

प्रेषक,
आलोक कुमार,
प्रमुख सचिव
उत्तर प्रदेश शासन।

सेवा में,
अपर मुख्य सचिव/प्रमुख सचिव/सचिव,
(लोक निर्माण/ गृह/ आवास एवं शहरी नियोजन/
नगर विकास/ समाज कल्याण विभाग)
उत्तर प्रदेश शासन।

नियोजन अनुभाग-1

लखनऊ: दिनांक 04 जुलाई, 2024

विषय: ई.पी.सी. मोड के अन्तर्गत प्रदेश में रु. 50.00 करोड़ से अधिक लागत के शासकीय भवनों के निर्माण कार्य हेतु ठेकेदार चयन के लिए Model NIT डाक्युमेंट के सम्बन्ध में।

महोदय,

उपरोक्त विषय में कृपया नियोजन विभाग के पत्र सं0-194/2024/356/35-1-2023 दिनांक 03 जून, 2024 का सन्दर्भ ग्रहण करें, जिसके द्वारा ई0पी0सी0 मोड पर कराए जाने वाले कार्यों के सम्बन्ध में Model RFP डाक्युमेंट उपलब्ध कराये गये हैं। इस विषय में अवगत कराना है कि मुख्य सचिव, उ0प्र0 शासन की अध्यक्षता में ई0पी0सी0 मोड पर भवन निर्माण कार्यों हेतु गठित गर्वनिंग बॉडी की बैठक दिनांक 08 फरवरी, 2024 तथा दिनांक 15 फरवरी, 2024 में ई0पी0सी0 मोड पर निर्माण कार्यों की प्रक्रिया के सम्बन्ध में कतिपय निर्णय लिये गये हैं।

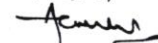
2. इसके साथ ही वित्त (आय-व्ययक) अनुभाग-2 के शासनादेश दिनांक 19.10.2023 के प्रस्तर-2 (3) में दी गयी व्यवस्थानुसार ई.पी.सी. मिशन के कार्य हेतु मॉडल आर.एफ.पी. तथा एस.ओ.पी. का निर्धारण नियोजन विभाग द्वारा किया जायेगा, जिसका अनुपालन सभी प्रशासकीय विभागों को करना होगा।

3. इस सम्बन्ध में वित्त (आय-व्ययक) अनुभाग-2 के शासनादेश दिनांक 19.10.2023 में दी गई व्यवस्था के क्रम में मुख्य अभियन्ता, तकनीकी सेल द्वारा ई0पी0सी0 मोड के कार्यों हेतु गर्वनिंग बॉडी के निर्णयों को समाहित करते हुए रु. 50.00 करोड़ से अधिक लागत के शासकीय भवनों के निर्माण कार्य हेतु ठेकेदार चयन के लिए Model NIT डाक्युमेंट तैयार कर उपलब्ध कराया गया है।

4. अतः इस सम्बन्ध में मुझे यह कहने का निदेश हुआ है कि कृपया ई.पी.सी. मोड के अन्तर्गत प्रदेश में रु. 50.00 करोड़ से अधिक लागत के शासकीय भवनों का निर्माण कार्य के सम्बन्ध में ठेकेदार चयन हेतु संलग्न Model NIT डाक्युमेंट (नियोजन विभाग की वेबसाइट-<https://planning.up.nic.in> पर उपलब्ध) के आधार पर नियमानुसार अग्रत्तर कार्यवाही की जा सकती है।

संलग्नक: यथोक्त।

भवदीय,



(आलोक कुमार)

प्रमुख सचिव।

संख्या: (1)/35-1-2024 तददिनांक

प्रतिलिपि: निम्नलिखित को सूचनार्थ एवं आवश्यक कार्यवाही हेतु प्रेषित:-

1. प्रमुख अभियन्ता (विकास) एवं विभागाध्यक्ष, लोक निर्माण विभाग, लखनऊ।
2. प्रबन्ध निदेशक, उ०प्र० राजकीय निर्माण निगम लि०, लखनऊ।
3. प्रबन्ध निदेशक, सी० एण्ड डी० एस, उ०प्र० जल निगम, लखनऊ।
4. प्रबन्ध निदेशक, पुलिस आवास निगम लि०, उ०प्र, लखनऊ।
5. प्रबन्ध निदेशक, यू०पी० स्टेट कंस्ट्रक्शन एण्ड इन्फ्रास्ट्रक्चर डेवलपमेंट कार्पोरेशन लि०, लखनऊ।
6. मुख्य अभियन्ता तकनीकी सेल, ई०पी०सी० मिशन, नियोजन विभाग, उ०प्र० शासन।
7. निदेशक, दीर्घ कालीन योजना प्रभाग (वेबमास्टर नियोजन विभाग) को इस आशय से प्रेषित कि Model NIT Document को नियोजन विभाग की वेबसाइट पर अपलोड कराने का कष्ट करें।
8. श्री नवीन कपूर, वरिष्ठ तकनीकी निदेशक, एन०आई०सी०, राज्य एकक, उ०प्र० लखनऊ।

आज्ञा से,



(राजेन्द्र प्रसाद)
संयुक्त सचिव।



**TECHNICAL CELL, EPC MISSION,
PLANNING DEPARTMENT, LUCKNOW,**

**As Executing Agency of
Department of
Government of Uttar Pradesh**

E-Tender For

**“Design, Engineering and Procurement for
Construction of**

.....

.....,

Uttar Pradesh, INDIA on EPC basis”

**Tender No.:/General/Technical Cell/2024
dt.....**

**Volume-1
Notice Inviting E-Tender &
Instructions to Bidders
(....., 2024)**

E-mail ID: technicalcellepcmission@gmail.com

**CHIEF ENGINEER, TECHNICAL CELL, EPC MISSION,
PLANNING DEPARTMENT, UTTAR PRADESH SHASAN,
LUCKNOW,**

NOTICE INVITING e-TENDER

Tender No:/General/Technical Cell/2024 dt.

Chief Engineer, Technical Cell, EPC Mission, Planning Department, Lucknow on behalf of Governor of Uttar Pradesh invites online Bids for construction on Design, Engineering, Procurement and Construction (EPC) basis from eligible Bidders working in any central/state departments or government/semi government undertakings or in private sector for building works through e-tendering from eligible contractors/firms in two Bid System for the following work:-

Name and Description of work	Estimated cost (without GST)	Completion period of Work	Date of availability of Bid document online	Date & time of pre-Bid meeting	Last date to fill/ upload the Bid through e-tendering	Date of opening of Bids	Cost of Bid Document	Bid/ Tender Fee	Bid Security amount (Rs.)
Design Engineering & Procurement of Construction of Uttar Pradesh on EPC mode	Rs Cr	..... Months plus Defect Liability Period of Three years including maintenance to make good all the defects	..... at 02:00 PM.	..... at 11:30 AM.	..... Upto 03:00 PM.	..... at 03:30 PM.	Rs. 35000 + 18% GST	Rs. 300+ 18% GST	..... Lakhs

- The Bid document shall be available online from at PM to at PM.
- The Bidders would be required to register at <https://www.etender.up.nic.in>. The Bid document will be available online as per schedule above for submission of the Bids. The intended applicants are advised to procure digital signature certificate (Class-III) from UP Electronics Corporation Ltd Lucknow, to participate in e-tender process.
- Last date of submission of Bid document upto 03:00 PM (Online). Opening of Technical Bid shall be at **03:30 PM** and last date of submission of bid in hard copy is upto 5:00 pm.
- The documents to be uploaded online are listed at Annexure I of the NIT & ITB (Vol. 1). The complete set of Tender Documents comprising seven Volumes I, II, III, IV, V, VI & VII shall be made available, as per schedule above, on e-tender portal www.etender.up.nic.in. Other details are also available on e-tender website <https://www.etender.up.nic.in>. and Corrigendum/amendments etcetera, if any, will be notified on the above website only and separate advertisement will not be made for the same.
- Prebid meeting to be held on date at **11:30 am** in Yojana Bhawan, Lucknow. One can join Prebid meeting online, link for which shall be provided subsequently. The bidders are requested to send the names and contact no. of the representatives attending the prebid meeting one day prior to the date of the meeting on the email ID- technicalcellepccmission@gmail.com.
- The queries can be sent to Email ID- technicalcellepccmission@gmail.com. The Bidders shall have to send the queries in both pdf format as well as word format.
- Technical Cell, EPC Mission, Planning Department reserves the right to accept or reject any application without assigning any reason or incurring any liability whatsoever.

- The price quoted by the bidders is exclusive of GST.
- Processing/ Tender fee & Document fee (as per the table) shall be deposited online through Net Banking/RTGS on the e-tender portal site www.etender.up.nic.in through the available gateway.
- EMD (as per the table) amount up to Rs 50.00 lakhs shall be paid online through the payment Gateway by net banking/RTGS on e-tender portal i.e. www.etender.up.nic.in and rest amount Rs lakhs in the form of e-Bank Guarantee/ Bank Guarantee from any Scheduled Commercial bank.
- Prospective Bidders are advised to regularly scan through e-tender portal **www.etender.up.nic.in**, as corrigendum/amendments etcetera, if any, will be notified on this portal only and separate advertisement will not be made for the same. The Bids shall remain valid for acceptance for a period of 90 days from the date of opening of Technical Bids.
- On the said portal (www.etender.up.nic.in) by clicking “**Tenders by Organization**”, then under organization name “**Planning Department UP**”, the NIT document can be searched by date/number of tender notice, name of work etc.
- Any Bidder who is having criminal record is not allowed to participate in the Bidding process.
- Any Bidder who is registered with the State Bar Council is not allowed to participate in the Bidding process.
- 1% labour cess will be deducted from the Contractor’s Bill.
- The Qualified Bidder shall have to register all the labourers employed in the project with the labour department. The associated/sub-contractors have also to comply accordingly.
- Original MM-11 forms proof of royalty shall have to be produced at time of every running bill in accordance to G.O. no. 115(1)/86-2020 dated 15-01-2020 for all the materials procured from the quarries.

Date-.....

Place- Yojna Bhawan, Lucknow

Executive Engineer
Technical Cell, EPC Mission,
Planning Department, Lucknow

Chief Engineer
Technical Cell, EPC Mission,
Planning Department, Lucknow

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DISCLAIMER

This document has been prepared by Technical Cell, EPC Mission, Planning Department, on behalf of Governor of Uttar Pradesh as Executing Agency of the Department of, Government of Uttar Pradesh for the Project. The information is provided to prospective Bidders, who are interested to Bid for **“Design, Engineering, Procurement for Construction of, Uttar Pradesh, INDIA on EPC Mode”**.

This document is neither an agreement, nor an offer or invitation to perform work of any kind to any party.

The purpose of this document is to provide interested parties with information to assist the preparation of their Bid. While due care has been taken in the preparation of the information contained herein, and believe it to be complete and accurate, neither any of their authorities or agencies nor any of their respective officers, employees, agents or advisors give any warranty or make any representations, expressed or implied as to the completeness or accuracy of the information contained in this document or any information which may be provided in association with it.

Further, EPC Mission, Planning Department does not claim that the information is exhaustive. Interested parties are required to make their own inquiry/ survey and will be required to confirm, in writing, that they have done so and they did not rely solely on the information given herein.

EPC Mission, Planning Department reserve the right not to proceed with the Project or to change the configuration of the Project, to alter the timetable reflected in this document or to change the process or procedure to be applied. It also reserves the right to decline to discuss the Project further with any interested party.

No reimbursement of cost of any type or on any account will be made to persons or entities submitting their Bid.

Definitions

1. **“Application”** shall mean the response submitted by interested parties.
2. **“Project”** shall mean **“Design, Engineering, Procurement for Construction of, Uttar Pradesh, INDIA on EPC Mode”**.
3. **“Site”** shall mean the place where the works under the Project are to be carried out and the details of which are provided in this document.
4. **“BID/Tender”** shall mean documents issued by Technical Cell, EPC Mission, Planning Department to the prospective Bidder. The word **“Tender”** is synonymous with **“Bid”**.
5. **“Bid Security/ Earnest Money”** shall mean the amount to be deposited by the Bidder with the Tender.
6. **“Bid Validity”** shall mean the period for which the Bids shall remain valid.
7. **“Bidder”** shall mean the individual, proprietary firm, firm in partnership, limited company, private or public or corporation participating in the tendering process pursuant to and in accordance with the terms of this document. The word **“Tenderer”** is synonymous with **“Bidder”**.
8. **“Employer”** shall mean the Governor of Uttar Pradesh acting through the Chief Engineer or equivalent officer or successor thereof, as mentioned in Schedule ‘F’.
9. **“Employers Representative”** shall mean the Superintending Engineer or equivalent officer, as mentioned in Schedule ‘F’.
10. **“PMC/Authority Engineer”** shall mean the name of the consultancy firm to assist the Engineer-in-charge.
11. **“Engineer-in-charge”** shall mean the Executive Engineer or equivalent officer, as mentioned in Schedule ‘F’.
12. **“Client Department”** shall mean the Department of, GoUP.
13. **“Contract Agreement”** shall mean the Tripartite agreement to be signed between the Successful Tenderer and the competent authority for and on behalf of Employer or their authorized representative & the competent authority for and on behalf of the Client Department.
14. **“Contract Price”** shall mean the financial Bid of the Successful Tenderer as accepted by the Employer’s Representative.
15. **“DPR Consultant”** shall mean the consultant who has prepared the DPR & tender documents & same firm shall responsible to issue approval to the Architectueal drawings of EOC Contractor.
16. **“Date of commencement of work”** shall mean the date of Start as specified in the **Schedule “F”** or the date of handing over of the site, whichever is later as indicated in the tender document.
17. **“Defects Liability Period (DLP)”** means the period after completion of the Project during which the Executing Agency or his authorized representative/Engineer-in-charge that will notify to the Contractor any defect noticed in the work and the Contractor is liable for rectification of such defects. Proof of dispatch of letter notifying the defect/ intimating the representative of Contractor at site on the last date of Defect liability period will make the Contractor liable for rectify all such defects.
18. **“Evaluation Committee”** shall mean the committee for the evaluation of the Bids as constituted by Niyojan vibhag (Planning Department)/Governing Body for EPC Mission.

19. **“EPC”** shall mean Engineering, Procurement and Construction, here includes Operations and Maintenance.
20. **“U.P.”** shall mean Uttar Pradesh.
21. **“Successful Tenderer”** shall mean the Tenderer declared technically and financially successful for the Project and with whom, the Contract Agreement shall be signed.
22. **“Letter of Award”** shall mean the letter issued by the executing agency to the Successful Tenderer inviting him to sign the Contract Agreement.
23. **“Performance Guarantee”** shall mean the amount to be paid by the Successful Tenderer as per relevant clause mentioned elsewhere.
24. **“Processing Fee”** shall mean the amount to be paid by the Bidders/Tenderers in consideration of cost of Bid document.
25. **“Similar Works”** shall mean the work as defined in eligibility criteria.
26. **“Scheduled banks”** mean **“Scheduled Commercial Banks”**
27. **“NIT”** means **Notice Inviting e-Tender**. The word **“Notice Inviting e- Tender”** is synonymous with **“Notice Inviting Bids”**.
28. **“ITB”** means **Instructions to Bidders**
29. **“YEAR”** means “Financial Year” unless stated otherwise.
30. **“GST”** shall mean Goods and Service Tax.
31. **“UPPWD”** shall mean Uttar Pradesh Public Works Department.
32. **“Executing Agency”** shall mean the working agency i.e. Uttar Pradesh Public Works Department.

SECTION-I

1. Technical Cell, EPC Mission, Planning Department, Lucknow executes the various projects on behalf of Governor of Uttar Pradesh to be constructed on EPC mode. Technical Cell, EPC Mission, Lucknow invites on-line Bids on Design, Engineering, Procurement and Construction (EPC) including Operation & Maintenance basis from Eligible Bidders, in two Bid system, through e-tendering.
- 1.1. The estimated cost of work is as given in Table – I. Technical Cell, EPC Mission, Planning Department, Lucknow, will deal with all the matters relating to invitation of tenders. Any clarification shall be sought from Technical Cell, EPC Mission, Planning Department, Lucknow/ Employer/ Employer’s Representative. The NIT and other details are also available on the e-tender portal www.etender.up.nic.in

TABLE – I

No.	Description	- Details
1	Tender No.	Tender No: ...../General/Technical Cell/2024 dt.
2	Name & Description of Work	“Design, Engineering, Procurement for Construction of Uttar Pradesh, INDIA ” on EPC Basis
3	Estimated cost (in Rs.) (without GST)	Rs. Cr.
4	Completion period of work (months)	..... Months Plus three years Defect Liability Period including maintenance to make good all the defects.
5	Bid Security (EMD) amount (in Rs.)	Rs. Lacs (Rs 50.00 lakhs shall be paid online through the payment Gateway by net banking/RTGS on e-tender portal i.e. www.etender.up.nic.in and rest amount Rs lakhs in the form of e-Bank Guarantee/ Bank Guarantee from any Scheduled Commercial bank)
6	Processing Fee / e-Tender Fee Amount (in Rs.)	Rs.41,654/- (Rs Forty one Thousand six hundred fifty four only). The payment has to be made online through the available gateway on E-Tender portal www.etender.up.nic.in into the UP E-Tender online Account- Government.
7	Date of availability of Bid documents on line.	..... at 02 PM to at 5 PM
8	Date & time for Pre-Bid meeting	..... at 11:30 AM
9	Start date of submission of tender	..... at 5:00 PM
10	Last date to fill/upload the e-tender through e-Tendering.	..... at 03:00 PM
11	Date & time for opening of Technical Bids	..... at 03:30 PM.
12	Date & time for submission of hard copies of Bid	..... upto 05:00 pm
13	Date of opening of Financial Bids	Technically qualified Bidders to be intimated at appropriate stage.

1.2 General Information:-

Pre-Bid conference shall be held on at **11:30 am** at Room no 101, Meeting Hall “Vimarsh”, Ist Floor, Planning Department, Yojana Bhawan, Lucknow. The queries can be sent to mail **technicalcellepmission@gmail.com**. **The Bidders shall have to send the queries in both pdf format as well as word format.**

Representatives (2 nos. maximum) of each prospective Bidder shall be allowed to participate on production of authority letter from the Bidder. During the course of Pre-Bid meeting, the Bidders will be free to seek clarifications and make suggestions for consideration. The tender inviting authority shall endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding process.

1.3 The intending Bidder must read the terms and conditions of Notice Inviting e-tender and the Bid Documents carefully. He should only submit his Bid if he considers himself eligible and he is in possession of all the documents required. Intending Bidder is eligible to submit the Bid provided he has definite proof from the appropriate authority, which shall be to the satisfaction of the competent authority of the respective department, of having satisfactorily completed the works given in the Eligibility Criteria specified below:

1.4 Bids (Two Bid system – (a) Technical Bid and (b) Financial Bid) are invited on behalf of Governor of Uttar Pradesh from eligible contractors working in any central/state departments or government/semi government undertakings or in private sector for building works. The Bidders, individual proprietorship firm, company, meeting the following minimum eligibility criteria shall be eligible to apply.

- (a) If e- Tender Fee / Processing Fee and or EMD submitted by any Bidder is not as per e- tender terms and conditions, his Bid will be rejected and will not be considered for further stages of evaluation.
- (b) If the Bidder or any JV in which he has participated has ever been blacklisted & currently in force by any state Government, Central Government or any Public Sector Unit of either Central Government or State government, his Bid will be rejected and will not be considered for further stages of evaluation.
- (c) Experience should be in the name of the Bidding Company and not in subsidiary/ associate company/ Group Company etcetera also, the work should not have been Sublette by the Bidder on back-to-back basis in full.
- (d) Experience of having successfully completed works during the last 7 years ending the previous day to the last date of submission of tender. For this purpose, cost of work shall mean gross value of the completed work including cost of material supplied by the respective Client Department but excluding those supplied by the Client Department free of cost.
- (e) **“Similar Work”** shall mean “Construction of RCC framed building Project including all civil works, internal water supply, sanitary installations, internal Electrical Installations and services i.e. Fire-Fighting, Fire Alarm, Substation, DG set, ELV, HVAC and Lifts etc. all executed under one composite agreement. If the work is completed outside India but Funded by Government of India/Any State Government/Any Public Sector unit of either Central Government or State Government shall be considered if other specified requirements are fulfilled.”

Three similar completed/substantially completed works each costing not less than the amount equal to 40% of cost of the proposed work;

OR

Two similar completed/substantially completed works each costing not less than the amount

equal to 50% of cost of the proposed work;

OR

One similar completed/substantially completed work costing not less than the amount equal to 80% of cost of the proposed work.

And

Experience of having executed one work of minimum **Storeys** either RCC framed or composite (excluding industrial) (basement, machine room and mumty shall not be counted as a storey) with a **minimum of** **sqm**. built-up area in last 07 years including all civil works, internal water supply, sanitary installations, internal Electrical Installations and services i.e. Fire-Fighting, Fire Alarm, Substation, DG set, HVAC and Lifts etc. all executed under one composite agreement in India, either completed as part of above work or separately. If the work is completed outside India but funded by Government of India/any State Government/any Public Sector unit of either Central Government or state government shall be considered, if other specified requirements are fulfilled".

Note:

- 1 The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum; calculated from the date of completion to the previous day of last date of submission of tenders.
- 2 Mumty and machine room shall not be considered as storey for this purpose.
- 3 For Building works, the number of storeys for the purpose of definition of similar work may be taken as under:
 - (i) Upto four storeys buildings - No binding
 - (ii) Five to ten storeys buildings - Minimum one building of five storeys
 - (iii) Eleven to fifteen storeys building- Minimum one building of eight storeys
 - (iv) More than fifteen storeys buildings- Minimum one building of ten storey
- 4 If there are a number of buildings in a similar work, then minimum one building should satisfy the definition of similar work.
- 5 One equivalent storey shall be considered of 3.0 m height for residential buildings & of 3.6 m for non-residential buildings.
- 6 Experience as subcontractor/Nodal agency/Project Management Consultant shall not be considered. The Bidder should have procured and executed the project on his own.
- 7 **Back to Back Tie Up by PSUs:** Construction PSUs while awarding the work will take following points into consideration: PSUs (when bag the contract from the client Department) as a contractor, has to execute the work by functioning like a contractor instead of sub-letting the 100% work on back to back basis.
- 8 For contracts under which the applicant participated as a joint venture member ~~or sub-contractor~~, only the applicant's share, by value, shall be considered to meet this requirement.
- 9 The value of executed works shall be brought to current costing level by enhancing the actual executed value of work at simple interest rate of 7% per annum; calculated from the date of completion to previous day of last date of initial date of submission for Bids.
10. Own works / work under the same management shall be considered only if duly certified by the development authority to have been completed adhering to their norms.

11. In case of Medical Colleges and Hospitals, atleast one work of minimum 40% of the beds criteria should be met by the bidder as part of completed works subject to minimum 100 beds.
12. In case of building projects, atleast one work of minimum number of storeys as mentioned in the note for similar work and completion of minimum one building of Built-Up Area equal to or above 40% of the largest proposed building.
13. The work in Additional Qualification Criteria may be a part of similar work or may be different than the similar work.

14. **Substantial Completion of Works**

The works which are completed to the extent of 80% physical progress shall be considered as substantially completed shall be awarded 75% marks in the respective category, provided the proper certificate duly issued by the competent authority of the employer is put up along with the bid documents. The certificate for Substantial completion of project/work shall contain two parts, i.e., Part I shall contain 'Financial value of work done' & Part II shall contain 'Certificate of functional completion of Project/work.

- (f) **Turnover:** Average annual financial turnover on construction works should be at least 50% of the cost of the proposed work during the immediate last three consecutive financial years ending **31st March, 2023**. The balance sheets, Statement of Profit & Loss Account and Notes to Accounts should be duly audited and certified by a Chartered Accountant with his seal / signatures and firm registration number. The year in which no turnover is shown, would also be considered for working out the average. The turnover should be of the Bidding Company and not for Group Company or subsidiary company etcetera Turnover shall be duly certified by a Chartered Accountant with his seal / signatures and registration number & must mention the work completed/running on the EPC basis.

The multiplication factor of 7% per annum simple interest is not applicable on the Annual financial turnover figures.

- (g) **Profit / loss:** The Bidder should not have incurred any loss (**profit after tax should be positive**) in more than two years during the available last five consecutive financial years ending **31st March, 2023**. The balance sheets, Statement of Profit & Loss Account and Notes to Accounts should be duly audited and certified by a Chartered Accountant with his seal / signatures and firm registration number.
- (h) **Solvency Certificate:** The Bidder should have a Solvency equal to or more than 40% of the cost of the proposed work certified by his bankers for this work. Banker's certificates should be on letter head of the Bank, self-attested and should have been issued within Six months from the original last date of submission of the Bid.
- (i) Debarment or blacklisting should not be in force by any public agency, Central / State Government Department/Autonomous Body/PSU on last date of submission of the Bid. The Bidder shall submit duly notarized affidavit to this effect, as per prescribed format (**Form "G"**).
- (j) **Bidding capacity:** The Bidding capacity of the Bidder should be equal to or more than the estimated cost of the work. The Bidding capacity shall be worked out by the following formula (**Form "J"**):

$$\text{Bidding Capacity} = [A \times N \times M] - B$$

Where,

A = Maximum turnover in construction works executed in any one year during the last five years ending on 31st March, taking into account the completed as well as works in

progress. The value of completed work shall be brought to current costing level by enhancing at a simple rate of 7% per annum.

N = Number of years prescribed for completion of work for which Bids has been invited.

M = Multiplier factor (2.00 for works upto 500 crores and 1.5 for works more than 500 crores).

B = Value of existing commitments and ongoing works to be completed during the period of completion of work for which tenders have been invited.

