements of the bidding document;
			(b) their "FINANCIAL PART" uploaded in web portal will be not be opened; and

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		34.2	The Employer shall, simultaneously, notify in writing or upload in e-portal those Bidders whose Technical Part have been evaluated as substantially responsive to the bidding document and met all Qualifying Criteria, advising them of the following information:
			(a) their Bid has been evaluated as substantially responsive to the bidding document and met the Qualification Criteria;
			(b) their "FINANCIAL PART" uploaded in e-portal will be opened at the public opening of the Financial Parts; and
			(c) notify them of the date, time and location of the second public opening of the "FINANCIAL PART" <b>as specified in the BDS.</b>
		34.3	At this public opening the Financial Parts will be opened by the Employer in the presence of Bidders, or their designated representatives and anyone else who chooses to attend. Bidders who met the Qualification Criteria and whose bids were evaluated as substantially responsive will have their "FINANCIAL PART" opened.
		34.4	The Employer shall neither discuss the merits of any Bid nor reject "FINANCIAL PART".
		34.5	The Employer shall prepare a record of the Financial Part of the Bid opening that shall include, as a minimum:
			(a) the name of the Bidder whose Financial Part was opened;
			(b) the Bid price, per contract if applicable, including any discounts; and
		34.6	The Bidders whose "FINANCIAL PART" have been opened or their representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.
<b>I. Evaluation of Financial Parts of Bids</b>			
<b>35</b>	<b>Evaluation of Financial Parts</b>	35.1	To evaluate the Financial Part, the Employer shall consider the following:
			(a) the Bid price, excluding Provisional Sums and the provision, if any, for contingencies in the Summary Bill of Quantities for admeasurement contracts
			(b) price adjustment for correction of arithmetic errors in accordance with ITB 36.1;
			(c) price adjustment due to discounts offered in accordance with ITB 14.4;
			(d) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency ;
			(e) price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITB 29.3; and
			(f) the additional evaluation factors are specified in Section III, Evaluation and Qualification Criteria.

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		35.2	The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Bid evaluation.
<b>36</b>	<b>Correction of Arithmetical Errors</b>	36.1	In evaluating the Financial Part of each Bid, the Employer shall correct arithmetical errors on the following basis:
			(a) only for admeasurement contracts, if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Employer there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
			(b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
			(c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.
		36.2	Bidders shall be requested to accept correction of arithmetical errors. Failure to accept the correction in accordance with ITB 36.1, shall result in the rejection of the Bid.
<b>37</b>	<b>Conversion to single Currency</b>		Not Applicable
<b>38</b>	<b>Margin of Preference</b>		Not Applicable
<b>39</b>	<b>Comparison of Financial Parts</b>	39.1	The Employer shall compare the evaluated costs of all responsive and qualified Bids to determine the Bid that has the lowest evaluated cost.
<b>40</b>	<b>Abnormally Low Bids</b>	40.1	An Abnormally Low Bid is one where the Bid price, in combination with other constituent elements of the Bid, appears unreasonably low to the extent that the Bid price raises material concerns as to the capability of the Bidder to perform the Contract for the offered Bid price.
		40.2	In the event of identification of a potentially Abnormally Low Bid, the Employer shall seek written clarifications from the Bidder, including detailed price analyses of its Bid price in correlation to the subject matter of the contract, scope, proposed methodology, schedule, allocation of risks and responsibilities and any other requirements of the bidding document.
		40.3	After evaluation of the price analyses, in the event that the Employer determines that the Bidder has failed to demonstrate its capability to deliver the contract for the offered tender price, the Employer shall reject the Bid.
<b>41</b>	<b>Deleted</b>		

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42	Deleted		
43	<b>Employer's Right to Accept Any</b>	43.1	The Employer reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids at any time prior to Contract Award, without thereby incurring any liability to Bidders. In case of annulment, all Bids submitted and specifically, Bid Securities, shall be promptly returned to the Bidders.
<b>Bid, and to Reject Any or All Bids</b>			
44	<b>Standstill Period</b>		Not Applicable
45	<b>Notice of Intention to Award</b>	45.1	The Notification of Intention to Award shall contain, at a minimum, the following information:
			(a) the name and address of the Bidder submitting the successful Bid;
			(b) the Contract price of the successful Bid;
			(c) the names of all Bidders who submitted Bids, and their Bid prices as readout, and as evaluated;
<b>J.Award of Contract</b>			
46	<b>Award Criteria</b>	46.1	Subject to ITB 43, the Employer shall award the Contract to the successful Bidder
47	<b>Notification of Award</b>	47.1	Prior to the expiration of the Bid Validity Period the Employer shall transmit the Letter of Acceptance to the successful Bidder. The Letter of Acceptance shall specify the sum that the Employer will pay the Contractor in consideration of the execution of the contract (hereinafter, and in the Conditions of Contract and Contract Forms, called "the Contract Price")
		47.2	At the same time, the Employer shall publish the Contract Award Notice which shall contain, at a minimum, the following information:
			(a) name and address of the Employer;
			(b) name and reference number of the contract being awarded, and the selection method used;
			(c) the name of the successful Bidder, the final total contract price, the contract duration and a summary of its scope.
		47.3	The Contract Award Notice shall be published on the Employer's website with free access.
		47.4	Until a formal Contract is prepared and executed, the Letter of Acceptance shall constitute a binding Contract.
48	<b>Debriefing by the Employer</b>		Not Applicable
49	<b>Signing of Contract</b>	49.1	Promptly upon Notification of Award, the Employer shall send the successful Bidder the Contract Agreement.

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		49.2	Within ten (10) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Employer.
50	Performance Security	50.1	1.1. Within Ten (10) days of the receipt of the letter of acceptance from the employer , the successful Bidder shall furnish the 5 %_Performance Security. The Employer shall retain 5% of Security deposit along with agreement and further 5% amount shall be deducted from the each running bills of the contractor. After the complete work, total of 10% of the security deposit shall be retained by the BSCL in accordance with the General Conditions of Contract, using for that purpose the Performance Security, Contract Forms, or another form acceptable to the Employer. If the Performance Security furnished by the successful Bidder is in the form of a BG/ FDR, it shall be issued by a bonding or insurance company that has been determined by the successful Bidder to be acceptable to the Employer.
		50.2	Failure of the successful Bidder to submit the above mentioned Performance Security, or to sign the Contract Agreement shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Employer may award the Contract to the Bidder offering the next Most Advantageous Bid.
		50.3	Performance Security will be released after successful completion of one year of Defect Liability period in following manner:- <ol style="list-style-type: none"> <li>1) 5.0 % of the Performance Security will be released at the end of 2<sup>nd</sup> year after the work completion.</li> <li>2) 2.5 % of the Performance Security will be released at the end of 3<sup>rd</sup> year after the work completion.</li> <li>3) 2.5 % of the Performance Security will be released at the end of 4<sup>th</sup> year after the work completion.</li> </ol>

## SECTION II - BID DATA SHEET (BDS)

Bid Data Sheet (BDS)	
<b>A. General</b>	
<b>BDS 1.1</b>	<p>The Employer is: Bareilly Smart City Limited</p> <p>The name of the RFP is “<b>Engineering, Procurement &amp; Construction of 8.10 km of Major Road Development in ABD Area on EPC Mode with 1 year Defect Liability and 3 years of Operation &amp; Maintenance</b>”.</p> <p>Type of Contract : <b>Item Rate Contract</b></p>
<b>BDS 1.2</b>	<p>The number and identification of comprising this RFP is:</p> <p><b>Electronic –Procurement System</b></p> <p>The Employer shall use the following electronic-procurement system to manage this Bidding process: <a href="http://www.etender.up.nic.in">http://www.etender.up.nic.in</a></p> <p>The electronic-procurement system shall be used to manage the following aspects of the Bidding process:</p> <ul style="list-style-type: none"> <li>· Technical Proposal containing all the required documents in the required formats.</li> <li>· Financial Proposal: The Priced Bid shall be uploaded through web-portal only.</li> </ul>
<b>B. Contents of Bidding Document</b>	
<b>BDS 2</b>	<p>For <u>clarification purposes</u> only, the Employer’s address is:</p> <p>Address Electronic mail address: ceo.bscl01@gmail.com</p> <p>Requests for clarification should be received by the Employer no later than: <b>2 days (Two days) before the pre-bid meeting</b></p>
<b>BDS 3</b>	<p>A Pre-Bid meeting “<b>shall</b>” take place at following venue and time.</p> <p>Date: _____ Time: _____</p> <p>Place: _____</p>
<b>BDS 4</b>	<p>Web page: <a href="http://www.etender.up.nic.in">http://www.etender.up.nic.in</a></p>
<b>C. Preparation of Bids</b>	
<b>BDS 5</b>	<p>The language of the Bid is: <b>English</b></p> <p>All correspondence exchange shall be in <b>English</b> language.</p> <p>Language for translation of supporting documents and printed literature is <b>English</b></p>
<b>BDS 6</b>	<p>The prices quoted by the Bidder <b>shall be</b> subjected to adjustment during the performance of the Contract in accordance with <b>PCC</b></p>
<b>BDS 7</b>	<p>The price shall be quoted by the Bidder in: <b>Indian Rupees</b></p>

<b>Bid Data Sheet (BDS)</b>	
<b>BDS 8</b>	The Bid validity period shall be <b>120</b> days
<b>BDS 9</b>	<p>In absence of the Bid- Security &amp; Bid Document Fee the bidder shall be treated as non-responsive.</p> <p>A Bid-Securing Declaration <b><i>shall not be</i></b> required.</p> <p>If a Bid Security/EMD shall be required, the amount and currency of the Bid Security shall be: <b>Rs. 1.30 Crore INR /-</b></p> <p>In Favour of : <b>Chief Executive Officer, Bareilly Smart City Limited, Bareilly</b></p> <p>Validity: Minimum period of 180 days (i.e 60 days beyond validity of bid) from date of submission of bid</p> <p>Bid Document fee of INR 29,500/- (Rupees Twenty-Nine Thousand Five hundred only) is also to be deposited separately.</p>
<b>BDS 10</b>	The written confirmation of authorization to sign on behalf of the Bidder shall consist of; <b><i>Duly executed Power of Attorney in favour of person who is submitting the Bid</i></b>
<b>D. Submission of Bids</b>	
<b>BDS 11</b>	<p>For <b><u>Bid submission purposes</u></b> only, the:</p> <p>Date: _____, Time: _____</p> <p>Bidders <b><i>“shall” mandatorily submit all the Bid in online portal.</i></b></p> <p>The electronic bidding submission procedures shall be:</p> <p>The bidder would be required to register on the e-procurement market place <a href="http://www.etender.up.nic.in">www.etender.up.nic.in</a> and submit their bids online. Bidders are requested to submit the bid in two stages:</p> <p>Stage – I: Eligibility and Technical Bid Stage.</p> <p>Stage – II: Financial Bid Stage.</p> <ul style="list-style-type: none"> <li>· The first stage will cover the qualifications and eligibility criteria and the technical bid. The bidder shall upload documents in support of the above. The bidder shall submit price bid online under second stage which may include proposals for financing to cover part of the Scope of Work as per bid documents before the bid submission closing date.</li> <li>· Declaration should be given by the bidder for the correctness of the credentials submitted by him</li> </ul>
<b>E. Public Opening of Technical Parts of Bids</b>	
<b>BDS 12</b>	<p>The Bid opening shall take place at: <b>Bareilly Smart City Office, Nagar Nigam, Bareilly</b></p> <p>Email Id:-ceo.bscl01@gmail.com</p> <p>Date : ..... Time : .....</p> <p>The electronic Bid opening procedures shall be: <b><i>Bid opening will be as per the e-procurement procedures.</i></b></p>

### SECTION III - EVALUATION AND QUALIFICATION CRITERIA

#### Eligibility Criteria

##### General Instructions to the Bidder

1. No Bidder shall submit more than one Bid for the Project.
2. A Bidder bidding individually shall ensure that Power of Attorney is legalized / apostille by appropriate authority notarized in the jurisdiction where the Power of Attorney is being issued and requirement of Indian Stamp Act is duly fulfilled.
3. The Bidder should submit a Power of Attorney as per the format provided in Annexure 9, authorizing the signatory of the Bid to commit the Bidder.
4. The Bid should include a brief description of the roles and responsibilities of individual members, particularly with reference to financial, technical and O&M obligations;

##### Bid shall be submitted in 2 separate parts:

- a. Technical Eligibility
- b. Financial Eligibility

##### a. Technical Eligibility

##### Tenderer will have to upload the following documents to qualify for the Technical Eligibility:

**Bidder:** Each intending Bidder may be a natural person/ sole proprietorship/ Company/ Partnership firm/ Limited Liability Partnership (LLP) having authority to participate in this RFP.

Bidder shall enclose the relevant registration certificates.

- a. GST Registration Certificate
- b. PAN Card Copy
- c. PF Registration Certificate
- d. **Income Tax:** Income tax return copy of last 3 years (FY 2016-17, 2017-18 and 2018-19) duly attested by Chartered Accountant.
- e. **EMD:** Bidder has to submit EMD through RTGS/ NEFT or Bank Guarantee pledged in favor of Chief Executive Officer, Bareilly Smart City Limited, Bareilly or Bank Guarantee from Nationalized Banks. In case the EMD is submitted in form of Bank Guarantee then the Bidder will upload the scanned copy of the instrument along with the technical bid and same shall be submitted in original at BSCL office within 3 days of Bid submission due date.
- f. **Self-declaration:** Self-declaration certificate by Bidder in the form of Affidavit is to be submitted.( Annexure 11)
- g. **Non-Blacklisting:** As on date of submission of the proposal, the Bidder should not have been blacklisted by any State / Central Government Department from any project work in India. (Annexure 15)
- h. **No Relation Certificate:** No Relationship Certificate (format Annexure 12).
- i. **Manpower:** Educational Qualification of Technical Employees employed as stated in

Scope of work under Manpower during Execution of the project.

- j. **Experience Certificate:** Experience Certificate of having successfully completed similar works during last 7 years
- i. At least One similar\* work of value 52.0 Crores.  
Or
  - ii. At least Two similar\* works of value 32.0 Crores each.  
Or
  - iii. At least Three similar\* works of value 25.0 Crores each.

\*Similar work means, Integrated Road Development projects.

- k. **Net Worth:** The Bidder shall have positive net worth in the last Financial Years i.e. for FY 2018-19. Certificate from the Statutory Auditor/CA
- l. **Turnover:** The Applicant shall have an Average Annual Turnover of **Rs.38.0 Crores (Thirty Eight Crores only)** for the last three financial years (2016-17, 2017-18, 2018-19) immediately preceding the Bid Due Date from Civil Engineering Project only.
- m. The Bidder should have made profit during each of the last three financial years, ending on March 31, 2019.
- n. The Bidder should have credit facilities/ solvency certificates from any Nationalized/ Scheduled Bank for not less than INR Rs. 65 crores (Sixty Five Crores only).

**BID CAPACITY:** Bidders who meet the minimum qualification criteria will be qualified only if their available bid capacity is more than the total estimated project cost. The available bid capacity will be calculated as under:

$$\text{Assessed Available Bid capacity} = \{ (A * N * M) - B \}$$

Where,

- i. A = Maximum value of civil engineering works executed in any one year during the last five years (updated to the price level of the last year at the rate of 10 percent a year) taking into account the completed as well as works in progress.
- ii. N = Number of years prescribed for completion of the works for which bids are invited (1.0 year).
- iii. M = M is taken 2
- iv. B = Value, at the current price level, of existing commitments and on-going works to be completed during the period of completion of the works for which bids are invited

**Note:**

- The Bid Capacity shall be certified by any Chartered Accountant.
- The statements showing the value of existing commitments and on-going works as well as the stipulated period of completion remaining for each of the works listed

should be certified by any Chartered Accountant as per the format provided in **Annexure 7**

- All the eligible project for claiming experience should have been executed for Central/State Government Departments (or) Central/State Autonomous Bodies (or) Central/State Public Sector
- Any projects executed for Private client / authority shall also be considered
- All the eligible project for claiming experience should have been executed in India
- The bidder should submit the certificate for successfully completing the above projects from client/Govt. Agency and signed by not below the rank of executive engineer/Equivalent Authority.

**\*All the above stated documents are required to be duly attested by the Contractor/Bidder under the company seal.**

**\* If any of the above documents is found missing or incorrect, then the bid will be disqualified.**

**\*Proof of having successfully completed similar works must be submitted in the form of a Completion certificate issued by the Client.**

**JOINT VENTURE/CONSORTIUM: NOT Allowed.**

Even though the Bidder meets the above qualifying criteria, he is subject to be disqualified if he has;

- a. Made a misleading or false representation[s] in the Forms, Statements and Attachments Submitted in Proof of the Qualification Requirements.

**And/ or**

- b. A record of poor performance such as Abandoning a work, Poor quality of work, Claim, Litigation History, or Financial failures etc. in any State Govt. organization/services/corporations/local body etc. (by whatever names these are called).

**b. Financial Eligibility Criteria / Selection Process**

The financial Bid will be opened only if the bidder successfully qualifies the technical Bid round. **Ranking order for Bid for Selection of Contractor** – Lowest Price to highest price. The bidder which qualifies all the conditions mention in the bid document and has quoted the lowest rate shall be selected for the contract.

**Drawl of Agreement:** If L1 bidder does not turn up for agreement after finalization of the tender, then he shall be debarred from participation in bidding at least for three years in BSCL and action may be taken to blacklist the contractor. In that case, the L2 bidder, if fulfilling, other required criteria, would be called for drawing agreement for execution of the work subject to the condition that L2 bidder negotiates his/her/their rate and terms and conditions as per with the rate quoted by the L1 bidder, otherwise the tender will be cancelled.

## 1. Conflict of Interest

An Applicant shall not have a conflict of interest that may affect the Selection Process or the work (the "Conflict of Interest"). Any Applicant found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall forfeit and appropriate the Bid Security as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, the time, cost and effort of the Authority including consideration of such Applicant's Proposal, without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise. A Bidder may be considered to have a conflict of interest for the purpose of this Bidding process, if the Bidder:

- 1.1.1 directly or indirectly controls, is controlled by or is under common control with another Bidder; or
- 1.1.2 receives or has received any direct or indirect subsidy from another Bidder; or
- 1.1.3 has the same legal representative as another Bidder; or
- 1.1.4 has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the Bid of another Bidder, or influence the decisions of the Employer regarding this bidding process; or
- 1.1.5 any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the Bid; or
- 1.1.6 any of its affiliates has been hired (or is proposed to be hired) by the Employer or Borrower as Project Manager for the Contract implementation;
- 1.1.7 Would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the RFP that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm;
- 1.1.8 Has a close business or family relationship with a professional staff of the Borrower (or of the project implementing agency, or of a recipient of a part of the loan) who: (i) are directly or indirectly involved in the preparation of the bidding document or specifications of the contract, and/or the Bid evaluation process of such contract; or (ii) would be involved in the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Bank throughout the procurement process and execution of the contract.
- 1.2 A Bidder shall be liable for disqualification if any legal, financial or technical adviser of the Employer in relation to the Project is engaged by the Bidder, or any of its Members, as the case may be, in any manner for matters related to or incidental to the Project. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder, its Member in the past but its assignment expired or was terminated 6 (six) months prior to the date of issue of this RFP.
- 1.3 The Authority requires that the bidders / contractors observe the highest standard of ethics during the procurement and execution of such contracts and at all times hold the Authority's interest paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Agency shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the Authority.

## SECTION IV: BIDDING FORMS

### ANNEXURE 1: Letter of Bid - Technical Part

**Date of this Bid submission:** *[insert date (as day, month and year) of Bid submission]*

**Request for Bid No.:** *[insert identification]*

To:

Chief Executive Officer,  
Bareilly Smart City Limited  
Bareilly

We, the undersigned, hereby submit our Bid, in two parts, namely:

- (a) the Technical Part, and
- (b) the Financial Part

In submitting our Bid, we make the following declarations:

- (a) **No reservations:** We have examined and have no reservations to the bidding document, including Addenda issued in accordance with Instructions to Bidders (ITB 8);
- (b) **Eligibility:** We meet the eligibility requirements and have no conflict of interest in accordance with ITB 4;
- (c) **Conformity:** We offer to execute in conformity with the bidding document the following Works: *[insert a brief description of the Works]*
- (d) **Bid Validity Period:** Our Bid shall be valid for a period specified in BDS 8 (or as amended if applicable) from the date fixed for the Bid submission deadline specified in BDS 11 (or as amended if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (e) **Performance/Bid Security:** If our Bid is accepted, we commit to obtain a Performance Security in accordance with the bidding document;
- (f) **One Bid Per Bidder:** We are not submitting any other Bid(s) as an individual Bidder or as a subcontractor.
- (g) **State-owned enterprise or institution:** *[select the appropriate option and delete the other] [We are not a state-owned enterprise or institution] / [We are a state-owned enterprise]*
- (h) **Binding Contract:** We understand that this Bid, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- (i) **Not Bound to Accept:** We understand that you are not bound to accept the lowest evaluated cost Bid, the Most Advantageous Bid or any other Bid that you may receive; and
- (j) **Fraud and Corruption:** We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption;

**Name of the Bidder:** *[insert complete name of person signing the Bid]*

**Name of the person duly authorized to sign the Bid on behalf of the Bidder: \*\*** *[insert complete name of person duly authorized to sign the Bid]*

**Title of the person signing the Bid:** *[insert complete title of the person signing the Bid]*

**Signature of the person named above:** *[insert signature of person whose name and capacity are shown above]*

**Date signed** *[insert date of signing]* **day of** *[insert month]*, *[insert year]*

Date signed \_\_\_\_\_ day of \_\_\_\_\_,

\*\* : Person signing the Bid shall have the power of attorney given by the Bidder to be attached with the Bid

**ANNEXURE 2: Key Personnel**

**Schedule**

Bidders should provide the names and details of the suitably qualified Key Personnel to perform the Contract. The data on their experience should be supplied using the Form below for each candidate.

Technical Part: Bidder’s Qualification

<b>Name of Bidder</b> :			
<b>Position</b> :			
<b>Personnel Information</b>	<b>Name</b>	<b>Date of Birth</b>	
	<b>Professional qualifications :</b>		
<b>Experience Details</b>	<b>Name of Employer :</b>		
	<b>Address of Employer:</b>		
	<b>Telephone :</b>		<b>Contact:</b>
	<b>Fax :</b>		<b>Email :</b>
	<b>Job title</b>		<b>Years with present employer</b>
	<b>From</b>	<b>To</b>	<b>Company/Project/Position/Relevant technical and management experience</b>

To establish its qualifications to perform the contract in accordance with Section III (Evaluation and Qualification Criteria) the Bidder shall provide the information requested in the corresponding Information Sheets included hereunder.

**ANNEXURE 3 : Bidder Information**

**Bidder Information Form**

Date: \_\_\_\_\_

RFB No. and title: \_\_\_\_\_ Page \_\_\_\_\_ of \_\_\_\_\_ pages

Bidder's name

Bidder's actual or intended country of registration:

*[indicate country of Constitution]*

Bidder's actual or intended year of incorporation:

Bidder's legal address [in country of registration]:

Bidder's authorized representative information

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone/Fax numbers: \_\_\_\_\_

E-mail address: \_\_\_\_\_

1. Attached are copies of original documents of  
Articles of Incorporation (or equivalent documents of constitution or association),
2. Included are the organizational chart and a list of Board of Directors

**ANNEXURE 4: Litigation History**

Date: DD/MM/YYYY Bidder's

Name: \_\_\_\_\_

RFP No. and Title: \_\_\_\_\_

Page \_\_\_ of \_\_\_ pages

Non-Performed Contracts			
<input type="checkbox"/> Contract non-performance did not occur since 1 <sup>st</sup> January [ <i>insert year</i> ]			
<input type="checkbox"/> Contract(s) not performed since 1 <sup>st</sup> January [ <i>insert year</i> ]			
Year	Non-performed portion of contract	Contract Identification	Total Contract Amount (current value, currency, exchange rate and INR equivalent)
		Contract Identification: Name of Employer: Address of Employer: Reason(s) for non-performance: [ <i>indicate main reason</i> ]	
Pending Litigation			
<input type="checkbox"/> No pending litigation <input type="checkbox"/> Pending litigation			

Pending Litigation, in accordance with section III, Evaluation and Qualification Criteria

Year of dispute	Amount in dispute (IN Rs.)	Contract Identification	Total Contract Amount (In Rs.)
		Contract Identification: Name of Employer: Address of Employer: Matter in dispute: Party who initiated the dispute: Status of dispute:	
		Contract Identification: Name of Employer: Address of Employer: Matter in dispute: Party who initiated the dispute: Status of dispute:	

**Signature of the Bidder**

Information on litigation history in which Bidder is the Petitioner.

S. No	Case No. / Year	Court where filed.	Subject Matter / Prayer in the case.	Respondents i.e., SE / CE	Present Stage.
1	2	3	4	5	6

(To be provided by the Bidder/each Member/Associate for any material non-performance or contractual non-compliance in past projects, contractual disputes and litigation/ arbitration in the last 5 years preceding the Bid Due Date)

Sl, No	Name	Forum and Counterparty With Contract Identification	Brief Description of the matter	Estimated financial liability	Current Status of Litigation	Orders passed against the Bidder/Member

Bidder must not hide any information regarding litigation or blacklisting otherwise legal action may be initiated in case of wrong information submitted by the bidder.

**Signature of the Bidder**

**ANNEXURE 4: FIN 1**

**Financial Situation and Performance**

Bidder's Name \_\_\_\_\_

Date \_\_\_\_\_

RFB No \_\_\_\_\_

**1. Financial data<sup>#</sup>**

Type of Financial information in INR	Historic information for previous _____ years,				
	Year 1	Year 2	Year 3	Year 4	Year 5
Statement of Financial Position (Information from Balance Sheet)					
Total Assets (TA)					
Total Liabilities (TL)					
Total Equity/Net Worth (NW)					
Current Assets (CA)					
Current Liabilities (CL)					
Working Capital (WC)					
Information from Income Statement					
Total Revenue (TR)					
Profits Before Taxes (PBT)					
Cash Flow Information					
Cash Flow from Operating Activities					

# The Financial Certificate shall be certified by the Statutory Auditor / Chartered Accountant.

**ANNEXURE 5: FIN 2**

**Average Annual Turnover**

Bidder's Name: \_\_\_\_\_

Date: \_\_\_\_\_

S. No.	Financial Year	Annual Construction (INR Crore)	Turnover
1	Financial Year 2016-17		
2	Financial Year 2017-18		
3	Financial Year 2018-19		

Note: The audited Financial Statements for the corresponding year has to be attached.

Name of the auditor issuing the certificate

Name of the auditor's Firm:

Seal of the auditor's Firm:

Date:

(Signature, name and designation of the authorised signatory for the Auditor's Firm)

**ANNEXURE 6: Financial Resources**

Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total construction cash flow demands of the subject contract or contracts

<b>Financial Resources</b>		
<b>No.</b>	<b>Source of financing</b>	<b>Amount (INR equivalent)</b>
1		
2		
3		

**ANNEXURE 7: Current Contract Commitments / Works In Progress**

Bidders should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.

Current Contract Commitments					
No.	Name of Contract	Employer's Contact Address, Tel, Fax	Value of Outstanding Work [Current INR Equivalent]	Estimated Completion Date	Average Monthly Invoicing Over Last Six Months [INR month]
1					
2					
3					
4					
5					

# This document shall be certified by the Chartered Accountant.

Name of the Chartered Accountant certifying the document

Seal of the Chartered Accountant:

Date:

(Signature, name and designation of the authorised signatory for the Chartered Accountant)

**ANNEXURE 8: Letter Of Bid - Financial Part**

**Date of this Bid submission:** *[insert date (as day, month and year) of Bid submission]*

**Request for Bid No.:** *[insert identification]*

To:

*Chief Executive Officer,  
Bareilly Smart City Limited  
Bareilly*

We, the undersigned, hereby submit the second part of our Bid, the Bid Price and Bill of Quantities. This accompanies the Letter of Technical Part.

In submitting our Bid, we make the following additional declarations:

- (a) **Bid Validity Period:** Our Bid shall be valid for a period specified in BDS 8 (or as amended if applicable) from the date fixed for the Bid submission deadline specified in BDS 11 (or as amended if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (b) **Commissions, gratuities and fees:** We have paid, or will pay the following commissions, gratuities, or fees with respect to the Bidding process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity].*

Name of Recipient	Address	Reason	Amount

(If none has been paid or is to be paid, indicate "none.")

