

REQUEST FOR PROPOSAL

Name of the Work: "Sanjay Community Hall & Pond Complex External Development at Bareilly"



Smart City

MISSION TRANSFORMATION

BAREILLY SMART CITY LIMITED (BSCL)

BAREILLY (UTTAR PRADESH, INDIA)



Employer: - Bareilly Smart City Limited (BSCL)

Nagar Nigam, Bareilly- 243001

Telephone: 0581-25510074

Email: ceo.bscl01@gmail.com

Ref No: -BSCL/2020-21/ 522

Date:- 20/10/2020

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 Multisport Indoor Sports Complex in Bareilly Stadium with 1 Year Defect Liability Period and Three years of Maintenance	20.00 Lakhs	29500	15 Months	22/10/2020
02	Engineering, Procurement & Construction of 11.21 km of Internal Roads in ABD area with 1 year defect liability and 3 years of maintenance	37.00 Lakhs	29500	12 Months	27/10/2020
03	Design, Supply, Installation with Maintenance of 16 High Mast Lights with Three years in Bareilly	2.50 Lakhs	11800	6 Months	22/10/2020
04	Sanjay Community Hall & Pond Complex External Development at Bareilly	18.00 Lakhs	11800	18 Months	22/10/2020
05	Engineering, Procurement & Construction of 5.62 km of Major Road Development in ABD Area with Street Parking, Street Development, Retrofitting & Vending Zone, Junctions Development inclusive of 2.2 km Smart Road Development on EPC Mode with 1 year Defect Liability and 3 years of Operation & Maintenance.	1.20 Crore	29500	12 Months	27/10/2020
06	Construction of R.C.C. Drain from Kargaina Police Chowki to Existing Culvert at Chainage 1600, Bareilly	17.5 Lakhs	11800	6 Months	27/10/2020
07	Supply, Installation & Commissioning of Organic Waste Composters For Decentralized Waste Management At Bareilly	2 Lakhs	11800	3 Months	27/10/2020
08	Supply, Installation and Erection, Testing and Commissioning of Puzzle type Multi Level Car Parking with one year DLP.	15.0 Lakhs	11800	6 Months	27/10/2020

1.	Detailed NIT and Bid Document shall be available on: - https://etender.up.nic.in and http://www.bareillysmartcity.in
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, Times of India (All editions), Hindustan Times (All editions), Dark Jayan (Local edition) को 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 चस्पा 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

BAREILLY SMART CITY LIMITED (BSCL)

BAREILLY

(UTTAR PRADESH, INDIA)

Letter no. BSCL/2020-21/ 522

Dt. 20/10/2020

NATIONAL COMPETITIVE BIDDING THROUGH e-Procurement

Chief Executive Officer (CEO), Bareilly Smart City Ltd., Bareilly invites Item rate bid 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 online in above mentioned account number or in the form of Bank Guarantee in name 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.	Sanjay Community Hall & Pond Complex External Development at Bareilly	18 Lakhs	11800	18 Months

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 Contractor 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 work. 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.

Information provided in this RFP to the bidder (consultant/contractor/developer/Manufacturer/Supplier etc.) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Employer accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

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 maybe, 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.

Introduction

1.1.City Background

Bareilly is a city in North India and is classified as Class I town¹. It is the centre for the manufacturing of furniture and for trade in cotton, cereal and sugar. The city is also a manufacturing and export centre for number of handicrafts items such as Zari-Zardosi, Manjha, Soorma etc.

The city is also called Zari Nagari, as it is famous for the glitzy embroidery work done on clothes (zari). Some other crafts popular to Bareilly include Jhumka, intricate ear-rings which are bell-shaped and a must in every Indian woman's trousseau, Surma, the eye liner which cools and soothes the eyes, providing relief from eye-stress apart from imparting color and Luddhi Manjha, the glass powder coated kite-flying and fighting string. This manjha thrives on a secret recipe of rice, adhesive and glass, only known to the natives who have been working on this for years. The city has always been one of the major contributors of the business in terms of such handicrafts, which is now declining with time because of the kind of support structure for the artisans and Infrastructure provision.

1.2. Physical Characteristics of Bareilly

1.2.1. Location

Bareilly is located at 28°10'N latitude and 78°23'E longitude and lies in northern India. On its eastern border are Pilibhit and Shahjahanpur and Rampur on the west, Udham Singh Nagar (Uttarakhand) in North and Badaun in South. It is level terrain, watered by many streams and generally slopes towards the south.

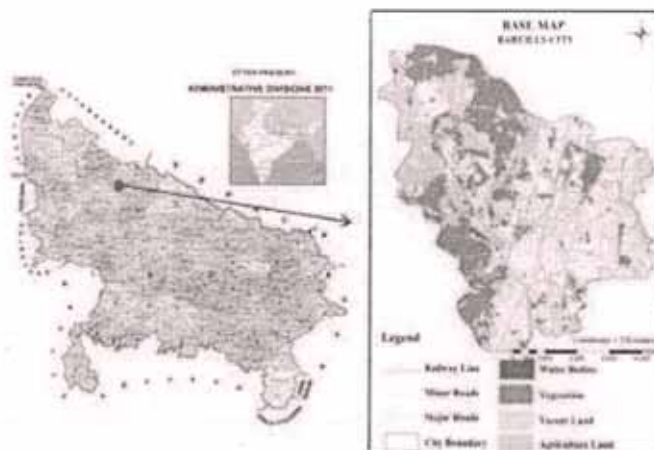


Figure 1: Map of Uttar Pradesh with Bareilly

1.2.2. Topography

Bareilly district forms a part of the Gangetic plains lies on fairly compact tract of gently undulating land. Bareilly city is part of Rohilkhand region and also capital during ancient period. The Alluvial soil is fertile and highly cultivated, groves of trees abound and the villages are prosperous for cultivation. The river Sarda or Gogra forms the eastern boundary and is the principal stream. Next in importance is the Ramganga, which receives as its tributaries most of the hill torrents of the Kumaon mountains. The Deoha is another drainage artery and receives many minor streams.

1.2.3. Climate and Rainfall

The climate of Bareilly is tropical extreme with very hot summers with temperatures rising beyond 31.6° C, and cold winters with temperature dipping to 18.9° C. The average rainfall is 1093 mm, received mostly during the monsoons from July to September. Bareilly is known to have moderate climate. The city lies entirely in the Ganges plains. The low-lying Ganges plains provide fertile alluvial soil suitable for agriculture. However, these lower parts of plains are prone to recurrent floods. Bareilly lies on the bank of river Ramganga and the lower Himalayan range is just 40 km from the river and it lies in north of it.

1.2.4. Regional Setting & Connectivity

Bareilly is 4th largest city standing on river Ramganga and it is capital of Rohilkhand division. The city population in 2011 was 8,98,167. Geographically it forms the gateway to enter Uttarakhand state. The main "Inter-city Satellite Bus Stand" is located just outside the city on the intersection of National Highway 24 and Pilibhit By-pass Road. NH 24 connects Bareilly to Lucknow on one side and New Delhi to another side. Bareilly was a prominent railway junction during the 20th century; it connects the city to the rest of the country. Six railway tracks intersect in the city.

1.3. Smart City Mission

New Bareilly's vision addresses real-world issues and challenges citizens and city are facing. Specifically, it considers how emerging transportation data, technologies, and applications can be integrated with existing systems across a city. Objectives of Bareilly smart city includes economic development, Safety, Mobility, Enhancing environment and Community Development.

With a vision of developing Bareilly, various green spaces like parks, open area and water bodies have been proposed that will improve city's green cover and provide recreational space for Bareilly.

1.4. Environment Friendly City

With a vision of developing Bareilly various green spaces like parks, open area and water bodies have been proposed to be developed that will improve city's green cover and qualities of the water bodies and provide recreational space for Bareilly. Become more aware of resources and reduce the use of fossil fuel-based products. The rejuvenation plan for the lake is planning to restore the natural ambience of the lake as well as making it an attractive tourist spot which could become as spill over spaces for the city in the next few years.

Smart approach here is also to envision to increase the revenue of the government land by utilizing the property and adding features so that the authority can utilize its land which is being used illegally or which is not generating any income for them.

1.5. Project Profile

The proposed Sanjay Community Complex (herein referred as SCH) is one of the only large public community halls in the city built on the idea of integration and co-dependency. The building houses a 1000-seater hall with a stage and allied services like green rooms, toilets, office etc. The pond adjacent to the hall is one of the three surviving water bodies (ponds) within the city limits. The water body is currently not developed and unclean as well as the adjoining area is unkempt. The Project area has Sanjay Community Hall and SCH Pond. The pond and its surroundings have the potential of becoming an interactive social space for community bonding and attracting tourists and citizens that the Sanjay Community Hall could cater to with space for large gatherings as well as high-end restaurants. The hall would also provide lodging facilities to the outstation guests/performers. The proposed Sanjay Community Complex is inclusive of all classes of people as it caters to their needs from the very basic end to the higher end.

The STP project and augmenting of nearby drain channel is part of a separate proposal. The plan and area details of the Sanjay Community Complex are attached in **Annexure 10 in tender drawing set**.

The proposed site is located in the ABD area in the Civil Lines region along the Bareilly College Road. It is accessible from one side and can also be accessed through a small opening near the shops located at pond side. Major junctions like Patel Chowk lie in its vicinity. Currently, few retail shops are situated on the periphery of the site near the Allen Club. The site is adjacent to the Sitapur Eye Hospital. The residence colony of Rampur Garden is situated across the site.

1.5.1. Project Objectives:

The OBJECTIVE for the project is described below: -

- 1) To Develop a jogging track and seating facilities for visitors.
- 2) Water Fountain in the pond to create a vibrant space and water show.
- 3) To renovate and improve the working condition of Sanjay Community Hall.
- 4) To create the Sanjay Community Hall as a potential cultural and business centre of Bareilly.
- 5) Creating the Sanjay Community Pond area as a public recreational space and increasing the footfall in the entire campus.
- 6) To transform the underutilized water body with efficient infrastructure by creation of various activities.

The detailed objectives of this project are:-

- To provide recreational spaces to the people of Bareilly and develop Sanjay Community Pond as a recreational space creating different spaces within the Pond complex serving the place making need for local citizen.
- To transform this underutilized water body with efficient and robust infrastructure by creation of different activities along pedestrian promenade which will be lined with gardens, food courts and organized vending spaces and seating areas.
- To monitor and manage water quality and lake ecology by protecting them against environmental degradation due to domestic and industrial pollution.
- To develop Jogging track on the site for the morning visitors with rich experience of clean water body alongside.
- To provide water fountains in the pond manage a water show in the evening.
- To revamp the Sanjay Community Hall by improving the quality of the facilities provided and add Playing Activities in the rear side of the complex.
- To increase the usage of the Hall by the people; which will generate more revenue for the city.
- To Develop Auditorium Complex by Infusing several Attraction spot such as cafes , Members Lounge, Food Shops Aimed at increasing the Footfall of the entire complex with inclusion of sporting and playing facilities for kids.

1.5.2. Project Site:

The proposed site is located in the ABD area in the Civil Lines region along the Bareilly College Road. The actual site is much larger which includes areas like the proposed indoor sports complex, Mandi, Allen Club etc but our scope is limited to the Sanjay Community Hall and the adjacent pond.



It is accessible from one side through the Bareilly College Road and can also be accessed from the side where the shops are located at pond side. Major junctions like Patel Chowk lie in its vicinity. Currently, few retail shops are situated on the periphery of the site near the Allen Club. The site is adjacent to the Sitapur Eye Hospital. The residence colony of Rampur Garden is situated across the site. The water bodies in Bareilly, like the Sanjay Community Pond has the potential to become tourist attractions and social spaces for spending quality time with friends, family and the community. The auditorium, Sanjay Community Hall that presently exists in a dilapidated condition, has the potential to generate economy by hosting events and catering to citizens' other needs. Further, it is important for a city to provide access to quality facilities to its citizens. Numerous physical benefits include maintaining a healthy weight, preventing chronic diseases and learning the skills necessary to maintain a healthy lifestyle is one of the focuses of developing Physical activity zone in the complex including jogging track and the play area for the kids.

1.5.3. Design Concept

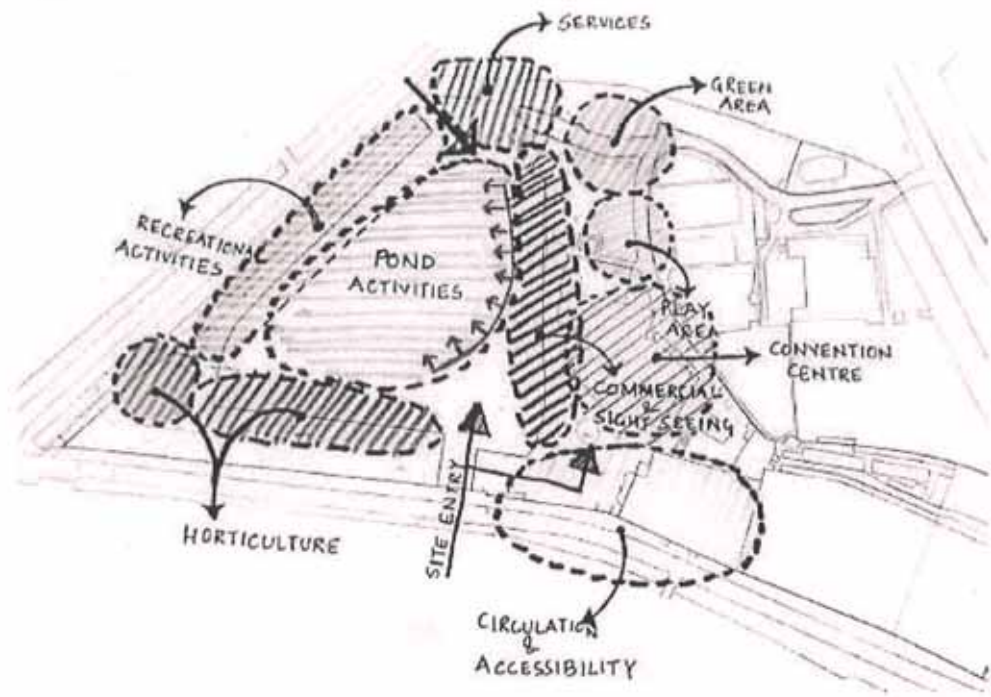
The concept behind developing Sanjay community complex is to develop Public spaces that offer a stage for the collective in a world that is becoming increasingly individualistic. These spaces can be defined as publicly owned spaces that are open and accessible to all members of a community - regardless of gender, race, ethnicity, age, or socio-economic level. SCH Complex Planning & Design includes detailed design for Pond Beautification and surrounding public access/waterfront area with there-development of Sanjay community hall building and campus , transforming the recommendations of team and strategic thinking into well-defined functional spaces. SCH hall has served as the only 1000-seater auditorium of the city for decades and renovating it will give meaning to the site. When these public spaces have personal meanings associated with them that transform them into memorable public places. This Complex aims to serve as a public place in community that would strive to be destination for both locals and visitors. The concept of the proposed design is to create a complex where these

inter-dependent spaces can help promote each other and create a well-organized and efficient multi-function compound.

- In the design proposed these spaces would be part of one complex, dependent on each other and divided by greens, passages and roads.
- The Sanjay Community Hall would take advantage of the aesthetically pleasing public space around the pond area.
- This space is proposed to have beautiful fountain, a jogging track as well as playground for kids.
- The Hall redevelopment was done in such a way that the most commercially viable spaces proposed in the building are facing the Pond which will increase the economic value of the spaces dramatically.
- People who visit the Hall will also have more chances of going and visiting the Pond because of the strong visual connection being provided.

Therefore, there will be a symbiotic relationship between both the areas and each of them will increase the value of the other one.

1.5.4.Zoning



RFP Format

The intent of this RFP is to invite bids from the Bidders for “Sanjay Community Hall & Pond Complex External Development at Bareilly” under Implementation of the Smart City Mission in Bareilly. The Request for Proposal (RFP) consists of three volumes viz.

RFP Volume 1: Instruction to Bidders

Volume 1 details the instructions with respect to the bid process management, technical evaluation framework, and the technical & financial forms.

RFP Volume 2: Scope of work including Functional & Technical Specifications

Volume 2 of the RFP provides information regarding the Project Implementation Plan, business requirements/applications to be covered and corresponding process related documentation, scope of work for the selected bidder and functional requirements along with the Schematic Tender Drawing set.

RFP Volume 3: Conditions of Contract and Contract Forms

Volume 3 contains the contractual, legal terms & conditions applicable for the proposed engagement.

REQUEST FOR PROPOSAL

Name of the Work: "Sanjay Community Hall & Pond Complex External Development at Bareilly"

Volume 1: Instruction to Bidders



Smart City
MISSION TRANSFORMATION

BAREILLY SMART CITY LIMITED (BSCL)

BAREILLY (UTTAR PRADESH, INDIA)



Employer: - Bareilly Smart City Limited (BSCL)

Nagar Nigam, Bareilly- 243001

Telephone: 0581-25510074

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SECTION 1

1.1 Fact Sheet

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 www.etender.up.nic.in
3.	Date/Time of RFP Issuance	22/10/2020 3:00 PM
4.	Bid Processing fee (Non-refundable and Not – exempted)	Indian Rupees 11,800/- (Indian Rupees Eleven Thousand Eight Hundred only) shall be paid via online transfer in favor of the "Chief Executive Officer, Bareilly Smart City Limited".
5.	Earnest Money Deposit (EMD)	Indian Rupees 18,00,000 (Indian Rupees Eighteen Lakhs only) by online / Bank Guarantee from Nationalized Bank in favor of "Chief Executive Officer, Bareilly Smart City Limited, Bareilly". 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.
6.	Last date and time for Submission of Pre-Bid Queries	— —
7.	Date of Pre-Bid Meeting	— —
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)	2/11/2020 3:00 PM
10.	Date, time for opening of Pre-Qualification Bids	3/11/2020 3:00 PM
11.	Date, Time for opening of Financial Bids	To Be notified
12.	Bid validity	Bid must remain valid up to 120 (One Hundred & Twenty) days from the actual date of submission of the Bid.
13.	Project Duration	18 Months
14.	Currency	Indian Rupees (INR) only
15.	Bareilly Smart City Limited Bank	Bareilly Smart City Limited, A/C No. : 0294001100000836,

	Account Details	Name of Bank: Punjab National Bank, Branch: Pilibhit By-Pass Road, Bareilly, IFSC Code: PUNB0613400
16.	Name and Address for Correspondence	Chief Executive Officer Bareilly Smart City Limited (BSCL), Bareilly Municipal Corporation, Bareilly, Electronic mail address: ceo.bscl01@gmail.com Ph: 0581 – 25510074, M: 7055519602

Chief Executive Officer,
Bareilly Smart City Limited, Bareilly

Definitions and Acronyms

Terms	Meaning
ABD	Area Based Development
BIS	Bureau of Indian Standards
BOM	Bill of Material
BOQ	Bill of Quantities
BS	Bid Security
CEO	Chief Executive Officer
CVg /CV	Curriculum Vitae
Online Transfer	RTGS/ NEFT Bank Transfer
EMD	Earnest Money Deposit
GCC	General Conditions of Contract
GoUP	Government of Uttar Pradesh
Gol	Government of India
HOD	Head of Department
INR	Indian Rupee
LoA	Letter of Acceptance
BMC	Bareilly Municipal Corporation
NIT	Notice Inviting Tender
OEM	Original Equipment Manufacture
O&M	Operations & Maintenance
PBG	Performance Bank Guarantee / Performance Security
PCC	Particular Conditions of Contract
PDD	Proposal Due Date
PoC	Proof of Concept
PQ	Pre-Qualification
RFP	Request for Proposal
SCP	Smart City Proposal
SOP	Standard Operating Procedures
SPV	Special Purpose Vehicle
Supplier/ Implementing Agency / Contractor	Successful Bidder
TEC	Technical Evaluation Committee
TOR	Terms of Reference
TQ	Technical Qualification
UAT	User Acceptance Testing
BG	Bank Guarantee

"Appointed Day" means the date of signing of this Agreement by the Parties.

"Authority / Client / Employer/ BSCL" shall mean Bareilly Smart City Limited.

"Bidder" means a single entity or consortium of maximum 2 members submitting the proposals.

"Bid Security" shall mean the Security furnished by the Bidder.

"City" means the city of Bareilly

"Contractor / Implementing Agency / Supplier" shall mean the Selected Bidder which enters into the Contract Agreement with Authority pursuant to issuance the LOA.

"Contract Agreement" shall mean the agreement entered between the Authority and the Contractor pursuant to this RFP.

"Contract Period" is as defined in Fact Sheet of this RFP.

"Damages" shall mean the damages payable by either Party to the other of them, as set forth in the Contract Agreement.

"Document" or "Documentation" means documentation in printed or written form, or in tapes, discs, drawings, computer programmes, writings, reports, photographs, films, cassettes, or expressed in any other written, electronic, audio or visual form in relation to this Project.

"Letter of Acceptance" or "LOA" means the letter issued by the Authority to the Selected Bidder whose Bid has been accepted by Authority pursuant to this RFP for undertaking and executing the Project in conformity with the terms and conditions as set forth in this RFP and the Contract Agreement.

"BMC" mean Bareilly Municipal Corporation.

"BSCL" mean Bareilly Smart City Limited.

"Liquidated Damage" shall mean any loss/losses caused or sustained by BSCL, Authority due to non-performance of any act as per the Scope of Work of this RFP or performance or carrying out of any act expressly or impliedly prohibited by the BSCL / BMC, Authority as per the terms and conditions of Contract Agreement

"Local Authority" shall mean Bareilly Smart City Limited ("BSCL"). "Municipal Authority" shall mean Bareilly Municipal Corporation ("BMC").

" Maintenance" means the maintenance of the Project and includes all matters connected with or incidental to such maintenance, provision of services and facilities in accordance with the provisions of this RFP and Contract Agreement;

" Maintenance Period" means the period commencing from the date of signing of the Contract Agreement and ending on the last day of the Contract Period unless terminated earlier.

"Parties" means the parties to the Contract Agreement collectively and "Party" shall mean any of the parties to the Contract Agreement individually;

"Performance Security" means the guarantee for performance of its obligations to be procured by the Contractor in accordance with the Contract Agreement.

"Project" means all the activities envisaged to be carried out under this RFP;

"Request for Proposal" or "RFP" means invitation of bids setting forth technical and commercial terms and conditions, of the bid and includes this document, the Contract Agreement and all the Annexure and appendices attached to RFP and addendums issued by BSCL

"Service provider" means authorities who provide services like water, sewerage, electricity, telephone, roads, drainage etc.

"Specifications and Standards" means the specifications and standards relating to the quality, quantity, capacity and other requirements for the Project and any modifications thereof, or additions thereto expressly approved by, the Authority;

"Selected Bidder" shall mean the Bidder to whom the LOA has been issued.

"Taxes" means any Indian Taxes including Service Tax, Excise duties, Customs duties, GST, Sales tax, Local taxes, Cess and any impost or Surcharge of like nature (whether Central, State or local) on the goods, materials, equipment and services incorporated in and forming part of the Project charged, levied or imposed by any Government Instrumentality or Municipal Authority or Bareilly Smart City Limited but excluding any interest, penalties and other sums in relation thereto imposed on any account whatsoever

"Termination" means termination of this Contract Agreement pursuant to Termination Notice in accordance with the provisions of the Contract Agreement but shall not, unless the context otherwise requires, include the expiry of the Contract Agreement due to efflux of time in the normal course.

"Govt." or Govt. of Uttar Pradesh OR Urban local development bodies or any other Dept." or its subordinate functionaries/ organizations/agencies mentioned in this RFP shall have the same meaning, implication and power to intervene in this work as understood/ implied from the corresponding clauses of this RFP where the above terminologies appeared/mentioned.

After the tender contractor, Contractor, Successful bidder mentioned in this RFP shall have the same meaning and shall, ordinarily, mean/be understood as "contractor" is finalized and accepted the words/ expression; selected bidder, selected contractor, selected agency,

The words Contract/Agreement, agreement appearing in this RFP shall mean agreement.

The words, "work", "Work" and "works" shall have the same meaning unless otherwise mentioned in this RFP and it includes the deliverables by the contractor during the defect liability period of 365 days from the date of completion of the original works.

Clarification(s) on other terminologies, if any required, shall be issued as and when necessary.

The "Estimated cost" means cost of the entire project inclusive of one year of defect liability period.

"Last three financial years" means 2016-17, 2017-18 and 2018-19.

Similar work shall mean "Experience in the following categories:

Construction works of Private / Public buildings which is composite of the Civil Works, Interiors, Furniture, Air Conditioning, Fire Fighting, Electrical, Plumbing and External Development of the campus and all the associated works for the site development.

Section 2- Instruction to Bidders

2.1.Preamble:

This Volume of the Bidding Documents provides the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the BSCL. It also provides information on bid submission, opening and, on contract award. Further in all matters arising out of the provisions of Volume of I, II and III of the Bidding Documents, the laws of the Union of India shall be the governing laws and courts of Bareilly shall have exclusive jurisdiction.

2.2. Background

- a) The Bareilly Smart City Limited (the "Authority / Client / Employer / BSCL") is engaged in the implementation of the Smart City Mission projects in Bareilly and as part of this endeavour, the Authority has decided to undertake to construction of **"Sanjay Community Hall & Pond Complex External Development at Bareilly"** (the "Project") and has, therefore, decided to carry out the bidding process for selection of an entity as the bidder to whom the Project may be awarded.
- b) The selected Bidder (the "Contractor/ Implementing Agency") shall be responsible for construction of the Project under and in accordance with the provisions of an item rate contract (the "Contract") to be entered into between the Implementing Agency and the Authority in the form provided by the Authority as part of the Bidding Documents pursuant hereto. The Implementing Agency shall also be responsible for maintenance of the project during the maintenance period and liable for rectification and change any defect or deficiency in the Project after completion of the Construction Period.
- c) The "Contract" shall mean and include the general conditions, specification, schedules, drawings, form of Bid, covering letter, schedule of prices, or the final general conditions, any special conditions applying to the particular contract specification and drawings and the agreement to be entered into [A formal agreement shall be entered into between the bidder and the Authority for the proper fulfilment of the contract] of these general conditions, all of which must be accepted under the signatures and stamp of the bidder in order to construe the same within the meaning of Contract.
- d) The Agreement sets forth the detailed terms and conditions for award of the project to the Implementing Agency, including the scope of the Implementing Agency's services and obligations.
- e) The statements and explanations contained in this RFP are intended to provide a better understanding to the Bidders about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Implementing Agency set forth in the Agreement or the Authority's rights to amend, alter, change, supplement or clarify the scope of work, the work to be awarded pursuant to this RFP or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFP are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the Authority.
- f) The Authority shall receive BIDs pursuant to this RFP in accordance with the terms set forth in this RFP and other documents to be provided by the Authority pursuant to this RFP (collectively the "Bidding Documents"), and all BIDs shall be prepared and submitted in accordance with such terms on or before the BID due date specified in Important Dates / Fact Sheet for submission of BIDs (the "BID Due Date").
- g) "Works" shall mean and include project and materials to be provided and work to be done by the bidder under the contract.

- h) Tech "Specification" shall mean the specification annexed to these general conditions and the schedules there to (if any).
- i) "Commercial use" shall mean that use of the work, which the contract contemplates or of which it is to be commercially capable.
- j) "Month" shall mean calendar month.
- k) "Writing" shall include any manuscript, typewritten or printed statement, under or over signature or seal as the case may be.
- l) Words importing persons shall include firms, companies, Department, and other bodies whether incorporated or not.
- m) Words importing the singular only shall also include the plural and vice versa where the context requires.
- n) "Governmental Approval" means any approval, consent franchise, permit certificate, resolution, concession, license or authorization issued by or on behalf of any applicable Governmental Authority for the purpose of setting up of the project and / or for sale and purchase of the project pursuant to the agreement.
- o) "Governmental Authority" means any central, state, regional, district town city, or municipal government, whether domestic or foreign, or any development agency, bureau or other administrative, regulatory or judicial body of any such government.

2.3. Brief description of Bidding Process

The Authority has adopted a single stage two-part system (referred to as the "Bidding Process") for selection of the Bidder for award of the Project. Under this process, the bid shall be invited under two parts. Eligibility and qualification of the Bidder will be first examined based on the details submitted under first part (Technical Bid) with respect to eligibility and qualifications criteria prescribed in this RFP. The Financial Bid under the second part shall be opened of only those Bidders whose Technical Bids are responsive to eligibility and qualifications requirements as per this RFP.

Interested bidders are being called upon to submit their BID in accordance with the terms specified in this Bidding Document. The Bid shall be valid for a period of as mentioned in the FACT Sheet from the date specified in Important Dates / Fact Sheet for submission of BIDs (the "Bid Due Date").

The complete Bidding Documents including the draft Agreement and other annexures / schedules for the Project is enclosed for the Bidders. Subject to the aforesaid documents and any addenda issued subsequent to this RFP Document, will be deemed to form part of the Bidding Documents.

Bidders are advised to examine the Project in greater detail, and to carry out, at their cost, such studies as may be required for submitting their respective BIDs for award of the contract including implementation of the Project.

BIDs will be evaluated for the Project on the basis of the Item Rate based selection required by a Bidder for implementing the Project (the "BID Price"). The total time allowed for completion of construction under the Agreement (the "Construction Period") and the period during which the Implementing Agency shall be liable for maintenance and rectification of any defect or deficiency in the Project after completion of the Construction Period (the "Defect Liability Period") shall be pre-determined, and are specified in the draft Agreement forming part of the Bidding Documents.

Other details of the process to be followed under this bidding process and the terms thereof are spelt out in this RFP. In case of Shortfall documents, Clause No 5.4.5 of Manual Procurement Works of 2019 may prevail.

2.4. General

- i. While every effort has been made to provide comprehensive and accurate background information, requirements and envisaged proposal(s) specifications, Bidders must form their own conclusions about the proposal(s) needed to meet the Authority's requirements. Bidders and recipients of this RFP may wish to consult their own legal advisers in relation to this RFP.
- ii. All information supplied by Bidders as part of their bids in response to this RFP, may be treated as contractually binding on the Bidders, on successful award of the assignment by the Authority on the basis of this RFP.
- iii. No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of Authority. Any notification of preferred bidder status by Authority shall not give rise to any enforceable rights by the Bidder. Authority may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of Authority.
- iv. Bids shall be received by the Authority on the e-Procurement portal <http://etender.up.nic.in> before the time and date specified in the schedule of the RFP notice. In the event of the specified date for the submission of Bid offers being declared a public holiday by the Government of Uttar Pradesh, the offers will be received up to the appointed time on the next working day. The Authority may, at its discretion, extend this deadline for submission of offers by issuing corrigendum and uploading the same on e-Procurement portal.
- v. Telex, cable or facsimile offers will be rejected.

2.5. Source of Fund: The BSCL are empowered with grant of funds from Govt. of India and Government of Uttar Pradesh to be utilized for execution of this Project. All eligible payments under the contract(s) for the package for which this Invitation for Bids is issued shall be made by the BSCL.

2.6. Eligible Bidders

Sole Bidder/ Consortium of maximum 2 partners	Each intending Bidder may be a natural person/ sole proprietorship/ Company/ Partnership firm/ LLP having authority to participate in this RFP. Bidder shall enclose the relevant registration certificates.
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2.7. Compliant Bids/ Completeness of Response

- a) Bidders are advised to study all instructions, forms, terms, requirements and other information in the RFP documents carefully. Submission of the bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
- b) Failure to comply with the requirements of this paragraph may render the bid non-compliant and the Bid may be rejected. Bidders must:
 - i. Include all documentation specified in this RFP, in the bid.
 - ii. Follow the format of this RFP while developing the bid and respond to each element in the order as set out in this RFP.
 - iii. Comply with all requirements as set out within this RFP.

2.8. Bidder to Inform

The Bidder shall be deemed to have carefully examined the Terms & Conditions, Scope, Specifications, and Schedules of this RFP. If bidder has any doubts/clarifications as to the meaning of any portion of the Conditions or the specifications they shall, before the last date for Submission of Pre-Bid Queries, set forth the particulars thereof and submit them to Authority in writing in order that such doubt may be removed or clarifications are provided.

2.9. Bid Preparation and Presentation costs

The Bidder shall bear all costs associated with the preparation and submission of its bid, including visits for the purpose of clarification of the bid, if so desired / any Presentation as may be required in accordance with the conditions of this RFP and the authority shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

2.10. Pre-bid Clarification

Bidders Queries

Any clarification regarding the RFP document and any other item related to this project can be submitted to Authority as per the submission mode and timelines mentioned in the Fact Sheet. The pre-bid queries should be submitted in excel sheet format, along with name and details of the organization submitting the queries.

Authority shall not be responsible for ensuring that the bidders' queries have been received by them. Any requests for clarifications post the indicated date and time shall not be entertained by Authority.

Bidders must submit their queries as per the format mentioned in Section 6 - Annexure I. Queries should be submitted at ceo.bscl01@gmail.com within the date and timelines as specified in the Fact Sheet.

Bidders are advised to share the Pre-Bid queries in two formats, one is in excel sheet (in *.xls Format) and as well as another in signed and scanned copy of the file (in *.pdf format) and format as per in Section 6 - Annexure I.

Responses to Pre-Bid Queries

Authority will organize a pre-bid meeting.

Authority will respond to any request for clarification or modification of the bidding documents. Authority shall formally respond to the pre-bid queries. No further clarifications shall be entertained after the pre bid meeting.

Authority shall endeavour to provide timely response to all queries. However, Authority makes no representation or warranty as to the completeness or accuracy of any response made in good faith. Authority does not undertake to answer all the queries that have been posed by the bidders.

Any modifications of the RFP Documents, which may become necessary as a result of the Pre-Bid queries, shall be made by Authority exclusively through a corrigendum. Any such corrigendum shall be deemed to be incorporated into this RFP. However, in case of any such amendment, the bid submission date may be extended at the discretion of Authority.

Any corrigendum/notification issued by Authority, subsequent to issue of RFP, shall only be available / hosted on the website URL mentioned in the fact sheet. Any such corrigendum shall be deemed to be incorporated into this RFP.

2.11. Bid Processing Fee / Bid Document Fee and Transaction Fee

RFP can be downloaded from the website URL mentioned in the fact sheet.

Bid Processing Fee / Bid Document Fee as mentioned in the FACT Sheet shall be paid through online transfer in account of the "Bareilly Smart City Limited, A/C No.: 0294001100000836, Name of Bank: Punjab National Bank,

Branch: Pilibhit By-Pass Road, Bareilly, IFSC Code: PUNB0613400". The Bid Processing Fee / Bid document fee is mandatory and non-refundable.

Without the payments of Bid document fees the bids will be taken as incomplete and non-responsive and shall not be considered.

2.12. Bid Security/Earnest Money Deposit (EMD)

Earnest Money Deposit: The value of EMD as mentioned (in Tender Document) Earnest Money shall be paid through RTGS / NEFT in favour of Bareilly Smart City Limited, Bareilly of said amount. After Tender opening, The EMD received online of the unsuccessful bidders will be returned to account provided by the bidder.

No exemption for submitting the EMD (amount, as mentioned in Fact sheet) will be given to any agency. EMD in any other form will not be entertained.

For Unsuccessful bidders: The bid security of all unsuccessful bidders would be refunded without interest by Authority on finalization of the bid in all respects by the successful bidder.

For Successful bidders: The Successful bidder shall furnish 5% of the Contract Value as Security deposit at the time of signing the agreement through FDR / BG or online, which includes EMD deposited along with the bid submission. Further 5% of each running bill will be retained by BSCL as security. FDR / BG shall be pledged in the name of CHIEF EXECUTIVE OFFICER, BAREILLY SMART CITY LIMITED, BAREILLY.

Security deposited shall be retained by the BSCL till the completion of the project and one year of defect liability period. After successful completion of defect liability period of 1 year, security deposited will be released.

In case bid is submitted without the EMD/Bid Security then Authority reserves the right to reject the bid without providing opportunity for any further correspondence to the bidder concerned.

The PBG/ Performance Security given in the form of bank guarantee on a nationalized shall be valid for the duration of contract period plus defect liability period and in case any valid extension of contract period is granted, the validity of BG shall also be extended for the corresponding period. The bank guarantee on nationalized bank furnished by the bidder towards additional security amount shall be valid till the work is completed in all respects.

The Bid Security/ EMD shall be forfeited and appropriated by the authority as mutually agreed genuine pre-estimated compensation and damages payable to Authority for the time, cost and efforts of the authority, without prejudice to any other right or remedy that may be available to the authority under the RFP or in law under the following conditions:

- i. If a bidder withdraws or modifies its bid during the period of bid validity or any extension agreed by the bidder thereof;
- ii. If a bidder is disqualified in accordance with clause mentioned in RFP under evaluation of bids
- iii. If the bidder tries to influence the evaluation process or engages in corrupt, fraudulent, coercive or undesirable practice or restrictive practice;
 - If the bidder is declared as the successful bidder and it withdraws its proposal during negotiations. However, failure to arrive at a consensus between authority and the successful bidder shall not be constructed as withdrawal of proposal by successful bidder;
 - Fails to sign and return, as acknowledgement, the duplicate copy of the letter of award;

- Fails to submit the performance bank guarantee / Performance Security and/or sign the contract in accordance with this RFP;
- Fails to fulfil any other condition precedent to the execution of the contract, as specified in the letter of award;
- Fails to execute the contract.