The Bidder shall submit the calculation sheet of tendering capacity as per above formula

1.5 Completion Period:

The total time allowed for carrying out the works will be as mentioned in Table-I above from the date of start as defined in schedule 'F'. However, the completion periods for various buildings / components of work to be completed along with all associated E&M services & utilities for functioning & operationalization of the different phases, from the date of start shall be per the Milestones given as under: -

Construction and functioning of Building/ Components of Works to be completed along with all associated E&M, services & Utilities	Completion Period from Date of Start
<p>Note: Broad scope of work is attached separately in Volume III.</p>	<p>..... Months</p>

1.6 The site for the work is available.

1.7 The Bidder shall have In-house design capabilities to provide the required services as per the scope of work. In case, the in-house design capabilities are not available, then the Bidder shall enter into in an agreement with a design consultant who has requisite credentials as mentioned in the General Conditions of Contract. The Bidder, within 7 days of award of work, shall submit details of such in house design capabilities or details of the design consultant proposed to be engaged by the Bidder along with requisite credentials.

1.8 The Bid documents consisting of Notice Inviting e-Tenders (NIT) & Instructions to Bidders (ITB), General Conditions of Contract, Specific Conditions of Contract, Design Basis Report, Technical Specifications, Tender Drawings, Financial Bid and other necessary documents (if any) are available online at e-tender portal <https://www.etender.up.nic.in>.

1.9 Last date to fill/upload the e-tender through e-Tendering is as per Table-I at Clause 1.1 above.

1.10 The intending Bidder must have Class-III digital signatures to submit the Bid. After submission of Bid the contractor can re-submit revised Bid any number of times but before the last time and the date of submission of Bid as notified. While submitting the revised Bid, the contractor can revise the rate of

one or more item(s) any number of times (he need not re-enter rate of all the items) but before the last time of date of submission of Bids as notified.

1.11 Bid Security/ Earnest Money Deposit (EMD) shall have to be deposited by RTGS through available gateway/net banking / e-tender portal as per details specified in the Bid Document.

1.12 **E-Tender Fee/ Processing Fee and Earnest Money Deposit (EMD)**

i. **E-Tender Fee/ Processing Fee:** The Bid can be submitted online only after paying the Processing & Document Fee which is non-refundable. The amount shall be paid online through payment gateway net banking/RTGS on e-tender portal i.e. **www.etender.up.nic.in**. Interested applicants are informed that tender submission process will not move onward if the above amount is not paid through e-tender portal. E-tender Fee / Processing Fee is non-refundable.

ii. **Earnest Money Deposit (EMD):** The amount Rs 50.00 lakhs shall be paid online through the payment Gateway by net banking/RTGS on e-tender portal i.e. **www.etender.up.nic.in** and rest amount Rs. lakhs in the form of e-Bank Guarantee/Bank Guarantee from any Scheduled Commercial Bank. Interested applicants are informed that tender submission process will not move onward if the Earnest money is not paid through available gateway of the e-tender portal.

Micro and Small Enterprises registered with the National small Industries Corporation Limited, New Delhi (NSIC) and in respect of which competency certificates are issued by the NSIC will be exempted from furnishing earnest money deposit.

iii. Online Bid Documents submitted by intending Bidders shall be opened only of those Bidders, e-tender Fee/Processing Fee submission is verified vide UTR no provided by them in online submission.

1.13 The Bid submitted shall become invalid and cost of Bid & e-Tender processing fee shall not be refunded if:

(i) The Bidder is found ineligible.

(ii) The Bidder does not upload all the documents (including Goods & Service Tax (GST) registration, PAN Card) as stipulated in the Bid Document.

(iii) If any discrepancy is noticed between the documents as uploaded at the time of submission of Bid and hard copies as submitted physically in the office of tender opening authority.

1.14

a. The Technical Package Part-I, Part-II and Part-III and Financial Package as detailed in clause 2.3.6 of Section-II ITB shall be submitted online, and will be opened as per the schedule at Table-I above. Technical Package Part-II” of only those tenderer(s), whose Earnest money & e-Tender Fee/Processing Fee is found to be in order, shall be opened.

b. The hard copies of the documents (in original) referred at Clause 2.3.6 of Section- II ITB are to be submitted in the office of Superintendent Engineer, Technical Cell, EPC Mission, Planning Department, Lucknow before the Date & time for submission of hard copies of Bids.

1.15 The Technical Bid shall be opened first on due date and time as mentioned at Table- I above. The time and date of opening of Financial Bid of Bidders qualifying the Technical Bid shall be communicated to them at a later date.

1.16 The Bidder, whose tender is accepted, will be required to furnish performance guarantee, of the amount and within the period, specified in Schedule F. This guarantee shall be in the form of Insurance Surety Bonds, Fixed Deposit Receipt (FDR) or Banker’s Cheque or Demand Draft or Bank Guarantee of any scheduled commercial bank based in India, in favour of **Employer’s Representative** as per Form C. **Performance Bank Guarantee to be valid up to sixty days beyond the stipulated date of completion or the extended period, thereof.**

1.17 In case the Bidder fails to deposit the said performance guarantee within the period as indicated in schedule ‘F’, including the extended period if any, the earnest money deposited by the contractor shall

be forfeited automatically without any notice to the Bidder.

- 1.18 The Bidder whose Bid is accepted will also be required to furnish either copy of applicable licenses / registration or proof of having made application for obtaining labour licenses, registration with EPFO, ESIC and BOCW, Welfare Board including Provident Fund Code No., if applicable and also ensure the compliance of aforesaid provisions by the sub-agencies, if any engaged by the Contractor for the said work and Programme Chart (time and progress) within the period specified in Schedule 'F' of GCC.
- 1.19 **Performance Evaluation:** Performance Evaluation of the Bidders for eligibility shall be done by the tender inviting authority. If required, the works executed by the Bidders who otherwise qualify may be got inspected by the tender inviting authority.
- 1.20 Bidders are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to the nature of the ground and sub- soil, the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender. A Bidder shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. The Bidder shall be responsible for arranging and maintaining at its own cost all materials, tools & plants, water, electricity, access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a tender by a Bidder implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and other conditions, factors etcetera having a bearing on the execution of the work.
- 1.21 The Competent Authority for & on behalf of the Technical Cell, EPC Mission, Planning Department does not bind itself to accept the lowest or any other tender and reserves to itself the authority to reject any or all the tenders received without the assignment of any reason. All tenders in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the Bidder shall be summarily rejected.
- 1.22 Canvassing, whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.
- 1.23 The Competent Authority for & on behalf of the Technical Cell, EPC Mission, Planning Department reserves to himself the right of accepting the whole or any part of the tender and the Bidder shall be bound to perform the same at the rate quoted by him for the same.
- 1.24 The Bidder shall not be permitted to tender for works in case his near relative is Gazetted officer in the office of Technical Cell, EPC Mission, Planning Department /Client Department, UP or in the Managerial Cadres of UPPWD and is directly dealing with the Project. Any breach of this condition by the contractor would disqualify him from participation and consideration in the tender process.
- 1.25 No Engineer of Gazetted rank or other Gazetted officer employed in Engineering or Administrative duties in an Engineering Department of the Government of Uttar Pradesh/is allowed to work as a contractor for a period of two years after his retirement from Government service, without the prior permission of the Government of Uttar Pradesh in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found any time to be such a person who had not obtained the permission of the Government of India as aforesaid before submission of the tender or engagement in the contractor's service.
- 1.26 The tender for the works shall remain open for acceptance for a period of **90 (Ninety)** days from the last date of submission of Bid or any extension thereto. If any Bidder withdraws his tender before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the tender which are not acceptable to the Technical Cell, EPC Mission, Planning Department, then the Technical Cell, EPC Mission, Planning Department shall, without prejudice to

any other right or remedy, be at liberty to forfeit 100% of the said earnest money as aforesaid. Further the Bidder shall not be allowed to participate in the re-tendering process of the work.

- 1.27 The scope of work envisages a number of specialized Civil/ Electrical/ Mechanical/ Electronic Engineering services etcetera to be executed as integral part of this Contract. However, in case the Bidder does not have in house capacity for execution of such component(s) of work and intends to engage outside agency for execution, the Bidder shall ensure that such specialized agencies in each case meets the eligibility criteria as per follows:

For Specialized works viz. HVAC System, STP, Lift, Fire Fighting, Solar PV System:

I. For Specialized works viz STP, Substation works etc

Experience of having successfully completed similar specialized works during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following:

- a. HVAC: One similar work having individual Chiller capacity not less than 150 TR OR Two similar works having individual Chiller capacity not less than 90 TR.
- b. STP: One similar work having capacity not less than 200 KLD SBR based STP OR Two similar works each having capacity not less than 130 KLD SBR based STP.
- c. For Fire Fighting System: Experience of having successfully completed similar specialized works with atleast one no. of work involving supply & installation of firefighting system including sprinklers, fire pumps & wet riser etcetera in a campus comprising of business/ institutional/ residential/ educational/ assembly buildings as classified in NBC.
- d. For Lifts works: For Lifts, associated agency shall be as per the approved makes.
- e. DG Set: One similar work having individual DG capacity not less than 900 KVA OR Two similar works having individual DG capacity not less than 600 KVA.
- f. Sub station : One similar work having individual transformer capacity not less than 2000 KVA OR Two similar works having individual transformer capacity not less than 1200 KVA

II. For specialized works as mentioned below approval from Engineer-in- Charge shall be sought before commencement of work:-

- i. Audio Visual System.
- ii. WTP (Water Treatment Plant)
- iii. LV works like ~~Access Control System~~, LAN, IPBAX, CCTV, Fire Alarm & Detection, ~~Public Address~~, solar voltaic power generation system, BoomBarrier, etc(Only Civil and MEP works)
- iv. Any other specialized works specified in Tender.

III. For all other specialized works, for which the contractor intend to engage a specialized agency for execution of work, the contractor shall take approval of the Engineer-In-Charge before assignment of such agency and should comply to the CVC guidelines for similar work.

- 1.28 **Registration/ Licence:** The Bidder should have their registration for GST, PF, ESIC, Building Cess Registration etcetera, with the appropriate Authorities. In case the Bidder is not registered for PF, ESIC, Building Cess Registration (except GST) etcetera, with the appropriate Authorities at the time of submission of Bid, they will submit an undertaking that they will get themselves registered with the concerned authorities in case they are awarded the work.

- 1.29 The Bidder will indemnify Technical Cell, EPC Mission, Planning Department/ executing agency, as the case may be, against all penal action that may be levied/effected by any concerned authority for default in any labour regulation/PF/ESI and other statutory requirements of the relevant Acts/Laws related to the work of the contractor and will bear the legal charges, if any, and will pay the legal

charges/dues directly to the concerned authority. An undertaking in this regard is required to be submitted by applicant along with their Bid.

1.30 GST or any other tax applicable in respect of inputs procured by the contractor for this contract shall be payable by the Contractor and Technical Cell, EPC Mission, Planning Department/ executing agency will not entertain any claim, whatsoever in respect of the same. However, component of GST at time of supply of service (as provided in CGST Act) provided by the contract shall be varied if different from that applicable on the last date of receipt of tender including extension if any.

1.31 This Notice Inviting e-Tender shall form a part of the contract document. The successful Bidder, on acceptance of his e-tender by the Competent Authority for & on behalf of the Technical Cell, EPC Mission, Planning Department/ executing agency, shall, within 30 days from the stipulated date of start of the work, sign the contract consisting of the Notice Inviting Bids, all the documents including General Conditions of the Contract, Specific Conditions of Contract, Specifications, Bill of Quantities and drawings, if any, forming the e- tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto including amendments, corrigendum etcetera, if any.

1.32 **Following shall also be part of the contract:**

Standard forms as mentioned in Schedule “F” consisting of:

- i. Various standard clauses with corrections upto the date stipulated in Schedule F along with annexures there to.
- ii. Safety Code.
- iii. Rules for protection of health, sanitary arrangements for workers employed by the executing agency or its contractors.
- iv. Contractors Labour regulations
- v. List of Acts and Omissions for which fines can be imposed.

1.33 **Bid document consists of:**

- i. Volume – 1 (Notice Inviting e-Tenders (NIT) & Instructions to Bidders (ITB)**
- ii. Volume – 2 (General Conditions of Contract)**
- iii. Volume - 3 (Specific Conditions of Contract)**
- iv. Volume – 4 (Design Basis Report)**
- v. Volume – 5 (Technical Specifications)**
- vi. Volume– 6 (Tender Drawings)**
- vii. Volume – 7 (Financial Bid)**
- viii. All amendments(s)/ corrigendum, if any.**

Technical Cell, EPC Mission, Planning Department reserves the right to accept or reject any or all the tenders without assigning any reason, No Bidder shall have any cause of action or claim against Technical Cell, EPC Mission, Planning Department for rejection of his/ all e-tender (s).

Chief Engineer,
Technical Cell,
EPC Mission, Planning Department,
Lucknow

SECTION-II

INSTRUCTIONS TO BIDDERS (ITB)

2 INTRODUCTION:

2.1 Brief Particulars of the Work

The scope of work includes architectural design, structural design, and design of all required services, obtaining mandatory approvals from local bodies/ authorities required for commencing the work, execution of work & services and handing over the assets after making them habitable in all aspects for “**Construction of, Uttar Pradesh, INDIA” on EPC Basis**. The work is to be executed on Design, Engineering, Procurement and Construction (EPC) basis including three years Defect Liability Period. The details of scope of work are at Section III of the Document.

2.2 Eligibility Criteria & Disqualification:

The eligibility Criteria is as at Section I (Notice inviting e-Tender). It may be noted that even if a Bidder meets the eligibility criteria, the Technical Cell, EPC Mission, Planning Department/ executing agency may, at their discretion and at any stage during the selection process or execution of the Project, on discovering the facts & figures & finding that the information provided by the Contractor is Contrary to Integrity pact, Technical Cell, EPC Mission, Planning Department/ executing agency shall order disqualification of the contractor, if the Contractor’s debarment or blacklisting is effective by any Central/State Government Department/ Autonomous Body/ PSU, even after Bids have been opened and/or work awarded.

2.3 BID Documents:

2.3.1 Contents of BID Documents

BID Document shall consist of the documents listed in this document along with any schedules, addendum or corrigendum etcetera issued by Technical Cell, EPC Mission, Planning Department for the purpose.

2.3.2 Pre-Bid Meeting

The purpose of the meeting will be to clarify issues and to answer questions on any matter that may arise at this stage. Technical Cell, EPC Mission, Planning Department shall conduct pre-Bid meeting(s) at the time and venue mentioned in Notice Inviting e-Tender to answer any queries / provide clarifications that the Bidders may have in connection with the Project and to give them relevant information regarding the same. Representatives (2 nos. maximum) of each prospective Bidder shall be allowed to participate on production of authority letter from the Bidder. During the course of Pre-Bid meeting, the Bidders will be free to seek clarifications and make suggestions for consideration. The Technical Cell, EPC Mission, Planning Department shall endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process. Bidders are requested to bring authorization letter, letterhead and stamp/seal of the company at the time of pre – Bid meeting. Only written queries shall be accepted from those present in the pre- Bid meeting. No other queries shall be entertained or replied to. If prospective Bidders / their authorized representatives wish to raise any queries, then they need to be present in the pre- Bid meeting. Technical Cell, EPC Mission, Planning Department response (including an explanation on the query but without identifying the source of the inquiry) will be uploaded on the websites

<https://www.uppwd.gov.in>, e-tender portal www.etender.up.nic.in.

2.3.3 Clarifications

A prospective Bidder requiring any clarification with regards to the BID document may notify the office of Chief Engineer, Technical Cell, EPC Mission, Planning Department **Lucknow** in writing at the mailing address indicated in Notice Inviting Bid or e-mail at **technicalcellepccmission@gmail.com**. Technical Cell, EPC Mission, Planning Department **Lucknow** will respond any request for clarification which is received within seven days from the date of availability of Tender document on-line. The responses (including an explanation on the query but without identifying the source of the inquiry) upload on e-tender portal www.etender.up.nic.in. Only written communication/clarification shall be considered as valid

2.3.4 Amendment to BID Document

- i. At any time prior to the deadline for the submission of Bids, Technical Cell, EPC Mission, Planning Department, may, for any reason, whether at its own initiative or in response to a clarification or query raised by prospective Bidders, modify the BID document by an amendment(s)/ addendum(s)/corrigendum(s).
- ii. The said amendments in the form of the addendum/corrigendum will be made available on website <https://www.uppwd.gov.in>, e-tender portal <https://www.etender.up.nic.in>, at-least three (3) days prior to the last date of the original or extended deadline for the submission of the Bids. The uploading of the said amendment(s)/ addendum(s)/corrigendum(s) shall be binding on the Bidders. The Bidders are advised to regularly visit above mentioned website to ensure that they are aware of the amendment(s)/ addendum(s)/corrigendum(s). The amendment(s)/addendum (s)/ corrigendum(s) issued will form part of the BID documents.
- iii. In order to provide prospective Bidders, reasonable time for preparing their Bids after taking into account such amendments, addendum (s)/ corrigendum(s) the, Technical Cell, EPC Mission, Planning Department may, at its discretion, extend the deadline for the submission of Bids.

2.3.5 Preparation of Bid:

a) **Bidder's responsibility:**

- i. The Bidder is solely responsible for the details of his Bid and the preparation of Bids.
- ii. The Bidder is expected to examine carefully all the contents of BID document as mentioned in Notice Inviting e-Tender including instructions, conditions, forms, terms, etcetera. and take them fully into account before submitting his offer. Bids, which do not satisfy all the requirements, as detailed in these documents, are liable to be rejected as being non - responsive.
- iii. The Bidder shall be deemed to have inspected the Site and its surroundings and taken into account all relevant factors pertaining to the Site, while preparing and submitting the Bid.

b) **Project Inspection and Site Visit**

Any Site information including the site survey, soil investigation report etcetera, given in this Bid Document is for guidance only. The Bidder is advised to visit and examine the Site of works and its surroundings at his/their cost and get/ obtain at his/their own responsibility, any information that may consider necessary including conducting site survey, soil investigations, availability of electricity, water and drainage, as applicable for preparing the Bid. Technical Cell, EPC Mission, Planning Department shall not be liable for such costs, regardless the outcome of the selection process. **The Bidder has to obtain a Site Visit Certificate from the Engineer-in-charge and submit it along with the Bid but non-submission of the same shall not form the ground for disqualification.**

c) **Documents Comprising the Bid**

Bidders shall submit their Bids online. The hard copies of the documents as explained in Clause 2.3.6 are to be submitted separately. Hard copy is to be submitted in only one package 'Technical Package' (Hard Copy & Online). No 'Financial Package' is to be submitted. Any submission of the hard copy comprising of 'Financial Package' shall be summarily rejected.

d) **Alternative Proposal by Bidders:**

Bidders shall submit offers that comply with the requirement of the Tender. Any Alternative Proposal(s) will not be considered at all.

e) **Method of Application:**

- i. If the Bidder is an individual, the application shall be signed by him above his/her full type written name and current address.
- ii. If the Bidder is a proprietary firm; the application shall be signed by the proprietor above his/her full type written name and the full name of his firm with its current address.
- iii. If the Bidder is a firm in partnership, the application shall be signed by all the partners of the firm above their full type written names and current addresses or alternatively by a partner holding power of attorney for the firm. In the later case a certified copy of the Power of Attorney should accompany the application. In both the cases a certified copy of the partnership deed and current address of all the partners of the firm should accompany the application.
- iv. If the Bidder is a Limited company or a corporation, the Bid shall be signed by a duly authorized person holding Power of Attorney for signing the application and certified copy of such power of attorney shall also be furnished. The Bidder should also furnish a copy of memorandum of articles of association duly attested by a Public Notary.
- v. No Joint Venture shall be allowed to Bid.

f) **Bid documentation**

- i. All information called for in the enclosed forms should be furnished against the relevant columns in the forms. If for any reason, information is furnished on a separate sheet, this fact should be mentioned against the relevant column. Even, if no information is to be provided in a column, a 'Nil' or 'no such case' entry should be made in that column. If any particulars/query is not applicable in case of the Bidder, it should be stated as 'Not applicable'. The Bidders are cautioned that not giving complete information called for in the application forms or not giving it in clear terms or making any change in the prescribed forms (or) deliberately suppressing the information may result in the Bid being summarily disqualified. Bid made by telegram or telex and those received late will not be entertained.
- ii. The Bid should be type written. The Bidder should sign each page of application, forms and documents before scanning & uploading.
- iii. Over writing should be avoided. Corrections if any should be made by neatly crossing out, initialing, dating and rewriting. Pages of the eligibility criteria document are numbered. Additional Sheets if any added by the Bidder should also be numbered by him. They should be submitted as a package with signed letter of transmittal.
- iv. References, information and certificate from the Engineer-in-Charge certifying technical knowledge or capability of the Bidder etcetera should be signed by an officer not below the rank of Executive Engineer or equivalent.
- v. The Bidder may furnish any additional information, which he thinks is necessary to establish his

capabilities to successfully complete envisaged work. He is, however advised not to furnish superfluous information. No information shall be entertained after submission of eligibility criteria document unless it is called for by the Technical Cell, EPC Mission, Planning Department, Lucknow.

- vi. If private works are shown in support of eligibility, certified copy of the tax deducted at source certificate (TDS) shall be submitted along with the experience certificate and the TDS amount shall tally with the actual amount of work done.

2.3.6 Contents of Packages (Bid Submission):

The tender/ Bid shall be submitted in two package i.e. Technical Package & Financial Package.

2.3.6.1 Technical Package:

The technical package, clearly labeled as “**TECHNICAL PACKAGE**”, is to be submitted in three parts.

B. Technical Package, Part-1: e-Tender Fee / Processing Fee & EMD(Form-I).

This part shall consist of following: -

- I. Original Non – Refundable e-Tender Fee / Processing Fee:** -as per Table- I, only on the online mode through payment gateway available on e- portal- <https://www.etender.up.nic.in>. The Tender Fee / Processing Fee is non – refundable. Any physical submission of e-Tender Fee / Processing Fee will be rejected.
- II. Bid Security Earnest Money Deposit:** - as per Table- I, the amount up to Rs 50.00 lakhs shall be paid online through the payment Gateway by net banking/RTGS on e-tender portal i.e. www.etender.up.nic.in and rest amount Rs lakhs in the form of e-Bank Guarantee/Bank Guarantee from any Scheduled Commercial Bank. Interested applicants are informed that tender submission process will not move onward if the Earnest money is not paid through available gateway of the e-tender portal. The EMD Fee is refundable. Any physical submission of the Earnest Money will be rejected.
 - a. The Bid Securities of Unsuccessful Bidders shall be discharged/returned by Technical Cell, EPC Mission, Planning Department, Lucknow not later than 30 days after the expiration of the period of Bid Validity.
 - b. The Bid Security shall be forfeited if a Bidder withdraws his Bid during the period of Bid validity or in the case of the Successful Bidder, if he fails to submit the necessary performance security or fails to enter into the Contract within time limit specified in Schedule ‘F’.
 - c. The Bid Security of the Successful Bidder shall be returned after receipt of Performance Bank Guarantee.

C. Technical Package, Part-2: Should be submitted in original with scanned copy of documents to be uploaded online (Hardcopy and Scanned copy online)

- a. Form A: Form of Bid along with Appendix to be typed on the letter head and duly signed and stamped by authorized person.
- b. Form E: Format for Power of Attorney for signing of proposal. In case Bid is signed by Managing Director/Partner/Proprietor himself, Power of Attorney is not required. It is mandatory to mention on letterhead that the Bid is duly signed and stamped by Managing

Director / Partner / Proprietor.

- c. Indemnity/ Undertaking/ Affidavits as per requirements (Form-F, H)
- d. Form G: Original Affidavit as per format at Form 'G'
- e. Form 'T-1'(Financial Information) – Annual Audited Financial Statements for the last five years (Audited balance sheets and Statement of Profit & Loss Account along with notes to accounts duly signed by Chartered Accountant shall be attached with this form for last five financial years.
- f. Form T-2A, T-2B & T-2C (List of all works successfully completed during the last seven years)
- g. Form T-3 (Performance Report of Similar Works)
- h. Form T-4 (Structure and Organization)
- i. Form T-6 (GST Registration Details)
- j. Copies of GST Registration or undertaking / EPF Registration/ PAN Number
- k. Integrity Pact and Agreement duly signed by the person authorized to sign the Bid on behalf of the Bidder. (As per Performa given in GCC, Vol-2).
- l. All pages of the entire Corrigendum/ addendum (if any)/ pre Bid clarifications (if any) signed by the authorized person of the Bidder
- m. All TDS Certificates of Private Sector Projects for the works executed in India.
- n. Any other document as specified in the Bid document.
- o. Form T1 – B: Self Attested Bank Solvency Certificate from a Nationalized bank or Scheduled Bank as per format at Form T1-B .
- p. Form T-5 (TDS Details for Private Sector Projects for the works executed in India)
The above listed documents in original are to be submitted in the envelope and marked clearly as **Envelope No: 2 Technical Package** .
Envelope No. 1 and Envelope No. 2 should be kept in one single sealed envelope super-scribed with Name of the Bidder and Name of the e- tender should be submitted to **office of Chief Engineer**, Technical Cell, EPC Mission, Planning Department, Lucknow.
- q. Form T-2A, T-2B & T-2C (List of all works successfully completed during the last seven years)
- r. Form T-3 (Performance Report of Similar Works)
- s. Form T-4 (Structure and Organization)
- t. Form T-6 (GST Registration Details)
- u. Copies of GST Registration or undertaking / EPF Registration/ PAN Number

- v. Integrity Pact and Agreement duly signed by the person authorized to sign the Bid on behalf of the Bidder. (As per Performa given in GCC, Vol-2).
- w. All pages of the entire Corrigendum / addendum (if any) / pre Bid clarifications (if any) signed by the authorized person of the Bidder.
- x. All TDS Certificates of Private Sector Projects for the works executed in India.
- y. Any other document as specified in the Bid document.

2.3.6.2 Financial Package

The financial package (**VOLUME 7 -FINANCIAL BID**) should be submitted **ONLINE** only. Physical submission of Financial Bid will not be accepted and e- tender shall be rejected. The quoted rates should include all costs associated with the Project including any out of pocket / mobilization expenses. Quoted rates shall include all prevailing taxes including Building and other Construction Workers welfare Cess and any other applicable statutory taxes, levies but excluding Goods and Services Tax till the last stipulated date for the receipt of tender including extensions if any. In case Government levies / modifies any tax subsequently, the same will be adjusted plus / minus as the case may be.