**Name of the Bidder:** *\*[insert complete name of person signing the Bid]*

**Name of the person duly authorized to sign the Bid on behalf of the Bidder:** *\*\* [insert complete name of person duly authorized to sign the Bid]*

**Title of the person signing the Bid:** *[insert complete title of the person signing the Bid]*

**Signature of the person named above:** *[insert signature of person whose name and capacity are shown above]*

**Date signed** *[insert date of signing] day of [insert month], [insert year]*

**\*\*:** Person signing the Bid shall have the power of attorney given by the Bidder. The power of attorney shall be attached with th Bid Schedules

**BILL OF QUANTITIES**

		<u>Item Rate BoQ</u>					
<input type="button" value="Validate"/> <input type="button" value="Print"/> <input type="button" value="Help"/>							
Name of the Bidder/ Bidding Firm / Company :		NUMBER #	TEXT #	NUMBER R #	NUMBER R #	NUMBER R #	NUMBER R #
Sl. No.	Item Description	Quantity	Units	BASIC RATE + GST+ other applicab le govt norms In Figures To be entered by the Bidder Rs. P	TOTAL AMOU NT Taxes	TOTAL AMOU NT With Taxes	TOTAL AMOU NT
1	2	4	5	13	53	54	
2	FoothPath						

3	Dismantling of flexible pavement (bituminous courses) by mechanical means and disposal of dismantled material up to a lead of 1 kilometre, as per direction of Engineer-in-charge.	7062.00	Cu.m.	0.00	0.00
4	Scarifying the existing bituminous road surface to a depth of 50 mm and disposal of scarified material within all lifts and lead upto 1km (by mechanical means).	24230.00	sqm	0.00	0.00
5	<b>Dismantling of Existing Bus Stop</b>				
6	Demolishing cement concrete manually/by mechanical means including disposal of material within 50 metres lead as per direction of Engineer-in-charge.				
7	Nominal concrete 1:4:8 or leaner mix (i/c equivalent design mix)	59.00	cum	0.00	0.00
8	Demolishing R.C.C. work manually/ by mechanical means including stacking of steel bars and disposal of unserviceable material within 50 metres lead as per direction of Engineer - in- charge.	59.00	cum	0.00	0.00
9	Extra for cutting reinforcement bars manually / by mechanical means in R.C.C.or R.B.work (Payment shall be made on the cross sectional area of R.C.C.or R.B. work) as per direction of Engineer-in-charge.	49.00	cum	0.00	0.00
10	Extra for scrapping, cleaning and straightening reinforcement from R.C.C. or R.B. work.	3700.00	kg	0.00	0.00
11	Removing mortar from bricks and cleaning bricks including stacking within a lead of 50 m (stacks of cleaned bricks shall be measured):				
12	From brick work in cement mortar	21.00	1000 Nos	0.00	0.00

<b>13</b>	Dismantling steel work in built up sections in angles, tees, flats and channels including all gusset plates, bolts, nuts, cutting rivets, welding etc. including dismembering and stacking within 50 metres lead	10400.00	kg		0.00	0.00
<b>14</b>	Dismantling tile work in floors and roofs laid in cement mortar including stacking material within 50 metres lead.					
<b>15</b>	For thickness of tiles 10 mm to 25 mm	340.00	sqm		0.00	0.00
<b>16</b>	Preparation and consolidation of sub grade with power road roller of 8 to 12 tonne capacity after excavating earth to an average of 22.5 cm depth, dressing to camber and consolidating with road roller including making good the undulations etc. and re-rolling the sub grade and disposal of surplus earth with lead upto 50 metres.	64751.00	Sqm		0.00	0.00
<b>17</b>	Excavation for road work in soil with hydraulic excavator of 0.9 cum bucket capacity including cutting and loading in tippers, trimming bottom and side slopes, in accordance with requirements of lines, grades and cross sections, and transporting to the embankment location within all lifts and lead upto 1000 m.	22486.00	Cu.m.		0.00	0.00
<b>18</b>	Plain cement concrete 1:3:6 nominal mix in foundation with crushed aggregate 40 mm nominal size mechanically mixed, placed in foundation and compacted by vibration including curing for 14 days.	3763.00	Cu.m.		0.00	0.00
<b>19</b>	Granular Sub-Base with coarse Graded material (Table 400-2) Construction of granular sub-base by providing coarse graded material, spreading in uniform layers with motor grader on prepared surface, mixing by mix in place method with rotavator at OMC and compacting with vibratory roller to achieve the desired density, complete as per clause 401	9537.00	Cu.m.		0.00	0.00

20	<p>Providing and laying factory made chamfered edge Cement Concrete paver blocks in footpath, parks, lawns, drive ways or light trafficparking etc, of required strength, thickness &amp; size/ shape, made bytable vibratory method using PU mould, laid in required colour &amp;pattern over 50mm thick compacted bed of sand, compacting andproper embedding/laying of inter locking paver blocks into the sandbedding layer through vibratory compaction by using plate vibrator,filling the joints with sand and cutting of paver blocks as per requiredsize and pattern, finishing and sweeping extra sand. complete all asper direction of Engineer-in-Charge.</p>				
21	<p>80mm thick cement concrete paver block of M-30 grade with approved colour, design &amp; pattern.</p>	22661.00	sqm	0.00	0.00
22	<p>Providing and laying factory made 80 mm thick interlocking Cement Concrete tiles (30 mpa) including 25 mm thick compacted bed of fine sand compacting and proper embedding /laying of interlocking tiles leveling and dressing of surface and including labour and T&amp;P etc. but excluding of all material, labour T&amp;P etc. required for proper completion of work as directer by engineer in charge</p>	14150.00	sqm	0.00	0.00
23	<p>COBBLE STONE -Providing and laying 60mm thick facioy made of M -30 grade , of approved size, design &amp; shape, laid in required colour and pattern over and including 50mm thick compacted bed of coarse sand, filling the joints with line sand etc. all complete as per the direction of Engineer-in-charge. (approved makes Unistone, espania, Pavit or equivalent as per engineer-in-charge)</p>	3077.00	sqm	0.00	0.00
24	<p>Providing and laying at or near ground level factory made kerb stone of M-25 grade cement concrete in position to the required line, level and curvature, jointed with cement mortar 1:3 (1 cement: 3 coarse sand), including making joints with or without grooves (thickness of joints except at sharp curve shall not to more than 5mm), including making drainage opening wherever required complete etc. as per direction of Engineer-in-charge (length of finished kerb edging shall be measured for payment). (Precast C.C. kerb stone shall be approved by Engineer-in-charge).</p>	8647.00	rmtr	0.00	0.00
25	Road				

<b>26</b>	Providing and laying tack coat with bitumen VG-10 using bitumen pressure distributor at the rate of 0.30 Kg. Per sqm on the prepared bituminous surface cleaned with mechanical broom.	99112.00	SQM		<b>0.00</b>	<b>0.00</b>
<b>27</b>	Providing and laying bituminous concrete with 60-90 TPH batch type hot mix plant producing an average output of 75 tonne per hour using crushed aggregates of specified grading, premixed with bituminous binder VG-30 @ 5.4 percent of mix and filler, transporting the hot mix to work site, laying with a hydristatic paver finisher with sensor control to the required grade, level and alignment, rolling with smooth wheeled, vibratory and tandem rollers to achieve the desired compaction as per MoRT&H Specifications clause 509 complete in all respects.	3967.00	Cu.m.		<b>0.00</b>	<b>0.00</b>
<b>28</b>	Providing and laying dense graded bituminous macadam with 60-90 TPH batch type HMP producing an average output of 75 tonne per hour using crushed aggregates of specified grading premixed with bituminous binder VG-30 @ 4.5 percent by weight of total mix and filler, transporting the hotmix to work site, laying with a hydrostatic paver finisher with sensor control to the required grade, level and alignment, rolling with smooth wheeled, vibratory and tandem rollers to achieve the desired compaction as per MoRTH Specifications clause 507 complete in all respects.	7433.65	Cu.m.		<b>0.00</b>	<b>0.00</b>
<b>29</b>	Supplying and stacking at site.					
<b>30</b>	Good earth	16683.00	cum		<b>0.00</b>	<b>0.00</b>
<b>31</b>	Filling available excavated earth (excluding rock) in trenches, plinth, sides of foundations etc. in layers not exceeding 20cm in depth, consolidating each deposited layer by ramming and watering, lead up to 50 m and lift upto 1.5 m.	4712.00	Cu.m.		<b>0.00</b>	<b>0.00</b>
<b>32</b>	Providing and laying reinforced cement concrete in superstructure as per drawing and technical specifications Clauses 800, 1205.4 and 1205.5	811.00	Cu.m.		<b>0.00</b>	<b>0.00</b>

33	Providing, laying, spreading and compacting graded stone aggregate to wet mix macadam specifications including premixing the material with water at OMC in mechanical mix plant, carriage of mixed material by tipper to site laying in uniform layers in sub-base/base course on a well prepared under base and compacting with power vibratory-roller to achieve the desired density including lighting, guarding, barricading and maintenance of diversion etc.	1420.00	Cu.m.	0.00	0.00
34	<b>MISCELLANEOUS</b>				
35	<b>Bollard</b>				
36	Fabrication, Supply of SS-304 grade Bollard having the 900mm Height, 75mm dia and 150 dia Base plate with three holes for fixing provision. Installation of bollard on existing floor with chemical fastener hilti make as per satisfactory by site incharge. Bollard shall be manufacture with laser cutting, CNC Turret machine, CNC Bending machine, Powdercoating Machine. All Weilding should not be visible, properly finished by grainder, buffer machines done by TUV certified welder only. Proof of own machines of OEM will be submitted by contractor. Make: Neelkanth, Ozone, Balaji Steel Industry only.	2047.00	nos	0.00	0.00
37	<b>DUSTBIN</b>				
38	Fabrication and supply of Pole Mounted Double Dustbin made with stainless steel 304 grade, both dustbin having the height 825mm & Outer Dia 375 mm with 1.2mm thk sheet. All around diamond shaped laser cut/Turret Punching Perforation, both dustbin shall be Mounted with connector rods on 75mm outer diax1000mm long SS-304 grade Pole with 150 mm outer dai base plate have 3nos of hole for fixing on floor. Dustbin shall be manufacture with laser cutting, CNC Turret machine, CNC Bending machine, Powdercoating Machine. All Weilding should not be visible, properly finished by grainder, buffer machines done by TUV certified welder only. Proof of own machines of OEM will be submitted by contractor. Make: Neelkanth, Ozone, Balaji Steel Industry only.	191.00	nos	0.00	0.00

39	Fabrication and installation of MS powder coated "U Shape" Dual Unit dustbins Internal Size- 325mm x 250mm x 500mm (H) Bin shall be made of 25x50mm section tube as an vertical support & 1.5mm thick MS sheet with laser cut perforation on vertical sides. Perforation on bottom base plate. Bin shall be powder coated of minimum grade of 60 micron. Provision for fixed with fastener on Pre-cast concrete block. vendor must have the own powder coating facility & submit the proof along with bid. (Note: Installation, J Bolt/ Fastner as per approved make & Civil/CC Footing work included approved makes :kich, ozone,	84.00	nos	0.00	0.00
40	<b>TENSILE CANOPY</b>			0.00	0.00
41	Providing and fixing imported tensile fabric of make Ferrari or equivalent, over steel frames with all fittings and fixtures such as centenary cables PVC/SS membrane plates, swedge, fork etc. as per the direction of Engineer in Charge. Rate is inclusive of design providing and fixing fabric with all necessary accessories as required as per approved design complete. (Material Specification: - Tie Cables Galvanized Steel Core Make :- Usha Martin / Bharat Wire Rope, Material of End terminals and Nut bolts SS 304, End plates Mild Steel with Hot dip galvanized along with powder coating , Fabric Fixing Nuts and bolts HDG with 80 microns.	1681.00	sqm		
42	<b>S.S BENCHES</b>			0.00	0.00
43	SS Bench (4 Seater): Fabrication, Supply and Instalation of SS 304 Grade 4 Seater Tubular Bench with backrest having Satin Finish, Size of 1800mm length X 600mm widthX 450 mm seat height with tubular seats made with 16mm dia tube & 50mm dia SS-304 tube, backrest has supported on 5 mm thick laser cut profile fins, 2 legs made of 2mm thk SS sheet fixed with the push fit component mechanism. Bench shall be manufacture with laser cutting, CNC Turret machine, CNC Bending machine, Powdercoating Machine. All Weilding should not be visible, properly finished by grainder, buffer machines done by TUV certified welder only. Proof of own machines of OEM will be submitted by contractor. Make: Neelkanth, Ozone, Balaji Steel Industry only.	28.00	nos		
44	<b>VENDING KIOSK</b>				

45	<p>Fabrication, Providing of Vending Kiosk having the size 2500 (L) x2500(B) x2400(H). Fabrication Wall &amp; Ceiling Panel: Fabrication and supply of Walls and Ceiling Panel 80 mm thick honey comb panels. made with 0.8 mm thick GPSP (Galvanized Plain Skin Pass) Sheet duly fitted with 78 mm thick honeycomb structure fixed with Adhesive of henkel or equivalent. Each pannel has to cold pressed after pasting honey comb cardboard grid. and pannels should be sealed by in built hook process for better strength. powder coating has to be done on selected color with thickness 60 to 80 micron. all pannels joints gaps should be sealed with filled with warther cure silicon.</p> <p>Self &amp; False Ceiling: Fabrication and supply of wall Self, false ceiling and counter made of 0.8 mm GPSP (Galvanized Plain Skin Pass) Sheet. Powder coating has to be done on selected color with thickness 60 to 80 micron. SS-304: Fabrication and supply of SS-304 grade material for internal Structure, laser cut fins and Planters.</p> <p>10mm Toughened Glass: Fabrication and supply of 10MM Toughened Glass fixed on Laser cut fin with Spiders and Roulit bolts. Backlit Signage: Fabrication and Supply of Backlit signage with 22 watts LED light complete with all wiring at left side, right side, top of the shutter along with provision of back side.</p>				
46	<p>Electrical Work: Electrical Work Includes all Wiring, Wall hanging Fan and internal lighting. Laser Cur Artwork Backlit panel: Fabrication and supply of SS-304 bcklit panel made up of SS Lasercut Art work sheet at front with milky white acrylic sheet at back side with led ligths. Rolling Shutter: Fabrication and supply of Rolling shutter (1.5x2.5) profile Flat Galvalume 20 G WITH 2.5MM Bottom Plate with GI Guide Rail 3mm thk. Mechanical system will be there for rolling of shutter.</p> <p>Installation and assemble of Kiosk Structure over existing civil work at various places by machedically or manually as per vesibility at site. Civil Work (Inside Kiosk): Providing and laying the Civil Platform having apx size 2.7 X 2.1mt, having the 12 mm thk vitrified tiles floor in side the kiosk over the Top PCC including required Excavation, Bottom PCC (1:4:8), RCC footing (1:2:4) foundation beam for the kiosk panel, Earth Filling, Top PCC (1:4:8) as per complete satisfactory by site encharge. (Makes: Ozone or equivalent)</p>				
47	(Makes: Ozone or equivalent)	17.00	EACH	0.00	0.00
48	CAT EYE				

49	cat eye - supply and fixing of pavement marker ( Cat's eye ) types X-ASTMD - 4956 and 04 A vary dimension /3 - m ( USA make adherent plotting compound housing shall contain prismatic two glass covered prismatic reflective face to reflect incident light	9281.50	Nos	0.00	0.00
50	Providing and laying tactile tile (for vision impaired persons as per standards) of size 300x300x9.8mm having with water absorption less than 0.5% and conforming to IS:15622 of approved make in all colours and shades in for outdoor floors such as footpath, court yard, multi modals location etc., laid on 20mm thick base of cement mortar 1:4 (1 cement : 4 coarse sand) in all shapes & patterns including grouting the joints with white cement mixed with matching pigments etc. complete as per direction of Engineer-in-Charge.	4161.60	sqm	0.00	0.00
51	Providing Retro-reflective regulatory sign board of size 900 mm dia meter made out of 2 mm thick aluminium sheet, face to be fully covered with high intensity encapsulated lens type retro -reflective sheeting as approved by Engineer-in-charge . Letter, symbols, borders etc. will be as per IRC - 67 with required colour scheme on the boards and with the high intensity grade A. The aluminium sheet to be riveted to M.S. frame of angle iron of size 40x40x4 mm. The boards will be fixed to 1 No. 50x50 mm square post made of M.S. angle 50x50x4 mm, 4 m long welded to the frame with adequate anti-theft arrangement .Sheet work to be painted with two or more coats of synthetic enamel paint over an under coat (primer) and back side of aluminium sheet to be painted with two or more coats of epoxy paint including appropriate priming coat complete in all respects as per direction of Engineer-in-charge.	288.00	each	0.00	0.00
52	<b>ELECTRICAL</b>				
53	Supply & fixing of 9 mtr GI Octagonal Pole of approved make (top dia 70mm, Bottom dia 130mm and base plate 12mm thik) having 3mm thickness with Double arm bracket (1 Mtr length each ) on RCC foundation including the cost of foundation, foundation bolts, excavation & back filling and Required T&P completee in all respect.	31.00	No.	0.00	0.00

54	Supply and fixing of LED Street light Fitting having die cast aluminium body and diffuser with driver set suitable for 52 watt to 72 Watt. Confirming to IP65 and above Protection complete in all respect	54.00	No.		0.00	0.00
55	Supply & fixing of 7 mtr GI Octagonal Pole of approved make (top dia 70mm, Bottom dia 130mm and base plate 12mm thick) having 3mm thickness with Double arm bracket (1 Mtr length) on RCC foundation including the cost of foundation, foundation bolts, excavation & back filling and Required T&P complete in all respect.	372.00	No.		0.00	0.00
56	SITC of high quality integrated LED Luminaire with a system lumen of 4800Lm and system wattage 40W with nominal system efficacy 120lumen/watt. CCT of 5700K with SDCM of < 5 and CRI >70. The housing should be pressure die cast aluminium LM6 Alloy , Polycarbonate/Glass Cover, with PF > 0.95 and THD < 10% & Surge Protection of 4KV. Input voltage of 140-270V. Lifetime of 50K hours @L70. Product should be suitable for continuous operation (16-18 Hrs. per day). The luminaire should be with minimum IP66 and IK 07. The wattage of each LED should be greater than 1 watt and less than 3 Watt. The LED used in the luminaire shall be SMD type only of make Lumileds, Osram, Nichia, and CREE & no other make. The luminaire should be compliant to CISPR 15 & IES 61547 (EMC, EMI compliant). The Driver should be potted /encapsulated and not a printed circuit board without casing, mounted inside the luminaire. The luminaire should be capable of withstanding voltage stress of 440V for 8 Hrs., should have an auto shutdown @ 325V and have an auto recovery feature.It should have a provision of 10KV series SPD. BIS approval for Both Driver and the luminaire needs to be submitted for records.	948.00	No.		0.00	0.00

	<p>SITC of GPRS/GSM Web based system for switching, controlling and monitoring of LED steel light feeder pillar as per the specification defined under technical specifications The specifications are detailed under technical specifications etc complete for finished item of work and feeder pillar should be cubical type IP 55 for outdoor type for 415V, 3 Phase, 4Wire 50 Hz AC supply system design from CRCA sheet steel of 1.6mm thick for frame work and covers, 3mm thick for gland plates i/c cleaning &amp; finishing complete with 7 tank process for powder coating in approved shade, having suitable capacity extensible type TPN Aluminium Alloy bus bars of high conductivity, DMC/SMC bus bar supports, with short circuit withstand capacity of 25KA for 1 Sec., bottom base channel of MS section, entire panel shall have a common copper earth bar of size 25mm x 5mm at the rear with 2 Nos. earth stud, solid connections from main bus bar to switch gears with required size of Al. bus bars and control wiring with 1.5 sq.mm. zero halogen fire retardant insulated copper conductor S/C cable, cable alleys, cable gland plates, door switch and Auto manual switch i/c providing following switch gears and also have provision to accommodate street light automation system. The panel shall be mounted on the suitable Pedestrial etc complete as required.</p>			
57				
58	Incoming Supply: 1 No. 32 A, 4P MCB (10 kA)			
59	METERING & INDICATING LIGHTS:1 Nos MFM Meters,1 Set of 32/5A, CL-1, 15VA CTs for measuring.Sets of phase indicating ,ON/OFF,TRIP Indicating lamps with 2A control MCBs.			
60	Busbar:Electrolytic high conductivity TPN (100% Neutral) Aluminium busbars rated at 63 amps (25 kA) with heat shrinkable PVC sleeves.			
61	<b>OUTGOING FEEDER:6 -32A FP MCB 10 KA - 3 Nos.</b>	40.50	nos	0.00
62	Supply and laying of aluminium conductor PVC insulated armoured served sheathed cables 1100 Volts grade at a depth of 750 mm below ground level over a cushion of 75 mm. thick sand all around and protected with burnt bricks on sides and on top. On surface the cable run shall be fixed on M.S. clamps etc. of suitable size or as directed by the Engineer-Incharge, complete in all respect. The armouring of the cable shall be properly connected with the earth conductor			
63	4 x 6 sqmm	20500.00	rm	0.00
64	3.5 x 35 sqmm	750.00	rm	0.00

65	Supply and fixing of brass nickle plated compression gland for PVC insulated & armoured served sheathed, underground cable including rubber ring etc. complete in all respect. The armouring of the cable shall be properly connected with the earth as per direction of Engineer-Incharge.							
66	4 x 6 sqmm	930.00	Nos.				0.00	0.00
67	3.5 x 35 sqmm	22.00	Nos.				0.00	0.00
68	Supply and fixing of plain or pin type copper tin plated cable socket ( lug ) to the cable leads, insulating with tape and making connection etc. complete in all respect as per direction of the EngineerIncharge.							
69	6 sqmm	3700.00	No.				0.00	0.00
70	35 sq mm	56.00	No.				0.00	0.00
71	Earthing with G.I. earth pipe 4.5 m long ,40mm dia including accessories , and providing masonry enclosure with cover plate having locking arrangement and watering pipe etc. with charcoal and salt as required	28.00	No.				0.00	0.00
72	Providing and fixing 6 SWG dia G.I. wire on surface or in recess for loop earthing along with existing surface/ recessed conduit/ submain wiring/cable as required.	31000.00	rm				0.00	0.00
73	Supply of RCC Hume Pipe NP-3 class ( including cartage upto site) : 600mm dia	950.00	per RM				0.00	0.00
74	600mm dia collar	280.00	per nos				0.00	0.00
75	Laying and fixing RCC hume pipe NP-3 class ( labour only ) 600mm dia	800.00	Sqm				0.00	0.00
76	<b>SPIKE LIGHTS,Garden Tree/Planter Illumination:</b>							
77	Philips make smart,Bright spot light BGP-150,LED 250/WW,6 watt,20 D,corr. Colour Temp.3000K	10.00	NOS				0.00	0.00
78	1.53 Supplying and drawing of UTP 4 pair CAT 6 LAN Cable in the existing surface/ recessed Steel/ PVC conduit as required							
79	2 run of cable	17304.00	metre				0.00	0.00
80	<b>LANDSCAPE</b>							
81	Supply and stacking of Fishtail palm plant of ht. 270-300 cm bottom girth 40-50 cm well developed in big size HDPE bags as per direction of the officer-in-charge.							

82	Fishtail palm of ht. 270-300 cm bottom girth 40-50 cm well developed in big size HDPE bags	1342.20	NOS	0.00	0.00
83	Supply and stacking of Foxtail palm plant of ht. 240-270 cm bottom girth 35-40 cm well developed in big size HDPE bags as per direction of the officer-in-charge.	1436.00	NOS	0.00	0.00
84	Providing and fixing M. S. tree guard 50 cm square in plan, height 1.40 metre above ground level and 0.50 metre below ground level. The vertical members shall consist of four nos of angle iron of size 25x25x5 mm 1.9 m long, one at each corner and 8 nos flat iron of size 25x5 mm 1.4 m long. The vertical members shall be welded to 4 nos 25x6 mm M. S. flats placed horizontally around the vertical member of the cage. One name plate of 1 mm thick M.S. sheet of size 250x100 mm shall be welded to the tree guard near the middle height and lettered CPWD / PWD/ any other approved name. The tree guard shall be fixed to the ground by making suitable holes and by embedding four corners leg in the ground, including refilling the earth , compaction etc. complete. The tree guard shall be painted with two coats of paint of approved brand and manufacture over a coat of primer, complete in all respect. Tree Guard shall be manufacture with laser cutting, CNC Turret machine, CNC Bending machine, Powdercoating Machine. All Weilding should not be visible, properly finished by grainder, buffer machines done by TUV certified welder only. Proof of own machines of OEM will be submitted by contractor. Make: Neelkanth, Ozone, Balaji Steel Industry only.	839.00	NOS	0.00	0.00
85	Preparation of mounds of various size and shape by available excavated / supplied earth in layers not exceeding 20 cm in depth, breaking clods, watering of each layer, dressing etc., lead upto 50 meter and lift upto 1.5 m complete as per direction of Officer-in-charge.	3440.00	cum	0.00	0.00
86	Supplying and stacking of good earth at site including royalty and carriage upto 5 k.m. lead complete (earth measured in stacks will be reduced by 20% for payment).	6500.00	cum	0.00	0.00
87	Supplying and stacking at site dump manure from approved source, including carriage upto 5 k.m. lead complete (manure measured in stacks will be reduced by 8% for payment) :	1400.00	cum	0.00	0.00
88	Rough dressing the trenched ground including breaking clods. Details of cost for 100 sqm	6500.00	cum	0.00	0.00

			6500.00	cum		0.00	0.00
<b>89</b>	Fine dressing of the ground. Details of cost for 100 sqm						
<b>90</b>	Half brick circular tree guard in bricks, internal diameter 1.25 metre and height 1.2 metre above ground and 0.20 m below ground, bottom two courses laid dry and top three courses in cement mortar 1:6 (1 cement : 6 fine sand) and the intermediate courses being in dry honey comb masonry as per design complete:						
<b>91</b>	With common burnt clay F.P.S. (non modular) bricks of class designation 5		280.00	NOS		0.00	0.00
<b>92</b>	Preparation of beds for hedging and shrubbery by excavating 60 cm deep and trenching the excavated base to a further depth of 30 cm, refilling the excavated earth after breaking clods and mixing with sludge or manure in the ratio of 8:1 (8 parts of stacked volume of earth after reduction by 20% : one part of stacked volume of sludge or manure after reduction by 8%), flooding with water, filling with earth if necessary, watering and finally fine dressing, leveling etc. including stacking and disposal of materials declared unserviceable and surplus earth by spreading and leveling as directed, within a lead of 50 m, lift up to 1.5 m complete (cost of sludge, manure or extra earth to be paid for separately).		700.00	cum		0.00	0.00
<b>93</b>	Providing and laying Neelgiri/Mexican grass turf with earth 50mm to 60mm thickness of existing ground prepared with proper level and ramming with tools wooden (Dhurmos) and then rolling the surface with light roller make the surface smooth and light watering with sprinkler and maintenance for 30 days or more till the grass establish properly, as per direction of officer-in-charge.		10400.00	SQM		0.00	0.00
<b>94</b>	Supply and stacking of plant Bauhinia acuminata of height 60-75 cm. in earthen pots of size 20 cm as per direction of the officer-in-charge.		1400.00	nos		0.00	0.00
<b>95</b>	Supply and stacking of plant Ficus panda of height 90-105 cm. with 10-12 branches and healthy foliage, well formed in cement pots of size 30 cm as per direction of the officer-in-charge.		700.00	nos		0.00	0.00

96	Supply and stacking of plant Ficus blackii (F.vivion) of height 45-60 cm. with 6-8 branches healthy foliage in earthen pots of size 25 cm as per direction of the officer-in-charge.						
97	Ficus blackii (F.vivion) of height 45-60 cm. with 6-8 branches healthy foliage in earthen potsof size 25 cm Each	140.00	NOS		0.00		0.00
98	Preparation of beds for hedging and shrubbery by excavating 60 cm deep and trenching the excavated base to a further depth of 30 cm, refilling the excavated earth after breaking clods and mixing with sludge or manure in the ratio of 8:1 (8 parts of stacked volume of earth after reduction by 20% : one part of stacked volume of sludge or manure after reduction by 8%), flooding with water, filling with earth if necessary, watering and finally fine dressing, leveling etc. including stacking and disposal of materials declared unserviceable and surplus earth by spreading and leveling as directed, within a lead of 50 m, lift up to 1.5 m complete (cost of sludge, manure or extra earth to be paid for separately)	70.00	cum		0.00		0.00
99	Supplying and stacking sludge at site including royalty and carriage upto 5 km complete (sludge measured in stacks will be reduced by 8% for payment).	70.00	cum		0.00		0.00
100	Supplying and stacking at site dump manure from approved source, including carriage upto 5 km complete (manure measured in stacks will be reduced by 8% for payment) :						
101	Screened through sieve of I.S. designation 16 mm	7.00	cum		0.00		0.00
102	Supplying and stacking of good earth at site including royalty and carriage upto 5 km complete (earth measured in stacks will be reduced by 20% for payment).	56.00	cum		0.00		0.00
103	Antirrhinum dwarf	70.00	each		0.00		0.00
104	Aster dwarf	70.00	each		0.00		0.00
105	Plantation of Trees, Shrubs, and Hedge at site i/c watering and removal of unserviceable material's as per direction of officer in charge (excluding cast of plant & water)						
106	Trees Plant	620.00	each		0.00		0.00

<b>107</b>	Shrubs Plant	12600.00	each			<b>0.00</b>	<b>0.00</b>
<b>108</b>	Providing and stacking of Azadirachta indica ( Neem ) of height 120-130cm in big polybag of size 25 cm as per direction of the officer-in-charge.	215.00	each			<b>0.00</b>	<b>0.00</b>
<b>109</b>	Providing and stacking of Saraca indica (Sita Ashok) of height 105-120cm. in big poly bags of size 25 cm as per direction of the officer-in-charge.	165.00	each			<b>0.00</b>	<b>0.00</b>
<b>110</b>	Providing and stacking of Mangifera indica (Mango-grafted ) of height 60-75cm. in big poly bag of size 25 cm as per direction of the officer-in-charge.	165.00	each			<b>0.00</b>	<b>0.00</b>
<b>111</b>	Shifting of existing trees to nearby suitable location With similar soil condition , complete in all aspects .	86.00	each			<b>0.00</b>	<b>0.00</b>
<b>112</b>	shifting of hoarding/ advertisement pole , and stacking of material , nearby suitable pace , complete in all aspects	94.00	each			<b>0.00</b>	<b>0.00</b>
<b>113</b>	Plan: Providing & Fixing Signage, "Welcome to Bareilly" of Front Dimension as specified in drawing with illuminated Signage .Signage in 18 gauge and grade 304 Stainless Steel (Corrosion Resistance- to stress corrosion cracking above about 60°C. Considered resistant to potable water with up to about 200mg/L chlorides at ambient temperatures, reducing to about 150mg/L at 60°C.) . and there would be use SS bolt,Nuts and fastner (The stainless steel fastener materials are identified as the B8 class of alloys and are identified in the ASTM Specification A193/193M (Standard Specification for Alloy Steel and Stainless Steel Bolting Materials for High Temperature Service). The corresponding nut specification is ASTM Specification A194/194M.) Front Side will be Acrylic Sheet (a cast) 40% transparency to be laser cutting, Buffing and there would be use 3M Translucent Vinyl 3630 with digital printing (5 Yrs warranty) where we required as per the artwork. Signage Illumination:- illumination to be done via Samsung Led module with advanced short circuit protection and power supply would weather resistance with 5yrs warranty.(17 alphabets with 750 mm height and logo)	1.00	Set			<b>0.00</b>	<b>0.00</b>
<b>114</b>	<b>CONSTRUCTION OF NEW DRAIN</b>						

115	Earthwork in excavation for structures as per drawing and technical specifications clause 305.1 including setting out, construction of shoring and bracing, removal of stumps and other deleterious materials and disposal upto a lead of 50 m, dressing of sides and bottom and back filling in trenches with excavated suitable material.(Including Royalty)	56692.30	Cum		0.00	0.00
116	Plain cement concrete 1:3:6 nominal mix in foundation with crushed aggregate 40 mm nominal size mechanically mixed, placed in foundation and compacted by vibration including curing for 14 days.	2895.19	Cum		0.00	0.00
117	R.C.C. grade M 25	11807.63	Cum		0.00	0.00
118	Supplying fitting and placing TMT bar reinforcement in substructure complete as per drawing and Technical Specifications clauses 1002, 1010 and 1202	9446.10	Qtl		0.00	0.00
119	Supplying, fitting and placing HYSD bar reinforcement (Fe 415) in substructure complete as per drawings and technical specification Clauses 1002, 1005, 1010 & 1202 Grating size 450x150 for water inlet. (Sl.No. 502)					
120	MS Angle Size 25x25x5					
121	MS Flats size 20x4	9064.50	Rmtr		0.00	0.00
122	DRAIN COVER:					
123	Providing and laying reinforced cement concrete in substructure as per drawing and technical specifications Clauses 800, 1205.4 and 1205.5 (M-25 )	2878.31	Cum		0.00	0.00
124	Supplying fitting and placing TMT bar reinforcement in substructure complete as per drawing and Technical Specifications clauses 1002, 1010 and 1202	2302.65	qtl		0.00	0.00
125	Providing and fixing in position pre-cast R.C.C. manhole cover and frame of required shape and approved quality					
126	EHD - 35					
127	Circular shape 560 mm internal dia each	1813.00	No.s		0.00	0.00
128	Constructing brick masonry manhole in cement mortar 1:4 ( 1 cement : 4 coarse sand ) with R.C.C. top slab with 1:1.5:3 mix (1 cement : 1.5 coarse sand (zone- III) : 3 graded stone aggregate 20 mm nominal size), foundation concrete 1:4:8 mix (1 cement : 4 coarse sand (zone- III) : 8 graded stone aggregate 40 mm nominal size), inside plastering 12 mm thick with cement mortar 1:3 (1 cement : 3 coarse sand) finished with floating coat of neat cement and making channels in cement concrete 1:2:4 (1 cement : 2 coarse sand : 4 graded stone aggregate 20 mm nominal size) finished with a floating coat of neat cement complete as per standard design :					

129	Inside size 90x80 cm and 45 cm deep including C.I. cover with frame (light duty) 455x610 mm internal dimensions, total weight of cover and frame to be not less than 38 kg (weight of cover 23 kg and weight of frame 15 kg) :							
130	With common burnt clay F.P.S. (non modular) bricks of class designation 7.5	605.00	each			0.00	0.00	
131	Extra for depth for manholes :							
132	Size 90x80 cm							
133	With common burnt clay F.P.S. (non modular) bricks of class designation 7.5	605.00	metre			0.00	0.00	
134	<b>Operation &amp; Maintenance</b>							
135	1 Year (DL)							
136	2 Year	1.00	Year			0.00	0.00	
137	3 Year	1.00	Year			0.00	0.00	
138	4 year	1.00	Year			0.00	0.00	
<b>Total in Figures</b>						0.000	0.000	
<b>Quoted Rate in Words</b>								

**ANNEXURE 9: Format For Power Of Attorney For Signing The Bid**

(On INR 100.00 Non judicial Stamp Paper and duly notarized)

KNOW ALL MEN BY THESE PRESENTS,

We \_\_\_\_\_ (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr./ Ms. (name), \_\_\_\_\_ son/daughter/wife of \_\_\_\_\_ and presently residing at \_\_\_\_\_, who is presently employed with us and holding the position of \_\_\_\_\_, as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our application for qualification and submission of our bid for the Project proposed by the \_\_\_\_\_ (the "client") including but not limited to signing and submission of all applications, bids and other documents and writings, participate in pre-applications and other conferences and providing information/ responses to the client, representing us in all matters before the client, signing and execution of all contracts including the Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the client in all matters in connection with or relating to or arising out of our bid for the said Project and/ or upon award thereof to us and/or till the entering into of the Agreement with the client.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, \_\_\_\_\_, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF \_\_\_\_\_.