2.13. Bid Validity Period

The EMD submitted along with the bid will remain valid for validity period mentioned in the Fact Sheet.

In exceptional circumstances, prior to expiry of the bid validity period, the authority may request that the bidders to extend the period of validity for a specified additional period at Bidder's cost. The request and the responses to the request shall be made in writing. If validity of their Bids is extended the Earnest Money Deposit (EMD) shall also be extended for a corresponding-period. A bidder may refuse the request without risking forfeiting the EMD, but in this case, the bidder will be out of the competition for the award. Bidder agreeing to the request will not be required or permitted to modify its bid, but will be required to ensure that the bid remains secured for a correspondingly longer period.

On completion of the validity period, unless the Bidder withdraws his/her/their bid in writing, it will be deemed to be valid until such time that the Bidder formally (in writing) withdraws bid.

2.14. Bid Formats

2.14.1. Pre-Qualification Bid Format

S. No.	Section Heading	Details
1	Pre-Qualification Bid Covering Letter	As per format provided in section 6.1
2	About Bidder	As per format provided in section 6.2 of this document.
3	Bidder Registration	Certificate of Incorporation / Registration under companies Act, 1956 / 2013 or any suitable Act abroad.
4	Average Annual Turnover	Certificate from the Statutory auditor / CA clearly specifying the annual turnover for the specified years
5	Net worth	Certificate from the Statutory auditor/ CA clearly specifying the Positive Net worth of the firm
6	Undertaking for non-blacklisting clause	Undertaking by the authorized signatory as per section 6.3
7	Bidder Certifications	Copies of valid certificates in the name of the sole bidder
8	Power of Attorney	Documentary evidence as per format provided in Section 11 (Annexure 7)
9	Project Experience	Citation details of projects as per format in Section 8.4 and 7.6 as applicable.
10	No Deviation Certificate	As per format provided in section 6.4
11	Total responsibility certificate	As per format in section 6.5
12	No relationship certificate	As per format in section 6.7
13	Self-declaration certificate	As per format in section 6.8

2.14.2. Technical Bid Format

S. No.	Heading	Details
1	Technical Bid Checklist	As per format provided in section 7.1
2	Credential summary	As per format provided in Section 7.2
3	Bidder's Experience	Project citation as per format provided in section 7.3 and supporting documentary evidences and Self- certifications as per format in section 6.6 as Applicable
4	Anti-Collusion Certificate	As per format provided in section 7.6
5	Non-disclosure agreement	As per format provided in section 10 (Annexure 6)

2.14.3. Financial Bid Format

The Bidder must submit the Financial Bid in the formats specified in Section 8. The Financial Proposal shall be submitted only on www.etender.up.nic.in and not by any other means, failing which the Authority shall reject the Bid.

Section	Heading	Details
1.	Bid Price Sheet	As per format provided in Section 8 (Annexure – 4) and Section 12 (Annexure 9) for Detailed estimation

2.15. Language

The bid should be prepared and submitted by the bidders in English language only. If any submitted supporting documents (like notices, certificates, correspondences, proceedings, etc.,) are in any language other than English, translation of the same in English language is to be provided (duly attested) by the Bidders. For purposes of interpretation of the documents, the English translation shall govern. Such translated documents shall be notarized and in case of any incorrectness of the translation, the bidder will be penalized. The bidder shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.

2.16. Authentication of Bids

An authorized representative (or representatives - Power of Attorney) of the Bidder shall initial all pages of the Pre-Qualification, Technical and Financial Bids.

Bid should be accompanied by an authorization in the name of the signatory (or signatories) of the Bid. The authorization shall be in the form of a written power of attorney accompanying the Bid or in any other form demonstrating that the representative has been duly authorized to sign.

2.17. Amendment of Request for Proposal

At any time prior to the due date for submission of bid, Authority may, for any reason, whether at its own initiative or in response to a clarification requested by prospective bidder(s), modify the RFP document by amendments. Such amendments shall be uploaded on the e-procurement portal website, through corrigendum

and shall form an integral part of RFP document. The relevant clauses of the RFP document shall be treated as amended accordingly.

It shall be the responsibility of the prospective bidder(s) to check the Authority's website from time to time for any amendment in the RFP document. In case of failure to get the amendments, if any, Authority shall not be responsible.

In order to allow prospective bidders a reasonable time to take the amendment into account in preparing their bids, Authority, at its discretion, may extend the deadline for submission of bids. Such extensions shall be uploaded on website of the Authority.

Verbal clarifications and information given by the authority or any other person for or on its behalf shall not in any way or manner be binding on the authority.

2.18. Bid Price and quotation submission

The Bidder has to provide the financial bid in the formats as given in Section 12 Annexure - 9 Bidders shall give the required details of all applicable taxes, duties, other levies and charges etc. in respect of direct transaction between Authority and the Bidder. The financial bid must be uploaded on e-procurement portal only and should not be printed or submitted with Prequalification / Technical Bid.

The prices quoted by the Bidder in the Price Proposal Submission Sheet and in the Price Schedules shall valid for the duration and completion of the contract of **Sanjay Community Hall & Pond Complex External Development at Bareilly**. No enhancement of prices for what so ever reason will be allowed once the offer is accepted.

2.19. Insurance

Transit cum storage cum erection, testing and commissioning insurance is the responsibility of the bidder. Any loss or damage to the equipment for whatever reasons shall be to the account of the bidder. The bidder shall promptly make good the loss or damage by way of replacement and/or repair of the portion of the equipment damaged or lost, incidental to manufacture or acquisition, transportation, storage and delivery, irrespective of settlement of claims with the insurance underwriters. There shall be no extra cost to the authority on account of such replacement/repair of losses or damages for whatever reasons. All costs on account of insurance liabilities covered under the contract will be to the Bidder's account and principal of the insurance will be to the authority.

2.20. Deviations and Exclusions

Bids shall be submitted strictly in accordance with the requirements and terms & conditions of the RFP. The Bidder shall submit a No Deviation Certificate as per the format mentioned in Section 6.4. The bids with deviation(s) are liable for rejection.

2.21. Total Responsibility

Bidder should issue a statement undertaking total responsibility for the defect free operation of the proposal as per the format mentioned in Section 6.5.

2.22. Late Bids

Late submission will not be entertained and will not be permitted by the e-Procurement Portal.

The bids submitted by telex/fax/e-mail etc. shall not be considered. No correspondence will be entertained on this matter.

Authorities shall not be responsible for delay in submission of any online submission related or website related issues and date of submission cannot be extended for such reasons.

Authority reserves the right to modify and amend any of the above-stipulated condition/criterion.

2.23. Right to Terminate the Process

Authority may terminate the RFP process at any time and without assigning any reason. Authority makes no commitments, express or implied, that this process will result in a business transaction with anyone. This RFP does not constitute an offer by Authority.

2.24. Non-Conforming bids

A bid may be construed as a non-conforming bid and ineligible for consideration:

- a. If it does not comply with the requirements of this RFP.
- b. If a bid does not follow the format requested in this RFP or does not appear to address the particular requirements of the scope.

2.25. Acceptance/Rejection of Bids

- a. Authority reserves the right to reject in full or part, any or all bids without assigning any reason thereof. Authority reserves the right to assess the Bidder's capabilities and capacity. The decision of Authority shall be final and binding.

- b. Bid should be free of over writing. All erasures, correction or addition must be clearly written both in words and figures and attested.

In the event of any assumptions, presumptions, key points of discussion, recommendation or any points of similar nature submitted along with the Bid, Authority reserves the right to reject the Bid and forfeit the EMD.

The authority 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.

The Authority reserves the right to verify all statements, information and documents submitted by the bidder in response to the RFP. Any such verification or lack of such verification by the authority shall not relieve the bidder of its obligations or liabilities hereunder nor will it affect any rights of the authority thereunder.

If there is any discrepancy in the financial bid, it will be dealt as per the following:

- a. Activities and items described in the Technical Proposal but not priced in the Financial proposal shall be assumed to be included in the prices of other activities or items and no corrections will be made to the

Financial Proposal / Bid.

- b. If, in the price structure quoted for the required goods/services/works, there is discrepancy between the unit price and total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly.
- c. 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.
- d. If there is a discrepancy between words and figures, the amount in words shall prevail.
- e. If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of Authority, the bid is liable to be disqualified.

2.26. Confidentiality

From the time the bids are opened to the time of the contract is awarded, the bidder should not contact the client on any matter related to its qualification documents, Technical Bid and/or Financial Bid. Information relating to the evaluation of proposals and award recommendations shall not be disclosed to the bidders who submitted the bids or to any other party not officially involved with the bid process, until the publication of the contract award.

Any attempt by a bidder or anyone on behalf of the bidder to influence improperly the client in the evaluation of the bids or award of the contract may result in the disqualification of its bid.

All the material/information shared with the Bidder during the course of this procurement process as well as the subsequent resulting engagement following this process with the successful bidder, shall be treated as confidential and should not be disclosed in any manner to any unauthorized person under any circumstances.

2.27. Disqualification

The bid is liable to be disqualified in the following cases or in case bidder fails to meet the bidding requirements as indicated in this RFP:

- a. The bidder's bid is conditional and has deviations from the terms and conditions of RFP.
- b. Bid is received in incomplete form.
- c. Bid is not accompanied by all the requisite documents.
- d. Information submitted in technical bid is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the contract (no matter at what stage) or during the tenure of the contract including the extension period if any.
- e. Financial bid is enclosed with the same document as technical bid.
- f. Bidder tries to influence the bid evaluation process by unlawful/corrupt/fraudulent means at any point of time during the bid process.
- g. In case any one party submits multiple bids or if common interests are found in two or more bidders, the

bidders are likely to be disqualified, unless additional bids/bidders are withdrawn upon notice immediately

h. Bids without EMD / Bid Security and as well as Bid Documentation / Bid Processing Fee will be disqualified.

2.28. Key Personnel

Authority has identified certain key positions and minimum qualifications for each of the positions that should be part of project team of the bidder (hereby referred to as "key personnel"). Details of these key positions are provided.

The personnel proposed should possess good working knowledge of English language. No key personnel involved should have attained the age of 58 years at the time of submitting the proposal. The client reserves the right to ask for proof of age, qualification and experience at any stage of the project.

I. Initial Composition; Full Time Obligation; Continuity of Personnel

Bidder shall ensure that each member of the Key Personnel devotes substantial working time as per the staffing schedule/ manpower plan to perform the services to which that person has been assigned as per the bid.

The bidder shall assess support personnel; both technical and administrative to undertake the project. If required, additional support and administrative staff shall be provided as needed for the timely completion of the project without any additional cost to the client. It is stressed that the time period of the assignment indicated in the Technical Requirements should be strictly adhered to.

Bidder shall not make any changes to the composition of the Key Personnel and not require or request any member of the Key Personnel to cease or reduce his or her involvement in the provision of the Services during the defined term of the engagement unless that person resigns, is terminated for cause, is long-term disabled, is on permitted mandatory leave under Applicable Law or retires. In any such case, the Authority's prior written consent would be mandatory.

II. Evaluations

Bidder shall carry out an evaluation of the performance of each member of the Key Personnel in connection with the Services at least once in each Contract Year. Bidder shall provide reasonable written notice to Authority of the date of each evaluation of each member of the Key Personnel. Authority shall be entitled to provide inputs to the bidder for each such evaluation. Bidder shall promptly provide the results of each evaluation to Authority, subject to Applicable Law.

III. Replacement

In case any proposed resource resigns, then the Bidder has to inform Authority within one week of such resignation.

Bidder shall promptly initiate a search for a replacement to ensure that the role of any member of the Key Personnel is not vacant at any point in time during the contract period, subject to reasonable extensions requested by Bidder to Authority.

Before assigning any replacement member of the Key Personnel to the provision of the Services, Bidder shall provide Authority with:

- a. A Resume / Curriculum vitae and any other information about the candidate That is reasonably requested by Authority; and
- b. An opportunity to interview the candidate.

The bidder has to provide replacement resource of equal or better qualification and experience as per the requirements of this RFP.

If Authority objects to the appointment, Bidder shall not assign the individual to that position and shall seek an alternative candidate in accordance with the resource requirements of this RFP.

The bidder needs to ensure at least 4 weeks of overlap period in such replacements. Authority will not be responsible for any knowledge transition to the replacement resource and any impact /escalation of cost incurred by the bidder due to resource replacement.

IV. High Attrition

If in the first 6-month period from the Contract Effective Date and in any rolling 12 months period during the Term of contract, 15 percent or more of the members of the Key Personnel cease or reduce their involvement in the Services for any reason other than with Authority's prior written consent, Bidder shall:

- a. provide Authority with a reasonably detailed explanation as to the reasons for such change, including, where applicable and permitted, notes from any exit interviews conducted by Bidder with any departing member of the Key Personnel; and
- b. if such change to Key Personnel has or is likely to have any material adverse impact on the provision of the Services or any substantial part thereof, undertake, at its own costs, such remediation acts as are reasonably necessary in order to improve the retention of the Key Personnel including making reasonable changes to the human resources policies and procedures applicable to the Key Personnel (including those related to compensation, benefits and other conditions so that they are competitive with the market) as may be necessary to ensure that such policies and procedures comply with Good Industry Practice.

2.29. Fraud and Corrupt Practices

The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, Authority shall reject a Bid without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, Authority shall, without prejudice to its any other rights or remedies, forfeit and appropriate the EMD or PBG, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to Authority for, inter alia, time, cost and effort of Authority, in regard to the RFP, including consideration and evaluation of such Bidder's Bid.

Without prejudice to the rights of Authority under Clause above and the rights and remedies which Authority may have under the LOA or the Agreement, if a Bidder is found by Authority 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 Selection Process, or after the issue of the LOA or the execution of the Agreement, such Bidder shall not be eligible to participate in any tender or RFP issued by Authority during a period of 3 years from the date such Bidder is found by Authority to have directly or through an agent, engaged or indulged in any Prohibited Practices.

Will reject a proposal for award if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract;

Will sanction a party or its successor, including declaring ineligible, either indefinitely or for stated period of time to participate in BSCL Bidding / Tender activities if it at any time determines that the firm has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for, or in executing, an BSCL contract.

2.30. Conflict of Interest

- a. A bidder shall not have a conflict of interest that may affect the Selection Process or the proposal delivery (the "Conflict of Interest"). Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, Authority shall forfeit and appropriate the EMD, if available, as mutually agreed genuine pre-estimated compensation and damages payable to Authority for, inter alia, the time, cost and effort of Authority including consideration of such Bidder's Bid, without prejudice to any other right or remedy that may be available to Authority hereunder or otherwise.
- b. Authority requires that the bidder provides proposals which at all times hold Authority's interest's paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The bidder 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 Authority.
- c. Conflicting Activities: Conflict between consulting activities and procurement of goods, works or non-consulting services: A bidder that has been engaged by the client to provide goods, works, or non-consulting services resulting from or directly related to those goods, works, or non-consulting services. Conversely, a Bidder hired to provide consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services for preparation or implementation.
- d. Conflicting Relationships: Relationship with the client's staff: A bidder (including its Directors, stakeholders or Management) that has a close business or family relationship with a professional staff of the client who are directly or indirectly involved in any part of
 - The preparation of the RFP for the assignment
 - The Technical Specifications of the goods, works or services may not be awarded a contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the client throughout the selection process and the execution of the contract.

2.31. Right to vary quantity by Authority.

- a. At the time of contract, the quantity of goods, works or services originally specified in the bidding documents may be increased or decreased. It shall be without any change in the unit prices or other terms and conditions of the Bid and the bidding documents.
- b. If the authority does not procure any subject matter of procurement or procures less than the quantity specified in the bidding documents due to change in circumstances, the bidder shall not be entitled for any claim or compensation except otherwise provided in the bidding document.
- c. Repeat orders for extra items or additional quantities may be placed, if it is provided in the bidding document, on the rates and conditions given in the contract if the original order was given after inviting open competitive bids. Delivery or completion period may also be proportionally increased.

2.32. Withdrawal, Substitution, and Modification of Bids

- a. No bid may be withdrawn, substituted or modified in the interval between the bid submission deadline and the expiration of the bid validity period specified by the bidder in the bid submission form, or any extension thereof agreed to by the bidder. Withdrawal of the bid during this interval may result in the forfeiture of the EMD / Bid Security.
- b. Any alteration / modification in the application or additional information supplied subsequent to the bid submission date, unless the same has been expressly sought for by the client, shall be disregarded.
- c. Bids withdrawn shall not be opened and processed further.
- d. Alternative bid shall not be permitted.

2.33. Site Visit

- a) The Bidder may wish to visit and examine the site or sites and obtain for itself, at its own responsibility and risk, all information that may be necessary for preparing the bid and entering into the Contract. The costs of visiting the site or sites shall be at the Bidder's own expense.
- b) Bidders are encouraged to submit their respective bids after visiting the project site and ascertaining for themselves the site conditions, traffic, location, surroundings, climate, availability of power, water and other utilities for construction, access to site, handling and storage of materials, weather data, applicable laws and regulations and any other matter considered relevant by them.
- c) A site visit conducted by the authority **shall be organized** on the written request of the bidder. The bidder shall intimate the Employer for site visit through Electronic mail ceo.bscl01@gmail.com at least three (03) days in advance.
- d) Failure of a Bidder to make a site visit will not be a cause for its disqualification.
- e) No site visits shall be arranged or scheduled after the deadline for the submission of the Bids and prior to the award of Contract.

2.34. Acknowledgement by Bidder

- a. It shall be deemed that by submitting the bid, the bidder has:

- i. Made a complete and careful examination of the RFP.
- i. Received all relevant information requested from the authority.
- ii. Accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the authority relating to any of the matters ; and
- iii. Agreed to be bound by the undertakings provided by it under and in terms hereof.
- iv. The Authority shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of concerning or relating to the bidding process, including any error or mistake therein or in any information or data given by the authority.

2.35. Proprietary Data

All documents and other information supplied by the authority or submitted by bidder to the authority shall remain or become the property of the authority. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their bid. The authority will not return any bid or any information provided along therewith.

2.36. Contacts during Bid Evaluation

Bids shall be deemed to be under consideration immediately after they are opened and until such time the authority makes official intimation of award / rejection to the bidders. While the bids are under consideration, bidders and / or their representatives or other interested parties are advised to refrain, save and except as required under the bidding documents, from contacting by any means, the authority and / or their employees / representatives on matters related to the bids under consideration.

2.37. Maintenance Tools and Tackles

The proposal shall include all special tools and tackles required for the maintenance of the equipment in each equipment package.

The Bidder shall indicate all the above items in the proposal sheets in the form of a schedule giving therein the description and the quantity of each item. The item wise Price to be quoted by the Bidder shall be furnished in the format, which will be delivered with the first shipment of the main equipment.

2.38. Drawings, Data and Literature to be furnished

The Bidder shall include in his offer the following:

Undertaking to furnish details of special precautions and instructions to be followed and check list for construction, erection, testing and commissioning of the building.

2.39. Governing Law and Jurisdiction

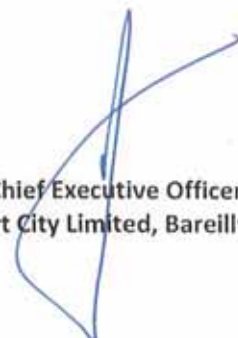
The contract and the transaction contemplated therein shall be governed by and construed in accordance with the laws of India.

The contract and the transactions contemplated therein shall be subject to the exclusive jurisdiction of the competent courts in Bareilly, Uttar Pradesh, India.

If any disputes arises between the parties hereto during the subsistence or thereafter, in connection with the validity, interpretation, implementation or alleged material breach of any provision of the agreement or regarding a question, including the questions as to whether the termination of contract Agreement by one party hereto has been legitimate, both parties hereto shall endeavour to settle such dispute amicably. The attempt to bring about an amicable settlement is considered to have failed as soon as one of the parties hereto, after reasonable attempts gives 15 days' notice thereof to the other party in writing.

The place of arbitration shall be Bareilly, Uttar Pradesh, India.

The arbitration proceeding shall be governed by the Arbitration and Conciliation Act of 1996 as amended from time to time.



Chief Executive Officer,
Bareilly Smart City Limited, Bareilly

Section 3- Selection Process for Bidder

3.1. Opening of Bids

The date and time for opening of Technical & Financial bid would be as mentioned in the Fact Sheet.

The Financial Bids of only those bidders will be opened who are qualified in Technical qualification.

3.2. Preliminary Examination of Bids

Authority shall examine the bids to determine whether they are complete, whether the documents have been properly signed and whether the bids are generally in order. Any bids found to be nonresponsive for any reason or not meeting any criteria specified in the RFP, shall be rejected by Authority and shall not be included for further consideration.

Authority shall examine the Technical Proposal to confirm that all documents and technical documentation requested have been uploaded on online portal, and to determine the completeness of each document submitted.

Initial Bid scrutiny shall be held and bids will be treated as non-responsive, if bids are:

- a. Not submitted in format as specified in the RFP document
- b. Received without the Letter of Authorization (Power of Attorney)
- c. Transaction Fee
- d. Bid documentation / Bid Processing Fee.
- e. Earnest Money Deposit (EMD) / Bid Security.
- f. Technical Proposal Submission Sheet.
- g. Found with suppression of details With incomplete information, subjective, conditional offers and partial offers submitted
- h. Submitted without the documents requested
- i. Non-compliant to any of the clauses mentioned in the RFP
- j. Manufacturer's Authorization, if applicable.
- k. With lesser validity period

Examination of Terms and Conditions; Technical Evaluation of Bids

Authority shall examine the Bids to confirm that all terms and conditions specified in Bid Document have been accepted by the Bidder without any material deviation or reservation.

Authority shall evaluate the technical aspects of the Bid submitted in accordance to confirm that all requirements specified in Schedule of Supply of the Bidding Document have been met without any material deviation or reservation.

If, after the examination of the terms and conditions and the technical evaluation, authority determines that the Technical Proposal is not substantially responsive it shall reject the Bid.

3.3.Evaluation Process

Authority shall constitute a Bid Evaluation Committee to evaluate the responses of the bidders. The Bid Evaluation Committee shall evaluate the responses to the RFP and all supporting documents/documentary evidence. Inability to submit requisite supporting documents/documentary evidence by bidders may lead to rejection of their bids.

The decision of the Bid Evaluation Committee in the evaluation of bids shall be final. No correspondence will be entertained outside the process of evaluation with the Committee. The Bid Evaluation Committee may ask for meetings or presentation with the Bidders to seek clarifications or conformations on their bids.

Only those Bidders who meet the eligibility criteria specified shall qualify for evaluation under this Section 3. Bids of firms who do not meet these criteria shall be rejected.

The Bidder's competence and capability is proposed to be established by the following parameters

- i. The Financial Bids of only those bidders will be opened who are qualified in Technical qualification.
- ii. The RFP Evaluation Committee reserves the right to reject any or all bids without assigning any reason. Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP. The steps for evaluation are as follows:-

3.3.1. Stage 1 : Pre-Qualification

- a. Authority shall validate "RFP Document fee & Bid Security/Earnest Money Deposit (EMD)".

If the contents are as per requirements, Authority shall open the "Pre- Qualification Bid". **Each of the Pre-Qualification condition mentioned in Section 3.4 is MANDATORY.** In case, the Bidder does not meet any one of the conditions, the bidder shall be disqualified.

- b. Technical bids for those bidders who don't pre-qualify will not be evaluated.

3.3.2. Stage 2: Technical Evaluation

- a. "Technical bid" will be evaluated only for the bidders who succeed in Stage 1.
- b. Authority will review the technical bids of the short-listed bidders for responsiveness. If the technical proposal is found.
 - Not to be complete in all respects; or
 - Not duly signed by the authorized signatory of the bidder on all pages; or
 - Not to be in prescribed format and interlineations in between the formats / lines in the prescribed formats; or
 - To contain alternation, conditions, deviations or omissions.

then such technical bids shall be deemed to be substantially non-responsive, and liable to be disqualified at Authority's discretion.

- c. The bidders' technical proposal in the bid document shall be evaluated as per the requirements specified in the RFP and technical evaluation as mentioned in Section 3.3.2

3.3.3. Responsiveness of Technical Proposal

1. Authority's determination of the responsiveness of a Technical Proposal is to be based on the contents of the Technical Proposal itself.
2. A substantially responsive Technical Proposal is one that conforms to all the terms, conditions, and specifications of the Bidding Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:
 - a) Affects in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or
 - b) Limits in any substantial way, inconsistent with the Bidding Document, Authority's rights or the Bidder's obligations under the Contract; or
 - c) If rectified would unfairly affect the competitive position of other Bidders presenting substantially responsive Technical Proposals.
 - d) If a Technical Proposal is not substantially responsive to the Bidding Document, it shall be rejected by authority and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.

3.3.4. Stage 3: Financial Evaluation

The financial bids for the technically qualified bidders shall then be opened on the notified date and time and reviewed to determine whether the financial bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at Authority's discretion.

- a. **Financial bids shall be uploaded on e-procurement portal only.**
- b. Financial bids that are not as per the format provided in Section 8 (Annexure 4) shall be liable for rejection.
- c. The bid price shall include all taxes and levies and shall be in Indian Rupees.
- d. The bidder achieving the lowest cost shall be invited for negotiations for awarding the contract.
- e. In case of a tie where two or more bidders achieve the same lowest cost, selection will be made in this order :
 1. The bidder whose annual turnover is more will be preferred.
 2. If the criteria incidentally become the same, the turnover on similar works and thereafter machinery available for the work and then the clean track record will be considered for selection.

3.3.5. Correction of Arithmetical Errors

Provided that the bid is substantially responsive, the authority 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 this clause as stated above.
- d. Bidders shall be requested to accept correction of arithmetical errors. Failure to accept the correction in accordance with RFP shall result in the rejection of the Bid.

3.4. Pre-Qualification Criteria

The Technical Evaluation Committee will review the PQ to determine whether the bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at Authority's discretion.

Sl. No.	Eligibility and Qualification Criteria	Compliance Requirements	Documentation
1	The Sole Bidder / Lead Bidder (with a maximum of 2 Bidders with Lead Bidder having more than 51% partnership)	• Copy of Certificate of Registration with Government Organization And/or Copy of Certificate of Incorporation/Registration	PQ_1

- a. The Bidder has to be (the "**Sole Bidder**" / Consortium with maximum of 2 Partners), coming to implement the Project.
- b. Bidder may be a natural person private entity shall be eligible for consideration subject to the conditions set out in the below clause 3.4 Pre-Qualification Criteria.
 - i. Bidder including individual, as the case may be, nor has been expelled from any project or contract by any public entity nor have had any contract terminated by any public entity for breach by such Bidder including individual.
- c. A Bidder shall not have a conflict of interest (the "Conflict of Interest") that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified and liable for forfeiture of the

BID Security or Performance Security as the case may be. A Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:

- d. A Bidder shall be liable for disqualification and forfeiture of BID Security, if any legal, financial or technical adviser of the BSCL in relation to the Project is engaged by the Bidder, its Member or any Associate thereof, as the case may be, in any manner for matters related to or incidental to such Project during the Bidding Process or subsequent to the (i) issue of the LOA or (ii) execution of the Agreement. In the event any such adviser is engaged by the selected Bidder or Contractor, as the case may be, after issue of the LOA or execution of the Agreement for matters related or incidental to the project, then notwithstanding anything to the contrary contained herein or in the LOA or the Agreement and without Prejudice to any other right or remedy or the BSCL, including the forfeiture and appropriation of the BID Security or Performance Security, as the case may be, which the BSCL may have there under or otherwise, the LOA or the Agreement, as the case may be, shall be liable to be terminated without the BSCL being liable in any manner whatsoever to the Selected Bidder or Contractor for the same. For the avoidance or doubt, this disqualification shall not apply where such adviser was engaged by the Bidder, its Member or Associate in the past but its assignment expired or was terminated 6 (six) months prior to the date of issue of this RFP. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the date of commercial operation of the Project.

Sl. No.	Eligibility and Qualification Criteria	Compliance Requirements	Documentation
1	The Bidder [Single Entity as a whole/ Consortium with maximum 2 partners] should be having an average annual Turnover (TO) is equal to 5.5Cr. in Indian Rupees during last 3 audited financial years (2016-17, 2017-18,	Certificate from the Statutory auditor / CA clearly specifying the annual turnover for the specified years	PQ_2
2	The Bidder [Single Entity as a whole/ Consortium with maximum 2 partners] should have positive	Certificate from the Statutory auditor / CA clearly specifying the net worth alongwith the audited Balance sheet	PQ_3
3	<p>The bidder must have satisfactorily completed similar nature of works during last 7 years ending last day of month previous to the one in which application are invited should be either of the following:</p> <p>Three similar works, each were costing not less than the amount equal to Rs. 3.6 Cr. of the estimated project cost.</p> <p>or</p> <p>Two similar works, each were costing not less than the amount equal to Rs. 4.5 Cr. of the estimated project cost.</p> <p>or</p> <p>One similar work costing not less than the amount equal to Rs. 7.2 Cr. of the estimated project cost.</p>	<p>For each eligible work, bidder(s) should provide copy of work order and any one of the following documents(s):</p> <p>completion certificate issued by the appropriate authority; or</p> <p>any other document which shows the evidence of submission of final report or final deliverable to the appropriate authority; or</p> <p>no-dues certificate issued by the appropriate authority; or</p> <p>For Private Projects being shown as "Similar Work", the completion certificate should be accompanied by relevant TDS detail and certified final bill of the project.</p>	PQ_4

4	The sole bidder should not be blacklisted by any Central / State Government Department or Central/State Public Sector Units (PSUs) in India as on the bid submission date	Undertaking by the authorized signatory of bidder as per format given in Section 7.6	PQ_5
5	GST Registration, PF Registration, Pan Card	Provision of These Documents in mandatory	PQ6
6	Self Declaration Certificate	Undertaking by the authorized signatory of bidder as per format given in Section 6.8	PQ7
7	No relationship Certificate	Undertaking by the authorized signatory of bidder as per format given in Section 6.7	PQ8
<p>Similar work shall mean "Experience in the following categories:</p> <p>Construction works of Private / Public buildings which is composite of the Civil Works, Interiors, Furniture, Air Conditioning, Fire Fighting, Electrical, Plumbing and External Development of the campus and all the associated works for the site development.</p> <p>The Bidder is to submit audited statements of accounts for the last three (3) years, along with its bid.</p> <p>The Bidder has to submit accounts and certified balance sheet certified by a registered chartered accountant supported by copies of tax returns or the last three (3) years, along with its bid. In the event that the Authority in the Bidder's audited statement notes consistent losses or the risk of insolvency, the Bidder may be disqualified. Where necessary Authority will make enquiries with the Bidder's Bankers.</p> <p>Technical bids along with the compliance sheet of technical specifications and with necessary documents should be filled in all respects and each paper should be signed by the authorized representative, scanned and uploaded in e-procurement portal.</p> <p>Note:</p> <p><u>On Failure of submission of these above-mentioned documents the bidder will be disqualified</u></p>			

Notes:

- Any bid failing to meet all of the above eligibility criteria shall be disqualified and will not be considered for technical evaluation.
- No relaxation will be given to any of the qualification criteria.
- Financial year means period beginning from the 1st April to 31st March of the next year.
- The details pertaining to Turnover for the year 2016-17 to 2018-2019 shall be certified by Chartered Accountant on his own letter head and duly attested. Turnover of last 3 financial year from 2016-17 to 2018-2019 shall be considered subject to submission of provisional / audited certificate from

Chartered Accountant by the bidder.

The details pertaining to Networth shall be certified by Chartered Accountant on his own letter head and duly attested alongwith the audited balance sheet certified by Chartered Accountant.

- The statements showing the value of completed works should be countersigned by the Engineer-In-Charge / Executive Engineer / Employer.
- Even though the bidders meet the above qualifying criteria, they are subject to be disqualified / debarred / suspended / blacklisted if they have:
 - Furnished false / fabricated particulars in the forms, statements and / annexures submitted in proof of the qualification requirements and/or
 - Not turned up for entering into agreement, when called upon.
 - Made misleading or false representations in the forms, statements and attachments in proof of the qualification requirements; and/or
 - Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, or financial failures etc., and/or
 - Participated in the previous bidding for the same work and had quoted unreasonable bid prices (Too high or too low) and could not furnish rational justification to the Employer.
 - Even while execution of the work, if found that the work as awarded to the contractor based on false / fake certificate of experience, the contractor will be blacklisted and work will be taken over invoking clause.

Conditions for Consortium

1. One of the members of the JV (Joint Venture) firm shall be its Lead Member who shall have a majority (at least 51% share of interest in the JV firm. The other members shall have a share of not less than 20%. In case of JV firm with foreign member (s), the lead member has to be an Indian firm with a minimum share of 51%.

A copy of Memorandum of Understanding (MOU) executed by the JV members shall be submitted by the JV firm along with the tender. The complete details of the members of the JV firm, their share and responsibility in the JV firm etc. particularly with reference to financial, technical and other obligations shall be furnished in the MOU.

Once the tender is submitted, the MOU shall not be modified/altered/terminated during the validity of the tender. In case the tenderer fails to observe/comply with this stipulation, the full Earnest Money Deposit (EMD) shall be liable to be forfeited.

2. On issue of LOA (Letter of acceptance) an agreement among the members of the JV firm (to whom the work has been awarded) shall be executed and got registered before the Registrar of the Companies under Companies Act or before the Registrar/Sub-Registrar under the Registration Act, 2013. This JV agreement shall be submitted by the JV firm to the tendering authority before signing

the contract agreement for the work. In case the tenderer fails to observe/comply with this stipulation, the full Earnest Money Deposit (EMD) shall be forfeited and other penal actions due shall be taken against partners of the JV and the JV. This joint Venture Agreement shall have, inter-alia following clauses:

- i. **Joint and Several Liability:** Members of the JV firm to which the contract is awarded, shall be jointly and severally liable to the Railway Administration for execution of the project in accordance with General and Special conditions of the Contract. The JV members shall also be liable jointly and severally for the loss, damages caused to the Railways during the course of execution of the contract or due to non-execution of the contract or part thereof.
 - ii. **Duration of the joint Venture Agreement:** It shall be valid during the entire period of the contract including the period of extension if any and the maintenance period after the work is completed.
 - iii. **Governing Laws:** The Joint Venture Agreement shall in all respect be governed by and interpreted in accordance with Indian Laws.
3. Authorized Member: Joint venture members shall authorize one of the members on behalf of the Joint Venture Firm to deal with the tender, sign the agreement or enter into contract in respect of the said tender, to receive payment, to witness joint measurement of work done, to sign measurement books and similar such action in respect of the said tender/contract. All notices/correspondences with respect to the contract would be sent only to this authorized member of the JV Firm.
 4. No member of the Joint Venture Firm shall have the right to assign or transfer the interest right or liability in the contract without the written consent of the other members and that of the Tendering Authority in respect of the said tender/contract.
 5. The members of consortium shall decide the Leader of consortium. The leader of consortium shall have minimum 25% stake in terms of bid value, as reflected in the MOU executed by consortium members. Each member of consortium shall remain jointly and severally liable to BSCL.
 6. For this purpose, the role and scope of work to be performed by the respective consortium members expressed as a percentage of bid value should be indicated in the Memorandum of Understanding (MOU) submitted along with techno-commercial bid as per format provided in the tender.
 7. The leader of the consortium should confirm unconditional acceptance of primary responsibility of executing the 'Scope of work' of this tender. This confirmation should be submitted along with the techno-commercial bid.
 8. The Leader of the Consortium can submit the bid on behalf of the Consortium. Memorandum of Understanding (MoU) (as per format enclosed in tender) between the Consortium members duly signed by the authority (ies) as per the note in the MOU format, must accompany the techno-commercial bid.
 9. The MoU should clearly define the role / scope of work to be performed by each constituent and should

clearly define the leader of the Consortium. All the members of the Consortium must resolve and affirm in the MoU that each party shall be jointly and severally liable to BSCL for any and all obligations and responsibility arising out of the Contract and for discharging all obligations under the Contract. MoU signed between the members of the Consortium shall form part of the contract.

10. In case of award of contract, the MoU shall be kept valid through the entire contract period, including extensions, if any. After award of contract, no alterations / modifications would be permitted in the MoU.
11. Only that consortium member who has undertaken a particular activity in execution of a contract shall be considered as having technical experience of that particular activity.
12. In view of the complexity of nature of work involved as covered by the Bidding Documents, it is anticipated that some of the intending bidders may pool their resources and experiences to form Consortium. In their own interest, the bidders are advised to investigate the capabilities, availability of expertise and resources such as construction equipment, experienced personnel, financial soundness, past experience and concurrent engagements of constituting partners/members of the consortium.
13. In the event that the successful bidders is a consortium formed of two companies, the Company requires that the parties to the consortium accept joint and several liability for discharging all obligations under the Contract.
14. The tender document can be purchased in the name of Lead member of the consortium.
15. The bid shall be signed by all the constituents of the Consortium. Alternatively, the Leader of the Consortium may sign the bid provided a Power of Attorney from each member authorizing the Leader for signing and submission of bid on behalf of individual member must accompany the techno-commercial bid. Other members of the Consortium may participate in techno-contractual discussions and also sign the minutes of such discussions / meetings along with the Leader of the Consortium.
16. Leader of the Consortium on behalf of the Consortium shall co-ordinate with BSCL during the period the bid is under evaluation and also during the execution of the contract, if the same is awarded.
17. BSCL shall correspond / communicate only with the leader of a Consortium and like-wise, the leader of the Consortium only should communicate with BSCL on behalf of the Consortium. No cognizance shall be given to communication received directly from other consortium members. The Leader of the Consortium shall also be responsible for resolving dispute / misunderstanding / undefined activities, if any, amongst all the constituents of the Consortium.
18. Any correspondence exchanged between BSCL and the Leader of Consortium shall be binding on all the constituents of the Consortium. The Leader of the Consortium should confirm unconditional acceptance of primary responsibility of executing the 'Scope of Work' of the tender. This confirmation should be submitted along with the techno-commercial bid.