The Bidder must ensure to fill up rate against each item of Financial Bid. If any cell is left blank then value of that cell shall be treated as 0 (ZERO). In event no rate has been quoted for any item (s), it will be presumed that the contractor has included the cost of this / these items (s) in other items and rate for such item (s) will be considered as zero and work will be required to be executed accordingly.

The complete Bid shall be without alterations, overwriting, interlineations or erasures except those to accord with instructions issued by Technical Cell, EPC Mission, Planning Department, or as necessary to correct errors made by the Bidder. All amendments / corrections shall be initialed by the person or persons signing the Bid.

2.3.7 Language of Bid

The Bid and all related correspondence and documents relating to the Project shall be in English language only.

2.3.8 Currency of Bid

Bid prices shall be quoted in Indian Rupees only. The amount mentioned elsewhere in the Bid document will also deemed to be in Indian Rupees unless otherwise mentioned.

2.3.9 Extension of Bid Validity

Prior to the expiry of the original Bid Validity Period, Technical Cell, EPC Mission, Planning Department may, at its discretion, request Bidders to extend the Bid Validity Period for a specified additional period and also correspondingly extend the period of validity of Bid Security submitted in the form a Bank Guarantee.

2.3.10 Format and Signing of Bid

- a. Bid documents (Technical package and financial package) shall be digital signed by a person duly authorized to sign the Bid documents. The Bidder shall also submit a Power of Attorney in original

authorizing the person signing the documents.

- b. Entries to be filled in by the Bidder shall be typed or written in indelible ink.
- c. All witnesses and sureties shall be persons of status and probity and their full names, occupations and addresses shall be written below their signatures.

2.3.11 Sealing and Marking of Bids

- a. The Bid shall be submitted along with documents and mode of submission mentioned at Clause 2.3.6 mentioned above at Section-II (ITB) and also mentioned in the Checklist at Annexure - I in Volume I of the document.

Please note that the price should not be indicated in any of the documents enclosed in Technical package. Non-compliance shall entail rejection of the Bid.

2.3.12 Submission of Bids

- a. The last date for submission of completed Bids is given in Notice Inviting e- Tender. Technical Cell, EPC Mission, Planning Department may, at their discretion, extend this date, in which case all rights and obligations of the Technical Cell, EPC Mission, Planning Department and the Bidder shall thereafter be subjected to the new deadline as extended. If such nominated date for submission of Bid is subsequently declared as a public holiday, the next official working day shall be deemed as the date for submission of Bid.
- b. Required documents which are required to be submitted in original as per mode defined in Checklist at Annexure I, appended to this document shall be submitted by hand or through registered post or courier service at the address mentioned above. Technical Cell, EPC Mission, Planning Department shall not take any cognizance and shall not be responsible for delay/loss in transit or non-submission of said documents in time.

~~2.3.13 Modifications/ Substitution/ Withdrawal of Bids~~

- ~~a. No modification or substitution of the submitted Bid shall be allowed after last date of submission of Bids.~~
- ~~b. A Bidder may withdraw its submitted Bid, provided that written notice of the withdrawal is received by Superintending Engineer, PMGSY UPPWD, Lucknow, before the last date for submission of Bids.~~
- ~~c. Only a single copy of the withdrawal notice shall be prepared and each page of the notice shall be signed and stamped by the authorized signatory. The notice shall be duly marked "WITHDRAWAL". This withdrawal notice will be opened at the time of opening of Bid and not earlier. The signature of GPA (General Power Of Attorney) holder will be verified and withdrawal shall be considered only in case both are same.~~

2.3.14 Bid Due Date

- a. Hard Copies of the Bids should be received at the address mentioned in this document, on or before the stipulated/extended time and date as specified in Notice Inviting Bids.
- b. The Financial Bid to be submitted online & List of documents to be scanned & uploaded as per Clause 2.3.6, on or before the stipulated/extended time and date as specified in Notice Inviting Bids.
- c. Technical Cell, EPC Mission, Planning Department may, in exceptional circumstances, and at its sole discretion, extend the Bid due date by issuing an addendum.

2.3.15 Late Bids

Any Bid received at the address mentioned above after the deadline prescribed for submission of

Bids in Notice Inviting e-Tender/extended date as the case may be, herein will not be considered and will be returned unopened to the Bidder.

2.3.16 Power of Attorney:

Bidders shall submit, along with Technical Package, a Power of Attorney, on a stamp paper of appropriate value, in favour of the person signing the Bid documents authorizing him to sign the Bid documents, make corrections/ modifications thereto and interacting with Technical Cell, EPC Mission, Planning Department and act as the contact person. The format for the power of attorney shall be as per **Form E** of Bid Document Volume-I. In case Bids are signed by Managing Director/Partner/Proprietor himself, Power of Attorney is not required.

In the event of tender being submitted by a firm, it must be signed separately by each partner thereof or in the event of the absence of any partner, it must be signed on his behalf by a person holding a Power of Attorney authorizing him to do so, such power of attorney to be produced with the tender, and it must disclose that the firm is duly registered under the Indian Partnership Act 1932.

In the event of tender being submitted by a Limited company or a corporation, it must be signed by a duly authorized person holding power of attorney for signing the application and certified copy of such power of attorney shall also be furnished. The Bidder should also furnish a copy of memorandum of articles of association duly attested by a Public Notary.

2.4 Bid Opening and Evaluation:

2.4.1 Bid opening

- i. The Bids will be opened in the presence of prospective Bidders or their authorized representatives who may choose to attend on date & time as mentioned in Notice Inviting e-Tender.
- ii. If such nominated date for opening of Bid is subsequently declared as a public holiday, the next official working day shall be deemed as the date of opening of the Bid.
- iii. Bids for which an acceptable notice of withdrawal has been submitted shall not be opened.
- iv. Bids which have not complied with one or more of the foregoing instructions may not be considered.
- v. On opening of the Bid, it will be checked if the Tender Fee & Bid processing fee and EMD/ Bid Security has not been submitted online as detailed above.
- vi. Technical Package – Hardcopy (Envelope No. 1) of the Bids will be opened first. These will be checked for completeness and confirmation of submission of the requisite e-Tender/Processing Fee & EMD/Bid Security declaration form. Thereafter Technical Package – Hardcopy (Envelope No. 2) will be opened. If the documents do not meet the requirements of the e-Tender, a note will be recorded.
- vii. The Bidders name, the presence or absence of the requisite Bid Security and any other details as Technical Cell, EPC Mission, Planning Department or their authorized representative, may consider appropriate will be announced at the time of Bidopening.
- viii. Technical evaluation shall be as per **Section IV**, EvaluationProcess.
- ix. Financial Package of all Bidders whose Bids are found responsive after Technical evaluation will be opened at a later date.

2.4.2 Determination of Responsiveness

- i. Prior to the detailed evaluation of Bids, Technical Cell, EPC Mission, Planning Department will determine whether each Bid is responsive to the requirements of the tender.
- ii. For the purpose of this clause, a responsive Bid is one which:
 - a. have digital signature.
 - b. is accompanied by the Power(s) of Attorney, if required
 - c. contains all the information as requested in the Bid Document
 - d. contains information in formats same/similar as those specified in this Bid Document
 - e. mentions the validity period of the Bid
 - f. is accompanied by the Bid Security/EMD,
- g. Conforms to all the terms, conditions and specifications of Tender without material deviation or reservation. "Deviation" may include exceptions and exclusions. A material deviation or reservation is one which affects, in any substantial way, the scope, quality, performance or administration of the works to be undertaken by the Bidder under the Contract, or which limits in any substantial way, UPPWD's rights or the Bidder's obligations under the Contract as provided for in Bid and/or is of an essential condition, the rectification of which would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids at reasonable price.
- iii. If a Bid is not substantially responsive to the requirements of Bid, it will be rejected by Technical Cell, EPC Mission, Planning Department. The decision of the Technical Cell, EPC Mission, Planning Department in this regard shall be final and binding. The financial Packages of non-responsive Bidders shall not be opened.

2.4.3 Evaluation of Bids

- i. Technical Cell, EPC Mission, Planning Department would examine and evaluate responsive Bids, as per the criteria set out in this document at **Section IV** Evaluation Process
- ii. Technical Cell, EPC Mission, Planning Department reserves the right to reject any Bid if:
 - a. At any time, a material misrepresentation is made or uncovered;
 - or**
 - b. The Bidder does not respond within the stipulated time to requests for supplemental information/clarifications required and sought by Technical Cell, EPC Mission, Planning Department for the evaluation of the Bid;
 - or**
 - c. It is found that the information provided is not true or incorrect or facts/ material for the evaluation have been suppressed.
- iii. The Technical Cell, EPC Mission, Planning Department reserves the right, without being liable for any damages or obligation to inform the Bidder to:
 - a. Amend the scope and value of contract.
 - b. Reject any or all the applications without assigning any reason.
- iv. **Disqualification-**

Even if an applicant meets the eligibility criteria, he shall be subject to disqualification if he or any of the constituent partners is found to have:

- (I) made misleading or false representations in the forms, statements, affidavits and attachments submitted in proof of the qualification requirements; and or;
- (II) Records of poor performance during the last five years, as on the date of application, such as

abandoning the work, rescission of the contract for reasons which are attributable to non-performance of the contractor, inordinate delays in completion, consistent history of litigation resulting in awards against the contractor or any of the constituents, or financial failure due to bankruptcy, and so on.

The reasons other than non-performance, such as the most experienced partner (major partner) of JV pulling out;

(III) On account of currency of debarment by any Government agency.

2.1.1 Clarification of Bids

- i. Evaluation of Technical Bids submitted by Bidders shall be undertaken based on details submitted therein only. Bidder shall not be allowed to submit on their own, additional information or material subsequent to the date of submission and such material /information, if submitted, will be disregarded. It is therefore essential that all details are submitted by the Bidder comprehensively, accurately and specifically in their Technical Bid, avoiding vague answers. However, Evaluation Committee, if it so desires, reserves the right to seek any clarification from the Bidders on the information provided in the Bid. The request for clarifications and the response shall be in writing, or by e-mail at technicalcellepmission@gmail.com. No change / addition in the information or substance of the Bid shall be sought, offered or permitted.
- ii. To assist in the examination, evaluation and comparison of the Financial Bid, Evaluation Committee may ask Bidders individually for clarifications. The request for clarification and the response shall be in writing or by e-mail at technicalcellepmission@gmail.com

2.1.2 Process to be Confidential

- i. Except the public opening of the Bids, information relating to the examination, clarification, evaluation and comparison of Bids and recommendations concerning the award of Contract shall not be disclosed to Bidders or other persons not officially concerned with such process.
- ii. Any effort by a Bidder to influence UPPWD Evaluation Committee in the process of examination, clarification, evaluation and comparison of Bids and in decisions concerning award of Contract, shall result in the rejection of their Bid.

2.2 Award of Contract

i. Award Criteria

Technical Cell, EPC Mission, Planning Department will declare the Bidder ranked L1 as Successful Bidder considering the total Bid as mentioned in the NIT. The executing agency reserves the right to proceed and award the work and issue Letter of Award (LOA) on these basis as per the procedure mentioned in the Bid Document and terms and conditions set out in this Bid document.

ii. Notification of Award

a. Prior to the expiry of the period of Bid Validity, the executing agency will issue the Letter of Award to the Successful Bidder, notifying him of being declared successful and the intent to sign the Contract Agreement with him. This letter (hereinafter and in the Conditions of Contract called 'the Letter of Award') shall mention the amount which the executing agency, will pay to the Contractor in consideration of the completion and guarantee of the work to be performed by them, as prescribed therein (hereinafter and in the conditions of Contract called 'the Contract Price'). No correspondence will be entertained by Technical Cell, EPC Mission, Planning Department from the unsuccessful Bidders.

- b. The Letter of Award shall constitute a part of the Contract.

iii. Signing of Agreement

- a. Employer shall prepare the Contract Agreement in the Proforma (**Form D**) included in this document, duly incorporating all the terms of agreement between the three parties within thirty days from the date of issue of the Letter of Award the Successful Bidder will be required to execute the Contract Agreement.
- b. Prior to the signing of the Contract Agreement, the Successful Bidder shall submit Performance Guarantee.
- c. The contractor whose Bid is accepted will also be required to furnish either copy of applicable licenses/registrations or proof of applying for obtaining of labour licenses, registration with EPFO, ESIC and BOCW Welfare Board and Programme Chart (Time and Progress) within the period specified in schedule "F" given in Volume –II, GCC.
- d. The Contract Agreement shall be duly signed by the Client department, Govt Working agency(UPPWD) and the contractor through their authorized signatories.
- e. In case the Successful Bidder does not sign the Contract Agreement, Technical Cell, EPC Mission, Planning Department reserves the right to cancel the selection process, forfeit any Bid Security and/or Performance Guarantee, as the case may be, submitted by the Successful Bidder and either re-Bid or proceed in any manner that it may deem fit.

iv. Refund of Earnest Money/ Bid Security

- a. The Earnest Money/Bid Security will be refunded to the Unsuccessful Bidders on finalization of the award or on rejection of a Bid or at the expiry of the validity period of the tender (unless extended by the Bidder), whichever is earlier. Earnest Money/Bid Security Deposit submitted by contractors except the first and second lowest Bidders may be returned within a week from the date of opening of the price Bids.
- b. Earnest Money/ Bid Security will be refunded without waiting for any application or request from Unsuccessful Bidders.

SECTION-III

SCOPE OF WORK

3. Bids are invited for following scope of work:

The scope of work relates to “**Construction of**, **Uttar Pradesh, INDIA**” on EPC Basis. The work is to be executed on Design, Engineering, Procurement & Construction (EPC) basis including Defect Liability Period of three years after completion and handing over in phases and up to the expiry of the defect liability period. Following major buildings/ blocks are to be constructed with associated infrastructure along with other services utilities required for smooth functioning of the project taking into consideration all statutory regulations.:

Construction and functioning of Building/ Components of Works to be completed along with all associated E&M, services & Utilities	Completion Period from Date of Start
Note: Broad scope of work is attached separately in Volume III.	.....Months

3.1 **Land:** - The main approach road to the site is connected to The proposed site for Construction of, Uttar Pradesh is approx. Acre (..... Sqm).

3.2 The Bidders shall be provided with a Master Plan of the complex, Concept Plans of the proposed buildings in the complex, Technical specifications and other details forming the part of Bid documents. Based on these drawings and documents, the Bidders shall prepare their detailed designs and in conformity with the local Bye- laws. Any modification in the master plan and concept plan, required to meet the conformance to the local bye laws, shall be done with the approval of the Client Department. The designing and construction of Entrance Gates as per Master Plan are in scope of work of contractor. Facades of the buildings need be developed as per approved views and no additional cost shall be paid for façade elements like boxing, porches, arches etc.

3.3 In the Master Plan, there is provision for overall development of the land. However, present scope of work involves **Construction of**, **Uttar Pradesh** as per Master Plan and concept designs with a total tentative Builtup area of sqm. Besides these, all required MEP and other services, utilities, horticulture, landscaping, roads and pavements, parking, pathways, sports facilities compound walls, watchman cabins, all gates (internal & external), external development, drainages, signage etc. and all related utilities and as mentioned in the Design Basis Report and otherwise taking into consideration w.r.t all statutory regulations as required for development and functioning of campus are also included in the scope of work.

The tentative area details of the buildings/ blocks are as given below:

S.No.	Description	Unit	Qty
1		Sqm	
2			
	Total Plinth Area	Sqm	..... Sqm

Note:

- 1) Provision for one storey stronger foundation and structure design has to be taken in account for as stated in the area statement for future expansion of the proposed project.

- 2) Facades of the buildings need be developed as per approved views and no additional cost shall be paid for façade elements like boxing, porches, arches etc.
- 3) The Bidders shall be provided with a Master Plan of the complex, Concept Plans of the proposed buildings in the complex, Technical specifications and other details forming the part of Bid documents. Based on these drawings and documents, the Bidders shall prepare their detailed designs and in conformity with the local Bye- laws. Any modification in the master plan and concept plan, required to meet the conformance to the local bye laws, shall be done with the approval of the Client Department.

3.4 Preliminary & Detailed Design:

- i. Based on the details provided, as mentioned above, the Contractor shall prepare preliminary & detailed design of all the building & services including external development and these shall be in conformity with the Tender drawings, Technical Specifications, Design Basis Report and other standards set forth in the contract document subject to applicable statutory bye-laws/ regulations as listed below:
 - ii. Topographic Site Survey and Sub-Soil Investigation & submission of Site Survey Report & Sub-Soil Investigation Reports to Engineer-In- Charge.
 - iii. Preparation & submission of Preliminary & Detailed Architectural design/drawings of various buildings & blocks including preparation of Site Plan, Structural designs & drawings with complete services etcetera in conformance with Master Plan & other Tender drawings, Design Basis Report & General specifications for the work provided in the Tender Document with complete foundations and sub-structure / structure with all furnishings and interiors including acoustics treatment. The Contractor shall ensure that the drawings shall meet the requirements of the local bye-laws/ statutory bodies etcetera
 - iv. The contractor shall prepare complete structural design drawings for foundations, superstructure, services, and for other structures to be provided/constructed, as per the provision contained in IS Codes / NBC 2016, taking into consideration the protection against seismic forces required for earthquake resistance structures. The shear walls, due to structural requirement shall be provided, as required.
 - v. The structural drawings shall be got approved by Engineer-in-Charge on recommendations by PMC/Authority Engineer. The contractor shall ensure proof checking of structural designs and drawings from IIT/NITs. After approval of the structural drawings by Engineer-in-Charge, if any modification in design/drawing is needed, as per site conditions, the Contractor shall do/re- do without any extra cost. This shall, however, not absolve the contractor from providing safe and sound structure for the functional requirements.
 - vi. Scope of work shall include scheme finalization based on DBR, tender drawings, concept designs, master plan etcetera detailed electrical load sheets, Equipment sizing, SLDs/Schematic for all MEP services, Technical Submittals & GA Drawings of all MEP Equipment, Lighting/Energy Simulation Reports for MEP Services, Detailed Water Requirement Sheet & Tank /Pump Sizing etcetera
 - vii. Preparation & submission of Preliminary & Detailed Design & drawings of all internal and external services viz. Electricals including Provision of PA System under Fire detection, Fire Alarm & firefighting, STP & Water Treatment Plant, etcetera & all other system as mentioned in DBR & elsewhere in this Tender.
 - viii. Planning and designing of all external services like water supply, system for recycling of waste water, installation of borewells, sewerage, drainage system, parking lots, internal campus roads, pathways, and all connected sub-structures and superstructures within the premises, as per bye-laws and norms of the local bodies including making connections with the peripheral services after getting the services design approved from the local bodies/statutory bodies. UPPWD/Administrative department role shall be limited only to sign the application / drawings / documents for submission to the local bodies in the capacity of the owner for approval. In case of water supply, sewerage and drainage, the cost of getting the scheme approved from service provider is included in the scope of work/bid. The cost of connection of water supply lines/sewer lines from peripheral connection point/outfall sewer shall also be borne by the Contractor apart from internal and external water supply/sewerage lines to be laid to make the system of water supply and sewerage functional/complete. However, statutory charges, if levied by the service provider towards cost of laying of their peripheral services shall only be reimbursed by UPPWD / Administrative department on production of relevant documents by the

Contractor to the satisfaction of Engineer-in-charge.

- ix. The necessary arrangements are to be provided for supply of water through dual pipe system i.e. recycled water duly treated pumped through underground tanks to overhead tanks and piped to flushing in each location/utility as directed by the Engineer-in-charge.
- x. Planning and designing of bore wells, underground tanks, pump houses for water supply, for firefighting tank including installing of pumps, standby pumps as per approved drawings/specifications or as directed by Engineer-in-charge on recommendation of PMC/Authority Engineer.
- xi. Planning and designing of all electrical and mechanical services including related external services for works such as HT/LT Electrical works, firefighting works, Internal electrification, LV works, STP/WTP etcetera, as per bye-laws and norms of the statutory and local bodies including making connections with the peripheral services after getting the services design approved from the local bodies/statutory bodies. UPPWD's role shall be limited only to sign the application / drawings/ documents for submission to the local bodies in the capacity of the owner for approval. However, statutory charges, if levied by the service provider towards cost of providing services shall only be reimbursed by UPPWD on production of relevant documents by the Contractor to the satisfaction of Engineer-in-charge.
- xii. Planning & designing of waste water recycle system, rain water drainage system including laying of pipe lines and construction of related structures.
- xiii. Preparation & submission of Preliminary & Detailed design & drawings for Landscaping & Horticulture work, Main Entrance Gates, development plans showing Internal Roads, Pathways, Parking lots, Paved areas, Court Yards Landscaping, Drains, Culverts, Compound walls, External lighting arrangements, Under Ground Tanks, Internal & external Signage's, etcetera complete.
- xiv. Preparation of landscaping plan including planters and other details etcetera for the horticulture works and execution of same including providing unfiltered/recycled water supply lines, construction of pump houses and installation of pumps therein etcetera complete will be responsibility of Contractor. Development of parks, if required, construction of its boundary wall, providing MS railings (including painting), wicket gates, water hydrants, the grassing, creepers and planting trees & relocation of existing trees within campus etcetera shall be completed as per the specification and drawing approved by the Engineer-in-charge.
- xv. Planning of designing of, MS gates, Wicket gates, Security Cabins, dustbins, sign boards, guide maps, location boards, direction boards, etcetera all complete as per the drawing approved and direction of Engineer-in-charge.
- xvi. Setting up a Testing Laboratory at site equipped with the necessary apparatus needed for day-to-day testing of construction materials during construction period as directed by the Engineer-in-charge.
- xvii. Obtaining approval of Engineer-in-charge for all the Detailed/Preliminary Architectural, Structural & Services drawings & designs.
- xviii. Prepare and submit three-dimensional model(s) (of 12' x 15' scale as and when required by the Engineer-in-charge at no extra cost.

3.5 Statutory Approvals:

The Contractor shall obtain all required statutory approvals including pre- construction from Municipal and other local bodies, Water supply agencies concerned, Electric Supply and Inspectorate Agencies concerned, Police and Security Agencies, Chief Controller of Explosives, Fire Department, Civil Aviation Department, in accordance to prevailing rules, Building Bye-Laws, tree replantation etcetera, as the case may be with related to/ required for Construction/ Completion. If required then the contractor shall also assist and liaison for obtaining EIA approval. These approvals shall include: -

- i. Obtaining approval of all the competent authorities and other statutory bodies like Ministry of Environment and forests, State Pollution Control Board, Air Force, civil aviation, railways and local development bodies etcetera as applicable necessary according to the local Acts, Laws, Regulations, etcetera and make any changes desired by such authorities at no extra

cost.

- ii. Obtaining NOCs (No Objection Certificates) from Fire Department, Lift Inspector, Storm water drainage & sewerage department, Municipal Corporation / Local Bodies, Civil Aviation, Railways, EIA on completion and / or occupancy certificates etcetera
- iii. Obtaining approval of electrical drawings from Central/State Electrical Inspectorate, as applicable.
- iv. Any other approval required from the appropriate Statutory Authorities/Local Bodies.
- v. Compliance as per latest GRIHA norms and obtaining approval and certification for Green Building Rating for the building from GRIHA Council etcetera

The executing agency may, at the written request of the Contractor, assist him in obtaining the approvals from relevant authorities. However, any such request by the Contractor shall not bind the executing agency in any manner. The original documents of approval shall be submitted to the executing agency.

3.6 Green Building Rating approvals as per GRIHA

The scope of work shall also include the cost of all such activities. UPPWD aims at getting GRIHA rating of 3 Star for the buildings in the Complex.

The contractor shall register and obtain the required GRIHA certification from the designated authority and shall be required to provide all relevant documents, other inputs and take the appropriate measures etc. during execution of work and thereafter obtain required GRIHA 3 Star rating, to enable executing agency in achieving this objective.

3.7 Special care for existing services:

It may be noted that there may be some services crossing the construction area of the proposed new block. The scope of work includes dismantling of services falling in the construction area and supporting/shifting & making functional existing services/sewerage and water supply lines etcetera. The contractor shall properly take care & safeguard all the existing services in the area affected by the construction of the complex.in the area affected by the **Construction of**
....., Uttar Pradesh, India.

SECTION IV

Evaluation Process

4. Evaluation Process:

The Bids will be evaluated in the following stages:

- i. Stage 1-Preliminary & Technical Evaluation
- ii. Stage2- FinancialEvaluation

E-tender will be evaluated at each and every stage of evaluation process. The Bids will be evaluated in the following stages:

- **Stage 1: Preliminary & Technical Evaluation**

4.1.1. Preliminary Evaluation

In Preliminary Stage, e-Tender Fee/Processing Fee & EMD will be opened online first and Envelope No. 1 containing proof of submission of e-Tender Fee / Processing Fee and EMD. Online Bids of only those Bidders will be opened who have submitted Bids online on <https://www.etender.up.nic.in>. e-Tender Fee / Processing Fee and EMD will be checked for veracity of Amount and Form as required by e-tender terms and conditions. If e- Tender Fee / Processing Fee and/ or EMD submitted by any Bidder is not as per e-tender terms and conditions, his Bid will be rejected and will not be considered for further stages of evaluation.

4.1.2. Technical Evaluation

a. Technical Bid

Envelope No. 2 containing hardcopies of technical documents in original as mentioned earlier in section – II will be opened of only those Bidders who have qualified in the Preliminary Stage.

b. Technical Bid – Eligibility Criteria

Bidders qualifying in Stage 1(4.1.1 & 4.1.2 a.) will be considered for further evaluation and the Technical Bids shall be evaluated as per eligibility criteria detailed in Clause 1.4 and Bidder's eligibility for the work shall be determined. If Bidder is not meeting with the minimum eligibility criteria as detailed in Clause 1.4, his Bid will be rejected and will not be considered for further stages of evaluation.

c. Technical Evaluation - Performance of the Contractor

The Bidders qualifying the eligibility criteria (**Clause 2.1**) will be evaluated by evaluation methodology set out below. Only in case of those Bids achieving the minimum qualifying marks, the Financial Bids will be opened.

d. Bidding capacity: The Bidding capacity of the Bidder should be equal to or more than the estimated cost of the work. The Bidding capacity shall be worked out by the following formula:

$$\text{Bidding Capacity} = [A \times N \times M] - B$$

Where,

A = Maximum turnover in construction works executed in any one year during the last five years ending on 31st March, taking into account the completed as well as works in progress. The value of completed work shall be brought to current costing level by enhancing at a simple rate of 7% per annum.