For \_\_\_\_\_ (Signature, name, designation and address) Witnesses:

1. (Notarized) 2.

Accepted

(Signature, Name, Title and Address of the Attorney)

**Notes:**

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- *In case the bid is signed by an authorized Director / Partner or Proprietor of the Bidder, a certified copy of the appropriate board resolution / document conveying such authorization to client may be enclosed in lieu of the Power of Attorney.*

**ANNEXURE 10 (A) : Bank Guarantee for Earnest Money Deposit**

To,

<Designation>

<Address>

<Phone Nos.>

<Email id>

Whereas <<Name of the bidder>> (hereinafter called 'the Bidder') has submitted the bid for Submission of RFP <<RFP Number>> dated <<Date>> for <<Name of the assignment>> (hereinafter called "the Bid") to <<Client>>.

Know all Men by these presents that we <<... >> having our office at <<Address>> (hereinafter called "the Bank") are bound unto the <<Client>> (hereinafter called "the Client") in the sum of Indian Rupees<<Amount in figures>> (Rupees <<Amount in words>> only) for which payment well and truly to be made to the said Client, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this <<Date>>.

The conditions of this obligation are:

1. If the Bidder having its bid withdrawn during the period of bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder, having been notified of the acceptance of its bid by the Client during the period of validity of bid
  - a) Withdraws his participation from the bid during the period of validity of bid document; or
  - b) Fails or refuses to participate in the subsequent Bid process after having been short listed;

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

This guarantee will remain in force up to <<insert date>> and including <<extra time over and above mandated in the RFP>> from the last date of submission and any demand in respect thereof should reach the Bank not later than the above date.

NOTWITHSTANDING ANYTHING CONTAINED HEREIN:

- I. Our liability under this Bank Guarantee shall not exceed Indian Rupees<<Amount in figures>> (Rupees <<Amount in words>> only)
- II. This Bank Guarantee shall be valid up to <<insert date>>
- III. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this Bank Guarantee that we receive a valid written claim or demand for payment under this Bank Guarantee on or before <<insert date>>) failing which our liability under the guarantee will automatically cease.

(Authorized Signatory of the Bank)

Seal:

Date:

**ANNEXURE 10 (B) : Performance Bank Guarantee**

Ref:\_\_\_\_\_

Date\_\_\_\_\_

Bank Guarantee No. \_\_\_\_\_

<Name>

<Designation>

<Address><Phone Nos.><Fax Nos.><Email id>

Whereas, <<name of the firm and address>> (hereinafter called "Implementing Agency") has undertaken, in pursuance of contract no. <Insert Contract No.> dated. <Date> to provide Implementation services for <<name of the assignment>> to Bareilly Smart City Limited (hereinafter called "the Authority")

And whereas it has been stipulated by in the said contract that the bidder shall furnish you with a bank guarantee by a recognized bank for the sum specified therein as security for compliance with its obligations in accordance with the contract;

And whereas we, <Name of Bank> a banking company incorporated and having its head/registered office at <Address of Registered Office> and having one of its office at

<Address of Local Office> have agreed to give the supplier such a bank guarantee.

Now, therefore, we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of Indian Rupees<Insert Value> (Rupees <Insert Value in Words> only) and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of Indian Rupees<Insert Value> (Rupees

<Insert Value in Words> only) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

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

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

This Guarantee shall be valid until <<Insert Date>>) Not withstanding anything contained herein:

I. Our liability under this bank guarantee shall not exceed Indian Rupees<Insert Value> (Rupees <Insert Value in Words> only).

II. This bank guarantee shall be valid up to <Insert Expiry Date>)

III. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this bank guarantee that we receive a valid written claim or demand for payment under this bank guarantee on or before <Insert Expiry Date> failing which our liability under the guarantee will automatically cease.

Date \_\_\_\_\_

Place \_\_\_\_\_

Witness \_ \_\_\_\_\_

Signature \_\_\_\_\_

Printed name \_\_\_\_\_

**(Bank's common seal)**

**ANNEXURE 11: Declaration Of Non-Blacklisting**  
(On INR 100.00 Non judicial Stamp Paper and duly notarized)

Place

Date

To,

*Chief Executive Officer*  
*Bareilly Smart City Limited*  
*Bareilly, Uttar Pradesh*

Subject: Self Declaration of not been blacklisted in response to the RFP for “**Engineering, Procurement & Construction of 8.10 km of Major Road Development in ABD Area on EPC Mode with 1 year Defect Liability and 3 years of Operation & Maintenance**”.

Ref: RFP No. <<.....>> dated << .....>>

Dear Sir,

We confirm that our company or firm, \_\_\_\_\_, is currently not blacklisted in any manner whatsoever by any Government (Central / State / PSU/ Corporation/ Multilateral Funding Agencies) Organization in India on any ground including but not limited to indulgence in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

(Signature)

Printed Name

Designation

**Seal**

Date:

Place:

Business Address:

**ANNEXURE 12: No Relationship Certificate**

I/We hereby certify that I/We\* am/are\* **related /not related** (\*) to any officer of Bareilly Smart City Limited, Bareilly of the rank of Assistant Engineer & above. I/We\* am/are\* aware that, if the facts subsequently proved to be false, my/our\* contract will be rescinded with forfeiture of E.M.D and security deposit and I/We\* shall be liable to make good the loss or damage resulting from such cancellation.

I/We also note that, non-submission of this certificate will render my/our tender liable for rejections.

(\*) – Strike out which is not applicable

**SIGNATURE OF THE BIDDER**

**ANNEXURE 14: No Deviation Certificate**

To

**The Chief Executive Officer,**  
Bareilly Smart City Limited,  
C/o Bareilly Municipal Corporation,  
Bareilly

This is to certify that our offer is exactly in line with your RFP enquiry (including amendments) no. \_\_\_\_\_ dated \_\_\_\_\_ . This is to expressly certify that our offer contains no deviation either Technical (including but not limited to Scope of Work, Business Requirements Specification, Functional Requirements Specification, Hardware Specification and Technical Requirements Specification) or Financial in either direct or indirect form.

(Authorized Signatory)

Signature: Name: Designation:

Address:

**Seal**

Dated: DD/MM/YYYY

**ANNEXURE 15: Self-Decalaration certificate**

1. I/We have visited the site and have fully acquainted with the local situation regarding the materials, labour and factors pertaining to the work for completion in all respect before submitting the tender.
2. I/We have carefully studied the conditions of the construction, specifications, contract condition and all other document relating to this work and agree to execute the same accordingly.
3. I/We solemnly pledge that I/We shall be sincere in discharging my/our duties as responsible contractor and complete the work within the prescribed time limit. In case there are deviation from the construction program, I/We shall abide by the decision of Engineer-in-charge for revision of the program and arrange for the labor, materials, equipment etc. accordingly.
4. In the event of award of the work to me/us, I/We under the entire responsibility for the structural stability to reconstruct / replace the whole or part of the component of the structure in the event of failure or improper functioning/improper constructions within a period of one year from the date of completion without asking for extra payment from any account to the department.
5. I/We undertake that I/We shall not claim any escalation of cost on account of materials, laborers, taxes, natural calamities, public nuisance, miscreants or any account in connections with work within execution of the work till the project completion period and shall not be entertained by the department (BSCL, Bareilly).
6. In case of violation of contents of department's tender documents in conditions or in any form, my /our offer / tender shall be rejected by the department without any intimation to me/us.

(\* ) – Strike out which is not applicable

**SIGNATURE OF THE BIDDER**

**ANNEXURE 16: Conduct and Anti-Collusion Certificate**

(To be notarized on Non-Judicial Stamp Paper of Rs.100)

I / We hereby certify and confirm that in the preparation and submission of our Bid for **Request for Proposal [RFP] for "Engineering, Procurement & Construction of 8.10 km of Major Road Development in ABD Area on EPC Mode with 1 year Defect Liability and 3 years of Operation & Maintenance"**. against the RFP issued by Authority, that

I / We undertake that, in competing for the contract, I / we will strictly observe the laws against fraud and corruption in force in India namely Prevention of Corruption Act 1988.

I / We declare that our organization have never been blacklisted by any department / units of Government of India or State Governments or Union Territories in India for any of the reasons of committing serious misconducts or have been charged with committing criminal action(s), or dissatisfaction with the performance of our services, or violation of any terms and conditions of the Agreement. In case if such misconducts are found to have been committed by us with documentary evidences, our contract can be summarily cancelled with the forfeiture of the security and performance guarantees we have executed with the Authority.

I / We hereby certify and confirm that in the preparation and submission of our Bid, I / we have not acted in concert or in collusion with any other Bidder or other person(s) and also not done any act, deed or thing which is or could be regarded as anti- competitive.

I / We further confirm that I / We have not offered nor will offer any illegal gratification in cash or kind to any person or agency in connection with the Bid.

I / We further acknowledge that on any later date, if it was found that I / We indulged in any of the corrupt activities mentioned in Prevention of Corruption Act 1988, the Authority has the right to take necessary legal action.

Dated this .....Day of ....., 20....

Place:

.....

(Name of the Bidder)

.....

(Signature of the Bidder / Authorised Person)

.....

(Name of the Authorised Person)

**Seal**

Business Address:

**ANNEXURE 17: Certificate for the Net Worth**

<<Required for lead bidder/sole bidder >>

Financial Year Net Worth (Rs Crore)

2018-19 (as on the last day of the bidders' financial  
year 2018-19)

<b>Certificate from the Statutory Auditor/Practicing Chartered Accountant</b>
---

This is to certify that..... [*Name of the Firm*] [*Registered Address*] has a net worth as shown above against the respective years. The net worth has been computed as (Subscribed and Paid up Equity + Reserves less (Revaluation Reserves + miscellaneous expenditure not written off).

Name of Authorized Signatory:

Designation:

Name of firm:

(Signature )

Registration No:

Seal of firm:

## Section V – Eligible Countries

The Bidders shall have origin from India or have full time office in India.

## Section VI - Fraud and Corruption

- 6.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the Letter of Acceptance and/or Letter of Award and during the subsistence of the Contract Agreement. Notwithstanding anything to the contrary contained herein, or in the Letter of Acceptance and/or Letter of Award or the Contract Agreement, the Employer shall reject a Bid, withdraw the Letter of Acceptance and/or Letter of Award, or terminate the Contract Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder or Contractor or Concessionaire, as the case may be, if it determines that the Bidder or Contractor or Concessionaire, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the Employer shall forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Employer towards, inter alia, time, cost and effort of the Employer, without prejudice to any other right or remedy that may be available to the Employer hereunder or otherwise.
- 6.2 Without prejudice to the rights of the Employer under Clause 6.1 hereinabove and the rights and remedies which the Employer may have under the Letter of Acceptance and/or Letter of Award or the Contract Agreement, if a Bidder or contractor or Concessionaire, as the case may be, is found by the Employer to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the Letter of Acceptance and/or Letter of Award or the Contract Agreement or the execution of the Contract Agreement, such Bidder or Contractor or Concessionaire shall not be eligible to participate in any tender or RFB issued by the Employer during a period of 3 (three) years from the date such Bidder or Contractor or Concessionaire, as the case may be, is found by the Employer to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.
- 6.3 For the purposes of this Clause 6, the following terms shall have the meaning hereinafter respectively assigned to them:
- (a) "corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Employer who is or has been associated in any manner, directly or indirectly with the Bidding Process or the Letter of Acceptance and/or Letter of Award or has dealt with matters concerning the Contract Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Employer, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the Letter of Acceptance and/or Letter of Award or after the execution of the Contract Agreement, as the case may be, any person in respect of any matter relating to the Project or the Letter of Acceptance and/or Letter of Award or the Contract Agreement, who at any time has been or is a legal, financial or technical adviser of the Employer in relation to any matter concerning the Project;
- (b) "fraudulent practice" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process ;

- (c) "coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bidding Process;
- (d) "undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by the Employer with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- (e) "Restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

## Part 2 - Section VII- Scope of work

The scope of work covered in this tender shall be based on the EPC ( Engineering, Procurement & construction) model as per the Bill of Quantities, specifications, drawings, instructions, orders issued to the contractor in this tender. The Work Shall be executed on Preparation of Engineering drawings, Procurement and Construction Basis. Details and drawings given in Tender document is for information purpose only and successful bidder shall undertake confirmatory survey for accuracy and completeness of data (like Geotech,, Underground Utility, topographic survey) . All the construction of roads, footpaths, surface parking, streetlighting, Table top crossings, road safety features, signages, storm water drainage, NMT stands , Vendor kiosks, canopies etc as specified in the tender drawings and specifications and Bill of quantity document shall be in the scope of the successful bidder., The bidder shall obtain all required approvals from the relevant authorities.

Statutory and other charges for getting various required approvals shall be paid by BSCL , however, all incidental charges and liaisoning work for obtaining the approvals shall be in scope of successful Bidder. The quantities of various items as entered in the "BILL OF QUANTITIES" are indicative only and may vary depending upon the actual requirement. The contractor shall be bound to carry out and complete the stipulated work irrespective of the variation in individual items specified in the bill of quantities. The variation of quantities will be governed as per conditions of contract.

### **Broad Scope of Tender**

The Bareilly Smart City Limited (abbreviated as 'BSCL' and Referred to as the 'Employer' in these documents) invites Unit Rate Tenders from eligible Bidders for the Works as defined as "**Engineering, Procurement & Construction of 8.10 km of Major Road Development in ABD Area on EPC Mode with 1 year Defect Liability and 3 years of Operation & Maintenance.**" in this document and referred to as "the Works").

List of Components that would be part of the Road Works

#### **A. ROADS DEVELOPMENT**

- Table Top Crossing
- Railing
- Jersey Median
- Bitumen Top Layer
- Kerbstone
- Bollards
- Roads Markings
- Cat eye
- Floor lights
- Fountain
- Backlit bollards
- Benches (cast iron)
- Sculpture
- Advertisement boards (different in character than typical roads)
- Solar Powered Street Lights
- Wall painting/street art

#### **B. ROAD WIDENING (Road no. 6, 8, & 14)**

- Wet Mix Macadam
- Dense Graded Bituminous Macadam
- Bituminous Concrete
- PC/TC

**C. FOOTPATH**

- Interlocking Tiles
- Cobble Stone

**D. PARKING**

- Two Wheeler and Cycle Stand
- Four Wheeler
- Auto and E-Rickshaw Stands
- Boom Barrier

**E. DRAIN**

- Storm water drain
- RCC covers for drains
- Saucer drain
- Culverts
- Man holes

**F. ELECTRICAL**

- STREET LIGHT

**G. LANDSCAPING FEATURES**

- Hardscape & Softscape
- Green belt
- Rotary

**H. STREET FURNITURE**

- Benches
- Dustbins
- Canopy for public transport
- Signage
- Advertisement boards

**I. Miscellaneous Items**

- Smart Toilets space allocation
- Bus Stops space allocation

**List of Roads:**

SI No	Road No	Road Section	Length (Km)	RoW
1	Road 6	Choupla Chauraha to Chowki Chauraha	1.18	24
2	Road 8	Choupla Chauraha to Bareilly junction	1.52	18
3	Road 10	Battalion Gate to Satellite Junction	0.90	18
4	Road 11	Chowki Chauraha to Head Post Office	1.61	24
5	Road 12	Chowki Chauraha to Bareilly Junction	1.53	18
6	Road 14	Chowki Chauraha to Bareilly College Chowk	0.95	18
7	Road 21	Patel Chowk to Rampur Garden Chowk	0.41	15
<b>Total Stretch</b>			<b>8.10</b>	

Note : Rd 12, 8, 6, 14 shall not have raised footpath and will be on the same level as of road. Certain section of road 12 in front of DM Residence shall not have footpath. Rest of the roads with footpaths on the same level shall have buffer and footpath combined. Road 10 and Rd 11 shall raised footpath apart from the buffer zone for future utilities. Rd 8, 12, 6 shall have road widening upto 2.5m as per the drawing attached and the engineering drawings of the contractor.

## Detailed Scope of Work:

### Road Works:

#### Pre-Construction Stage

- (i) The contractor shall coordinate and arrange for a kick-off meeting with all the pertinent stakeholders.
- (ii) Bidder/contractor shall submit Dismantling and Construction plan and Construction Methodology To Bareilly Smart City Limited (BSCL) and have it approved prior commencing the works.
- (iii) The contractor shall review its appropriateness and accuracy with the drawings and specifications submitted. Should there be a need for further studies, the contractor shall conduct survey investigations, studies etc. at his own cost.
- (iv) Prior to commencing the demolition and construction works, the contractor shall assess the appropriate locations of all the underground utilities by using the state of the art technologies. In case there are discrepancies between the alignments of utilities shown on the drawing and those that exist on the ground, the contractor shall immediately inform the client in writing to resolve the matter.
- (v) Dismantling of existing infrastructure, which includes but not limited to structures, signboards, gantry, traffic signals post, removal of encroachments, Kerbstones, fencing, existing roads, street furniture, Hume pipes, overhead cables/wires and poles, Street lighting poles, Transformer foundation etc.
- (vi) For the key Traffic junctions, the contractor shall undertake a trial run for atleast 7 days. The findings from the trial run should be incorporated in the final engineering design that will be executed on site.
- (vii) Prepare a **traffic management plan** and have it approved by BSCL. The traffic management plan should clearly indicate how the traffic will be managed during the construction and have it approved by the BSCL and Traffic Police.
- (viii) The contractor shall submit the safety and quality assurance, Control plan to BSCL, and have it approved.
- (ix) Undertake the works by complying NGT norms and follows all safety standards including providing noise barriers if required.
- (x) The trees will be shifted/ transplanted in accordance and consultations with the BSCL and forest officials or relevant authorities.

#### Construction Phase

- a. Review the Tender drawings and indicate any discrepancy found on the site different from the one indicated in the design.
- b. Final Engineering drawings to be prepared by contractor as per the prevelant site condition and interaction with all line departments. These shall be got approved from BSCL before commencement of construction work.
- c. Preparation of the final Project Timeline schedule (PERT Chart) for the project outlining the phasing of the project. The tentative phasing schedule is attached in **Annexure - 19** of the RFP.
- b. Follow all aspects of labour regulations, health and safety during the contract;
- c. Relocation of utilities shall be done by relevant agencies wherever required . However, the contractor needs to coordinate and have approvals from the relevant agencies prior commencing the works. Wherever, the bidder is

required to relocate the utilities, the cost of relocation shall be borne by the BSCL. The relocation charges shall be approved by BSCL as per the prevailing UPPWD/DSR rates.

d. Site clearing and grubbing within the Right of Way.

e. Shifting or transplanting of trees as per the drawings included in the tender.

f. Excavation for utilities, footpaths, landscaping, street lighting etc.

g. Filling with suitable material as approved by the E in C.

h. Removal of existing pavement and stack or dispose the excavated road materials as indicated by the E in C.

i. All dismantled materials shall be stacked or disposed by the bidder as directed by the E in C.

j. The cost of reused material shall be estimated by the E in C and such amount shall be recovered from the bidder in case if it used or damaged by the bidder.

k. Construction of raised pedestrian crossings, intersection improvements, footpaths, landscape, s and road works (Laying of top layer) as per drawings and specifications submitted in the tender.

l. Construction of Parking Zones, NMT / Auto stands as per the drawings

m. Supply and Fixing of Railing / Guard Rails along the Median wherever jersey barrier is missing and Intersection.

n. Providing thermoplast pavement marking, pavement marker(Cat Eyes), road furniture (signs, road studs, median marker, pedestrian crossings, rumble strips for specially abled , solar powered lights, delineators, Canopies, Streetlights etc.);

O. Provision of kerbs and road markings with thermoplastic material, Traffic signs (Informatory, Mandatory, Cautionary) with retro-reflecting sheeting, kilometre stones, delineators and other road furniture;

p. Providing, fixing and erecting of M.S. Railing at intersections and bollards at footpath to avoid entry of two wheelers on footpath.

q. Fabricating, Supply And Fixing (including the foundation, super structure ) Overhead Direction/ Advance Information Signboards Of Required Size Made Out Of Retro Reflective Sheeting Of Cube Corner Micro Prismatic Grade Conforming To IRC-67: 2012 & Type Viii, Fixed On Both Side Of ACM (Aluminum Composite Material) at locations as per the drawings.

r. Foundation for transformers, Poles, Feeder Pillars, Service Feeder Pillars etc

s. Supply & Install Grass, Palms, trees, shrubs, hedges.

aa. Landscaping work including the stone flooring, cc paver block, tiling, grating, saucer drain, cladding, painting etc

bb. The bidder/contractor shall work in co-ordination with Smart Features contractor (Smart Features works shall start parallel with this contract at appropriate time);

#### **Post Construction Phase**

a. Clearing of site and handing over of the works;

b. Submission of "As Built Drawings" and other related documents to BSCL

c. Rectification of the defects in the completed works during the Defects Liability Period;

**Maintenance:**

The contractor shall maintain the major Roads for a period of 4 years including 1 year for defect liability period commencing from the date of the Issue of Completion Certificate.

During the Maintenance Period, the Bareilly Smart City Limited (BSCL) shall provide to the Contractor access to the site for Maintenance in accordance with this Agreement. The obligations of the Contractor hereunder shall include:

- a) Permitting safe, smooth and uninterrupted flow of traffic on the Road;
- b) Undertaking routine maintenance including prompt repairs of potholes, cracks, joints, drains, embankments, structures, pavement markings, lighting, road signs and other traffic control devices;
- d) Informing BSCL of any unauthorized use of the Roads;
- e) Informing BSCL of any encroachments on the Roads;

In respect of any deficiency, the Contractor shall, at its own cost, undertake repair or rectification in accordance with Good Industry Practice.

The Contractor shall remove promptly from the Road any waste materials (including hazardous materials and waste water), rubbish and other debris (including, without limitation, accident debris) and keep the Road in a clean, tidy and orderly condition, and in conformity with the Applicable Laws, Applicable Permits and Good Industry Practice.

**Maintenance Requirements**

The Contractor shall ensure and procure that at all times during the Maintenance Period, the Project Road conforms to the maintenance requirements (the "Maintenance Requirements").

**Maintenance Programme**

The Contractor shall prepare a monthly maintenance programme (the Maintenance Programme") in consultation with the E in C and submit the same to the E in C not later than 10 (ten) days prior to the commencement of the month in which the Maintenance is to be carried out. For this purpose, a joint monthly inspection by the Contractor and the E in C shall be undertaken. The Maintenance Programme shall contain the following:

- a. The condition of the road in the format prescribed by the E in C;
- b. The proposed maintenance works; and
- c. Deployment of resources for maintenance
- d. Frequency and turnaround time for addressing the issue.

**Safety, vehicle breakdowns and accidents**

The Contractor shall ensure safe conditions for the Users, and in the event of unsafe conditions, lane closures, diversions, vehicle breakdowns and accidents, it shall follow the relevant operating procedures for removal of obstruction and debris without delay. Such procedures shall conform to the provisions of this Agreement, Applicable Laws, Applicable Permits and Good Industry Practice.

The Contractor shall promptly remove any debris from the Project Road to enable safe movement of traffic and shall report all accidents to the BSCL and police forthwith.

### **Reduction of payment for non-performance of Maintenance obligations**

In the event that the Contractor fails to repair or rectify any Defect or deficiency set forth in the below Table within the period specified therein, it shall be deemed as failure of performance of Maintenance obligations by the Contractor and the BSCL shall be entitled to penalise as per the clause indicated in the General Conditions of the Contract in lump sum payment for maintenance, without prejudice to the rights of the BSCL under this Agreement, including Termination thereof.

If the nature and extent of any Defect justifies more time for its repair or rectification than the time specified in the below Table, the Contractor shall be entitled to additional time in conformity with Good Industry Practice. Such additional time shall be determined by the E in C and conveyed to the Contractor with reasons thereof.

### **BSCL's right to take remedial measures**

In the event the Contractor does not maintain and/or repair the Project Roads or any part thereof in conformity with the Maintenance Requirements, the Maintenance Manual or the Maintenance Programme, as the case may be, and fails to commence remedial works within the time provided by the E in C as the case may be, the BSCL shall, without prejudice to its rights under this Agreement including Termination thereof, be entitled to undertake such remedial measures at the cost of the Contractor, and to recover its cost from the Contractor. In addition to recovery of the aforesaid cost, a sum equal to actual cost plus 15% (fifteen percent) of such cost shall be paid by the Contractor to the BSCL as Damages.

### **Restoration of loss or damage to Project Road**

Save and except as otherwise expressly provided in this Agreement, in the event that the Project Road or any part thereof suffers any loss or damage during the Maintenance from any cause attributable to the Contractor, the Contractor shall, at its cost and expense, rectify and remedy such loss or damage forthwith so that the Project Road conforms to the provisions of this Agreement.

### **Overriding powers of the BSCL**

If in the reasonable opinion of the BSCL, the Contractor is in material breach of its obligations under this Agreement and, in particular, the Maintenance Requirements, and such breach is causing or likely to cause material hardship or danger to the Users and pedestrians, the BSCL may, without prejudice to any of its rights under this Agreement including Termination thereof, by notice require the Contractor to take reasonable measures immediately for rectifying or removing such hardship or danger, as the case may be. In the event that the Contractor, upon notice under above Clause, fails to rectify or remove any hardship or danger within a reasonable period, the BSCL may exercise overriding powers under this Clause and take over the performance of any or all the obligations of the Contractor to the extent deemed necessary by it for rectifying or removing such hardship or danger; provided that the exercise of such overriding powers by the BSCL shall be of no greater scope and of no longer duration than is reasonably required hereunder; provided further that any costs and expenses incurred by the BSCL in discharge of its obligations hereunder shall be recovered by the BSCL from the Contractor, and the BSCL shall be entitled to deduct any such costs and expenses incurred from the payments due to the Contractor for the performance of its Maintenance obligations as per the Penalty clause indicated in the GCC.

### Relevant Codes to be followed for Engineering Drawings

1. Relevant MORTH/IS/IRC/any other codes and guidelines needs to be complied by the selected contractor and related guidelines to be followed as given below at the stage of detailed designing –
  - Ministry of Urban Development’s Harmonised Guidelines and Space Standards for Barrier-Free Built Environment for persons with Disability and Elderly Persons (2016)
  - MOUD IUT part 1 and 2 Code of Practice for Road
  - Motor Vehicles Act 1988
  - Urban Street Design Guidelines, ITDP, 2016
  - IRC:103:2012: Guidelines of Pedestrian facilities
  - IRC:86:2018 : Geometric Designs of Urban Roads and streets
  - IRC 106:1990: Guidelines of Capacity OF Roads For Urban areas in Plains
  - IRC 35:2015: Code of practice for Road Markings
  - IRC:SP :63:2004 Concrete Block Pavement
  - IRC:SP :042:2014 Guidelines on Road Drainage
  - IRC SP 086: 2010: Guidelines for Selection, Operation and Maintenance of Paver Finishers
  - IRC SP 085:2010: Guidelines for Variable Message Signs
  - IRC -67-2012 : Code of practice for road Signs
  - IRC -98-2011: Accommodation of utility services on roads in urban areas
  - IRC SP -41 -1994: Design of Grade Intersection
  - IRC 65 -2017: Guidelines for Planning and Design of Roundabouts
  - MORTH analysis for all the layers and items for the Road carriageway to be strictly followed and complied with.

**Note:** The codes listed above are the minimum list of the codes to be followed during construction and the contractor is bound to follow all the norms and standard for each item as per the Good Industry practice.

## Repair/rectification of Defects and deficiencies

The Contractor shall repair and rectify the Defects and deficiencies specified within the time limit set forth in the table below.

Nature of Defect or deficiency		Time limit for repair/rectification
<b>ROADS</b>		
<b>(a)</b>	<b>Carriageway and paved shoulders</b>	
(i)	Pot holes	24 hours
(ii)	Any cracks in road surface	15 (fifteen) days
(iii)	Any depressions, rutting exceeding 10 mm in road surface	30 (thirty) days
(iv)	Bleeding/skidding	7 (seven) days
(v)	Any other defect/distress on the road	15 (fifteen) days
(vi)	Damage to pavement edges	15 (fifteen) days
(vii)	Removal of debris, dead animals	6 hours
<b>(b)</b>	<b>Drains and culverts</b>	
(i)	Damage to or silting of culverts and side drains	7 (seven) days
ii	Desilting of drains in urban/semi urban areas	24 hours
iii	Railing, parapets, crash barriers	7 (seven) days (Restore immediately if causing safety hazard)
<b>(c)</b>	<b>Road side furniture including road sign and pavement marking</b>	
i	Damage to shape or position, poor visibility or loss of retro-reflectivity	48 hours
ii	Painting of km stone, railing, parapets, crash barriers	As and when required/Once every year
iii	Damaged/missing road signs requiring replacement	7 (seven) days
iv	Damage to road mark ups	7 (seven) days
<b>(d)</b>	<b>Road lighting</b>	
i	Any major failure of the system	24 hours
ii	Faults and minor failures	8 hours
<b>(e)</b>	<b>Trees and plantation</b>	
i	Obstruction in a minimum head- room of 5 m above carriageway or obstruction in visibility of road signs	24 hours
ii	Removal of fallen trees from carriageway	4 hours
iii	Deterioration in health of trees and bushes	Timely watering and treatment
iv	Trees and bushes requiring replacement	30 (thirty) days
v	Removal of vegetation affecting sight line and road structures	15 days
	<b>Foundation</b>	
i	Scouring and/or cavitation	15 days
<b>(f)</b>	<b>Other items</b>	
(i)	Damage or deterioration in kerbs, parapets, handrails and crash barriers	3 (three) days or (immediately within 24 hours if posing danger to safety)
(i)	Damage to wearing coat	15 (fifteen) days
(ii)	Growth of vegetation affecting the structure or obstructing the storm water.	15 (fifteen) days

## ROAD WIDENING

- **Wet Mix Macadam:** Providing, laying, spreading and compacting graded stone aggregate to wet mix macadam specification including premixing the Material with water at OMC in mechanical mix plant, laying in uniform layers with paver in sub- base / base course on well prepared surface and compacting with vibratory roller to achieve the desired density complete as per technical clause 406 of MORT&H specifications as per approved drawings, specifications and approval of Engineer-in-charge.
- **Dense Graded Bituminous Macadam:** Providing and laying dense graded bituminous macadam 80mm to 100mm thick with batch type HMP using crushed aggregates of specified grading, premixed with bituminous binder VG-30 @ 4%, Dense Graded Bituminous Macadam 80mm to 100mm thickness (Grading I) carriage of mixed material to site of work, laying with a hydrostatic paver finisher with sensor control to the required grade, level and alignment, rolling with smooth wheeled, vibratory and tandem rollers to achieve the desired compaction complete as per technical clause 507 of MORT&H specifications as per approved drawings, specifications and approval of Engineer-in-charge.
- **Bituminous Concrete:** Providing and laying bituminous concrete 30mm to 45mm thick with batch type hot mix plant using crushed aggregates of specified grading, premixed with bituminous binder VG-30 @ 6%, carriage of mixed material to site of work, laying with a hydrostatic paver finisher with sensor control to the required grade, level and alignment, rolling with smooth wheeled, vibratory and tandem rollers to achieve the desired compaction complete as per technical clause 509 of MORT&H specifications as per approved drawings, specifications and approval of Engineer-in-charge.
- **PC/TC:** Providing and applying tack coat with bitumen emulsion RS using emulsion pressure distributor at the rate of 0.25 kg per sqm on the prepared bituminous surface/granular surface treated with prime coat after cleaning the surface complete as per technical clause 503 of MORT&H specifications as per approved drawings, specifications and approval of Engineer-in-charge.