19. Contract, if awarded, shall be in the name of the Consortium clearly specifying the names of all the constituents and also mentioning that the Consortium is led by which constituent. Accordingly, EMD/Bid Bond and SD/PBG shall be submitted in the name of the Consortium clearly specifying the names of all the constituents along with that of the leader.
20. In the event of award of contract to the Consortium, the contract shall be signed by each constituent of the Consortium. Alternatively, the Leader of the Consortium may sign the contract subject to submission of a Power of Attorney (duly notarized) from each constituent authorizing the Leader of the Consortium to sign the contract on behalf of the individual member of the Consortium.
21. Irrespective of whether the Contract is signed by all the constituents of the Consortium or by the Leader of the Consortium, all the constituents of the Consortium shall be jointly and severally responsible for satisfactory execution of the contract.
22. Payment for work done under the contract shall be made by BSCL only to the Leader of the Consortium. However, in case payment is to be made directly to each constituent corresponding to their part of the scope of work, the same shall be clearly indicated in the bid along with the constituent-wise details of the price break-up.
23. No alteration or modification in the constituents or composition of a Consortium shall be permitted after submission of bid and also after award of the Contract during currency of the contract. A constituent of the Consortium shall be allowed to undertake and carry out only that activity for which that constituent has been evaluated and qualified technically.
24. Before forming a Consortium, the individual constituents of the Consortium are advised to investigate the capabilities, availability of expertise and resources such as construction equipment, experienced personnel, financial soundness, past experience and concurrent engagements of the companies with whom they propose to form a Consortium.
25. A constituent of the Consortium shall not be permitted to participate either in an individual capacity as a bidder or as a member of another Consortium in the same tender.

Documents/details pertaining to qualification of bidder as per proforma of document attached with the bidding documents must be furnished by each partner/member of consortium complete in all respect.

3.5. Technical Evaluation Framework

The Bidder's technical proposal in the Technical Evaluation bid shall be evaluated as per the evaluation criteria.

Notes:

- Bidder to submit work order and completion certificate as a supporting document for each Project.
- Authority (or a nominated party) reserves the right to check/validate the authenticity of the information provided in the Pre-qualification and Technical Evaluation criteria and the requisite support must be

provided by the Bidder.

The following sections explain how the Bidders shall be evaluated on each of the evaluation criteria.

3.6. Technical Bid Evaluation Criteria

To demonstrate its technical capacity and experience (Technical Capacity), the Bidder must have the following experience:

(a) Project experience

Experience in the following categories:

Construction works of Private / Public buildings which is composite of the Civil Works, Interiors, Furniture, Air Conditioning, Fire Fighting, Electrical, Plumbing and External Development of the campus and all the associated works for the site development.

Key Personnel

Bidder shall provide adequate number of personnel, each responsible for a specific role within the project. Bidder shall provide clear definition of the role and responsibility of each individual personnel.

Bidder shall have a defined hierarchy and reporting structure for various teams that shall be part of the project. Bidder has to provide the list of proposed Resources for the Project. Any changes in Resource deployment will have to be approved by the Authority.

Following table indicates the minimum qualification required for Key Positions identified for this project. However, Bidder shall independently estimate the teams size required to meet the requirements as per scope of this RFP.

All proposed positions shall be Onsite throughout the entire project implementation phase.

Sr. No.	Position	Qualification	Experience of execution of similar works
1	Project Manager (1 Nos)	B.E./B.Tech. Civil + MBA/ Construction Management	7 Years
2	Site Engineer (1 Nos)	B.E./B.tech. Civil	5 Years
3	Site Engineer (1 Nos)	B.E./B.tech. Electrical	5 Years
4	Site Supervisor (1 Nos)	ITI or Diploma Civil	3 years
5	Quality Control engineer	B.E/ B.Tech. Civil/QC Engineer	3 years

Manpower plan for Implementation Phase to be provided as per format provided in Section 7.5

Apart from the above –mentioned resources, the Bidder shall also propose manpower to be deployed during the Construction and maintenance phase of the Project as provided in the format Section 7.5

Any additional or support manpower shall be estimated and should be accounted for in the financial proposal by the selected bidder, so that, the project as per the scope defined and agreement are fulfilled and the project objectives are met.

SECTION 4- Award of Contract

4.1. Notification of Award

Authority will notify the successful Bidder in writing by e-mail. To be confirmed by the Bidder in writing by email followed by courier.

4.2. Signing of Contract

After the notification of award, Authority will issue Letter of Acceptance (LOA). Accordingly, a contract shall be signed between successful bidder and Authority or the agency designated by Authority. As an acceptance of the LOA, the Bidder shall sign and return back a duplicate copy of the LOA to Authority or the agency designated by the Authority. The bidder shall return the duplicate copy along with a Performance Bank Guarantee / Performance Security within 10 working days from the date of issuance of LOA.

On receipt of the Performance Bank Guarantee / Performance Security, Authority or the agency designated by Authority shall enter into a contract with the successful bidder.

4.3. Performance Bank Guarantee (PBG) / Performance Security:

Within ten (10) working days from the date of issuance of LOA, the successful Bidder shall at his own expense submit 5% of Security deposit online or Bank Guarantee or FDR from a Nationalized bank / scheduled commercial bank at the time of signing the agreement which includes EMD deposited along with the bid submission. 5% of the security deposit shall be deducted from the running bills of the contractor. After the complete work, total of 10% of the security deposit shall be retained by the BSCL.

Security deposited shall be retained by the BSCL till the completion of the project and one year of defect liability period. After successful completion of defect liability period of 1 year, security deposited will be released.

The performance bank guarantee / Performance Security shall be valid till satisfactory completion of Post Implementation Support including the Defect Liability period. The performance bank guarantee / Performance Security may be discharged / returned by Authority upon being satisfied that there has been due performance of the obligations of the bidder under the contract. However, no interest shall be payable on the performance bank guarantee / Performance Security.

In the event of the Bidder being unable to perform the contract for whatever Reason, Authority shall have the right to invoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of Authority under the contract in the matter, the proceeds of the PBG shall be payable to Authority as compensation for any loss resulting from the bidder's failure to perform/comply its obligations under the contract.

Authority shall notify the bidder in writing of the exercise of its right to receive such compensation within 40 days, indicating the contractual obligation(s) for which the bidder is in default. Authority shall also be entitled to make recoveries from the bidder's bills, performance bank guarantee / Performance Security, or from any other amount due to him, an equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.

In case the project is delayed beyond the project schedule as mentioned in RFP Vol 2, the performance bank guarantee / Performance Security shall be accordingly extended by the Bidder till completion of scope of work as mentioned in RFP Volume II.

This Performance Bank Guarantee / Performance Security shall be valid till (60) days beyond the validity period of the contract, or beyond any period of extension under the contract, if agreed.

On satisfactory performance and completion of the order in all respects and duly certified to this effect by the Project Coordinator, Contract Completion Certificate shall be issued and the PBG would be returned to the Bidder.

4.4. Warranty & Maintenance

- a. Bidder shall also provide complete maintenance support for all the proposed works as outlined in this RFP for a period of project duration [as stated in the Fact Sheet], as per the requirements provided in this RFP and all the acceptance tests are successfully concluded to the satisfaction of the client.
- b. During the Defect Liability Period, the bidder shall ensure that the construction work and goods supplied under the contract are new, unused of the most recent version/ models and incorporate all recent improvements in design and materials unless provided otherwise in the contract. The bidder further warrants that the goods supplied under this contract shall have no defects arising from design, materials or workmanship.
- c. Client or designated representatives of the bidder shall promptly notify successful bidder in writing of any claims arising under this warranty. Upon receipt of such notice, the bidder shall within the warranty period and with all reasonable speed, repair or replace the defective systems, without costs to client and within time specified and acceptable to client.
- d. If the successful bidder, having been notified, fails to remedy the defect(s) within the period specified in the contract, client may proceed to take such reasonable remedial action as may be necessary, at the successful bidder's risk and expense and without prejudice to any other rights, which client may have against the bidder under the contract.
- e. During the comprehensive defect liability period, the successful bidder shall provide all product(s) and documentation updates, patches/ fixes, and version upgrades within 15 days of their availability and should carryout installation and make operational the same at no additional cost to client.
- f. The successful bidder hereby warrants that;
 - The Project works represents a complete Project meeting all the requirements as outlined in the RFP and further amendments if any and provides the functionality and performance, as per the terms and conditions specified in the contract.
 - The proposed works shall achieve parameters delineated in the technical specification / requirement.
 - The successful bidder shall be responsible for warranty services from licensors of products included in the project works.
 - The successful bidder undertakes to ensure the maintenance of the acceptance criterion / standards in respect of the systems / project during the defect liability period.

4.5. Failure to agree with the Terms & Conditions of the RFP

Failure of the successful bidder to agree with the Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event Authority may award the contract to the next best value bidder or call for new bids. In such a case, Authority shall invoke the PBG and / or forfeit the EMD.

4.6. Miscellaneous.

1. The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts in Bareilly shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
2. The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
 - i. suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
 - ii. consult with any Bidder in order to receive clarification or further information;
 - iii. qualify or not to qualify any Bidder and/ or to consult with any Bidder in order to receive clarification or further information;
 - iv. retain any information and/ or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Bidder; and/ or
 - v. Independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.
3. It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the Bidding Process and waives, to the fullest extent permitted by applicable laws, any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.
4. Obtaining the required statutory licenses like Consent to Establish / Consent to operate / building plan approval / completion certificate alongwith any other approvals from the statutory authorities (if required / directed by Client).
5. Authority may, at its discretion reserves the right to extend the RFP submission date and amending for which the RFP is invited.
6. Authority reserves the right to accept / reject any or all RFP(s)/Proposals and to annul the process without assigning any reason thereto.

7. Authority reserves the right to define the requirements and issue another RFP/s / Tender as may be deemed necessary.
8. The Authority reserves the right to verify the particulars furnished by the bidders independently and also reserves the right to reject any proposal without assigning any reason thereof in the interests of effective implementation of the project.
9. After uploading the technical/financial bid, the original BG are to be submitted by the bidder to the concerned CEO, BSCL so as to reach before opening of the pre-qualification bid. Failure to furnish BG, entail rejection of the bid and forfeiture of the EMD. Similarly, if any of the certificates, documents etc. furnished by the bidder are found to be false/fabricated/bogus, the bidder will be black listed and the EMD forfeited.
10. The Authority may extend the dates for issue and receipt of RFP by issuing an amendment in which case all rights and obligations of the Chief Executive Officer, Bareilly Smart City Limited.
11. Authority reserves the right to define the requirements and issue another RFP/s / Tender as may be deemed necessary.
12. The Authority reserves the right to verify the particulars furnished by the bidders independently and also reserves the right to reject any proposal without assigning any reason thereof in the interests of effective implementation of the project.
13. The Authority may extend the dates for issue and receipt of RFP by issuing an amendment in which case all rights and obligations of the Chief Executive Officer, Bareilly Smart City Limited.

Section 5- Annexure 1 – Template for Pre-Bid Queries

Bidder shall submit all pre-bid queries in excel in the following format along with the name and details of the origination submitting the queries.

SL #	RFP Volume, Section	RFP page no	Content in the RFP	Clarification sought

Note:

- In case of queries with regard to RFP document, please mention the section/clause as may be applicable.
- In case of queries with regard to functional or technical requirements, please give reference of the corresponding FR/TR
- Bidders are advised to share the Pre- Bid queries in two formats, one is in excel sheet (in *.xls Format) and as well as another in signed and scanned copy of the file (in *.pdf format).

Section 6- Annexure – 2 - Formats for submission of Pre-Qualification / Technical Bid

6.1. Pre-Qualification / Technical Bid Covering Letter

Dated: 05 / MM / YY

To

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

Sub: REQUEST FOR PROPOSAL FOR "Sanjay Community Hall & Pond Complex External Development at Bareilly"

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

Dear Sir,

With reference to your "Sanjay Community Hall & Pond Complex External Development at Bareilly", we hereby submit our Pre-qualification bid / Technical Bid and Financial Bid for the same.

We hereby declare that:

- We have examined and have no reservations to the Bidding Document, including Addenda No.: (Insert the number and issuing date of each addenda);
- We hereby acknowledge and unconditionally accept that the Authority can at its absolute discretion apply whatever criteria it deems appropriate, not just limiting to those criteria set out in the RFP and related documents, in short listing of Agency for providing services.
- We offer to supply in conformity with the Bidding Document and in accordance with the delivery schedule specified in Schedule of Supply, the following Goods and Related Services:

S. No.	Description of works
1	"Sanjay Community Hall & Pond Complex External Development at Bareilly" under Implementation of the Smart City Mission in Bareilly.

- We have submitted EMD of Indian Rupees [.....] and Bid Processing fee of Indian Rupees[.....].
- We hereby declare that all information and details furnished by us in the Bid are true and correct, and all documents accompanying such application are true copies of their respective originals.
- We agree to abide by our offer for a period of 120 days from the date of opening of pre-

qualification bid prescribed by **Authority** and that we shall remain bound by a communication of acceptance within that time.

- g. We have carefully read and understood the terms and conditions of the RFP and the conditions of the contract applicable to the RFP. We do hereby undertake to provision as per these terms and conditions.
- h. In the event of acceptance of our bid, we do hereby undertake:
 - i. To supply the products and commence services as stipulated in the RFP document.
 - ii. To undertake the project services for entire contract period from the date of signing of the contract as mentioned in the RFP document.
 - iii. We affirm that the prices quoted are inclusive of, development, delivery, installation, commissioning, , and inclusive of all out of pocket expenses, taxes, levies discounts etc.
- i. We do hereby undertake, that, until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and notification of award of contract, shall constitute a binding contract between us.
- j. If our Bid is accepted, we commit to obtain a Performance Security in the amount of 10 percent of the Contract Price for the due performance of the Contract.
- k. We are not participating, as Bidders, in more than one Bid in this bidding process.
- l. We understand that the **Authority** may cancel the bidding process at any time and that **Authority** is not bound to accept any bid that it may receive without incurring any liability towards the bidder.
- m. We fully understand and agree to comply that on verification, if any of the information provided in our bid is found to be misleading the selection process, we are liable to be dismissed from the selection process or termination of the contract during the project, if selected to do so.
- n. We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

In case of any clarifications please contact on email at ceo.bscl01@gmail.com.

Thanking you,

Yours sincerely,

(Signature of the Lead bidder) Printed Name

Designation

Seal

Date: Place:

Business Address:

6.2. Company profile

A. Brief company profile (required for both bidder and consortium member)

Sl. No.	Particulars	Description or details
1.	Name of Bidder	
2.	Legal status of Bidder (Registered Contractor, Sole Proprietor, Partnership Firm, company, Pvt. Ltd., LLP etc.)	
3.	Bidder's actual or intended country of registration (Indicate Country of Constitution)	
4.	Bidder's actual or intended year of incorporation (Incorporation / Registration date and number)	
5.	GST number	
6.	PAN details	
7.	Bidder's legal address (In country of Registration)	
8.	Main business of the Bidder	
9.	Registered office address	
10.	Primary Contact Person (Name, Designation, address, mobile number, fax, email)	
11.	Secondary Contact Person (Name, Designation, address, mobile number, fax, email)	
12.	EMD details	

Note:

Attached are copies of original documents of article of incorporation (or equivalent documents of constitution or association), and / or registration documents of the legal entity named above.

Include are the organizational chart, a list of Board of Directors and the beneficial ownership.

B. Certificate of Incorporation / Registration (required for bidder members)

C. Financial Turnover

The financial turnover of the company is provided as follows:

	2016-17	2017-18	2018-19
Annual Turnover			

Copy of audited financial statements or declaration from the appointed statutory auditor/ CA to be provided as proof of the financial turnover.

Positive net worth, as on the last date of latest audited financial year. Copy of self-certified statutory auditor certificate by CA and audited Balance sheet to be submitted along with the bid.

Fiscal Criteria of the Bidder

Bidder Type	Net Worth	Financial Year
Single Entity Bidder		

Fiscal Data

Amount / Value (INR, Crore)			
Description of Fiscal Information	2016-2017	2017-18	2018-19
Statement of Fiscal Position information from Balance Sheet			
Total Assets			
Total Liabilities			
Total Equity / Net Worth (NW)			
Securities (Stocks, Bonds, Mutual Funds, etc.,)			
Insurance Policies (Cash surrender value)			
Current Assets			
Current Liabilities			
Working Capital			
Information from Income Statement			
Total Revenue			
Profits Before Taxes			

Cash Flow Information			
Cash Flow from Operating Activities			

Source of Finance

Specify sources of finance to meet the cash flow requirements on works currently in progress and for future contract commitments

Serial Number	Source of Finance	In ₹ , - Crore
1		
2		
3		

Instructions:

- The Bidder/Member shall attach copies of the balance sheets, financial statements and Annual Reports for the last financial year preceding the Bid Due Date. The financial statements shall:
 - reflect the financial situation of the Bidder;
 - be audited by a statutory auditor;
 - be complete, including all notes to the financial statements; and
 - Correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).
- Net Worth shall mean (Subscribed and Paid-up Equity + Reserves) less (Revaluation reserves + miscellaneous expenditure not written off + reserves not available for distribution to equity shareholders).
- Financial Year will be the latest completed financial year, preceding the bidding. In case the Bid Due Date falls within 3 (three) months of the close of the latest financial year.
- The Bidder shall provide an Auditor's Certificate specifying the Net Worth of the Bidder and also specifying the methodology adopted for calculating such Net Worth.

Turnover* of the bidder's company in last three financial years

Description	2016-17	2017-18	2018-19	Remarks
Turnover (₹ in Cr.)				
Amount Equivalent to Current Year				
Profit after Tax (₹ in Cr.)				

* Certified copies from a registered chartered accountant shall be enclosed.

Names of three Clients from different departments to whom similar works are done in the last three financial years and to whom reference may be made by the Authority regarding the bidder's performance for timely completion of delivery, installation and after sales service support:

Description	Client1	Client 2	Client 3	Remarks
Name and Designation of Contact person				
Complete Address of the Buyer				
Telephone Number / Mobile Number				
E-mail Address				

Special Accreditations or Awards:

Other details – (If bidder wants to furnish relate to their capabilities) Declaration:

(Signature, name and designation of the authorised signatory with seal and Date)

6.3. Declaration of Non-Blacklisting

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

To,

()

Subject: Self Declaration of not been blacklisted in response to the **REQUEST FOR PROPOSAL FOR "Sanjay Community Hall & Pond Complex External Development at Bareilly"**

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

Dear Sir,

I M/s. (Sole Applicant/Lead Member/Other Member/s), (the names and addresses of the registered office) hereby certify and confirm that we or any of our promoter/s director/s are not barred or blacklisted by any state government or central government / department / agency / PSU in India or abroad from participating in Project/s, by the bidder.

We confirm that our company or firm, is currently not blacklisted in any manner whatsoever by any of the State or UT and or Central Government in India on any ground including but not limited to indulgence in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

We further confirm that we are aware our Application for the captioned Project would be liable for rejection in case any material misrepresentation is made or discovered with regard to the requirements of this RFP at any stage of selection and / or thereafter during the Contract Period.

Dated this.....Day of, 201....

Name of the Applicant

..... Signature of
the Authorised Person

..... Name of the
Authorised Person

Printed Name Designation

Seal

Dated: DD/MM/YYYY

Place:

Business Address:

6.4.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

6.5.Total Responsibility Certificate

Dated: DD/MM/YYYY

To

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

This is to certify that we undertake the total responsibility for the defect free operation of the proposals as per the requirement of the RFP for the duration mentioned in all the volumes of the RFP.

(Authorized Signatory)

Signature: Name: Designation:

Address:

Seal:

Dated: DD/MM/YYYY

6.6. Self-certificate for Project execution experience and Litigation History (In Bidding Entity's Letter Head)

This is to certify that <Name of the Bidding entity> has been awarded with < Name of the Project > as detailed under:

Name of the Project	
Client's Name, Contact no. and Complete Address	
Contract Value for the bidder (in Indian Rupees)	
Current status of the project (Completed/Ongoing)	
Activities completed by bidding entity as on bid submission date <i>(Only relevant activities as sought in the Criteria to be included)</i>	
Value of Work completed for which payment has been received from the client.	
Date of Start	
Date of Completion	
References (Name and contact details of the authorized client officials issued the project executed certifications are to be referred)	

We further confirm that we are aware our proposal for the <<Name of the RFP>> would be liable for rejection in case any material misrepresentation is made or discovered with regard to the requirements of this RFP at any stage of selection and/or thereafter during the term of the contract.

Dated this.....Day of, 201..... . (Authorized Signatory) Signature:

Name: Designation:

Bidding entity's name Address:

Seal: Date:

All above statements should be backed by corresponding experience certificate from respective employers.

Experience will be counted for the completed works and duly enclosing completion certificate from the clients.

Specific Experience of Similar Projects

Date: / /

Bidder's Name :

Date :

No. and Title :

Page _____ of _____ pages

SN	Contract Details	Elements Executed	Unit	Quantity executed	Value in Rs.
1	Contract name: Year of completion: Amount of contract: Name of Employer: Address: _				
2	Contract name: Year of completion: Amount of contract: Name of Employer: Address: _				

All quantities mentioned and the values indicated should be backed by respective certificates from the Employer.

A) Litigation History

Date: 05 / MM / YY

Bidder's Name: _____

RFP No. and Title: _____

Page _____ of _____ pages

Non-Performed Contracts			
<input type="checkbox"/> Contract non-performance did not occur since 1 st January [insert year]			
<input type="checkbox"/> Contract(s) not performed since 1 st January [insert year]			
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: [indicate main reason]	
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:	

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

6.7 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

6.8 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

Section 7- Annexure 3 – Formats for Submission of the Technical Bid

7.1. Technical Bid Check-List

Sl. No	Checklist I t e m	Compliance (Yes/No)	Page No. and Section No. in the Bid
1	Technical Bid Letter		
2	Credential summary		
3	Project Citations and Self-certifications, as applicable		
4	Project plan		
5	Compliance to Requirement (Technical / Functional Specifications)		
6	Manufacturers'/Producers' Authorization Form		
7	Anti-Collusion certificate		
8	Non-disclosure agreement		

SIGNATURE OF THE BIDDER

7.2.Credential Summary

Sl. No.	Project Name	Client Name	Client Type	Project Value (in Indian Rupees)	Project Components	Documentary evidence provided (Yes or No)	Project Status (Completed or Ongoing or Withheld)
1							
2							
3							
4							
5							
6							
7							

- Client type – Indicate whether the client is Government or PSU or Private
- Documentary evidence provided – Indicate the documentary evidence provided with the detailed project credential like work order or purchase order or completion certificate or letter of appointment
- Project Status – Completed (date of project completion) or Ongoing (project start date)

SIGNATURE OF THE BIDDER

7.3. Bidder's Experience - Client Citations

Bidder is requested to furnish the credentials in the following format for both Pre-qualification and Technical criterion. All credentials should be followed by relevant documentary proof.

Name of the Project & Location	
Client's Name and Complete Address	
Narrative description of project Contract Value for the bidder (in Indian Rupees)	
Date of Start	
Date of Completion	
Activities undertaken by prime bidder or consortium member	

Note: If the project is ongoing, bidder must clearly specify which of the stages/phases/milestones are completed and which are ongoing and at what stage of completion and produce a self- certificate as per the format provided.

SIGNATURE OF THE BIDDER

7.4 Details of Resources proposed

Sl. No.	Designation	Name	Highest Degree	Basic Qualification	Certifications	Total Experience (In Years)
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						

7.5 Curriculum Vitae (CV) of Team Members

1	Name:			
1.	Proposed position or role	(only one candidate shall be nominated for each position)		
2.	Date of Birth	Nationality		
3.	Education	Qualification	Name of School or College or University	Degree Obtained
				Year of Passing
4.	Years of experience			
5.	Areas of Expertise and no. of years of experience in this area	(as required for the Profile)		
6.	Certifications and Trainings attended			
7.	Employment Record	Employer	Position	From
				To
		[Starting with recent position and last 2 firms, list in reverse order, giving for each employment: dates of employment, name of employing organization, positions held.]		

8.	Detailed Tasks Assigned	(List all tasks to be performed under this project)	
9.	Relevant Work Undertaken that Best Illustrates the experience as required for the Role		
		Name of assignment	
		Year	
		Location	
		Employer	
		Main project features	
		Position held	
		Activities performed	
		Name of assignment	
		Year	
		Location	
		Employer	
		Main project features	
		Position held	
		Activities performed	

Compliance to Requirement (Technical / Functional Specifications)

The bidder should provide compliance to the requirement specifications (both technical and functional) specified in the RFP. The same should be produced here, and compliance against each requirement line item should be marked.

7.6 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 "<<Name of the RFP>>" 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 thisDay of, 201...

Place:

.....
(Name of the Bidder)

.....
(Signature of the Bidder / Authorised Person)

.....
(Name of the Authorised Person)

Seal

Business Address:

Section 8- Annexure 4 – Formats for Submission of the Financial Bid

8.1 Preamble

1. The Price Schedule shall be prepared in compliance with the Instructions to Bidders, General and Particular Conditions of Contract.
2. A rate or price shall be entered against each item in the Priced schedule. The cost of Items against which the Bidder/ Service Provider has failed to enter a rate or price shall be deemed to be covered by other rates and prices entered in the Price Schedule and that component work shall be executed free of cost.
3. The whole cost, complying with the provisions of the Contract, shall be included in the Items provided in the Priced Schedule, and where no Items are provided, the cost shall be deemed to be distributed among the rates and prices entered for the related Items of Work.

Financial Bid

- i. The Bidder has to provide the financial bid in the formats as given here. Bidders shall give the required details of all applicable taxes, duties, other levies and charges etc. in respect of direct transaction between Authority and the Bidder. **The financial bid must be uploaded on e-procurement portal only and should not be printed or submitted with Prequalification / Technical Bid.**
- ii. Bidders shall quote for the entire scope of contract on a “overall responsibility” basis such that the total bid price covers Bidder’s all obligations mentioned in or to be reasonably inferred from the bidding documents
- iii. Prices quoted by the Bidder shall remain firm during the entire contract period and not subject to variation on any account.
- iv. The bidders shall quote in their proposals all items based on item rate price as per schedules provided for the entire scope.
- v. The prices quoted shall be inclusive of all taxes and duties. For the purpose of clarity, applicable taxes as on the date of submission of bid shall be considered.
- vi. **All priced quotations should be in Indian Rupees only.** – Bidders are requested to quote the price in figures and as well as in the words in the space provided.
- vii. The bidder should quote his lowest firm prices valid for the duration and completion of the contract. No enhancement of prices for what so ever reason will be allowed once the offer is accepted.
- viii. The prices quoted by the Bidder shall be fixed.
- ix. A bid submitted with an adjustable price quotation shall be treated as non-responsive and rejected.
- x. Any conditional bid with any deviations from the terms and conditions of RFP shall be disqualified.

General

1. The Schedules do not generally give a full description of the items, equipment to be supplied and the services to be performed under each item. Bidders shall be deemed to have read the Technical

Specifications and other sections of the bidding documents and reviewed the Drawings to ascertain the full scope of the requirements included in each item prior to filling in the rates and prices. The entered rates and prices shall be deemed to include for the full scope as aforesaid, including overheads and profit.

2. If bidders are unclear or uncertain as to the scope of any item, they shall seek clarification in accordance with the Instructions to Bidders in the bidding documents prior to submitting their bid.

Pricing

3. As specified in the Conditions of Contract, prices shall be fixed and firm for the duration of the Contract.
4. Bid prices shall be quoted in the manner indicated and, in the currencies, specified in the Instructions to Bidders in the bidding documents.

For each item, bidders shall complete each appropriate column in the respective Schedules, giving the price breakdown as indicated in the Schedules.

Prices given in the Schedules against each item shall be for the scope covered by that item as detailed in the Technical Specifications, Drawings or elsewhere in the bidding documents.

5. Where there are errors between the total of the amounts given under the column for the price breakdown and the amount given under the Total Price, the former shall prevail and the latter will be corrected accordingly.

Where there are discrepancies between amounts stated in figures and amounts stated in words, the amounts stated in words shall prevail.

6. Payments will be made to the Contractor in the currency or currencies indicated under each respective item.
7. Items left blank will be deemed to have been included in other items. The bidder has to execute that item at ZERO rates.

8.2 Financial Bid

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

Sub: Financial Bid for **"Sanjay Community Hall & Pond Complex External Development at Bareilly"**.

Ref: Your RFP Notification No. _____ dated _____

Dear Sir,

Having gone through this RFP document and having fully understood the Scope of the Project and the Scope of Work for the Project as set out by AUTHORITY in the RFP. I / we are pleased to inform that I / we would deploy the following resources for undertaking the entire activities involved in this RFP No. We also quote the amount that we would be charging from the Authority. The quote is inclusive of all applicable taxes and charges.

A. Estimate Summary

PACKAGE -COST ESTIMATE - SANJAY COMMUNITY COMPLEX		
Summary of Estimated Cost		
Sr. No.	Description	Amount (Rs.)
1	Civil and interior works	
2	ELECTRICAL	
4	Plumbing	
5	Fire Fighting	
6	External Development and pond area	
	Total	
ESTIMATED COST- ANNEXE BUILDING		
1	Civil work Annexe building & Food Kiosks	
2	ELECTRICAL Annexe building	
3	Plumbing	
4	HVAC	
5	Furniture	
	Total	
	Grand Total (A+B) inclusive of taxes as per present day	

- The price bid shall necessarily include the assumptions made by the Bidder while arriving at the quoted financial offer.
- The Bidder has to provide detailed item rate quotation as per Section 12 Annexure 9.

- The evaluation committee may further ask for detailed rate analysis and calculations made in arriving at this financial offer, if required.

I / we have reviewed all the terms and conditions of the RFP and would undertake to abide by all the terms and conditions contained therein. I / we hereby declare that there are and shall be no deviations from the stated terms in the RFP Document.

We the undersigned, examined the conditions of contract, specification, special conditions of contract, basic parameters of the proposed scheme and subsequent Addendums for the above-mentioned works. We have examined understood and checked these documents and have ascertained that there is no ambiguity in the employer's requirement. We accordingly offer to complete the work in conformity with such documents for the lumpsum price as given here under.

We agree to take up the work of as per the Employers requirements at an Item Rate Contract basis. The estimated price of the project is

..... (in figures)

..... (in words).

If this offer is accepted we will provide the specified performance security, commence the work within 15 days from the date of issue of letter of acceptance and complete the work within accordance with the above named documents within the period stipulated for completion. We guarantee that the works will then confirm with the performance security included in the RFP.

We understand that you are bound to accept the lowest or any RFP you may receive.

Yours faithfully,

For and on behalf of (*Name of Bidder*)

.....

Duly signed by the Authorised Signatory of the Bidder

(Name, Designation, Address and official stamp)

Date: DD/MM/YYYY

Section 9- Annexure 5 – 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>)

11. 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)

Section 10- Annexure 6 – Non-Disclosure Agreement

WHEREAS, we the undersigned Bidder, _____, having our principal place of business or registered office at, are desirous of bidding for RFP No. <<>> dated <<DD-MM-2020>> Request for Proposal [RFP] for selection of "<<Name of the RFP>>" (hereinafter called the said 'RFP') to the "Bareilly Smart City Limited", hereinafter referred to as 'Authority'

And,

WHEREAS, the Bidder is aware and confirms that the Authority's business or operations, information, application or software, hardware, business data, architecture schematics, designs, storage media and other information or documents made available by the Authority in the RFP documents during the bidding process and thereafter, or otherwise (confidential information for short) is privileged and strictly confidential and or proprietary to the Authority,

NOW THEREFORE, in consideration of disclosure of confidential information, and in order to ensure the Authority's grant to the Bidder of specific access to Authority's confidential information, property, information systems, network, databases and other data, the Bidder agrees to all of the following conditions.

It is hereby agreed as under:

1. The confidential information to be disclosed by the Authority under this Agreement ("Confidential Information") shall include without limitation, any and all information in written, representational, electronic, verbal or other form relating directly or indirectly to processes, methodologies, algorithms, risk matrices, thresholds, parameters, reports, deliverables, work products, specifications, architecture, project information, security or zoning strategies & policies, related computer programs, systems, trend analysis, risk plans, strategies and information communicated or obtained through meetings, documents, correspondence or inspection of tangible items, facilities or inspection at any site to which access is permitted by the Authority.
2. Confidential Information does not include information which:
 - a. the Bidder knew or had in its possession, prior to disclosure, without limitation on its confidentiality;
 - b. information in the public domain as a matter of law;
 - c. is obtained by the Bidder from a third party without any obligation of confidentiality;
 - d. the Bidder is required to disclose by order of a competent court or regulatory authority;
 - e. Is released from confidentiality with the written consent of the Authority.

The Bidder shall have the burden of proving hereinabove are applicable to the information in the possession of the Bidder.

3. The Bidder agrees to hold in trust any Confidential Information received by the Bidder, as part of the Bid process or otherwise, and the Bidder shall maintain strict confidentiality in respect of such Confidential Information, and in no event a degree of confidentiality less than the Bidder uses to protect its own confidential and proprietary information. The Bidder also agrees:
 - a. to maintain and use the Confidential Information only for the purposes of bidding for this RFP and thereafter only as expressly permitted herein;
 - b. to only make copies as specifically authorized by the prior written consent of the Authority and with the same confidential or proprietary notices as may be printed or displayed on the original;
 - c. to restrict access and disclosure of Confidential Information to their employees, agents and representatives strictly on a "need to know" basis, to maintain confidentiality of the Confidential Information disclosed to them in accordance with this clause; and
 - d. To treat Confidential Information as confidential unless and until Authority expressly notifies the Bidder of release of its obligations in relation to the said Confidential Information.
4. Notwithstanding the foregoing, the Bidder acknowledges that the nature of activities to be performed as part of the Bid process or thereafter may require the Bidder's personnel to be present on premises of the Authority or may require the Bidder's personnel to have access to software, hardware, computer networks, databases, documents and storage media of the Authority while on or off premises of the Authority. It is understood that it would be impractical for the Authority to monitor all information made available to the Bidder's personnel under such circumstances and to provide notice to the Bidder of the confidentiality of all such information.

Therefore, the Bidder shall disclose or allow access to the Confidential Information only to those personnel of the Bidder who need to know it for the proper performance of their duties in relation to this project, and then only to the extent reasonably necessary. The Bidder will take appropriate steps to ensure that all personnel to whom access to the Confidential Information is given are aware of the Bidder's confidentiality obligation. Further, the Bidder shall procure that all personnel of the Bidder are bound by confidentiality obligation in relation to all proprietary and Confidential Information received by them which is no less onerous than the confidentiality obligation under this agreement.

5. The Bidder shall establish and maintain appropriate security measures to provide for the safe custody of the Confidential Information and to prevent unauthorized access to it.
6. The Bidder agrees that upon termination or expiry of this Agreement or at any time during its currency, at the request of the Authority, the Bidder shall promptly deliver to the Authority the Confidential Information and copies thereof in its possession or under its direct or indirect control, and shall destroy all memoranda, notes and other writings prepared by the Bidder or its Affiliates or directors, officers, employees or advisors based on the Confidential Information and promptly certify such destruction.
7. Confidential Information shall at all times remain the sole and exclusive property of the Authority. Upon completion of the Bid process and or termination of the contract or at any time during its currency, at the request of the Authority, the Bidder shall promptly deliver to the Authority the Confidential Information and

copies thereof in its possession or under its direct or indirect control, and shall destroy all memoranda, notes and other writings prepared by the

Bidder or its Affiliates or directors, officers, employees or advisors based on the Confidential Information within a period of sixty days from the date of receipt of notice, or destroyed, if incapable of return. The destruction shall be witnessed and so recorded, in writing, by an authorized representative of the Authority. Without prejudice to the above the Bidder shall promptly certify to the Authority, due and complete destruction and return. Nothing contained herein shall in any manner impair rights of the Authority in respect of the Confidential Information.

8. In the event that the Bidder hereto becomes legally compelled to disclose any Confidential Information, the Bidder shall give sufficient notice and render best effort assistance to the Authority to enable the Authority to prevent or minimize to the extent possible, such disclosure. Bidder shall not disclose to a third party any Confidential Information or the contents of this RFP without the prior written consent of the Authority. The obligations of this Clause shall be satisfied by handling Confidential Information with the same degree of care, which the Bidder applies to its own similar Confidential Information but in no event less than reasonable care.

For and on behalf of:

(BIDDER)

Authorized Signatory

Office Seal:

Name:

Place:

Designation:

Date :

Section 11- Annexure 7 - Format for Power of Attorney to Authorize Signatory

POWER OF ATTORNEY

[To be executed on non-judicial stamp paper of the appropriate value in accordance with relevant Stamp Act. The stamp paper to be in the name of the company who is issuing the power of attorney.]