N = Number of years prescribed for completion of work for which Bids has been invited.

M = Multiplier factor (2.00 for works upto 500 crores and 1.5 for works more than 500 crores).

B = Value of existing commitments and ongoing works to be completed during the period of completion of work for which tenders have been invited.

The Bidder shall submit the calculation sheet of tendering capacity as per above formula.

Financial strength (Form 'T-1' & 'T-1 B')	Maximum 20 marks
Experience in similar nature of work during last seven years (Form 'T-2A, T-2B' & T-2B')	Maximum 20 marks
Performance on works (Form 'T-3')– Time overrun	Maximum 20 marks
Performance on works (Form 'T-3')– Quality	Maximum 40 marks

To become eligible for short listing, the Bidder must secure at least 50 % or 60% marks(50% for the projects costing less than 100 cr & 60% for the projects costing more than 100 cr) in each attribute {(a), (b), (c) & (d)} and 75% marks in overall aggregate.

Technical Cell, EPC Mission, Planning Department will carry out technical assessment of submitted technical proposals to determine that the Tenderer has a full comprehension of the work of the contract. In case the Tenderer's technical submittal is found non-complaint with the requirements of the project the same is liable to be rejected. This process is to assure that only technically acceptable proposals are considered for the work.

Technical Cell, EPC Mission, Planning Department, however, reserve the rights to restrict the list of such qualified Bidders to any number deemed suitable by it.

- i. The financial Bid of only those Bidders who are technically qualified shall be opened.
- ii. The financial Bids of Bidders whose technical Bids are found unacceptable shall be not be opened.
- iii. Technical Cell, EPC Mission, Planning Department shall notify all the technically qualified Bidders of their technical qualification indicating the date, time and venue for opening of financial Bids.

● **Stage 2: Financial Bid Evaluation**

The evaluation of financial proposals by Technical Cell, EPC Mission, Planning Department will take into account, in addition to the tender amounts, the following factors:

- a. Arithmetical errors corrected by Technical Cell, EPC Mission, Planning Department
- b. Such other factors of administrative nature as Technical Cell, EPC Mission, Planning Department may consider having a potentially significant impact on contract execution, price and payments, including the effect of items or rates that are unbalanced or unrealistically priced.

The financial proposal shall be processed as under:

- i. Evaluation Committee shall open the Financial Bid of the technically qualified Bidders in the presence of the Bidders/their authorized representative, who choose to attend, at the scheduled date and time.
- ii. On opening the Financial Bids, the Evaluation Committee shall read out the Financial Bid to all the Bidders and record the same.
- iii. If a Bidder quotes nil rates against each item in the tender shall be treated as invalid and will not be considered as lowest tenderer.
- iv. All the Financial Bids shall then be ranked according to the Financial Bid in increasing order with the Bidder quoting the least amount ranked L1, Bidder quoting next higher figure as L2 and so on.
- v. If two more Bidders quote same lowest price, such lowest Bidders can be asked to submit sealed revised offer and the revised offer should not be higher than their original quoted price. The lowest offer can be decided on the basis of revised offer. If the revised offer is again found to be equal, then the lowest Bid of these Bidders shall be decided by draw in presence of authorized representative of Bidders.
- vi. L1 will be declared as Successful Bidder and his offer will be processed further.

● **Letter of Award:**

The Successful Bidder would be notified in writing by executing agency by issuing the Letter of Award (LOA) in favour of the Lowest (L1) Bidder. Technical Cell, EPC Mission, Planning Department will declare the Bidder ranked L1 as Successful Bidder considering the Bid as mentioned in the NIT.

FORM OF BID

From (Bidder)

To
The Office of Chief Engineer,
Technical Cell, EPC Mission,
Planning Department, Lucknow

**Name of Work: “Construction of Construction of,
India” on EPC Basis**

Sir,

Having visited the Site, ascertained the Site conditions and examined the General Conditions of Contract as well as Specific Conditions of Contract, Notice Inviting Bids, Instructions to Bidders etcetera and addenda for the above project, we the undersigned, are pleased to submit our technical and financial Bid along with relevant documents.

1. We acknowledge that the Appendix forms an integral part of the Bid.
2. While preparing this Bid, we have gathered our own information and conducted our own inquiry/survey to our satisfaction and we did not rely solely on the information provided in the Bid Documents. We shall not hold Technical Cell, EPC Mission, Planning Department/executing agency responsible on any account in this regard.
3. We hereby certify that all the statements made and information supplied in the enclosed forms and accompanying statements are true and correct.
4. We have furnished all information and details necessary for eligibility and have no further pertinent information to supply.
5. We submit the requisite certified solvency certificate and authorize Superintending Engineer, PMGSY, Lucknow to approach the Bank issuing the solvency certificate to confirm the correctness thereof. I/We also authorize Superintending Engineer, PMGSY, Lucknow to approach individuals, employers, firms and corporation to verify our competence, work experience, and general reputation
6. We undertake, if our Bid is accepted, to commence the works within the stipulated time and to complete the whole of the works comprised in the Contract within the stipulated time calculated from the start date
7. If our Bid is accepted, we will furnish a bank guarantee as Performance Guarantee for the due performance of the Contract. The amount and form of such guarantee or bond will be in accordance with as given in the General Conditions of the Contract.
8. We are aware that in the event of delay in execution of the Project, beyond the agreed timelines due to reasons attributable to us, liquidated damages shall be recovered from us.
9. Our Bid is valid for your acceptance for a period of NINETY DAYS from the last date of submission of the Bid as per the Bid Documents or any extension thereto.
10. We agree to the General Conditions of Contract and Specific Conditions of Contract and the terms and conditions mentioned in the Bid Documents.
11. We declare that the submission of this Bid confirms that no agent, middleman or any intermediary has been, or will be engaged to provide any services, or any other item of work related to the award of this Contract. We further confirm and declare that no agency commission or any payment, which may be construed as an agency, commission has been, or will be, paid

and that the Bid price does not include any such amount. We acknowledge the right of Technical Cell, EPC Mission, Planning Department/ executing agency /UPPWD, if it finds anything to the contrary, to declare our Bid to be non-compliant and if the Contract has been awarded to declare the Contract null and void.

12. We understand that you are not bound to accept the lowest or any Bid you may receive.
13. If our Bid is accepted, we understand that we are to be held solely responsible for the due performance of the Contract.
14. We submit the certificates in support of our suitability, technical knowledge and capability for having successfully completed the works.
15. We enclose;
 - a. All documents as per the checklist
 - b. Bank guarantee for Rs _____(Rupees_____only) issued by _____(name of the bank) valid until _____ towards EMD.

- Note:
- i. The Appendix forms part of the Bid
 - ii. Bidders are required to fill up all the blank spaces in this form of Bid and Appendix.

Dated this.....day of**2023**

Signature

Name..... in the capacity of

duly authorized to sign Bids for and on behalf of.....

Address

Witness – Signature

Name

Address

Certificate

It is certified that the information given by us towards meeting the requirement of the eligibility to Bid are correct. It is also certified that I/We shall be liable to be debarred, disqualified/ cancellation of enlistment in case any information furnished by me/us is found to be incorrect.

**Date Seal of Bidder &
Signature(s) of Bidder(s)**

APPENDIX TO THE FORM OF BID

i.	(a) Amount of Performance Guarantee to be deposited by financially successful Bidder	5 percent of the total contract price to be deposited and balance 2.5% to be retained from the running bills. Also the additional Performance Guarantee for the unbalanced Bid, if any.
	(b) Amount of Security Deposit	As per Clause 1 A of GCC
ii	Date for commencement of work	As per Schedule “F”
iii	Time for completion	18 Months Plus three years Defect Liability Period including maintenance to make good all the defects.
iv.	Amount of compensation in case of extension of completion date due to delays by the Contractor	As per Clause 2 of GCC even as modified in Schedule F.
v.	Defects Liability Period from the date of issue of “Taking Over Certificate”	The defect liability period for the blocks/buildings and services completed in a phased manner, shall commence from such completion and shall be upto 36 months after the overall completion of project.
vi.	(a) Period of validity of Performance Guarantee	As per of GCC Clause 1.
	(b) Period of validity of Security Deposit	As per of GCC Clause 1A.

Signature
(Authorized Signatory)

Date.....

Name

Place.....

Address

FINANCIAL INFORMATION

1. **Financial Analysis**-Details to be furnished duly supported by figures in balance sheet, statement of Profit & Loss account along with notes to accounts for the last five years duly certified by the Chartered Accountant mentioning the firm registration number issued by ICAI along with the full address.

i) **Gross Annual Turnover on construction works** for last three consecutive financial years ending **31.03.2024**

Financial Year	Annual Turn Over in Indian Rupees (or equivalent to Indian Rupees) as per Audited Balance Sheet
2020-21	Rs.
2021-22	Rs.
2022-23	Rs.
2023-24 (If Available)	Rs.
Average Annual Turnover over the past three years	Rs.

ii) **Balance Sheet & Statement of Profit & Loss** for last five consecutive financial years ending **31.03.2024**

Financial Information in Rs. Equivalent	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24 (If available)
1. Total Assets						
2. Current Assets						
3. Total Liabilities						
4. Current Liabilities						
5. Profit before Tax						
6. Profit after Tax						
7. Net Worth						
8. Bank solvency amount as mentioned in the bank solvency certificate (form "T- 1B")						

Note:

1. In case of Bidders with Foreign Origin (Outside India), the financial years shall be as applicable for the respective countries i.e., 2018, 2019, 2020, 2021 and 2022.
2. Net Worth shall mean the sum of subscribed and paid-up equity and reserves from which shall be deducted the sum of revaluation reserves, miscellaneous expenditure not written off and reserves not available for distribution to equity shareholders.

Signature of Chartered
Accountant with Seal
FRN Number

Signature of Bidder.

**FORM OF BANKERS' CERTIFICATE FROM A SCHEDULED BANK
(SOLVENCY CERTIFICATE)**

This is to certify that to the best of our knowledge and information that M/s./Shri
..... having marginally noted address, a customer of our bank are/is
respectable and can be treated as good for any engagement upto a limit of Rs.
(Rupees.....).

This certificate is issued without any guarantee or responsibility on the bank or any of the
officers.

(Signature)
For the Bank

- NOTE (1) Bankers certificates should be on letter head of the Bank, self-attested and should
have been issued within Six months from original last date of submission of the Bid.
(2) In case of partnership firm, certificate should include names of all partners as
recorded with the bank.

DETAILS OF ELIGIBLE SIMILAR NATURE OF WORKS COMPLETED IN LAST SEVEN YEARS ENDING PREVIOUS DAY OF LAST DATE OF SUBMISSION OF BID

Name of the Bidder.....

S. No.	Details	
1.	Name of work / project and location	
2.	Owner/Client or sponsoring organization	
3.	Type of work (with respect to the eligibility criteria of this Bid)	
4.	Work Components [Please tick (☐) in relevant box]	
a	RCC Framed Structure/Composite Structure	
b	Finishing Works	
c	Water Supply and sanitary installation works	
d	External development and Drainage	
e	Electrical installations	
f	Firefighting Works	
g	LV Works	
h	Lifts	
i	HVAC Works	
5.	No. of basements	
6.	No. of storeys	
7.	Height of building	
8	Total Built up area	
9	Cost of work on completion in Rs. Crores	
10	Date of commencement as per contract	
11.	Stipulated date of completion	
12.	Actual date of completion	
13.	Date and No. of completion certificate	
14.	Ref. & Page No. of documentary proof of the detail missing in completion certificate	
15.	*Litigation/ arbitration cases pending / in progress with details	
16.	Name and Address (Postal & E-mail) / telephone number of officer to whom reference may be made	
17.	Whether the work was done on back to back basis	

Certified that the above list of works is complete and no work has been left out and that the information given is correct to my / our knowledge and belief.

SIGNATURE OF BIDDER(S)
WITH STAMP

*indicate gross amount claimed and amount awarded by the Arbitrator.

Note:-Copy of work Orders and Completion Certificates of the above works should also be submitted.

DETAILS OF ELIGIBLE WORKS COMPLETED ON EPC (TURNKEY) BASIS IN LAST SEVEN YEARS ENDING PREVIOUS DAY OF LAST DATE OF SUBMISSION OF BID

Name of the Bidder.....

S. No.	Details	
1.	Name of work / project and location ^{\$}	
2.	Owner/ Client or sponsoring organization	
3.	Type of work { with respect to the eligibility criteria of this Bid for EPC (Turnkey) basis }	
4.	Work Components [Please tick (☐) in relevant box]	
a	RCC Framed Structure/Composite Structure	
b	Finishing Works	
c	Water Supply and sanitary installation works	
d	External development and Drainage	
e	Electrical installations	
f	Firefighting Works	
g	LV Works	
h	Lifts	
i	HVAC Works	
5.	No. of basements	
6.	No. of storeys	
7.	Height of building	
8.	Total Built up area	
9.	Cost of work on completion in Rs. Crores	
10.	Date of commencement as per contract	
11.	Stipulated date of completion	
12.	Actual date of completion	
13.	Date and No. of completion certificate	
14.	Ref. & Page No. of documentary proof of the detail missing in completion certificate	
15.	*Litigation/ arbitration cases pending / in progress with details	
16.	Name and Address (Postal & E-mail) / telephone number of officer to whom reference may be made	
17.	Whether the work was done on back-to-back basis	

Certified that the above list of works is complete and no work has been left out and that the information given is correct to my / our knowledge and belief.

SIGNATURE OF BIDDER(S)
WITH STAMP

*Indicate gross amount claimed and amount awarded by the Arbitrator.

^{\$} Note: -Copy of work Orders and Completion Certificates of the above works should also be submitted.

**DETAILS OF ELIGIBILITY OF "SIMILAR WORKS" COMPLETED DURING
LAST 7 (SEVEN) YEARS ENDING PREVIOUS DAY OF LAST DATE OF
SUBMISSION OF BID**

Name of the Bidder.....

S.No.	Details	
1.	Name of work / project and location ^{\$}	
2.	Owner/ Client or sponsoring organization	
3.	Type of work (with respect to the eligibility criteria of this Bid)	
4.	Work Components [Please tick (☐) in relevant box]	
a	RCC Framed Structure/Composite Structure	
b	Finishing Works	
c	Water Supply and sanitary installation works	
d	External development and Drainage	
e	Electrical installations	
f	Firefighting Works	
g	LV Works	
h	Lifts	
i	HVAC Works	
5.	No. of basements	
6.	No. of storeys	
7.	Height of building	
8	Total Built up area	
9.	Cost of work on completion in Rs. Crores	
10.	Date of commencement as per contract	
11.	Stipulated date of completion	
12.	Actual date of completion	
13.	Date and No. of completion certificate	
14.	Ref. & Page No. of documentary proof of the detail missing in completion certificate	
15.	*Litigation/ arbitration cases pending/ in progress with details	
16.	Name and Address (Postal & E-mail) / telephone number of officer to whom reference may be made	
17.	Whether the work was done on back to back basis	

Certified that the above list of works is complete and no work has been left out and that the information given is correct to my/ our knowledge and belief.

SIGNATURE OF BIDDER(S)
WITH STAMP

*Indicate gross amount claimed and amount awarded by the Arbitrator.

^{\$} Note:- Copy of work Orders and Completion Certificates of the above works should also be submitted.

FORM T-3**PERFORMANCE REPORT OF WORKS ISSUED BY EMPLOYER REFERRED TO IN FORM-T-2/1&2**

1.	Name of work / Project & Location		
2.	Agreement No.		
3.	Name of Contractor		
4.	Estimated Cost (excluding of GST)		
5.	Tendered Cost (excluding of GST)		
6.	Date of Start		
7.	Date of completion		
	i)	Stipulated Date of Completion (as mentioned in work order)	
	ii)	Actual Date of Completion	
8.	i)	Whether case of levy of compensation for delay has been decided or not	Yes/ No.
	ii)	If decided, amount of compensation levied for delayed completion, if any.	
9.	Work Components [Please tick (☐) in relevant box]		
	a)	RCC Framed Structure/Composite Structure	
	b)	Finishing Works	
	c)	Water Supply and sanitary installation works	
	d)	External development and Drainage	
	e)	Electrical installations	
	f)	Firefighting Works	
	g)	LV Works	
	h)	Lifts	
	i)	HVAC Works	
10.	No. of basements		
11.	No. of storeys		
12.	Height of building		
13.	Total Built up area		
14.	Performance Report*		
	1)	Quality of Work	Outstanding /Very Good/Good/Satisfactory/Poor
	2)	Financial Soundness	Outstanding /Very Good/Good/Satisfactory/Poor
	3)	Technical Proficiency	Outstanding /Very Good/Good/Satisfactory/Poor
	4)	Resourcefulness	Outstanding /Very Good/Good/Satisfactory/Poor
	5)	General Behaviour	Outstanding /Very Good/Good/Satisfactory/Poor

* The Tender Inviting Authority shall have the power to get checked the veracity of the report regarding quality as submitted in T3 & the report submitted by the authorized representative of Tender Evaluation Committee shall be final as regards to the quality of works.

Dated : _____

Executive Engineer or Equivalent

STRUCTURE & ORGANIZATION

1.	Name & Address of the Bidder	
2.	Telephone No. /Email id /Telex No./Fax No. (Information sent on this e mail shall be considered as postage sent by registered post)	
3.	Legal status of the Bidder (Attach copies of original document defining the legal status).	
	a) An Individual	
	b) A proprietary firm	
	c) A firm in partnership	
	d) A limited company or Corporation	
4.	Particulars of registration with various Government bodies (attach attested photo-copy).	
	ORGANIZATION/PLACE OF REGISTRATION	REGISTRATION No.
	1.	
	2.	
	3.	
5.	Names and Titles of Directors & Officers with designation to be concerned with this work.	
6.	Designation of individuals authorized to act for the organization.	
7.	Has the Bidder or any constituent partner in case of partnership firm, ever abandoned the awarded work before its completion? If so, give name of the project and reasons for abandonment.	
8.	Has the Bidder or any constituent partner in case of partnership firm/ limited company ever been convicted by the court of law? If so, give details.	
9.	In which field of Civil Engineering Construction, the Bidder has specialization and interest?	
10.	Any other information considered necessary but not included above.	

Signature of Bidder(s) with stamp

Form –“T-5”**TDS DETAILS FOR PRIVATE SECTOR PROJECTS FOR THE WORKS EXECUTED IN INDIA**

Sl. No.	Description	Details
1.	Name of work	
2.	Name of Clients	
3.	Project cost in crores (excluding of GST)	
4.	No. and date of completion certificate	
5.	Cost of the work on completion in crores (excluding of GST)	
6.	Payments received as per TDS in Crores (excluding of GST)	
7.	TDS Corresponding to the payments	
8.	Year wise TDS as per form-26AS/Form 16A relating to the work.	

Note: Value of work done will be considered commensurate with value of TDS certificates.
 In case of multiple contracts undertaken from a client, reconciliation for the TDS pertaining to the work mentioned above need to be segregated and reconciled with Form- 26AS.
 This form need to be supported with form-26AS taken in HTML format or Form -16A.

Signature of Chartered
 Accountant with Seal
 FRN No.

Signature of Bidder.

GST Registration Details

Sr. NO.	Description	Details
1.	Entity Name	
2.	Address (As per registration with GST)	
3.	City	
4.	Postal code	
5.	Region/State (complete state name)	
6.	Permanent account number(PAN No)	
7.	GSTN/ARN/UID/Provisional with ID No. (Copy of acknowledgement required)	
8.	Type of business (As per registration with GST)	
9.	Service accounting code/HS N Code	
10.	Contact Person	
11.	Phone Number and Mobile Number	
12.	Email -ID	
13.	Compliance Rating (If updated by GSTN)	

Signature of Bidder(s) with stamp

CRITERIA FOR EVALUATION OF THE PERFORMANCE OF BIDDERS/ CONTRACTORS FOR ELIGIBILITY

	Bidders qualifying the initial criteria as set out in para 2.2 will be evaluated for following criteria by scoring method on the basis of details furnished by them.						
A	Financial strength (Form 'T-1' & 'T-1B')-			Maximum 20 marks			
B	Experience in similar nature of work during last seven years (Form 'T- 2/1,2,3')			Maximum 20 marks			
C	Performance on works (Form 'T-3') – Time over run			Maximum 20 marks			
D	Performance on works (Form 'T-3') – Quality			Maximum 40 marks			
	Total -			100 marks			
To become eligible for short listing, the Bidder must secure at least 50% or 60% marks (50% marks for projects costing less than 100 cr & 60 % marks for projects costing more than 100 cr) in each attribute and minimum 75% marks in aggregate.							
	ATTRIBUTES		EVALUATION				
(a)	Financial Strength (20 Marks)						
	Average Annual Turnover (16 Marks)		(i) 50% or 60% (as the case may be) marks for minimum eligibility criteria. (ii) 100% marks for twice the minimum eligibility criteria or more In between (i) & (ii) – on pro rata basis				
	Solvency Certificate (4 Marks)		(i) 50% or 60% (as the case may be) marks for minimum eligibility criteria. (ii) 100% marks for twice the minimum eligibility criteria or more In between (i) & (ii) – on pro rata basis				
(b)	Experience of similar class of works (20 marks)		(i) 50% or 60% (as the case may be) marks for minimum eligibility criteria. (ii) 100% marks for twice the minimum eligibility criteria or more In between (i) & (ii) – on pro rata basis				
(c)	Performance on works (Time over run) (20 Marks)						
	Parameter	Calculation for Point	Score		Maximum Points		
	If TOR= AT/ ST		1.0	2.0	3.0	>3.50	20
	(i) Without Levy of compensation		20	15	10	10	
	(ii) With Levy of compensation		20	5	0	-5	
	(iii) Levy of compensation not decided		20	10	0	0	
	TOR = AT/ST, where AT = Actual Time; ST = Stipulated Time sanctioned extension of time, if any.						
	Note: - Marks for value in between the stages indicated above is to be determined by straight line variation method.						
(d)	Performance of Works (Quality) (40 Marks)		Performance	Marks			
			Outstanding	40			
			Very Good	35			
			Good	30			
			Satisfactory	25			
			Poor	0			

Marking Scheme for evaluation of bids of EPC contractors for Building Projects costing 50 crores to 100 crores

Name of Firm: M/s

Name of the Proposed Work: Construction of..... in U.P., India on EPC Mode.

Cost of the Proposed Project without GST (**x**) = Crores

80% of the Proposed Project Cost without GST (**a**)= crores

50% of the Proposed Project Cost without GST (**b**)=crores

40% of the Proposed Project Cost without GST (**c**)= crores

A. **Marks for Financial Strength (Max. Marks: 20):**

- **Average Annual Turnover on construction works (Max. 16 Marks) (past 03 financial years) (y) : Crores**
Whether Average annual turnover is more than 50% of the project cost?

a. If **No**, the bidder is **Non-responsive**.

b. If **Yes**:

Case (i): If Average Annual Turnover for last 03 years= 50% of the Project Cost

Marks for average annual turnover $M_T=16*50\%=8$ Marks

Case (ii): If 50% of the Project Cost < Average Annual Turnover for last 03 years < Project Cost

Marks for average annual turnover $M_T=(8) + \frac{(y-b)*(16-8)}{b}$

Case (iii): If Average Annual Turnover for last 03 years \geq Project Cost

Marks for average annual turnover $M_T=16$ Marks

- **Solvency of the firm (as mentioned on solvency certificate not older than 06 months) (Max. 4 marks)**
(z)=.....crores

Whether solvency is more than 40% of the project cost?

a. If **No**, the bidder is **Non-responsive**.

b. If **Yes**:

Case (i): If Solvency (z) = 40% of the Project Cost (c)

Marks for Solvency $M_S=50\%$ of 4 Marks= 2 Marks

Case (ii): If 40% of the Project Cost (c) < Solvency (z) < 80% of the Project Cost (a)

Marks for Solvency $M_S=2 + \frac{(z-c)*(4-2)}{(a-c)}$

Case (iii): If Solvency (z) \geq 80% of the Project Cost (a)

Marks for Solvency $M_S=4$ Marks

Total Marks for Financial Strength $M_1= M_T+M_S$

If M_1 is less than 10 marks (50% of 20 Marks), bidder is **non-responsive**.

➤ **Project Experiences (only building projects to be considered):**

For each completed and handed over projects the following calculations should be done:

Cost of the Project (without GST)= crore

Date of Commencement: dd/mm/yyyy

Stipulated Date of Completion: dd/mm/yyyy

Date of Completion of Project: dd/mm/yyyy

Bid due date: dd/mm/yyyy

Number of years after completion (**n**) = (Bid Due Date- Date of Completion of Project)/365

Escalated Cost $C_E = \text{Cost of the Project without GST} * (1+n*0.07)$

Note: If escalated cost (C_E) is more than 40% of the Cost of Proposed Work, only in that case Work Experience is to be considered for further evaluation.

B. Marks for Experience in Similar Class of Works (Max. marks 20):

- For each experience of completed work in 40% category (40% of cost of proposed work $\leq C_E < 50\%$ of cost of proposed work) $\{(10/3)=3.33\}$ marks are to be awarded for each experience in 40% category.
- For each experience of completed work in 50% category (50% of cost of proposed work $\leq C_E < 80\%$ of cost of proposed work) 5 marks are to be awarded for each experience in 50% category.
- For each experience of completed work in 80% category (80% of cost of proposed work $\leq C_E$) 10 marks are to be awarded for each experience in 80% category.

Note: The works which are completed to the extent of 80% physical progress shall be considered as substantially completed shall be awarded 75% marks in the respective category, provided the proper certificate duly issued by the competent authority of the employer is put up along with the bid documents. The certificate for Substantial completion of project/work shall contain two parts, i.e.: Part I shall contain 'Financial value of work done' & Part II shall contain 'Certificate of functional completion of Project/work.'