## STORM WATER DRAIN

It is proposed to have storm water drain on road alignment as per tender drawings. storm water drain channel shall have heavy-duty rated covers. Catch basin to be constructed to carry all the surface water from road, footpath and transfer it by RCC Hume pipe to the near main storm water drain. Catch basin shall have RCC heavy-duty perforated covers and catch basin along the edge of road shall have vertical/horizontal opening for carrying surface water. All the catch basin top of covers to have minimum following details - STORM WATER, BSCL/MCF, and Year of manufacturing.

Damaged cover , repair of Storm water Manhole need to be done in order to avoid water logging. Sewer Connection will not be in the Storm water Drain channel & to be connected to Sewer Line only.

New Catch basin need to be provided to Storm water Drain Channel. The contractor shall conduct all required surveys to find out the level/ invert level required for services and all investigations required to perform the job Alignment of storm water drain and location of catch basin provided in tender drawing is tentative.

Contractor has to verify the alignment along with the existing utilities services and Invert levels of the proposed drain. Contractor has to prepare shop drawings for proposed utilities services as per RFP drawings and as per site conditions/invert levels and validation of existing utility services submitting the same for approval purpose. Storm water proposal has been shown in drawings and drain design chart as per requirement as well as per Sectional dwg & Plan Dwg.The storm water discharge of all the roads shall be routed towards Akshar vihar and out of ABD area towards Nakatia River. Nagar nigam then has to connect this drain to the nearby River.storm water drain channel and the invert level are to be maintain as per the site. ontractor to Submit shop drawings for proposed utilities

services as per RFP drawings and as per site conditions/invert levels before execution of work and have approval from BSCL. Contractor has to submit shop dwg till satisfaction of BSCL.

## **LANDSCAPE**

### **SCOPE OF WORK: LANDSCAPE WORKS**

The scope of landscape architectural work of major roads includes executing details for hardscape and Softscape especially on road stretch on the road shoulders and median along with rotary/ green belt where indicated in the drawing. The hardscape would cover all works with the material specifications on pathways and paved areas, disability access, railing details, barrier kerb/walls, and street furniture. The softscape will be providing, supplying, installation and maintenance for the period of 4 years including 1 year for defect liability period, species of trees, shrubs, hedges and groundcover, all plant material given in the BOQ will be executed.

### **CIVIL WORK:**

Work under this Contract shall consist of furnishing all labour, materials, equipment and appliances necessary and required to completely finish including testing and commissioning of all the landscape works

including earthworks, civil works, landscape lighting, electrical works, irrigation, drainage, finishing items,

etc. and maintenance as specified in the Bill of Quantities and/or shown on the drawings. Typical design details for the street furniture, their placement will be executed at site. The interface of the existing road lanes and footpath to the proposed footpath and paved corridor along the road will be integrated. The underground services will have to be integrated in to the landscape scheme based on the design details provided. All manhole covers, catch basins and electrical works passing through the green/ landscape zone

will be coordinated.

The street furniture, on approval of BSCL , such as benches, lighting, waste bins and positioning of the signage, way findings etc. as specified in the BOQ and specifications will be identified in the landscape zone as per plan will be constructed/ installed at site.

- a. Setting out works and carrying out confirmatory survey.
- b. Construction of pathways, ramps, steps, walls, paved sit out areas with finishes as specified and any other civil items as specified in the drawings.
- c. Construction of feature walls, , supplies and installation of street furniture suchas benches, lights, bins etc with external finishes as specified.

The landscape design of road envisages forming a tree lined avenue with shaded spaces for rest areas on the left hand side of the ROW. The right hand side incorporates parking spaces for residents to access the vending zone on the other side.

### **FOOTPATH:**

A min 1.8 m wide walkway width to enable pedestrian traffic to walk freely has been proposed. It will have an inter locking paver floor, coloured interlocking blocks paving, and granite cut blocks for cobble surfaces as indicated in the drawings. The foot path and the cross overs at intersections will be disable

friendly with provision of tactile. It will also incorporate the swale to collect the storm water from the paved area.

## LANDSCAPING

- All footpaths shall have a continuous tree line to provide shade and improve the aesthetic of the streetscape.
- Placement of landscaping shall be coordinated with other street amenities (especially advertising panels and utility boxes) to maintain a clear path of travel for pedestrians so as to not obstruct their through movement.
- Height of trees shall be maintained so that it does not hinder the visibility of all road
- All trees will be protected with tree pits/grates that allow maximum soil exposure enabling water and air to get to the roots.
- Tree pits, with a minimum dimension of 1m x1m, shall be provided to accommodate the growth of root structures as tree matures.
- Trees should not obstruct the pedestrian flow. It is recommended to plant the trees in green/Furniture zone as recommended by IRC codes.
- It is mandatory to have tree pits which provide space for tree growth. Tree pits can be individual and connected.
- Plantation at the edge of the footpath should not be of a type which would overgrow and spread on to the Footpath blocking pedestrian path.
- Appropriate tree species should be used according to the area of the plantation.
- Dedicated green zone has been planned in the road footpath of 1.2m. Wherever the ROW allows the Green zone has been increased up to 2.5m so as to make the roads more aesthetically pleasing

## EXISTING TREES ON CARRIAGEWAY

At some locations where existing trees occupy space on carriageway, they need to be highlighted with chevron road marking or catlights so that they are visible at night. If possible they should be shifted making sure their life and growth is not effected.

## LIST OF PLANTS AND RELATED AMENITIES TO BE PROVIDED

- Fishtail palm plant of ht. 270-300 cm bottom girth 40-50 cm
- Foxtail palm plant of ht. 240-270 cm bottom girth 35-40 cm
- Fixing M. S. tree guard 50 cm square in plan, height 1.40 metre above ground level and 0.50 metre below ground level.
- Preparation of mounds of various size and shape in the Road
- Neelgiri/Mexican grass turf with earth 50mm to 60mm thickness of existing ground stacking of plant Bauhinia acuminata of height 60-75 cm. in earthen pots of size 20 cm
- Ficus panda of height 90-105 cm. with 10-12 branches and healthy foliage, well formed in cement pots of size 30 cm
- Ficus blackii (F.vivion) of height 45-60 cm. with 6-8 branches healthy foliage in earthen pots of size 25 cm
- Azadirachta indica ( Neem ) of height 120-130cm in big polybag of size 25 cm
- Saraca indica (Sita Ashok) of height 105-120cm. in big poly bags of size 25 cm
- Mangifera indica (Mango-grafted ) of height 60-75cm. in big poly bag of size 25 cm

## **HORTICULTURE**

Work under this Contract shall consist of furnishing all labour, materials, equipment and appliances necessary and required to completely finish including testing and commissioning of all the landscape works

including plantation of trees, shrubs, groundcovers, palms, climbers, etc. and maintenance as specified in the Bill of Quantities and/or shown on the drawings.

The planting work shall include but not be limited to the following:

- a. Provide for all plant material as per the BOQ
- b. Provide labour, equipment, services and transport.
- c. Provide planting soil from approved source.
- d. Provide topsoil for all plants.
- e. Provide fertilizers, chemicals and manure and stakes as specified.
- f. Prepare and stake out all planting locations.
- g. Prepare plants pits, back filling; prepare "sources" for watering, adding soil after settlement.
- h. Spraying insecticides as required, before planting.
- i. Staking, supporting, wrapping and tying all major trees and shrubs.
- j. Transplanting, if any
- k. Disposal of debris and unused materials.

## **STREET FURNITURE AND LIGHTING**

Street furniture and lighting equipment have a major impact on the appearance of street and will be planned as part of the overall design concept.

### **STREET FURNITURE:**

Seating, Lighting , Dustbins, Solar Powered Lights, Canopies over parking area, vending Zones etc all form part of the Street Furniture and shall be placed as per specification n the BOQ.

#### **General**

(a) Street furniture will be integrated into the overall appearance of a street. Particular attention is paid to the aesthetic quality of street furniture and lighting.

(b) Street furniture that encourages human activity can also contribute to a sense of place.

(c) Street furniture of direct benefit to street users, particularly seating, is encouraged but should be sympathetic to the design of the street and respect pedestrian desire lines.

(d) Seating to provide rest points for pedestrians, particularly those with mobility or visual impairments.

(e) Extra seating has been considered where people congregate, such as vending kiosks, squares, local shops and schools.

(f) Seating can sometimes attract anti-social behaviour and therefore should be located where there is good lighting and natural surveillance.

(g) Street furniture, including lighting columns and fittings, will be resistant to vandalism and placed in positions that minimize risk of damage by vehicles.

(h) Street furniture will be aligned on footways, preferably at the rear edge in order to reduce clutter.

(i) All street furniture should be placed to allow access for street cleaning.

(j) Guard railing will be installed to restrict the movement of vulnerable road users. It will be necessary to introduce barriers to pedestrian movement.

Components under Street Furniture are as follows:

### **PEDESTRIAN CROSSING FACILITY**

Pedestrians are vulnerable to being involved in accidents. Therefore, adequate consideration has been given to their safety through provision of facilities. The project has been provided with safe crossing facilities for the pedestrians.

The following criteria have been followed regarding selection of pedestrian crossings:

**At-Grade Pedestrian Crossing (Pedestrian Crosswalk):** Pedestrian crosswalks at all important intersections and such other locations where substantial conflict exists between vehicular and pedestrian movements (like bus bays, schools and settlement areas etc.). They shall be elevated to the level of the adjacent footpath, with ramps for motor vehicles with a slope of 1:8 or 1:10. Cross walks shall be alongside all the roads with maximum distance between the two crossings not more than 200m

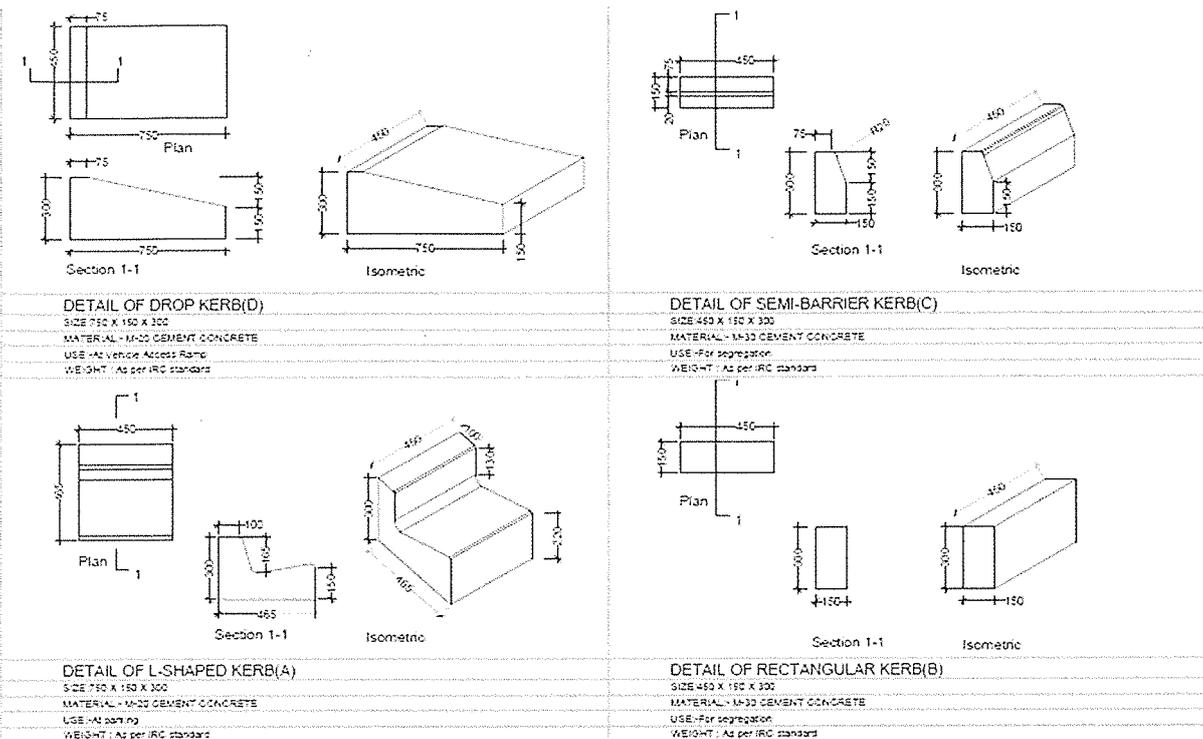
### **Railing**

- Railings may be used on medians/ dividers and Junctions.
- They need to be aesthetically pleasing and should enhance the look of the street. At the same time their design should be robust, difficult to tamper or break and difficult for people to easily climb or sit on it.
- The height of railing to be a maximum 1.1M.
- Railings to be fixed with strong concrete base and should be continuous. Care should be taken that they are uniform.
- Railing on the footpath are generally to be avoided as it creates hindrance for pedestrians in accessing the footpath. Railings may be considered for footpaths in the vicinity of junctions to ensure that pedestrians can cross only at the designated crossing and also to prevent vehicular movement on footpath.

### **Jersey Median**

Jersey barrier is used on site as a modular concrete applied to separate traffic lanes on the road. Particularly in the night time, to make it visible it is painted with vertical black/yellow line. Jersey barrier also helps to avoid damage to vehicles during accident. Jersey Barriers help to separate lanes of traffic while minimizing the risk of head-on collisions. Most of the roads have medians. Jersey Barriers are to be used where the roads do not have medians or inappropriate ones.

Kerbstone



Bollards

Bollards are entry restricting elements on streets whose purpose is to discourage vehicles from entering into pedestrian space or cycle tracks. Bollards are also used to demarcate and safeguard any space for pedestrians.

Choice of material is made such that they are easy to replace and procure but difficult to break or steal eg: Concrete bollards/SS Bollards.

- Bollards should have reflective radium tape fitted on it to make it easily visible in the dark.
- Bollards should be provided on footpath at strategic locations in the vicinity of road junctions to prevent entry of vehicles. Railings should also be provided for the purpose as necessary. Combination of bollards and railings would prevent vehicle movement on footpath which is rampant near junctions.
- SS Bollard shall be as per vendor Specification however Concrete bollard can be constructed as per the details provided in the DPR.

ROAD MARKINGS

Road Marking is an essential element which is required for improving efficiency of the streets. It shall be applied only where required as per the survey. Markings should strictly adhere to:

- **IRC 35 – 2015 for road markings**
- **MOUD IUT Code of Practice for Road markings**

Road Markings are done in following ways:

- Line – Center line, Dotted line, Stop line etc.
- Arrows – Straight, left, right, U-Turn, round about
- Word – STOP, BUS WAY, CYCLE LANE etc.
- Diagram – Cycle, utility box, bus box etc.
- **Paint Markings:** Paints used for road markings should be hot applied Thermoplastic paints instead of ordinary paints, for better visibility and long life. Visibility at nights is improved by the use of minute glass beads embedded in the pavement marking material to produce a retro reflective surface.

- **Plastics:** Cold rolled or glued down plastic strips with adhesive at the back are used for cross walks / Zebra strips. This product is heavy-grade material with reflective beads embedded in the plastic. This method is used to mark the stop lines on bituminous roads in high density urban areas.
- **Epoxy technology** has become more affordable and reliable. This material competes directly with plastic with respect to usage and cost. Cats eye are reflectors which either reflect the light falling on them or can have a blinking mechanism at important locations.

## Pavement

### FOOTPATHS (SIDEWALKS)

The Footpath / sidewalks have been proposed in all the roads above the utility services and available width alongside the roads. All the footpath area apart from the Region above Utility ducting shall be Interlocking pavers.

### DESIGN RECOMMENDATIONS:

- **Width of the footpaths:** It is to be determined based on the street hierarchy and ROW, land use and as per the universal accessibility design.
- **Provision of at least 1.8 m clear width of unobstructed walking zone:** All such elements like trees, street lights and street furniture should be placed in the green zone wherever required.
- **Raised footpath:** Footpath will be raised above carriageway and separated by curb and will be design at a height of around 200 mm above road level.
- **Ramps to bring footpath down:** Suitable ramps will be provided at property entries to and road turnings in order to help the pedestrian in continuing to walk without difficulty.

The design and dimension of the Zebra crossing should comply with IRC 35- 2015 code of practices for road markings which are as follows:

- **Dimensions:** The zebra markings of a pedestrian crossing consist of equally spaced white strips generally 0.3m width in accordance with IRC 67- 2010. Distance between stop line and edge of end line shall be 2m Approx. (Traffic signal to be placed in between the two wherever required)
- **Material:** To be painted with thermoplastic white paint.
- **Information signage:** The zebra crossings have been provided with warning sign and also information sign. On approach to school, warning sign shall be provided and zone shall be provided with footways and speed limit sign (Refer IRC: SP: 67-2012).
- **Differently-Abled Friendly:** Tactile paving shall be embedded in Zebra crossing to guide specially-abled people and all along the road side.

## Parking

### ON STREET PARKING:

- On-street parking shall be clearly designated, managed, charged and restricted in volume. Parking areas shall be allocated after providing adequate space for pedestrians, cyclists, trees and landscaping.
- Different slots of parking Modules have been prepared where an extra lane has been planned for the Entry and exit of the vehicle.
- Each parking slot shall be no more than **5.0m x 2.5m** for a four-wheeler. The same area can be used to park minimum 4 two-wheelers. Additional buffer may have to be provided at either ends of the parking bay for safe entry and exit of vehicles from these parking bays.
- Unlike footpaths and cycle tracks, parking lanes are not continuous and the bidder shall conduct his own survey to determine the parking bays along the roads. On-street parking may be provided where space is available in the public right-of-way, after providing necessary infrastructure.

- Parking signage shall be erected that clearly communicate parking rules to the public, and shall be in compliance with IRC: 67-2010. All signage will be located so as to not hinder pedestrian and cyclist movement, preferably in the furniture zone. Signages are depicted in the drawings available for the estimate purpose and therefore shall be placed strictly following the IRC Codes
- The provision of on-street parking shall depend on the land use context, ROW and type of roads and its usage.
- It is recommended to use bollards at the end of the parking strip to prohibit undisciplined parking and encroachment.
- Boom Barrier shall be provided at both the entry and exit Point and all the parking shall be chargeable and managed by the third party operator or By Nagar Nigam themselves.

#### PROVISION OF RICKSHAW and Auto STANDS

- Rickshaw stands should be preferable located nearby junction , near bus stations/stops and other transit station
- Rickshaw should not wait at the entry and exit of cycle track or pedestrian zone and thus the Bidder needs to verify the drawings and adjust as per the ground conditions.
- Parking and halting of the auto rickshaws should not be within 50 metres of the major bus stops or Junctions in the city.
- Rickshaw stands should be located at road side with orientation along the direction.

#### Two Wheeler Parking

Parking facility for Two wheelers have been provided according to the survey details. Three modules of parking set has been proposed where in first set has an additional lane so that it does not effect the movement on road. Second Module is planned for the roads with limited ROW and the parking is planed perpendicular to road carriageway as per the Demand Study. Bicycle stand shall be provided according user data and only Cycle stands shall be provided. Third Module is planned where Two rows of Bike parking can be provided with a movement lane in between. All the parking shall be made chargeable for revenue generation. The bidder is required to conduct his own survey to determine the exact Parking spots.

#### Boom Barrier

A **boom barrier**, also known as a **boom gate**, is a bar, or pole pivoted to allow the boom to block vehicular or pedestrian access through a controlled point. There are various technologies for an automatic boom barrier. One of them is electro-mechanical, which is widely used due to its reliability. Specification of the barrier needs to be followed as per the specification in BOQ. Boom Barrier shall be planned at all entry and exit point for two wheeler and 4 wheeler parking with operator.

#### Street Light

Street lighting shall be provided such that the longitudinal dimension is equivalent to three times the pole height, and horizontal dimension is slightly longer than the pole. The table below indicated pole height and spacing option. The spacing between two light poles shall be approximately two to three times the height of the pole.

Street Type	Pole height (m)	Spacing (m)
Footpath (< 5m width)	7	15

- Additional lighting shall be provided particularly at black spots, areas of sexual harassment and/or violence, areas of personal crime, and areas of isolation.
- A single row of light posts is generally sufficient for streets up to 12m wide.
- On wider streets, dual lights can be mounted on a single central post. Single arm or double arm shall be planned according to the road usage.
- Lighting should be designed to ensure that both the vehicular carriageway and pedestrian/cycle track are sufficiently illuminated.
- Solar Powered Lighting shall be Provisioned in the road .

#### 4.3.8 Street Furniture

##### Benches

- Benches or seating should be provided at the building/ frontage edge of the footpath and ideally with provision of shade.
- Where seating is oriented parallel to the curb, it should face toward buildings when located in the furnishings zone, or away from buildings when located in the frontage zone.
- Where sidewalk width permits, seating in the furnishing zone should be perpendicular to the curb.
- Seating should be designed to encourage sitting and to discourage lying down.
- Specification of the seating needs to be according the DPR and specification provided in BOQ
- Benches specification will change on the Roads and the detail shall be as per the specification in BOQ

##### TRASH BINS

- Size of trash bins should be such that it does not occupy more than 2sq.m of space of any street.
- Trash bins should be located ideally on the green zone or within verge between carriageway and footpath.
- It is recommended to provide for separate bins for segregating the wet waste and recyclable waste.
- Trash bins should be placed near all transit stations, parking areas and junctions.
- If there are any existing bins on the road stretch the same shall be shifted to desired locations in the city such that the existing infrastructure.
- Specification of the Dustbins should be as per the BOQ

##### Canopy over Auto Stands/E-Rickshaw

It is proposed to provide tensile canopies over the area where public vehicle shall be parked or where the pick up or drop off Zones shall be given. MS or SS Structure shall be constructed with Mehler fabric. As an element of place-making, spaces for halting can be created as spaces for public interaction. Having handicraft theme based canopies can set the tone of the place and inspire people to take pride in the locally produced goods and skills.

##### Signage

- Signage should be predominantly placed such that it does not create any hindrance but is clearly visible to road users.
- Signage should not be installed within footpath walking zone but only at edge of footpath such that vertical clearance below lowest point of signage would be minimum 2.4m.
- It should be placed on the left side of the road and perpendicular to the line of the approaching traffic.
- Minimize sign board clutter by locating multiple, related signboards on single pole.
- Placement should be such that it is not in conflict with services and trees on roads. Furniture zone provided is a good location for placing signage.
- Signage should follow uniformity as regards design and pattern for various types of signage so that those are easily identifiable and readable by the road users.

## Design Recommendations:

- The design, colors and fonts of signage have to be in accordance with IRC 67-2012.
- IRC has listed 47 mandatory signs, 60 cautionary signs and 68 informative signs. These have to be appropriately used as per the requirement.
- Signage should be placed ideally in shoulders or parking spaces or MUZ. If placed on footpaths they should not obstruct pedestrian flow or access to properties.
- Gantries and signboards for bus stops/information signs should not obstruct footpaths.

## Traffic Signs

Traffic signs have been prescribed in the Motor Vehicles Act 1988 for following:

- Road Safety Rules
- Permissible Speed and Access.
- Warning about potential hazards
- Directions and distances of destinations, landmarks and suburbs.

Commonly used road signs as per IRC 67-2012 are as follows:

- **Mandatory/Regulatory Signs:** In accordance with the Motor Vehicle Act, 1988, every driver of a motor vehicle shall drive the vehicle in conformity with any indication given by the mandatory signs and not obeying these signs is an offense. These signs are generally on circular boards.
- **Informative Signs:** These guide the road users regarding the distance and directions roadside facilities & destinations. These signs are on rectangular boards.
- **Cautionary/warning Signs:** Cautionary signs are meant for cautioning the driver about the hazards lying ahead on the road. These signs are on triangular boards.

## Advertisement Boards

Advertising on streets has become a necessity in today's marketing generation. Outdoor advertising is also a revenue stream for Municipal Corporation. Advertising affects the aesthetics and safety of the street to a great extent.

- No part of the structure should project on the carriageway, footpath or cycle track.
- The structure should not be detrimental to safety of the people, vehicles and adjoining property.
- Should not adversely affect the aesthetics and beauty of the city scape and the city in general.
- Advertisement boards should not be put up on compound walls and at street corners in a way that cross view of traffic is blocked and blind corner is formed.
- Should be placed such that it does not adversely affect the beauty and unique character of important places, landmarks, heritage sites, religious buildings and natural elements like river, hills, trees etc.
- Sky signs should not be placed near intersection i.e. they should be placed beyond 50m distance from the 'STOP' line marked at the intersections of roads.
- Advertisement board should not be of a type (for example - very brightly lit, causing glare, moving & changing figures, running lines etc.) and at such location that it would divert attention of vehicle drivers causing unsafe conditions on road.
- Advertisement boards may be located in Green Zone/Furniture Zone Identified or parking

## Vending Kiosk

- Street vending shall be accommodated as per the drawing provided . Location of the vending zone has been planned as per the survey conducted. Two modules of the vending zones have been created. Well-

planned vending zones allow formal and informal vending to coexist together without compromising pedestrians and cyclists mobility

- Vending areas shall be positioned in the furniture zone, to ensure the continuity of footpaths and cycle tracks
- Concerned authorities shall refer to their city-specific Street Vending Act/state level rules for permitted dimensions of street vending stalls. Typical layout of the Modules are as follows:

Vending zones shall be mixture of Fixed Vending carts and Dedicated vending spots. Proper policing shall enable effective use of space and no encroachment outside vending area to provide hassle free movement to the People. Vending Zones shall be planned one step up from the pedestrian path.

## **MAINTAINANCE:**

### **Roads and Public Realm Operation and Maintenance**

O&M activities covered under the project include the following points:

#### **Sidewalk/Plaza Maintenance**

##### **a) Stone paving installation and replacement**

- To replace an individual unit, or an area of paving, one unit needs to be completely removed from the paving. Other units can then easily be removed if required.
- Brush off any jointing sand adhering to the edges of the blocks or chip off any mortar adhering to the edges of flags.
- The exposed bedding layer can be floated, trowelled or screened to prepare it for replacing the paving units. If correcting levels, add or remove bedding material as required.
- After breaking up old pavement, remove and recycle as much as possible.
- Regular visual inspection: It is necessary to observe the non-appearance of new damages in the repaired stone pieces, as well as healthy parts.
- Use same quality stone for paving replacement.
- Pavement will be marked with spacers between stones for future service utility laying (0.9mt. wide). This area shall be only used for laying future services like electricity, OFC, water supply pipe etc unless otherwise instructed at site by site engineer.

#### **Cleaning paving**

- Interlocking paving provides a durable, hard wearing surface, but like any other surfacing material, may suffer from staining. Due to the nature of its construction, vegetation may also grow in the joints, or on the paving itself in shaded areas which remain damp.
- Regular maintenance and good cleaning practices will enhance the overall appearance of the paving in the long term.
- The cleaning speed should be slow to control the effects that occur.
- The selected method should not produce products that alter the stone items. The method chosen should not damage the surface of the piece.
- Any building dirt or leftover reclamation staining may be removed quite satisfactorily with a proprietary cleaning solution, if necessary.
- If necessary, stone paving surfaces may be washed with brush and water or using high pressure hoses. If the latter, care should be taken not to blast away sand in joints. Do not use high pressure jets or suction cleaners for at least 3 months to allow normal detritus build up.

#### **Landscape maintenance**

- During the establishment period all trees and shrubs shall be watered by thorough deep watering at regular intervals.
- All dead trees shall be replaced by same tree species and with same height trees as a healthy one.

- It is to be ensured that the trees and plants after being planted do not get damaged or deteriorate due to the construction works carried out on the site.
- Prune trees and shrubs during the dormant season to facilitate proper growth and sight lines for vehicles and pedestrians.
- Keep basins and planting areas free of weeds. Remove weeds manually or by torch. Use broadcast herbicides only as a last resort and use approved natural herbicides. Avoid application of fertilizer if rain is expected.
- Do not leave leaves, twigs, chips, or other debris in the gutter or paved shoulder.

### **Street/Road Repair and Maintenance**

#### **a) Asphalt/concrete removal**

- Schedule asphalt and concrete removal activities for dry weather.
- After breaking up old pavement, sweep up materials thoroughly to avoid contact with rainfall and storm water runoff. Recycle as much material as possible, and properly dispose of non-recyclable materials.

#### **b) Concrete installation and replacement**

- Avoid mixing excess amounts of fresh concrete or cement mortar on-site. Store dry and wet materials under cover, protected from rainfall and runoff.
- Wash out concrete transit mixers only in designated wash-out areas where the water will flow into drums or settling ponds or onto dirt or stockpiles of aggregate base or sand.
- Whenever possible, return left-over materials in the mixer barrel to the yard for recycling.
- Dispose of small amounts of excess concrete, grout, and mortar in the trash.

#### **c) Patching, resurfacing, and surface sealing**

- Stockpile materials away from streets, gutter areas, storm drain inlets or watercourses. During wet weather, cover stockpiles with plastic tarps or berm around them if necessary, to prevent transport of materials in runoff.
- Pre-heat, transfer or load hot bituminous material away from drainage systems or watercourses. Cover and seal nearby storm drain inlets and manholes before applying seal coat, slurry seal, etc. Leave covers in place until job is complete and until all water from emulsified oil sealants has drained or evaporated. Clean any collected materials from these covered manholes and drains for proper disposal.
- After the job is complete, remove stockpiles (asphalt materials, sand, etc.) as soon as possible.

### **Signing and striping**

- All signage should be checked regularly for any damage.
- The damaged sign boards should be immediately replaced to avoid inconvenience of the users.
- Road markings should be repainted if necessary.

### **Jersey barrier maintenance**

- The areas around the median/ barrier should be checked for litter, spattering and stains. Wet or dry-cleaning method must be adopted as required.
- In case of scrapped paint or discoloration due to weather or external factors, the units may be repainted.

### **Equipment cleaning, maintenance, and storage**

- Clean equipment including sprayers, sprayer paint supply lines, patch and paving equipment, and mud-jacking equipment at the end of each day. Conduct cleaning at a corporation or maintenance yard if possible. Use proper collection methods for the cleaning solution and recycle or dispose of waste materials at an approved hazardous waste facility.

### **Street/Road/Sidewalk Sweeping and Cleaning**

#### **a) Sweeping timing and frequency**

- Define the street sweeping program, and set priorities for sweeping frequency based on factors such as traffic volume, land use and get it approved by BSCL.
- Establish and maintain a consistent sweeping schedule.
- Establish and implement a record-keeping system to evaluate the effectiveness of the sweeping program.

b) Observations of material accumulation

- Sweeping equipment operation and selection
- Ensure the equipment operators are operating according to manufacturer's recommendations.
- Maintain equipment in good condition and purchase replacement equipment as needed.

c) Other measures to improve sweeping efficiency

Require operators to report trees or other obstructions interfering with street cleaning.