We, M/s. (name of the firm or company with address of the registered office) hereby constitute, appoint and authorize Mr. or Ms. (Name and residential address) who is presently employed with us and holding the position of , as our Attorney to do in our name and our behalf all such acts, deeds or things necessary in incidental to submission of our Bid of the Project (name of the Project), including signing and submission of the Bid and all other documents related to the bid, including but not limited to undertakings, letters, certificates, acceptances, clarifications, guarantees or any other documents, participating in the meetings, responding to queries, submission of information / responses which the Bareilly Smart City Limited may require us to submit and the aforesaid Attorney is further authorized for making representations to the Bareilly Smart City Limited, Bareilly or any other Government Agency or any person, in connection with the works until culmination of the process of bidding till the Project Agreement is entered into with Bareilly Smart City Limited and thereafter till the expiry of the Project Agreement.

We hereby agree to ratify all acts, deeds and things lawfully done by our said Attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid Attorney shall be binding on us and shall always be deemed to have been done by us.

All the terms used herein but not defined shall have the meaning ascribed to such terms under this RFP.

Signed by the within named..... (Insert the name of the executant company) through the hand of Mr. duly authorized by the Board to issue such Power of Attorney

Dated this day of

Accepted

Signature of Attorney

(Name, designation and address of the Attorney)

Attested

Signature of Executant

(Name in Block Letters, designation and address of the Executant)

.....
Signature and Stamp of Notary of the place of execution

Common Seal of has been affixed in my / our presence pursuant to Board of Director's Resolution dated.....

WITNESS

Witness 1: Witness 2:

Name Name

Designation Designation

Notes:

- a. *To be executed by all the members individually.*
- b. *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 of the executant affixed in accordance with the required procedure Further, the person whose signatures are to be prescribed on the Power of Attorney shall be duly authorized by the executant(s) in the regard.*
- c. *The person authorized under this Power of Attorney, in the case of the bidding Company / Lead Member being a public company or a private company which is a subsidiary of a public company, in terms of the Companies Act 1956, with a paid up share capital of more than Rupees of Five Crores, should be the Managing Director / whole time director / manager appointed under section 269 of the Companies Act, 1956. In all cases the person authorized should be a director duly authorized by a board of resolution duly passed by the company.*
- d. *Also, wherever required, the executant(s) should submit for verification the extract of the chartered documents and documents such as a Board Resolution / Power of Attorney, in favour of the person executing the power of Attorney for delegation of power hereunder on behalf of the executant(s).*
- e. *For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued.*

**SECTION 11 - ANNEXURE 8- DRAFT MEMORANDUM OF UNDERSTANDING
(MOU)
FOR JOINT VENTURE / CONSORTIUM PARTICIPATION**

BETWEEN

M/s.....having its registered office at..... (hereafter referred to as) acting as the Lead Partner of the first part. And
M/s.....having its registered office at.....(hereafter referred to as '.....') in the capacity of a Joint Partner/ Consortium Partner of the other part.

The expressions of.....andshall whatever the context admits, mean and include their respective legal representatives, successors-in-interest and assigns and shall collectively be referred to as "the Parties" and individually as "the Party"

WHEREAS; Bareilly Smart City Limited (hereinafter referred to as "Client") has invited bids for.....(insert name of work).....

" NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The following documents shall be deemed to form and be read and construed as an integral part of this MOU.
 - i. Notice for bid, and
 - ii. Tender document
 - iii. Any Addendum / Corrigendum issued by (Bareilly Smart City Limited)
 - iv. The Tender submitted on our behalf jointly by the Lead partner.
2. The 'Parties' have studied the documents and have agreed to participate in submitting a 'Tender' jointly.
3. The name of the Joint Venture firm shall be_____.
4. M/s..... shall be the lead member of the JV / Consortium for all indents and purpose and shall represent the Joint Venture in its dealing with Client. For the purpose of submission of Tender proposals, the parties agree to nominate as the leader duly authorized to sign and submit all documents and subsequent clarifications, if any, to the Client. However, M/s..... shall not submit any such proposals, clarifications or commitments before securing the written clearance of the other partner which shall be expeditiously given by M/s..... to M/s.....
5. The 'Parties' have resolved that the distribution of share and responsibilities is as under:
 - a) Lead Partner share.....%;
Responsibilities .
 - i).....

- ii).....
- iii).....

b) Joint Venture / Consortium Partner's share.....%

Name.....

Responsibilities

i).....

ii).....

iii).....

6. **JOINT AND SEVERAL RESPONSIBILITIES**

The Parties undertake that they shall be jointly and severally liable to the client in the discharge of all the obligations and liabilities as per the contract with the client and for the performance of contract awarded to their JV / Consortium partners

7. **ASSIGNMENT AND THIRD PARTIES** The parties shall co-operate throughout the entire period of this MOU on the basis of exclusively and neither of the parties shall make arrangement or enter into agreement either directly or indirectly with any other party or group of parties on matters relating to the Project except with prior written consent of the other party.

8. **EXECUTIVE AUTHORITY** The said Joint Venture/ The Lead Bidder (in case of Consortium partners) through its authorized representative shall receive instructions, payments from the client. The management structure for the project shall be prepared by mutual consultations to enable completion of project to quality requirements within permitted cost and time.

9. **GUARANTEES AND BONDS** Till the award of the work, the lead partner shall furnish Earnest Money and all other bonds/guarantees to the Client on behalf of the Joint Venture, which shall be legally binding on all the partners of the Joint Venture.

10. **INDEMNITY** Each party hereto agrees to indemnify the other party against its respective parts in case of breach / default of the respective party of the contract works of any liabilities sustained by the Joint Venture.

11. For the execution of the respective portions of works, the parties shall make their own arrangements to bring the required finance, plants and equipment, materials, manpower and other resources.

12. **DOCUMENTS & CONFIDENTIALITY** Each party shall maintain in confidence and not use for any purpose related to the Project all commercial and technical information received or generated in the course of preparation and submission of the bid.

13. **ARBITRATION** Any dispute, controversy or claim arising out of or relating to this agreement shall be settled in the first instance amicably between the parties. If an amicable settlement cannot be reached as above, the Settlement of disputes in connection with the contract will be dealt with and governed by Clause 63 & 64 of General Condition of Contract for Works as amended upto date. The Venue of the arbitration shall be Bareilly.

14. **VALIDITY** This MOU/ JV/ Consortium Partners Agreement shall remain in force till the

occurrence of the earliest to occur of the following unless by mutual consent, the parties agree in writing to extend the validity for a further period.

- a. The Tender submitted by the joint venture is declared unsuccessful, or
- b. Cancellation / shelving of the project by the client for any reasons prior to award of work.
- c. Execution of detailed JV agreement by the parties, setting out detailed terms after award of work by the client.

15. This MOU is drawn in.....number of copies with equal legal strength and status. One copy is held by M/s..... and the other by M/s..... & M/s..... and a copy submitted with the proposal.

16. This MOU shall be construed under the laws of India.

17. **NOTICES** Notices shall be given in writing by Fax confirmed by registered mail or commercial courier to the following Fax numbers and addresses.

Lead Partner

.....

.....

(Name and Address)

Ph: no:

Email:

Other Partner

.....

.....

(Name and Address)

Ph no.

Email:

IN WITNESS WHERE OF THE PARTES, have executed this MOU the day, month and year first before written.

M/s.....

.....

(Seal)

M/s.....

.....

(Seal)

Witness:

1.....(Name & Address)

2.....(Name & Address)

DETAILS OF PARTICIPATION IN THE JOINT VENTURE / CONSORTIUM PARTNERS

Participation Details	FIRM 'A' (Lead Member)	FIRM 'B' (Member)	FIRM 'C' (Member)
Financial			
Name of the Banker(s)			
Planning			
Key professional /Development Professional			
Execution of Consultancy Services (Give details on contribution of each)			
Design and up to Bid process			
Implementation support			

Section 12- Annexure 9 – Detailed Bill Of Quantity Attached

PACKAGE -COST ESTIMATE - SANJAY COMMUNITY COMPLEX		
Summary of Estimated Cost		
Sr. No.	Description	Amount (Rs.)
1	External Development and pond area including civil works	
2	ELECTRICAL	
3	Plumbing	
4	Fire Fighting	
	Total	-

Notes

1. All rates quoted are inclusive of GST, taxes, duties, CESS etc, as applicable.
2. All approved makes shall be followed or equivalent make got approved from Engineer-in-charge.
3. All samples to be got approved from Engineer-in-charge.
4. All shop drawings and fabrication drawings to be submitted by contractor for approval by engineer-in-charge before procurement and installation.
5. The Rates quoted shall be considered final and there shall be no escalation during the contract period. Further, the quantity may vary as per on-site works. The detailed measurement book of works shall be submitted by contractor and certified by engineer-in-charge for the billing purposes.
6. All terms specified in the RFP document shall be applicable and followed.

Part - 1 External Development and pond area including civil works				
Sl. No	Description of Items	Unit	Qty	Amount
	SH-1: EARTH WORK			
1	Excavation in foundation in ordinary soil, loame, clay or sand including lift upto 1.5 m and lead upto 30 m including filling watering and ramming of excavated earth in to the trenches or in to the space between the building & the side of foundation trenches or in to the plinth , removal & disposal of surplus earth as directed by the engineer in charge upto a distance of 30 m from the foundation trenches . (Excluding royalty)	cum	4,453.00	
2	Add to above item for every additional 30 m, lead or part of 30m . Or for every additional 1.5 m , lift or part of 1.5 m	cum	200.00	
3	Extra rates for quantities of works, executed :			
4	In or under foul position, including pumping out water as required (25% EXTRA)	cum	15,510.00	
5	Pumping out water caused by springs, tidal or river seepage, broken water mains or drains and the like.	kilo ltr	15,510.00	

	SH-2: CONCRETE WORK - (approved makes for cement area - Ultratech, ACC, Ambuja or equivalent as approved by engineer-in-charge)			
6	Providing and laying in Cement concrete 1:4:8 (1 Cement: 4 approved Coarse sand: 8 Coarse aggregate) size of aggregate shall be 4cm gauge or as approved including supply of all material labor, T&P etc. required for proper completion of the work.	cum	694.60	
	Design mix M-25 grade cement concrete for reinforced cement concrete work, using cement content as per approved design mix, including pumping of concrete to site of laying but excluding the cost of centering, shuttering, finishing and reinforcement, including admixtures in recommended proportions as per IS: 9103 to accelerate, retard setting of concrete, improve workability without impairing strength and durability as per direction of Engineer-in-charge. (Note :- Cement content considered in this item is @ 330 kg/cum. Excess/ less cement used as per design mix is payable/recoverable separately).			
7	All works upto plinth level	cum	245.11	
8	All works above plinth level upto floor level	cum	71.00	
	Centering and shuttering including strutting, propping etc. and removal of form for :			
9	Foundations, footings, bases of columns, etc. for mass concrete	sqm	295.00	
10	Suspended floors, roofs, landings, balconies and access platform	sqm	70.80	
11	Stairs, (excluding landings) except spiral staircase	sqm	20.00	
12	Lintels, beams, plinth beams, girders, bressumers and cantilevers sqm	sqm	85.40	
13	Columns, Pillars, Piers, Abutments, Posts and Struts sqm	sqm	70.80	
	R.C.C Work with cement approved coarse sand and 2 cm (3/4") gauge approved stone ballast in the proportion of 1 :2:4 in lintels of doors and windows excluding supply of reinforcement and its binding but including it fixing and binding the same with 24 BWGGI binding wire and including supply of all materials , labour and T&P etc required for proper completion of the work . binding wire cost being included in the item			
14	As in item no - 283 but in R.C.C raft foundation and footing with 4 cm . Gauge appoved stone ballast proportion of 1:1.5:3	cum	50.00	
15	As in item no - 283 but in R.C.C T beam and slabs roof and column in the proportion of 1:1.5:3	cum	20.00	
	SH-3: STEEL W O R K - (APPROVED MAKE - Tata, Jindal, Sail or equivalent as approved by engineer-in-charge)			
16	Mild steel or iron work of small size and sections such as holding down bolts, hold fast tie rods, gratings etc. (when not included in an over all rates) wrought to required form, including of supply of steel, boalts nuts and wastage etc. and there fixing required for proper completion of work.	qtl	36.97	

17	same as in item no. 502 but of fabrication of door and window frame including cost of hinges.	qtl	5.00	
18	same as item no. 502 but of fabrication of grill and stair case railing	qtl	75	
19	Mild steel or iron in plain work such as reinforced concrete or reinforced brickwork (when not included in an over all rates) wrought to required shape as necessary including bending for proper completion of the work and including supply of all steel and watsage and overlap and hooks .	per qtl	386.11	
20	Providing and fixing concertina coil fencing with punched tape concertina coil 600 mm dia 10 metre openable length (total length 90 m), having 50 nos rounds per 6 metre length, upto 3 m height of wall with existing angle iron 'Y' shaped placed 2.4 m or 3.00 m apart and with 9 horizontal R.B.T. reinforced barbed wire, stud tied with G.I. staples and G.I. clips to retain horizontal, including necessary bolts or G.I. barbed wire tied to angle iron, all complete as per direction of Engineer-in-charge, with reinforced barbed tape(R.B.T.) / Spring core (2.5mm thick) wire of high tensile strength of 165 kg/ sq.mm with tape (0.52 mm thick) and weight 43.478 gm/ metre (cost of M.S. angle, C.C. blocks shall be paid separately)	rm	400	
SH-4: BRICK W O R K				
21	First Class brickwork in 1:6 cement and coarse sand mortar in foundation and plinth including supply of all materials, labour and T&P etc. required for proper completion of work.	cu.m.	10	
	As per item no. 303 above but in 1:5 cement and coarse sand			
22	As in item no. 303 & 304 above but in super-structure, including necessary cutting and moulding of bricks as required and including honey comb brick work, thickness of wall not to be less than 1.5 brick thick. Add for extra labour to above items.	cum	321.00	
23	As in item no. 309 above but for wall of one brick thick.Add for extra labour over item no. 309(4910+335+320=5565)	per cum	10.00	
24	As in item no. 309 above but for wall of half brick (4.5") thick. Add for extra labour over item no.(480+5236= 5716	cum	12.00	
25	2cm 3/4" thick damp proof coarse with cement and approved coarse sand 1:2 and including water proofing materials as ordered by the Engineer-in-charge in the proportion as specified by the manufacturers including supply of all materials, labour and T&P etc. required for proper completion of the work and including proper curing and shuttering as necessary.	Sqm	104.00	
SH-5: FINISHING WORK - PLASTERING AND PAINTING				
26	15mm cement plaster on the rough side of single or half brick wall of mix :			
27	1:6 (1 cement: 6 fine sand)	sqm	1,766.00	
28	12 mm Thick plaster with kankar lime over brick minimum thickness not to be less than 3/8" (10mm) thick including supply of all materials, labour and T&P etc. required for proper completion of the work			
29	As in item 579 above but with cement and coarse sand mortar(1:6)	per sqm	65.00	

30	Providing and applying 2.5 mm thick road marking strips (retroreflective) of specified shade/ colour using hot thermoplastic material by fully/ semi automatic thermoplastic paint applicator machine fitted with profile shoe, glass beads dispenser, propane tank heater and profile shoe heater, driven by experienced operator on road surface including cost of material, labour, T&P, cleaning the road surface of all dirt, seals, oil, grease and foreign material etc. complete as per direction of Engineer-in-charge and accordance with applicable specifications.	Sqm	200	
31	Providing and applying plaster of paris putty of 2 mm thickness over plastered surface to prepare the surface even and smooth complete.	Sqm	3,197.00	
32	Applying one coat of cement primer of approved brand and manufacture on wall surface	per sqm	3197.00	
	Finishing with Deluxe Multi surface paint system for interiors and exteriors using Primer as per manufacturers specifications :, APPROVED MAKES - ASIAN , BERGER , NEROLAC, DULUX or equivalent as approved by engineer-in-charge.			
33	Two or more coats applied on walls @ 1.25 ltr/10 sqm over and including one coat of Special primer applied @ 0.75 ltr /10 sqm	Sqm	3,197.00	
34	Painting with synthetic enamel paint of approved brand and manufacture to give an even shade : Two or more coats on new work APPROVED MAKES - ASIAN , BERGER , NEROLAC, DULUX or equivalent as approved by engineer-in-charge.	sqm	500.00	
35	Providing and applying white cement based putty of average thickness 1 mm, of approved brand and manufacturer, over the plastered wall surface to prepare the surface even and smooth complete. , BIRLA WHITE , Walplast, JK	sqm	1,000.00	
	SH-6: FLOORING WORK			
36	Making plinth protection 50mm thick of cement concrete 1:3:6 (1 cement: 3 coarse sand : 6 graded stone aggregate 20 mm nominal size) over 75mm thick bed of dry brick ballast 40 mm nominal size, well rammed and consolidated and grouted with fine sand, including necessary excavation, leveling & dressing & finishing the top smooth.	sqm	12.00	
37	Kota stone slab flooring over 20 mm (average) thick base laid over and jointed with grey cement slurry mixed with pigment to match the shade of the slab, including rubbing and polishing complete with base of cement mortar 1 : 4 (1 cement : 4 coarse sand) :			
38	25 mm thick	sqm	554.00	
39	Providing and fixing 1st quality ceramic glazed wall tiles conforming to IS: 15622 (thickness to be specified by the manufacturer), of approved make, in all colours, shades except burgundy, bottle green, black of any size as approved by Engineer-in-Charge, in skirting, risers of steps and dados, over 12 mm thick bed of cement mortar 1:3 (1 cement : 3 coarse sand) and jointing with grey cement slurry @ 3.3kg per sqm, including pointing in white cement mixed with pigment of matching shade complete. approved makes (somany , kajaria , nitco , jhonson OR EQUIVALENT)	sqm	250.00	

40	Providing and laying vitrified floor tiles in different sizes (thickness to be specified by the manufacturer) with water absorption less than 0.08% and conforming to IS: 15622, of approved make, in all colours and shades, laid on 20mm thick cement mortar 1:4 (1 cement : 4 coarse sand), jointing with grey cement slurry @ 3.3kg/sqm including grouting the joints with white cement and matching pigments etc., complete.			
	Size of Tile 600x600 mm . approved makes (somany , kajaria , nitco , jhonson)	sqm	50.00	
41	Providing and laying Ceramic glazed floor tiles of size 300x300 mm (thickness to be specified by the manufacturer) of 1st quality conforming to IS : 15622 of approved make in colours such as White, Ivory, Grey, Fume Red Brown, laid on 20 mm thick cement mortar 1:4 (1 Cement : 4 Coarse sand), jointing with grey cement slurry @ 3.3kg/sqm including pointing the joints with white cement and matching pigment etc., complete. approved makes (somany , kajaria , nitco , jhonson)	sqm	50.00	
42	Providing and fixing 18 mm thick gang saw cut, mirror polished, premoulded and prepolished, machine cut for kitchen platforms, vanity counters, window sills, facias and similar locations of required size, approved shade, colour and texture laid over 20 mm thick base cement mortar 1:4 (1 cement : 4 coarse sand), joints treated with white cement, mixed with matching pigment, epoxy touch ups, including rubbing, curing, molding and polishing to edges to give high gloss finish etc. complete			
43	Granite of any colour and shade			
a	Area of slab up to 0.50 sqm	sqm	60.00	
b	Area of slab over 0.50 sqm	sqm	1,827.00	
44	Providing and fixing 12 mm thick prelaminated particle board flat pressed three layer or graded wood particle board conforming to IS: 12823 Grade I Type II, in panelling fixed in aluminum doors, windows shutters and partition frames with C.P. brass / stainless steel screws etc. complete as per architectural drawings and directions of engineer-in-charge.			
	Pre-laminated particle board with decorative lamination	sqm	15.00	
45	Providing & Applying high quality acrylic modified resin based texture of Dholpur/Red sand stone Pattern with anti algae and UV resistance properties to be applied as intermediate finish in desired pattern @ 43.04 kgs/10 sqm to form film of 1-1.5 mm thickness after scrapping and properly cleaning the surface to remove loose particles from the plaster surface, followed by top coating with Premium Acrylic Smooth exterior paint with Silicone additives of required shade by two or more coats @ 1.43 litres/10 sqm, complete as the direction of Engineer -in-Charge	sqm	200.00	
46	ENGINEERED Wooden Flooring : Providing & fixing engineered Wooden Flooring (15mm approx) as approved with PVC & foam underlay, inclusive of 100mm skirting, profiles, junctions, door profile, fully installed with glue less interlocking mechanism including all profile . Approved makes Armstrong, Kronotex, pergo or equivalent	sqm	36.00	

47	Providing and fixing 300 x300 commercial tiles in all colours, shades any size as approved by Engineer-in-Charge, in wall ,skirting, , over 12 mm thick bed of cement mortar 1:3 (1 cement : 3 coarse sand) and jointing with grey cement slurry @ 3.3kg per sqm, including pointing in white cement mixed with pigment of matching shade complete.	sqm	658.00	
48	deleted			
49	deleted	sqm	100.00	
	SH-7: DOOR WINDOW (approved makes for Glass - Asahi, Saint Gobain, Modi; for Aluminium - Jindal, Hindalco, AIS; for Flush Doors / laminate - century, Duro, Merino; for Hardware - dorset, Ozone, Dorma - or equivalent as approved by engineer-in-charge)			
50	For shutters of doors, windows & ventilators including providing and fixing hinges/ pivots and making provision for fixing of fittings wherever required including the cost of EPDM rubber / neoprene gasket required (Fittings shall be paid for separately)			
	Powder coated aluminium (minimum thickness of powder coating 50 micron)	KG	50.00	
51	Providing and fixing glazing in aluminium door, window, ventilator shutters and partitions etc. with EPDM rubber / neoprene gasket etc. complete as per the architectural drawings and the directions of engineer-in-charge . (Cost of aluminium snap beading shall be paid in basic item):			
	With float glass panes of 5 mm thickness (weight not less than 12.50 kg/ sqm)	sqm	50.00	
52	30 mm thick Fiberglass Reinforced Plastic (F.R.P.) flush door shutter in different plain and wood finish made with fire retardant grade unsaturated polyester resin, moulded to 3 mm thick FRP laminate all around, with suitable wooden blocks inside at required places for fixing of fittings and polyurethane foam (PUF)/Polystyrene foam to be used as filler material throughout the hollow panel, casted monolithically with testing parameters of F.R.P. laminate conforming to table - 3 of IS: 14856, complete as per direction of Engineer-in-charge.	sqm	15.00	
	SH-9: AREA DEVELOPMENT WORK			
53	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.	Sqm	4,290.00	
54	Construction of granular sub-base by providing close graded Material conforming to specifications, mixing in a mechanical mix plant at OMC, carriage of mixed material by tippers to work site, for all leads & lifts, spreading in uniform layers of specified thickness with motor grader on prepared surface and compacting with vibratory power roller to achieve the desired density, complete as per specifications and directions of Engineer-in-Charge.			
55	With material conforming to Grade-I (size range 75 mm to 0.075 mm) having CBR Value-30	cum	200.00	
	Supply & fixing of 160mm dia HDPE pipe conforming to IS 4984-(PN 10) including All necessary T & P all complete in director of engineer in charge.	Rm	2,496.00	

56	Supplying and stacking of hard stone (for stone pitching) 22.5 cm thick at site.	cum	3,320.00	
57	Dry stone pitching 22.5 cm thick laid in courses and required profile with hammer dressed stones having no side less than 15 cm, with minimum depth of 20 cm including preparing the bedding surface etc. all complete. (Payment for Stone to be made separately).	sqm	1,859.20	
58	Construction of dry lean cement concrete sub base over a prepared sub-grade with coarse and fine aggregate conforming to IS:383, the size of coarse aggregate not exceeding 25 mm, aggregate cement ratio not to exceed 15:1, aggregate gradation after blending to be as per specifications, cement content not to be less than 150 Kg/cum, optimum moisture content to be determined during trial length construction, concrete strength not to be less than 10 Mpa at 7 days, mixed in a batching plant, transported to site, for all leads & lifts, laid with a mechanical paver, compacting with 8-10 tonne vibratory roller, finishing and curing etc. complete as per direction of Engineer-in-charge.	cum	50.00	
59	Providing and laying design mix cement concrete of M-30 grade, in roads/ taxi tracks/ runways, using cement content as per design mix, using coarse sand and graded stone aggregate of 40 mm nominal size in appropriate proportions as per approved & specified design criteria, providing dowel bars with sleeve/ tie bars wherever required, laying at site, spreading and compacting mechanically by using needle and surface vibrators, levelling to required slope/ camber, finishing with required texture, including steel form work with sturdy M.S. channel sections, curing, making provision for contraction/ expansion, construction & longitudinal joints (10 mm wide x 50 mm deep) by groove cutting machine, providing and filling joints with approved joint filler and sealants, complete all as per direction of Engineer-in- charge (Item of joint fillers, sealants, dowel bars with sleeve/ tie bars to be paid separately). Note:- Cement content considered in M-30 is @ 340 kg/cum. Excess/ less cement used as per design mix is payable/ recoverable separately.			
	Cement concrete prepared with batch mixing machine	cum	398.00	
60	Extra for providing and mixing hardening compound of approved quality as per manufacturer's specification in cement concrete. . Approved makes - fibrex , fosroc, pidilite, dr.fixit or equivalent	litre	3616	
61	Providing and fixing in position pre-moulded joint filler in expansion per cm depth joints. Size is 5cm x 10cm Approved makes - fibrex , fosroc, pidilite, dr.fixit or equivalent	per cm depth joints. per cm width per m length	1200	
62	Providing and laying in position bitumen hot sealing compound for expansion joints etc. 16.46.1 Using grade 'A' sealing compound.: Size is 5cm x 10cm	per cm depth joints.	1200	

		per cm width per m length		
63	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).	cum	22.50	
64	Providing and laying of factory made 80 mm thick interlocking cement concrete tiles (30mpa) including 25 mm thick compacted bed of fine sand compacting and proper embedding/ laying of interlocking tiles levelling and dressing of surface to required level and slope, filling joints with fine sand including the cost of material, labour T&P etc. required for proper completion of work as directed by Engineer-in-charge	sqm	500.00	
65	COBBLE STONE -Providing and laying 60mm thick factory made cement concrete paver block of M -30 grade made by block making machine with strong vibratory compaction, of approved size, design & 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)	sqm	1,287.0 0	
66	GRC PAVER -Providing and laying 80mm thick factory made cement concrete paver block of M -30 grade made by block making machine with strong vibratory compaction, of approved size, design & 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)	sqm	1,467.0 0	
67	Geosynthetic Drainagewith two filtering nonwoven geotextiles having a "W" configuration as longitudinal parallel channels. Minimum thickness to be 7.2mm, with two filtering UV stabilized polypropylene nonwoven geotextile of minimum thickness of 0.75mm having pores of 150 micron and tensile strength of 8.0 kN/m and having plane flow capacity of 2.1 L / (m.s) at hydraulic gradient of 1.0 & 20 kPa pressure ,tensile strength of 18 kN/m , with mass per unit area of 740 gsm.	sqm	500.00	
68	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).	cum	10.00	
69	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) :			
	Screened through sieve of I.S. designation 20 mm	cum	100.00	
70	Supply and stacking of Ficus benjamina (green) plant of height 150-165 cm., bushy with healthy branches and lush green foliage in big size HDPE bags as per direction of the officer-incharge.			

	Ficus benamina (green) of height 150-165 cm., bushy with healthy branches and lush green foliage in big size HDPE bags	Nos	100.00	
71	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.			
	Bauhinia acuminata of height 60-75 cm. in earthen pots of size 20 cm	Nos	50.00	
72	Supply and stacking of Azadirachta indica (Neem) plant of height 120-130cm in big polybag of size 25 cm as per direction of the officer-in-charge.	Nos	50.00	
73	Providing and displaying of Areca palm plant, having ht. 1.50 m to 1.80 m with 6 to 8 suckers, well developed, fresh and healthy with lush green foliage in 25 cm size of Earthen pot / Plastic pot & as per direction of the officer-in-charge.	Nos	50.00	
74	Supply and stacking of Alstonia scholaris plant of height 150-165 cm. in bag of size 25 cm as per direction of the officer-in-charge	Nos	50.00	
75	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 than rolling the surface with light roller make the surface smoothen and light watering with sprinkler and maintenance for 30 days or more till the grass establish properly, as per direction of officer-in-charge	sqm	5,148.00	
76	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	sqm	50.00	
77	Bollard			
	SS Bollard :Fabrication & supply of SS 304 grade of Bollard as per the approved design .along2mm thick white acrylic cover fixed with adhesive or 3m tape, with wiring and one led bulb to lit up bollard. Wire will be terminated at base to further connect it with main wiring.hold fast in MS. Approved makes : kich, ozone	nos	100.00	
78	S.S DUSTBIN			
	SS DUSTBIN (NA) (MBI 001) :Fabrication & supply of SS 304 grade of Dustbin as per the approved design with hold fast in MS. Approved makes : kich, ozone,Mofna Industries or equivalent as approved by engineer-in-charge.	nos	20.00	
79	S.S BENCHES			
	SS Bench-4 Seater (2500mm long shall be made with SS-304 grade tubular pipe with lasercut fines in at equally intervals along with the low hight back rest support. Including all civil work along with foundation and flooring with concrete footpath tiles complete as per satisfactory by site in-charge. Approved make - ozone , kich or equivalent	nos	34.00	
80	SENTRY POST			

	Sentry Post - Shop drawing, design, installation detail and specification to be submitted by contractor for approval of engineer-in-charge before procurement.			
	Side wall panel materia - I MS sheet Cofmg. to IS 1079 / latest Door panel material - 18 gauge MS corrugated sheet Window panel material Polycarbonate sheet of 6 mm thick. Door and Window canopy material 18 gauge MS corrugated sheet Floor / Verandah panels- 19 mm thick marine grade plywood confmg. to IS 710 / latest to be laid on top and secured by self - tapping screws to the base members - Covered with 2 mm thick PVC sheets roof panel material- 18 gauge MS corrugated sheet Insulation material for sides and End walls With polyurethane foam (PUF) having density 40 Kg/CuM \pm 2 Kg / CuM. Insulation material for Roof With polyurethane foam (PUF) having density 40 Kg/CuM \pm 2 Kg / CuM			
	understructure - Made up of MS pipe 50 mm x 50 mm x 1.2 mm thick for vertical and beside - Centre block and outer ride with 25 mm x 25 mm x 2 mm thick MS pipe	nos	3.00	
82	Musical Water Fountain with Three in one function: All shop drawing, technical specification and design shall be submitted by contractor for approval by engineer-in-charge before procurement.	nos	1.00	
	As per specification Below			
	Flower effect:Flower jet nozzle with socket and valve (CNC Cutting)SS-304 light 18 W (powered By Edison) Rating:- IP-68/CE/ROHS/CE II VERTICAL REVOLVING.01. Revolving nozzle with socket and valve (CNC Cutting)SS-304 light 18 W (powered By Edison) Rating:- IP-68/CE/ROHS/CEIV HORIZONTAL EFFECT01. Flower jet nozzle with socket and valve (CNC Cutting) Holo effect SS-304 light 18 W (powered By Edison) Rating:- IP-68/CE/ROHS/C01. 6ARM Nozzle (CNC Cutting)SS-304 light 18 W (powered By Edison) Rating:- IP-68/CE/ROHS/CEV HOLO JET01. Center Jet Nozzle (CNC Cutting)SS-304 light 18 W (powered By Edison) Rating:- IP-68/CE/ROHS/CEVI THREE STAGE EFFECT Three Stage Ring With Nozzle (CNC Cutting)SS-304 light 18 W (powered By Edison) Rating:- IP-68/CE/ROHS/CEModel No :- DPS-SS/6L/TRI/SVII PIRAMID EFFECT GI Header With Socket and valve for pyramid effectBody- GI Jindal B ClassSize- 2" ,02. Vertical Nozzle for pyramid (CNC Cutting)Nozzle – Brass (Chrome plated)			
	SS-304 light 18 W (powered By Edison) Rating:- IP-68/CE/RHOS/CE X VERTICAL EFFECT 01. Vertical Nozzle (CNC Cutting) Nozzle – Brass (Chrome plated) SS-304 light 18 W (powered By Edison) Rating:- IP-68/CE/RHOS/CE XII SUNBURST EFFECT 10' GI Header With Socket and valve for sun blast effect Body- GI Jindal B Class Size- 2" , Make – DPNozzle for SUN BLAST (CNC Cutting) Nozzle – Brass (Chrome plated) SS-304 light 18 W (powered By Edison) Rating:- IP-68/CE/ROHS/CE XII FLOATING PLATFORM			

	<p>01. Fountain Platform :- Make in FRB A Class Complete Holder assembly With Water Fountain (8 Layer Resin Coating with wax filler) (Water Proofing Coated FRB) (Five Year Warranty) Stands, Holders used materiel Galvanized metal (Jindal B class) (Cutting, Threading, Fixing, Welding and painting complete.) Complete Job Work (Size-80 Fe)</p>			
	<p>01.Musical panel Musical Console 1. With code based technology (new concept in INDIA) 2. With filter based technology common in INDIA (auto sensing) 3. Pre Programmed Technology general Concept in INDIA 4. Power By Online Support These all technology is supported by our controller. Control Laptop (for operating fountain) RGB Power Load for lights Audio power amplifier (500 watt RMS) Make :- Stranger / National /Ahuja OL protection /OV protection /Short circuit protection /Heat compensated /High-fidelity (Hi-Fi) 500W (Single channel) Sound box (100 Watt) with2 pair. II ELECTRICAL PANNEL Electrical panel with MCB's, Ammeter, Voltmeter, Single phase preventer, indicating lights in 16 gauge Double door powder coated weather proof body Indoor Panel. (All accessories are of reputed make such as L&T Rating – IP 55 (With Smart Shock Protection Circuit) Necessary electrical Submersible Wiring for water Body Pump, RGB Lights & Water Switch For conducting pipe ,Band , Submersible Tape, Pvc Tape, etc. (note :- all wire are in copper) (1)10 mm 3 core *2 (2) 5mm 4 Core * 2 (3) 2.5mm 4core *4 (4) 1mm 2 Core *6 OR as per required</p>			
	<p>Open well Submersible pump 10 hpMade by Crompton GreavesEnergy saving up to 40%02Nos. III PLUMBING Necessary plumbing equipmentSuch as piping in GI (Jindal B) UPVCwith Complete fittings etc.Manifolds , PRV , Online Skin Filter, Online UV with Fitting etcSolenoid valve S.S.-304 body with coil, accessories and water proofingRating :- IP68Design, Drawing, Supervision and Installation. With transporting.</p>			
83	<p>Swings for kids : Configuration: Metal frame- provided with rope(so that it can be hanged easily) and length to provide 300 mm ground clearance of the swing- both sides of rope having two plastic hollow pipe(for the grip of 300mm) having seat and back seat with belts(for kids safety) in front of the swing tray provided Approved makes for M.S Work: Jindal, SAIL, TATA). All shop drawing, technical specification and design shall be submitted by contractor for approval by engineer-in-charge before procurement.</p>	nos	4.00	

84	<p>See Saw: Physical Characteristics Colour of see-saw Yellow Type of manufacturing of base of see saw Blow moulding Type of manufacturing of middle part of see saw Injection moulding Dimensions Size of see saw(L x H X base width) (in mm) 1265 x 400 x 400 Size of base of see saw(L x H) (in mm) 400 x 145 Uppertop and bottom width of base of see saw(W x W) (in mm) 60 x 80 Thickness of item(in mm) 2.5 Height of Button mushroom mechanism fitting(in mm) 125 Top and bottom diameter of Button mushroom mechanism fitting(D x D)(in mm) 150 x 40 Size of upper side of Button mushroom mechanism fitting(L x W x D)(in mm) 100 x 35 x 65 Size of middle part of see saw(L x H x W x T)(in mm) 510 x 225 x 55 x 4 Diameter of see saw seat hole(in mm) 7 Space between 7mm and 40mm diameter(in mm) 35 Base Locking(W x H)(in mm) 95 x 70:Size of See saw seat (L x W)(in mm) 540 x 90 Handle(L x Dia x T)(in mm) 260 x 25 x 4 Total seating base(in mm) 220 Gap between handle and front side(in mm) 140 Size of seating base(bottom)(Dia x Dep)(in mm) 90 x 50 Diameter of rubber balloon after blowing(in mm) 180 Height of MS bolt(in mm) 20 Diameter of MS bolt(2 piece)(in mm) 7 Diameter of MS bolt(4 nos)(in mm) 50 All shop drawing, technical specification and design shall be submitted by contractor for approval by engineer-in-charge before procurement.</p> <p>Inner diameter (in mm) 10 Thickness (2 piece)(in mm) 2 Height of screw(4 nos)(in mm) 10 Diameter of align key(in mm) 4) (Approved makes for M.S Work: Jindal, SAIL, TATA)</p>	nos	2.00	
85	<p>Multiple swings 2 swing and one slide combo (MULTI PLAY STATION 2 SWINGS & 1 SLIDE COMBO MODULED) (Approved makes for M.S Work: Jindal, SAIL, TATA). All shop drawing, technical specification and design shall be submitted by contractor for approval by engineer-in-charge before procurement.</p>	nos	1.00	
	TENSILE STRUCTURE			
86	<p>Providing and fixing imported tensile fabric of make Mehler, 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. All shop drawing, technical specification and design shall be submitted by contractor for approval by engineer-in-charge before procurement.</p>	sqm	726.00	