Total Marks for Experience in Similar Nature of Work, $M_2 =$ (Sum of the marks obtained for each experience from above marking scheme.)

If M_2 is less than 10 marks (50% of 20 Marks), bidder is **non-responsive**.

C. Calculation of Marks for Performance on Works (Time Over Run) (Max. marks 20)

(These calculations are to be done only for those projects which are to be considered for evaluation)

➤ Marks for performance on Works (Time Over Run) for substantially completed works:

Stipulated Time of Completion (ST) = (Stipulated date of Completion – Date of Commencement of Work)

Stipulated date of completion = date of completion + Extension of Time granted (if any)

Note: Extension of time granted (if any) should be clearly mentioned in the certificate issued by employer.

Actual Time of Completion (AT) = (Actual date of Completion – Date of Commencement of Work)

TOR = AT/ST

Case (i) If the project was handed over without levy of compensation for delay:

- If $TOR \leq 1.00$, Marks for performance on works (Time over run) $M_{TOR} = 20.00$
- If $1 > TOR > 3.00$, Marks for performance on works $M_{TOR} = 20 - \frac{(TOR-1)*(20-10)}{(3-1)}$
- If $TOR \geq 3.00$, Marks for performance on works (Time over run) $M_{TOR} = 10.00$

Case (ii) If the project was handed over with levy of compensation for delay:

- If $TOR \leq 1.00$, Marks for performance on works (Time over run) $M_{TOR} = 20.00$
- If $1 > TOR > 2.00$, Marks for performance on works $M_{TOR} = 20 - \frac{(TOR-1)*(20-5)}{(2-1)}$
- If $2 > TOR = 3.50$, Marks for performance on works $M_{TOR} = 5 - \frac{(TOR-2)*(5+5)}{(3.5-2)}$
- If $TOR > 3.50$, Marks for performance on works (Time over run) $M_{TOR} = -5.00$

Case (iii) If the levy of compensation is not yet decided (work completed, EOT and Levy of Compensation under active consideration of employer or if final Bill yet to be finalized by the department):

- If $TOR \leq 1.00$, Marks for performance on works (Time over run) $M_{TOR} = 20.00$
- If $1 > TOR > 3.00$, Marks for performance on works $M_{TOR} = 20 - \frac{(TOR-1)*(20-0)}{(3-1)}$
- If $TOR \geq 3.00$, Marks for performance on works (Time over run) $M_{TOR} = 0.00$

➤ Marks for performance on Works (Time Over Run) for substantially completed works (for the cases where there is no critical/noteworthy hindrance in completion of balance work.):

Stipulated Time of Completion (ST) = Duration of Project Completion * Physical Progress Percentage / 100

Actual Time of Completion (AT)= (Date of issuance of substantial completion certificate – Date of Commencement of Work)

$TOR = AT/ST$

Case (i) Without levy of compensation for delay:

- If $TOR \leq 1.00$, Marks for performance on works (Time over run) $M_{TOR} = 20.00$
- If $1 > TOR > 3.00$, Marks for performance on works $M_{TOR} = 20 - \frac{(TOR-1)*(20-10)}{(3-1)}$
- If $TOR \geq 3.00$, Marks for performance on works (Time over run) $M_{TOR} = 10.00$

Case (ii) With levy of compensation for delay:

- If $TOR \leq 1.00$, Marks for performance on works (Time over run) $M_{TOR} = 20.00$
- If $1 > TOR \geq 2.00$, Marks for performance on works $M_{TOR} = 20 - \frac{(TOR-1)*(20-5)}{(2-1)}$
- If $2 > TOR = 3.50$, Marks for performance on works $M_{TOR} = 5 - \frac{(TOR-2)*(5+5)}{(3.5-2)}$
- If $TOR > 3.50$, Marks for performance on works (Time over run) $M_{TOR} = -5.00$

Case (iii) Levy of compensation is not yet decided:

- If $TOR \leq 1.00$, Marks for performance on works (Time over run) $M_{TOR} = 20.00$
- If $1 > TOR > 3.00$, Marks for performance on works $M_{TOR} = 20 - \frac{(TOR-1)*(20-0)}{(3-1)}$
- If $TOR \geq 3.00$, Marks for performance on works (Time over run) $M_{TOR} = 0.00$

Marks for Performance on Works (Time Over Run) M_3 = (Average of the marks for Performance On Works (Time Over Run) calculated for each project to be considered for evaluation.)

If M_3 is less than 10 marks (50% of 20 Marks), bidder is **non-responsive**.

D. Calculation of Marks for Performance on Works (Quality) (Max. marks 40)

- Marks for Performance on Works (Quality) $M_Q =$
 - 40.00 Marks** for “Outstanding”
 - 35.00 Marks** for “Very Good”
 - 30.00 Marks** for “Good”
 - 25.00 Marks** for “Satisfactory”
 - 00.00 Marks** for “Poor”

Marks for Performance on Works (Quality) M_4 = (Average of the marks for Performance On Works (Quality) calculated for each project to be considered for evaluation.)

If M_4 is less than 20 marks (50% of 40 Marks), bidder is **non-responsive**.

➤ **Total Marks Obtained by the bidder (M) = ($M_1 + M_2 + M_3 + M_4$)**

If M is equal to or greater than 75 Marks and scores at-least 50% marks in each attribute i.e. Financial Strength, Experience in Similar Nature of Work, Performance on Works (Time over Run) and Performance on Works (Quality) only in that case the bidder is declared Responsive with respect to the marks obtained.

Marking Scheme for evaluation of bids of EPC contractors for Building Projects costing 100 crores and above

Name of Firm: M/s

Name of the Proposed Work: Construction of..... in U.P., India on EPC Mode.

Cost of the Proposed Project without GST (**x**) = Crores

80% of the Proposed Project Cost without GST (**a**)= crores

50% of the Proposed Project Cost without GST (**b**)=crores

40% of the Proposed Project Cost without GST (**c**)= crores

A. **Marks for Financial Strength (Max Marks: 20):**

- **Average Annual Turnover on construction works (Max. 16 Marks) (past 03 financial years) (y) : Crores**
Whether Average annual turnover is more than 50% of the project cost?

b. If No, the bidder is Non-responsive.

c. If Yes:

Case (i): If Average Annual Turnover for last 03 years= 50% of the Project Cost

Marks for average annual turnover $M_T = 16 * 60\% = 9.6$ Marks

Case (ii): If 50% of the Project Cost < Average Annual Turnover for last 03 years < Project Cost

Marks for average annual turnover $M_T = 9.6 + \frac{(y-b)*(16-9.6)}{b}$

Case (iii): If Average Annual Turnover for last 03 years \geq Project Cost

Marks for average annual turnover $M_T = 16$ Marks

- **Solvency of the firm (as mentioned on solvency certificate not older than 06 months) (Max. 4 marks) (z)=.....crores**
Whether solvency is more than 40% of the project cost?

a. If No, the bidder is Non-responsive.

b. If Yes:

Case (i): If Solvency (**z**) = 40% of the Project Cost (**c**)

Marks for Solvency $M_S = 60\%$ of 4 Marks = 2.4 Marks

Case (ii): If 40% of the Project Cost (**c**) < Solvency (**z**) < 80% of the Project Cost (**a**)

Marks for Solvency $M_S = 2.4 + \frac{(z-c)*(4-2.4)}{(a-c)}$

Case (iii): If Solvency (**z**) \geq 80% of the Project Cost (**a**)

Marks for Solvency $M_S = 4$ Marks

Total Marks for Financial Strength $M_1 = M_T + M_S$

If M_1 is less than 12 marks (60% of 20 Marks), bidder is **non-responsive**.

➤ **Project Experiences (only building projects to be considered):**

For each completed and handed over projects the following calculations should be done:

Cost of the Project (without GST)= crore

Date of Commencement: dd/mm/yyyy

Stipulated Date of Completion: dd/mm/yyyy

Date of Completion of Project: dd/mm/yyyy

Bid due date: dd/mm/yyyy

Number of years after completion (**n**) = (Bid Due Date- Date of Completion of Project)/365

Escalated Cost $C_E = \text{Cost of the Project without GST} * (1+n*0.07)$

Note: If escalated cost (C_E) is more than 40% of the Cost of Proposed Work, only in that case Work Experience is to be considered for further evaluation.

B. Marks for Experience in Similar Class of Works (Max. marks 20):

- For each experience of completed work in 40% category (40% of cost of proposed work $\leq C_E < 50\%$ of cost of proposed work) 4 marks are to be awarded for each experience upto three such projects (12 marks for 03 projects) and afterwards 2.66 marks for each experience in 40% category.
- For each experience of completed work in 50% category (50% of cost of proposed work $\leq C_E < 80\%$ of cost of proposed work) 6 marks are to be awarded for each experience upto two such projects (12 marks for 02 projects) and afterwards 4.00 marks for each experience in 50% category.
- For each experience of completed work in 80% category (80% of cost of proposed work $\leq C_E$) 12 marks are to be awarded for first experience and afterwards 8 marks for each experience in 80% category.

Note: The works which are completed to the extent of 80% physical progress shall be considered as substantially completed shall be awarded 75% marks in the respective category, provided the proper certificate duly issued by the competent authority of the employer is put up along with the bid documents. The certificate for Substantial completion of project/work shall contain two parts, i.e.: Part I shall contain 'Financial value of work done' & Part II shall contain 'Certificate of functional completion of Project/work.'

Total Marks for Experience in Similar Nature of Work, M_2 = (Sum of the marks obtained for each experience from above marking scheme.)

If M_2 is less than 12 marks (60% of 20 Marks), bidder is **non-responsive**.

C. Calculation of Marks for Performance on Works (Time Over Run) (Max. marks 20)

(These calculations are to be done only for those projects which are to be considered for evaluation)

➤ Marks for performance on Works (Time Over Run) for substantially completed works:

Stipulated Time of Completion (**ST**) = (Stipulated date of Completion – Date of Commencement of Work)

Stipulated date of completion = date of completion + Extension of Time granted (if any)

Note: Extension of time granted (if any) should be clearly mentioned in the certificate issued by employer.

Actual Time of Completion (**AT**) = (Actual date of Completion – Date of Commencement of Work)

TOR = AT/ST

Case (i) If the project was handed over without levy of compensation for delay:

- If $TOR \leq 1.00$, Marks for performance on works (Time over run) $M_{TOR} = 20.00$
- If $1 > TOR > 3.00$, Marks for performance on works $M_{TOR} = 20 - \frac{(TOR-1)*(20-10)}{(3-1)}$
- If $TOR \geq 3.00$, Marks for performance on works (Time over run) $M_{TOR} = 10.00$

Case (ii) If the project was handed over with levy of compensation for delay:

- If $TOR \leq 1.00$, Marks for performance on works (Time over run) $M_{TOR} = 20.00$
- If $1 > TOR \geq 2.00$, Marks for performance on works $M_{TOR} = 20 - \frac{(TOR-1)*(20-5)}{(2-1)}$
- If $2 > TOR = 3.50$, Marks for performance on works $M_{TOR} = 5 - \frac{(TOR-2)*(5+5)}{(3.5-2)}$
- If $TOR > 3.50$, Marks for performance on works (Time over run) $M_{TOR} = -5.00$

Case (iii) If the levy of compensation is not yet decided (work completed, EOT and Levy of Compensation under active consideration of employer or if final Bill yet to be finalized by the department):

- If $TOR \leq 1.00$, Marks for performance on works (Time over run) $M_{TOR} = 20.00$
- If $1 > TOR > 3.00$, Marks for performance on works $M_{TOR} = 20 - \frac{(TOR-1)*(20-0)}{(3-1)}$
- If $TOR \geq 3.00$, Marks for performance on works (Time over run) $M_{TOR} = 0.00$

➤ Marks for performance on Works (Time Over Run) for substantially completed works (for the cases where there is no critical/noteworthy hindrance in completion of balance work.):

Stipulated Time of Completion (**ST**) = Duration of Project Completion * Physical Progress Percentage / 100

Actual Time of Completion (AT)= (Date of issuance of substantial completion certificate – Date of Commencement of Work)

$$\text{TOR} = \text{AT}/\text{ST}$$

Case (i) Without levy of compensation for delay:

- If $\text{TOR} \leq 1.00$, Marks for performance on works (Time over run) $M_{\text{TOR}} = 20.00$
- If $1 > \text{TOR} > 3.00$, Marks for performance on works $M_{\text{TOR}} = 20 - \frac{(\text{TOR}-1) \times (20-10)}{(3-1)}$
- If $\text{TOR} \geq 3.00$, Marks for performance on works (Time over run) $M_{\text{TOR}} = 10.00$

Case (ii) With levy of compensation for delay:

- If $\text{TOR} \leq 1.00$, Marks for performance on works (Time over run) $M_{\text{TOR}} = 20.00$
- If $1 > \text{TOR} \geq 2.00$, Marks for performance on works $M_{\text{TOR}} = 20 - \frac{(\text{TOR}-1) \times (20-5)}{(2-1)}$
- If $2 > \text{TOR} = 3.50$, Marks for performance on works $M_{\text{TOR}} = 5 - \frac{(\text{TOR}-2) \times (5+5)}{(3.5-2)}$
- If $\text{TOR} > 3.50$, Marks for performance on works (Time over run) $M_{\text{TOR}} = -5.00$

Case (iii) Levy of compensation is not yet decided:

- If $\text{TOR} \leq 1.00$, Marks for performance on works (Time over run) $M_{\text{TOR}} = 20.00$
- If $1 > \text{TOR} > 3.00$, Marks for performance on works $M_{\text{TOR}} = 20 - \frac{(\text{TOR}-1) \times (20-0)}{(3-1)}$
- If $\text{TOR} \geq 3.00$, Marks for performance on works (Time over run) $M_{\text{TOR}} = 0.00$

Marks for Performance on Works (Time Over Run) M_3 = (Average of the marks for Performance On Works (Time Over Run) calculated for each project to be considered for evaluation.)

If M_3 is less than 12 marks (60% of 20 Marks), bidder is **non-responsive**.

D. Calculation of Marks for Performance on Works (Quality) (Max. marks 40)

- Marks for Performance on Works (Quality) $M_Q = 40.00$ Marks for “Outstanding”
35.00 Marks for “Very Good”
30.00 Marks for “Good”
25.00 Marks for “Satisfactory”
00.00 Marks for “Poor”

Marks for Performance on Works (Quality) M_4 = (Average of the marks for Performance On Works (Quality) calculated for each project to be considered for evaluation.)

If M_4 is less than 24 marks (60% of 40 Marks), bidder is **non-responsive**.

➤ **Total Marks Obtained by the bidder (M) = ($M_1 + M_2 + M_3 + M_4$)**

If M is equal to or greater than 75 Marks and scores at-least 60% marks in each attribute i.e. Financial Strength, Experience in Similar Nature of Work, Performance on Works (Time over Run) and Performance on Works (Quality) only in that case the bidder is declared Responsive with respect to the marks obtained.

FORM OF EARNEST MONEY DEPOSIT (BANK GUARANTEE BOND/eBG)

WHEREAS, Bidder.....(Name of Bidder) (herein after called "the Bidder") has submitted his Bid dated(date) **at district**, **U.P., India" on EPC Mode** (Name of work) (herein after called "the Bidder")

KNOW ALL PEOPLE by these presents that we(Name of bank) having our registered office at(herein after called "the Bank") are bound unto **in the sum of Rs.** (Rs. in words) for which payment well and truly to be made to the said, the Bank binds itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank thisday of

2. THE CONDITIONS of this obligation are:

- (1) If after Bid opening of Bid; the Bidder withdraws, his Bid during the period of validity of Bid (including extended validity of Bid) specified in the Form of Bid;
- (2) If the Bidder having been notified of the acceptance of his Bid by the
 - (a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidder, if required;

OR

- (b) fails or refuses to furnish the Performance Guarantee, in accordance with the provisions of Bid document and Instructions to Bidder,

We undertake to pay to the either up to the above amount or part thereof upon receipt of his first written demand, without the having to substantiate his demand, provided that in his demand the will note that the amount claimed by him is due to him owing to the occurrence of one or any of the above conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date (*) after the deadline for submission of Bid as such deadline is stated in the Instructions to Bidder or as it may be extended by the, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

DATE
WITNESS
(SIGNATURE, NAME AND ADDRESS)

SIGNATURE OF THE BANK
SEAL

(*) Date to be worked out on the basis of validity period of months from the last date of uploading the Bid.

(On Required Non Judicial Stamp Paper)**FORM OF PERFORMANCE GUARANTEE BANK GUARANTEE**

(On a stamp paper of appropriate value from any Nationalised Bank or Scheduled Bank)

To,

The Employer's Representative

Dear Sir,

In consideration of the "**Construction of Construction of**,
India" on EPC Basis having awarded to M/s (hereinafter referred to as "the said Contractor (s)", which expression shall include his successor and assignees) for the work of

_____ a Contract No _____ in terms inter alia, of the _____ Letter No. _____ dated _____ and the General Conditions of Contract and upon the condition of the Contractor's furnishing Security for the performance of the Contractor's obligations and discharge of the Contractor's liability under and in connection with the said Contract upto a sum of Rs. _____ (Rupees only) amounting to Rs. _____ percent of the total Contract value.

1. We, _____ (hereinafter called 'The Bank' which expression shall include its successors and assignees) hereby jointly and severally undertake to guarantee the payment to the Employer in rupees forthwith on demand in writing and without protest or demur or any and all moneys payable by the Contractor to the Employer in respect of or in connection with the said Contract inclusive of all the Employer's losses and damages and costs, (inclusive between attorney and the executing agency i.e. UPPWD) charges and expenses and other moneys payable in respect of the above as specified in any notice of demand made by the Employer to the Bank with reference to this guarantee upto an aggregate limit of Rs. (Rupees only).
2. We _____ Bank further agree that the Employer shall be sole judge of and as to whether the said Contractor has committed any breach or breaches of any of the terms and conditions of the said Contract and the extent of loss, damage, cost, charges and expenses caused to or suffered by or that may be caused to or suffered by the Employer on account thereof and the decision of the Employer that the said Contractor has committed such breach or breaches and as to the amount or amounts of loss, damage, costs, charges and expenses caused to or suffered by the Employer from time to time shall be final and binding on us.
3. The Employer shall be at liberty without reference to the Bank and without affecting the full liability of the Bank hereunder to take any other Security in respect of the Contractor's obligations and liabilities hereunder or to vary the Contract or the work to be done there under vis-a-vis the Contractor or to grant time or indulgence to the Contractor or to reduce or to increase or otherwise vary the prices of the total Contract value or to release or to forbear from enforcement of all or any of the Security and/or any other Security(ies) now or hereafter held by The Employer and no such dealing(s) reduction(s) increase(s) or other indulgence(s) or arrangements with the Contractor or release or forbearance whatsoever shall absolve the bank of the full liability to the
Employer hereunder or prejudice the rights of the Employer against the bank.
4. This guarantee shall not be determined or affected by the liquidation or winding up, dissolution, or change of constitution or insolvency of the Contractor but shall in all respects and for all purposes

be binding and operative until payment of all monies payable to the Employer in terms thereof.

5. The bank hereby waives all rights at any time inconsistent with the terms of this guarantee and the obligations of the Bank in terms hereof shall not be anywise affected or suspended by reason of any dispute or disputes having been raised by the Contractor stopping or preventing or purporting to stop or prevent any payment by the Bank to the Employer in terms hereof.
6. The amount stated in any notice of demand addressed by the Employer to the Bank as liable to be paid to the Employer by the Contractor or as suffered or incurred by the Employer on account of any losses or damages or costs, charges and/or expenses shall be conclusive evidence of the amount so liable to be paid to the Employer or suffered or incurred by the Employer as the case may be and shall be payable by the Bank to The Employer in terms hereof.
7. This guarantee shall be a continuing guarantee and shall remain valid and irrevocable for all claims of the Employer and liabilities of the Contractor arising upto and until midnight of .
8. **This guarantee is valid till _____(date to be mentioned) (Sixty days beyond the stipulated date of completion or the extended period, thereof)**
9. This guarantee shall be in addition to any other guarantee or Security whatsoever that the Employer may now or at any time anywise may have in relation to the Contractor's obligations/or liabilities under and/or in connection with the said Contract, and the Employer shall have full authority to have recourse to or enforce this Security in preference to any other guarantee or Security which the Employer may have or obtain and no forbearance on the part of the Employer in enforcing or requiring enforcement of any other Security shall have the effect of releasing the Bank from its full liability hereunder.
10. It shall not be necessary for the Employer to proceed against the said Contractor before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the Bank notwithstanding that any Security which The Employer may have obtained or obtain from the Contractor shall at the time when proceedings are taken against the said bank hereunder be outstanding or unrealised.
11. We, the said Bank undertake not to revoke this guarantee during its currency except with the consent of the Employer in writing and agree that any change in the constitution of the said Contractor or the said bank shall not discharge our liability hereunder.
12. We _____ the said Bank further that we shall pay forthwith the amount stated in the notice of demand notwithstanding any dispute/difference pending between the parties before the arbitrator and/or that any dispute is being referred to arbitration.
13. Notwithstanding anything contained herein above, our liability under this guarantee shall be restricted to Rs. _____(Rupees _____) and this guarantee shall remain in force till _____ and unless a claim is made on us within 3 months from that date, that is before _____ all the claims under this guarantee shall be forfeited and we shall be relieved of and discharged from our liabilities there under.

Dated _____ day of _____ 2023 For and on behalf of Bank.

Issued under seal:

Form D**FORM OF AGREEMENT**

This agreement is made at ----- on the --- day of----- 2023 between Governor of Uttar Pradesh represented through (Employer/Representative of Employer of Working Agency UPPWD/ UPRNN/C&DS), Government of Uttar Pradesh (hereafter referred to as "GoUP" which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include its successors, in office of the First Part.

..... (The officer not below the rank of Deputy Secretary of the Client Department) Government of Uttar Pradesh (hereafter referred to as "GoUP" which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include its successors, in office of the Second Part.

M/s ----- a Company incorporated under the Companies Act 1956 having Head Office at -----, through (hereinafter called the "Contractor" which expression unless repugnant to the context shall mean and include its successors-in-interest assigns in office) of the Third Part.

Whereas Working Agency (hereafter referred to as "(UPPWD/ UPRNN/C&DS)," is desirous that certain works should be executed, for "....." At Lucknow , Uttar Pradesh, INDIA" on EPC Basis (hereinafter called "The Project") and has accepted a Tender submitted by the contractor for the execution and completion of such works as well as guarantee of such works and the remedying of defects therein.

NOW THIS AGREEMENT WITNESSES as follows:

1. In this agreement words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and constructed as part of this agreement Viz.

Volume – 1 (NIT & ITB)

Volume – 2 General Conditions of Contract (GCC)

Volume – 3 – Specific Conditions of Contract (SCC)

Volume – 4 – Design Basis Report (DBR)

Volume – 5 Technical Specifications

Volume – 6 (Tender Drawings)

Volume – 7 (Financial Bid)

All the correspondence till award of contract i.e. addendum, LOA etcetera Technical and Financial Bids submitted by Bidder.

3. In consideration of the payment to be made by Executing Agency (hereafter referred to as Working Agency "(UPPWD/ UPRNN/C&DS) to the Contractor as hereinafter mentioned, the Contractor hereby covenants with to executed and complete the Project by and remedy and defects therein in conformity in all respects with the provisions of the Contract.
4. Executing Agency (hereafter referred to as Working Agency "(UPPWD/ UPRNN/C&DS)

hereby covenants to pay the Contractor in consideration of the execution and completion of the Project and the remedying of defects therein, the total Contract Price of Rs.....
only) being the sum stated in the letter of Award (LOA) subject to such additions thereto or deductions there from as may be made under the provisions of the Contract at the times and in the manner prescribed by the Contract.

5. OBLIGATION OF THE CONTRACTOR

The Contractor shall ensure full compliance with tax laws of India with regard to this Contract and shall be solely responsible for the same.

IN WITNESS OF WEREOF the parties hereto have caused their respective common seals to be hereunto affixed / (or have hereunto set their respective hands and seals) the day and year first above written.

For and on behalf of the Contractor	For and on behalf of the Governor of Uttar Pradesh(Working Agency) (Seal)	For and on behalf of the Governor of Uttar Pradesh (Client Department) (Seal)
Signature of the authorized official	Signature of the authorized official	Signature of the authorized official
Name of the Contractor Stamp / Seal of the Contractor	Name of the official Stamp / Seal	Name of the official Stamp / Seal
SIGNED, SEALED AND DELIVERED By the said	By the Said	By the Said
on behalf of the Contractor:	on behalf of the Government of Uttar Pradesh	on behalf of the Government of Uttar Pradesh
in the presence of: Witness Name _____ Address_ _____	in the presence of: Witness Name _____ Address_ _____	in the presence of: Witness Name _____ Address_ _____

**FORMAT FOR POWER OF ATTORNEY FOR
SIGNING OF PROPOSAL (Authorized Signatory)**

Know all men by these presents, we (Name of the Tenderer and address of their registered office) do hereby constitute, appoint and authorize Mr. / Ms (name and residential address of Power of Attorney holder) who is presently employed with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Bid for the Project and submission of all documents and providing information / responses to _____, representing us in all matters before _____, and generally dealing with ___ in all matters in connection with our proposal for the said Project.

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 and shall always be deemed to have been done by us.