### **Curb Maintenance**

- Deteriorated curb blocks should be removed and replaced with same quality curbs.
- For installing the curb-stones it firstly needs to be outlined where the stones are going to be placed and calculate how much higher of the level of the square the stones are going to be.
- Curb stones should be installed using a water level and following a rope.
- The stones must be secured from the front and behind in joints, which can be done with the help of concrete bedding.
- Preventive maintenance includes regular deck flushing, sealing the joints with waterproofing sealants.
- Painting of curbs if required has to be done as per Traffic police norms during maintenance period.

### **Railings maintenance**

- The railings should be visually inspected on a regular basis for any signs of damage, vandalism, breakdown of surface finish, and build-up of salt, dirt or atmospheric residue. Painting of railing is to be done for all surfaces where the paint has been removed due to weather or vandalism.
- In addition to the visual inspection, a regular cleaning regime is also required.
- For light scratches / chips where the base material is exposed then a suitable coat should be carefully applied to the defect, followed by a topcoat finish of a matching acrylic-based paint or touch up
- Stainless steel finishes should be cleaned as required, with a frequency of at least every three months

### **Lay-byes maintenance**

- The lay-bye markings should be visually inspected for any damage and repainted if necessary
- The changing points at the lay-byes should be inspected regularly and any damage should be quickly attended to.
- It should be ensured that the lay-byes do not get encroached by temporary shops, settlements or obstacles which shall defeat the purpose of the space, in co-ordination with the local traffic police, Nagar Nigam or concerned departments, keeping the supervising team of the PMC informed.

### **Street furniture maintenance**

a) Benches and Dustbins

- To maximize life expectancy the seating and dustbins should be visually inspected on a regular basis for any signs of damage, vandalism, breakdown of surface finish, build-up of salt, dirt or atmospheric residue, and loose fixings.
- Damaged items shall be replaced if cannot be repaired.
- All cleaning and maintenance should be recorded, detailing the method of cleaning, what products have been used, and what repair work has been undertaken.

b) Lighting

- Cyclical maintenance intervals for lighting installations should be determined to ensure the installations correct operation and light output, minimize failures and maximize life.
- Lamp replacement policies should be carefully evaluated taking account of local technical considerations.

c) Vegetation

- During the establishment period all trees and shrubs shall be watered by thorough deep watering at regular intervals.
- Prune trees and shrubs during the dormant season to facilitate proper growth and sight lines for vehicles and pedestrians.
- Keep basins and planting areas free of weeds. Remove weeds manually or by torch. Use broadcast herbicides only as a last resort and use approved natural herbicides. Avoid application of fertilizer if rain is expected.
- Do not leave leaves, twigs, chips, or other debris in the gutter or paved shoulder.

#### Litter Control

- Post “No Littering” signs where needed and enforce anti -littering laws.
- Provide an adequate number of litter receptacles in commercial areas and other litter- source areas.
- Empty litter receptacles on a frequent enough basis to prevent spillage. Encourage public education efforts to include an anti-littering message.

#### Penalty :

1. Below is the list of items for which penalty shall be incurred against repetitive items which are to be maintained for the Landscaped area Under each intersection. Inspection/ Audit shall be done periodically to keep a check on the maintenance of the Landscaped Area. Penalty shall be incurred against below mentioned items for non-compliance for maintenance of horticulture items as per the below table.

Sl. No	Nature of service	Maintenance Activity	Time Span	Time Span allotted for restoration	Penalty Amount (To be deducted per intersection after time Span restoration)
A	Watering	Watering the whole area of lawns/garden, turfs, flower beds/ shrubs ground covers etc under the contract daily at the rate of 4 to 5 liters per sqm area, uniformly, using all tools and tackles like rubber hose, sprinkler. Water will be made available at watering points.	Daily	-	Rs 600 /day
2	Trimming				
A	Shrubs/ Hedges	All overgrown Shrubs & hedges shall be periodically trimmed once in 4 weeks.	Feb - July	1 Week	Rs 1000 per week
		All overgrown Shrubs & hedges shall be periodically trimmed once in 8 weeks.	July-Jan	1 Week	
B	Ground Covers	Trimming of Ground covers & removal of unwanted plants for 2 weeks	Feb - July	1 Week	Rs 1000 per week
		Trimming of Ground covers & removal of unwanted plants for 4 weeks	July-Jan	1 Week	

Sl. No	Nature of service	Maintenance Activity	Time Span	Time Span allotted for restoration	Penalty Amount (To be deducted per intersection after time Span restoration)
C	Hardscape	All hardscape elements like Pathways in Interlocking Block, disposal of rubbish etc. shall be reviewed on daily basis for any repair work if necessary.	Daily	2 days	Rs 600 for every item
D	Railing	Grills / Railings to be protected & welded / re-erected/ repaired on urgent basis.	As Required	4 Days	Rs. 500/ day
E	Light Fixtures & Street Poles	Luminaries to be replaced/ repaired when required.	As Required	7 days	Rs. 500/ Light

Contractor shall maintained the landscaped area as per scope for maintenance, if failure of maintenance will attract penalty as per prorated basis or as directed by engineer in charge.

## OPERATION AND MAINTENANCE

1. The period of operation and maintenance (O&M) will be **Four (4) years (1 year DLP and 3 years Maintenance)**, and will start only after the date of successful commissioning & functioning of the project, as specified in the Special Conditions of Contract.
2. During the O & M period of the products given by the successful bidder, the bidder shall give assurance that goods to be supplied shall be new and free from all defects and faults in material, workmanship, and manufacture and shall be of the highest grade and consistent with the established and generally accepted standards for materials of the type ordered and shall perform in full conformity with the specifications and drawings. The bidder shall be responsible for any defects that may develop under the conditions provided by the bidder and under proper use, arising from faulty materials, design or workmanship such as corrosion of the equipment, inadequate contact protection, deficiencies in circuit design and or otherwise and shall remedy such defects at his own cost when called upon to do so by the tenderer.
3. If it becomes necessary for the bidder to replace or renew any defective portion/portions of the equipment under this clause, the provisions of the clause shall apply to the portion/portions of equipment's replaced or renewed or until the end of the above- mentioned period of 48 months, whichever may be later. If any defect is not remedied within the time specified above, then the penalty will be laid as per penalty clause. The Purchaser may proceed to get the work done at the Supplier's risk and expenses, but without prejudice to any other rights which the Purchaser may have against the Supplier in respect of such defects.
4. Replacement under O&M clause shall be made by the Supplier free of all charges at site including freight, insurance and other incidental charges.
5. Under the O&M period, the bidder has to manage and maintain in working condition of the entire contract period.

## Manpower Required for the Work

## 1. construction phase :

Sr. No.	Position	Qualification	Experience of execution of similar works
1	Project Manager (1 Nos)	B.E./B.Tech. Civil	10 Years experience of Project Management
2	Site Engineer (2 Nos)	B.E./B.tech. Civil	5 Years
3	Site Supervisor (5 Nos)	ITI or Diploma Civil	3 years
4	Surveyor (2 Nos)	ITI or Diploma Civil	3 years
5	Procurement Expert	B.E/ B.tech I.T.	3 years
6	Health Safety Engineer	Diploma in Safety/B.E/ B.tech. Civil	3 years
7	Quality Control Engineer	B.E/ B.Tech. Civil/QC Engineer	3 years
8	Horticultutre Expert	Bachelor in horticulture sciences	3 years

## 2. Maintainance Phase

Sr. No.	Position	Qualification	Experience of execution of similar works
1	Sr. horticulturist (1 no.)	(agri/ horti) Degree holder	3 years
2	Sr. Gardener (Mali)(4No.s)	Silled Labour	4 years
3	Site Supervisor(2 no.s)	ITI or Diploma Civil	3 years
4	Painter/ electrician	Silled Labour	3 years
5	Sweeper (8 no.s)	Unsilled Labour	3 years

## Notes:

Contractor shall setup a central monitoring office in Bareilly which shall be functional for the entire duration of the project including the maintainance phase.

**List of minimum Key plant and Equipment to be deployed on Contract works (Road Works)**

Sr. no.	Equipment Type and Characteristics	Capacity	Minimum No. of Plant and Equipment (in Nos)
1	Hot Mix Plant (Batch type) with electronic controls	Minimum 100 TPH	1
2	Transit Mixture	5 cum	2
3	Paver finisher with electronic sensor	Capable of paving upto 12 m width	1
4	Vibratory Roller	Minimum 10 tonne operating weight	2
5	Tandem Roller	8 tonne (minimum)	1
6	Excavator	1.25 Cum (minimum)	1
7	Front End Loader	1 Cum	1
8	Tipper	10 tonne (minimum)	2
9	Generator	250KVA	1
10	Smooth Wheeled Roller	8-10 Tons	2
11	Air Compressor	250cfm	2
12	Emulsion Pressure Distributor	1750 sqm/hour	2
13	Road marking machine	60sqm/hr.	1
14	Grader	3.35mtr blade	2
15	Compactor		2
16	Water Tanker		2
17	Concrete Batching & Mixing Plant	Min Capacity 15 cum/hour	1
18	WMM Plant		1

**Note:**

- I. The bidder shall specify the no. of equipment available with him/can be arranged by him which shall be deployed for this project.

**List of Minimum Equipment to be deployed for field testing laboratory (as per IS Standards)**

Sr. no.	Equipment Type and Characteristics
1	IS Sieve set for coarse and fine aggregate
2	Weighing Balance
3	Thermometers
4	Core cutter and sand replacement equipment
5	Rapid moisture meter
6	Bitumen extraction testing apparatus
7	LL & PI testing apparatus
8	Standard Proctor density test apparatus
9	Camber Road
10	Straight Edge
11	Oven

## Part 3 - Section VIII- General Conditions of Contract

## 1.1.1.General

<p><b>1. Definitions</b></p>	<p>1.1. Boldface type is used to identify defined terms.</p> <p>a) The Accepted Contract Amount means the amount accepted in the Letter of Acceptance for the execution and completion of the Works and the remedying of any defects.</p> <p>b) The Activity Schedule is a schedule of the activities comprising the Supplying, Erection, testing, and commissioning of the Works in a item rate contract. It includes a price for each activity, which is used for valuations and for assessing the effects of Variations and Compensation Events.</p> <p>c) The Adjudicator is the person appointed jointly by the Employer and the Implementing Agency to resolve disputes in the first instance, as provided for in GCC23.</p> <p>d) Gol means Government of India</p> <p>e) Activity schedule means the <b>Detailed Project Plan</b> covering break-up of each phase into the key activities, along with the start and end dates forming part of the Bid.</p> <p>f) Compensation Events are those defined in GCC hereunder.</p> <p>g) The Completion Date is the date of completion of the Works as certified by the Project Manager.</p> <p>h) The Contract is the Contract between the Employer and the Implementing Agency to execute, complete, and maintain the Works. It consists of the documents listed in GCC Sub- Clause 2.6 below.</p> <p>i) The Implementing Agency is the party whose Bid to carry out the Works has been accepted by the Employer.</p> <p>j) The Implementing Agency's Bid is the completed bidding document submitted by the Implementing Agency to the Employer.</p> <p>k) The Contract Price is the Accepted Contract Amount stated in the Letter of Acceptance and thereafter as adjusted in accordance with the Contract.</p> <p>l) Days are calendar days; months are calendar months.</p> <p>m) A Defect is any part of the Works not completed in accordance with the Contract.</p> <p>n) The Defects Liability Certificate is the certificate issued by Project Manager upon correction of defects by the Implementing Agency.</p> <p>o) The Defects Liability Period is the period named in the PCC pursuant to Sub-Clause 34.1 and calculated from the Completion Date.</p> <p>p) Drawings means the drawings of the Works, as included in the Contract, and any additional and modified drawings issued by (or on behalf of) the Employer in accordance with the Contract, include calculations and other information provided or approved by the Project Manager for the execution of the Contract.</p> <p>q) The Employer is the party who employs the Implementing Agency to carry out the Works, as specified in the PCC.</p> <p>r) Equipment is the Implementing Agency's machinery and vehicles brought temporarily to the Site to construct the Works.</p>
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- s) "In writing" or "written" means hand-written, type-written, printed or electronically made, and resulting in a permanent record;
- t) The Initial Contract Price is the Contract Price listed in the Employer's Letter of Acceptance.
- u) The Intended Completion Date is the date on which it is intended that the Implementing Agency shall complete the Works. The Intended Completion Date is specified in the PCC. The Intended Completion Date may be revised only by the Project Manager by issuing an extension of time or an acceleration order.
- v) Materials are all supplies, including consumables, used by the Implementing Agency for incorporation in the Works.
- w) The Project Manager is the person named in the PCC (or any other competent person appointed by the employer and notified to the Implementing Agency, to act in replacement of the Project Manager) who is responsible for supervising the execution of the Works and administering the Contract.
- x) PCC means Particular Conditions of Contract.
- y) The Site is the area **defined as such in the PCC.**
- z) Site Investigation Reports are those that were included in the bidding documents and are factual and interpretative reports about the surface and subsurface conditions at the Site.
- aa) Specification means the Specification of the Works included in the Contract and any modification or addition made or approved by the Project Manager.
- bb) The Start Date is **given in the PCC.** It is the latest date when the Implementing Agency shall commence execution of the Works. It does not necessarily coincide with any of the Site Possession Dates.
- cc) A Sub-Implementing Agency is a person or corporate body who has a Contract with the Implementing Agency to carry out a part of the work in the Contract, which includes work on the Site.
- dd) Temporary Works are works designed, constructed, installed, and removed by the Implementing Agency that are needed for construction or installation of the Works.
- ee) A Variation is an instruction given by the Project Manager which varies the Works.
- ff) The Works are what the Contract requires the Implementing Agency to construct, install, and turn over to the Employer, **as defined in the PCC.**

<p><b>2. Interpretation</b></p>	<p>If the context so requires it, singular means plural and vice versa</p> <p>2.1. In interpreting these GCC, words indicating one gender include all genders. Words indicating the singular also include the plural and words indicating the plural also include the singular. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Project Manager shall provide instructions clarifying queries about these GCC.</p> <p>2.2. If sectional completion is specified in the PCC, references in the GCC to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).</p> <p>2.3. Entire Agreement: The Contract constitutes the entire agreement between Authority and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.</p> <p>2.4. Amendment: No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.</p> <p>2.5. Severability : If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract</p> <p>2.6. The documents forming the Contract shall be interpreted in the following order of priority:</p> <ul style="list-style-type: none"> <li>(a) Agreement,</li> <li>(b) Letter of Acceptance,</li> <li>(c) Implementing Agency's Bid,</li> <li>(d) Particular Conditions of Contract,</li> <li>(e) General Conditions of Contract, including Appendix,</li> <li>(f) Specifications,</li> <li>(g) Drawings,</li> <li>(h) Activity schedule,</li> <li>(i) Any other document <b>listed in the PCC</b> as forming part of the Contract.</li> </ul>
<p><b>3. Language and Law</b></p>	<p>3.1. The language of the Contract and the law governing the Contract are <b>stated in the PCC</b></p>
<p><b>4. Project Manager's Decisions</b></p>	<p>4.1. Except where otherwise specifically stated, the Project Manager shall decide contractual matters between the Employer and the Implementing Agency in the role representing the Employer.</p>
<p><b>5. Delegation</b></p>	<p>5.1. Otherwise <b>specified in the PCC</b>, the Project Manager may delegate any of his duties and responsibilities to other people except to the Adjudicator, after notifying the Implementing Agency, and may revoke any delegation after notifying the Implementing Agency.</p>
<p><b>6. Communications</b></p>	<p>6.1. Communications between parties that are referred to in the Conditions shall be effective only when in writing. A notice shall be effective only when it is delivered.</p>
<p><b>7. Subcontracting</b></p>	<p>7.1. The Implementing Agency may subcontract with the approval of the Project</p>

	<p>Manager, but may not assign the Contract without the approval of the Employer in writing. Subcontracting shall not alter the Implementing Agency's obligations.</p>
<b>8. Other Implementing Agency</b>	<p>8.1. The Implementing Agency shall cooperate and share the Site with other Implementing Agency, public authorities, utilities, and the Employer between the dates given in the Schedule of Other Implementing Agency, as referred to in the PCC. The Implementing Agency shall also provide facilities and services for them as described in the Schedule. The Employer may modify the Schedule of Other Implementing Agency, and shall notify the Implementing Agency of any such modification.</p>
<b>9. Personnel and Equipment</b>	<p>9.1. The Implementing Agency shall employ the key personnel and use the equipment identified in its Bid, to carry out the Works or other personnel and equipment approved by the Project Manager. The Project Manager shall approve any proposed replacement of key personnel and equipment only if their relevant qualifications or characteristics are substantially equal to or better than those proposed in the Bid.</p> <p>9.2. If the Project Manager asks the Implementing Agency to remove a person who is a member of the Implementing Agency's staff or work force, stating the reasons, the Implementing Agency shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.</p> <p>9.3. If the Employer, Project Manager or Implementing Agency determines, that any employee of the Implementing Agency be determined to have engaged in or obstructive practice during the execution of the Works, then that employee shall be removed in accordance with Clause 9.2 above.</p>
<b>10. Employer's and Implementing Agency's Risks</b>	<p>10.1. The Employer carries the risks which this Contract states are Employer's risks, and the Implementing Agency carries the risks which this Contract states are Implementing Agency's risks.</p>
<b>11. Employer's Risks</b>	<p>11.1. From the Start Date until the Defects Liability Certificate has been issued and then during the Maintenance Period, the following are Employer's risks:</p> <ul style="list-style-type: none"> <li>(a) The risk of personal injury, death, or loss of or damage to property (excluding the Works, Materials, and Equipment), which are due to <ul style="list-style-type: none"> <li>(i) use or occupation of the Site by the Works or for the purpose of the Works, which is the unavoidable result of the Works or</li> <li>(ii) Negligence, breach of statutory duty, or interference with any legal right by the Employer or by any person employed by or contracted to him except the Implementing Agency.</li> </ul> </li> <li>(b) The risk of damage to the Works, Materials, and Equipment to the extent that it is due to a fault of the Employer or in the Employer's design, or due to war or radioactive contamination directly affecting the country where the Works are to be executed.</li> </ul> <p>11.2. From the Completion Date until the Defects Liability Certificate has been issued and then during the Maintenance Period, the risk of loss of or damage to the Works, and Materials is an Employer's risk except loss or damage due to</p> <ul style="list-style-type: none"> <li>(a) a Defect which existed on the Completion Date,</li> <li>(b) an event occurring before the Completion Date, which was not itself an Employer's risk, or</li> <li>(c) The activities of the Implementing Agency on the Site after the Completion Date.</li> </ul>

<b>12. Implementing Agency's Risks</b>	12.1. From the Starting Date until the Defects Liability Certificate has been issued and then during the Maintenance Period, the risks of personal injury, death, and loss of or damage to property (including, without limitation, the Works, Materials, and Equipment) which are not Employer's risks are Implementing Agency's risks.
<b>13. Insurance</b>	<p>13.1. The Implementing Agency shall provide, in the joint names of the Employer and the Implementing Agency, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts and deductibles stated in the PCC for the following events which are due to the Implementing Agency's risks:</p> <ul style="list-style-type: none"> <li>a) loss of or damage to Equipment (if any);</li> <li>b) loss of or damage to property (except the Works, Materials, and Equipment) in connection with the Contract; and</li> <li>c) Personal injury or death.</li> </ul> <p>13.2. Policies and certificates for insurance shall be delivered by the Implementing Agency to the Project Manager for the Project Manager's approval before the Start Date. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.</p> <p>13.3. If the Implementing Agency does not provide any of the policies and certificates required, the Employer may effect the insurance which the Implementing Agency should have provided and recover the premiums the Employer has paid from payments otherwise due to the Implementing Agency or, if no payment is due, the payment of the premiums shall be a debt due.</p> <p>13.4. Alterations to the terms of insurance shall not be made without the approval of the Project Manager.</p> <p>13.5. Both parties shall comply with any conditions of the insurance policies.</p>
<b>14. Site Data</b>	14.1. The Implementing Agency shall be deemed to have examined any Site Data referred to in the PCC, supplemented by any information available to the Implementing Agency.
<b>15. Implementing Agency to Construct the Works</b>	15.1. The Implementing Agency shall construct and install the Works in accordance with the Specifications.
<b>16. The Works to Be Completed by the Intended Completion Date</b>	16.1. The Implementing Agency may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the Program submitted by the Implementing Agency, as updated with the approval of the Project Manager, and complete them by the Intended Completion Date.
<b>17. Approval by the Project Manager</b>	<p>17.1. The Implementing Agency shall submit Specifications and Drawings showing the proposed Temporary Works to the Project Manager, for his approval.</p> <p>17.2. The Implementing Agency shall be responsible for design of Temporary Works.</p> <p>17.3. The Project Manager's approval shall not alter the Implementing Agency's responsibility for design of the Temporary Works.</p>

	<p>17.4. The Implementing Agency shall obtain approval of third parties to the design of the Temporary Works, where required.</p> <p>17.5. All Drawings prepared by the Implementing Agency for the execution of the temporary or permanent Works, are subject to prior approval by the Project Manager before this use.</p>
<b>18. Safety</b>	18.1. The Implementing Agency shall be responsible for the safety of all activities. As per the applicable codes.
<b>19. Discoveries</b>	19.1. Anything of historical or other interest or of significant value Unexpectedly discovered on the Site shall be the property of the Employer. The Implementing Agency shall notify the Project Manager of such discoveries and carry out the Project Manager's instructions for dealing with them.
<b>20. Possession of the Site</b>	20.1. The Employer shall give possession of all parts of the Site to the Implementing Agency. If possession of a part is not given by the date stated in the PCC, the Employer shall be deemed to have delayed the start of the relevant activities, and this shall be a Compensation Event.
<b>21. Access to the Site</b>	21.1. The Implementing Agency shall allow the Project Manager and any person authorized by the Project Manager access to the Site and to any place where work in connection with the Contract is being carried out or is intended to be carried out.
<b>22. Instructions, Inspections and Audits</b>	<p>22.1. The Implementing Agency shall carry out all instructions of the Project Manager which comply with the applicable laws where the Site is located.</p> <p>22.2. The Implementing Agency shall keep, and shall make all reasonable efforts to cause its Sub Implementing Agencies and sub consultants to keep, accurate and systematic accounts and records in respect of the Works in such form and details as will clearly identify relevant time changes and costs.</p> <p>22.3. The Implementing Agency shall permit and shall cause its Sub Implementing Agencies and sub consultants to permit, the Bank and/or persons appointed by the Bank to inspect the Site and/or the accounts and records relating to the performance of the Contract and the submission of the bid, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Implementing Agency's and its Sub Implementing Agencies' and sub consultants' attention is drawn to Sub-Clause 25.1 which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under Sub-Clause 22.2 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures).</p> <p>22.4. As per PCC.</p>
<b>23. Appointment of the Adjudicator</b>	<p>23.1. The Adjudicator shall be appointed jointly by the Employer and the Implementing Agency, at the time of the dispute within 14 days of receipt of such request from the Implementing Agency.</p> <p>23.2. Should the Adjudicator resign or die, or should the Employer and the Implementing Agency agree that the Adjudicator is not functioning in accordance with the provisions of the Contract; a new Adjudicator shall be jointly appointed by the Employer and the Implementing Agency. In case of disagreement between the Employer and the Implementing Agency, within 30 days, the Adjudicator shall be designated by the Appointing Authority</p>

	designated in the PCC at the request of either party, within 14 days of receipt of such request.
<b>24. Settlement of Disputes</b>	<p>24.1. – Amicable Settlement</p> <p>a) The Parties shall seek to resolve any dispute amicably by mutual consultation</p> <p>b) If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within fourteen (14) days after receipt. If that Party fails to respond within fourteen (14) days, or the dispute cannot be amicably settled within fourteen (14) days following the response of that Party, Clause GCC 24.2 shall apply</p> <p>24.2. Dispute Resolution</p> <p>Any dispute between the Parties arising under or related to this Contract that cannot be settled amicably may be referred to by either Party to the adjudication/arbitration in accordance with the provisions specified in the PCC</p>
<b>25. Corrupt and Fraudulent Practices</b>	<p>25.1. The Employer requires compliance with Prevention of Corruption Act 1988 (INDIA) and its subsequent amendments on Preventing and Combating Corruption</p> <p>25.2. The Employer requires the Implementing Agency to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the bidding process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.</p>
<b>26. Deleted</b>	

#### 1.1.2. Time Control

<b>27. Program</b>	<p>27.1. Within the time stated in the PCC, after the date of the Letter of Acceptance, the Implementing Agency shall submit to the Project Manager for approval a Program showing the general methods, arrangements, order, and timing for all the activities in the Works. In the case of a item rate contract, the activities in the Program shall be consistent with those in the Activity Schedule.</p> <p>27.2. An update of the Program shall be a program showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work, including any changes to the sequence of the activities.</p> <p>27.3. The Implementing Agency shall submit to the Project Manager for approval an updated Program at intervals no longer than the period stated in the PCC. If the Implementing Agency does not submit an updated Program within this period, the Project Manager may withhold the amount stated in the PCC from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program has been submitted. In the case of a item rate contract, the Implementing Agency shall provide an updated Activity Schedule within 14 days of being instructed to by the Project Manager.</p> <p>27.4. The Project Manager's approval of the Program shall not alter the Implementing Agency's obligations. The Implementing Agency may revise the Program and submit it to the Project Manager again at any time. A revised Program may show the effect of Variations and Compensation Events.</p>
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<p><b>28. Extension of the Intended Completion Date</b></p>	<p>28.1. The Project Manager shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Implementing Agency taking steps to accelerate the remaining work, which would cause the Implementing Agency to incur additional cost.</p> <p>28.2. The Project Manager shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Implementing Agency asking the Project Manager for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information. If the Implementing Agency has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.</p> <p>28.3. If at any time during performance of the Contract, the Supplier or its Subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services, the Supplier shall promptly notify authority in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, authority shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment.</p> <p>28.4. Except in case of Force Majeure, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages, unless an extension of time is agreed upon.</p>
<p><b>29. Acceleration</b></p>	<p>29.1. When the Employer wants the Implementing Agency to finish before the Intended Completion Date. If the Employer accepts these proposals, the Intended Completion Date shall be adjusted accordingly and confirmed by both the Employer and the Implementing Agency.</p>
<p><b>30. Delays Ordered by the Project Manager</b></p>	<p>30.1. The Project Manager may instruct the Implementing Agency to delay the start or progress of any activity within the Works.</p>
<p><b>31. Management Meetings</b></p>	<p>31.1. Either the Project Manager or the Implementing Agency may require the other to attend a management meeting. The business of a management meeting shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.</p> <p>31.2. The Project Manager shall record the business of management meetings and provide copies of the record to those attending the meeting and to the Employer. The responsibility of the parties for actions to be taken shall be decided by the Project Manager either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.</p>
<p><b>32. Early Warning</b></p>	<p>32.1. The Implementing Agency shall warn the Project Manager at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work, increase and/or decrease in the Contract Price, or delay the execution of the Works. The Project Manager may require the Implementing Agency to provide an estimate of the expected effect of the future event or circumstance on the Contract Price and Completion Date. The estimate shall be provided by the Implementing Agency as soon as reasonably possible.</p> <p>32.2. The Implementing Agency shall cooperate with the Project Manager in making and considering proposals for how the effect of such an event or circumstance can</p>

	be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Project Manager.
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### 1.1.3. Quality Control

<b>33. Identifying Defects</b>	<p>33.1. The Project Manager shall check the Implementing Agency's work and notify the Implementing Agency of any Defects that are found. Such checking shall not affect the Implementing Agency's responsibilities. The Project Manager may instruct the Implementing Agency to search for a Defect and to uncover and test any work that the Project Manager considers may have a Defect.</p> <p>33.2. Penalty of 0.5% of the contract value per day from the due date for rectifying the defects identified by the Project manager.</p> <p>33.3. Contract Quality Assurance as discussed in PCC.</p>
<b>34. Tests</b>	<p>34.1 If the Project Manager instructs the Implementing Agency to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Implementing Agency shall pay for the test and any samples. If there is no Defect, the test shall be a Compensation Event.</p>
<b>35. Correction of Defects</b>	<p>35.1. The Project Manager shall give notice to the Implementing Agency of any Defects before the end of the Defects Liability Period, which begins at Completion, and is defined in the PCC. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.</p> <p>35.2. Every time notice of a Defect is given, the Implementing Agency shall correct the notified Defect within the length of time specified by the Project Manager's notice.</p>
<b>36. Uncorrected Defects</b>	<p>36.1. If the Implementing Agency has not corrected a Defect within the</p> <p>36.2. time specified in the Project Manager's notice, the Project Manager shall assess the cost of having the Defect corrected, and the Implementing Agency shall pay this amount.</p>

### 1.1.4. Cost Control

<b>37. Contract Price</b>	<p>37.1. 36.1 The Implementing Agency shall provide updated Activity Schedules within 14 days of being instructed to by the Project Manager. The Activity Schedule shall contain the priced activities for the Works to be performed by the Implementing Agency. The Activity Schedule is used to monitor and control the performance of activities on which basis the Implementing Agency will be paid. If payment for materials (if any) on site shall be made separately, the Implementing Agency shall show delivery of Materials (if any) to the Site separately on the Activity Schedule.</p>
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<p><b>38. Changes in the Contract Price</b></p>	<p>38.1. The Activity Schedule shall be amended by the Implementing Agency to accommodate changes of Program or method of working made at the Implementing Agency’s own discretion. Prices in the Payment Schedule shall not be altered when the Implementing Agency makes such changes to the Activity Schedule.</p> <p>38.2. If requested by the Project Manager, the Implementing Agency shall provide the Project Manager with a detailed cost breakdown of any rate.</p>
<p><b>39. Variations</b></p>	<p>39.1. The Employer shall, having regard to the scope of the Works and the sanctioned estimated cost, have power to order, in writing, Variations within the scope of the Works he considers necessary or advisable during the progress of the Works. Such Variations shall form part of the Contract and the Contractor shall carry them out and include them in updated Programs produced by the Contractor. Oral orders of the Employer for Variations, unless followed by written confirmation, shall not be taken into account.</p> <p>39.2. PAYMENTS FOR VARIATIONS</p> <p>39.2.1. If rates for variation items are specified in Financial Bid if so submitted by the contractor for package shall carry out such work at the same rate. This shall apply for variation only up to the limit prescribed in the contract data.</p> <p>39.2.2. If the rates for Variation are not specified in the Financial Bid, the Contractor shall derive the rate from similar items in the Bill of Quantities / Analysis of rates based on UPSOR(Preference1) and then DSR( Preference 2) as applicable and submit the same to the employer for approval.</p> <p>39.2.3. If the rate for Variation item cannot be determined in the manner specified in Clause above, the Contractor shall, within 14 days of the issue of order of variation work, inform the Employer the rate which he proposes to claim, supported by analysis of the rates. The Employer shall assess the quotation and determine the rate based on prevailing market rates within one month of the submission of the claim by the Contractor. As far as possible, the rate analysis shall be based on the standard data book and the current schedule of rates of the district public works division. The decision of the Employer on the rate so determined shall be final and binding on the Contractor.</p> <p>39.2.4. The Implementing Agency shall provide the Project Manager with a quotation for carrying out the Variation when requested to do so by the Project Manager. The Project Manager shall assess the quotation, which shall be given within seven (7) days of the request or within any longer period stated by the Project Manager and before the Variation is ordered.</p> <p>39.2.5. If the Implementing Agency’s quotation is unreasonable, the Project Manager may order the Variation and make a change to the Contract Price, which shall be based on the Project Manager’s own forecast of the effects of the Variation on the Implementing Agency’s costs.</p> <p>39.2.6. If the Project Manager decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.</p> <p>39.2.7. The Implementing Agency shall not be entitled to additional payment for costs that could have been avoided by giving early warning.</p>

<b>40. Cash Flow Forecasts</b>	40.1. When the Program and activity schedule is updated, the Implementing Agency shall provide the Project Manager with an updated cash flow forecast. The cash flow forecast shall include different currencies, as defined in the Contract, converted as necessary using the Contract exchange rates.
<b>41. Payment Certificates</b>	41.1. The Implementing Agency shall submit to the Project Manager payment statements of the estimated value of the work executed less the cumulative amount certified previously. 41.2. The Project Manager shall check the Implementing Agency's payment statement and certify the amount to be paid to the Implementing Agency.
<b>42. Payments</b>	42.1. Payments shall be adjusted for deductions for advance payments and retention. The Employer shall pay the Implementing Agency the amounts certified by the Project Manager within 28 days of the date of each certificate. 42.2. If an amount certified is increased in a later certificate or as a result of an award by the Adjudicator or an Arbitrator, the Implementing Agency shall be paid interest upon the delayed payment as set out in this clause. Interest shall be calculated from the date upon which the increased amount would have been certified in the absence of dispute. 42.3. Unless otherwise stated, all payments and deductions shall be paid or charged in the proportions of currencies comprising the Contract Price. 42.4. Items of the Works for which no rate or price has been entered in shall not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract. Bidder shall have to execute that item at zero rates. 42.5. The certified payments shall be made as specified in the PCC.
<b>43. Tax</b>	43.1. If taxes, duties, and other levies are changed between the date 28 days before the submission of bids for the Contract and the date of the last Completion certificate. The adjustment shall be the change in the amount of tax payable by the Implementing Agency, provided such changes are not already reflected in the Contract Price.
<b>44. Retention</b>	44.1. The Employer shall retain 5% of Security deposit along with agreement and 5% amount shall be deducted from the each running bills of the contractor. After the complete work, total of 10% of the security deposit shall be retained by the BSCL. 44.2. Security deposited shall be retained by the BSCL till the completion of the project and 1 year of defect liability period. After successful completion of defect liability period of 1 year, security deposited will be released as per ITB Clause 50.3.