87	<p>Fabrication, Providing of Vending Kiosk having the size 2500 (L) x2500(B) x2400(H). FabricationWall & Ceiling Panel: Fabrication and supply of Walls and Ceiling Panel 80 mm thick honey comb pannels.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 & False Ceiling: Fabrication and supply of wall Self, flase 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. 10mm Toughened Glass: Fabrication and supply of 10MM Toughened Glass fixed on Laser cut fin with Spiders and Routl 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> <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 lighths. 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. Installation and assemble of Kiosk Structure over existing civil work at various places by machenically or manually as per vesibility at site.</p>	EACH	16	
	<p>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) All shop drawing, technical specification and design shall be submitted by contractor for approval by engineer-in-charge before procurement.</p>			
	TOTAL FOR Part - 1 External Development and pond area including civil works			

2. ELECTRICAL WORKS				
SUB HEAD SUBSTATION WORK				
Shop drawing, design, specification should be submitted by contractor for approval of engineer-in-charge before procurement.				
Sl.N O	Description of Items	Unit	Qty	Amou nt
	Sub Head-I : Equipments-HT Panel Board, Transformers & H.T. /LTCables, LT Panel, &DG Sets.			
1	11 KV HT PANEL:_ (approved makes: Havells, siemens, finolex, polycab)			

	Supplying, installation, testing & commissioning of indoor type floor mounted metal clad, 11KV VCB Single panel with 1..No. VCB as INCOMER & OUTGOING, totally enclosed & fully interlocked, horizontal drawout, horizontal/vertical isolation type breaker as per IS13118, as amended upto date and additional specifications, having capacities as mentioned below, single break, trip free mechanism, manually charged and auto/ manually closing breaker suitable for use on 11KV, 3 Phase, 50 Hz A.C. supply with short circuit fault level of 350 MVA, complete with self contained, fully interlocked, rack in and rack out mechanism, air insulated but encapsulated copper bus bars of 800Amps capacity, breaker featured with mechanical ON/OFF indicator with hand trip device, spring release coil, shunt trip coil and auxiliary switch of 4NO +4N Candequipped with following switchgears and accessories i/c connections suitable for 3x 300*sq. mm. XLPE 11KV cable (cable entry from *bottom/ top/side) end termination with heat shrinkable jointing material etc. as required. (Note- Cost of end termination not included in this item)			
	(a) Incoming & Outgoing:-1 Nos...800 Amp. VCB each having following accessories and mountings.			
	(b) 1* No. – 11 KV / 110 Volts PT Class			
	0.5 accuracy and 100 VA burden with 1 No. Voltmeter (0-15KV), analog/digital* type, selector switch for voltmeter and protection fuses/MCB for HT metering upto 36 KV on incomer.			
	(c) 1 No. – (0-200 A) dual scale Ammeter, analog type, selector switches for ammeters.			
	(d) 1* No. – Microprocessor based numerical relay with O/L, E/F and S/C protection.			
	(e) 1* No. – Set of dual core dual ratio 3 CTs 200/100/5/5 A of 15 VA burden and accuracy Class – 0.5 for metering and class 5P10 for protection.			
	(f) 1.Nos. – (0-150/50/5/5 A) Ammeters, dual scale analog type & selector switches for Ammeters.			
	(g) 1 Nos. – Microprocessor based numerical relays with O/L, E/F & S/C protections.			
	(h) 1Nos. – Set of dual core dual ratio 3 CTs 150/50/5/5A of 15VA burden and accuracy Class-1.0 for metering and class 5P10 for protection.			
	(I) 1 No. Power Pack of 24 Volts DC, 7 AH batteries	set	1	
2	11kv/433 Volts, ONAN TRANSFORMER:- Approved makes - ABB , schneider , siemens			
	Supplying, installation, testing and commissioning of following capacity of 11/0433 KV, 3 Phase, 50 Hz, Dyn11, OUTDOOR, ONAN type, copper wound transformer with OFF load tap changing arrangement on HV side in steps of +/-2.5% & -7.5%, having cable end boxes on HV side suitable for 3x300.sqmm XLPE cable of 11KV grade and cable end box on LV side of suitable capacity of LT XLPE cables complete with all accessories i/c first filling of filtered dehydrated oil and confirming to IS & as per specification attached complete in all respects as required at site.			
	500 KVA	set	1	

3	MAIN LT PANEL OUTDOOR:-			
	Supplying, installation, testing & commissioning of Outdoor cubical type LT panel suitable for 415 V, 3 Phase, 4 Wire 50 Hz AC supply system fabricated in compartmentalized (preferably) design from CRCA sheet steel of 2 mm thick for frame work and covers, 3 mm thick for gland, plates i/c cleaning & finishing complete with 7 tank process for powder coating in approved shade, having 800 Amp capacity extensible type TPN aluminium alloy bus bars of high conductivity, DMC / SMC bus bars of high conductivity, DMC/ SMC bus bar supports, with short circuit withstand capacity of 31 MVA for 1 Sec., bottom base channel of MS section not less than 100 mm x 50 mm x 5 mm thick, fabrication shall be done in transportable sections, entire panel shall have a common COPPER earth bar of size 25 mm x 5 mm 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 sq. mm. PVC insulated copper conductor S/C cable, cable alleys, cable gland plates in two half. The Panel shall have suitable rating of Ammeter, Voltmeter with selector switches and Phase indicating lights. The Panel shall be installed on suitable foundations with provision of incomin and outgoing LT Cables i/c providing following switch gears :-			
	MAIN INCOMER (FROM 500 KVA TRANSFORMER)			
	ACB EDO, 800A, FP, 50KA MICROPROCESSOR BASED RELEASE, O/L, S/C & E/F PROTECTION			
	UNDER VOLTAGE RELEASE, 415V AC FOR ACB			
	METERING & INDICATION			
	RYB PHASE INDICATING LIGHT, 230V AC			
	ON/OFF/TRIP INDICATING LIGHT, 230V AC			
	CT FOR METERING, 800/5A, CL-1.0, 15VA			
	CT FOR APFCR, 1000/5A, CL-1.0, 15VA			
	DIGITAL MULTIFUNCTION METER with RS-485			
	TNC SWITCH, 25A			
	A/M SELECTOR SWITCH			
	AUXILIARY CONTACTOR, 230V AC 2NO+2NC			
	VOLTAGE MONITORING RELAY (VMR)			
	MCB, 63A, FP, 10KA			
	25 KVAR CAPACITOR BANK, 440V AC			
	CONTROL MCB, 6A SP, 10KA			
	ELECTRICAL INTERLOCKING			
	DG INCOMER - 1 & 2 (FROM 125 KVA DG SET & from 250 KVA DG SET FUTURE)			
	2 nos-ACB EDO, 800A, FP, 50KA MICROPROCESSOR BASED RELEASE, O/L, S/C & E/F PROTECTION			
	UNDER VOLTAGE RELEASE, 415V AC FOR ACB			
	METERING & INDICATION for each incomer			
	RYB PHASE Indicating Light, 230V AC			
	ON/OFF/TRIP INDICATING LIGHT, 230V AC			
	CT FOR METERING, 800/5A, CL-1.0, 15VA			
	DIGITAL MULTIFUNCTION METER with RS-485			

TNC SWITCH, 25A			
A/M SELECTOR SWITCH			
AUXILIARY CONTACTOR, 230V AC 2NO+2NC			
CONTROL MCB, 6A SP, 10KA			
ELECTRICAL INTERLOCKING			
BUS-COUPLER			
1 no-ACB EDO, 800A, FP, 50KA WITHOUT RELEASE			
UNDER VOLTAGE RELEASE, 415V AC FOR ACB			
ON/OFF INDICATING LIGHT, 230V AC			
TNC SWITCH, 25A			
A/M SELECTOR SWITCH			
AUXILIARY CONTACTOR, 230V AC 2NO+2NC			
CONTROL MCB, 6A SP, 10KA			
ELECTRICAL INTERLOCKING			
OUTGOING SECTION-1			
1 no-MCCB, 630A, FP, 36KA THERMAL MAGNETIC BASED RELEASE, O/L & S/C PROTECTION			
1 no-MCCB, 250A, FP, 36KA THERMAL MAGNETIC BASED RELEASE, O/L & S/C PROTECTION			
2 nos-MCCB, 125A, FP, 36KA THERMAL MAGNETIC BASED RELEASE, O/L & S/C PROTECTION			
2 nos-MCCB, 63A, FP, 36KA THERMAL MAGNETIC BASED RELEASE, O/L & S/C PROTECTION			
OUTGOING SECTION-2			
1 no-MCCB, 250A, FP, 36KA THERMAL MAGNETIC BASED RELEASE, O/L & S/C PROTECTION			
2 nos-MCCB, 125A, FP, 36KA THERMAL MAGNETIC BASED RELEASE, O/L & S/C PROTECTION			
2 nos-MCCB, 63A, FP, 36KA THERMAL MAGNETIC BASED RELEASE, O/L & S/C PROTECTION			
PLC INTERLOCKING WITH LOAD MANAGEMENT			
PLC WITH SOFTWARE DEVELOPMENT			
HUMAN MACHINE INTERFACE (HMI)			
CONNECTING CABLE & CONNECTORS			
AUXILIARY RELAY, 24V DC 2 C/O			
UPS 30 MINUTES BACKUP			
POWER SUPPLY 24V DC (5 Amp)			
CONTROL MCB, 16A TP, 10KA			
CONTROL MCB, 16A DP, 10KA			
CONTROL MCB, 6A SP, 10KA			
BATTERY CHARGER, 24V			
DC AMMETER, 0-30A			
DC VOLTMETER, 0-30V			
HOOTER, 24V DC			
6 WINDOW ANNUNCIATOR			
CONTROL SUPPLY ON/DG NC ON INDICATING LIGHT			
START/STOP PUSH BUTTON FOR DG SET			

	EMG. STOP PUSH BUTTON			
	200 KVAR CAPACITOR SECTION			
	MCCB, 630A, TP+N, 36KA THERMAL MAGNETIC BASED RELEASE, O/L & S/C PROTECTION			
	RYB PHASE INDICATING LIGHT, 230V AC			
	8 STAGE APFC RELAY			
	CONTROL MCB, 6A SP, 10KA			
	EXHAUST FAN WITH FILTER			
	10 KVAR CAPACITOR BANK (1 NOS.)			
	MCB, 32A, TP, 10KA			
	10 KVAR CAPACITOR DUTY CONTACTOR			
	10 KVAR CAPACITOR BANK, 440V			
	ON INDICATING LIGHT, 230V AC			
	A/M SELECTOR SWITCH			
	15 KVAR CAPACITOR BANK (1 NOS.)			
	MCB, 32A, TP, 10KA			
	15 KVAR CAPACITOR DUTY CONTACTOR			
	15 KVAR CAPACITOR BANK, 440V			
	ON INDICATING LIGHT, 230V AC			
	A/M SELECTOR SWITCH			
	25 KVAR CAPACITOR BANK (3 NOS.)			
	MCB, 63A, TP, 10KA			
	25 KVAR CAPACITOR DUTY CONTACTOR			
	25 KVAR CAPACITOR BANK, 440V			
	ON INDICATING LIGHT, 230V AC			
	A/M SELECTOR SWITCH			
	50 KVAR CAPACITOR BANK (2 NOS.)			
	MCCB, 125A, TP, 36KA THERMAL MAGNETIC BASED RELEASE, O/L & S/C PROTECTION			
	50 KVAR CAPACITOR DUTY CONTACTOR			
	50 KVAR CAPACITOR BANK, 440V			
	ON INDICATING LIGHT, 230V AC			
	A/M SELECTOR SWITCH			
4	PANEL ENCLOSURE & ALU. BUS BAR			
	ALUMINIUM BUS BAR, TPN, 1250/500 AMP, WITH HEAT SHRINKABLE SLEEVE & SMC/DMC SUPPORT	set	1	
	14/16SWG, PANEL WITH POWDER COATING & WIRING WITH ALL PANEL ACCESSORIES, COMPARTMENTLIZED PANEL SIZE: (6200W X 1000D X 2175H)MM			
5	SUB PANEL-1 for 10 no KIOSKS			
	INCOMER:- 1 No.400 A MCCB, FP, 36KA THERMAL MAGNETIC BASED RELEASE, O/L, S/C & E/F PROTECTION			
	Metering & Indication:- 1 set of Phase Indicating Lights, ON/OFF/TRIP Indicating Lights, CT for Metering, Digital Multifunction Meter with			

	RS485,TNC switch, A/M selector Switch, Aux. Contactor,230V,2NO+2NC,Contro MCB etc.			
	OUTGOING:-			
	1 No. 250A, MCCB,FP,36KA, Thermal Magnetic Based Release,O/L,S/C protection			
	1 Nos.MCCB, 125A, FP, 36KA THERMAL MAGNETIC BASED RELEASE, O/L & S/C PROTECTION			
	10 Nos.MCCB, 63A, FP, 36KA THERMAL MAGNETIC BASED RELEASE, O/L & S/C PROTECTION	set	1	
6	GATE HOUSE PANEL			
	INCOMER:- 1 No.63 A MCCB, FP, 36KA THERMAL MAGNETIC BASED RELEASE, O/L ,S/C & E/F PROTECTION			
	Metering & Indication:- 1 set of Phase Indicating Lights, ON/OFF/TRIP Indicating Lights, CT for Metering, Digital Multifunction Meter with RS485,TNC switch, A/M selector Switch, Aux. Contactor,230V,2NO+2NC,Contro MCB etc.			
	4 Nos.MCCB, 63A, FP, 36KA THERMAL MAGNETIC BASED RELEASE, O/L & S/C PROTECTION			
	4 Nos.MCB, 63A, FP, 10KA	set	1	
7	Sub Panel-2 for 6 No KIOSKS :			
	INCOMER:- 1 No.125 A MCCB, FP, 36KA THERMAL MAGNETIC BASED RELEASE, O/L ,S/C & E/F PROTECTION			
	Metering & Indication:- 1 set of Phase Indicating Lights, ON/OFF/TRIP Indicating Lights, CT for Metering, Digital Multifunction Meter with RS485,TNC switch, A/M selector Switch, Aux. Contactor,230V,2NO+2NC,Contro MCB etc.			
	1 Nos.MCCB, 125A, FP, 36KA THERMAL MAGNETIC BASED RELEASE, O/L & S/C PROTECTION			
	6 Nos.MCCB, 63A, FP, 36KA THERMAL MAGNETIC BASED RELEASE, O/L & S/C PROTECTION	set	1	
8	SUB PANEL-3,OUTDOOR FEEDER PILLAR for External & Pond Lighting			
	INCOMER:- 1 No.125 A MCCB, FP, 36KA THERMAL MAGNETIC BASED RELEASE, O/L ,S/C & E/F PROTECTION			
	Metering & Indication:- 1 set of Phase Indicating Lights, ON/OFF/TRIP Indicating Lights, CT for Metering, Digital Multifunction Meter with RS485,TNC switch, A/M selector Switch, Aux. Contactor,230V,2NO+2NC,Contro MCB etc.			
	6 Nos.MCCB, 63A, FP, 36KA , O/L & S/C PROTECTION& AUTO TIME SWITCH			
	4 Nos.MCCB, 63A, FP, 36KA THERMAL MAGNETIC BASED RELEASE, O/L & S/C PROTECTION	set	1	
9	ENERGY METERING PANEL			
	SINGLE PHASE METERING FOR KIOSKS			

	Metering & Indication:- 1 set of KWH METER AS PER DESIGN OF STATE ELECTRICITY BOARD, Phase Indicating Lights, CT for Metering, Digital Multifunction Meter with RS485,TNC switch, A/V selector Switch, etc. The Metering Box should be of suitable Rating of Copper Busbars &size to Accommodate the size of the METER supplied & Installed by State Electricity Board..	Set	16	
	THREE PHASE METERING FOR COMMON UTILITIES			
	Metering & Indication:- 1 set of KWH METER AS PER DESIGN OF STATE ELECTRICITY BOARD, Phase Indicating Lights, CT for Metering, Digital Multifunction Meter with RS485,TNC switch, A/V selector Switch, etc. The Metering Box should be of suitable Rating of Copper Bus Bars &size to Accommodate the size of the METER supplied & Installed by State Electricity Board..	Set	2	
10	<u>DIESEL GENERATOR SETS :Cummins , kirloskar Koel, Honda, Mahindra or equivalent.</u>			
	Supply of following rating, 415 V, 3 Phase, 4-wire, 50 Hz at 0.8 p.f. silent type diesel generator set with acoustically treated canopy suitable for AMF/Manual operation with Radiator cooling, alternator, of suitable rating 415 Volts at 1500 RPM, 3 phase, 50Hz AC supply with 0.80 lagging power factor at 40°C 50% RH & at 1000 Mtrs. MSL, 24 Volts batteries, charger with battery leads,one day fuel Tank (Capacity as per manufacturer standard),Residential silencer and AVM Pads, all accessories as specified in the specifications, including first fill of lube oil providing common base plate, anti vibration isolators, cable termination adopter box, drip trays, foundation bolts, glands, nuts etc. as required for a complete installation.			
	DG Sets shall include one day fuel tank (800 liters for 600 kVA DG Set & 350 litres for 250 kVA DG Set / as per design) for each D.G. set. The day fuel tank shall be fabricated out of 2 mm thick MS sheets and shall include the cost of removable cover with locking arrangement, the cost of painting, the cost of providing all the required appurtenances like inlet & outlet connection, float valves, drain connection, mechanical oil level indicator and low level/high level alarms and the cost of support arrangement etc. complete as per specification and as required. The Alternator overload capacity shall not be less than 110% of rated capacity for 1 hour in every continuous running of 12 hours. The DG Set shall be mounted on a fabricated rigid common base frame with anti-vibration mountings to provide at least 98% vibration isolation. The DG set shall include all accessories, fittings, instruments and standard tool kit complete as per specification and as required including control cabling.			
a)	Radiator cooling system.			
b)	Fly Wheel to suit flexible/rigid coupling with guard.			
c)	Fly wheel housing complete with starter gear ring and coupling.			
d)	Fuel hoses.			
e)	Electronic Governor.			
f)	Air Cleaner with Vacuum Indicator.			
g)	Fuel and Lub Oil Filter.			
h)	By pass filter			

i)	Corrosion inhibitor coolant.			
j)	Fuel Pump PT Type.			
k)	Lub Oil Pump.			
l)	Electric Starter 24 Volts DC.			
m)	Battery Charging Alternator with Built-in-regulator - 24 Volts, 30 Amps. With MS battery stand complete with insulated mattings and instrument panel comprising of switch with key & battery charging voltmeter.			
n)	Residential Silencer (as per latest CPCB norms including baffle plates and 75mm thick glass/mineral wool insulation complete with wire mesh chicken mesh and 26 gauge aluminium cladding from engine upto silencer, supporting arrangement complete as required). with dry exhaust manifold.			
o)	i) Expansion below fabricated out of SS sheet.			
p)	ii) Fuel pipe of required size from DG set flue outlet up to Silencer.			
q)	Lube oil pressure gauge			
r)	Water temperature gauge			
s)	Safety control for low lube oil pressure			
t)	Over speed and high cooling temperature with indication and tripping etc.			
u)	Alternator insulation Class "H" suitable to withstand tropical conditions.			
v)	Fabricated rigid common base frame with anti-vibration mountings.			
w)	Vibration Isolator			
x)	Adaptor box and extension of busbars for aluminium cable termination/bus duct insulation as required.			
y)	Lube Oil Cooler.			
z)	Flexible Pipe joints for Silencer.			
za)	Anti Vibration Pads.			
zb)	Droop setting for the synchronization.			
zc)	Exhaust pipe of suitable dia with MS support			
zd)	Naturally aspirated turbocharger as per manufacturer's specifications.			
ze)	suitable Acoustic Enclosure Radiator cooled diesel engine.			
zf)	Chimney stack supply and installation and commissioning			
	Rating of DG Sets as Follows :-			
B)	125 kVA, 415 Volts DG Set	sets	1	
11	Supply of HT XLPE Cables:			
	Supplying of earthed armoured, aluminium conductor XLPE power cable of			
	11 KV grade confirming to IS 7098 (Part II) amended upto date as per the following size:			
	a) 3x185 sqmm	mtr	200	
12	Supply of LT XLPE Cables:			
	Supply of LT XLPE Cables of 1.1 KV Grade, Aluminium Armoured, of following sizes as per latest IS Code.			
	3.5 Core X 300 Sqmm.	mtr	500	
	3.5 Core X 185 Sqmm.	mtr	100	

	3.5 Core X 50 Sqmm.	mtr	200	
13	Safety Equipment			
(i)	Providing & fixing danger plates made of mild steel at least 2 mm thick & vitreous enameled white on both sides & with inscriptions in signal red colour on front side as read.			
	(a) High Voltage – size 250 mm x 200mm	each	4	
	(b) Medium Voltage – size 200 mm x 150mm	each	4	
(ii)	Providing and fixing carbon dioxide (CO2) type fire extinguishers confirming to IS 2878 : 1976 and cylinders fully charged of following capacity.			
	(a) 4.5 KG	each	4	
(iii)	Supply and fixing of foam fire extinguishers, Portable type 9 lit capacity hanged on wall with bracket complete as required.	each	4	
(iv)	Supply and fixing safety instruction chart in word duly framed with 5 mm thick glass as required. (approx. front area 1.20 sq. mt.)	each	2	
(v)	Providing of set of 4 Nos. 9.5 Litre capacity GI bucket painted in post office red colour with prior coat of red oxide paint and written with white paint 'FIRE' and mounted on MS angle iron frame with bracket of appropriate size & capacity i/c filling sand etc.	each	2	
(vi)	Providing First Aid Box as approved by St. John Ambulance Brigade/Indian Red Cross conforming to IS 2217 : 1963.	each	1	
(vii)	Supply & fixing shock treatment chart duly mounted on a wooden frame with 5 mm thick glass as reqd. (approximate front area 1.20 sq. metre)	each	1	
(viii)	Providing of rubber mat 1 mtr. wide and 12 mm thick to withstand 15 KV dielectric strength as per IS 5424 : 1969	sq.mtr	10	
(ix)	Providing of rubber mat 1 mtr. wide and 12 mm thick to withstand 3.3 KV dielectric strength as per IS 5424 : 1969	sq.mtr	6	
	Approved Makes : Finolex, Havells, Polycab or equivalent as approved by Engineer-in-charge			
	LAYING OF HT CABLES- APPROVED MAKES - Finolex, Havells, Polycab or equivalent as approved by Engineer-in-charge			
14	Laying of HT Cables:			
(i)	Laying of 1 No. PVC insulated and PVC sheathed/ XLPE power cable of 11 KV grade of following size in the existing masonry open duct as required.			
b)	Above 120 sqmm and upto 400 sqmm	mtr	200	
	TERMINATION OF HT CABLES-APPROVED MAKES - Finolex, Havells, Polycab or equivalent as approved by Engineer-in-charge			
15	HV Cable Jointing & End Termination :			
	Supplying and making Indoor cable end termination with			

	heat shrinkable jointing kit complete with all accessories including lugs suitable for following size of cables of 11 KV grade as required.			
(ii)	3Cx185 sqmm	set	6	
	LAYING OF LT CABLES-APPROVED MAKES - Finolex, Havells, Polycab or equivalent as approved by Engineer-in-charge			
16	Laying of LT Cables :			
	Laying of 1 No. PVC insulated and PVC sheathed/ XLPE power cable of 1.1 KV grade of following size in the existing masonry open duct as required.			
(i)	Above 35 and upto 95 sqmm	mtr	200	
	Above 95 and upto 185 sqmm	mtr	100	
(ii)	Above 185 sqmm and upto 400 sqmm	mtr	500	
17	Supplying and making end termination with brass compression gland and Al. lugs for following size of PVC insulated and PVC sheathed/XLPE Al. conductor cable of 1.1 KV grade as required.			
(i)	3.5x50sq. mm	set	10	
(ii)	3.5x300sq. mm	set	16	
(iii)	3.5x185sq. mm	set	6	
18	Earthing			
(i)	Earthing with coper Earth Plate 600 mm x 600 mm x 3 mm thick i/c accessories and providing masonry enclosure with cover plate having locking arrangement and watering pipe etc. with salt & Charcoal.	set	6	
(ii)	Earthing with GI earth place 600 mm x600 mm x 6 mm thick i/c accessories and providing masonry enclosure with cover plate having locking arrangement and watering pipe etc. (but without charcoal or coke and salt) complete as required.	set	12	
(iii)	Providing and fixing 25mm x 5 mm Copper strip in 40 mm dia GI pipe from earth electrode as required.	mtr	70	
(iv)	Providing and fixing 25mm x 5 mm GI strip in 40 mm dia GI Pipe step on surface or in recess for connection etc. as required.	mtr	100	
(v)	providing and fixing 25x5 MM copper strip on surface	mtr	40	
(vi)	Providing and fixing 25x5MM GI strip on surface	mtr	200	
	Total of Sub Head Electrical SUB STATION I =			

SUB HEAD- II - EXTERNAL ITEM (ELECTRICAL WORKS)

Approved makes for electrical works - Havells, Polycab, Finolex, ABB, Siemens, Schneider or equivalent as approved by engineer-in-charge

Sl.No	DESCRIPTION OF ITEMS	Unit	Qty	Amount
1	SUB LT PANEL (Landscaping & External Lights),Location New Gate House.			
	Supplying, installation, testing & commissioning of cubical type LT panel suitable for 415 V, 3 Phase, 4 Wire 50 Hz AC supply system having fabricated in compartmentalized design from CRCA sheet steel of 2 mm thick for frame work and covers, 3 mm thick for gland, plates i/c cleaning & finishing complete with 7 tank process for powder coating in approved shade, having suitable Amp capacity extensible type TPN aluminium alloy bus bars of light conductivity, DMC / SMC bus bars of high conductivity, DMC/ SMC bus bar supports, with short circuit withstand capacity of 31 MVA for 1 Sec., bottom base channel of MS section not less than 100 mm x 50 mm x 5 mm thick, fabrication shall be done in transportable sections, entire panel shall have a common Aluminium/GI earth bar of size 25 mm x 5 mm 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 sq. mm. PVC insulated copper conductor S/C cable, cable alleys, cable gland plates in two half, i/c providing following switch gears :-			
A).	INCOMING SUPPLY FROM NEW GATE HOUSE PANEL:			
	1 No. 125 A, 4P (100% Neutral) MCCB (36 kA) with Microprocessor based O/L, S/C and E/F releases.			
B)	METERING & INDICATING LIGHTS			
	1 Nos MFM Meters			
	1 Set of 150/5A, CL-1, 15VA CTs for measuring.			
	Sets of phase indicating ,ON/OFF,TRIP Indicating lamps with 2A control MCBs.			
C)	BUSBAR:			
	Electrolytic high conductivity TPN (100% Neutral) Aluminium busbars rated at 200 amps (25 kA) with heat shrinkable PVC sleeves.			
D)	OUTGOING FEEDER:			
i	3Nos.32 A DP MCB .			
ii	2Nos.32 A TPN MCB with Timer for LANDSCAPING & EXT. POLE LIGHTS .			
iii	2Nos.32 A TPN MCB with Timer for LANDSCAPING & EXT. POLE LIGHTS .			
iv	2Nos.63 A TPN MCB with Timer for LANDSCAPING & EXT. POLE LIGHTS .	Set	1	
2	CABLING WORK (SUPPLY)			
i).	Supply of following size of XLPE / PVC insulated,PVC Sheathed, Aluminium Conductor armoured power cable of 1.1kV grade etc. as required.			
a)	3.5C x 70sq.mm 1.1kV Al Cable	MTR	100	
c)	4C x 10sq.mm 1.1kV Al. Cable	MTR	300	
d)	4C x 6sq.mm 1.1kV Al. Cable	MTR	2000	
3	LAYING OF CABLES :			
i).	Laying of one number XLPE / PVC insulated,PVC Shethed armoured power cable of 1.1kV grade of following sizes on perforated cable trays and dressed using cable ties and identified at regular intervals as required./in Existing RCC/HDPE Pipe/Masonry/Trusses etc			
a)	3.5C x 70sq.mm 1.1kV Al Cable	MTR	20	

c)	4C x 10sq.mm 1.1kV Al. Cable	MTR	20	
d)	4C x 6sq.mm 1.1kV Al. Cable	MTR	100	
3B	Laying of one number XLPE / PVC insulated, PVC sheathed Aluminium Conductor Armoured power cable of 1.1kV grade of following sizes in ground including excavation and backfilling and identified at regular intervals as required.			
a)	3.5C x 70sq.mm 1.1kV Al Cable	MTR	80	
c)	4C x 10sq.mm 1.1kV Al. Cable	MTR	280	
d)	4C x 6sq.mm 1.1kV Al. Cable	MTR	1900	
4	LT CABLE TERMINATION			
	End termination with brass compression gland and aluminium lugs for following size of PVC insulated and PVC sheathed / XLPE aluminium conductor cable of 1.1 KV grade as required.			
a)	3.5C x 70sq.mm 1.1kV Al Cable	Nos	4	
c)	4C x 10sq.mm 1.1kV Al. Cable	Nos	40	
d)	4C x 6sq.mm 1.1kV Al. Cable	Nos	240	
5	LANDSCAPING & STREET LIGHT : Approved Makes are Phillips, Havells, Wipro, Bajaj or equivalent as approved by engineer-in-charge			
	STREET LIGHT POLES 7 MTR Galvanised:			
	Supply , fixing, Testing & Commissioning of 7 mtr long, 3mm thick sheet, hot dip galvanised poles of bottom dia 130mm/70mm respectively with base plate dimensions 220X220X14 mm with galvanised Single Arm Bracket of 1.00 mtr length. The pole shall be Erected on a suitable size of Cement Concrete 1:2:4 foundation as per Manufacturers standards along with Grouting the Foundation Bolts, nuts and 1.5 mtr long, 50 mm dia suitably bend , GI , Medium Class Pipe for cable entry, suitable size Inbuilt Cable End Box opening approx. 600 mm above the Pole Base with 2 Nos. 6Way 15 Amp, Bakelite Connectors, 1 No 6 Amp, SP MCB C Curve etc as required. The door shall be vandal resistant and shall be weather proof to ensure safety of inside connections. The door shall be flush with the exterior surface and shall have suitable locking arrangement. There shall also be suitable arrangement for the purpose of earthing. The poles shall be complete with integral terminal boxes, MCB cut-outs, pole foundation bolts, lightning arrestor, earthing, etc. as required. The poles shall have provisions for mounting and connecting an additional 250 Watt MH -type outdoor light fitting	nos.	40	
a).	POST TOP LANTERNS:			
	Supplying , Fixing, Testing & Commissioning of Post Top Lanterns of 40 Watt LED Light Fixtures, IP-65 Housing, made of single piece Die Cast Aluminium alloy, as per Manufacturers design on a suitable length & Dia of GI Pipe	nos.	4	
b).	BOLLARDS Along Path Ways:			
	Phillips, LED Bollards, BCP-1510, 8Watts, IP-65, Warm White Colour, temp. 3000K on 500mm high Rotomoulded LLDPE Pillars duly grouted on a concrete base by means of 4 Nos. M8X75 mm studs with necessary base rings (Cat III)	Nos.	172	
c).	SPIKE LIGHTS, Garden Tree/Planter Illumination:			
	Phillips make smart, Bright spot light BGP-150, LED 250/WW, 6 watt, 20 D, corr. Colour Temp. 3000K	No.	15	

d)	UPLIGHTERS:			
	Philips make,18 WATT LED, Uplighters,IP-65,Colour Temp. as per Designer/Consultants.	No.	30	
e)	STRIP LIGHTS for StePS :			
	Philips LED Strip light ,12 Watt,Warm White, Colour Temp.3000K,Operating Voltage 220/24 Volts on wall surface/floor etc as reqd. as per drawings etc	nos.	15	
d)	FLOOR LIGHTS:			
	Philips make,Floor lights LED, 1Watt,IP-67,40 lumen output,warm white,Colour Temp.3000K operating voltage 220/24 volts. Designer/Consultants.	No.	21	
e)	pole Lights for 7 mtr Poles 150 W LED :			
	150 Watt, LED type Outdoor, pole light fixtures complete in all respect ,housing etc Complete as required as per approved manufacturer	Nos.	40	
f)	Garden Lights :			
	25 Watt, LED, Garden Lights as per Approved makes.	Nos.	64	
6	Music/Speakers:			
	supply ,Installation, Testing & Commissioning of 20Watt speakers ,outdoor, whether proof installed on the suitable foundations along the walkway etc including providing & Connecting 2 core stranded speaker wires from the console/amplifier up to the speakers in a suitable protective method by using HDPE / GI Pipes.	Nos.		
7	WI-FI ROUTERS :			
	Providing wifi routers at diffirent locations as per requirement of designer/consultant.	Nos	2	
8	EARTHING SYSTEM			
i	Supply, installation and connecting a Copper CHEMICAL EARTHING SAFE EARTH ELECTRODE 50MM DIA 3 Mtrs earthing electrode with non corrosive hygroscopic Backfill compound The cost of digging and back filling earth electrode as per IS 3043-1987.at a depth of 2000 mm. A masonry strucutre shall be constructed to a depth of 750mm. and a heavy duty CI Cover shall be used to cover the pit. Earth resistance with in 1 ohm. as per requirements of local authorities, With15 years warranty including Masonary chamber with locking arrangements.			
a	for Low Voltage & Data Network	Set	2	
ii	Supply, installation and connecting a GI CHEMICAL EARTHING SAFE EARTH ELECTRODE 50MM DIA 3 Mtrs earthing electrode with non corrosive hygroscopic Backfill compound The cost of digging and back filling earth electrode as per IS 3043-1987.at a depth of 2000 mm. A masonry strucutre shall be constructed to a depth of 750mm. and a heavy duty CI Cover shall be used to cover the pit. Earth resistance with in 1 ohm. as per requirements of local authorities, With 15 years warranty including masonary chamber			
a	for Body Earthing	Set	6	
iii	Supplying and installation of following sizes of earth strip & wires by using spacer clamp for main earth flat,suitable clamping with M.S / Cu. flats for earthwires etc.,including terminal crimping type sockets,bolts & washers, etc required for the complete job.			
b	25x 6 mm CU strip.on surface or as required.	Rmt	50	
c	25 x 6 mm GI strip on surface or as required.	Rmt	50	

d	Providing and fixing 6 SWG GI wire on surface are in recases for loop earthing long with existing conduit / cable as required	MTR	1000	
	Total of Sub Head Electrical Internal Electrical II =			₹ 0.00
	GRAND TOTAL FOR ELECTRICAL WORKS (I+II)			₹ 0.00

PART - 3 PLUMBING WORKS (INTERNAL & EXTERNAL)				
APPROVED MAKES for plumbing pipes and accessories - ASTRAL , PRINCE , SUPREME or equivalent for pvc pipes and Jindal, Tata or equivalent for GI/CI pipes. Jaguar, Kohler, Cotto or equivalent for sanitary fixtures. All approval to be taken from engineer-in-charge before procurement.				
Sl. No	Item of Work	Unit	Qty	Amount
	STORM WATER (SCHEDULED ITEMS)			
1	Excavating trenches of required width for pipes, cables, etc, including excavation for sockets, depth upto 1.5 m, including getting out the excavated materials, returning the soil as required in layers not exceeding 20 cm in depth, including consolidating each deposited layers by ramming, watering etc., stacking serviceable material for measurements and disposal of unserviceable material as directed, within a lead of 50 m : All kinds of soil			
	Pipes, cables etc, not exceeding 80 mm dia.	Metre	450	
2	Providing and laying non-pressure NP8 class p.vc . pipes with collers jointed with soln including testing of joints etc. complete : ASTRAL (PVC pipe foamcore NP8) OR EQUIVALENT			
	150 mm dia.pvc pipe	Metre	100	
	250 mm dia. PVCpipe	Metre	100	
	300 mm dia. PVC . pipe	Metre	450	
	300 mm dia. PVC . pipe (SEWAGE)	Metre	600	
3	Providing and laying non-pressure NP2 class (light duty) R.C.C. pipes with collers jointed with stiff mixture of cement mortar in the proportion of 1:2 (1 cement :2 fine sand) including testing of joints etc. complete :			
	150 mm dia. R.C.C. pipe	Metre	40	
	250 mm dia. R.C.C. pipe	Metre	100	
	300 mm dia. R.C.C. pipe	Metre	50	
	SANITARY WORK			
4	Providing, fixing, jointing, testing and commissioning of UPVC pipe with fittings (for waste pipe from individual fixtures to floor trap / floor drain & vent pipe& rain water) IS : 4985 (Pipe Class III - 6 kg / sq.cm) cut to required lengths including all necessary fittings and specials such as bends, junctions offsets, access pieces . Fixing at wall / ceiling level supported by G.I. clamps, hangers etc. duly epoxy coated. Cost shall be inclusive of providing and laying 1:2:4 cement concrete all around the pipe including pillers, supports, shuttering & centering.			
a)	110 mm dia	Metre	450.00	

b)	90 mm dia	Metre	400.00	
5	Providing and fixing MS holder-batclamps of approved design to Upvc pipe embedded in and including cement concrete blocks 10 x 10 x 10cm of 1:2:4 (1 cement:2 coarse sand: 4 graded stone aggregate 20mm nominal size) including cost of cutting holes and making good the wads etc.			
a)	110 mm dia	Each	100.00	
b)	90 mm dia	Each	50.00	
6	Providing and fixing uPVC bend of required degree with access door, insertion rubber wasrier 3mm thick, bolts and nuts complete.			
a)	110 mm dia	Each	40.00	
b)	90 mm dia	Each	20.00	
7	Providing and fixing uPVC plain bend of required degree			
a)	100 mm dia	Each	20.00	
b)	75 mm dia	Each	20.00	
8	Providing and fixing uPVC double equal junction of required degree with access door, insertion rubber washer 3mm thick, bolts and nuts complete.			
a)	100 x 100x100x100 mm	Each	20.00	
b)	75 x 75 x 75 x 75mm	Each	10.00	
9	Providing and fixing uPVC double equal plain junction of required degree			
a)	100 x 100x100x100 mm	Each	20.00	
b)	75 x 75 x 75 x 75mm	Each	10.00	
10	Providing and fixing uPVC single equal plain junction of required degree with access door, insertion rubber washer 3mm thick, bolts and nuts complete			
a)	100 x 100x100x100 mm	Each	10.00	
b)	75 x 75 x 75 X 75mm	Each	10.00	
11	Providing and fixing uPVC single equal plain junction of required degree			
a)	100x100x100 mm	Each	20.00	
b)	75x75x 75mm	Each	20.00	
12	Providing and fixing uPVC door piece, insertion rubber washer 3mm thick, bolts and nuts complete - 100mm			
a)	110 mm dia	Each	20.00	
b)	90 mm dia	Each	20.00	
13	Providing and fixing uPVC trap of self cleansing design with screwed down or hinged grating with or without vent ami complete, including cost of cutting and making good the walls and floors			
a)	100mm inlet and 100mm outlet	Each	20.00	
14	Providing and fixing G.I. Pipes complete with G.I. fittings and clamps, i/c making good the walls etc. concealed pipe, including painting with anti corrosive bitumastic paint, cutting chases and making good the wall :			
	15 mm dia nominal bore	metre	200.00	
	20 mm dia nominal bore	metre	250.00	
15	Providing and fixing G.I. pipes complete with G.I. fittings including trenching and refilling etc. External work			