FORM - F

UNDERTAKING (FOR SPECIALIZED AGENCY)
(On a Rs 100/- non judicial stamp paper duly notarized)

We do hereby undertake to engage a specialized agency after approval of executing agency for undertaking the execution of specialized works whose minimum qualification shall be as under:

For Specialized works viz. HVAC System, STP, Lift, Fire Fighting, Solar PV System:

I. For Specialized works viz STP, Substation works etc

Experience of having successfully completed similar specialized works during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following:

- a. HVAC: One similar work having individual Chiller capacity not less than 150 TR
OR Two similar works having individual Chiller capacity not less than 90 TR.
- b. STP: One similar work having capacity not less than 200 KLD SBR based STP OR
Two similar works each having capacity not less than 130 KLD SBR based STP.
- c. For Fire Fighting System: Experience of having successfully completed similar specialized works with atleast one no. of work involving supply & installation of firefighting system including sprinklers, fire pumps & wet riser etcetera in a campus comprising of business/ institutional/ residential/ educational/ assembly buildings as classified in NBC.
- d. For Lifts works: For Lifts, associated agency shall be as per the approved makes.
- e. DG Set: One similar work having individual DG capacity not less than 900 KVA
OR Two similar works having individual DG capacity not less than 600 KVA.
- f. Sub station : One similar work having individual transformer capacity not less than 2000 KVA or Two similar works having individual transformer capacity not less than 1200 KVA

II. For specialized works as mentioned below approval from Engineer-in- Charge shall be sought before commencement of work:-

- i. Audio Visual System.
- ii. WTP (Water Treatment Plant)
- iii. LV works like ~~Access Control System~~, LAN, IPBAX, CCTV, Fire Alarm & Detection, ~~Public Address~~, solar voltaic power generation system, BoomBarrier, etc(Only Civil and MEP works)
- iv. Any other specialized works specified in Tender.

III. For all other specialized works, for which the contractor intend to engage a specialized agency for execution of work, the contractor shall take approval of the Engineer-In-Charge before assignment of such agency and should comply to the CVC guidelines for similar work.

(Authorized Signatory of Bidder)

AFFIDAVIT**(On a Rs 100/- non judicial stamp paper duly notarized)**

1. I, the undersigned, do hereby certify that all the statements made in the required attachments are true and correct.
2. The undersigned also hereby certificate our firm M/s _____ have neither abandoned any contract awarded to us nor such works have been rescinded, during the last five years prior to the date of this application.
3. The undersigned also hereby confirmers that M/s _____ does not stand blacklisted/debarred/penalized by any government agency or public sector undertaking or judicial authority/arbitration body.
4. The undersigned hereby authorize (s) and request (s) any bank, person, form or corporation to furnish pertinent information deemed necessary and requested by the Department to verify this statement or regarding my (our) competence and general reputation.
5. The undersigned understands and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of the Technical Cell, EPC Mission, Planning Department, Lucknow.
6. The undersigned undertake that 'I/We have not altered/ modified the financial Bid attached in the e-tender portal. If it is found during the tender stage or later that the BOQ is modified by us, the Technical Cell, EPC Mission, Planning Department, shall have the right to reject our Bid'.

Signed by an Authorised
Officer of the Bidder

Form-“H”

UNDERTAKING

(On a Rs 100/- non judicial stamp paper duly notarized)

We do hereby indemnify Technical Cell, EPC Mission, Planning Department/ executing agency, against all penal action that may be levied/ affected by any concerned authority for default in any labour regulation/PF/ESI and other statutory requirements of the relevant Acts/Laws related to the work of the contractor and will bear the legal charges, if any, and will pay the legal charges/dues directly to the concerned authority.

Signed by an Authorised
Officer of the Bidder

Form-I

~~(To be submitted on a notarised Rs 100/- stamp paper)~~

Bid Security Declaration Form of Earnest Money Deposit
(EMD)/Bid security

~~This is to submit that we M/s..... are submitting the Bid for (Name of work)....., on date..... & vide this declaration form, we accept that, we will not withdraw or modify the Bid during the validity period of Bid i.e. days from the date of Late date of submission of this Bid.~~

~~We understand that if we withdraw the Bid or modify the Bid during the said validity period of Bids, we shall have no objection in getting debarred from participation in any further tender issued by UPPWD till next two year's period from the date of such debarment notice.~~

(Signature & Seal of the Bidder)

FORM-J

(On Rs100/- Non Judicial Stamp papers)

FORM FOR BIDDER'S BIDDING CAPACITY**Name of the Firm / Bidder:** -.....**Name of Work:-** "Construction of,
India" on EPC Basis.

The Bidding capacity of the Bidder should be equal to or more than the estimated cost of the work put to tender. The Bidding capacity shall be worked out by the following formula:

Bidding Capacity = [A x N x M] - B

Where,

A = Maximum turnover in construction works executed in any one year during the last five years ending on 31st March, taking into account the completed as well as works in progress. The value of completed work shall be brought to current costing level by enhancing at a simple rate of 7% per annum.

N = Number of years prescribed for completion of work for which Bids has been invited.

M = Multiplier factor (2.00 for works upto 500 crores and 1.5 for works more than 500 crores).

B = Value of existing commitments and ongoing works to be completed during the period of completion of work for which tenders have been invited. (Value of B worked out from "Form K").

Seal & Signature of Bidder

PROJECT UNDER EXECUTION

S. No.	Details	
1.	Name of work / project and location	
2.	Owner or sponsoring organization	
3.	Cost of work in Rs. (in Crores)	
4.	Date of commencement as per contract	
5.	Stipulated date of completion	
6.	Up to Date % Financial Progress	
7.	Value of Balance Commitment to Complete work till Period for which Bid Invited (Crore)	
8.	Slow progress if any and reasons thereof	
9.	Name and Address (Postal & E-mail) / telephone number of officer to whom reference may be Made	
10.	Remarks	

It is to undertake that above is the total list of works under progress and information furnished is true and nothing has been hiding. Further that, if such a violation comes for hiding information or incorrect information to the notice of Department, then I/we shall be debarred for Bidding in Technical Cell, EPC Mission, Planning Department in future forever.

Note:

- 1- In Row No 6 above, only the percentage of financial progress shall be mentioned. In substantiation of financial progress, the Bidder shall submit the statement of up-to-date payment made against each work, obtained from the Executive Engineer/Project Manager in charge of the work or by the chartered accountant.

SIGNATURE (S) OF BIDDER(S)
(WITH STAMP)

Annexure -1 - Checklist

CHECK LIST OF DOCUMENTS TO BE SUBMITTED WITH THE BID

TECHNICAL PACKAGE – Hardcopy and Online

Sl. No.	Name of Document	Mode of submission
1.	Receipt of online submission of 41654- (Rs Forty-one thousand six hundred fifty four only) as e-Tender Fee / Processing Fee, in favour of “-----”	In Original in Envelope no. 1 & submit Scanned Copy Online
2.	Bid Security/EMD in favour of “-----”	
3.	Form of Bid and Appendix (Form A) for the Bid	
4.	Power of Attorney (Form E) in favour of the person signing the Bid	
5.	Undertaking for engaging specialized agencies (Form F)	
6.	Affidavit by Bidder (Form G) duly notarized on non-judicial of appropriate value- stamp paper	
7.	Affidavit/ Indemnity / Undertaking (Form H)	
8.	Form “T-1” (Financial Information)	
9.	Form “T-1-B” (Solvency Certificate as per Clause 1.4)	
10.	Form “T-5” (TDS details for Private Sector Projects for the works executed in India)	
11.	Form “T-2/1” (Details of Eligible Similar Works completed)	In Original in Envelope no. 2 & submit Scanned Copy Online
12.	Form “T-2/2” (Details of Works Completed on EPC(Turnkey) basis)	
13.	Form “T-2/3” (DETAILS OF ELIGIBILITY OF “SIMILAR WORKS” COMPLETED DURING LAST 7 (SEVEN) YEARS ENDING PREVIOUS DAY OF LAST DATE OF SUBMISSION OF BID)	
14.	Form “T-3” (Performance Report of Works referred to in Form T-2/1, 2 & 3)	
15.	Form “T-4” (Structure and Organization)	
16.	Form “T-6” (GST Registration Details)	
17.	Copies of GST Registration or undertaking / EPF Registration/ PAN Number	
18.	Integrity Pact Agreement duly signed by the authorized signatory on behalf of the Bidder (as per proforma given in GCC Vol-2)	
19.	All pages of the entire Corrigendum/ addendum (if any)/ pre-Bid clarifications (if any) signed by the authorized person of the Bidder/Bidder.	
20.	All TDS Certificates of Private Sector Projects for the works executed in India.	
21.	Form ‘J’ Form for Bidder’s Bidding Capacity	
22.	Form ‘K’ Project under Execution	
23.	Any other document as specified in the Bid document.	
Note:- All the uploaded documents should be in readable, printable & legible form.		

FINANCIAL PACKAGE: Online

S. No	Name of Document	Mode of submission
1.	Digitally signed Bid / Price Bid (Financial Bids – Volume-7)	Online

END OF VOLUME – 1



**TECHNICAL CELL, EPC MISSION,
PLANNING DEPARTMENT, LUCKNOW**

**As Executing Agency of
Department of,
Government of Uttar Pradesh**

**E-Tender For
“Construction of,
Uttar Pradesh, India”
On EPC Basis**

Tender No.:/General/Technical Cell/2024 dt.....

Volume-2

**Notice Inviting E-Tender &
General Conditions of Contract**

(....., 2024)

E-mail ID: technicalcellepcmission@gmail.com

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GENERAL GUIDELINES

1. This book of "General Conditions of Contract" is applicable to both types of EPC tenders i.e either called on percentage basis or on item rate basis. Accordingly, alternative provisions for conditions Nos. 4A, 9 & 10 of the General Rules and Directions are given in this book. The appropriate alternatives will be applicable in specific cases depending on whether this is used for percentage rate EPC tender or item rate EPC tender.
2. CPWD-6, Schedules A to F, special conditions, specifications, drawings etc. forms part of NIT.
3. Proforma for registers are for information and guidance.
4. Authority approving the Notice Inviting Tenders (NIT) shall fill up all the blanks in CPWD-6 and in Schedules A to F before issue of NIT.
5. The intending Bidders will quote their rates in Schedule A.
6. The Information is to be filled up in the NIT only, which are not to be repeated in the standard GCC form.

Note :- In case of any discrepancies between Hindi and English version, English version shall prevail.

The clauses of GCC for EPC works 2022 as mentioned in the following document Shall be considered as amended in Section 6 (Proforma of Schedules) Schedules A to F.

GOVERNMENT OF UTTAR PRADESH

PUBLIC WORKS DEPARTMENT

**~~Lumpsum/Percentage Rate EPC Tender/Item Rate EPC Tender & Contract for Works~~
Tender and Contract for Works on EPC Mode**

(A) Tender for the work of :-

.....
.....

(i) To be uploaded by..... hours on

(ii) To be opened in presence of tenderers who may be present at hours on
in the office of

TENDER

I/We have read and examined the notice inviting tender, schedule A, D, E & F Specifications, Drawings & Designs, General Rules and Directions, Conditions of Contract, clauses of contract, Special conditions, Schedule of Rates, other documents, regulations, Acts and Rules referred to in the conditions of contract and all other contents in the tender document for the work.

I/We hereby tender for the planning, designing and execution of the work as per scope mentioned in this tender document specified for the Governor of Uttar Pradesh within the time specified in Schedule 'F' viz., schedule of quantities and in accordance in all respect with the applicable municipal byelaws , regulations, Acts, NGT guidelines, specifications, designs, drawing and instructions in writing referred to in Rule-1 of General Rules and Directions and in Clause 11 of the Conditions of contract and with such materials as are provided for, by, and in accordance with, such conditions so far as applicable.

I/We agree to keep the tender open for days from the due date of its opening in case of single Bid system or... days from the date of opening of technical Bid in case tenders are invited in 2 /3 Bid system for work and not to make any modification in its terms and conditions.

I/We have deposited EMD for the prescribed amount in the office of concerned Executive Engineer as per the Bid document.

A copy of earnest money deposit receipt of prescribed amount deposited in the form of Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee (as prescribed) issued by a Commercial Bank, is scanned and uploaded (strike out as the case may be). If I/We, fail to furnish the prescribed performance guarantee within prescribed period, I/We agree that the Governor of Uttar Pradesh or his successors, in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely.

Further, if I/We fail to commence work as specified, I/ We agree that Governor of Uttar Pradesh or the successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said performance guarantee absolutely. The said Performance Guarantee shall be a guarantee to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to those in excess of that limit at the rates to be determined in accordance with the provision contained in Clause 12 of the tender form. Further, I/We agree that in case of forfeiture of Earnest Money or Performance Guarantee as aforesaid, I/We shall be debarred for participation in the re-tendering process of this work.

I/We undertake and confirm that eligible similar work(s) has/have not been got executed through another contractor on back to back basis. Further that, if such a violation comes to the notice of department, then I/We shall be debarred for tendering in NIYOJAN VIBHAG/UPPWD as per enlistment rules applicable. Also, if such a violation comes to the notice of Department before date of start of work, the Engineer-in-charge shall be free to forfeit the entire amount of Earnest Money Deposit/Performance Guarantee.

I/We hereby declare that I/We shall treat the tender documents, drawings and other records connected with the work as secret/confidential documents and shall not communicate information derived there from to any person other than a person to whom I/We am/are authorized to communicate the same or use the information in any manner prejudicial to the safety & integrity of the State.

Dated
Witness:

Signature of Contractor
Postal Address

Address:
Occupation:

ACCEPTANCE

The above tender (as modified by you as provided in the letters mentioned hereunder) is accepted by me for and on behalf of the Governor of Uttar Pradesh for a sum of Rs.

(Rupees
.....)

The letters referred to below shall form part of this contract agreement:-

- (a)
- (b)
- (c)

For & on behalf of the Governor of Uttar Pradesh.
Signatures

.....

Dated:

Designation



GOVERNMENT OF UTTAR PRADESH
PUBLIC WORKS DEPARTMENT

**General Rules &
Directions**

1. All works proposed for execution by contract will be notified in the form of invitation to tender posted on website. This form will state the work to be carried out, as well as the date for submitting and opening tenders and the time allowed for carrying out the work, also the amount of earnest money to be deposited with the tender, and the amount of the security deposit and Performance guarantee to be deposited by the successful tenderer and the percentage, if any, to be deducted from bills. Copies of the specifications, designs, drawings and any other document applicable to the work shall be open for inspection by the contractor in the office of officer inviting tender during office hours.

The work involves execution as per name of work under either EPC Mode I or Mode II or Mode III as specified in Schedule F.

Mode I involves Engineering (preparation of Architectural, structural and services design and drawings), procurement & construction by the contractor based on conceptual architectural drawings attached with the tender documents;

Mode II involves part Engineering (preparation of structural and services design and drawings), procurement & construction by the contractor based on Preliminary/ Conceptual Architectural design and drawings attached with the tender documents; detailed Architectural design and drawings may be provided by the Engineer-in-Charge in stages/ parts during execution.

Mode III involves procurement & construction by the contractor based on Architectural, structural and services design and drawings attached with the tender documents or to be provided by the Engineer-in-Charge in stages / parts during execution.

The Type of building i.e Permanent or Semi-Permanent, based on the expected economic life of the building, shall be as specified in Schedule-F.

Tenders invited in Mode I and Mode II are technology neutral. Bidders can choose any of the approved technologies depending upon type of building, other suitability conditions (such as seismic zone, number of storeys etc.) as per Schedule F under Mode I and II as per structural design, subject further to the condition that the structural system technologies categorized under Pre-cast Construction System and adopted for buildings under Seismic Zone IV as per IS 1893(Part-I) :2016 amended from time to time, shall have passed the full scale type testing for pseudo-static reversed cyclic test as detailed below:

Pseudo-Static Reversed -Cyclic Test

The test shall be conducted on typical three storeys of multi-storey building, which (a) are built with the full-scale components precast as per technology (b) are the weakest and/or most flexible, and (c) have all the typical connections of the building

in precast,

namely interior, exterior and corner wall to wall (vertical) connections, wall to slab (horizontal) connections and wall to wall (horizontal) connections, if any, as built in the original system with minimum four room layout plan.

The bottom of the first storey shall be connected to the strong floor of the test facility, and the floors of the upper storeys to the Displacement-controlled actuators of the requisite Displacement (and force) capacity. This proto-type shall be loaded with the due vertical gravity load representing service level dead and live loads. The profile of displacement loading shall be as per the force distribution profile specified in IS 1893 (part I):2016 in the Equivalent Static Method of design.

Displacement controlled loading: At least 3 loading cycles (Full positive and Full negative) at Each of the displacement excursions of 0.1%, 0.2%, 0.3%,0.4%, 0.5%, 0.75%, 1%, 1.5%, 2%, 2.5%, 3%, 3.5%, 4%, 5% and 6% drift of specimen, or failure of the specimen, whichever is earlier.

- (i) 6% drift requirement is an upper limit. Actual drift is expected to be lesser than 6% depending on:

Deformability of the building, and Flexibility of the connections.

The test may be stopped when either 6% drift or the maximum lateral force of 3 times the design base shear is reached.

- (ii) Pseudo-static reversed cyclic test does not require a Shake Table facility.

Number of samples and Frequency: One sample shall be tested unless the structure shows premature failure before reaching at least 6% overall drift, either elastically or in elastically. If the structure fails to meet 6% drift requirement, then another sample be tested to reconfirm the failure pattern observed in the first specimen. If both samples fail, said configuration of the technology shall not be adopted in the work.

One test for every new type of connection system adopted shall be conducted. If the connection type / combination of elements under approved technology are changed, either in part or in full, the system will be treated as new.

The test should have been already got conducted from any government academic institute of repute or government R&D organization in India.

The testing charges shall be borne by the contractor.

2. In the event of tender being submitted by a firm/company, it must be signed separately by each partner/director thereof or in the event of the absence of any partner/director, it must be signed on his behalf by a person holding a power of attorney authorizing him to do so, such power of attorney to be produced with the tender, and it must disclose that the firm/company is duly registered under the applicable Indian Partnership Act 1932/ Companies Act 2013.
3. Receipts for payment made on account of work, when executed by a firm/company, must also be signed by all the partners/directors, except where contractors are described in their tender as a firm/company, in which case the receipts must be signed in the name of the firm by one of the partners/directors (duly authorized by the firm/company), or by some other person having due

authority to give effectual receipts for the firm/company.

**Applicable for Item
Rate EPC Tender
(NIYOJAN
VIBHAG/UPPWD -
EPC)**

4. The rate(s) must be quoted in decimal coinage. Amounts must be quoted in full rupees by ignoring (less than and equal to) fifty paise and considering more than fifty paise as rupee one. In case the lowest tendered amount (worked out on the basis of quoted rate of Individual items) of two or more contractors is same, then such lowest contractors
May be asked to submit sealed revised offer quoting rate of each item of the schedule of quantity for all sub sections/sub heads as the case may be, but the revised quoted rate of each item of schedule of quantity for all sub sections/sub heads should not be higher than their respective original rate quoted already at the time of submission of tender. The lowest tender shall be decided on the basis of revised offer.

If the revised tendered amount (worked out on the basis of quoted rate of individual items) of two or more contractors received in revised offer is again found to be equal, then the lowest tender, among such contractors, shall be decided by draw of lots in the presence of SE of the circle or CE of the zone, EE(s) in-charge of major & minor component(s) (also DDH in case Horticulture work is also included in the tender), and the lowest contractors those have quoted equal amount of their tenders.

In case of any such lowest contractor in his revised offer quotes rate of any item more than their respective original rate quoted already at the time of submission of tender, then such revised offer shall be treated as invalid. Such case of revised offer of the lowest contractor or case of refusal to submit revised offer by the lowest contractor shall be treated as withdrawal of his tender before acceptance and 50% of his earnest money shall be forfeited.

In case all the lowest contractors those have same tendered amount (as a result of their quoted rate of individual items), refuse to submit revised offers, then tenders are to be recalled after forfeiting 50% of EMD of each lowest contractors.

Contractor, whose earnest money is forfeited because of non-submission of revised offer, or quoting higher revised rate(s) of any item(s) than their respective original rate quoted already at the time of submission of his Bid shall not be allowed to participate in the retendering process of the work.

- 4A. In case of Percentage Rate EPC tenders, contractor shall fill up percentage below/above (in figures as well as in words) the total estimated cost given in Schedule of Quantities at Schedule-A, he will be willing to execute the work. The tender submitted shall be treated as invalid if :-
- I. The contractor does not quote percentage above/below on the total amount of tender or any section/sub head of the tender.
 - II. The percentage above/below is not quoted in figures & words both on the total amount of tender or any section/sub head of the tender.
 - III. The percentage quoted above/below is different in figures & words on the total amount of tender or any section/sub head of the tender. Tenders, which propose any alteration in the work specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain

**Applicable for
Percentage Rate
EPC Tender only**

any other conditions of any sort including conditional rebates, will be summarily rejected.

- 4B. In case the lowest tendered amount (estimated cost + amount worked on the basis of percentage above/below) of two or more contractors is same, such lowest contractors will be asked to submit sealed revised offer in the form of letter mentioning percentage above/ below on estimated cost of tender including all sub sections/sub heads as the case may be, but the revised percentage quoted above/below on tendered cost or on each sub section/ sub head should not be higher than the percentage quoted at the time of submission of tender. The lowest tender shall be decided on the basis of revised offers.

In case any of such contractor refuses to submit revised offer, then it shall be treated as withdrawal of his tender before acceptance and 50% of earnest money shall be forfeited.

If the revised tendered amount of two more contractors received in revised offer is again found to be equal, the lowest tender, among such contractors, shall be decided by draw of lots in the presence of SE of the circle, or CE of the zone EE(s) in-charge of major & minor component(s) (also DDH in case Horticulture work is also included in the tender), & the lowest contractors those have quoted equal amount of their tenders.

In case all the lowest contractors those have quoted same tendered amount, refuse to submit revised offers, then tenders are to be recalled after forfeiting 50% of EMD of each contractor. Contractor(s), whose earnest money is forfeited because of non- submission of revised offer, shall not be allowed to participate in the re-tendering process of the work.

5. The officer inviting tender or his duly authorized representative will open tenders in the presence of any intending contractors who may be present at the time of opening of tenders.
6. The officer inviting tenders shall have the right of rejecting all or any of the tenders and will not be bound to accept the lowest or any other tender.
7. The receipt of an accountant or clerk for any money paid by the contractor will not be considered as any acknowledgment or payment to the officer inviting tender and the contractor shall be responsible for seeing that he procures a receipt signed by the officer inviting tender or a duly authorized Cashier.
8. In the case of Item Rate EPC Tenders, only rates quoted shall be considered.

Any tender containing percentage below/above the rates quoted is liable to be rejected. Rates quoted by the contractor in item rate EPC tender in figures and words shall be accurately filled in so that there is no discrepancy in the rates written in figures and words. However, if a discrepancy is found, the rates which correspond with the amount worked out by the contractor shall unless otherwise proved be taken as correct. If the amount of an item is not worked out by the contractor or it does not correspond with the rates written either in figures or in words, then the rates quoted by the contractor in words shall be taken as correct. Where the rates quoted by the contractor in figures and in words tally, but the amount is not worked out correctly, the rates quoted by the contractor will unless otherwise proved be taken as correct and not the amount. In event no rate has been quoted for any item(s), leaving space both in figure(s), word(s), and amount blank, it will be presumed that the contractor has included the cost of this/these item(s) in other items and rate for such item(s) will be

**Applicable for Item
Rate EPC Tender
only (NIYOJAN
VIBHAG/UPPWD -
EPC)**

considered as zero and work will be required to be executed accordingly.

However, if a tenderer quotes nil rates against any item in item rate EPC tender, the tender shall be treated as invalid and will not be considered as lowest tenderer and earnest money deposited shall be forfeited.

**Applicable for
percentage Rate
EPC Tender only
(NIYOJAN
VIBHAG/UPPWD -
EPC)**

9. In case of Percentage Rate EPC Tenders only percentage quoted shall be considered. Any tender containing item rates is liable to be rejected. Percentage quoted by the contractor in percentage rate EPC tender shall be accurately filled in figures and words, so that there is no discrepancy.
10. In Percentage Rate EPC Tender, the tenderer shall quote percentage below/above (in figures as well as in words) at which he will be willing to execute the work. He shall also work out the total amount of his offer and the same should be written in figures as well as in words in such a way that no interpolation is possible. In case of figures, the word 'Rs.' should be written before the figure of rupees and word 'P' after the decimal figures, e.g. 'Rs. 2.15P' and in case of words, the word 'Rupees' should precede and the word 'Paisa' should be written at the end.
11. (i) The Contractor whose tender is accepted, will be required to furnish performance guarantee at specified percentage of the tendered amount as mentioned in Schedule 'E' and within the period specified in Schedule F. This guarantee shall be in the form of Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt or Bank Guarantee of any Commercial Bank.
(ii) The contractor whose tender is accepted will also be required to furnish by way of Security Deposit for the fulfillment of his contract, an amount equal to 2.5% of the tendered amount of the work. The Security deposit will be collected by deductions from the running bills as well as final bill of the contractor at the rates mentioned above. The Security amount will also be accepted in the shape of Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt or Bank Guarantee from any of the Commercial Banks will be accepted for this purpose provided confirmatory advice is enclosed.
12. On acceptance of the tender, the name of the accredited representative(s) of the contractor who would be responsible for taking instructions from the Engineer-in-Charge shall be communicated in writing to the Engineer-in-Charge.
13. GST or any other tax applicable in respect of inputs procured by the contractor for this contract shall be payable by the Contractor and Government will not entertain any claim whatsoever in respect of the same. However, component of GST at time of supply of service (as provided in CGST Act 2017) provided by the contract shall be varied if different from that applicable on the last date of receipt of tender including extension if any. Accordingly, payment or recovery shall be done.
14. The contractor shall give a list of both gazetted and non-gazetted UPPWD employees related to him.
15. The tender for composite work includes, in addition to building work, all other works such as sanitary and water supply installations drainage installation, electrical work, horticulture work, roads and paths etc.

(i) **CONDITIONS OF CONTRACT**

- (ii) 1. The EPC Contract means the documents

Definitions

forming the tender and acceptance thereof and the formal agreement executed between the competent authority on behalf of the Governor of Uttar Pradesh and the Contractor, together with the documents referred to therein including conditions, specifications, designs, drawings and instructions issued from time to time by the Engineer-in-Charge and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.