<p><b>45. Liquidated Damages</b></p>	<p>45.1. Failure to Perform the Contractual Obligations In the event of total default / failure of the Implementing Agency in execution of the services, the Employer reserves the right to get the work executed by any other agency/ firm at the risk and cost of the defaulting implementing Agency. Decision of employer is final &amp; binding on the implementing agency firm.</p> <p>45.2. Selected bidder L1 In this case liquidated damages @ 1% of the fee cost of balance work per week of delay subject to maximum of 10% shall be levied by the authority.</p>
<p><b>46. Securities</b></p>	<p>46.1. The Performance Security shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount specified in the GCC and PCC, by a bank acceptable to the Employer or in the form of FDR / online payment and denominated in the types and proportions of the currencies in which the Contract Price is payable. The Performance Security shall be valid until the completion including defect liability period.</p>
<p><b>47. Cost of Repairs</b></p>	<p>47.1. Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Implementing Agency at the Implementing Agency's cost if the loss or damage arises from the Implementing Agency's acts or omissions.</p>
<p><b>48. Cost Escalation</b></p>	<p>48.1. Cost escalation shall not be taken into account in the Project</p>

1.1.5.Finishing of Contract

<p><b>49. Completion</b></p>	<p>49.1 The Implementing Agency shall request the Employer to issue a Certificate of Completion of the Works including all other associated works, proceeding further Maintenance; the Employer shall do so upon deciding that the whole of the Works is completed.</p>
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<p><b>50. Termination</b></p>	<p>50.1. The Employer or the Implementing Agency may terminate the Contract if the other party causes a fundamental breach of the Contract.</p> <p>50.2. Fundamental breaches of Contract shall include, but shall not be limited to, the following:</p> <ul style="list-style-type: none"> <li>(a) the Implementing Agency stops work for 28 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Project Manager;</li> <li>(b) the Employer or the Implementing Agency is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;</li> <li>(c) the employer gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Implementing Agency fails to correct it within a reasonable period of time determined by the Project Manager;</li> <li>(d) the Implementing Agency does not maintain a Security, which is required;</li> <li>(e) the Implementing Agency has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as defined in the PCC; or</li> <li>(f) if the Implementing Agency, in the judgment of the Employer, has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Employer may, after giving fourteen (14) days written notice to the Implementing Agency, terminate the Contract and expel him from the Site.</li> </ul> <p>50.3. When either party to the Contract gives notice of a breach of Contract to the Project Manager for a cause other than those listed under GCC above, the Project Manager shall decide whether the breach is fundamental or not.</p> <p>50.4. Notwithstanding the above, the Employer may terminate the Contract for convenience.</p> <p>50.5. If the Contract is terminated, the Implementing Agency shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible.</p> <p>50.6. Termination for Default</p> <ul style="list-style-type: none"> <li>(a) Authority, without prejudice to any other remedy for breach of Contract, by Notice of default sent to the Supplier, may terminate the Contract in whole or in part: <ul style="list-style-type: none"> <li>• If the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by authority.</li> <li>• If the Supplier fails to perform any other obligation under the Contract.</li> </ul> </li> <li>(b) In the event authority terminates the Contract in whole or in part, authority may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to authority for any additional costs for such similar Goods or Related Services.</li> <li>(c) If the Supplier, in the judgment of authority has engaged in corrupt or fraudulent practices, in competing for or in executing the Contract.</li> </ul>
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	<p>50.7. Termination for Insolvency Authority may at any time terminate the Contract by giving Notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to Authority.</p> <p>50.8. Termination for Convenience Authority, by Notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination be for Authority's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.</p>
<p><b>51. Payment upon Termination</b></p>	<p>51.1. If the Contract is terminated because of a fundamental breach of Contract by the Implementing Agency, the Project Manager shall issue a certificate for the value of the work done and Materials ordered less advance payments received up to the date of the issue of the certificate and less the percentage to apply to the value of the work not completed, as specified in the PCC. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Implementing Agency, the difference shall be a debt payable to the Employer.</p> <p>51.2. If the Contract is terminated for the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Project Manager shall issue a certificate for the value of the work done, Materials ordered, the reasonable cost of removal of Equipment, repatriation of the Implementing Agency's personnel employed solely on the Works, and the Implementing Agency's costs of protecting and securing the Works, and less advance payments received up to the date of the certificate.</p>
<p><b>52. Property</b></p>	<p>52.1. All Materials on the Site, Equipment, Temporary Works, and Works shall be deemed to be the property of the Employer if the Contract is terminated because of the Implementing Agency's default.</p>
<p><b>53. Release from Performance</b></p>	<p>53.1. If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of either the Employer or the Implementing Agency, the Project Manager shall certify that the Contract has been frustrated. The Implementing Agency shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which a commitment was made.</p>
<p><b>54. Suspension of Bank Loan or Credit</b></p>	<p>54.1. In the event that the Government of India (GoI) and/or State Government (Government of Uttar Pradesh) suspends the Loan or Credit to the Employer, from which part of the payments to the Implementing Agency are being made:</p> <p>(a) The Employer is obligated to notify the Implementing Agency of such suspension within 7 days of having received the Government of India (GoI) and/or State Government (Government of Uttar Pradesh) suspension notice.</p> <p>(b) If the Implementing Agency has not received sums due it within the 28 days for payment provided for in Sub-Clause 40.1, the Implementing Agency may immediately issue a 14- day termination notice.</p>

<p><b>55. Force Majeure</b></p>	<p>(a) The Implementing Agency shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination For default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.</p> <p>(b) For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Implementing Agency that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Implementing Agency. Such events may include, but not be limited to, acts of the Authority in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.</p> <p>(c) If a Force Majeure situation arises, the Implementing Agency shall promptly notify the Authority in writing of such condition and the cause thereof. Unless otherwise directed by the Authority in writing, the Implementing Agency shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.</p> <p>(d) As per PCC.</p>
<p><b>56. Governing Law and jurisdiction</b></p>	<p>(a) This Agreement shall be governed by the laws of India. The courts in Uttar Pradesh, Bareilly shall have jurisdiction over all matter arising out of or relating to this Agreement.</p> <p>(b) The Jurisdiction limits will be the Bareilly</p>
<p><b>57. Possession of Goods</b></p>	<p>(a) Goods have to be delivered to the site only after prior the approval form the Engineer-In-Charge.</p> <p>(b) Such Goods once delivered to Site will not be allowed to taken back except the construction equipments and the construction equipments should be permitted after the successful completion of the Project and as well as the Operation and Maintenance period.</p> <p>(c) Goods will be allowed to taken back only after the written permission from the Engineer-In-Charge.</p>

<b>58. Warranty</b>	<ul style="list-style-type: none"><li>(a) The Implementing Agency warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.</li><li>(b) The Implementing Agency further warrants that the Goods shall be free from defects arising from any act or omission of the Implementing Agency or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.</li><li>(c) Unless otherwise specified in the PCC, the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the PCC</li><li>(d) The Authority shall give notice to the Implementing Agency stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Authority shall afford all reasonable opportunity for the Implementing Agency to inspect such defects.</li><li>(e) Upon receipt of such notice, the Implementing Agency shall, within the period specified in the PCC, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Authority.</li><li>(f) If having been notified, the Implementing Agency fails to remedy the defect within the period specified in the PCC, the Authority may proceed to take within a reasonable period such remedial action as may be necessary, at the Implementing Agency's risk and expense and without prejudice to any other rights which the Authority may have against the Implementing Agency under the Contract.</li></ul>
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<b>A. Other Terms and conditions of the contract.</b>	
<b>59. Scope of Supply</b>	<p>1) The Goods and Related Services to be supplied shall be as per the BOQ.</p> <p>2) Unless otherwise stipulated in the Contract, the Scope of Supply shall include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining Delivery and Completion of the Goods and Related Services as if such items were expressly mentioned in the Contract.</p>
<b>60. Notices</b>	<p>All notices or other communications to be given or made under this agreement shall be in writing, shall either be delivered personally or sent by courier or registered post with an additional copy to be sent by facsimile or e-mail. The address for service of each party, its facsimile number and e-mail address are set out under its name on the signing pages hereto. A notice shall be effective upon actual receipt thereof, save that where it is received after 5:30 (Five Thirty) P.M. on any day, or on a day that is a public holiday, the notice shall be deemed to be received on the first working day following the date of actual receipt. Without prejudice to the foregoing, a party giving or making a notice or communication by facsimile or e-mail shall promptly deliver a copy thereof personally, or send it by courier or registered post to the addressee of such notice of communication. It is hereby agreed and acknowledged that any party may by notice change the address to which such notices and communications to it are to be delivered or mailed. Such changes shall be effective when all the parties have notice of it.</p>
<b>61. Information provided by the Authority</b>	<p>All drawings, Data and documentation that are given to the Implementing Agency by the Authority for the execution of the order are the property of the Authority and shall be returned when demanded. Except for the purpose of executing the order of the Authority, Implementing Agency shall ensure that the above documents are not used for any other purpose. The Implementing Agency shall further ensure that the information given by the Authority is not disclosed to any person, firm, body, corporate and / or authority and every effort shall be made to keep the above information confidential. All such information shall remain the absolute property of the Authority.</p>

**62. Implementing Agency's Responsibilities**

The Implementing Agency shall execute the work as per the scope of work. The Implementing Agency shall be responsible for the adequacy, stability and safety of all services being provided.

The Implementing Agency shall comply with all applicable safety regulations and take care for the safety of all persons entitled to be on as the operation and maintenance.

The Implementing Agency shall institute a quality assurance system to demonstrate compliance with the requirements of the Contract. The system shall be in accordance with the details stated in the Contract. The Authority shall be entitled to audit any aspect of the system.

The Implementing Agency shall be deemed to:

have satisfied himself as to the correctness and sufficiency of the Accepted Contract Amount, and

Have based the Accepted Contract Amount on the data, interpretations, necessary information, inspections, examinations and satisfaction as to all relevant matters.

Unless otherwise stated in the Contract, the Accepted Contract Amount covers all the Implementing Agency's obligations under the Contract and all things necessary for the proper discharge of the contract agreement.

The Implementing Agency shall be wholly and solely responsible for full compliance with the provisions under all labour laws and/or regulations such as Payment of Wages Act 1948, Employees Liability Act 1938, Workmen's Compensation Act 1923, Employees State Insurance Act 1948, Employees Provident Fund Act 1952, Industrial Disputes Act 1947, the Maternity Benefit Act 1961, the Contract Labour (Regulation and Abolition) Act 1970 and the Factories Act 1948 or any modifications thereof or any other law relating thereto and rules there under introduced from time to time.

The Implementing Agency shall assume liability and shall indemnify the Authority from every expense, liability or payment by reason of the application of any labour law, act, rules or regulations existing or to be introduced at a future date during the term of the Contract.

In general, in respect of all labour directly or indirectly employed in the Work for the performance of Implementing Agency's part of the Contract, the Implementing Agency shall comply with all the rules framed by the Government authorities concerned from time to time for protection of the health and welfare of the workers.

The Implementing Agency shall not employ any children/ child labour below the age of 18 years.

	<p>The Implementing Agency shall include in the Contract Price all expenses necessary to meet his obligations for making contributions toward employee benefits funds such as Employee Provident fund (EPF), Employee State Insurance Scheme (ESI) benefits, old age pension and/or any other benefits/compensation legally payable in compliance with all the statutory regulations and requirements. All records in this connection shall be properly maintained by the Implementing Agency and produced for scrutiny by the concerned authorities and the Authority</p>
<p><b>63. Confidential Information</b></p>	<p>The Authority and the Implementing Agency shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Implementing Agency may furnish to its Subcontractor such documents, data, and other information it receives from the Authority to the extent required for the Subcontractor to perform its work under the Contract, in which event the Implementing Agency shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Implementing Agency.</p>
<p><b>64. Specifications and Standards</b></p>	<p>Technical Specifications and Drawings</p> <ol style="list-style-type: none"> <li>a. The implementing agency shall ensure that construction has to be in comply with the technical specifications and other provisions of the Contract.</li> <li>b. Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Authority .</li> </ol>
<p><b>65. Limitation of Liability</b></p>	<p>Except in cases of criminal / gross negligence or willful misconduct:</p> <ol style="list-style-type: none"> <li>a. The Implementing Agency shall not be liable to the Authority, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Implementing Agency to pay liquidated damages to the Authority and</li> <li>b. The aggregate liability of the Implementing Agency to the Authority, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Implementing Agency to indemnify the Authority with respect to patent infringement.</li> </ol>

<b>66. Change in Laws and Regulations</b>	<p>Unless otherwise specified in the Contract, if after the bid submission date, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Implementing Agency has thereby been affected in the performance of any of its obligations under the contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC's Contract Price Clause.</p>
<b>67. Time is of the Essence</b>	<p>Time shall be of the essence in respect of any date or period specified in this contract or any notice, demand or other communication served under or pursuant to any provision of this contract and in particular in respect of the completion of the activities by implementing agency by the specified completion date.</p>
<b>68. Ownership and Retention of Documents</b>	<p>The authority shall own the documents, prepared by implementing agency arising out of or in connection with the contract.</p> <p>Forthwith upon expiry or earlier termination of this contract and at any other time on demand by the client, Implementing Agency shall deliver to the authority all documents provided by or organizing from the authority and all documents produced by or for implementing agency in the course of performing the services, unless otherwise directed in writing by the authority at no additional cost. Implementing Agency shall not, without the prior written consent of the client store, copy distribute or retain any such documents.</p>
<b>69. Records of Contract Document</b>	<p>Implementing Agency shall at all-time make and keep sufficient copies of the process manuals, operating procedures, specifications, Contract Documents and any other documentation for them to fulfil their duties of the contract.</p> <p>Implementing Agency shall keep on the site at least three copies of each and every specification and contract document. In excess of their own requirement and those copies shall be available at all times for use by the authority and by any other person authorized by the authority.</p>
<b>70. Security and Safety</b>	<p>Implementing Agency shall comply with the directions issued from time to time by the authority and the standards related to the security and safety, in so far as it applies to the provision of the services.</p> <p>Implementing Agency shall upon reasonable request by the authority or its nominee(s) participate in regular meetings when safety and matters are reviewed.</p>

<b>71. Addition /Alteration / Modifications</b>	<p>The Authority reserves the right to make additions/alterations/modifications to the quantity of items in the contract. The Implementing Agency shall supply such quantities also at the same rate as originally agreed.</p> <p>Any waiver by the authority of any breach of the conditions of the Contract shall not constitute any right for subsequent waiver of any other terms and conditions.</p>
<b>72. Material and Workmanship</b>	<p>Implementing Agency shall fully warrant that the stores, equipment and component Supplied shall be new and first quality, according to the specifications and shall be free from defects (even concealed faults, deficiency in design, materials and workmanship).</p>
<b>73. Spare Parts, Oil and Lubricants</b>	<p>Wherever applicable, the Implementing Agency shall furnish to the Authority, item-wise price list of spares required for regular operation and maintenance of the ordered equipment. The Implementing Agency shall also furnish necessary instructions and drawings to identify the spare part numbers and their location as well as an interchange ability chart</p>
<b>74. Implementing Agency's Liability</b>	<p>Implementing Agency accepts full responsibility and indemnifies the Authority and shall hold the Authority harmless from all acts of omission and commission on the part of the Implementing Agency, his agents, his subcontractors and employees in execution of the contract. The Implementing Agency also agrees to defend and undertakes to indemnify the Authority and also hold it harmless from any and all claims for injury to or death of any and all persons including but not limited to employees and for damage to the property arising out of or in connection with the performance of the work under the contract. The Implementing Agency's liability and indemnity under the Contract shall be limited to execution and maintenance except in case of Force Majeure</p>
<b>75. Access to Implementing Agency's Premises</b>	<p>The Authority and /or its authorized representative shall be provided Access to Implementing Agency's and / or his sub- contractor's premises, at any time during the pendency of the contract, for expediting the Supplies, inspection, checking etc.</p>

<p><b>76. Storage of Mechanical and Electrical Equipments at Site</b></p>	<p>The types of storage are broadly classified as</p> <ul style="list-style-type: none"> <li>i) Special storage - Air conditioned,</li> <li>ii) Closed storage,</li> <li>iii) Semi-closed storage and</li> <li>iv) Open storage.</li> </ul> <p>The equipment covered under this Specification shall be stored in the type of storage as recommended by the manufacturer.</p> <p><b>STORAGE:</b></p> <p>Authority shall make available the place at site for storing the material, if available on chargeable basis. The contractor shall arrange construction of storage sheds, etc. for proper storage of materials and to minimize wasteful handling during retrieval of items required for erection. The outdoor storage areas as well as semi-closed stores shall be provided with adequate drainage facilities to prevent water logging.</p> <p>The stores sheds shall be built in conformity with fire safety requirements and with adequate lighting and fire extinguishers. No smoking signs shall be placed at strategic locations. Safety precautions shall be strictly enforced.</p> <p>Adequate lighting facility shall be provided by the contractor in storage areas and storage sheds and security personnel positioned to ensure enforcement of security measures to prevent theft and loss of materials.</p> <p>The contractor shall carry out regular inventory of materials received, issued and erected and notify the client of any loss when noticed. The contractor shall provide adequate number of competent stores personnel including store-keepers, clerical staff, inspection engineers, watchmen and security staff to efficiently store and maintain the equipment/material entrusted to him.</p> <p>Any equipment left in the open under such conditions shall be, if required, covered with tarpaulin.</p> <p><b>MAINTENANCE DURING STORAGE:</b></p> <p>The Contractor is responsible for maintenance of the equipment stored at site as per standard practices for storage and as per manufacturer’s recommendations of each of the equipment.</p>
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<p><b>77. Progress Reports and Photographs/ Videos</b></p>	<p>During various stages of the manufacture in the pursuance of the contract, the contractor shall at his own cost submit progress reports as may be reasonably required by the Client with such materials, such as charts, networks, photographs/Videos, test certificates etc., Such progress reports, shall be in the form and size as per industry standards and shall be submitted at least in four copies. During coordination meetings or review meetings, presentation shall be made by power point presentation with photographs for important mile stones.</p> <p><b>Progress Reports:</b></p> <p>Daily/weekly and Monthly progress reports shall be prepared by the Contractor and submitted to the client in three copies. The first report shall cover the period Up to the end of the first calendar month following the Commencement Date.</p> <p>Reporting shall continue until the Contractor has completed all work, which is shown to be satisfactory outstanding at the completion date stated in the Taking-Over Certificate for the Works. Each report shall include:</p> <ul style="list-style-type: none"> <li>a) Charts and detailed descriptions of progress, including each stage of surveys, Investigation, design, Contractor's Documents, procurement, manufacture, delivery to Site, construction, commissioning and trial operation;</li> <li>b) Digital photographs/videos showing the status of progress on the Site;</li> <li>c) For the manufacture of each main item of building and Materials, the name of the manufacturer, manufacture location, percentage progress, and the actual or expected dates of: Commencement of manufacture, Contractor's inspections, tests, and Dispatch and arrival at the Site;</li> <li>d) The details of Contractor's Personnel and Equipment;</li> <li>e) Copies of quality assurance documents, test results and certificates of Material;</li> <li>f) List of Variations, notices given</li> <li>g) Safety statistics, including details of any hazardous incidents and activities relating to environmental aspects and public relations; and Comparisons of actual and planned progress, with details of any events or circumstances which may jeopardize the completion in accordance with the Contract, and the measures being (or to be) adopted to minimize or overcome delays.</li> </ul>
<p><b>78. Documentation</b></p>	<p>The contractor's store keeping function will include maintaining various records. These records shall include but not limited to Supplier-wise record of equipment/material received, stored and issued for erection as well as stock position.</p> <p>Record of inspection and repairs carried out, protective measures and lubrication equipment in storage as well as erected until the same is taken over by the owner.</p>

<b>79. GST Number</b>	All the tenderers should have a valid GST number. Failure to comply with this instruction shall render his/her/their incomplete and shall be rejected with other punitive action against the said as deemed fit by BSCL. In any change or amendment made by the Government will be applicable according to the instructions.
<b>80. Incomplete tender and seeking clarification</b>	Tenders received in incomplete shape or found incomplete during evaluation of the bids, are liable for rejection. However, during evaluation if felt necessary by BSCL that, further clarification(s) is/are required on any document(s) submitted by any bidder(s) then BSCL may, at its sole discretion, resort to any procedure(s) deemed fit and by assigning reasonable time(s), as BSCL may decide just & proper for completion of the procedure(s). The result(s) of this /these time bound pursuit(s) shall have bearing(s) upon further evaluation/finalization of the corresponding tender(s) of the bidder(s) or on the tender for the work.
<b>81. Urgent Work</b>	If any urgent work in the opinion of BSCL becomes necessary to be executed and the contractor is unable and unwilling at once to carry out, the Engineer in Charge may be his own or through other agency carry it out, as he may consider necessary. All incurred on it shall be recoverable from the contractor or shall be adjusted against any sum payable to the contractor.
<b>82. Change(s) in Name and Constitution of the Contractor:</b>	Any change(s) in the name/constitution of the contractor, shall be forthwith notified by the contractor to BSCL for information. In case of failure to notify the change(s) within 15 days, BSCL may, by notice in writing, rescind the contract and the security deposit of the contractor shall, thereupon, stand forfeited and be absolutely at the disposal of BSCL and, the same consequences shall be ensured as if the contract had been rescind there of and in addition the contractor shall not be entitled to recover or to be paid for any work thereof actually performed under the contract.

**83. Custody of Materials:**

The contractor shall be responsible for safe custody of his/her/their materials at the work sites and BSCL will not be responsible for any loss or damage of the property at site. There should not be any conflict of interest or relaxation/exoneration of responsibility of the contractor as per this RFP/Contract, on any account whatsoever, regarding the work(s)/material(s)/property, of BSCL or of, any other agency/organization engaged/allowed by BSCL, available/to be made available/going on/to be started, at or in connection with the works of road and traffic junction development, failing which BSCL shall adopt any action deemed fit against the contractor with a view to continuing and complete the works. The portion or whole of the work executed by the contractor in connection with this contract shall remain in safe custody, watch & ward of the contractor till the same are handed over by the contractor to BSCL in required shape and manner or till, BSCL takes them over either unilaterally or as per this contract. Responsibility arising out of this safe custody, watch and ward till BSCL declares/assumes its right over the same, shall lie with the contractor. No claim in this regard by the contractor shall be acceptable by BSCL.

<p><b>84. Contractor to Provide and Facilitate Inspection, Safety Gear, etc:</b></p>	<ul style="list-style-type: none"> <li>i. <b>Inspection:</b> BSCL will have the right to inspect the work and can reject partly or fully, if found defective in its opinion.</li> <li>ii. <b>Safe means of Access:</b> Safe means of access shall be provided to all working platforms and other working places.</li> <li>iii. <b>Precaution against Electrical Equipment:</b> Adequate precaution shall be taken to prevent danger from electrical equipment. Hand lamps shall be provided with Mesh guard, wherever required.</li> <li>iv. <b>Preventing Public from Accident:</b> No materials on any of the sites shall be so stacked or placed as to cause danger or inconvenience to any person or public. The contractor shall provide all necessary fencing and light to protect the public from accident and shall be bound to bear expenses of defence or any suit action or other proceedings at law that may be brought by any persons for injury sustained owing to neglect of the above precaution and to pay any damages and cost which may be awarded in any such suit action or proceedings to any such person or which may with the consent of the contractor, be paid to compromise any claim by any such person. The contractor not to come cause blockage of traffic/disruption of traffic.</li> <li>v. <b>Personal Safety Equipment:</b> All personal safety equipment shall be made adequately available by the contractor for use of persons employed at the site of work and maintained in a condition suitable for immediate use. The contractor shall take adequate steps to ensure proper use of the equipment by persons concerned.</li> <li>vi. <b>Demolition:</b> Before any demolition work is commenced and also during process of work;             <ul style="list-style-type: none"> <li>a. All roads and open areas adjacent to the work site shall either be closed or suitably protected.</li> <li>b. No electric cable or apparatus which is liable to be a source of danger shall remain electrically charged.</li> <li>c. All practical steps shall be taken to prevent danger to persons employed from the risk of fire, explosion or flooding.</li> </ul> </li> </ul>
<p><b>85. Fair Wages Clause</b></p>	<p>The contractor shall not employ for the purpose of this contract any person who is below the age of fourteen years and shall pay to each labor for work done by such laborers fair wages.</p> <p>Explanation- <b>“Fair Wage”</b> means wages, whether for time or piece work prescribed by the State Public Works Department provided that where higher rates have been prescribed under the minimum wages act 1948 wages at such higher rates should constitute fair wages.</p> <p>BSCL shall have the right to enquire into and decide any complaint alleging that the wages paid by the contractor to any labor for the work done by such labor is less than the wages described above.</p>

<b>86. Contractor to Respond for Disengagement of Unruly Labor/Personnel</b>	<p>BSCL are to have round the clock access to the work sites during execution and defect liability period. BSCL may require the contractor to remove dismiss any labour / representative(s) of person of the contractors found to be incompetent or ill-mannered/behaved or of doubtful background/integrity, etc., and the contractor shall comply with such requirements.</p>
<b>87. Provisions for Workman Compensation</b>	<p>BSCL shall not be held liable to pay any compensation to any workman under workman's compensation Act, 1923. The contractor shall have to pay the entire compensation as decided in any court of law for any injury/loss sustained by any workman during execution of the work. If, by order of any authority/court, BSCL pays any compensation to honor and abide the order, then said amount(s) shall be recovered from the contractor.</p>

**88. Rescission of Contract**

Subject to other provisions contained in this RFP or in the agreement, BSCL may, without prejudice to any other right or remedy available to the contractor in respect of any delay, inferior workmanship, any claims for damages and / or any other provisions of this contract or otherwise, and whether the date of completion has or has not elapsed, rescind the contract in any of the following cases:

- I. If the contractor having been given by BSCL a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in an inefficient or otherwise improper manner shall omit/ fail to comply with the requirement of such notice for a period of seven days thereafter.
- II. If the contractor being a company shall pass a resolution or the honorable court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the honorable court or the creditor to appoint a receiver or a manager or which entitle to honorable court to make a winding up order.
- III. If the contractor has, without reasonable cause, suspended the progress of the work with due diligence so that in the opinion of CHIEF EXECUTIVE OFFICER (which shall be final and binding) he will be unable to secure completion of the work by the due date of completion and continues to do so after a notice in writing of seven days from Chief Executive Officer, BSCL.
- IV. If the contractor fails to follow and comply with the relevant provisions this RFP and/or agreement.
- V. If the contractor fails to complete the work within the stipulated date or items of the work with individual date of completion. If any stipulated, on or before such date(s) of completion and does not complete them within the stipulated period.

When the Contractor has made himself liable for action under any of the cases aforesaid, BSCL shall have the power to rescind the contract( of which rescission notice in writing to the contractor under the hand of CHIEF EXECUTIVE OFFICER shall be conclusive evidence), 20% of the value of the left over work will be realized from the contractor as Penalty in addition to other punitive measures deemed fit by BSCL including debarring the contractor from participating in BSCL Tenders at least for 3 years, blocking his/her/their Digital Signature Certificate(DSC) in the e-procurement portal and recommending the corresponding license issue authority not to renew the license of the contractor. In case of rescission of contract, the contractor shall have no claim for compensation for any loss sustained by him by reasons of having purchased or procured any materials or entered any engagement on account of or with a view to execute the work/ performance of the contractor.

<b>89. Black Listing</b>	<p>A Contractor may be blacklisted for :-</p> <ol style="list-style-type: none"> <li>a) Misbehavior/ threatening of Departmental &amp; supervisory officers during execution of work/tendering process.</li> <li>b) Involvement in any sort of tender fixing.</li> <li>c) Constant non-achievement of milestones on insufficient and imaginary grounds and non-adherence to quality specifications despite being pointed out.</li> <li>d) Persistent and intentional violation of important conditions of contract.</li> <li>e) Security consideration of the State i.e., any action that jeopardizes the security of the state.</li> <li>f) Submission of False/ fabricated/ forged documents for consideration of a tender.</li> </ol> <p>In case a contractor is black listed, it will be widely published and intimated to all Departments of Government and also to Govt. of India Agencies working in the State</p>
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### 90. Other Conditions:

The Implementing Agency shall arrange for the services of fully qualified and competent supervising Engineer/Engineers and necessary number of personnel as the Implementing Agency deems it absolutely necessary with the requisite specialized skills for the erection, testing and commissioning of equipment.

All tools required for installation shall be arranged by the Implementing Agency. Inspection and testing of the complete installation and putting in regular service and shall bear the overall responsibility of the satisfactory installation, testing and commissioning of the equipment. The Implementing Agency shall make his own arrangements for Boarding & Lodging of his personnel. The following facilities and services are also covered in the scope of Tenderer. Unloading and loading of equipment and accessories, transportation to the site and storage. Providing of necessary labour force required for the execution of the job. Providing of necessary transport facilities for the staff to be deputed by the contractor for installation work.

#### CONSTRUCTION LABOUR AND TOOLS:

- i. The Implementing Agency shall furnish the list of special construction tools. Special tools which in the opinion of the Implementing Agency would be required for construction work.
- ii. The Implementing Agency may select to bring with him certain personal tools required for construction, which will remain his property at all times. Use of such personal tools for construction work shall not entitle the Implementing Agency to any additional payment. Any assistance required by the Implementing Agency in securing entry and exit permits for such tools shall be rendered by the Authority.
- iii. Checking for necessary positions, levels and dimension of foundation shall be done by the Implementing Agency.
- iv. Cleaning and Servicing: The Implementing Agency shall ensure that inside of all tubes, pipes, valves fittings and actuators shall be free from dirt and loose scales by thoroughly blowing and /or flushing of service before being erected by them.