	15 mm dia nominal bore	metre	10.00	
	20 mm dia nominal bore	metre	10.00	
	25 mm dia nominal bore	metre	50.00	
16	Providing and fixing chlorinated Polyvinyl chloride (CPVC) pipes, having thermal stability for hot & cold water supply including all CPVC plain & brass threaded fittings i/c fixing the pipe with clamps at 1.0m spacing. This includes jointing of pipes & fittings with one step CPVC solvent cement and the cost of cutting chases and making good the same including testing of joints complete as per direction of Engineer in Charge.			
	Internal work- Exposed on wall			
	25mm nominal bore	Metre	50.00	
	32mm nominal bore	Metre	50.00	
	40mm nominal bore	Metre	50.00	
17	Providing and fixing chlorinated Polyvinyl chloride (CPVC) pipes, having thermal stability for hot & cold water supply including all CPVC plain & brass threaded fittings i/c fixing the pipe with clamps at 1.0m spacing. This includes jointing of pipes & fittings with one step CPVC solvent cement and the cost of cutting chases and making good the same including testing of joints complete as per direction of Engineer in Charge.			
	Concealed work including cutting chases and making good the walls etc.			
18	15mm nominal bore	Metre	150.00	
19	20mm nominal bore	Metre	200.00	
20	25mm nominal bore	Metre	100.00	
21	32mm nominal bore	Metre	200.00	
22	Providing and fixing brass stop cock of approved quality			
	15mm nominal bore	Each	40.00	
	20mm nominal bore	Each	35.00	
23	Providing and fixing gun metal gate valve with CI wheel of approved quality (screwed end).			
	25 mm nominal bore	Each	20.00	
	50mm nominal bore	Each	20.00	
24	Providing and fixing unplasticised PVC connection pipe with brass unions:			
	30 cm length (15mm nominal bore)	Each	40.00	
25	Providing and fixing C.P . brass stop cock (concealed) of standard design and of approved make conforming to IS:8931.			
	15mm nominal bore	Each	20.00	
26	Providing and fixing C.I. double acting air valve of approved quality with bolts, nuts, rubber insertions etc. complete (The tail pieces, tapers etc if required will be paid separately)			
	50mm dia	Each	8.00	
27	Providing and fixing square-mouth S.W. gully trap class SP-1 complete with C.I. grating brick masonry chamber with water tight C.I. cover with frame of 300 x300 mm size (inside) the weight of cover to be not less than 4.50 kg and frame to be not less than 2.70 kg as per standard design :			
	100x100 mm size P type			

	With common burnt clay F.P.S. (non modular) bricks of class designation 7.5	Each	15.00	
28	Constructing brick masonry circular type manhole 0.91m internal dia at bottom and 0.56m dia at top in cement mortar 1:4 (1 cement : 4 coarse sand), in side cement plaster 12 mm thick with cement mortar 1:3 (1 cement : 3 coarse sand) finished with a floating coat of neat cement, foundation concrete 1:3:6 mix (1 cement : 3 coarse sand : 6 graded stone aggregate 40mm nominal size), and making necessary channel in cement concrete 1:2:4 (1 cement : 2 coarse sand : 4 graded stone aggregate 20mm nominal size) finished with a floating coat of neat cement all complete as per standard design:			
	0.91 m deep with S.F.R.C. cover and frame (heavy duty, HD-20 grade designation) 560mm internal diameter conforming to I.S. 12592, total weight of cover and frame to be not less than 182kg., fixed in cement concrete 1:2:4 (1 cement : 2 coarse sand : 4 graded stone aggregate 20 mm nominal size) including centering, shuttering all complete. (Excavation, foot rests and 12mm thick cement plaster at the external surface shall be paid for separately):			
	With common burnt clay F.P.S. (non modular) bricks of class designation 7.5	each	6.00	
29	Constructing brick masonry chamber for underground C.I. Inspection chamber and bends with common burnt clay F.P.S (non modular) bricks of class designation 7.5 in cement mortar 1:4 (1 cement : 4 coarse sand) C.I. cover with frame (light duty) 455x610 mm internal dimensions, total weight of cover with frame to be not less than 38 kg (weight of cover 23 kg and weight of frame 15 kg) R.C.C. top slab with 1:2:4 mix (1 cement: 2 coarse sand : 4 graded stone aggregate 20 mm nominal size) foundation concrete 1:5:10 (1 cement : 5 fine sand : 10 graded stone aggregate 40 mm nominal size), inside plastering 12 mm thick with cement mortar 1:3 (1 cement: 3 coarse sand) finished smooth with a floating coat of neat cement on walls and bed concrete etc. complete as per standard design:			
	Inside dimensions 455 x 610 mm and 45 cm deep for single pipe line			
	With common burnt clay F.P.S. (non modular) bricks of class designation 7.5	Each	35.00	
30	Extra for depth beyond 45 cm of brick masonry chamber with common burnt clay F.P.S (non modular) bricks of class designation 7.5.			
	For 455 x 610 mm size-			
	With common burnt clay F.P.S. (non modular) bricks of class designation 7.5	metre	40.00	
31	Making connection of drain or sewer line with existing manhole including breaking into and making good the walls, floors with cement concrete 1:2:4 mix (1 cement : 2 coarse sand : 4 graded stone aggregate 20 mm nominal size) cement plastered on both sides with cement mortar 1:3 (1 cement : 3 coarse sand), finished with a floating coat of neat cement and making necessary channels for the drain etc. complete			
	For pipes 100 to 250 mm diameter	Each	4.00	
	For pipes 250 to 300 mm diameter	Each	4.00	
32	Constructing brick masonry road gully chamber 50x45x60 cm with bricks in cement mortar 1:4 (1 cement : 4 coarse sand) including 500x450 mm			

	pre-cast R.C.C. horizontal grating with frame complete as per standard design :			
	With common burnt clay F .P .S. (non modular) bricks of class designation 7.5	Each	10.00	
33	Providing and fixing on wall face unplasticised Rigid PVC rain water pipes conforming to IS : 13592 Type A including jointing with seal ring conforming to IS : 5382 leaving 10 mm gap for thermal expansion. (i) Single socketed pipes.			
	110mm diameter single socketed pipes	metre	200	
34	Providing and fixing on wall face unplasticised-PVC moulded fittings/accessories for unplasticised-Rigid PVC rain water pipes conforming to IS:13592 Type A including jointing with seal ring conforming IS: 5382 leaving 10mm gap for thermal expansion.			
	Single pushfit Coupler :			
	110mm Single Pushfit Coupler	each	40	
35	Bend 87.5°			
	110mm bend Bend 87.5 degree	each	40.00	
36	Shoe (Plain)			
	110mm Shoe (Plain)	each	20.00	
37	Providing and fixing unplasticised-PVC pipe clips of approved design to unplasticised-PVC rain water pipes by means of 50x50x50mm hard wood plugs, screwed with M.S. screws of required length including cutting brick work and fixing in cement mortar 1:4 (1 cement : 4 coarse sand) and making good the wall etc. complete.			
	110mm	each	30.00	
38	Providing and fixing to the inlet mouth of rain water pipe cast iron grating 25cm diameter and weighing not less than 440 grams.	each	20.00	
	SH - 1 SANITARY WORK			
39	Providing and fixing uPVC cleanout plug with openable cap for uPVC pipes			
	For 110 mm OD pipes	Each	30.00	
40	Making khurras 600x600mm with average minimum thickness of 5 cms cement concrete 1:2:4 (1 cement : 2 coarse sand: 4 graded stone aggregate 20mm nominal size) over PVC sheet 1m x 1m x 400 micron, finished with 12mm plaster in cement mortar 1:3(1 cement :3 coarse sand) finished with floating coat of neat cement including rounding of edges and finishing of outlet, complete in all respects.	Nos	8.00	
	Providing laying and jointing glazed stoneware pipes grade 'A' with stif mixture of cement mortar in the of 1:1 (1 cement : 1 fine sand) including testing of joints etc complete.			
A	100mm diameter	RM	300.00	
B	150mm diameter	RM	300.00	
41	Providing and fixing Stainless Steel A ISI 304 (18/8) kitchen sink as per IS: 13983 with CI brackets and stainless steel waste with plug 40mm including painting of fittings and brackets, cutting and making good the walls wherever required.			
	Kitchen sink without drain board, 610x510 mm bowl depth 200 mm	Each	2.00	

42	Providing and fixing wash basin with C.I. brackets, 15 mm C.P. brass pillar taps, 32 mm C.P. brass waste of standard pattern, including painting of fittings and brackets, cutting and making good the walls wherever require:			
	White Vitreous China Wash basin size 630x450 mm with a pair of 15 mm C.P. brass pillar taps	each	5.00	
43	Providing and fixing uPVC floor drain of following size inlet and outlet including cutting and making good the walls and floors wherever required complete in all respects.	Each	20.00	
44	Providing and fixing uPVC cleanout plug with openable cap for uPVC pipes			
	For 110 mm OD pipes	Each	20.00	
45	Making khurras 600x600mm with average minimum thickness of 5 cms cement concrete 1:2:4 (1 cement : 2 coarse sand: 4 graded stone aggregate 20mm nominal size) over PVC sheet 1m x 1m x 400 micron, finished with 12mm plaster in cement mortar 1:3(1 cement :3 coarse sand) finished with floating coat of neat cement including rounding of edges and finishing of outlet, complete in all respects.	Nos	9.00	
46	Providing and fixing in position uPVC PIPE and fittings of heavy class (c) conforming to IS:1239 (for waste pipe from individual fixtures to floor trap / floor drain & vent pipe) Including fixing at wall / ceiling level supported by galvanized clamps and hangers etc.			
	For waste pipes			
a	40mm OD	Metre	50.00	
b	50mm OD	Metre	40.00	
47	Providing and fixing PTMT liquid soap container 109mm wide, 125mm high and 112mm distance from wall of standard shape with bracket of the same materials with snap fittings of approved quality colour and make, weighing not less than 105gms.	Each	4.00	
48	Providing and fixing Division plate for the partition of urinals	Each	4.00	
49	Providing & fixing electric operated hand dryer with photovoltaic control of reputed manufacturer complete as per specification & instructions of engineer.	Each	5.00	
50	Providing and fixing toilet paper holder .			
	C.P. brass	Each	5.00	
51	Providing and fixing towel ring trapezoidal shape 215 mm long, 200 mm wide with minimum distances of 37 mm from wall face with concealed fittings arrangement of approved quality and colour, weighing not less than 88 gms.	Each	4.00	
52	Providing and fixing water closet squatting pan (indian type W.C. pan) with 100mm sand cast iron P or Strap, 10 litre low level white P.V.C. flushing cistern with manually controlled device (handle lever) conforming to IS: 7231, with all fitting and fixture complete including cutting and making good the walls and floors wherever required :			

	White vitreous china orissa pattern W.C. pan of size 580X440mm with intergal type foot rests	each	1.00	
53	Providing and fixing white vertreous china pedastal type water closet (european type) with seal and lid, 10 litre low level white vitreous china flusing cistern & C.P flush bend with fitting & C.I. brackets, 40mm flush bend, overflow arrangement with special of standard make and mosquito proof coupling of approved municipal design complete including painting of fitting and brackets cutting and making good the walls and floors wherever required :			
	W.C. pan with ISI marked white solid seat and lid .	each	4.00	
54	Provinding and fixing white vetreous china flat back or wall corner type lipped front urinal basin of 430 X 260 X 350mm and 340 X 410 X 265mm sizes respectively with automatic flushing cistern with standard flush pipe and C.P. brass spreaders with brass unions and G.I. clamps complete, including painting of fittings and brackets, cutting and making good the walls and floors wherever required :			
	One urinal basin wit 5 litre white P.V.C automatic flushing cistern	each	4.00	
55	Providing and fixing P.V.low level flushing cistern with manually controlled device (handle lever) conforming to IS : 7231, with all fitting and fixture complete			
	10 litre (full flush) capacity-white	each	4.00	
56	Providing and fixing white vitreous china wash basin including making all connection but excluding the cost of fitting			
	Flat back wash basin of size 630 X 450mm	each	4.00	
57	Providing and fixing P.V.C. waste pipe for sink or wash basin including P.V.C waste fitting complete			
	40mm dia (flexible pipe)	each	4.00	
58	Providing and fixing 600 X 450mm bevelled edge mirror of superior glass (of approved quality) complete with 6mm thick hard board ground fixed to wooden cleats wiyh C.P. brass screws and washers complete.	each	4.00	
59	Providing and fixing toilet paper holder :			
	C.P. brass	each	12.00	
60	Providing and placing on terrace (at all floor levels) polyethylene water storage tank ISI : 12701 marked with cover and suitable locking arrangement and making necessary holes for inlet, outlet and overflow pipe but without fittings and base support for tank.	per ltr.	2000.00	
61	Providing and fixing C.P. brass long nose bib cock of approved quality conforming to IS standards and weighing not less than 810gms.			
	20mm dia, nominal bore	each	6.00	
62	Providing and fixing C.P. brass long body bib cock of approved quality conforming to IS standard and weighing not less than 690gms.			

	15mm dia, nominal bore	each	6.00	
63	Providing and fixing C.P. brass stop cock (concealed) of standard design and of approved make conforming to IS : 8931.			
	15mm dia, nominal bore	each	10.00	
64	Providing and fixing C.P. brass angle valve for basin mixer and geyser points of approved quality conforming to IS:8931			
	15mm dia, nominal bore	each	10.00	
65	Providing laying and jointing glazed stoneware pipes grade 'A' with stiff mixture of cement mortar in the of 1:1 (1 cement : 1 fine sand) including testing of joints etc complete.			
a	100mm diameter	RM	50.00	
b	150mm diameter	RM	50.00	
Total Part 3 - PLUMBING WORKS				0.00

4.FIRE FIGHTING				
APPROVED MAKES for piping - JINDAL , TATA, SAIL pipes as approved by engineer-in-charge.				
S.No	Description	Unit	Qty	Amount
A)	FIRE PUMPS, EQUIPMENT, PIPING, VALVES & ACCESSORIES :			
	Approved makes for pumps - kirloskar , crompton , Grundfos. Or equivalent as approved by engineer-in charge			
1	Electric Motor Driven Pump (Location - Plant Room)			
1	Supplying, installing, testing and commissioning of Fire authority approved Electrical driven fire pump suitable for automatic/ manual operation consisting of the following:			
	-			
i)	Horizontal mounted End Suction type fire pump having cast iron body, bronze impeller, stainless steel shaft & capable of delivering 2850 LPM against a total head of 65M while running at 2900 RPM complete with mechanical seal pressure gauge with GM cock on the delivery side of pump and including 50 mm by pass arrangement (with 50 mm valve and up to 5 meter GI class 'B' pipe) for periodical testing of working of pumping test.			
ii)	Squirrel cage, induction motor TEFC type suitable for 415 + 10%V, 3 phase, 50 Hz, AC supply, of suitable HP rating for the above pump with synchronous speed of 2900 RPM with flexible coupling and coupling guard			

iii)	Common bed plate for mounting pump and motor fabricated of mild steel channel as per manufacturer's recommendation with heavy duty Anti Vibration pads (4 Nos., heavy duty).			
iv)	Coupling and coupling guard for direct coupling of pump and motor.			
v)	Drain Pipe with Valve (50 mm dia) <u>Main Fire Pump/Sprinkler Pump</u> Discharge : 2850 LPM App. Head : 65 M	Set	1	
2	Diesel Engine Driven Fire Pump [Stand by pump] (Location - Plant Room :)			
2	Supplying, installing, testing & commissioning of fire authority approved Diesel Engine driven fire pump suitable for automatic/manual operations consisting of the following:			
i)	Horizontal mounted End Suction type fire pump having cast iron body, bronze impeller, stainless steel shaft & capable of delivering 2850 LPM against a total head of 60 M while running at 1800 RPM complete with mechanical seal pressure gauge with GM cock on the delivery side of pump including 50 mm bypass arrangement (with 50 mm valve and upto 5 meter GI class 'B' pipe) for periodical testing of working of pumping set pumps.			
ii)	Radiator cooled diesel engine of suitable BHP at 1800 RPM for the above pump complete with standard accessories & suitable cooling system as described in specifications.			
iii)	Common base plate for mounting pump & engine of requisite strength manufactured out of M.S. channels as per manufacture's recommendation with heavy duty Anti Vibration pads. (Cushy foot) (6 nos., heavy duty)			
iv)	Coupling & coupling guard for direct coupling of engine & pump.			
v)	200 liters capacity day oil storage tank fabricated from 16 SWG thick M.S. plates. Tank shall be provided with inlet, outlet, overflow, vent, drain connections, filling connection & level indicator. Tank shall be mounted on a suitable steel structure (Painted with 2 coats of red oxide paint). Tank shall be provided with epoxy coat from inside & two or more coats of synthetic enamel paint outside over two coats of red oxide primer.			
vi)	24 volts 180 AH lead acid battery (12 volts - 2 Nos) with boost/Trickle charger for starting the engine automatically complete as required.			
vii)	Provision for starting of Engine automatically in case of power failure at the time of fire <u>Diesel Engine driven pump of:</u>			

	Discharge: 2850 LPM			
	App. Head: 65 M	Set	1	
3	Electrical Motor Driven Jockey Pump Location - Plant Room :			
3	Supplying, installing, testing & commissioning of fire authority approved electrically driven Jockey pump suitable for automatic/manual operation consisting of the following:			
i)	Horizontal mounted end suction jockey pump having cast iron body, volute bronze impeller, stainless shaft capable of delivering 180 LPM against total head of 65M while running at 2900 RPM complete with mechanical seal pressure gauge with mechanical seal GM cock on the delivery side of pump including bypass arrangement (with 25 mm GM stop valve and up to 5 meter G.I. class 'B' pipe) for testing of working of the pumping set as required.			
ii)	Squirrel cage induction motor suitable for 415 + 10%V, 3 phase, 50 Hz, AC supply of suitable HP rating for the above pump with synchronous speed of 2900 RPM T.E.F.C type connected to pump with flexible coupling and coupling guard .			
iii)	Common bed plate for mounting pump and motor fabricated of mild steel channel as per manufacturer's recommendation with heavy duty 4 Nos. Anti Vibration pads.(Cushy foot)			
iv)	Drain pipe with valve (25 mm dia)			
v)	Jockey Pump :-			
a)	Discharge : 180 LPM (3 LPS)			
	App Head : 55 M	Set	2	
4	Supply, installation, testing and commissioning of Pressure switch of approved make for Hydrant pump, jockey pump and Diesel Engine Driven pump including necessary wiring and cut off valve up to central panel & other material as described in specifications.	Each	5	
5	Supply, installation, testing and commissioning of Fire authority approved suitable pressure vessel with air release valve (minimum 450 mm dia & 1500 mm height) with all fittings including two nos. pressure gauge on the delivery side, 80 mm dia flanged inlet and 50 mm dia drain line with 50 mm dia G.M. gate valve.	Each	3	
6	Providing, fixing, testing and commissioning of heavy class MS pipe, IS : 1239 marked with all necessary fittings like tees, elbows, flanges, reducers, gaskets, nuts and bolts etc. welded or screwed joints as required including fixing the pipe with necessary structural supports including painting of two coats of synthetic enamel paint over two coats of red oxide primer including all civil breakages and making good the same			
a)	65 mm dia (Nominal Bore)	RM	20	
b)	80 mm dia (Nominal Bore)	RM	20	

c)	100 mm dia (Nominal Bore)	RM	20	
e)	150 mm dia (Nominal Bore)	RM	100	
7	Providing, fixing, testing & commissioning of heavy class MS pipe, IS : 3589 marked with all necessary fittings like tees, elbows, flanges, reducers, gaskets, nuts and bolts etc. welded or screwed joints as required including fixing the pipe with necessary structural supports (for delivery/suction manifold relating to the pumps) including painting of two coats of synthetic enamel paint over two coats of red oxide primer including all civil breakages and making good the same [Location : Plant room].			
a)	200 mm dia (6.35 mm thick) with necessary supports etc. as required. (Nominal Bore)	RM	20	
8	Providing, fixing, testing & commissioning of following dia C.I. Double flanged 'Y' typed Strainer including nut, bolts and 3 mm thick gasket as required.			
a)	200 mm dia	Each	4	
b)	150 mm dia	Each	4	
c)	100 mm dia	Each	4	
9	Providing, fixing, testing & commissioning of C.I. Butterfly valve conforming to IS : 13095 with flanges, nuts, bolts and washers complete for following sizes :- [PN 1.6 rating].			
a)	200 mm dia (Gear operated)	Each	2	
b)	150 mm dia	Each	6	
c)	100 mm dia	Each	1	
d)	80 mm dia	Each	3	
e)	65 mm dia	Each	1	
f)	50 mm dia	Each	1	
10	Providing, fixing, testing & commissioning of dual plate non-return valve complete with nuts, bolts and washers.			
a)	200 mm dia	Each	1	
b)	150 mm dia	Each	3	
c)	100 mm dia	Each	R.O.	
d)	80 mm dia	Each	1	
e)	65 mm dia	Each	1	
11	Providing, fixing, testing & commissioning of 100 mm dia Burden type, Stainless Steel dial type pressure gauge (in Pump Room) including brass isolation valve and pipe having calibration of 0-15 Kg/cm ² .	Each	4	

12	Providing and fixing exhaust, Diesel engine driven pump exhaust M. S. pipe class 'C' 150 mm dia including fitting like flanges, bends, reducers, etc. 50 mm thick fibre wool insulation aluminium cladding, 24 gauge, necessary excavation, fixing of silencer connections at engine exhaust, necessary supports, back filling, cutting and making good, bird proof and weather proof flap complete in all respect as directed.	RM	15	
13	Providing and fixing M.S. structural work fabricated from standard sections, (MS rounds, angles, channels etc.) including cutting to size, drilling welding including cost of fasteners clamps in R.C.C. structural members as directed, including two or more coats of synthetic enamel paints over one coat of primer after surface preparation including cutting and making good walls.	Kg	1500	
B) FIRE HYDRANT SYSTEM :				
1	Excavation of required width for fire fighting pipes including excavation for sockets and dressing of sides, ramming of bottom depth upto 1.5 m including getting out the excavated soil and then returning the soil as required in layer not exceeding 20 cms in depth including consolidating each deposited layers by ramming, watering etc. and disposing of surplus excavated soil as directed within a lead of 100m for all kinds of soil.			
b)	Pipes, exceeding 80 mm dia but not exceeding 300 mm dia.	RM	300	
2	Supply, Installation testing & commissioning of Black Mild Steel Class 'C' (Heavy Duty) pipes conforming to IS : 1239 Part-I including cutting, threading, welding & all fittings like flanges, tees, elbows, bends junctions, reducers, ball valves etc. welded or screwed joints, clamps structural steel supports (as per TAC norms) or as required/ directed at site including cutting & making good the walls, floors, RCC work etc cutting chases & filling the same with cement concrete 1:3:6 (1 cement :3 coarse sand :6 graded stone aggregate 20 mm nominal size) (For Internal work).			
<u>Note:</u> Pipes upto and 50 mm dia shall be threaded joints, above 50 mm shall be welded joints.				
g)	100 mm dia (Nominal Bore)	RM	100	
h)	150 mm dia (Nominal Bore)	RM	600	
3	Supply and painting for M.S. Pipe with a coat of red oxide Primer and two or more coats of synthetic enamel paint of approved colour to give an even shade including surface preparation and cleaning of pipe from all external material.			
g)	100 mm dia (Nominal Bore)	RM	100	
h)	150 mm dia (Nominal Bore)	RM	600	

5	Providing and applying two coat of 4 mm thick 'PYPKOTE' antirust protection including primer and lap of 25 mm on M.S. pipe in trenches or complete including surface preparation coating and wrapping shall be confirm to ISI 10221 including conducting required Test.			
b)	80 mm dia	RM	20	
c)	100 mm dia	RM	10	
d)	150 mm dia	RM	100	
7	Providing & Fixing of gun metal double headed hydrant valves with 100 mm dia flanged inlet & 63 mm dia female outlet complete with rubber blank cap and chain as per IS : 5290 (For internal hydrant). [ISI marked should be embossed]	Each	2	
8	Providing & Fixing of gun metal single headed ISI marked oblique pattern hydrant landing valves with 80mm dia flanged inlet & 63 mm dia female outlet complete with gun metal cap and GI chain twist release type plug and all accessories as per IS : 5290-1983 Type A	Each	5	
9	Providing & Fixing of 63 mm dia 15 m long non-percolating flexible hose (RRL- type A) as per IS : 636. Type A with Gunmetal male & female instantaneous type coupling (IS 903)	Each	5	
10	Providing & Fixing of standard gun metal 63 mm dia branch pipe with nozzle of 20 mm nominal bore outlet as per IS:903 suitable to fit with standard instantaneous type 63mm dia coupling ISI marked (IS:903) complete.	Each	5	
11	Providing & Fixing of standard Fireman's Axe with heavy insulated handle conforming to (IS:926).	Each	5	
12	Providing & Fixing of wall mounting swinging type first aid fire hose reel with drum, hanging bracket, 36.5 Mtr. length x 20 mm dia high pressure hose reel tubing as per IS: 444 with gun metal (GM) shut off nozzle having 5 mm dia orifice. The hose reel shall be conforming to IS : 884-1985. Rate shall include 25 mm dia M.S. pipe connection from Riser to hose reel, sockets, nipples, elbows and ball valve (25 mm dia). Drum shall be fixed on adjoining wall through anchor fasteners / cement concrete block as and when required.	Each	5	
	-			
20	Providing & Fixing of 100 mm dia gun metal fire brigade suction hose coupling of (gunmetal draw off connection) with 100 mm dia M.S. 'C' Class suction pipe with 100 mm dia C.I. foot valve. (Pipe max. 10 m long). Cost shall include a wall mounted box of M.S. construction (16 SWG) with glass door (4.0 mm thick) to house the above mentioned component to be connected to static water tank.	Set	1	
D)	PORTABLE FIRE EXTINGUISHERS : approved makes are Cease Fire, Agni, Honeywell or equivalent as approved by engineer-in-charge			

1	Providing & fixing of ISI marked (IS:940) portable chemical Fire Extinguisher, water (gas pressure) type capacity 9 ltrs with gun-metal cap. and nozzle and complete in all respects including initial fill and wall suspension bracket.	Each	10	
2	Providing & fixing of ISI marked (IS:2878) portable fire extinguisher, carbondioxide type flat base including valve, discharge hose of not less than 10 mm dia. 1 M long & complete in all respects including initial fill with CO ₂ gas confirming to IS:307-1966 filled to a filling ratio of not more than 0.667 of not more than 0.667 and wall suspension bracket.			
a)	Capacity 4.5 kg	Each	12	
5	Providing and fixing of self illuminated / auto glow "EXIT" signs printed on photoluminescent sheet containing self illuminated base chemical, of appropriate size not less than 400 x 150 mm, suspended from ceiling or fixed to the walls with accessories as required and as directed at site.	Nos	10	
SUB HEAD-B (FIRE HYDRANT ACCESSORIES)				
1	Providing and fixing gunmetal fire brigade inlet head as per IS:904 Specification tested for 20 Kg/cm ² with 63 mm dia. instantaneous type inlet and 100/150mm dia.. flanged outlet with built-in check valve for fire brigade connection to under ground tanks and fire risers including companion flanges as portable " E" including nuts, bolts & washers etc.			
a.	Three way	Nos	1	
2	Providing and fixing gunmetal fire brigade suction 150 mm dia. for fire tank complete with PVC Cap companion flange as per table "E" nuts, bolts, gasket etc			
a.	150 mm	Nos.	1	
TOTAL FIREFIGHTING				0

SECTION 12: ANNEXURE 10: Format for Bank Guarantee for EMD

B.G. No.

Dated:

In consideration of you, Bareilly Smart City Limited, having its office at _____, (hereinafter referred to as "Authority", which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid of _____ [a Company registered under provision of the Companies Act, 1956/2013] and having its registered office at _____ (hereinafter referred to as the "Bidder" which expression shall unless it be repugnant to the subject or context thereof include its/their executors administrators, successors and assigns), for the Name of the Project "....." (hereinafter referred to as "the Project") pursuant to the RFP Document datedissued in respect of the Project and other related documents (hereinafter collectively referred to as "Bidding Documents"), we [Name of the Bank] having our registered office at _____ and one of its branches at _____ (hereinafter referred to as the "Bank"), at the request of the Bidder, do hereby as per the Detailed Tender Notice of the RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents (including the RFP Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to Authority an amount of Rs _____ (Rupees _____) as bid security (hereinafter referred to as the "Bid Security") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfill or comply with all or any of the terms and conditions contained in the said Bidding Documents.

Any such written demand made by Authority stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Bank.

We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of Authority is disputed by the Bidder or not merely on the first demand from Authority stating that the amount claimed is due to Authority by reason of failure of the Bidder to fulfill and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its Bid open during the Bid validity period as set forth in the said Bidding

Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. _____ (Rupees _____ only).

This Guarantee shall be irrevocable and remain in full force for a period of 365 days from the Bid Due Date inclusive of a claim period of 60 (sixty) days or for such extended period as may be mutually agreed between Authority and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.

We, the Bank, further agree that Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents

including, inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Bidding Documents, and the decision of Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between Authority and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority.

The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.

In order to give full effect to this Guarantee, Authority shall be entitled to treat the Bank as the principal debtor. Authority shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Intent by the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to Authority, and the Bank shall not be released from its liability under these presents by any exercise by Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of Authority or any indulgence by Authority to the said Bidder or by any change in the constitution of Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.

Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.

We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch that shall be deemed to have been duly authorized to receive the said notice of claim.

It shall not be necessary for Authority to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which Authority may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealised.

We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of Authority in writing.

The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorized and has full power to execute this Guarantee for and on behalf of the Bank.

Signed and Delivered by _____ Bank

By the hand of Mr./Ms _____, its _____ and authorized official.

(Signature of the Authorized Signatory)

(Official Seal)

End of RFP Volume 1

REQUEST FOR PROPOSAL

Name of the Work: "Sanjay Community Hall & Pond Complex external development at Bareilly"

Volume 2: Scope of Work



BAREILLY SMART CITY LIMITED (BSCL)

BAREILLY (UTTAR PRADESH, INDIA)



Employer: - Bareilly Smart City Limited (BSCL)

Nagar Nigam, Bareilly- 243001

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1. Volume 2: Section 1-Scope of work

1.1. Introduction

The Sanjay Gandhi Community complex has the Sanjay community hall and its campus along with the adjacent plot of Pond area. This project consists of the following:

1. Development of the pond area as per the drawings with retaining wall, pond dredging, jogging track, landscaping and other public features including lighting, seating area, storm water drainage, water supply, Aerated fountain etc.
2. Development of the entire campus with parking areas, pavements, public spaces, children play areas and all landscape features including electrical work, plumbing and firefighting.
3. Development and construction of Annex Building behind the Sanjay Community which will house Restaurant with open terrace, Members Restaurant and Party Hall.
4. This project does not include the renovation of the Hall building.
5. Water treatment of the pond is part of a separate project and is not included in the scope of work of the successful bidder.

1.2.PROJECT OBJECTIVES:

The detailed objectives of this project are,

- To provide recreational spaces to the people of Bareilly and develop Sanjay Community complex as a recreational space creating different spaces within the complex serving the place-making need for local citizen.
- To transform this underutilized water body with efficient and robust infrastructure by dredging and stone pitching retaining wall & creation of different activities along pedestrian promenade which will be lined with gardens, food courts and organized vending spaces and seating areas.
- To develop Jogging track on the site for the morning visitors with rich experience of clean water body alongside.
- To provide water fountain in the pond manage a water show in the evening.
- To Provide proper landscaping Features and ample plantation as described in the landscape drawing provided.
- To develop and Construction of Annex building

During the vetting of the project, Structural analysis of the existing Hall building was conducted and the structure was found to be Unsafe in its present state. Thus, the Bareilly Smart city Limited has taken the decision to construct an Annexe Building to house the additional public amenities that were proposed to be added in the Hall building along with food kiosks. These Amenities shall be leasable spaces and shall include the following:

1. 6 nos Food Kiosks near the Annexe Building
2. 10 food kiosks near pond
3. 1 Restaurant with kitchen
4. 1 member's lounge with service area
5. Semi covered tensile public area as shown in drawing.
6. Toilets / staircase / lift

The total Built-up area of the building is as follows:

Ground Floor – 375 sqm

First Floor – 375 sqm

Total built up area- 750 sqm

Tensile covered area – 476.4 sqm

Food kiosk area near pond – 96.25 qm

1.3.PROJECT SITE:

The proposed site is 21,500 sqm located in the ABD area in the Civil Lines region along the Bareilly College Road. This triangular site is bound by Rampur Garden colony on one side, allen club on the other side and Hind cinema on third site.