- (iii) In the contract, the following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them:
- (iv) The expression, works or work shall, unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent, and whether original, altered, substituted or additional.
- (v) The Site shall mean the land, places on, into or where work is to be executed under the contract or any adjacent land, path or street or where work is to be executed under the contract or any adjacent land, path or street which may be temporally allotted or used for the purpose of carrying out the contract.
- (vi) The Contractor shall mean the individual, firm or company, whether incorporated or not, undertaking the works and shall include the legal personal representative of such individual or the persons composing such firm or company, or the successors of such firm or company and the permitted assignees of such individual, firm or company.
- (vii) The Governor means the Governor of Uttar Pradesh and his successors.
- (viii) Government or Government of Uttar Pradesh shall mean the governor of Uttar Pradesh.
- (ix) The Engineer-in-charge means the Engineer Officer who shall supervise and be in charge of the work and who shall sign the contract on behalf of the Governor of Uttar Pradesh as mentioned in Schedule 'F' hereunder.
- (x) The term Director General includes Special Director General/Additional Director General/ Chief Engineer.
- (xi) Accepting Authority shall mean the authority mentioned in Schedule F '.
- (xii) Excepted Risk are risks due to riots (other than those on account of contractor's employees), war (whether declared or not) invasion, act of foreign enemies, hostilities, civil war, rebellion revolution, insurrection, military or usurped power, any acts of Government, damages from aircraft, acts of God, such as earthquake, lightening, unprecedented floods and other causes over which the contractor has no control and accepted as such by the Accepting Authority or causes solely due to use or occupation by Government of the part of the works in respect of which a certificate of completion has been issued or a cause solely due to Government's faulty design of works.
- (xiii) Market Rate shall be the rate as decided by the Engineer-in-charge on the basis of the cost of materials and labour at the site where the work is to be executed plus applicable overheads and profits as mentioned in schedule F.
- (xiv) Provided that no extra overheads and profits shall be payable on the part(s) of work assigned to other agency(s) by the contractor as per terms of contract.
- (xv) Schedule(s) referred to in these conditions shall mean the relevant schedule(s) annexed to the tender documents or the standard Schedule of Rates of the

government mentioned in Schedule 'F' hereunder, with the amendments thereto issued upto the date of receipt of the tender.

(xvi) Department means Niyojan Viabhag/UPPWD or any department of Government of Uttar Pradesh which invites tenders on behalf of Governor of Uttar Pradesh as specified in schedule 'F'.

(xvii) District Specifications means the specifications followed by the State Government in the area where the work is to be executed.

(xviii) Tendered value means the value of the entire work as stipulated in the letter of award.

(xix) Date of commencement of work: The date of commencement of work shall be the date of start as specified in schedule ' F ' or the first date of handing over of the site, whichever is later, in accordance with the phasing if any, as indicated in the tender document.

Scope and Performance

(xx) GST shall mean Goods and Service Tax - Central, State and Inter State.

(xxi) Where the context so requires, words imparting the singular only also include the plural and vice versa. Any reference to masculine gender shall whenever required include feminine gender and vice versa.

Works to be carried out

(xxii) Headings and Marginal notes to these General Conditions of Contract shall not be deemed to form part thereof or be taken into consideration in the interpretation or construction thereof or of the contract.

(xxiii) The contractor shall be furnished, free of cost one certified copy of the contract documents except standard specifications, Schedule of Rates and such other printed and published documents, together with all drawings as may be forming part of the tender documents. None of these documents shall be used for any purpose other than that of this contract.

Sufficiency of Tender

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

Discrepancies and Adjustment of Errors

(xxv) The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates quoted in the Schedule of Quantities, which rates and prices shall, except as otherwise provided, cover all his obligations under the Contract and all matters and things necessary for the proper completion and maintenance of the works.

The several documents forming the Contract are to be taken as mutually explanatory of one another, detailed drawings being followed in preference to small scale drawing and figured dimensions in preference to scale and special conditions in preference to General Conditions.

8.1 In the case of discrepancy between the schedule of Quantities, the Specifications and/ or the Drawings, the following order of preference shall be observed:

(i) Corrigendum, Prebid Meeting Minutes

- (ii) Master Plan, Concept designs & Tender Drawings along with Design Basis Report (DBR). In case of discrepancies between drawings & DBR, drawings shall prevail over DBR.
- (iii) Specific Conditions of Contract.
- (iv) General Conditions of Contract, NIT, ITB.
- (v) Technical Specifications.
- (vi) CPWD Specifications.
- (vii) Indian Standard Specifications of BIS
- (viii) National Building Code, 2016 & ECBC.
- (ix) Sound engineering practices and as per directions of the Engineer-in-Charge.

8.2 If there are varying or conflicting provisions made in any one document forming part of the contract, the Accepting Authority shall be the deciding authority with regard to the intention of the document and his decision shall be final and binding on the contractor.

8.3 Any error in description, quantity or rate in Schedule of Quantities or any omission therefrom shall not vitiate the Contract or release the Contractor from the execution of the whole or any part of the works comprised therein according to drawings and specifications or from any of his obligations under the contract.

Signing of Contract

3. The successful tenderer/contractor, on acceptance of his tender by the Accepting Authority, shall, within 15 days from the stipulated date of start of the work, sign the contract consisting of:
 - (i) The notice inviting tender, all the documents including drawings, if any, forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.
 - (ii) Standard CPWD/ UPPWD Form as mentioned in Schedule 'F' consisting of:
 - (a) Various standard clauses with corrections up to the date stipulated in Schedule 'F' along with annexures thereto.
 - (b) CPWD/ UPPWD Safety Code.
 - (c) Model Rules for the protection of health, sanitary arrangements for workers employed by NIYOJAN VIBHAG/UPPWD or its contractors.
 - (d) UPPWD Contractor's Labour Regulations.
 - (e) List of Acts and omissions for which fines can be imposed.
 - (iii) No payment for the work done will be made unless contract is signed by the contractor.

GENERAL CONDITION OF CONTRACT CLAUSES OF CONTRACT

Clause 1

Performance Guarantee

- (i) The contractor shall submit an irrevocable Performance Guarantee at specified percentage of the tendered amount as mentioned in Schedule 'E', in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement, (not withstanding and/or without prejudice to any other provisions in the contract) within period specified in Schedule 'F' from the date of issue of letter of acceptance. This period can be further extended by the

Engineer-in-Charge up to a maximum period as specified in schedule 'F' on written request of the contractor stating the reason for delays in procuring the Performance Guarantee, to the satisfaction of the Engineer-in-Charge. This Guarantee shall be in the form of Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt or Bank Guarantee from any of the Commercial Banks. In case a fixed deposit receipt of any Bank is furnished by the contractor to the Government as part of the performance guarantee and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the Government to make good the deficit.

- (ii) The Performance Guarantee shall be submitted by the contractor on format as per GCC and shall be initially valid up to the stipulated date of completion plus minimum 6 months beyond that. In case the time for completion of work gets enlarged, the contractor shall get the validity of Performance Guarantee extended to cover such enlarged time for completion of work. After recording of the completion certificate for the work by the competent authority, the performance guarantee shall be returned to the contractor, without any interest. However, in case of contracts involving maintenance of building and services/any other work after construction of same building and services/other work, then 50% of Performance Guarantee shall be retained as Security Deposit. The same shall be returned year wise proportionately.
- (iii) The Engineer-in-Charge shall not make a claim under the performance guarantee except for amounts to which the Governor of Uttar Pradesh is entitled under the contract (notwithstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:
 - (a) Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer-in-Charge may claim the full amount of the Performance Guarantee.
 - (b) Failure by the contractor to pay Governor of Uttar Pradesh any amount due, either as agreed by the contractor or determined under any of the Clauses/Conditions of the agreement, within 30 days of the service of notice to this effect to the contractor by Engineer-in-Charge.
- (iv) In the event of the contract being determined or rescinded under provision of any of the Clause/Condition of the agreement, the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of the Governor of Uttar Pradesh.
- (v) On substantial Completion of any work which has been completed to such an extent that the intended purpose of the work is met and ready to use, then a provisional Completion certificate shall be recorded by the Engineer-in-Charge. The provisional certificate so recorded shall be appended with a list of outstanding balance items of work that need to be completed in accordance with the provisions of the contract.

This provisional completion certificate shall be recorded by the concerned Engineer-in-Charge with the approval of Superintending Engineer / Chief Engineer, if required. After recording of the provisional Completion Certificate for the work by the competent authority, the 80 % of performance guarantee shall be returned to the contractor, without any interest.

However, in case of contracts involving Maintenance of building and services /any other work after construction of same building and services/ other work, then

40% of performance guarantee shall be returned to the contractor, without any interest after recording the provisional Completion certificate.

Clause 1A

Recovery of Security Deposit

The person(s) whose tender may be accepted (hereinafter called the contractor) shall permit Government at the time of making any payment to him for work done under the contract to deduct a sum at the rate of 2.5% of the gross amount of each running and final bill till the sum deducted will amount to security deposit of 2.5% of the tendered amount of the work. Such deductions will be made and held by Government by way of Security Deposit unless he/they has/have deposited the amount of Security at the rate mentioned above in the form of Government Securities or fixed deposit receipts. In case a fixed deposit receipt of any Bank is furnished by the contractor to the Government as part of the security deposit and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the Government to make good the deficit.

All compensations or the other sums of money payable by the contractor under the terms of this contract may be deducted from or paid by the sale of a sufficient part of his security deposit or from the interest arising there from, or from any sums which may be due to or may become due to the contractor by Government on any account whatsoever and in the event of his Security Deposit being reduced by reason of any such deductions as aforesaid, the contractor shall within 10 days make good by submitting Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque of commercial Banks or Government Securities (if deposited for more than 12 months) endorsed in favour of the Engineer-in-charge any sum or sums which may have been deducted from or raised by sale of his security deposit or any part thereof. The security deposit shall be collected from the running bills and the final bill of the contractor at the rates mentioned above.

The security deposit as deducted above can be released against bank guarantee issued by a commercial bank, on its accumulations to a minimum of Rs. 5 lac subject to the condition that amount of such bank guarantee, except last one, shall not be less than Rs. 5 lac. Provided further that the validity of bank guarantee shall be in conformity with provisions contained in clause 17 which shall be extended from time to time depending upon extension of contract granted under provisions of clause 2 and clause 5.

In case of contracts involving maintenance of building and services/any other work after construction of same building and services/other work, then 50% of Performance Guarantee shall be retained as Security Deposit. The same shall be returned year wise proportionately.

Note-1: Government papers tendered as security will be taken at 5% (five per cent) below its market price or at its face value, whichever is less. The market price of Government paper would be ascertained by the Engineer-in-charge at the time of collection of interest and the amount of interest to the extent of deficiency in value of the Government paper will be withheld if necessary.

Note-2: Government Securities will include all forms of Securities mentioned in Rule No. 274 of the G.F. Rules except fidelity bond. This will be subject to the observance of the condition mentioned under the rule against each form of security.

Note-3: Note 1 & 2 above shall be applicable for both clause 1 and 1A

Compensation for Delay

Clause 2

If the contractor fails to maintain the required progress in terms of clause 5 or to complete the work and clear the site on or before the stipulated completion date or justified extended date of completion determined as per clause 5 (excluding any extension under clause 5.5) also considering any extension granted under clauses 12 and 15, he shall, without prejudice to any other right or remedy available under the law to the Government on account of such breach, pay as compensation, the amount calculated as below :

- (i) Compensation for delay of work @ 0.75% of accepted tendered amount per month of delay (to be computed on per day basis)

Provided further that the total amount of compensation for delay to be paid under this condition shall not exceed 5 % (five percent) of the accepted Tendered Value of work or of the accepted Tendered Value of the Sectional part of work as mentioned in Schedule 'F' for which a separate period of completion is originally given.

The period of delay solely attributable to contractor shall be computed as the time taken by contractor going beyond the 'justified date of completion' as determined by the authority specified in schedule F under clause 5. Further, in case where the contractor is entitled to additional time under clause 12 and /or clause 15, that shall also be accounted for while deciding the net period of delay. In case, the authority specified in schedule F decides to levy compensation during the progress of work, the period of delay attributable to contractor shall be computed (by such authority) as the period by which the progress is behind the schedule on date of such decision, after due consideration of justified extension at that stage of work.

In case no compensation has been decided by the authority in Schedule 'F' during the progress of work, this shall be no waiver of right to levy compensation by the said authority if the work remains incomplete on final justified extended date of completion.

If the Engineer in Charge decides to give further extension of time allowing performance of work beyond the justified extended date the contractor shall be liable to pay compensation for such extended period. The levy of compensation under this clause shall be without prejudice to the right of action by the Engineer-in-charge under clause 3 or any other clause in contract.

In case action under clause 2 has not been finalized and the work has been determined under clause 3, the right of action under clause 2 shall remain post determination of contract and in such case the levy of compensation shall be for days the progress is behind the schedule on date of determination, as assessed by the authority in Schedule F, after due consideration of justified extension. The compensation for delay, if not decided before the determination of contract, shall be decided after of determination of contract. Further, in such case where the contract has been determined, the total amount of recovery against compensation under clause 2 plus that under clause 3 (i.e. forfeiture of security deposit, performance guarantee) shall not exceed 8 % of the accepted tendered value of work.

The amount of compensation may be adjusted or set-off against any sum payable to the Contractor under this or any other contract with the Government.

In case, the contractor does not achieve a particular milestone mentioned in schedule F, or the re-scheduled milestone(s) in terms of Clause 5, the amount shown against that milestone shall be withheld, to be adjusted against the compensation levied as above. With-holding of this amount on failure to achieve a milestone, shall be automatic

without any notice to the contractor. However, if the contractor catches up with the progress of work on the subsequent milestone(s), the withheld amount shall be released. In case the contractor fails to make up for the delay in subsequent milestone(s), amount mentioned against each milestone missed subsequently also shall be withheld. The amount so withheld can be released against BG/ FDR from a commercial bank of equivalent amount. Further, no interest, whatsoever, shall be payable on such withheld amount.

Clause 3

When Contract can be Determined

Subject to other provisions contained in this clause, the Engineer-in-Charge may, without prejudice to his any other rights or remedy against the contractor in respect of any delay, not following safety norms, 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, by notice in writing absolutely determine the contract in any of the following cases:

- (i) If the contractor having been given by the Engineer-in-charge 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 or un-workman like manner shall omit to comply with the requirement of such notice for a period of seven days thereafter.
- (ii) If the contractor has, without reasonable cause, suspended the progress of the work or has failed to proceed with the work with due diligence and continues to do so after a notice in writing of seven days from the Engineer-in-Charge.
- (iii) If the contractor fails to complete the work or section of work with individual date of completion on or before the stipulated or justified extended date, on or before such date of completion; and the Engineer in Charge without any prejudice to any other right or remedy under any other provision in the contract has given further reasonable time in a notice given in writing in that behalf as either mutually agreed or in absence of such mutual agreement by his own assessment making such time essence of contract and in the opinion of Engineer-in-Charge the contractor will be unable to complete the same or does not complete the same within the period specified.
- (iv) If the contractor persistently neglects to carry out his obligations under the contract and/ or commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Engineer-in-Charge.
- (v) If the contractor shall offer or give or agree to give to any person in Government service or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract for Government.

If the contractor shall enter into a contract with Government in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and the terms of payment thereof have been previously disclosed in writing to the Engineer-in-Charge.

- (i) If the contractor had secured the contract with Government as a result of wrong tendering or other non-bonafide methods of competitive tendering or commits breach of Integrity Agreement.
- (ii) If the contractor being an individual, or if a firm, any partner thereof shall at any time

be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purport so to do, or if any application be made under any Insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors.

- (iii) If the contractor being a company shall pass a resolution or the 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 court or the creditor to appoint a receiver or a manager or which entitle the court to make a winding up order.
- (iv) If the contractor shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days.
- (v) If the contractor assigns (excluding part(s) of work assigned to other agency(s) by the contractor as per terms of contract), transfers, sublets (engagement of labour on a piece-work basis or of labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or otherwise parts with or attempts to assign, transfer, sublet or otherwise parts with the entire works or any portion thereof without the prior written approval of the Engineer -in-Charge. When the contractor has made himself liable for action under any of the cases aforesaid, the Engineer-in-Charge on behalf of the Governor of Uttar Pradesh shall have powers:
 - (a) To determine the contract as aforesaid so far as performance of work by the Contractor is concerned (of which determination notice in writing to the contractor under the hand of the Engineer-in-Charge shall be conclusive evidence). Upon such determination, the performance guarantee shall stand forfeited in full, Security Deposit already recovered and Security deposit recoverable shall be liable to be forfeited and shall be absolutely at the disposal of the Government.
 - (b) After giving notice to the contractor to measure up the work of the contractor and to take such whole, or the balance or part thereof, as shall be un-executed out of his hands and to give it to another contractor to complete the work. The contractor, whose contract is determined as above, shall not be allowed to participate in the tendering process for the remaining work which may include any new items to complete the work. In the event of above courses being adopted by the Engineer- in-Charge, the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any materials or entered into any engagements or made any advances on account or with a view to the execution of the work or the performance of the contract. And in case action is taken under any of the provision aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work thereof or actually performed under this contract unless and until the Engineer-in-Charge has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

Clause 3A

In case, the work including planning designing and execution as per scope of contract cannot be started due to reasons not within the control of the contractor within 1/8th of the stipulated time for completion of work or 180 days whichever is higher, either party may close the contract by giving notice to the other party stating the reasons. In such eventuality, the Performance Guarantee of the contractor shall be refunded within 30 days of closing of the contract.

Contractor liable to pay compensation even if action not taken under Clause 3

Neither party shall claim any compensation for such eventuality. This clause is not applicable for any breach of the contract by either party.

Clause 4

In any case in which any of the powers conferred upon the Engineer-in-Charge by Clause 3 thereof, shall have become exercisable and the same are not exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any future case of default by the contractor and the liability of the contractor for compensation shall remain unaffected. In the event of the Engineer-in-Charge putting in force all or any of the powers vested in him under the preceding clause he may, if he so desires after giving a notice in writing to the contractor, take possession of (or at the sole discretion of the Engineer-in-Charge which shall be final and binding on the contractor) use as on hire (the amount of the hire money being also in the final determination of the Engineer-in-Charge) all or any tools, plant, materials and stores, in or upon the works, or the site thereof belonging to the contractor or procured by the contractor and intended to be used for the execution of the work/or any part thereof, paying or allowing for the same in account at the contract rates, or, in the case of these not being applicable, at current market rates to be certified by the Engineer-in-Charge, whose certificate thereof shall be final, and binding on the contractor, clerk of the works, foreman or other authorized agent to remove such tools, plant, materials, or stores from the premises (within a time to be specified in such notice) in the event of the contractor failing to comply with any such requisition, the Engineer-in-Charge may remove them at the contractor's expense or sell them by auction or private sale on account of the contractor and his risk in all respects and the certificate of the Engineer-in-Charge as to the expenses of any such removal and the amount of the proceeds and expenses of any such sale shall be final and conclusive against the contractor.

Time and Extension for Delay

Clause 5

The time allowed for execution of the Works as specified in the Schedule 'F' or the extended time in accordance with these conditions shall be the essence of the Contract. The execution of the work shall commence from such date as mentioned in schedule 'F' or from the date of handing over of the site, as notified by the Engineer-in-Charge, whichever is later. If the Contractor commits default in commencing the execution of the work as aforesaid and such default continues even after 10 days after a notice in writing has been given by the Engineer in charge, the performance guarantee shall be forfeited by the Engineer in Charge and shall be absolutely at the disposal of the Government without prejudice to any other right or remedy available in law. The contract shall stand determined when such decision regarding the forfeiture of the performance guarantee is communicated to the contractor.

5.1.1 The contractor shall within 10 (ten) working days of award of work, submit a time program to the Engineer-in Charge. Such program shall be made in due consideration of:

- (a) Schedule of handing over of site as specified in the Schedule 'F'
- (b) Schedule of issue of designs as specified in the Schedule 'F',

Further, program shall be prepared using the mutually agreed format/software or in other format/software as directed by Engineer-in-Charge. The said program shall be in direct relation to the time stated in the Contract document for completion of

items of the works. It shall indicate the forecast of the dates of commencement and completion of various trades/ sections of the work and may be amended as necessary by agreement between the Engineer-in-Charge and the Contractor, within the limitations of overall time imposed in the Contract documents.

5.1.2 The Engineer-in-Charge shall within 10 (ten) working days of receipt of such program, make modifications, if any and communicate the approved program to the contractor. In case of non- submission of construction program by the contractor, the program prepared by the Engineer-in-Charge shall be deemed to be final. Such program by the Engineer-in-Charge shall not relieve the contractor of any of the obligations under the contract.

5.1.3 The contractor shall submit the progress report using the mutually agreed software or in other format decided by Engineer-in-Charge for the work done during previous month to the Engineer-in-charge on or before 5th day of each month, failing which a recovery as per Schedule F shall be made as agreed compensation and shall be recovered from the next running account bill without any notice.

5.2 Delays due to reasons beyond the control of both parties:

If the work(s) be delayed by:-

- (i) force majeure, or
- (ii) abnormally bad weather, or
- (iii) serious loss or damage by fire, or
- (iv) civil commotion, local commotion of workmen, strike or lockout, affecting any of the trades employed on the work, or
- (v) delay on the part of other contractors or tradesmen engaged by Engineer-in- Charge in executing work not forming part of the Contract, or
- (vi) any other cause like above which, in the reasoned opinion of the Engineer-in- Charge is beyond the control of both parties then upon the happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the Authority indicated in schedule F.

The said authority, on receipt of such notice, considering the factual ground situation, give a fair and reasonable 'justified extension of time' and reschedule the mile stones for completion of work.

The contractor shall have no claim of damages against the delays listed in this sub clause i.e. sub clause 5.2. The contractor shall have no claim of damages for extension of time granted or rescheduling of milestone/s for events listed in sub clause 5.2.

5.3 Delays attributable to the Department and the Concurrent delays:

In case the work is hindered, by the Department or for any reason / event, for which the Department is responsible, the Contractor shall immediately give notice thereof to the authority indicated in schedule F. The said authority shall, after verification of facts, give a fair and reasonable 'justified extension of time' and reschedule the mile stones for completion of work. Such extension of time or rescheduling of milestone/s shall be without prejudice to any other right or remedy of the parties in contract or in law, provided further that for the concurrent delays i.e. the delays occurring concurrently due to the defaults of both the parties, the contractor be entitled for extension of time but shall have no claim of damages.

5.4 Rescheduling of milestones and 'Justified extended date'

The request for rescheduling the Mile stones or extension of time, shall be made by the Contractor in writing within fourteen days of the happening of the event causing delay on the prescribed forms i.e. Form of application by the contractor for seeking rescheduling of milestones or Form of application by the contractor for seeking extension of time (Appendix -XVI) to the authority as indicated in Schedule 'F'. The Contractor shall indicate in such a request the period by which rescheduling of milestone/s or extension of time is desired.

The authority as indicated in Schedule 'F', after examining the request, shall give a fair and reasonable 'justified extension of time' for completion of work and simultaneously reschedule the mile stones. In event of non-application by the contractor for extension of time, the authority as indicated in schedule F, after affording opportunity to the contractor, may give, fair and reasonable justified extension and reschedule the milestones, within a reasonable period of occurrence of the event causing delay. Such justified extension of time shall determine the 'justified extended date' of completion of work.

5.5 Delays beyond the 'justified extended date'

(delays attributable solely to the contractor):

In case the work is delayed by reasons solely attributable to contractor i.e. for the reasons beyond the events/reasons stated in clause 5.2 & clause 5.3, requiring the execution of work beyond the 'justified extended date' (as stated in clause 5.4), the authority indicated in schedule F, without prejudice to the provisions under clause 3, may grant extension of time required for completion of work without rescheduling the milestones and without altering the 'justified extended date'. In such case, the contractor shall be liable for levy of compensation for such delay/such period of extension of time (i.e. for the period beyond the 'justified extended date' as determined in clause 5.4) and this default of contractor shall be dealt in conjunction with clause 2 of contract document.

5.6 It is a term of contract that the authority indicated in schedule F while deciding the extension of time case as per clause 5.1 to 5.5, shall also segregate the overall period of delay in following categories:

- (a) delays due to reasons beyond the control of both parties (under clause 5.2)
- (b) delays attributable solely to the Department (under clause 5.3)
- (c) concurrent delays (under clause 5.3)
- (d) delays solely attributable to contractor (under clause 5.5)

5.7 Online record of hinderances:

The Engineer-in-Charge may require the contractor to give notice of hinderances on any online system devised by him. All the notices of hinderances have to be submitted through such online system by the contractor timely to claim extension of time/ rescheduling of milestone(s). The contractor shall not be entitled for any damages in case such online notices are not given timely by the contractor.

measurement the value of work done in accordance with the contract.

All measurements as per the stage payments mentioned in Schedule F having financial value shall be entered by the contractor and compiled in the shape of the Computerized Measurement Book having pages of A-4 size as per the format of the department so that a complete record is obtained of all the stages of works performed under the contract.

All such measurements recorded by the contractor or his authorized representative from time to time, during the progress of the work, shall be got checked by the contractor from the Engineer-in-Charge or his authorized representative as per interval or program fixed in consultation with Engineer-in-Charge or his authorized representative. After the necessary corrections made by the Engineer-in-Charge, the measurement sheets shall be returned to the contractor for incorporating the corrections and for resubmission to the Engineer-in-Charge for the dated signatures by the Engineer-in-Charge and the contractor or their representatives in token of their acceptance.

Whenever bill is due for payment, the contractor would initially submit draft computerized measurement sheets and these measurements would be got checked/test checked from the Engineer-in-Charge and/or his authorized representative. The contractor will, thereafter, incorporate such changes as may be done during these checks/test checks in his draft computerized measurements, and submit to the department a computerized measurement book, duly bound, and with its pages machine numbered. The Engineer-in-Charge and/or his authorized representative would thereafter check this MB, and record the necessary certificates for their checks/test checks.

The final, fair, computerized measurement book given by the contractor, duly bound, with its pages machine numbered, should be 100% correct. No cutting or over-writing in the measurements would thereafter be allowed. If at all any error is noticed, the contractor shall have to submit a fresh computerized MB with its pages duly machine numbered and bound, after getting the earlier MB cancelled by the department. Thereafter, the MB shall be taken in the Divisional Office records, and allotted a number as per the Register of Computerized MBs. This should be done before the corresponding bill is submitted to the Division Office for payment. The contractor shall submit two spare copies of such computerized MB's for the purpose of reference and record by the various officers of the department.