#### FIELD ENGINEERING CLARIFICATIONS:

The Implementing Agency shall provide all necessary field engineering clarifications to the client that they may require for the purposes of their works. The Implementing Agency shall also provide all engineering

clarifications and details to the client for the overall engineering / start-Up of the plant and equipment Supplied by them.

**REGULATION OF LOCAL AUTHORITIES AND STATUS:**

The Implementing Agency shall, to the extent relevant and applicable, comply with all the rules and regulations of local authorities/governments, during the performance of his field activities. He shall also comply with the minimum wage Act: 1948 and any modifications thereof and the payment of wages Act (both of the Government of India) and the rules made there under, in respect of employees or workmen employed or engaged by him. The Implementing Agency shall also supply the equipment in conformity with the electricity laws, rules, etc. and obtain all permissions and approvals from the competent authorities.

**CONSTRUCTION MANAGEMENT:**

The field activities of the Implementing Agency will be co-ordinated by the Engineer-in-Charge of BSCL and his decision shall be final in resolving any disputes.

The Implementing Agency shall have the complete responsibility for the safety of all persons employed by him, and all the properties under his custody during the Contract. This requirement with respect to the persons employed by the Implementing Agency shall be limited to work site only and with respect to the equipment and properties shall apply continuously till the completion of the contract and shall not be limited to normal working hours.

**ACCESS TO SITE:**

1. The Contract, so far as it is executed on the client premises, shall be carried out till such time as the client may approve.
2. During the execution of the work, no person's other than the Implementing Agency, or his duly appointed representative, sub-contractors and workmen shall be allowed to do work on the site, except by the special permission in writing. But access to the works at all times shall be accorded to the (Authority) representatives and other authorized officials.

**IMPLEMENTING AGENCY'S SITE OFFICE ESTABLISHMENT/ LOGISTICS:**

The Implementing Agency shall establish a site office at the site and keep posted a client authorized representative for the purpose of Contact. Any written order or instructions of Engineer-in-Charge or his representative shall be handed over to the Implementing Agency's representative under receipt duly taken from the said representative and such communication shall be treated as a communication to the Implementing Agency's legal address.

The Implementing Agency shall provide 1 nos of Air conditioned 4-Wheelers (Passenger Car) with driver(1) for the client mobilization. The cost of logistics is to be borne by the implementing agency.

**CO-OPERATION WITH OTHER IMPLEMENTING AGENCYS:**

1. The Implementing Agency shall co-operate with all staff of the Client, who may be performing other services on behalf of the Client and the workmen who may be employed by the Client and doing work in the vicinity of the Contractor's work site.
2. Client shall be informed promptly by the Implementing Agency of any defects in the work that could affect the performance of the equipment. The Implementing Agency and the client shall determine the corrective

measures, if any, required to rectify this situation after inspection of the works.

**QUALIFICATION OF IMPLEMENTING AGENCY'S PERSONNEL:**

1. The Implementing Agency's personnel will be adequately qualified, trained and experienced so as to carry out the duties most efficiently and effectively as expected of them. The Implementing Agency's personnel shall have adequate experience of working on similar type of the equipment and similar job.
2. Notwithstanding above if any of the personnel is not found to be performing his services in a manner as expected of him, under the contract, the Implementing Agency on advice from (Engineer-in-Charge), shall replace such person(s) at his cost with those acceptable to (Engineer-in-Charge), by mutual agreement.

**DISCIPLINE OF WORKMEN:**

The Implementing Agency shall adhere to the disciplinary procedure set by (Engineer-in-Charge) in respect of his employees and workmen, if any, at site. The (Engineer-in-Charge) shall be at liberty to object to the presence of any representative or employee of the Implementing Agency at the site, if in the opinion of Engineer-in-Charge, such employee has committed misconduct, or is incompetent or negligent or otherwise undesirable, and then the Implementing Agency, after mutual agreement, shall replace such a person objected to.

**MANPOWER REPORT:**

The Implementing Agency shall furnish, on the first day of every month, manpower report of the previous month detailing the number of persons scheduled to have been deployed and actually deployed for timely and successful commissioning of the equipment.

**CLEANLINESS:**

The offices and the residential areas of the Implementing Agency's employees within the premises of the client or those allotted by the client, shall be kept neat and clean to the entire satisfaction of the client.

**FIELD OFFICE RECORD:**

The Implementing Agency shall maintain at his office, Up-to-date copies of all drawings, specifications and other contract documents and any other Supplementary data, complete with all the latest revisions thereto. The Implementing Agency shall also maintain, in addition, the continuous record of all changes to the above Contract documents, drawings, specifications, Supplementary data etc., effected at the field and on completion of his total assignment under the Contract shall incorporate all such changes on the drawings and other engineering data to indicate "as installed" conditions of the equipment furnished under the Contract. Such drawings and engineering data shall be submitted to (Engineer-in-Charge) in requisite number of copies as per terms of the Contract.

**EPF & INSURANCE:**

If an existing EPF account code is not in place, then the bidder should obtain independent EPF account code in his name, from the competent authority. Documentary evidence for the same should be produced at the time of entering into agreement or before commencement of works, as demanded by (Engineer-in-Charge).

The insurance of all Implementing Agency personnel against any accident during erection, testing and commissioning etc., shall be arranged by the Implementing Agency at his cost. The Implementing Agency shall also indemnify the Authority against all liabilities arising out of any accidents, loss and/ or any other reasons. The personal insurance for the Implementing Agency's personnel deputed to site shall also be arranged by the Implementing Agency at his cost.

i. **WORKMEN'S COMPENSATION INSURANCE:**

This insurance shall protect the Implementing Agency against all claims applicable under the Workmen's Compensation Act, 1948 (Government of India). This policy shall also cover the Implementing Agency against claims for injury, disability, disease or death of his or his sub-contractor's employees which for any reason are not covered under the Workmen's Compensation Act, 1948. The responsibility and liability of this insurance be as provided in the statutes and the liability shall not be less than the liability provided in the statutes.

**ii. COMPREHENSIVE GENERAL LIABILITY INSURANCE:**

This insurance shall protect the Implementing Agency against all claims arising from injuries, disabilities, disease or death of members of public or damage to property of others, due to any act or omission on the part of the Implementing Agency, his agents, his employees, his representatives and sub-contractors or from riots, strikes and civil commotion.

The hazards to be covered will pertain to all the works and areas where the Implementing Agency, his Sub-Contractors, his agents and his employees have to perform work pursuant to the Contract. The above are only illustrative lists of insurance covers normally required and it will be the responsibility of the Implementing Agency to maintain all necessary insurance coverage to the extent both in time and amount to take care of all his liabilities either direct or indirect in pursuance of the Contract.

**SERVICE AND FACILITIES TO BE PROVIDED BY THE AUTHORITY:**

Necessary area required for construction of Implementing Agency's office and quarters for Implementing Agency's supervisors/workmen shall be arranged by themselves by the Implementing Agency near project site. It is the responsibility of the Implementing Agency to establish the office and to provide necessary residential accommodation to his employees at his own cost. Power Supply for construction purpose shall be arranged by themselves by the Implementing Agency. Implementing Agency shall arrange distribution of power as required for construction works. The distribution shall be with proper protection with MCCB's/MCB's etc. as per Indian standards. Implementing Agency has to make his own arrangement for water for construction activities and maintenance of roads or providing water to the employees and their residential quarters.

**WORKING HOURS:**

The personnel shall work normally 8 hours per day in one shift during the hours in between 6.00AM to 8.00PM including one-hour rest and six days working per week. The works can be allowed to be carried out during night, Sundays or authorized holidays in order to meet the schedule targets keeping in view;

1. The provisions of labour laws are adhered to,
2. Adequate lighting, Supervision and safety measures are established,
3. Authority's approves the construction program given by the Implementing Agency and agree for working during Sundays or authorized holidays.

**REGULATIONS OF LOCAL AUTHORITIES:**

The Implementing Agency shall, throughout the continuance of the contract and in respect of all matters arising in the performance thereof obtain consents, way leaves, approvals and permissions required in connection with the regulations and by-laws of the local or other authority which shall be applicable to the works.

All work shall be executed in accordance with the Indian Electricity Rules, 1956 and any statutory modifications thereof, and any local regulation and laws, wherever applicable, unless otherwise agreed to in writing by the Engineer.

All works shall be carried out by and under the supervision of qualified personnel having required skills and certifications. The necessary approvals for installation and operating the equipment such as CEIG approval, etc.

shall be obtained by the Implementing Agency. The Authority shall provide necessary assistance in furnishing the required details.

**LIABILITY FOR ACCIDENTS AND DAMAGE:**

The bidder shall be responsible for all loss, damage or depreciation to the constructed road until the work is taken over or extended period as agreed. The bidder shall, during the progress of the work, properly cover up and protect the construction work from injury by exposure to the weather, and shall take every reasonable, proper, timely, and useful precaution against accident or injury to the same from any cause and shall remain answerable and liable for all accidents or injuries thereto which until the same or be deemed to be taken over, may arise or be occasioned by the acts or omissions of the bidder or his workmen or sub-bidder, and all losses and damages arising from such accidents or injuries as aforesaid shall be made good in the most complete and substantial manner by and at the sole cost of the bidder to the reasonable satisfaction of the Authority.

Until the building shall be or be deemed to be taken over as aforesaid the bidder shall also be liable for and shall be deemed to have indemnified the Authority in respect of all damage or injury to any person or property of the Authority or of other occasioned by the negligence of the bidder or his workmen or sub-bidders or by defective design, work or material, but not otherwise provided that the bidder shall not be liable under the contracts for any loss of profit or loss of contracts or any claims made against the Authority not already provided for in the contract, nor for any damage or injury caused by or arising from the acts of the Authority or of others, or (save as to damage by fire, acts of God or any event of force majeure as hereinafter provided) due to circumstances over which the bidder has no control, nor shall his total liability for loss, damage or injury exceed the total value of the contract.

The bidders shall be deemed to have indemnified and saved harmless the Authority against all actions, suits, claims, costs or expenses arising, in connection with injuries suffered prior to the date when the work shall have been taken over and during maintenance period by persons employed by the bidder or his sub-bidders on the works whether under the General law or under the Workmen's Compensation Act, 1923, or any other statute in force at the date of the contract dealing with the question of the liability of employers for injuries suffered by employees and to have taken steps properly to insure against any claims hereunder.

On the occurrence of an accident which results in the death of any of the workmen employed by the bidder or which is so serious as to be likely to result in the death of any such workmen, the bidder shall within 24 hours of the happening of such accident, intimate in writing to the (Engineer-in-Charge), the fact of such accident. The bidder shall indemnify (authority) against all loss or damage sustained by the Authority resulting directly or indirectly from his failure to give intimation in the manner aforesaid including the penalties or fines if any payable by the Authority as a consequence of its failure to give notice under the Workmen Compensation Act or otherwise, to conform to the provision of the said Act in regard to such accident.

In the event of any claim made, or action brought against the Authority involving the bidder and arising out of the matter referred to and in respect of which bidder is liable under this clause, the bidder shall immediately notify, and he shall, with the assistance, if he so required, of the Authority, but at the sole expense of the bidder conduct all negotiations for the settlement of the same or of any litigation that may arise there from. In such case the Authority shall, at the expense of the bidder, afford all available assistance for any such purpose.

In the event of an accident in respect of which compensation may become payable under workmen's Compensation Act VIII of 1923, whether by the bidder or by the (AUTHORITY) as principal, it shall be lawful for (AUTHORITY) to retain out of moneys due and payable to the bidder such sums of money as may be in the

opinion of the said Engineer be sufficient to meet such liability. The decision of (Engineer-in-Charge) shall be final in regard to all matters arising under this clause.

**FENCING AND LIGHTING:**

Except as herein after provided the bidder shall, unless otherwise specified, be responsible for the proper fencing, guarding, lighting, and watching of all works comprised in the contract and for the proper provision of temporary roadway, footways, guards, and fences as far as the same may be rendered necessary by reason of the work for the accommodation and protection of foot passengers or other traffic and of the owners and occupiers of adjacent property and of the public. Fencing & lighting provided in and around control rooms.

**MATERIALS BROUGHT ON TO THE SITE:**

All materials, and equipment brought to and delivered Upon the site for the purpose of the work shall, from the time of their being so brought, vest and be the property of the Authority but may be used for the purpose of the work but for that purpose only and shall not on any account be removed or taken away by the bidder or any other person without the express permission in writing of the Engineer but the bidder shall never the less be solely liable and responsible for any loss or destruction thereof or damage there to unless resulting from causes beyond the bidder's control not being causes insurance against destruction or damage.

**BIDDER REPRESENTATIVE AND WORKMEN:**

Complete Erection, Testing and Commissioning is included in scope of works. The bidder shall employ at least one competent representative, whose name or names shall have previously been communicated in writing to the Authority by the bidder, to supervise the construction of roads and carrying out the works. The said representatives, or if more than one shall be employed then one of such representatives, shall be present at the site during working hours and any written orders or instructions to the said representative of the bidder, shall be deemed to have been given to the bidder. The Authority shall be at liberty to object to any representative or person employed by the bidder in the execution or otherwise about the works who shall misconduct himself or be incompetent or negligent, and the bidder shall remove the person so objected to Upon receipt of notice in writing from the Authority requiring him (the bidder) so to do, and provide in his place a competent representative at the bidder's expense.

**ENGINEER'S SUPERVISION:**

All the works shall be carried out under the direction and to the reasonable satisfaction of the Engineer-in-Charge. The bidder shall be responsible for the correctness of the positions, levels, and dimensions of the works according to the drawings notwithstanding that he may have been assisted by the Engineer in setting out the same.

**REPLACEMENT OF DEFECTIVE WORK OR MATERIALS:**

If during the progress of work the Engineer-in-Charge decides and notifies in writing to the bidder that the bidder has executed any unsound or imperfect work, or has Supplied any building materials inferior quality or quantity to these specified, the bidder on receiving details of such defects or deficiency shall, at his own expense, within seven days of his receiving the notice, or within such time as may reasonably necessary for making it good, proceed to alter, reconstruct, or remove such work or Supply fresh materials Up to the standard of the specification, and in case the bidder fails to do so, the Authority may on giving the bidder seven days' notice in writing of his intention so to do proceed to remove the works, the materials complained of, and at the cost of the bidder, perform all such

work or Supply all such materials, provided that nothing in this clause shall be deemed to deprive the Authority of or affect any rights under the contract which he may otherwise have in respect of such defects or deficiencies.

**TESTS AT SITE:**

In all cases where the contract provides for tests at site, the bidder except where otherwise specified, shall provide, free of charge, such labour, materials, fuel, stores, apparatus and instruments as may be required from time to time, and as may reasonably be demanded, efficiently to carry out such tests of the material, or workmanship in accordance with the contract.

In the case of contracts requiring electricity for carrying out tests on site at the time of commissioning, such electricity shall be Supplied free of costs to the bidder.

**POWER TO VARY OR OMIT WORK:**

No alterations, amendments, omissions, additions, suspensions, or variations of the work (herein after referred to as "Variations") under the contract as shown by the contract drawings or the specification shall be made by the bidder except as directed in writing by the Authority, but the Authority shall have full power, subject to the provision herein after contained, from time to time during the execution of the contract by notice in writing to instruct the bidder to make such variation without prejudice to the contract, and the bidder shall carry out such variations, and be bound by the same conditions, as far as applicable, though the said variations not occurred in the specification and the bidder will compensate in this situation if applicable.

If any suggested variations, would, in the opinion of the bidder, if carried out, prevent him fulfilling any of his obligations or guarantees under the contract, he shall notify the Authority there of in writing, and the Authority shall decide forthwith whether or not the same shall be carried out, and if the Authority confirms his instructions, the bidder's obligations and guarantees shall be modified to such an extent as may be justified. The difference of cost, if any, occasioned by any such variations shall be added to or deducted from the contract price as the case may require. The amount of such difference, if any, shall be ascertained and determined in accordance with the rates specified in the schedules of prices, so far as the same may be applicable, and where the rates are not specified in the said schedules, they shall be settled by the Authority and bidder jointly. But the Authority shall not become liable, for the payment of any charge in respect of any such variations, unless the instructions for the performance of the same shall have been given in writing by the Authority.

In the event of the Authority requiring any variations, such reasonable and proper notice shall be given to the bidder as will enable him to make his arrangements accordingly, and in cases where goods or materials are already prepared, or any designs, drawing, or patterns made or work done that require to be altered, a reasonable sum in respect there of shall be allowed by the Authority. Provided that no such variation shall, except with the consent in writing of the bidder, be such as will involve an increase or decrease of the total price payable under the contract by more than 10 (Ten) percent thereof.

In any case in which the bidder has received instructions, from the Authority as to carrying out the work, which either then or later will, in the opinion of bidder, involve a claim for additional payment, the bidder shall, as soon as reasonably possible after the receipt of the instructions, aforesaid, advise the Authority to that effect.

**NEGLIGENCE:**

If the bidder neglects to execute the work with due diligence and expedition or shall refuse or neglect to comply with any reasonable orders given to him in writing by the Engineer-in-charge in connection with the work, or shall contravene the provisions of the contract, the Authority may give seven days' notice, in writing, to the bidder, to make good the failure, neglect, or contravention complained of and should the bidder fail to comply with the notice within a reasonable time from the date of service thereof in the case of failure, neglect or contravention capable of being made good within that time or, otherwise within such time as may be reasonably necessary for making good, and in such case, the Authority shall be at liberty to employ other workmen, and forthwith perform such work as the bidder may have neglected to do or if the Authority shall think fit, it shall be lawful for him to take the work wholly, or in part, out of the bidder's hands and re-contract at a reasonable price with any other person or persons, or provide any other materials, tools, tackle or labour for the purpose of completing the work or any part thereof and in that event the Authority shall, without being responsible to the bidder for fair wear and tear of the same to have the free use of all the materials, tools, construction plant or other things which may be on the site, for use at any time in connection with the work, to the exclusion of any right of bidder over the same, and the Authority shall be entitled to retain and apply any balance which may be otherwise due on the contract by him to the bidder or such part thereof as may be necessary to the payment of cost of executing such work as aforesaid.

If the cost of executing the work as aforesaid shall exceed the balance due to the bidder and the bidder fail to make good the deficit, the said materials, tackle, construction plant or other things, the property of the bidder may be sold by the Authority, and the proceeds applied towards the payment of such difference and the cost of an incidental to such sale. Any outstanding balance existing after crediting the proceeds of such sale shall be paid by the bidder on the certificate of the Engineer, but when all expenses, costs and charges incurred in the completion of the work are paid by the bidder, all such materials, tools, tackles, construction plant or other things remaining unsold shall be removed by the bidder.

**DEATH, BANKRUPTCY, ETC:**

If the bidder die or commit any act of Bankruptcy, or being a Department commence to be wound Up except for reconstruction purposes or carry on its business under a receiver, the executor successors, or other representative in law of the estate of the bidder or any such receiver, liquidator, or any person in whom the contract may become vested, shall forthwith give notice thereof in writing to the Authority and shall for one month, during which he shall take all reasonable steps to prevent as stoppage of the works, have the option of carrying out the contract subject to his or their providing such guarantee as may be required by the Authority but not exceeding the value of the work for the time being remaining unexecuted. In the event of stoppage of the work the period of the option under this clause shall be 14 (fourteen) days only. Provided that, should above option not be exercised, the contract may be determined by the Authority by notice in writing to the bidder. And the same power and provisions so reserved to the Authority in the last proceeding clause on taking of the work out of the bidder's hands shall immediately become operative.

Bidder shall guarantee that before going out of production the spare parts, he will give adequate notice to the Authority so that the latter will have adequate time to order for future requirement of spares. Seller shall further guarantee that if he goes out of production of spare parts, then he will make available the blue prints, drawings of the spare parts and specification of material at no cost to the Authority if and when required

**RELEASE OF INFORMATION:**

The Implementing Agency shall not communicate or use in advertising, publicity, sales releases or in any other medium photographs or other reproduction of the works under this contract, or description of the site, dimensions, quality or other information, concerning the work unless prior written permission has been obtained from the Authority.

**LIMIT OF CONTRACT:**

Equipment Supplied shall be complete in every respect with all mountings, fittings, fixtures and standard accessories normally provided with such equipment" s and / or needed for erection, completion and safe operation of the equipment's as required by applicable codes though they may not have been specifically detailed in the respective specifications unless included in the list of exclusions. All similar standard equipment's provided, shall be interchangeable with one another.

**GENERAL:**

The Bidder shall be responsible for provision of health and sanitary arrangement more particularly described in contract labour (regulation and abolition Act), safety precautions, etc. as may be required for safe and satisfactory execution of the contract.

The Bidder shall fulfil all his obligations in respect of accommodation including proper facilities for the personnel employed by him.

The bidder shall be responsible for the proper behaviour at site and observance of all regulations by the staff employed by him. Insurance for the labour engaged shall be the responsibility of the bidder till the equipment is taken over after completion of works in full shape and completion of maintenance period, as per applicability, by the (AUTHORITY). The insurance of the labour engaged for maintenance of the roads by the Implementing Agency shall also be the responsibility of the Implementing Agency. The bidder shall be responsible for settlement of insurance claims arising out of accident/injury to staff employed by him.

**Cancellation of Contract:**

The Authority reserves the right to cancel the contract in part or in full by giving two weeks' notice there by, if The Implementing Agency fails to comply with any of the terms of the contract. The Implementing Agency becomes bankrupt or goes into liquidation. The Implementing Agency makes general assignment for the benefit of the creditors and Any Receiver is appointed for the property owned by the Implementing Agency.

## Part 3 - Section IX

## Particular Conditions of Contract

Except where otherwise specified, all PCC should be filled in by the Employer prior to issuance of the Bidding Documents. Schedules and reports to be provided by the Employer should be annexed.

A. General	
PCC 1.1	The financing institution is: Government of India (GoI) and Government of Uttar Pradesh(GoUP)
PCC 1.2	The Employer is : Bareilly Smart City Limited
PCC 1.3	The Intended Completion Date for the whole of the Works be <i>As specified in the scope of works</i>
PCC 1.4	The Project Manager is :  Authorized Representative of BSCL
PCC 1.5	Location of Site : Major Roads & Pathways in ABD area, Bareilly Smart City
PCC 1.6	The language of the contract is <i>English</i> . The law that applies to the Contract is the law of <i>India</i> .
PCC 1.7	The Project manager <i>may</i> delegate any of his duties and responsibilities.
PCC 2.1	Schedule of other Implementing Agency: <i>[insert Schedule of Other Implementing Agency, if appropriate]</i>
PCC 2.2	The minimum insurance amounts and deductibles be: <p>(a) For loss or damage to the Works, Materials, For loss or damage to Equipment, for loss or damage to property (except the Works, Materials, and Equipment) in connection with Contract, For loss or damage to Equipment, for loss or damage to property (except the Works, Materials, and Equipment) in connection with Contract and for personal injury or death (of the Implementing Agency's employees and of other people): equivalent to the accepted <i>value of the contract</i>.</p> <p>(b) The Contractor insure against each liability for any loss, damage, death or bodily injury which may occur to any physical property (mechanical, electrical, automation work, all civil works, Storage etc. excluding pipe line) or to any person which may arise out of the Contractor's performance of his obligations under these Conditions during the Defect Liability Period.</p> <p>(c) This insurance be for a limit of per occurrence of not less than the amount of Rs. 5 lakh, with no limit on the number of occurrences.</p>
PCC 2.3	The Site Possession Date(s) be: <i>within 7 days from the date of signing the contract</i>
PCC 2.4	Appointing Authority for the Adjudicator: <i>Chief Executive Officer, Bareilly Smart City Limited, Bareilly</i>

<p><b>PCC 2.5</b></p>	<p><b>Disputes be settled by arbitration in accordance with the following provisions:</b></p> <ol style="list-style-type: none"> <li>1. <u>Selection of Arbitrators.</u> <ol style="list-style-type: none"> <li>(a) Each dispute submitted by a Party to arbitrations be heard by a sole arbitrator or an arbitration panel composed of three (3) arbitrators, in accordance with the following provisions:</li> <li>(b) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to <i>[Chairman (Bareilly Smart City Ltd.)]</i>, for a list of not fewer than five (5) nominees and, on receipt of such list, the Parties alternately strike names there from, and the last remaining nominee on the lists be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, <i>Chairman (Bareilly Smart City Ltd.)</i>, Bareilly appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.</li> </ol> </li> <li>2. <u>Rules of Procedure.</u> Except as otherwise stated herein, arbitration proceedings be conducted in accordance with the rules of procedure for arbitration under the relevant statute applicable.</li> <li>3. <u>Substitute Arbitrators.</u> If for any reason an arbitrator is unable to perform his/her function, a substitutes be appointed in the same manner as the original arbitrator</li> <li>4. <u>Nationality and Qualifications of Arbitrators.</u> The sole arbitrator or the third arbitrator appointed pursuant to paragraphs 1(a) through 1(c) above be an internationally recognized legal or technical expert with extensive experience in relation to the matter in dispute and snot be a national of the Consultant’s home country <i>[Note: If the Consultant consists of more than one entity, add: or of the home country of any of their members or Parties]</i> or of the Government’s country. For the purposes of this Clause, “home country” means any of: <ol style="list-style-type: none"> <li>(a) the country of incorporation of the Consultant <i>[Note: If the Consultant consists of more than one entity, add: or of any of their members or Parties];</i> or</li> <li>(b) the country in which the Consultant’s [or any of their members’ or Parties’] principal place of business is located; or</li> <li>(c) the country of nationality of a majority of the Consultant’s [or of any members’ or Parties’] shareholders; or</li> <li>(d) the country of nationality of the Sub-consultants concerned, where the dispute involves a subcontract.</li> </ol> </li> <li>5. <u>Miscellaneous.</u> In any arbitration proceeding hereunder: <ol style="list-style-type: none"> <li>(a) proceedings shall, unless otherwise agreed by the Parties, be held in <i>[select a country which is neither the Client’s country nor the Consultant’s country];</i></li> </ol> </li> </ol>
	<p>the <i>English</i> language be the official language for all purposes; and the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) be final and binding and be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement</p>
<p><b>B. Time Control</b></p>	
<p><b>PCC 3.1</b></p>	<p>The Implementing Agency submit for approval a Program for the Works within 14 days from the date of the Letter of Acceptance.</p>
<p><b>PCC 3.2</b></p>	<p>The period between Program updates is <i>monthly</i>.</p>

<b>C. Quality Control</b>	
<b>PCC 3.3</b>	The Defects Liability Period after issue of project completion certificate (after completion of construction and commissioning of the project): 1 year
<b>PCC 4.1</b>	<b>Payment Schedule</b>
	<ul style="list-style-type: none"> <li>• 10% mobilization advance can be released on request of implementing agency against Bank Gurantee of 10 % above value of the said amount. The mobilization advance above bear simple interest and should be equal to the prevailing lending rate of interest charged by State Bank of India as mentioned in contract date and shall be calculated from the date of payment to the date of recovery, both days inclusive, on the outstanding amount of advance. Recovery of such sums advanced shall be made by the deduction from the contractor's bills That will be deducted in 3 instalments in subsequent payments.</li> <li>• The Advance Payment shall not be released until the establishment of camp at work site including the mobilization of minimum manpower and all plant &amp; machinery as required at the start of the project is completed.</li> <li>• The advance payment shall be repaid through percentage deductions from the interim payments as follows: - <ul style="list-style-type: none"> <li>• Deductions shall commence from the 1st interim payment.</li> <li>• Deductions shall be made in proportions of the advance payment until such time as the advance payment has been repaid: provided that the advance payment shall be completely repaid prior to the time when 80 per cent of the accepted contract amount has been repaid.</li> </ul> </li> <li>• If the advance payment has not been repaid prior to the issue of the Taking over Certificate for the work or prior to termination, the balance advance is payable by the contractor to the Authority.</li> <li>• First running Bill shall be raised by the implementing agency after a minimum of 15% of contract value of work done.</li> <li>• Subsequent payment shall be made in the form of running bills raised by contractor, as per progress of the work on monthly basis.</li> <li>• The final bill shall be raised by the implementing agency after completing the work in</li> </ul>

#### Contract Forms

This Section contains forms which, once completed, will form part of the Contract. The forms for Performance Security and Advance Payment Security, when required, only be completed by the successful Bidder after contract award.

## LETTER OF ACCEPTANCE

To,

XXXXXXXXXX,

XXXXX ,

Ph: .....

**Subject: - Letter of Acceptance (LOA) for “Engineering, Procurement & Construction of 8.10 km of Major Road Development in ABD Area on EPC Mode with 1 year Defect Liability and 3 years of Operation & Maintenance”.**

**Tender ID: 2020\_.....\_.....\_..**

Dear Sir,

We refer to the tender published on XX/XX/2021 on e-tender website and technical bid opened on XX/XX/2020 in response to the invitation for Bids for “Engineering, Procurement & Construction of 8.10 km of Major Road Development in ABD Area on EPC Mode with 1 year Defect Liability and 3 years of Operation & Maintenance.”

Bareilly Smart City Limited, Bareilly (BSCL) is pleased to inform you that your Bid has been accepted by the BSCL.

You have been selected as the Preferred Bidder for the captioned project at the Contract Price of (inclusive of GST) **Rs. X/- + GST (Rs.X) = Rs X /-** [IN WORDS] (hereinafter referred to as the “Contract Price”).

This Contract price is subject to fulfilment of all terms and conditions specified in the bid document. The Contract Price will be inclusive of all applicable taxes, duties, statutory charges, levy and any other charges as applicable from time to time. The payment will be made as per the payment conditions mentioned in the bid document.

As per the bid document, you have to submit 10% as Security Deposit of the basic Bid amount (exclusive of GST), i.e. **RsX/-**. The amount of Rs.X/- has already been received in the form of EMD vide slip no ..... Hence, you are requested to pay the remaining security deposit amount of **Rs.X/-**, within 10 (Ten) days of the receipt of this Letter of Intent in the form of FDR (to be retained by the BSCL till the project completion) in favor of **CEO, Bareilly Smart City Ltd, Bareilly** or Amount can be deposited through online payment in the name of **Bareilly Smart City Limited, A/C No. : 0294001100000836, Name of Bank: Punjab National Bank, Branch: Pilibhit By-Pass Road, Bareilly, IFSC Code: PUNB0613400.**

The bidder shall execute an agreement/contract for the fulfilment of the contract on non-judicial stamp paper of Rs.100/- within 10 (Ten) days from the date of issuance of letter of intent.

The Bidder shall furnish an affidavit on a stamp paper of Rs.10/- stating that if there is any change in the govt. guidelines regarding the company contracts or increase in stamp duty to be paid then the bidder needs to submit the stamp papers of appropriate value. In the event of failure, the BSCL shall have full right to recover the balance stamp duty from the Bid Security deposit.

Kindly acknowledge the acceptance of this “**Letter of Acceptance**” by signing duplicate copy by your authorized Representative and deliver the same to us.

**Chief Executive Officers  
Bareilly Smart City Limited,  
Bareilly**

**Agreed and Accepted**

Signature of the Authorized Representative of the Agency (i.e. \_\_\_\_\_)

Name:

Designation:

Address:

Place:

Date:

Company Seal

**DRAFT CONTRACT AGREEMENT**

(To be signed by the Owner and the Successful Bidder within the period specified in the Bidding Documents after the issue of Letter of Intent)

(To be stamped in accordance with the Stamp Act, of the State)

THIS AGREEMENT made on ..... between **Bareilly Smart City Limited**, a company incorporated under the Companies Act, 1956/2013, having its office at “C/o Executive Engineer, Municipal Board, Nagar Nigam, Bareilly”. Pincode 243001 (Uttar Pradesh) (hereinafter referred to as “Owner”, which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) of the **ONE PART**

and ....., having its office at .....(hereinafter referred to as the “Contractor”, which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) of the **OTHER PART**.