S.No.	ITEM	Plot Area (Sqm)
	Plot Area	21,500
1	Sanjay Community complex area	8,725
1A	SCH Auditorium Building	1,900(Not to be touched)
2	SCH Pond Complex Area	12,775

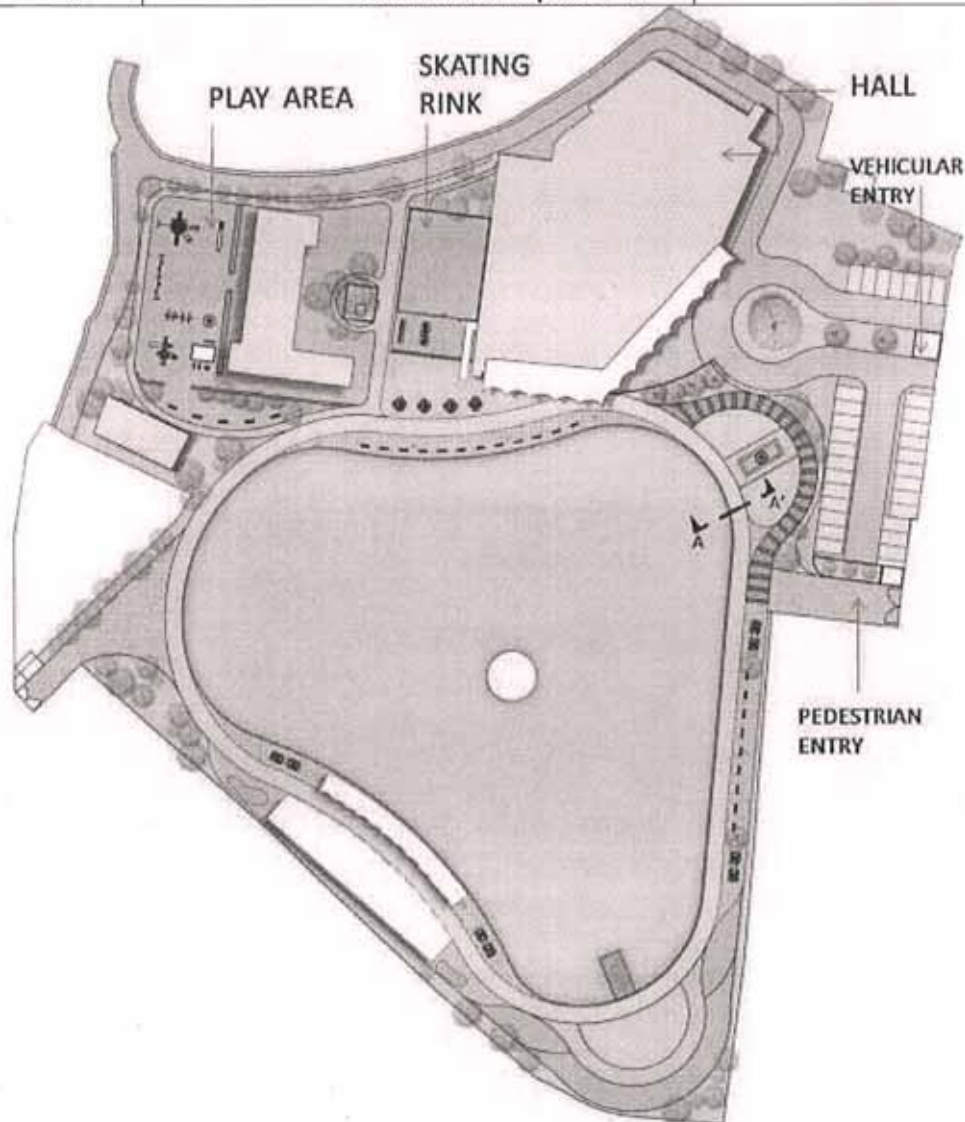


Figure 1 Site Plan

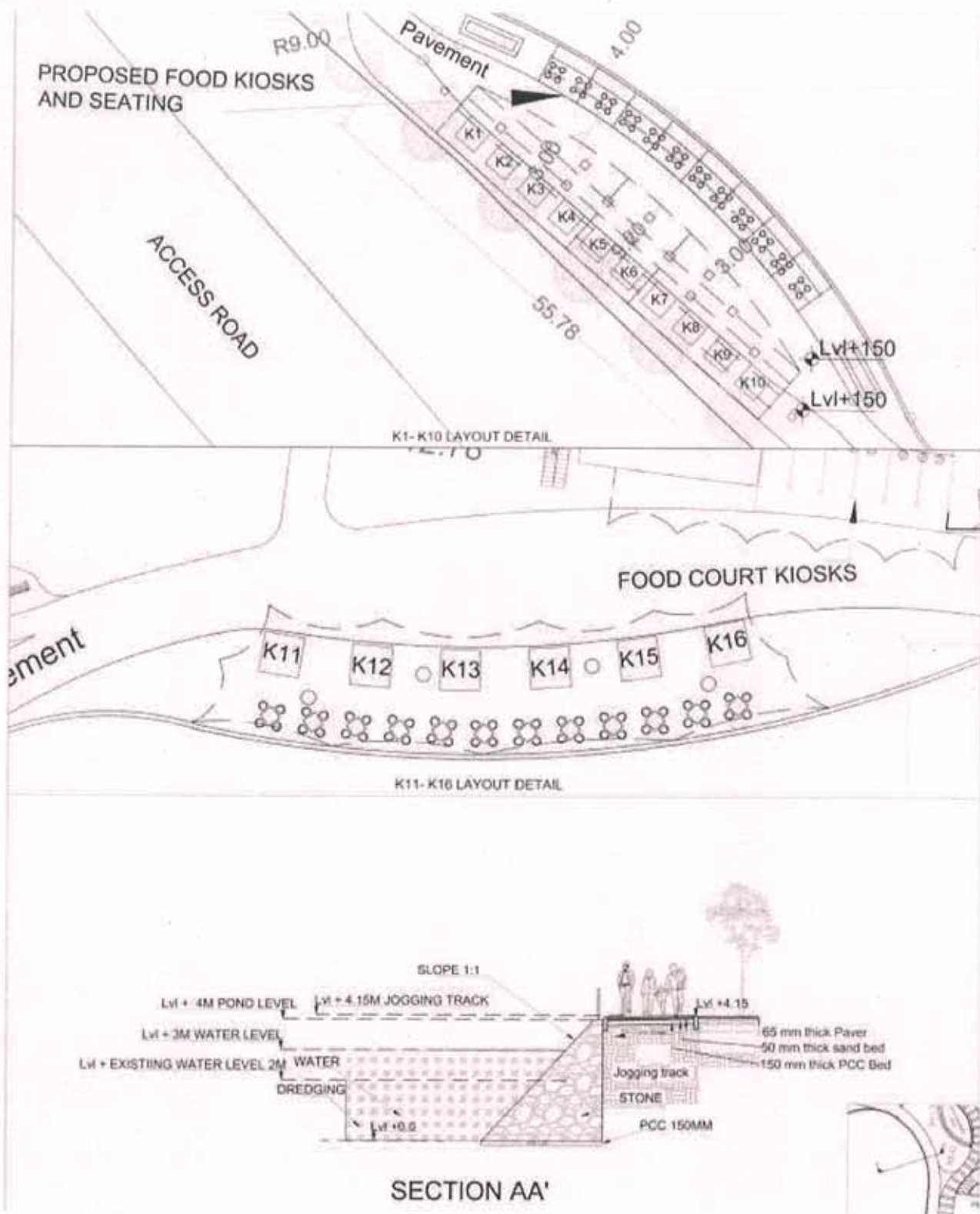


Figure 2 Components Blow Up



Figure 3 Project Views

1.4.PROJECT COMPONENTS:

Overall Project Program

1.4.1. Pond Area Programming

SANJAY COMMUNITY POND				
Classification	Area (sq m)	No.	Total	Location/Features
Pavement	1,450	-	1,450	A pedestrian walkway connecting all the sides of the pond complex.
Pond area with fountain activities	6,780	-	6,780	Includes only the footprint of the water body.
Green Areas	1,500	-	1,500	Landscaped greens of different varieties for a pleasing visual experience and to enhance the micro climate.
Plaza	3045	-	3045	Public realm for social interactions, public performances, selfie points, pond side entries etc.
Total Area			12,775	

Complex Area Component

1.4.2. SCH complex external development

	ITEM	Area (Sqm)	Remark
1	Skating Ring	377	Behind auditorium
2	Roads and Surface Parking	4628	
3	Landscaping	3,720	Includes all the green areas in the Auditorium complex.

Components

	ITEM	Builtup Area (Sqm)	Remark
1	Food Kiosks near pond edge-1	37.50	6nos of 6.25 sqm each
2	Food Kiosks near pond edge-2	62.50	10nos of 6.25 sqm each
3	Front semi-covered sit out-1	100	
4	Front semi-covered sit out-2	140	
5	Gatehouse	72	

The main components to be completed by the implementing agency shall be as follows:

- Kiosks – 16nos
- Tensile roof covering
- Painting etc
- Installation of Street Furniture like Bollards, Benches, and Light Fixtures as demonstrated in the drawings.

- Building Sanctioning from statutory departments.
- Electrical works.
- Plumbing works
- Gatehouse

1.5. Broad Scope

- Contractors are requested to visit the site prior to filing/submission and undertake self-assessment of all the necessary works as per the specification and plans including all attributes/matters related for completion of this project.
- The Contractor is to seek clarification prior to the submission date (where necessary), to have clarity of all the activities required to be carried out for a successful and timely completion of this project and the works which shall be carried out by the successful contractor.
- The works under this Contract comprises, external development of Sanjay Community Complex, Pond Dredging and stone pitching with all related works.
- Other works may include installation or restoration of existing water, drainage and electrical power utilities.
- The contractor shall furnish all labour, material, tools and equipment necessary to complete the works as indicated or inferred in the supporting drawing package. Any item not specifically shown in the drawings or specified, but normally required to conform to the required outcome or such intent, should be considered part of the work unless identified by the contractor prior to commencement of works. The contractor shall include and price for such item in the BOQ accordingly.
- The works shall be completed within the scheduled time unless otherwise approved by the Client or its representatives and shall be certified by the Employer upon Practical Completion.
- The landscape planting shall be provided and in a healthy and vigorous growing condition.
- The contractor shall submit for approval within 7 days of the issue of Letter of Award, his proposed Work Programme based on the criteria of the overall schedule of works, showing the intended sequences, stages and order of proceeding with the works together with the period of time he has estimated for each and every stage of the progress including the resources and plant required.
- The successful bidder shall have to prepare and submit execution presentation and 'shop Drawings' before execution and 'As Built Drawings' after execution depicting the exact construction carried out on site, in soft and hard copy format. Statutory and other charges for getting various required approvals as required shall be in scope of Successful bidder.
- The successful bidder shall undertake confirmatory survey for accuracy and completeness of data prior to commencing the site works. The drawings provided with this document are also available in CAD and Bidders can collect the same, (if required) from the Employer. It is in scope of successful Bidder to undertake all relevant Site surveys, obtaining all required approvals from the relevant regulatory authorities, Prepare and submit maintenance manual to client for approval at least 4 weeks before start of post construction maintenance period. Key tasks/deliverables by the Contractor include:

The contractor should submit a detailed timeline for scope of work to be carried out including details of the manpower deployment for the projects prior to commencing the works for approval by the Employer.

- The Employer or his representatives will supervise and monitor the progress of construction phase and Contractor shall provide necessary coordination.

- Procurement programme indicating purchasing and dispatch of materials as per the implementation timelines. Shall also provide the supporting evidence for all the items delivered to the site and take possession of said items.
- The Contractor shall prepare presentation, shop drawings/fabrication drawings for the all works in accordance with the approved concept design approved by Employer.
- Preparation and submission of periodical progress report for all the stages on a weekly basis. The Contractor must be aware of general and specific site conditions, topography and any existing landscape prior to commencement of any landscape works on site.

Note: If work item is not detailed under Indian Standards, appointed contractor should refer to relevant international standard (BS or equivalent). This should be approved by Employer prior to commencing any works on site;

1.6.Detail Scope of Works

Specifications and Standards

The Sanjay Community hall and Pond Complex shall be designed and constructed in conformity with the Specifications and Standards given. Wherever the requisite specification for any material, workmanship, execution, testing. etc are not specified in this document, the contractor shall refer to up to date NBC / IS code specifications.

Area programming

S.No.	ITEM	Plot Area (Sqm)
	Plot Area	21,500
1	Sanjay Community complex area	8,725
1A	SCH Auditorium Building	1,900(Not to be touched)
2	SCH Pond Complex Area	12,775

Documents at Site

The Contractor shall maintain in a conspicuous place on the site a copy of development permission and a copy of approved drawings and specifications.

1.6.1. Landscape Works

Scope

The Landscape scope includes Detailing, procure, supply, construction, installation, furnishing, equipping, testing, commissioning and execution of landscaping works [softscape], irrigation and fountains for building complex including mock-up for Landscaping items in accordance with the Drawings in RFP,

- Site grading as per the requirements
- Good garden earth & manure
- Trees, shrubs, ground covers, lawns
- Drip irrigation system for trees and shrubs.
- Sprinkler system for lawns
- Tree Plantation
- The Contractor will supply and install barricades for safeguarding landscape development area and works. He may also install the barricades in the landscape development area according to his own understanding if he feels that any part of the landscape area is bound to be damaged for any reason, Contractor shall follow pre construction and during construction soil erosion control measures as per the NBC.

1.6.2. 14.2 Civil and Structure Works

Scope

The Contractor shall carry out, and be responsible for the execution of the project as per the design drawings. The Scope of Work includes but is not limited to the following in relation to the, construction of the Works:

- Prepare a detailed time schedule and submit for approval.
- Take any statutory approval as required for undertaking the works.
- Prepare shop drawings for any item, as required.
- Setting out the works including. Site Clearing, Site Grading, and Excavation including excavation / dredging of the pond.
- All civil works like concreting, masonry, stone retaining walls, plaster etc
- Pavement with cobblestone, stone etc as specified in the design.
- structural steel work.

Note: All the furniture included in the design shall also be included in the scope of work of the contractor such as Outdoor seating planned alongside pond, swings in children play area etc. as specified in the design intent.

1.6.3. ELECTRICAL WORKS

Scope

The scope of work shall cover unloading, storing at site of all equipment, erection and commissioning, test at site, performance guarantee test run, training of Employer's personnel and handing over of the complete electrical system along with mandatory spares as per the terms & conditions.

The scope of work shall comprise of, but not limited to the following:

- Power Supply system from nearest CSS to RMU.
- High Side and Low Side equipment such as Transformers and Switchgear.
- Non-segregated phase Busduct and sandwich Busduct with all associated accessories.

- Main Power Control Centers (PCC), Sub-Power Control Centers (Sub-PCC) and Motor Control Centers (MCC).
- Power Distribution boards.
- Automatic Power Factor Correction Panel with capacitors.
- Metering system.
- All HT/LT Power, control cables.
- Cable carrier system with necessary cabling accessories such as cable glands, lugs, termination and jointing kits etc.
- Fire proof sealing system comprising of fire stops and fire breaks.
- Lighting system including Fittings and fixtures.
- Outdoor Lighting system comprising of lighting distribution boards, lighting transformers, light fittings, lighting poles, Power socket, associate lighting switches/sockets, associated cable, conduit and wiring.
- 100% DG Backup System with Diesel Storage Capacity.
- DG synchronizing panel.
- Earthing system comprising of Earthing Electrodes, Earthing strips/ conductors and associated accessories.
- Lightning Protection system as per early streamer emission method.
- Miscellaneous items such as Local control push buttons, Welding Receptacles
- Safety Equipment's such as rubber mats, sign boards
- All related civil works required for completion, commissioning but not limited to trenches, foundations etc.
- Maintenance requirements

System Design Requirements

The following design criteria shall be considered by the Contractor for the equipment and services supplied under this contract:

- Safety to personnel and equipment during the maintenance.
- Reliability of service.
- Minimum fire risk.
- Ease of maintenance and convenience of operation.
- Automatic protection of all electrical equipment through selective relaying system.
- Electrical supply to equipment within the design operation limits.
- Adequate provision for future extension and modifications.
- Fail safe features.
- Suitability for applicable environmental factors.
- Maximum interchangeability of equipment.
- The design and equipment shall ensure satisfactory operation under variations of voltage $\pm 10\%$, frequency (+) 5% to (-) 5%, combined voltage and frequency 10% for A.C., -15% to +10% for DC as may be met under operating conditions, including those due to starting loads and short circuit and other fault conditions.

Specific requirements for Electrical Equipment's

The following additional design requirements shall be considered.

HT and RMU Panel

- RMU panel shall be metal clad, self-standing dust proof construction, outdoor cubicle type fitted with incoming load break isolators and outgoing feeders as vacuum circuit breakers with aluminium bus bar, fully draw out type. Degree of protection of RMU panel shall be IP65 or better.
- Required margin of (20%) shall be considered while sizing the bus bars and breakers for switchgear
- The relays in the 11kV RMU and 11kV HT panel shall be numerical type with IEC 61850 compatibility.

Busduct and Rising Main

- Non-segregated phase Busduct shall be TPN, Bus bar material shall be of high conductivity electrolytic Aluminium conductor. Bus duct shall have degree of protection better than or equal to IP-54.
- 415V rising main bus bar shall be of sandwich construction and made up of high conductivity electrolytic aluminium conductor, non-ventilated design and the degree of enclosure protection shall be IP 52.
- Each Rising Main shall be equipped with an end feed unit / MCCB panel, at both ends.

Main LT Panel and Sub-Distribution panels

- Main LT panels shall be metal clad, self-standing dust proof construction, fully draw out type and IP 54.
- For feeders rated more than 400A, ACB with Numerical protection/built in microprocessor release, discrete multi-function meters or metering as part of ACB shall be provided. For all other rating feeders Microprocessor based MCCB shall be used. All ACB feeders shall be compatible for remote control, metering and monitoring.
- Incomer and busbar shall be rated for full load current of the total load connected plus a margin of 20%, rounded off to the next standard rating. All outgoing feeder modules from each PCC shall be rated for the full load current plus 10% margin, rounded off to the next standard rating. All PCC shall be provided with 20% spare feeders.
- Incoming feeders shall be provided with ACB breaker with Numerical protection relay compatible with IEC 61850.

APFC Panel

- Automatic Power Factor Correction (APFC) capacitor panels with capacitor bank of adequate kVAR rating to maintain the power factor of 0.98 lag at main LT panels.
- All Poly Propylene (APP) type Capacitor banks shall be housed in APFC Panel cabinet.

Motors

- Motors shall be energy efficient (IE2) squirrel cage induction type, TEFC, IP-55 enclosure (including terminal boxes and bearing housing) with Class-F insulation (and temperature rise limited to Class B).
- Lockable Stop Push Button (press to stop and key to release) shall be provided near to the each equipment. The enclosure shall be engineering plastic (scratch resistant), weather proof, corrosion resistant, dust and vermin-proof, suitable for mounting on wall or structures. The enclosure shall have degree of protection not less than IP55.

DG Set

- Emergency DG set shall be designed for complete 100% Building load redundancy. The Prime rated DG set shall be an Indoor type open construction mounted on base frame through anti vibration mounts. The cooling system for DG set is radiator type. The DG room shall be acoustically insulated along with panels to limit the noise in line with the norms as set by pollution control board.

Power, Control Cables and Cable carriers system

- The cables shall be 11000V un-earthed grade, single / multicore, stranded aluminium, XLPE insulated with PVC inner sheath, armoured and overall sheathed with specially formulated Fire Retardant Low Smoke (FRLS) PVC. Single core cables shall have aluminium wire / formed wire armour, whereas multicore cables shall have galvanised steel strip armour.
- LT power cables shall be 1100V grade, single / multicore, stranded aluminium conductor, XLPE insulated, with PVC inner sheath, armoured and outer sheath made of specially formulated FRLS PVC compound.
- The overall voltage drop shall be limited to 5% and the voltage dip shall be limited to 15%.
- The LT control cables shall be 1100V grade, multicore, 2.5 sq.mm cross section, stranded copper conductor having 7 strands, PVC insulated, inner PVC sheathed, galvanised steel wire/formed wire armoured and outer sheath made of FRLS PVC compound conforming to the performance requirements outlined above shall be used. The cables shall conform to IS:1554 (Part-I) - 1988 / IEC-502 (1983) in all other respects.

- Cable carrier system shall be designed for 70% loading.
- Power cables and control cables shall run in different shafts. Separate riser and trays shall be provided for the LV system.
- All cabling/wiring works shall be concealed wiring except for risers and in other areas where public or tenants do not have access or approved areas by the Employer.

Lighting system

- LED Light fittings should be installed with effective reflectors. Mercury light fittings should not be used, instead Metal halide fittings shall be used.

The luminaries shall be selected to suit architectural, functional and aesthetic requirements.

1.6.4. PLUMBING

The Scope of works shall cover the complete Plumbing system including Internal and External Water Supply, Internal and External drainage including Sewerage, Storm water drainage, of SCH site.

System Design Requirements

- For Utility area at Ground floor/Basement additional features to include:
 - All the transfer pumps, connection between underground tanks and transfer pumps, related piping, valves and accessories etc.
 - Auto level sensors with required controls like solenoid valve for each tanks (both underground tanks and overhead tanks) for automatic operation of transfer pumps.
 - Transfer pumps (1w + 1s) for each potable water & non-potable water system Water supply pipes in Utility building
- Works to include for air vents, PRV, water meters, valves, pressure gauges, water hammer arrestors, Naphtha traps, Floor gratings, Gully trap, grease trap, man holes, inspection chambers, required piping connections etc.
- Required capacity booster pumps with pressure sensor system with required controls and instruments at terrace level for each drinking water system and flushing water system with standby for each building.
- Cabling & earthing from MCC panels to various plumbing/ sanitary system, control wiring & interlocking.
- Field instruments like pressure gauge & pressure switch and control cabling including junction box, erection hardware, etc., to MCC
- Instrumentation and Control equipment included in the package unit shall be complete with primary elements, initiating contacts for alarms, instrument impulse lines, fittings, power and control cables with suitable glands and terminations and instrument installation hardware.
- Supply & Installation of following complete Sanitary Fixtures and Fittings as per the model and make mentioned in the tender specifications.
 - Modular toilet cubicle, Urinal
 - taps.
 - ABS Rinsing spray.
 - Janitor sink.

Associated Works

- The complete electrical work related to Plumbing works including, but not limited to cabling and earthing of various fixtures and control wiring shall be carried out by Contractor.
- The Scope includes the associated works like Structural works for pipe supports for above ground pipes, wall supports, hose cabinet supports, etc., Civil works like wall opening, chipping of foundation, grouting of foundations, sand filling and compacting for underground pipes, etc.,
- Painting of equipment, piping, supports etc. with 2 coats of primer & 2 coats of synthetic enamel as per

relevant IS codes.

- Start up and Essential spares.
- Recommended spares for 5 years operation
- Anchor fasteners required for pipe supports of all the systems which are engineered by vendor and all anchor bolts, nuts, washers and inserts to be embedded in concrete for the equipment and piping.
- Supply of One set of special erection and maintenance tools and tackles.
- Cutting holes, chases & like through all types of walls /floors and finishing for all services crossings, including sealing, frame works, fire proofing, providing sleeve, cover plates, making good structure and finishes to an approved standard.

1.6.5. CCTV Video Surveillance System

- The main objective is to monitor and record the activities, movement of people and vehicles through entry points inside the building, to monitor perimeter.
- Cameras to be positioned at all areas to enable a total secured building.
- Video Cameras should be - IP Mini Dome Color IR, 2 MP, Varifocal lens
- **Associated Works**
- All associated electrical / civil work related to above works including, but not limited to cabling, earthing and structural works for support / fixing of various fixtures, wall openings, grouting, foundations, sand filling and control wiring shall be carried out by Contractor.

1.6.6. ROAD WORKS

Scope

The scope of proposed road works includes development of internal roads/driveways, pathways and parking areas within site. The Contractor shall carry out, and be responsible for, execution of the roads works, including any site surveys, subsoil investigations and all other things necessary for proper construction.

Design Requirements

- Contractor shall prepare and submit Shop drawings, fabrication Drawings, Site Layouts, etc., necessary for execution.

The construction works shall include but not limited to Soil stabilization or other measures to be implemented to improve soil subgrade strength as per design intent (If other than top layer work is required).

1.6.7. Storm Water Drainage Network

Scope

- The Scope of Work for proposed storm water drainage system under this contract includes but is not limited to the following in relation to the construction, testing and commissioning of storm water drainage system of the Works.
- Storm water collection and disposal system.
- Excavation, dewatering, ramming, refilling, and disposal of surplus excavated soil for pipe / box trench.
- Construction of all type inspection chambers.
- Supply, laying jointing, testing and commissioning of RCC NP-3 pipe/ precast RCC rectangular drains with all section sizes as required.
- Hydraulic Testing and commissioning of the entire work.

2. Section 2 Relevant IS Codes

Standards and Specifications of following project components are given in this section;

- Structure design works should follow the latest applicable IS codes and the updates thereof.

The Structure works design shall comply with the all the specified minimum requirements of the Authorities Structures analysis, design and detailing works shall be done by the latest software's.

- The Structural design shall be vetted by a Accredited Structural Engineer approved by the Employer
This approved design shall form the basis of Construction.

2.1. Code For structures

IS-875 (Part 1) – 1987	Code of Practice for Design Loads (other than earthquake) for buildings and structures – Unit weights of buildings materials and stored material.
IS-875 (Part 2) – 1987	Code of Practice for Design Loads (other than earthquake) for buildings and structures – Imposed loads.
IS-875 (Part 3) – 1987	Code of Practice for Design Loads (other than earthquake) for buildings and structures – Wind loads.
IS-875 (Part 4) – 1987	Code of Practice for Design Loads (other than earthquake) for buildings and structures – Snow loads.
IS-875 (Part 5) – 1987	Code of Practice for Design Loads (other than earthquake) for buildings and structures – Special loads and load combinations.
IS: 456 – 2000	Code of Practice for Plain and Reinforced Concrete.
IS: 1786 - 1985	Specification for High Strength Deformed Bars and Wires for Concrete Reinforcement
IS: 432 (Part 2) - 1982	Specification for Mild Steel and Medium Tensile Steel Bars and Hard Drawn Steel Wire for Concrete Reinforcement – Hard Drawn Steel Wire.
IS: 1343 – 1980	Code of Practice for Prestressed Concrete
IS: 13920 - 1993	Ductile detailing of reinforced concrete structures subjected to seismic forces - Code of practice
IS: 14268 - 1995	Uncoated Stress Relieved low relaxation seven-ply strand for Pre stressed Concrete – Specification
IS: 2062 – 1999	Steel for General Structural Purposes. Specification.
IS: 1161 – 1998	Specification for Steel tubes for Structural Purposes.
IS: 800 – 1984	Code of Practice for General Construction in Steel.
IS: 1893 – 2002	Criteria for Earthquake resistant design of structures.
IS: 2210 – 1998	Criteria for Design of Reinforced Concrete structures and Folded plates.
IS : 269 – 1989	Specification for Ordinary, rapid hardening and low heat Portland cement.
IS : 455 - 1989	Specification for Portland blast furnace slag cement.

IS : 1489 -1991	Specification for Portland pozzolana cement
IS : 383 - 1970	Specification for coarse and fine aggregates from natural sources for concrete.
IS : 516 -1959	Method of test for strength of concrete.
IS : 432 -1982	Specification for mild steel and medium tensile steel bars and hard drawn steel wire for concrete reinforcement.
IS : 4990 -1993	Specification for plywood for concrete shuttering works
IS : 2645 -1975	Specification for integral cement water proofing compounds.

2.2.ARHITECURE & FINIHING WORKS

- The Codes, Standards and Technical Specifications applicable for the design and construction of project components are:
- The following list is included for guidance only and the omission from the list does not relieve the contractor from compliance there with:

2.2.1. Code for Architecture and Finishing Works

Code	Description
IS 1200	Mode of measurement.
IS 269	Ordinary portland cement.
IS 3812, 1981	Flyash for use as pozzolana and admixtures,
IS 2386	Method of test for aggregate for concrete.
IS 516	Method of test for strength of concrete
	Coarse and fine aggregate from natural sources for concrete.
IS 1077, 1970	Method of test for Bricks.
IS 456	Code of practice for plain and reinforced concrete.
IS 1597	Code of practice for construction of stone masonry.
IS 1597 PART 1	Code of practice for construction of rubble stone masonry.
IS 1130	Marble (blocks, slabs and tiles)
IS 287	Recommendation for maximum permissible moisture contents of Timber used for different purposes.
IS 1141	Code of practice for seasoning of timber.
IS 6313 PART 2	Anti-termite measures in buildings, pre-constructional chemical treatment measures.
IS 2571	Code of practice for laying in situ cement concrete flooring
IS : 226	Structural Steel (Standard Quality)
IS : 451	Technical Supply Conditions for Wood Screws
IS : 800	Code of Practice for Use of Structural Steel in General Building Construction
IS : 806	Code of Practice for Use of Steel Tubes in General Building Construction
IS : 813	Scheme of Symbols for Welding
IS : 814	Covered Electrodes for Metal Arc Welding of (part I & II) Structural Steel
IS : 816	Code of Practice for Use of Metal Arc Welding for General Construction in Mild Steel

IS : 822	Code of Practice for Inspection of Welds
IS : 961	Structural Steel (High Tensile)
IS 73	Paving bitumen.
IS 702	Industrial Bitumen
IS 1322	Bitumen felts for waterproofing and damp proofing.
IS 1609	Code of practice for laying damp proof treatment using bitumen felts.
IS 13711 & 13712	Ceramic tiles
IS 13630 Part 1 to 13	Testing for Ceramic tiles
IS 104	Specification for ready mixed painted, brushing, zinc chrome, priming.
IS 137	Ready mixed paint, brushing, matt or eggshell flat, finishing, interior to Ind standard colour as required.
IS 5410	Cement paint, colour as required.
IS 6241	Method of test for determination of stripping value of road aggregate.
IS 2720	Density test of aggregate.

2.2.2. ELECTIRCAL WORKS

Standards and Specifications for the Design and Construction of Electrical works are given in this section;

BACKGROUND

The contractor shall comply with all the minimum requirements of the Design and Construction of Electrical works as per the Latest Standards, Statutory requirements, National Building codes and all other relevant regulations

CODES AND STANDARDS

The system, design, materials, equipment, installation, testing and commissioning shall, in addition to all other applicable codes and standards, comply with the latest requirements of the following standards, codes, principles and specifications issued by Indian standards or IEC codes:-

Code for Electrical Works

Codes	Description
IS 335	Insulating oil
IS 2026	Power transformers (part I - V)
IS 10028	Code of practice for selection, installation and maintenance of transformers
IS 2099	Bushing for alternating voltages above 1000 V
IS 4257	Porcelain bushings for transformers
IS 3639	Power transformer fittings and accessories
IS 2705	Current transformers
IS 8468	On load tap changer
IS 8478	Application guide for tap changers
IS 6600	Guide of loading of oil immersed transformer
IEC 2544	Creepage distance for insulators & bushing congenial
IEC 76	Power transformers
IEC 214	On load tap changers
IEC 616	Terminal and tapping markings for power transformers
IEC 551	Determination of transformer and reactor sound levels.
IEC 137	Bushings for alternative voltage above 1000V.
IEC 354	Loading guide for oil immersed transformer
IS: 3043	Code of practice for earthing.
IEEE: 32	Neutral Grounding Devices, standard requirements, Terminology & procedure.
IS 1271	Classification of Insulating Materials.

IS 2099	Bushing for alternating voltages above 1000 V
IS 2705	Current transformers
IS 3202	Code of practice for climate proofing
IS 3639	Power transformer fittings and accessories
IS 4257	Porcelain bushings for transformers
IS 11171	Dry type Transformer
IS 8478	Application guide for tap changers
IS10028	Code of practice for selection, installation and maintenance of Transformers
IS 1248 & 3107	Direct acting Electrical indicating instruments
IS 2099	Bushings for alternating voltages above 1000V
IS 2516	AC Circuit Breakers
IS 2705	Current Transformers
IS 3156	Voltage Transformers.
IS 3427	Metal enclosed switchgear and control gear for voltages Above 1000V but not exceeding 11000 V
IS 6875	Control switches for voltages up to and Including 1000V AC and 1200 V DC
IEC 56	HV alternating current circuit breakers.
IEC 137	Bushings for alternating voltages above 1000V
IEC 298	AC metal enclosed switchgear and control gear for rated voltages above 1kV and up to and including 72.5 kV.
IS 2147	Degree of protection for enclosure
IS 3842	Specification for electrical relays for AC system
IS 2208	Specification for HRC cartridge fuse links up to 650 Volts.
IS 5082	Wrought Al. And aluminium alloys, bars, rods, tube and Sections for electrical purposes.
IEC 694	Common clauses for high voltage switchgear and control gear standards'
IS 1248 & 3107	Direct acting Electrical indicating instruments
IS 2959	AC contactors up to 1000V
IS 13947	AC Circuit Breakers
IS 2705	Current Transformers
IS 3156 & 4146	Potential Transformers.
IS 4047	Specification for air brake switches and combination fuse switch units for voltage not exceeding 1000V.
IS 6875	Control switches for voltages up to and including 1000V AC and 1200V DC.
IS 1822	Motor duty Switches
IS 12021	Specification for control transformer.

IS 8623	Factory built assembly of switchgear & control gear for voltage not exceeding 1000V
IS 13947 (Part I)	Degree of protection for enclosure
IS 3842	Specification for electrical relays for AC system
IS 2208 & 9224	Specification for HRC fuses.
IS 5082	Wrought Al. and aluminium alloys, bars, rods, tube and sections for electrical purposes.
IS 4237	General requirement for switchgear & control gear for voltage not exceeding 1000V.
IS 3231	Electrical relays for power system protection
IS 375	Marking and arrangement for switchgear bus bars, main connection and control aux. wiring.
IS 5578	Guide for marking of insulated conductors.
IS 3618	Pre-treatment of MS sheets for phosphatising.
IS: 4722	Specification for rotating machinery
BS: 649	Performance and testing of diesel engines for general purposes.
IS 4729	Measurement and evaluation of vibration of rotating electrical machines.
IS 1950 (1962)	Code of Practice for Sound insulation of Non-Industrial Buildings.
IS 8084-1976	Interconnecting bus bars for AC voltages above 1kV
IS 8623 (part-2)	Factory built assemblies-particular requirements of bus bar trunking systems.
IEC 439 (part-2)	Particular requirements of bus bar trunking systems
IS 13925	Shunt capacitors for power system
IS 3231	Electrical relays for power system Protection
IS 2705	Current Transformers
IS 1248	Direct acting electrical indicating instruments
IS 2147	Degree of protection
IS 5578	Marking & arrangement of switchgear, bus bars, main connection and auxiliary wiring
IS: 1554 (PART-I)-	PVC insulated (heavy duty) electric cables working voltage up to and including 1100V
IS: 7098 (PART-II)	Cross-linked polyethylene insulated PVC sheathed cables for working voltages from 3.3 kV up to and including 33 kV
IS: 8130	Conductors for insulated electric cables and flexible cords.
IS: 5831	PVC insulation and sheath of electric cables.
IS:3975	Mild steel wires, strips and tapes for armouring of cables.
IS:2633	Methods of testing weight, thickness and uniformity Of coating on hot dipped galvanized articles.
IS: 209	Specification of zinc.
IS: 3961(PART-II)	Recommended current ratings for PVC insulated And PVC sheathed heavy duty cables.

IS: 10418	Wooden drums for electric cables.
IEC: 540 & 540A	Test methods for insulation and sheaths of electric cables and cords.
IS: 10462 (PART I)	Fictitious calculation method for determination of dimensions of protective coverings of electrometric and thermoplastic insulated cables.
IS: 10810 (PART 58)	Oxygen Index test
IEC 146	Semiconductor Converters
IEC 1131-2	Programmable Controllers
IEC Publication 947, 1988	
IEC Publication 439, 1985	
IS 13947, 1993	Specifications of Low Voltage Switchgear & Control Gear
IS 8623, 1993	Specifications of Low Voltage Switchgear & Control Gear assemblies.
Indian Electricity Act, 1910	
Indian Electricity Rules, 1956	
National Electrical Code 1985	
EN50081-1	EMI Emissions standard
EN50082-1	EMI Immunity standard
Electrical safety	EC730-1 and CE directives effective from 1 January 1996.
IEC 146-4	Method of specifying the performance and test requirements
IEC 146-5	Switches for UPS
IEC 439	Low Voltage switch gear and control gear assemblies
IEC 801	Electromagnetic compatibility for industrial process Measurement
IEC 950	Safety of IT equipment's including electrical business equipment's
1000-2-2	Electromagnetic compatibility – Compatible levels for low frequency conducted disturbances and signalling in public low voltage power supply systems
IS 3043	Code of practice's for earthing in Electrical installation.
IEEE 1100	Recommended practice for powering and grounding of sensitive Electronic equipment.

2.2.3. PLUMBING WORKS SYSTEM

WATER SUPPLY SYSTEM

CODES AND STANDARDS

Unless specifically mentioned otherwise, all the applicable codes and standards published by the Bureau of Indian Standards and their subsequent revision shall govern in respect of design, workmanship, quality and properties of materials and method of testing.

The material supplied shall comply with the latest applicable Indian and / or British Standards. Other National Standards are acceptable, if they are established to be equal or superior.

Following codes and standards are made part of this specification:

IS 10446 – 1983	Glossary of terms relating to water supply and sanitation.
IS 7558-1974	Code of practice for domestic hot water piping installations
IS 2692-1989	Specification for Ferrules For Water Services.
IS 1239	Mild steel tubular and other wrought steel pipes and fittings (Part -I)
IS 1239	Mild steel tubular and other wrought steel pipes and fittings (Part -II)
IS 779 -1978	Specifications for Water Meters - Domestic Type
IS 2104 – 1981	Specification for water meter boxes (Domestic type).
IS 2401–1973	Code of practice for selection, installation, and maintenance of domestic water meters.
IS 7413-1981	Insulation Material
IS 2065 –1983	Code of practice for Water Supply in Buildings (Second Revision)
IS 778- 1984	Specifications for copper alloy Gate, Globe and Check Valves for water supply purposes.
IS 1703 – 1977	Specification for ball valves (horizontal plunger type) including floats for water supply purposes.
IS 3004 – 1979	Specification for plug for water supply purposes.
IS 3950 – 1979	Specifications for surface boxes for sluice valves.
IS 9338 – 1984	Specification for cast iron screw-down stop valves and stop and check valves for water works.
IS 4346 – 1982	Specification for washers for use with fittings for water services.
IS 5219 – Part 1	Specification for cast copper alloy traps – Part1 1982
IS 5312 – part 1	Specification for swing check type reflux (Non-return) 1969 valve for water works purposes part 1 single door pattern
IS 13049 – 1919	Diaphragm type (plastic body) float operated valve for cold water services – specification.
IS 13114 – 1991	Forged brass gate, globe and check valves for water works purposes – specification.
IS 14399 – part 1	Hot press moulded thermosetting glass fibre reinforced & Part 1 – 1996

	polyester (GRP) resin sectional water storage tanks.
IS 310 –1965	Code of Practice for Water Supply
SP –35	Handbook of water supply and drainage (with special emphasis on plumbing)
IS 1172-1983	Code of Basic Requirement For Water Supply, Drainage & Sanitation (Third Revision)
IS 12183	Code of practice for Plumbing In Multi- Storey buildings Part I) – 1987 (Part 1 water supply)
IS 1200 - 1992	Method of Measurement Of Building And Civil Engg. Works.(Part 1 earthwork)
IS 2379 –1963	Specification of colour code for the identification of pipes.
SP 7 – 1983	National building code of India (Part IX – Plumbing services)
IS 2401 – 1973	Code of practice for selection, Installation and maintenance of domestic water meters.
IS 780-1984	Specification for Sluice valves for water works purposes (50 to 300mm size) (Sixth Revision)
	The Contractor shall comply with the water requirement, water supply lines and sewer lines as per the following manuals and Standards.
CPHEEO	Manual on water supply and treatment
CPHEEO	Manual on sewerage and sewage treatment

- All the requirements must be in accordance with the statutory / authorities' requirements.

SANITARY AND SEWERAGE SYSTEMS CODES

AND STANDARDS

Unless specifically mentioned otherwise, all the applicable codes and standards published by the Bureau of Indian Standards and their subsequent revision shall govern in respect of design, workmanship, quality and properties of materials and method of testing.