WHEREAS the Owner, desirous of associating with the Contractor for “**Engineering, Procurement & Construction of 8.10 km of Major Road Development in ABD Area on EPC Mode with 1 year Defect Liability and 3 years of Operation & Maintenance**” (the Project) on the terms and conditions contained in the Bidding Documents and amendments of the clarifications in respect there of issued by the Owner in response to Invitation for Bid dated .....

AND WHEREAS the Contractor had submitted its Bid for the said Project under its Letter dated .....(as hereinafter referred to as the “Bid”).

AND WHEREAS the Owner has accepted the Bid, as conveyed to the Contractor vide Letter of Intent No. ....(hereinafter referred to as the “Letter of Intent”), on the terms and conditions brought out in the said Letter of Intent and the Documents referred to therein, resulting into a Contract.

AND WHEREAS the Contractor has accepted the Letter of Intent, as conveyed to the Owner vide dated \_\_\_\_\_ (hereinafter referred to as the “Letter of Acceptance”), resulting into this Contract.

NOW THEREFORE THIS AGREEMENT WITNESSETH AS UNDER:

Article -1.0 - Definition

In this Agreement the words and expressions shall have the same meaning as are respectively assigned to them in the Contract Documents specified hereunder attached herewith which form an integral part of this Contract Agreement. This Agreement together with all the Documents attached therewith is referred to as the Contract for all intent and purposes of the aforesaid Project.

Article - 2.0 - Date of commencement of Contract

This Contract has come into force with effect from ..... i.e. from the date of the signing of Contract Agreement.

Article - 3.0 - Contract Documents

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

- (i) The Contract Agreement between the Owner and the Contractor and the attachments thereto. (This Contract Agreement)
- (ii) Accepted Letter of Intent till the execution of Contract Agreement between the Owner and the Contractor. (Annexure 1)
- (iii) Bid submitted by the Successful Bidder (Annexure 2)
- (iv) RFP issued to the Bidder (comprising Instruction to Bidders, General Conditions of Contract, Special Conditions of Contract and Technical Specification) and Corrigendum (Annexure 3)

The above Contract Documents shall form an integral part of this Agreement. If there is an ambiguity or discrepancy or conflict within the Contract Documents, the priority of the Documents shall be in the order in which the Contract Documents are listed above. All Documents forming part of the Contract Documents are intended to be correlative, complementary and mutually explanatory. The Contract shall be read as a whole. Subject to the provisions relating to Arbitration specified in General Conditions of Contract of the Contract Document, in case of any conflict amongst Contract Documents, the decision of the Owner shall be final & binding on the Contractor.

#### Article - 4.0 - Scope of Work

The detailed scope of work of the Contractor, under the Contract, has been brought out in the RFP Documents. However, the above scope of work of the Contractor shall also include such items of work as may not have been specifically brought out in the said Contract Documents but as may be necessary for the safe and successful completion of the various items of work, envisaged, as per good engineering practice and recognized principles.

#### Article - 5.0 - Contract Price

The Total Contract Price under the Contract shall be **Rs. ....**/- (Rupees .....only) inclusive of all the GST, taxes, duties, levies, fees etc. as specified in General Conditions of Contract and the Price Bid Schedules forming part of this Contract. The price shall remain fixed and firm and shall not change on any account whatsoever, for the duration of the Contract. All the matters relating to the payments to the Contractor shall be as per the Terms and Conditions and subject to the requirements as specified in the said General Conditions of Contract.

#### Article - 6.0 - Contract Schedule

Time is the essence of Contract and shall be strictly adhered to. The Contractor shall so organize its resources and perform its work as to complete it within a period of **12 (Twelve) months** from the date of Signing of Contract and as per the Projects Completion Schedule forming part of the Bid submitted by the Contractor subject to further modifications/ changes as may be mutually agreed to between the Owner and the Contractor.

#### Article – 7.0 – Owner’s Engineer Functions

The Owner’s Engineer in relation to the Contractor shall have such functions as are delegated to it by the Owner from time to time and intimated to the Contractor. The Contractor shall carry out the instructions issued by the Owner’s Engineer as if they were the instructions issued by the Owner. If there is any difference between the Contractor and Owner’s Engineer, on any matter about the implementation of this Contract/Project, the matter shall be referred to the Owner whose decision shall be final and binding on the Contractor and the Owner’s Engineer. This Contract is executed in English Language in two originals, each Party receiving one set and both the sets will be authentic. **M/s.....** has furnished an Amount of **Rs.....**/- thru FDR of ..... Bank Vide No: .....on ..... including the EMD amount of **Rs.....**/- as Security Deposit for the **Tender ID No:.....** Hence the total requisite amount for the agreement is **Rs.....**/- has been furnished by **M/s.....**

IN WITNESS WHEREOF the Parties through their duly authorized representatives have executed these presents on the day, month and year first above mentioned, at Bareilly.

\_\_\_\_\_  
(.....)  
Chief Executive Officer  
Bareilly Smart City Limited

\_\_\_\_\_  
(.....)  
for M/S.....  
(CONTRACTOR)

Witness:

- 1.
- 2.

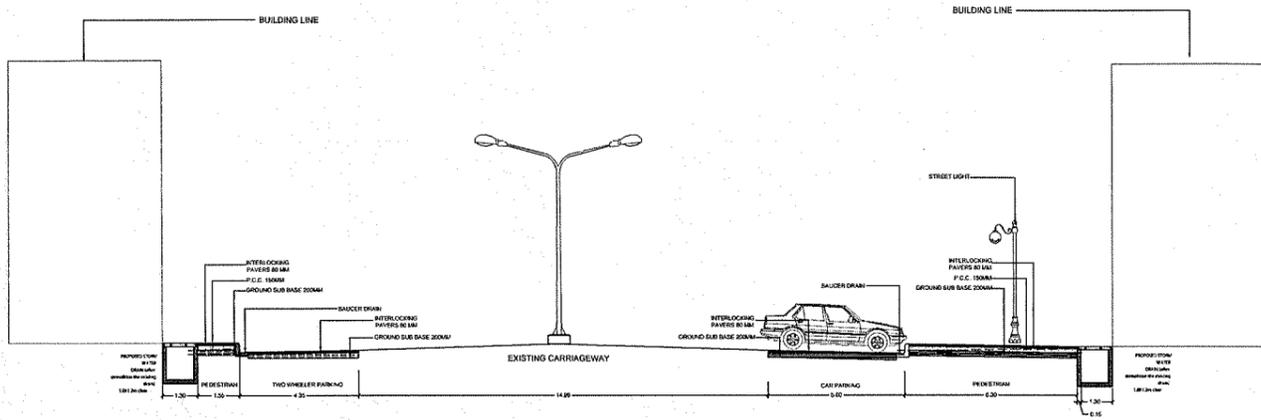
**DRAWINGS**



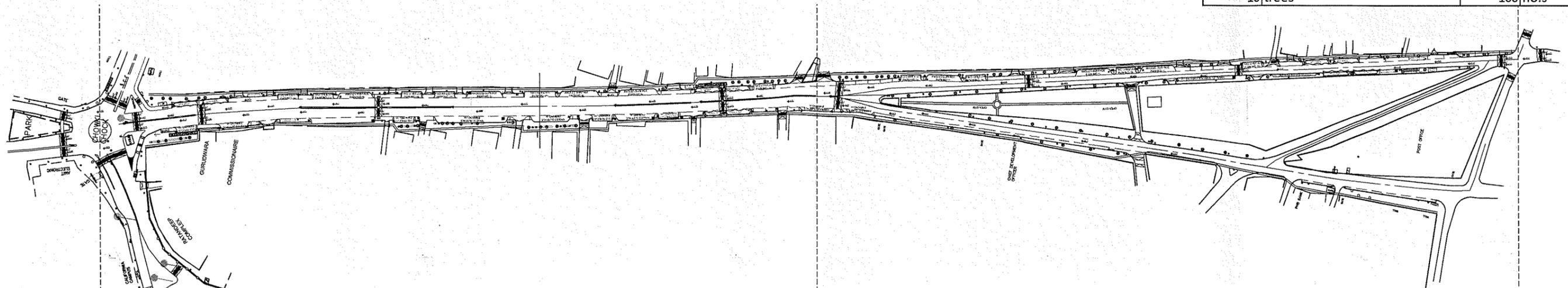




S no	Road 11	Total	To be shifted
1	Telephone Pole	9	5
2	Lamp Pole	16	0
3	Electric Pole	82	20
4	Signage Pole	5	0
5	Hand Pumps	8	4
6	Transformers	7	3
7	Religious building	5	3
8	Bus Stand	0	0
9	Shops on footpath	1	1
10	Existing Toilet on footpath	0	0
11	Dustbins	0	0
12	trees	74	15



S no	Road 11	Total	
1	Street lights	62	no.s
2	Lamp Posts(4.5m)	30	no.s
3	dustbins	153	no.s
4	bollards	560	no.s
5	Signage	140	no.s
6	Cobble stone	170	sq.m
7	Advertisement boards	74	no.s
8	Smart Toilet	3	no.s
9	Benches	10	no.s
10	trees	100	no.s

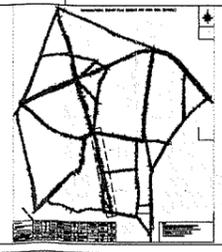


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2. All levels are in millimetres and are finished unless otherwise specified. All levels are mentioned in the section.  
3. Do not scale drawings. Only written dimensions shall be followed, any discrepancy noted shall be brought to the notice of the Architect prior to the execution.  
4. For details such as pathways, fencing, railing, grills, lighting fixtures, street sections etc. refer relevant architectural/landscape drawings.

S.No	SYMBOL	DESCRIPTION	S.No	SYMBOL	DESCRIPTION
01		7m HIGH STREET LIGHT @ 15m C/C	08		SIDE ROAD RIGHT
02		PEDESTRIAN CROSSING	09		SIDE ROAD LEFT
03		ROUNDABOUT	10		T-INTERSECTION
04		COMPULSORY AHEAD & TURN LEFT	11		V-INTERSECTION
05		U-TURN AHEAD	12		TETRAGONAL INTERSECTIONS
06		RIGHT HAND CURVE	13		ROUNDABOUT
07		CROSS ROAD SIGN	14		RIGHT HAND BEND
15		LEFT HAND BEND	16		COMPULSORY RIGHT
17		N/W PARKING	18		N/W / RT PARKING
19		4 WHEELER & 2 WHEELER PARKING	20		DIRECTION & AND PLACE IDENTIFICATION SIGN

REVISION	DATE	CHECKED BY

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KEY PLAN

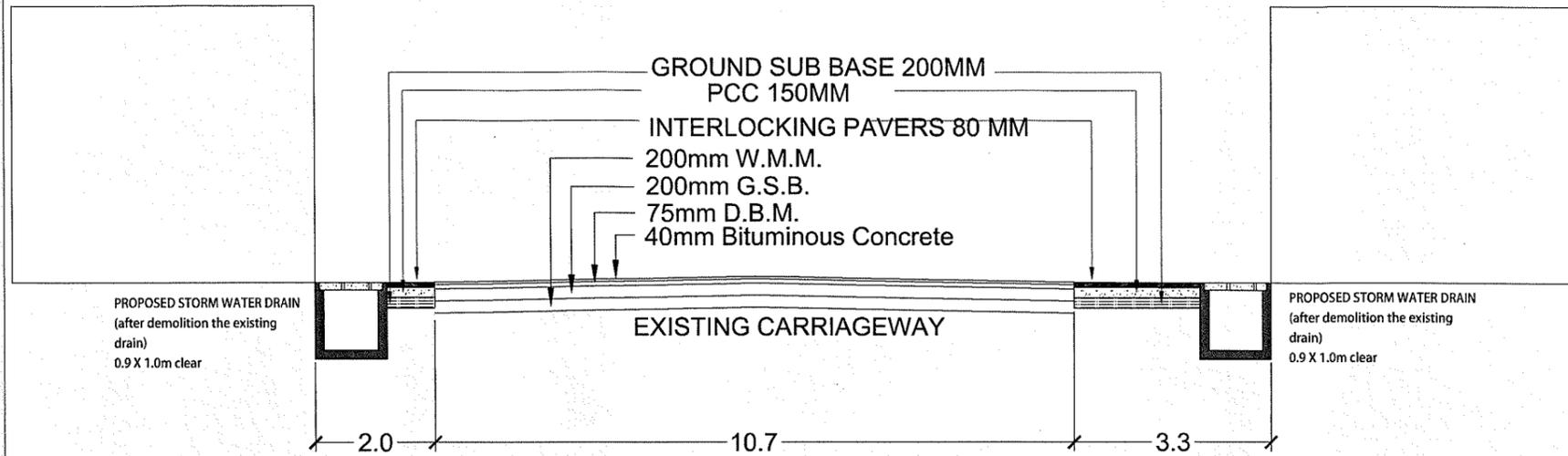
S.No	SYMBOL	DESCRIPTION
1		EXISTING TREES
2		EXISTING TELEPHONE POLE
3		EXISTING HAND PUMP
4		PROPOSED STORM WATER
5		PROPOSED ELECTRICAL INLET
6		PROPOSED UTILITY
7		PROPOSED ADVERTISEMENT BOARDS
8		PROPOSED TREES
9		PROPOSED GREEN
10		PROPOSED EV CHARGING POINT
11		PROPOSED TENSILE ROOF CANOPY
12		PROPOSED EXCHANGES
13		PROPOSED TABLE TOP
14		PROPOSED FIXED VENDING KIOSKS
15		PROPOSED SMART TOILETS
16		PROPOSED SEATING ZONE
17		PROPOSED CYCLE PARKING
18		PROPOSED TWO WHEELER PARKING
19		PROPOSED BOW BARRIER

Client: BAREILLY SMART CITY LTD.  
Project: Integrated Urban Infrastructure- Smart Road Development  
Scale: Not to Scale @ A1 North: Date: 18.03.20  
Drafter: Checked by: Date: 18.03.20  
Title: Road 11A+11B- CHOWKI CHAURAHA TO HEAD POST OFFICE

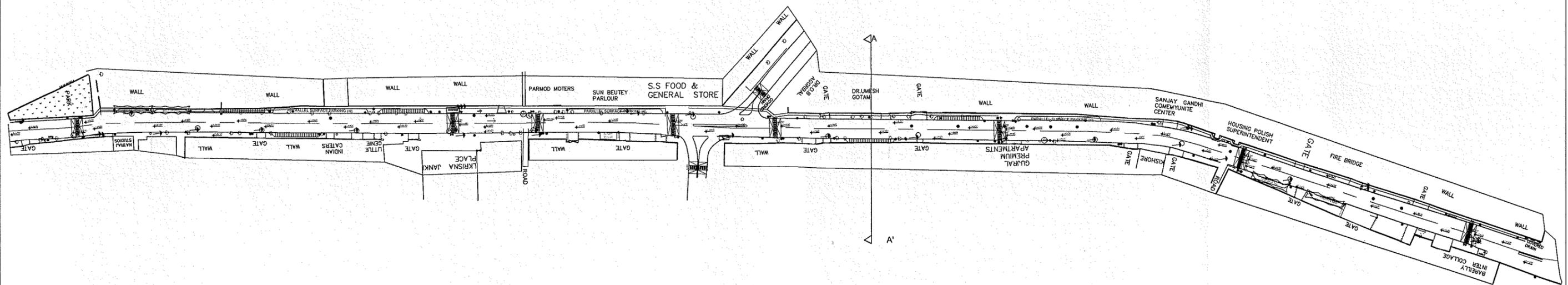
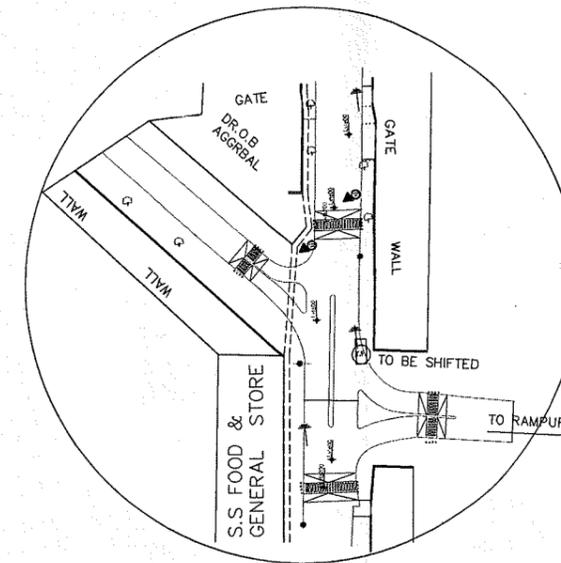


S no	Road 14	Total	To be shifted
1	Telephone Pole	7	2
2	Lamp Pole	0	0
3	Electric Pole	35	12
4	Signage Pole	0	0
5	Hand Pumps	1	1
6	Transformers	3	1
7	Religious building	2	2
8	Bus Stand	1	1
9	Shops on footpath	0	0
10	Toilet	0	0
11	Dustbins	1	0
12	trees	54	4

S no	Road 14	Total
	item	
1	lights	41
2	dustbins	20
3	bollards	175
4	Signage	16



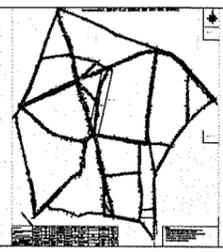
# SECTION- AA'



**GENERAL NOTES:**  
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 2. All levels are in millimetres and are finished unless otherwise specified. All levels are mentioned in the section.  
 3. Do not scale drawings. Only written dimensions shall be followed, any discrepancy noted shall be brought to the notice of the Architect prior to the execution.  
 4. For details such as pathways, fencing, railing, grills, lighting fixtures, street sections etc. refer relevant architectural/landscape drawings.

LEGEND			REVISION	DATE	CHECKED BY	REVISION	DATE	CHECKED BY
01		7m HIGH STREETLIGHT @ 15m C/C						
02		PEDESTRIAN CROSSING						
03		ROUNDABOUT						
04		COMPULSORY AHEAD & TURN LEFT						
05		RIGHT HAND CURVE						
06		CROSS ROAD SIGN						
07		SIDE ROAD RIGHT						
08		SIDE ROAD LEFT						
09		T INTER-SECTION						
10		Y INTER-SECTION						
11		STAGGERED INTER SECTIONS						
12		ROUND ABOUT						
13		RIGHT HAND BEND						
14		LEFT HAND BEND						
15		COMPULSORY RIGHT						
16		N/W PARKING						
17		N/W / I/P PARKING						
18		4 WHEELER & 2 WHEELER PARKING						
19		DIRECTION & PLACE IDENTIFICATION SIGNS						
20		DIRECTION & PLACE IDENTIFICATION SIGNS						

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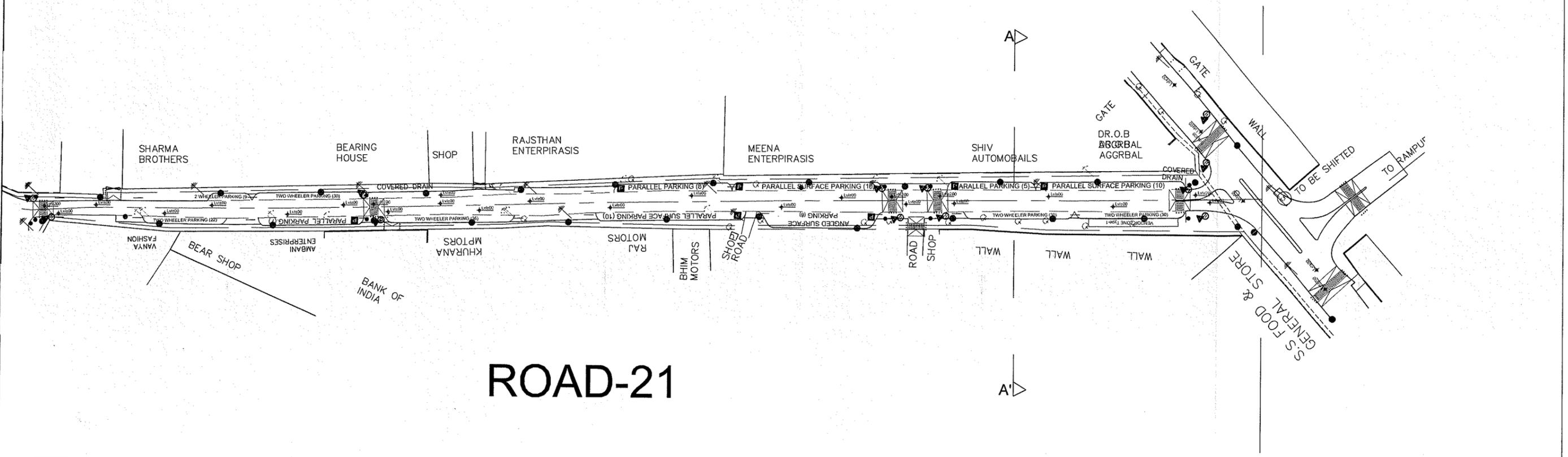
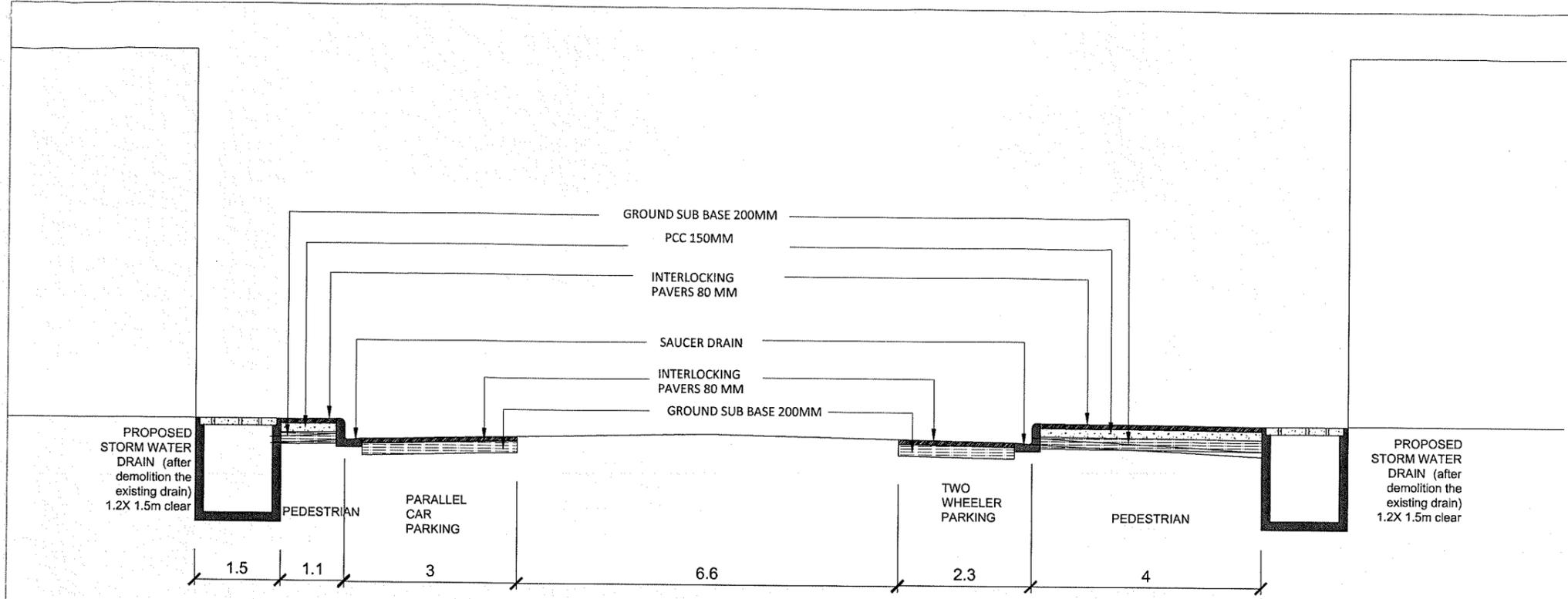
KEY PLAN

S.No	SYMBOL	DESCRIPTION
1		EXISTING TREES
2		EXISTING TELEPHONE POLE
3		EXISTING HAND PUMP
4		PROPOSED STORM WATER
5		PROPOSED ELECTRICAL DUCT
6		PROPOSED SEWER
7		PROPOSED ADVERTISEMENT BOARDS
8		PROPOSED TREES
9		PROPOSED GREEN
10		PROPOSED CHARGING POINT
11		PROPOSED TENABLE ROOF CANOPY
12		PROPOSED BENCHES
13		PROPOSED TREE TOP
14		PROPOSED FREE VENDING KIOSKS
15		PROPOSED SMART TOILETS
16		PROPOSED SEATING ZONE
17		PROPOSED CYCLE PARKING
18		PROPOSED TWO WHEELER PARKING
19		PROPOSED BOOM BARRIER

Client: BAREILLY SMART CITY LTD.  
 Project: Integrated Urban Infrastructure- Smart Road Development  
 Scale: Not to Scale @ A1  
 Title: Road 14- CHOWKI CHAURAHA TO BAREILLY COLLEGE

S no	Road 21 item	Total	Unit
1	7m high lights	25	no.s
2	dustbins	10	no.s
3	bollards	75	no.s
4	Signage	24	no.s
5	Cobble Stone	50	sq.m

S no	Road 21	Total	To be shifted
1	Telephone Pole	15	11
3	Electric Pole	10	3
4	Signage Pole	0	0
5	Hand Pumps	2	0
6	Transformers	0	0
7	Religious building	0	0
8	Bus Stand	0	0
9	Shops on footpath	0	0
10	Toilet	0	0
11	Dustbins	0	0
12	trees	13	1

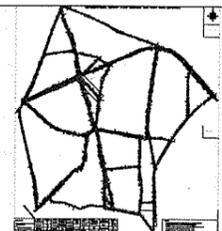


# ROAD-21

**GENERAL NOTES:**  
 1. All dimensions are in metres and are dimensions unless otherwise specified.  
 2. All levels are in millimetres and are finished unless otherwise specified. All levels are mentioned in the section.  
 3. Do not scale drawings. Only written dimensions shall be followed, any discrepancy noted shall be brought to the notice of the Architect prior to the execution.  
 4. For details such as pathways, fencing, railing, grills, lighting fixtures, street sections etc. refer relevant architectural/landscape drawings.

LEGEND			REVISION		
S.No	SYMBOL	DESCRIPTION	S.No	DATE	CHECKED BY
01	(Symbol)	10 HIGH STREET LIGHT @ 5M GC	15		
02	(Symbol)	PEDESTRIAN CROSSING	16		
03	(Symbol)	ROUNDABOUT	17		
04	(Symbol)	COMPULSORY AHEAD & TURN LEFT	18		
05	(Symbol)	U-TURN AHEAD	19		
06	(Symbol)	RIGHT HAND CURVE	20		
07	(Symbol)	CROSS ROAD SIGN	21		
08	(Symbol)	SIDE ROAD RIGHT			
09	(Symbol)	COMPULSORY RIGHT			
10	(Symbol)	T INTERSECTION			
11	(Symbol)	Y INTERSECTION			
12	(Symbol)	STAGGERED INTERSECTIONS			
13	(Symbol)	ROUND ABOUT			
14	(Symbol)	RIGHT HAND BEND			
15	(Symbol)	LEFT HAND BEND			
16	(Symbol)	COMPULSORY RIGHT			
17	(Symbol)	NM/P PARKING			
18	(Symbol)	NM/PT PARKING			
19	(Symbol)	4 WHEELER & 2 WHEELER PARKING			
20	(Symbol)	DIRECTION & AND PLACE IDENTIFICATION SIGN			
21	(Symbol)	RIGHT HAND BEND			

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KEY PLAN

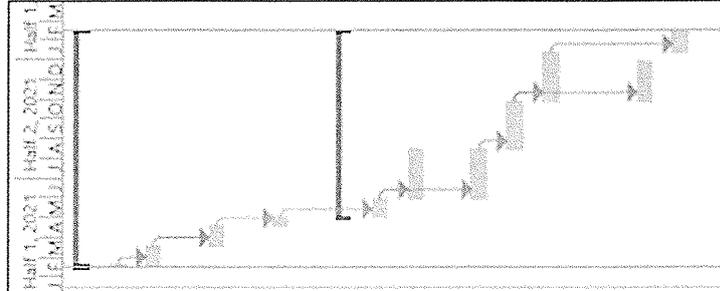
S.No	SYMBOL	DESCRIPTION
1	(Symbol)	EXISTING TREES
2	(Symbol)	EXISTING TELEPHONE POLE
3	(Symbol)	EXISTING ROAD SIGN
4	(Symbol)	PROPOSED STORM WATER
5	(Symbol)	PROPOSED ELECTRICAL DUCT
6	(Symbol)	PROPOSED SIGNAGE
7	(Symbol)	PROPOSED ROADSIDE SIGNAGE
8	(Symbol)	PROPOSED TREES
9	(Symbol)	PROPOSED GREEN
10	(Symbol)	PROPOSED BY CHANGING POINT
11	(Symbol)	PROPOSED TASSLE ROOF CANOPY
12	(Symbol)	PROPOSED SIGNAGE
13	(Symbol)	PROPOSED TABLE TOP
14	(Symbol)	PROPOSED FLYED SIGNAGE SIGNS
15	(Symbol)	PROPOSED BARRIERS
16	(Symbol)	PROPOSED SEATING ZONE
17	(Symbol)	PROPOSED CYCLE PARKING
18	(Symbol)	PROPOSED TWO WHEELER PARKING
19	(Symbol)	PROPOSED ROOM BARRIER

Client: **BAREILLY SMART CITY LTD.**  
 Project: **Integrated Urban Infrastructure- Smart Road Development**  
 Scale: Not to Scale @ A1  
 Date: 18.03.20  
 Title: **Road 21- PATEL CHOWK TO SCH POND**

Annexure - 19

**PROJECT TIMELINE SCHEDULE**

Task #	Task Name	Duration	Start	Finish	Predecessors
1	Roadworks Timelines	365 days	Mon 15/02/21	Mon 14/02/22	
2	Issuance of LOA	1 day	Mon 15/02/21	Mon 15/02/21	
3	Commence of Project - Mobilisation & submission of detailed Project implementation schedule	30 days	Tue 16/02/21	Wed 17/03/21	2
4	Pre-construction - Surveys, stakeholder meets, engineering drawings	30 days	Thu 18/03/21	Fri 16/04/21	3
5	Final approvals for commencement of site works	14 days	Sat 17/04/21	Fri 30/04/21	4
6	Construction Stage - Phase-2 - 8.10 km	290 days	Sat 01/05/21	Mon 14/02/22	
7	Dismantling / shifting of all relevant items	30 days	Sat 01/05/21	Sun 30/05/21	5
8	Construction of Storm Water Drain with Catch basins on the road and connections	75 days	Mon 31/05/21	Fri 13/08/21	7
9	Construction of Buffer Zones	75 days	Mon 31/05/21	Fri 13/08/21	7
10	Development of Footpath / surface parking	75 days	Sat 14/08/21	Wed 27/10/21	9
11	Providing & installing items like dustbins, street furniture, signages, railings, vending kiosks, streetlights with cabling, benches, bollards etc	75 days	Thu 28/10/21	Mon 10/01/22	10
12	Top Layering/ Roadworks	60 days	Thu 28/10/21	Sun 26/12/21	10
13	Completion of Work - Buffer, snag list, billing etc	35 days	Tue 11/01/22	Mon 14/02/22	11



Project: Roadworks Timelines V  
Date: Thu 14/01/21

Task Legend:

- Split
- Milestone
- Summary
- Project Summary
- Inactive Task
- Inactive Milestone
- Inactive Summary
- Manual Task
- Duration-only
- Manual Summary Rollup
- Manual Summary
- Start-only
- Finish-only
- External Tasks
- External Milestone
- Deadline
- Progress
- Manual Progress