Codes for Sanitary and Sewerage System

Codes	Description
IS 10446 – 1983	Glossary of terms relating to water supply and sanitation.
IS 11208 –1985	Guidelines for registration of Plumbers
IS 5382 – 1985	Specification for rubber sealing rings for gas mains, water mains and sewers.
SP – 35	Handbooks of water supply and drainage (with special emphasis on plumbing)
IS 1172-1983	Code of Basic Requirement For Water Supply, Drainage & Sanitation (Third Revision)
IS 1200 - 1992	Method of Measurement Of Building and Civil Engg. Works.(Part 1 earthwork)
IS 2379 –1963	Specification of colour code for the identification of pipes.
SP 7 – 1983	National building code of India (Part IX– Plumbing services)
IS 1742 – 1983	Code Of Practice For Building Drainage (Second Revision)
IS 301 – 1971	Code of practice for Building Drainage
IS12251- 1987	Code Of Practice For Drainage In Basement
BS 5572 -1978 (Amendment No.2)	Sanitary pipe Works
BS 4660- 1973 (Amendment No.1)	PVC Underground Drain Pipes & Fittings.
IS 5329 – 1983	Code of practice for sanitary pipe work above ground for buildings First Revision)
IS 2527 – 1984	Code of practice for fixing rain water gutters and down take pipes for roof drainage. (First Revision) I
IS 5961 – 1970	Specification for cast iron gratings for drainage purposes.
IS 2527 – 1984	Code of practice for fixing rain water gutters and down take pipes for roof drainage. (First Revision)
CPHEEO	Manual on sewerage and sewage treatment
IS 1626 (Part 1)	Specification for asbestos cement building pipes and pipe –1980 fittings, gutter and gutter fittings, and roof fittings

2.2.4. OTHER WORKS

PLANTATION OF TREES AND HEDGES.

Scope

The work shall consist of:

- a) Planting of tree saplings in median or other designated locations.
- b) Planting of hedges

Materials

Dump Manure

Dump manure shall be of well decayed (at least six months) organic or vegetable matter, obtained in the dry state from the municipal dump or other similar sources approved by the Employer's Engineer. The manure shall be free from earth, stone, brickbats or other extraneous matter.

Farmyard Manure

Farmyard Manure shall be well decayed (should be at least 6 months covered in dump), free from grits and any other unwanted materials.

Good Earth

The soil shall be agricultural soil of sandy-loam texture, free from kankar, murrum, shingle, stone, brickbats, building rubbish and any other foreign matter. The earth shall be free from clods or lumps of sizes bigger than 75mm in any direction. It shall have pH value ranging between 6.0 to 8.5.

Sapling of Trees

The sapling of trees shall be of medium height, leafy type and draught resistant variety native to the area and be of good quality of minimum of 2m height or caliper dia of 25mm as directed by the Employer's Engineer.

Sapling of Hedges

The saplings shall be of draught resistant variety normally grown for hedges in the area, approved by the Employer's Engineer.

3. Section 3: Repair / Rectification of Defects and Deficiencies during DLP

The Contractor shall repair and rectify the Defects and deficiencies specified here

3.1. Architectural, Civil maintenance

- 1.1 Any break down of door / window / hatch accessories should be replaced / rectified within 24 hours.
- 1.2 Any breakage of flooring, false ceiling, peeling of paint should be rectified in 48 hours.
- 1.3 Any damage to External stone cladding, flooring, paving, hardscape, façade etc. shall be rectified within 48 hours.
- 1.4 Any crack / peeling of Plaster shall be repaired within 48 hrs
- 1.5 Any water leak in building shall be stopped with 2 hrs and suitable rectification process undertaken.
- 1.6 Housekeeping services for common utility areas for SCHs Promotion Centre building and connecting street / corridor.

3.2. Landscape

- 1.7 Any non-surviving/ unhealthy saplings should be replaced within 48 hours.
- 1.8 Trees uprooted / damaged should be removed within 8 hours and replaced in one week time.
- 1.9 Blockages/ leakages / damages in Irrigation System, Water Features Including Filtration System should be made good in 24 hours.
- 1.10 Any Hardscape / signage damage shall be repaired within 24 hrs.

3.3. Electrical

- 1.11 Any Electrical equipment / Apparatus/ cables, etc. shall be restored within two hours in case of minor faults and within eight hours in case of major faults.
- 1.12 Faulty lighting fixtures should be rectified within six hours.
- 1.13 Essential spares to be available for immediate repairs.

3.4. Plumbing

- 1.14 Pumps-Minor repair shall be rectified within 4hrs and major repair (motor/bearing failure) shall be rectified within 8 hours.
- 1.15 Piping /valve /traps /fittings /Taps Leakages-Shall be rectified/replaced within 2 hrs.
- 1.16 Instruments like gauges/sensors-Shall be rectified/replaced within 2 hrs.
- 1.17 Any damage to sanitary ceramic fixtures or CP fittings shall be replaced or rectified within 24 hours.
- 1.18 Essential spares to be available for immediate repair.

3.5. Surveillance

- 1.19 Any damage breakage of any apparatus, equipment, sensors and system in general should not remain non-functional for more than two hour.
- 1.20 Essential spares to be available for immediate repair.

4. Section 4 -Applicable Permits

4.1.Applicable Permits

- The Contractor shall obtain, as required under the Applicable Laws, the following Applicable Permits, clearance or approvals required under Applicable laws.

4.2.Local Development Authority

- Commencement Certificate, Intermediate Certificates, Occupancy Certificate and Completion Certificate from local municipal body or designated authority for the site.

4.3.Civil & Structures

- Water Connection from Public Health Engineering Department (State).
- Provision and permit for connection to proposed municipal sewage collection system at directed location from local municipal body.
- Project Clearance from General Inspectorate for Emergency Situations.
- Project Clearance from the Solid Waste Management Authority.

4.4.Electrical

- Incoming Power Supply (Main and temporary): State electricity board or power supply authority.
- Substation & Elevators & Solar PV system: CEIG (chief electrical inspector to government) / local statutory authority / PWD
- License to Operate the Elevators from Ministry of Labour or relevant authority.

4.5.Fire Fighting

- Preliminary approval from Chief Fire Officer prior to construction and final approval on completion of project.

4.6.Security

- Fire Detection & Alarm System - Compliance with IS: 2189:1988, BIS: 15908 standards and certification from the Regional Fire Officer / Chief Fire Officer.
- If any hazardous waste is generated from the facility like used D Goil, used batteries etc., the same should be handed over to only SPCB approved agencies for handling hazardous waste.

5. Section 6-Tests on Completion

5.1. Schedule for Tests

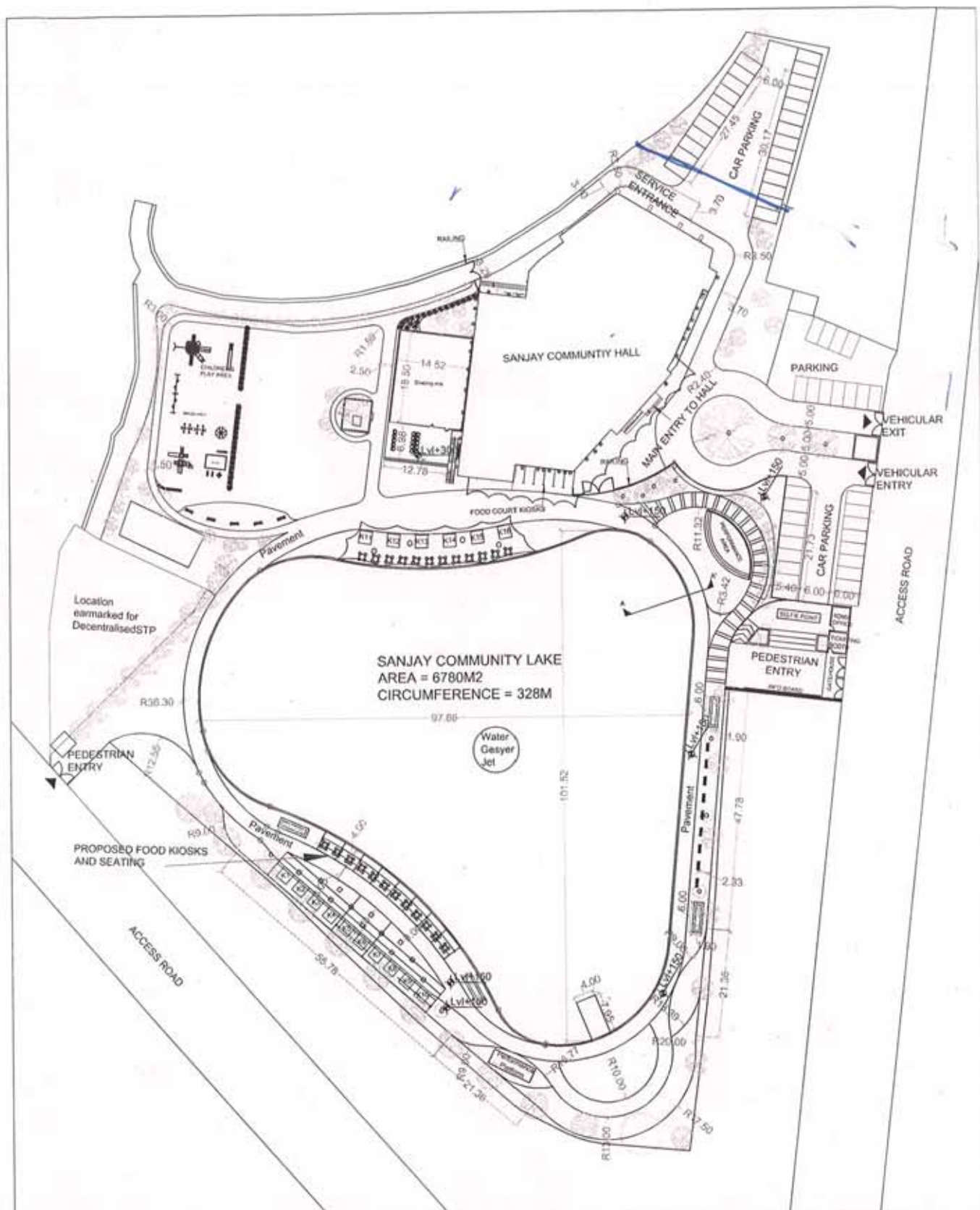
- 1.1 The Contractor shall, no later than 30 (thirty) days prior to the likely completion of construction, notify the Employer's Engineer and the Employer of its intent to subject the project components to Tests, and no later than 10 (ten) days prior to the actual date of Tests, furnish to the Employer's Engineer and the Employer detailed inventory and particulars of all works and equipment forming part of Works.
- 1.2 The Contractor shall notify the Employer's Engineer of its readiness to subject the project components to Tests at any time after 10 (ten) days from the date of such notice, and upon receipt of such notice, the Employer's Engineer shall, in consultation with the Contractor, determine the date and time for each Test and notify the same to the Employer who may designate its representative to witness the Tests. The Employer's Engineer shall thereupon conduct the Tests itself or cause any of the Tests to be conducted

5.2. Tests

- 1.3 **Landscape / softscape works:** Visual and physical check for softscape works, plants & saplings, lawns, shrubs, irrigation system including sprinklers & drip irrigation, fountains, water circulation and filtration system, etc., including performance verification.
- 1.4 **Civil and Hardscape works:** Visual check of construction to determine that all civil, structural and hardscape works conform to the provisions of this Agreement. Physical test if required by the client.
- 1.5 **Electrical:** Visual and physical and commissioning test for HT and LT panels, Dry type transformers, UPS, DG set, DC System, busducts, rising mains, distribution boards, power & control cables, elevators, solar PV panels, lighting DB's, switches & sockets, safety features, luminaires / lighting fixtures, street lighting and pole, power supply, grounding, communication between luminaire to control panel and central control system, etc. including performance verification.
- 1.6 **Fire Protection System:** Visual and physical and commissioning test for complete firefighting system equipment's, internal & external hydrants, sprinklers, electric & diesel engine pumps, portable fire extinguishers, etc., including performance verification.
- 1.7 **Plumbing & Drainage:** Visual and physical and commissioning test for Plumbing & drainage system including water pressure, faucets & valves, sanitary fittings, flush tanks, urinals, faucet & urinal, leakages, etc. including performance verification.
- 1.8 **Other tests:** The Employer's Engineer may require the Contractor to carry out or cause to be carried additional tests, in accordance with Good Industry Practice, for determining the compliance of the project components with Standards and Specifications.

6. Annexure 10 Tender Drawing Set

SANJAY COMMUNITY HALL		
S.NO	DRAWING LIST	DRAWING NO.
1	SITE PLAN	AR-00-01
2	SITE DETAILS	AR-00-02
3	LANDSCAPE PLAN	ED-00-01
4	SITE ELECTRICAL PLAN	EL-00-01
5	SITE ELECTRICAL SLD	EL-00-02
5	SITE PLUMBING PLAN	PL-00-01



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.

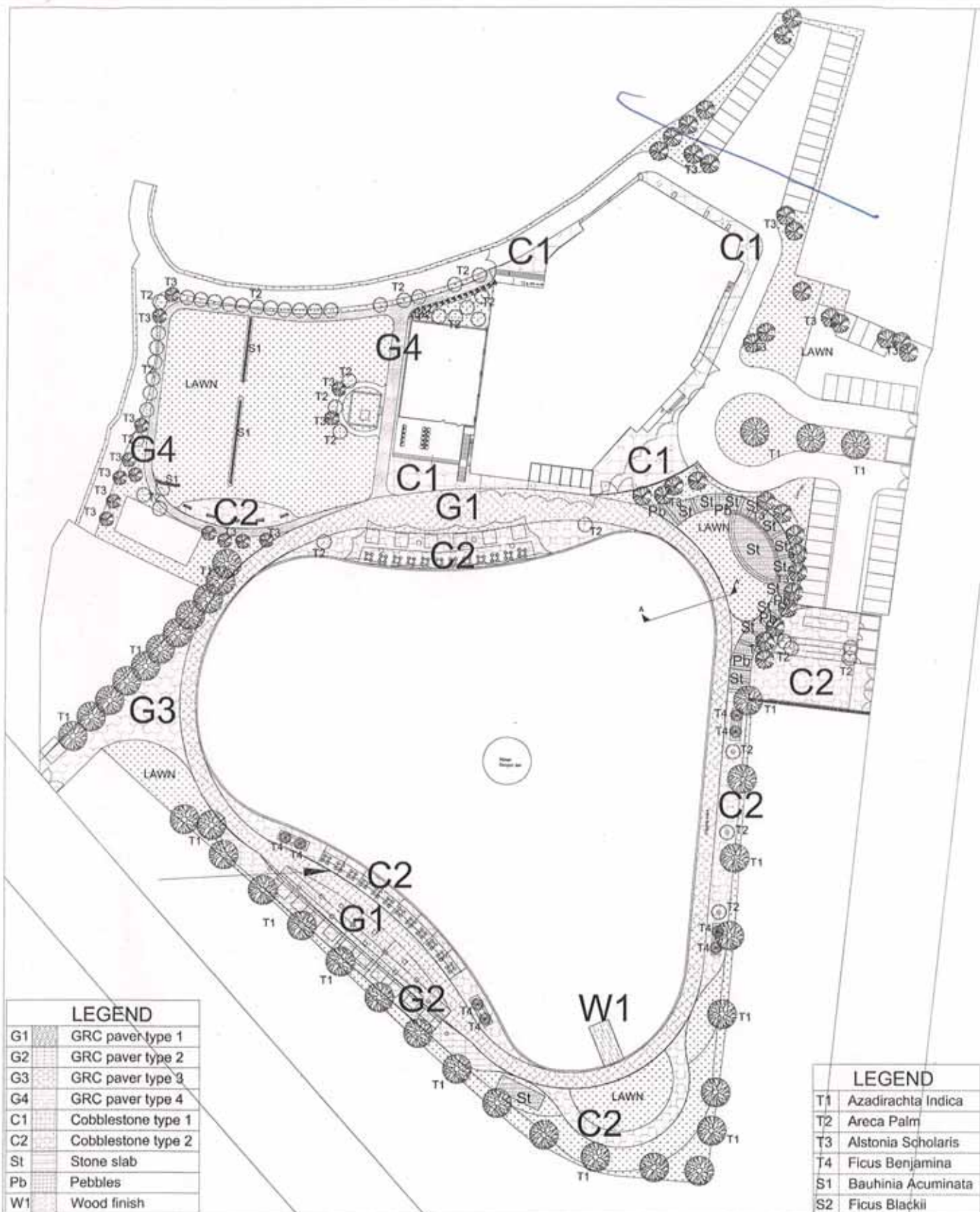
NO.	REVISION	DATE	CHECKED BY

Note:
 1. This is a Tender Drawing.
 Selected Contractor shall submit a detailed shop drawing (GFC) for approval by the client.

Purpose :

TENDER DRAWING

Client: BAREILLY SMART CITY LTD.			
Project: Sanjay Community Hall			
Scale: Not to Scale @ A3	North: ↑	Eng No: AR-00-01	
Checked by: NG	Date: 03.10.19	Drawn by: KG	
Title: SCH Site Layout			



LEGEND

G1	GRC paver type 1
G2	GRC paver type 2
G3	GRC paver type 3
G4	GRC paver type 4
C1	Cobblestone type 1
C2	Cobblestone type 2
St	Stone slab
Pb	Pebbles
W1	Wood finish

LEGEND

T1	Azadirachta Indica
T2	Areca Palm
T3	Alstonia Scholaris
T4	Ficus Benjamina
S1	Bauhinia Acuminata
S2	Ficus Blackii

GENERAL NOTES:


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NO	REVISION	DATE	CHECKED BY

Note:
1. This is a Tender Drawing.
Selected Contractor shall submit a detailed shop drawing (GFC) for approval by the client.

Purpose :

**TENDER
DRAWING**

Client:	BAREILLY SMART CITY LTD.		
Project:	Sanjay Community Hall		
Scale:	Not to Scale @ A3	North:	↑
Checked by:	NG	Date:	03/10/18
Drawn by:	HD		
Title:	SCH Landscape Plan		
			

The site plan illustrates the Sanjay Community Lake Area, which is an irregularly shaped lake with a central area labeled "SANJAY COMMUNITY LAKE AREA = 6780M2 CIRCUMFERENCE = 328M". A "Water Geyser Jet" is located in the center of the lake. Surrounding the lake are various facilities and infrastructure:

- Sanjay Community Hall:** Located at the top center, with a "SERVICE ENTRANCE" and "VEHICULAR ENTRY".
- Parking:** Multiple parking areas are shown, including "PARKING" near the hall and "CAR PARKING" near the lake's right side.
- Access Roads:** Several roads provide access to the lake area, including "ACCESS ROAD" at the bottom left and "ACCESS ROAD" on the right side.
- Proposed Food Kiosks and Seating:** Indicated along the bottom left shoreline.
- Pedestrian Entry:** Marked at the bottom left and near the car parking area.
- Vehicle Entry:** Marked near the car parking area.
- Location earmarked for Decentralised STP:** Indicated on the left side of the lake.
- Other Features:** A "WATER TOWER" is located near the top left, and a "WATER TOWER" is also marked near the top center.

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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.				<table border="1"> <thead> <tr> <th>NO.</th> <th>REVISION</th> <th>DATE</th> <th>CHECKED BY</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>-</td> <td>03.07.19</td> <td>NG</td> </tr> <tr> <td>1</td> <td>1</td> <td>25.10.19</td> <td>NG</td> </tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>	NO.	REVISION	DATE	CHECKED BY	1	-	03.07.19	NG	1	1	25.10.19	NG																																					Note: 1. This is a Tender Drawing. Selected Contractor shall submit a detailed shop drawing (GFC) for approval by the client.	Purpose : <div style="text-align: center; font-size: 24px; font-weight: bold;">TENDER DRAWING</div>	Client: BAREILLY SMART CITY LTD. Project: Sanjay Community Hall Scale: Not to Scale @ A3 North: ↑ Checked by: NG Date: 25.10.19 Drawn by: NG Title: SCH Site Plumbing Layout <div style="text-align: right;"> </div>
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1	1	25.10.19	NG																																																				

REQUEST FOR PROPOSAL

Name of the Work: "Sanjay Community Hall & Pond Complex External Development at Bareilly"

Volume 3: Conditions of Contract and Contract Forms



BAREILLY SMART CITY LIMITED (BSCL)

BAREILLY (UTTAR PRADESH, INDIA)



Employer: - Bareilly Smart City Limited (BSCL)

Nagar Nigam, Bareilly- 243001

Telephone: 0581-25510074

Email: ceo.bscl01@gmail.com

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Volume 3: Conditions of Contract and Contract Forms

1.1. General Conditions of Contract

1.1.1. General

1. Definitions

1.1. Boldface type is used to identify defined terms.

- 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.
- b) The Activity Schedule is a schedule of the activities comprising the Supplying, Erection, testing, and commissioning of the Works in a lump sum contract. It includes a lump sum price for each activity, which is used for valuations and for assessing the effects of Variations and Compensation Events.
- 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.
- d) Gol means Government of India
- e) Activity schedule means the **Detailed Project Plan** covering break-up of each phase into the key activities, along with the start and end dates forming part of the Bid.
- f) Compensation Events are those defined in GCC hereunder.
- g) The Completion Date is the date of completion of the Works as certified by the Project Manager.
- 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.
- i) The Implementing Agency is the party whose Bid to carry out the Works has been accepted by the Employer.
- j) The Implementing Agency's Bid is the completed bidding document submitted by the Implementing Agency to the Employer.
- k) The Contract Price is the Accepted Contract Amount stated in the Letter of Acceptance and thereafter as adjusted in accordance with the Contract.
- l) Days are calendar days; months are calendar months.
- m) A Defect is any part of the Works not completed in accordance with the Contract.
- n) The Defects Liability Certificate is the certificate issued by Project Manager upon correction of defects by the Implementing Agency.
- 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) 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.

- q) The Employer is the party who employs the Implementing Agency to carry out the Works, as specified in the PCC.
- r) Equipment is the Implementing Agency's machinery and vehicles brought temporarily to the Site to construct the Works.
- 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.**

2. Interpretation	<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> <ol style="list-style-type: none"> (a) Agreement, (b) Letter of Acceptance, (c) Implementing Agency's Bid, (d) Particular Conditions of Contract, (e) General Conditions of Contract, including Appendix, (f) Specifications, (g) Drawings, (h) Activity schedule, (i) Any other document listed in the PCC as forming part of the Contract.
3. Language and Law	3.1. The language of the Contract and the law governing the Contract are stated in the PCC
4. Project Manager's Decisions	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.
5. Delegation	5.1. Otherwise specified in the PCC , 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.
6. Communications	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.
7. Subcontracting	7.1. The Implementing Agency may subcontract with the approval of the Project Manager, but may not assign the Contract without the approval of the Employer in writing. Subcontracting shall not alter the Implementing Agency's obligations.
8. Other Implementing Agency	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.
9. Personnel and Equipment	<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>
10. Employer's and Implementing Agency's Risks	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.
11. Employer's Risks	<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"> (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"> (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 (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. (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. <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</p>

	<p>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"> (a) a Defect which existed on the Completion Date, (b) an event occurring before the Completion Date, which was not itself an Employer's risk, or (c) The activities of the Implementing Agency on the Site after the Completion Date.
12. Implementing Agency's Risks	<p>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.</p>
13. Insurance	<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"> a) loss of or damage to Equipment (if any); b) loss of or damage to property (except the Works, Materials, and Equipment) in connection with the Contract; and c) Personal injury or death. <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>
14. Site Data	<p>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.</p>
15. Implementing Agency to Construct the Works	<p>15.1. The Implementing Agency shall construct and install the Works in accordance with the Specifications.</p>
16. The Works to Be Completed by the Intended	<p>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</p>

Completion Date	approval of the Project Manager, and complete them by the Intended Completion Date.
17. Approval by the Project Manager	<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>
18. Safety	18.1. The Implementing Agency shall be responsible for the safety of all activities.
19. Discoveries	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.
20. Possession of the Site	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.
21. Access to the Site	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.
22. Instructions, Inspections and Audits	<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</p>

	<p>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>
23. Appointment of the Adjudicator	<p>23.1. The Adjudicator shall be appointed jointly by the Employer and the Implementing Agency, at the time of the Employer's issuance of the Letter of Acceptance. If, in the Letter of Acceptance, if the Adjudicator not appointed, the same may be appointed by the Employer 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 designated in the PCC at the request of either party, within 14 days of receipt of such request.</p>
24. Settlement of Disputes	<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>
25. Corrupt and Fraudulent Practices	<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>

1.1.2. Time Control

26. Program	<p>26.1. 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 lump sum contract, the activities in the Program shall be consistent with those in the Activity Schedule.</p>
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	<p>26.2. 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>26.3. 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 lump sum contract, the Implementing Agency shall provide an updated Activity Schedule within 14 days of being instructed to by the Project Manager.</p> <p>26.4. 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>
27. Extension of the Intended Completion Date	<p>27.1. 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>27.2. 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>27.3. 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>27.4. 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>
28. Acceleration	<p>28.1. 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>

29. Delays Ordered by the Project Manager	29.1. The Project Manager may instruct the Implementing Agency to delay the start or progress of any activity within the Works.
30. Management Meetings	<p>30.1. 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>30.2. 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>
31. Early Warning	<p>31.1. 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>31.2. 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 be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Project Manager.</p>

1.1.3. Quality Control

32. Identifying Defects	<p>32.1. 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>32.2. 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>32.3. Contract Quality Assurance as discussed in PCC.</p>
33. Tests	33.1 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.

34. Correction of Defects	<p>34.1. 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>34.2. 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>
35. Uncorrected Defects	<p>35.1. If the Implementing Agency has not corrected a Defect within the</p> <p>35.2. 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

36. Contract Price	<p>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>
37. Changes in the Contract Price	<p>37.1. 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>37.2. If requested by the Project Manager, the Implementing Agency shall provide the Project Manager with a detailed cost breakdown of any rate.</p>

38. Variations	<p>38.1. All Variations shall be included in updated Programs and Activity Schedules produced by the Implementing Agency.</p> <p>38.2. 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>38.3. 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>38.4. 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>38.5. The Implementing Agency shall not be entitled to additional payment for costs that could have been avoided by giving early warning.</p>
39. Cash Flow Forecasts	<p>39.1. 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.</p>
40. Payment Certificates	<p>40.1. 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.</p> <p>40.2. The Project Manager shall check the Implementing Agency's payment statement and certify the amount to be paid to the Implementing Agency.</p>
41. Payments	<p>41.1. 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.</p> <p>41.2. 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.</p> <p>41.3. Unless otherwise stated, all payments and deductions shall be paid or charged in the proportions of currencies comprising the Contract Price.</p> <p>41.4. 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.</p> <p>41.5. The certified payments shall be made as specified in the PCC.</p>

42. Tax	42.1. 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.
43. Retention	<p>43.1. 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.</p> <p>43.2. Security deposited shall be retained by the BSCL till the completion of the project and one year of defect liability period. After successful completion of defect liability period of 1 year, security deposited will be released.</p>
44. Liquidated Damages	<p>44.1. 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 & binding on the implementing agency firm.</p> <p>44.2. 1.1 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>
45. Securities	45.1. 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.
46. Cost of Repairs	46.1. 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.

1.1.5. Finishing of Contract

47. Completion	47.1 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.
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<p>48. Termination</p>	<p>48.1. The Employer or the Implementing Agency may terminate the Contract if the other party causes a fundamental breach of the Contract.</p> <p>48.2. Fundamental breaches of Contract shall include, but shall not be limited to, the following:</p> <ul style="list-style-type: none"> (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; (b) the Employer or the Implementing Agency is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation; (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; (d) the Implementing Agency does not maintain a Security, which is required; (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 (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. <p>48.3. 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>48.4. Notwithstanding the above, the Employer may terminate the Contract for convenience.</p> <p>48.5. 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>48.6. Termination for Default</p> <ul style="list-style-type: none"> (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"> • 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. • If the Supplier fails to perform any other obligation under the Contract. (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. (c) If the Supplier, in the judgment of authority has engaged in corrupt or fraudulent practices, in competing for or in executing the Contract.
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	<p>48.7. 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>48.8. Termination for Convenience Authoirty, by Notice sent to the Supplier, may terminate the Contract, in whom ie 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>
49. Payment upon Termination	<p>49.1. 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>49.2. 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>
50. Property	<p>50.1. 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>
51. Release from Performance	<p>51.1. 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>
52. Suspension of Bank Loan or Credit	<p>52.1. 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> <ul style="list-style-type: none"> (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. (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

53. Force Majeure	<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>
54. Governing Law and jurisdiction	<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>
55. Possession of Goods	<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>

56. Warranty

- (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.
- (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.
- (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
- (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.
- (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.
- (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.

A. Other Terms and conditions of the contract.

57. Scope of Supply	<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>
58. Notices	<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>
59. Information provided by the Authority	<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>

60. 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:

- a) have satisfied himself as to the correctness and sufficiency of the Accepted Contract Amount, and
- b) 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>
61. Confidential Information	<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>
62. Specifications and Standards	<p>Technical Specifications and Drawings</p> <ol style="list-style-type: none"> The implementing agency shall ensure that construction has to be in comply with the technical specifications and other provisions of the Contract. 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.
63. Limitation of Liability	<p>Except in cases of criminal / gross negligence or willful misconduct:</p> <ol style="list-style-type: none"> 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 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.

64. Change in Laws and Regulations	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.
65. Time is of the Essence	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.
66. Ownership and Retention of Documents	The authority shall own the documents, prepared by implementing agency arising out of or in connection with the contract. 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.
67. Records of Contract Document	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. 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.
68. Security and Safety	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. Implementing Agency shall upon reasonable request by the authority or its nominee(s) participate in regular meetings when safety and matters are reviewed.

69. Addition /Alteration / Modifications	<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>
70. Material and Workmanship	<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>
71. Spare Parts, Oil and Lubricants	<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>
72. Implementing Agency's Liability	<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>
73. Access to Implementing Agency's Premises	<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>

74. Storage of Mechanical and Electrical Equipments at Site

The types of storage are broadly classified as

- i) Special storage - Air conditioned,
- ii) Closed storage,
- iii) Semi-closed storage and
- iv) Open storage.

The equipment covered under this Specification shall be stored in the type of storage as recommended by the manufacturer.

STORAGE:

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.

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.

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.

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.

Any equipment left in the open under such conditions shall be, if required, covered with tarpaulin.

MAINTENANCE DURING STORAGE:

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.

75. Progress Reports and Photographs/ Videos

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.

Progress Reports:

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.

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:

- 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;
- b) Digital photographs/videos showing the status of progress on the Site;
- 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;
- d) The details of Contractor's Personnel and Equipment;
- e) Copies of quality assurance documents, test results and certificates of Material;
- f) List of Variations, notices given
- 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.

76. Documentation	<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>
77. GST Number	<p>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</p>
78. Incomplete tender and seeking clarification	<p>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.</p>
79. Urgent Work	<p>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</p>
80. Change(s) in Name and Constitution of the Contractor:	<p>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.</p>

81. 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>82. Contractor to Provide and Facilitate Inspection, Safety Gear, etc:</p>	<ul style="list-style-type: none"> i. Inspection: BSCL will have the right to inspect the work and can reject partly or fully, if found defective in its opinion. ii. Safe means of Access: Safe means of access shall be provided to all working platforms and other working places. iii. Precaution against Electrical Equipment: Adequate precaution shall be taken to prevent danger from electrical equipment. Hand lamps shall be provided with Mesh guard, wherever required. iv. Preventing Public from Accident: 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. v. Personal Safety Equipment: 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. vi. Demolition: Before any demolition work is commenced and also during process of work; <ul style="list-style-type: none"> a. All roads and open areas adjacent to the work site shall either be closed or suitably protected. b. No electric cable or apparatus which is liable to be a source of danger shall remain electrically charged. c. All practical steps shall be taken to prevent danger to persons employed from the risk of fire, explosion or flooding.
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83. Fair Wages Clause	<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- “Fair Wage” 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>
84. Contractor to Respond for Disengagement of Unruly Labor/Personnel	<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>
85. Provisions for Workman Compensation	<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>

86. 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.

87. Black Listing	<p>A Contractor may be blacklisted for :-</p> <ol style="list-style-type: none"> Misbehavior/ threatening of Departmental & supervisory officers during execution of work/tendering process. Involvement in any sort of tender fixing. Constant non-achievement of milestones on insufficient and imaginary grounds and non-adherence to quality specifications despite being pointed out. Persistent and intentional violation of important conditions of contract. Security consideration of the State i.e., any action that jeopardizes the security of the state. Submission of False/ fabricated/ forged documents for consideration of a tender. <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>
88. Force majeure	<p>Neither the contractor nor BSCL shall be considered in default in delayed performance of its obligation if such performance is prevented or delayed because of work to hostilities, revolution, civil commotion, epidemic, accidental fire, cyclone, flood, earthquake or because of any law and order proclamation, regulations or ordinance of the Government thereof or because of an act of god or for any cause beyond reasonable control of the party affected. Should one or both the parties be prevented from fulfilling their contractual obligations due the aforesaid a state of force majeure lasting continuously for a period of 6 months, the two parties may consult each other regarding the further execution of the contract for mutual settlement.</p>

89. 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:

- 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 such as CEIG, etc. before charging the equipment for testing and commissioning.

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:

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.

CO-OPERATION WITH OTHER IMPLEMENTING AGENCYS:

1. The Implementing Agency shall co-operate with all other Contractors and 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. Not with standing 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 building 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 building until the building is taken over or extended period as agreed. The bidder shall, during the progress of the work, properly cover up and protect the building 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 mal actions, suits, claims, costs or expenses arising, in connection with injuries suffered prior to the date when the building 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 erection of the building 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 or 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 (hereinafter 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 thereof 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 thereof 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 building 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.

1.2.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 : <i>Sanjay Community Hall, Bareilly College Road, Civil Lines, Bareilly</i>
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: <div style="margin-left: 40px;"> <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 <i>accepted 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> </div>
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>

PCC 2.5	<p>Disputes be settled by arbitration in accordance with the following provisions:</p> <ol style="list-style-type: none"> 1. <u>Selection of Arbitrators.</u> <ol style="list-style-type: none"> (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: (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 list s 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. 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. 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 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"> (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 (b) the country in which the Consultant's [or any of their members' or Parties'] principal place of business is located; or (c) the country of nationality of a majority of the Consultant's [or of any members' or Parties'] shareholders; or (d) the country of nationality of the Sub-consultants concerned, where the dispute involves a subcontract. 5. <u>Miscellaneous.</u> In any arbitration proceeding hereunder: <ol style="list-style-type: none"> (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>
	<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>

B. Time Control	
PCC 3.1	The Implementing Agency submit for approval a Program for the Works within 14 days from the date of the Letter of Acceptance.
PCC 3.2	The period between Program updates is <i>monthly</i> .
C. Quality Control	
PCC 3.3	The Defects Liability Period after issue of project completion certificate (after completion of construction and commissioning of the project): 1 year
PCC 4.1	Payment Schedule
	Building Component: <ul style="list-style-type: none"> • 10% mobilization advance can be released on request of implementing agency against Bank Gurantee of 10 % above value of the said amount. That will be deduced in 3 instalments in subsequent payments. • First running Bill shall be raised by the implementing agency after approx. 15% work done. • Subsequent payment shall be made in the form of running bills raised by contractor, as per progress of the work. • The final bill shall be raised by the implementing agency after completing the work in all respect.

1.3.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 Intent

To,

XXXXXXXXXX,

XXXXX,

Ph:

Subject: - Letter of Intent (LOI) for "Sanjay Community Hall & Pond Complex External Development at Bareilly".

Tender ID: 2020_....._....._..

Dear Sir,

We refer to the tender published on XX/XX/2020 on e-tender website and technical bid opened on XX/XX/2020 in response to the invitation for Bids for **"Sanjay Community Hall & Pond Complex External Development at Bareilly"**

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. **Rs.X/-**. 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 Intent"** 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

THIS AGREEMENT made the day of, between *[Name of the Employer]*. (Hereinafter "the Employer"), of the one part, and *[name of the Implementing Agency]*. (hereinafter "the Implementing Agency"), of the other part:

WHEREAS the Employer desires that the Works known as *[name of the Contract]*. should be executed by the Implementing Agency, and has accepted a Bid by the Implementing Agency for the execution and completion of these Works and the remedying of any defects therein,

The Employer and the Implementing Agency agree as follows:

1. In this Agreement words and expressions have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents to be deemed to form and be read and construed as part of this Agreement. This Agreement prevails over all other Contract documents.
 - (i) the Letter of Acceptance
 - (ii) the Letter of Bid
 - (iii) the addenda Nos _____ (if any)
 - (iv) the Particular Conditions
 - (v) the General Conditions of Contract, including appendix;
 - (vi) the Specification
 - (vii) the Drawings
 - (viii) Activity Schedule and
 - (ix) any other document listed in the PCC as forming part of the Contract,
3. In consideration of the payments to be made by the Employer to the Implementing Agency as specified in this Agreement, the Implementing Agency hereby covenants with the Employer to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Implementing Agency in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of *[name of the borrowing country]*. on the day, month and year specified above.

Signed by:

for and on behalf of the Employer

Signed by:

for and on behalf the Implementing Agency

in the presence of: _____ in the presence of: _____

Witness, Name, Signature, Address, Date

Witness, Name, Signature, Address, Date

End of RFP Volume 3.