The contractor shall also submit to the Engineer-in-Charge separately his computerized Abstract of Cost and the bill based on these measurements, duly bound, and its pages machine numbered along with two spare copies of the bill. Thereafter, this bill will be processed by the Division Office and allotted a number as per the computerized record in the same way as done for the measurement book meant for measurements.

The contractor shall, without extra charge, provide all assistance with every appliance, labour and other things necessary for checking of measurements by the Engineer-in-Charge or his representative.

Except where any general or detailed description of the work expressly shows to the contrary, measurements shall be taken in accordance with the procedure set forth in the contract notwithstanding any provision in the relevant Standard Method of measurement or any general or local custom.

The contractor shall give not less than seven days' notice to the Engineer-in-Charge or his authorized representative in charge of the work before covering up or otherwise placing beyond the reach of checking and/or test checking the measurement of any work in order that the same may be checked and/or test checked and correct dimensions thereof be

taken before the same is covered up or placed beyond the reach of checking and/or test checking measurement and shall not cover up and place beyond reach of measurement any work without consent in writing of the Engineer-in-Charge or his authorized representative in charge of the work who shall within the aforesaid period of seven days inspect the work, and if any work shall be covered up or placed beyond the reach of checking and/or test checking measurements without such notice having been given or the Engineer-in-Charge's consent being obtained in writing the same shall be uncovered at the Contractor's expense, or in default thereof no payment or allowance shall be made for such work or the materials with which the same was executed.

Engineer-in-Charge or his authorized representative may cause either themselves or through another officer of the department to check the measurements recorded by contractor and all provisions stipulated herein above shall be applicable to such checking of measurements or levels.

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

Payment on intermediate certificate to be regarded as Advances

Clause 7

The running account bills shall be submitted by the contractor for the work executed on the basis of such recorded measurements as per Clause 6 on the format of the Department in triplicate on or before the date of every month fixed for the same by the Engineer-in-Charge. The contractor shall not be entitled to be paid any such interim payment if the gross work done together with net payment/ adjustment of advances for material collected, if any, since the last such payment is less than the amount specified in Schedule 'F', in which case the interim bill shall be prepared on the appointed date of the month after the requisite progress is achieved. Engineer-in-Charge shall arrange to have the bill verified In the event of the failure of the contractor to submit the bills, no claims whatsoever due to delays on payment including that of interest shall be payable to the contractor. Payment on account of amount admissible shall be made by the Engineer-in-Charge certifying the sum to which the contractor is considered entitled by way of interim payment at such rates as decided by the Engineer- in-Charge.

An amount of ad-hoc payment not less than 75% of the net amount of the bill under check, shall be made within 10 working days of submission of the bill. The remaining payment is also to be made after final checking of the bill within 28 working days of submission of bill by the contractor. In case of delay in payment of intermediate bills after 45 days of submission of bill by the contractor, provided the bill submitted by the contractor found to be in order, a simple interest @ 5% (five percent) per annum shall be paid to the contractor from the date of expiry of prescribed time limit.

All such interim payments shall be regarded as payment by way of advances against final payment only and shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be rejected, removed, taken away and reconstructed or re-erected. Any certificate given by the Engineer-in-Charge relating to the work done or materials delivered forming If

the revised tendered amount (worked out on the basis of quoted rate of individual items) part of such payment, may be modified or corrected by any subsequent such certificate(s) or by the final certificate and shall not by itself be conclusive evidence that

any work or materials to which it relates is/are in accordance with the contract and specifications. Any such interim payment, or any part thereof shall not in any respect conclude, determine or affect in any way powers of the Engineer-in-Charge under the contract or any of such payments be treated as final settlement and adjustment of accounts or in any way vary or affect the contract.

Pending consideration of extension of date of completion, interim payments shall continue to be made as herein provided without prejudice to the right of the department to take action under the terms of this contract for delay in the completion of work, if the extension of date of completion is not granted by the competent authority.

Clause 7A

Payment to third party

No Running Account Bill shall be paid for the work till the applicable labour licenses, registration with EPFO, ESIC and BOCW Welfare Board, whatever applicable are submitted by the contractor to the Engineer-in-Charge.

Clause 7B

If the exigencies of the work so demand, the engineer-in-charge may allow payment to a third party, who is creditor to the contractor, after fulfilling the following conditions.

- (a) The contractor gives an authority letter addressed to the engineer-in-charge on a non-judicial stamp paper of Rs.100 in the format given below.

I/We authorize the Executive Engineer,.....Division, UPPWD to pay directly on my/our behalf to (name of the third party) an amount of Rs.....(Rupees..... in words) for the work done or supplies made by (name of the third party). I/We shall be responsible for the quality and quantity of the same under the provisions of agreement number

Signature of the contractor

- (b) The total payment to third party (or parties) shall not exceed 10% of the agreement cost of the work.

Completion Certificate and Completion Plans

Full reasons for proposing such third party payment shall be recorded and prior written approval of the next higher authority shall be obtained before making such payment.

Clause 8

Within ten days of the completion of the work, the contractor shall give notice of such completion to the Engineer-in-Charge and within thirty days of the receipt of such notice, the Engineer-in-Charge shall inspect the work and if there is no defect in the work, shall furnish the contractor with a final certificate of completion, otherwise a provisional certificate of physical completion indicating defects (a) to be rectified by the contractor and/or (b) for which payment will be made at reduced rates, shall be issued. But no final certificate of completion shall be issued, nor shall the work be considered to be complete until the contractor shall have removed from the premises on which the work shall be executed all scaffolding, surplus materials, rubbish and all huts and sanitary arrangements required for his/their work people on the site in connection

with the execution of the works as shall have been erected or constructed by the contractor(s) and cleaned off the dirt from all wood work, doors, windows, walls, floor or other parts of the building, in, upon, or about which the work is to be executed or of which he may have had possession for the purpose of the execution, thereof, and not until the work shall have been measured by the Engineer-in-Charge. If the contractor fails to comply with the requirements of this Clause as to removal of scaffolding, surplus materials and rubbish and all huts and sanitary arrangements as aforesaid and cleaning off dirt on or before the date fixed for the completion of work, the Engineer-in-Charge may at the expense of the contractor remove such scaffolding, surplus materials and rubbish etc., and dispose off the same as he thinks fit and clean off such dirt as aforesaid, and the contractor shall have no claim in respect of scaffolding or surplus materials or final cleaning work as aforesaid except for any sum actually realized by the sale thereof.

Clause 8A

The contractor shall submit completion plans for Internal and External Civil, Electrical and Mechanical Services within thirty days of the completion of the work.

Completion Plans to be Submitted by the Contractor

In case, the contractor fails to submit the completion plan as aforesaid, he shall be liable to pay a sum of 0.1 % (zero point one percent) of Tendered Value or limit prescribed in Schedule F whichever is more as may be fixed by the authority as mentioned in Schedule F and in this respect the decision of the that authority shall be final and binding on the contractor.

Clause 9

Payment of Final Bill

The final bill shall be submitted by the contractor in the same manner as specified in interim bills within three months of physical completion of the work or within one month of the date of the final certificate of completion furnished by the Engineer-in-Charge whichever is earlier. No further claims shall be made by the contractor after submission of the final bill and these shall be deemed to have been waived and extinguished. Payments of those items of the bill in respect of which there is no dispute and of items in dispute, for quantities and rates as approved by Engineer-in-Charge, will, as far as possible be made within the period of three months the period being reckoned from the date of receipt of the bill by the Engineer-in-Charge or his authorized Asstt. Engineer.

If the final bill is submitted by the contractor within the period specified above and delay in payment of final bills is made by the department after prescribed time limit, a simple interest @ 5 % (five percent) per annum shall be paid to the contractor from the date of expiry of prescribed time limit, provided the final bill submitted by the contractor is found to be in order.

Clause 9A

Payments due to the contractor may, if so desired by him, be made to his bank, registered financial, co-operative or thrift societies or recognized financial institutions instead of direct to him provided that the contractor furnishes to the Engineer-in-Charge (1) an authorization in the form of a legally valid document such as a power of attorney conferring authority on the bank, registered financial, co-operative or thrift societies or recognized financial institutions to receive payments and (2) his own acceptance of the correctness of the amount made out as being due to him by Government or his signature on the bill or other claim preferred against Government before settlement by the Engineer-in-Charge of the account or claim by payment to the bank, registered financial, co-operative or thrift societies or recognized financial institutions. While the

**Payment of
Contractors Bills to
Banks**

receipt given by such banks registered financial, co-operative or thrift societies or recognized financial institutions shall constitute a full and sufficient discharge for the payment, the contractor shall whenever possible present his bills duly receipted and discharged through his bank, registered financial, co-operative or thrift societies or recognized financial institutions.

Nothing herein contained shall operate to create in favour of the bank, registered financial, co-operative or thrift societies or recognized financial institutions any rights or equities vis-a- vis the Governor of Uttar Pradesh.

Clause 10A

The contractor shall, at his own expense, provide all materials, required for the works other than those which are stipulated to be supplied by the Government.

**Materials to be
provided by the
Contractor**

The contractor shall, at his own expense and without delay supply to the Engineer-in-Charge samples of materials to be used on the work and shall get these approved in advance. All such materials to be provided by the Contractor shall be in conformity with the specifications laid down or referred to in the contract. The contractor shall, if requested by the Engineer-in- Charge furnish proof, to the satisfaction of the Engineer-in-Charge that the materials so comply. The Engineer-in-Charge shall within thirty(30) days of supply of samples or within such further period as he may require intimate to the Contractor in writing whether samples are approved by him or not. If samples are not approved, the Contractor shall forthwith arrange to supply to the Engineer-in-Charge for his approval, fresh samples complying with the specifications laid down in the contract. When materials are required to be tested in accordance with specifications, approval of the Engineer-in-Charge shall be issued after the test results are received.

The Contractor shall at his cost submit the samples of materials to be tested or analyzed and shall not make use of or incorporate in the work any materials represented by the samples until the required tests or analysis have been made and materials finally accepted by the Engineer-in-Charge. The Contractor shall not be eligible for any claim or compensation either arising out of any delay in the work or due to any corrective measures required to be taken on account of and as a result of testing of materials.

The contractor shall, at his cost, make all arrangements and shall provide all facilities as the Engineer-in-Charge may require for collecting and preparing the required number of samples for such tests at such time and to such place or places as may be directed by the Engineer- in-Charge and bear all charges including testing charges. The Engineer -in-Charge or his authorized representative shall always have access to the works and to all workshops and places where work component is being prepared or from where materials, manufactured articles or machinery are being obtained for the works and the contractor shall afford every facility and every assistance in obtaining the right to such access.

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

The contractor shall at his own expense, provide a material testing lab at the site for

conducting routine field tests. The lab shall be equipped at least with the testing equipment as specified in schedule F.

Clause 10B

Secured Advance on Materials

- (i) The contractor, on signing an indenture form specified in appendix XV, shall be entitled to be paid during the progress of the execution of the work up to 75% of the assessed value of any materials, which are in the opinion of the Engineer-in-charge non-perishable, non-fragile and non-combustible and are in accordance with the contract and which have been brought on the site in connection therewith and are adequately stored and/ or protected against damage by weather or other causes but which have not at the time of advance been incorporated in the works. When materials on account of which an advance has been made under this sub-clause are incorporated in the work, the amount of such advance shall be recovered/deducted from the next payment made under any of the clause or clauses of this contract.

Such secured advance shall also be payable on other items of perishable nature, fragile and combustible with the approval of the Engineer-in-charge provided the contractor provides a comprehensive insurance cover for the full cost of such materials. The decision of the Engineer-in-charge shall be final and binding on the contractor in this matter. No secured advance, shall however, be paid on high-risk materials such as ordinary glass, sand, petrol, diesel.

Mobilization advance

- (ii) Mobilization advances not exceeding 10% of the tendered value may be given, if requested by the contractor in writing within six months of the order to commence the work. Such advance shall be released in two or more installments to be determined by the Engineer-in-Charge at his sole discretion. The first installment of such advance shall be released by the Engineer-in-charge to the contractor on a request made by the contractor to the Engineer-in-Charge in this behalf. The second and subsequent installments shall be released by the Engineer-in-Charge only after the contractor furnishes a proof of the satisfactory utilization of the earlier installment(s) to the satisfaction of the Engineer-in-Charge.

Before any installment of advance is released, the contractor shall execute Bank Guarantee Bonds not more than 6 (six) in number from commercial Bank for the amount equal to 110% of the amount of advance and valid for the period till recovery of advance. This (Bank Guarantee from commercial Bank on prescribed format for the amount equal to 110% of the balance amount of advance) shall be kept renewed from time to time to cover the balance amount and likely period of complete recovery.

Plant Machinery & Shuttering Material Advance

- (iii) An advance for plant, machinery & shuttering material required for the work and brought to site by the Contractor may be given if requested by the contractor in writing within one month of bringing such plant and machinery to site. Such advance shall be given on such plant and machinery which in the opinion of the Engineer-in-charge will add to the expeditious execution of work and improve the quality of work. The amount of advance shall be restricted to 5% of the tender value. In the case of new plant and equipment to be purchased for the work, the advance shall be restricted to 90% of the price of such new plant and equipment paid by the contractor for which the contractor shall produce

evidence satisfactory to the Engineer-in-Charge. In the case of second hand and used plants and equipment, the amount of such advance shall be limited to 50% of the depreciated value of plant and equipment as may be decided by the Engineer-in- Charge. The contractor shall, if so required by the Engineer-in-Charge, submit the statement of value of such old plant and equipment duly approved by a Registered Valuer recognized by the Central Board of Direct Taxes under the Income Tax Act, 1961. No such advance shall be paid on any plant and equipment of perishable nature and on any plant and equipment of a value less than Rs. 50,000/-. Seventy five percent of such amount of advance shall be paid after the plant & equipment is brought to site and balance twenty five percent on successfully commissioning the same.

Leasing of equipment shall be considered at par with purchase of equipment and shall be covered by tripartite agreement with the following:

- (a) Leasing company which gives certificate of agreeing to lease equipment to the contractor.
- (b) Engineer in Charge, and
- (c) The contractor.

This advance shall further be subject to the condition that such plant and equipment

(a) Are considered by the Engineer-in-Charge to be necessary for the works; (b) and are in working order and are maintained in working order; (c) hypothecated to the Government as specified by the Engineer-in-Charge before the payment of advance is released. The contractor shall not be permitted to remove from the site such hypothecated plant and equipment without the prior written permission of the Engineer in- Charge. The contractor shall be responsible for maintaining such plant and equipment in good working order during the entire period of hypothecation failing which such advance shall be entirely recovered in lump sum. For this purpose, steel scaffolding and form work shall be treated as plant and equipment The contractor shall insure the Plant and Machinery for which mobilization advance is sought and given, for a sum sufficient to provide for their replacement at site. Any amounts not recovered from the insurer will be borne by the contractor.

- (iv) The mobilization advance and plant and machinery advance in (ii) & (iii) above bear simple interest at the rate of 8 percent per annum and shall be calculated from the date of payment to the date of recovery, both days inclusive, on the outstanding amount of advance. Recovery of such sums advanced shall be made by the deduction from the contractors bills commencing after first ten percent of the gross value of the work is executed and paid, on pro-rata percentage basis to the gross value of the work billed beyond 10% in such a way that the entire advance is recovered by the time eighty percent of the gross value of the contract is executed and paid, together with interest due on the entire outstanding amount up to the date of recovery of the installment.

Interest & Recovery

- (v) If the circumstances are considered reasonable by the Engineer-in-Charge, the period mentioned in (ii) and (iii) for request by the contractor in writing for grant of mobilization advance and plant and equipment advance may be extended at the discretion of the Engineer-in-Charge.

Price adjustment for works

Clause 10CC

If the prices of materials and/or wages of labour required for execution of the work increase, the contractor shall be compensated for such increase as per provisions detailed below and the amount of the contract shall accordingly be varied, subject to the condition that such compensation for escalation in prices and wages shall be available only for the work done during the stipulated period of the contract including the justified period extended under the provisions of clause 5 of the contract without any action under clause 2. Such compensation for escalation in the prices of materials and labour, when due, shall be worked out based on the following provisions:

- (i) The base date for working out such escalation shall be the last stipulated date of receipt of tenders including extension, if any.
- (i) The cost of work on which escalation will be payable shall be reckoned as below :
 - (a) Gross value of work done up to this quarter : (A)
 - (b) Gross value of work done up to the last quarter : (B)
 - (c) Gross value of work done since previous quarter (C)= (A-B)
 - (d) Full assessed value of Secured Advance fresh paid in this quarter : (D)
 - (e) Full assessed value of Secured Advance recovered in this quarter : (E)
 - (f) Full assessed value of Secured Advance for which escalation Payable in this quarter, (F)= (D-E)
 - (g) Advance payment made during this quarter: (G)
 - (h) Advance payment recovered during this quarter: (H)
 - (i) Advance payment for which escalation is payable in this Quarter (I)= (G-H)
 - (j) Amount paid based on prevailing market rates due to deviations/variations as per clause 12 during this quarter:(J)

Then, $M = C + F + I - J$

Cost of work for which escalation is applicable(W)=0.85M

Components for materials, labour, etc. shall be pre-determined for every work and incorporated in the conditions of contract attached to the tender documents included in Schedule 'F'. The decision of the Engineer-in-Charge in working out such percentage shall be binding on the contractors.

- (ii) The following principles shall be followed while working out the payment/recovery on account of variation of prices of materials and/ or wages of labour.
 - (a) The compensation for escalation shall be worked out at quarterly intervals and shall be with respect to the cost of work done as per bills paid during the three calendar months of the said quarter. The date of submission of bill by the contractor to the department shall be the guiding factor to decide the bills relevant to the quarterly interval. The first such payment shall be made at the end of three months after the month (excluding the month in which the letter of commencement of work is issued by the Engineer-in-Charge) and thereafter at three months' interval. At the time of completion of the work, the last period for payment might become less than 3 months, depending on the actual date of completion.

- (b) The indices as defined below (excluding LI) relevant to any quarter/period for which such compensation is to be paid shall be the arithmetical average of the indices relevant to the three calendar months. If the period up to the date of completion after the quarter covered by the last such installment of payment, is less than three months, the indices shall be the average of the indices for the months falling within that period.
 - (c) The minimum wage of an unskilled Mazdoor shall be the higher of the wage notified by Government of India, Ministry of Labour and that notified by the local administration both relevant to the place of work and the period of reckoning.
 - (d) The escalation for labour also shall be paid at the same quarterly intervals when escalation due to increase in cost of materials is paid under this clause. If such revision of minimum wages takes place during any such quarterly intervals, the escalation compensation shall be payable at revised rates only for work done in subsequent quarters;
 - (e) Irrespective of variations in minimum wages of any category of labour, for the purpose of this clause, the variation in the rate for an unskilled Mazdoor alone shall form the basis for working out the escalation compensation payable on the labour component.
- (iii) In the event the price of materials and/or wages of labour required for execution of the work decreases, there shall be a downward adjustment of the cost of work so that such price of materials and/or wages of labour shall be deductible from the cost of work under this contract and in this regard the formula herein stated below under this Clause 10CC shall mutatis mutandis apply.
- (iv) The contract price shall be adjusted for increase or decrease in rates and prices of labour, cement, steel reinforcement bar, fuel and lubricants and other input materials as per percentage of materials/labour specified in schedule F and in accordance with the principles, procedures and formulae specified below:
- (a) Price adjustment for change in cost shall be paid in accordance with the following formulae:
 - (b) For Construction:
 - (c)
$$VW = W * (1/100) * [CP * (CI - CO) / CO + LP * (LI - LO) / LO + CMP * (CMI - CMO) / CMO + EMP * (EMI - EMO) / EMO + FP * (FI - FO) / FO + SP * (SI - SO) / SO + Bp * (BI - Bo) / BO]$$

(d) For Maintenance:

$$VW = W * (1/100) * [LP * (LI - LO) / LO + CMP * (CMI - CMO) / CMO + EMP * (EMI - EMO) / EMO + Bp * (BI - Bo) / BO]$$

Where, W=cost of work done as per para (ii) above.

VW (Variation of cost of Work)=Increase or decrease in the cost of works during the period under consideration due to change in the rates for relevant components.

Percentage components of materials & labour as specified in the schedule F are defined as under:-

CP- Cement component, LP - Labour component,

CMP- Civil component of other construction materials, EMP- E & M component

of construction materials

FP-POL (Diesel) component

SP- Reinforcement steel bars/TMT bars/structural steel (including strands and cables) component

BP- Bitumen component

(e) Indices for various components of materials & labour to be used for the purpose of this Clause are defined as under:

CI= Wholesale Price Index for Pozzolana Cement published by office of the Economic Adviser, Ministry of Industry & Commerce valid for the month of last date of receipt of tender including extension, if any.

CI= Wholesale Price Index for Pozzolana Cement published by office of the Economic Adviser, Ministry of Industry & Commerce for the period under consideration.

LO= Minimum daily wage in rupees of an unskilled adult mazdoor, fixed under any law, statutory rule or order as on the last date of receipt of tender including extension, if any.

LI= Minimum wage in rupees of an unskilled adult mazdoor, fixed under any law, statutory rule or order as applicable on the last date of the quarter previous to the one under consideration.

CMO= Price Index for civil components of other construction materials valid for the month of the last date of receipt of tender including extension, if any, as issued by the office of CE CSQ (Civil) or successor.

CMI= Price Index for civil components of other construction materials for the period under consideration and as issued by the office of CE CSQ (Civil) or successor.

EMO= Price Index for E & M components of construction materials valid for the month of the last date of receipt of tender including extension, if any, as issued by the office of CE CSQ (Electrical) or successor.

EMI= Price Index for E & M components of construction materials for the period under consideration and as issued by the office of CE CSQ (Electrical) or successor.

FO= Wholesale Price Index of HSD (High Speed Diesel) published by office of the Economic Adviser, Ministry of Industry & Commerce valid for the month of the last date of receipt of tender including extension, if any.

FI= Wholesale Price Index of HSD (High Speed Diesel) published by office of the Economic Adviser, Ministry of Industry & Commerce for the period under consideration.

SO= Wholesale Price Index of Mild Steel-long products published by office of the Economic Adviser, Ministry of Industry & Commerce valid for the month of the last date of receipt of tender including extension, if any

SI= Wholesale Price Index of Mild Steel-long products published by office of the Economic Adviser, Ministry of Industry & Commerce for the period under consideration.

BO= Wholesale Price Index of Bitumen published by office of the Economic Adviser, Ministry of Industry & Commerce valid for the month of the last date of receipt of tender including extension, if any

BI= Wholesale Price Index of Bitumen published by office of the Economic Adviser, Ministry of Industry & Commerce for the period under consideration.

Dismantled Material
Govt. Property

Clause 10D

The contractor shall treat all materials obtained during dismantling of a structure, excavation of the site for a work, etc. as Government's property and such materials shall be disposed off to the best advantage of Government according to the instructions in writing issued by the Engineer-in-Charge.

Work to be Executed in Accordance with Specifications, Drawings, Orders as per mode mentioned in schedule F.

Clause 11

The contractor shall execute the whole and every part of the work in the most substantial and workmanlike manner both as regards materials and otherwise in every respect in strict accordance with the specifications. The contractor shall also conform exactly, fully and faithfully to the design, drawings and instructions in writing in respect of the work issued by the Engineer-in-Charge. Contractor shall be furnished free of charge one copy of the contract documents.

The contractor shall comply with the provisions of the contract and with the care and diligence execute and maintain the works and provide all labour and materials, tools and plants including for measurements and supervision of all works, structural plans and other things of temporary or permanent nature required for such execution and maintenance in so far as the necessity for providing these, is specified or is reasonably inferred from the contract. The Contractor shall take full responsibility for adequacy, suitability and safety of all the works and methods of construction.

Clause 12

**Deviations/
Variations
Extent and
Pricing**

The Engineer-in-Charge shall have power (i) to make alterations in, additions to or substitutions for the original scope of work as defined in the contract, that may appear to him to be necessary or advisable during the progress of the work, and (ii) to omit a part of the works in case of non-availability of a portion of the site or due to any other reason (save except Clause-13), the contractor shall be bound to carry out the works in accordance with any instructions given to him in writing signed by the Engineer-in-Charge and such alterations, omissions, additions or substitutions shall form part of the contract as if originally provided therein and any change in the scope of work as defined in the contract, which the contractor may be directed to do in the manner specified above as part of the works, shall be carried out by the contractor on the same terms and conditions in all respects, except for increase/ decrease in the cost and additional time due to change of scope, to be determined based on the sub-clauses hereunder :

12.1 The time for completion of the works shall, in the event of any deviations resulting in additional cost over the tendered value sum being ordered, be extended, if requested by the contractor, as follows :

- (i) In the proportion which the additional cost of the altered, additional or substituted work, bears to the original tendered value plus
- (ii) 25% of the time calculated in (i) above or such further additional time as may be considered reasonable by the Engineer-in-Charge.

12.2 Payment of deviations/ variations beyond 0.25% of the accepted tendered amount.

In case there is any change in scope as defined in the contract, the contractor shall carry out the changes as per direction of Engineer in Charge and nothing extra shall be payable to the contractor on account of same if the additional cost

of such work is up to 0.25% (zero point two five percent) of the accepted tendered amount and worked out as per sub-clause 12.3 below. Variations/deviations upto 0.25% (zero point two five percent) of the accepted tendered amount shall be deducted from overall variations/ deviations for making payment.

12.3 DETERMINATION OF RATES

In the event, there is any deviations/variations in work as defined in the contract, the contractor shall submit the complete proposal to Engineer-in-charge within 15 days duly supported with :-

- (a) Analysis of rates for items involved, along with relevant documents, rates of materials, tools/plants and labour, etc.
- (b) The impact, if any, which the deviations/variations is likely to have on the project completion schedule,

On receipt of such proposal, either individually or covering group of items, the Engineer- in-charge shall examine the proposal regarding its admissibility and finalize the proposal/rates within 45 days after receipt of proposal with all requisite details and documents from the contractors, after giving due consideration to the proposal, analysis and rates of materials and labours, etc.

12.3.1 The increase/decrease in the rates due to deviations/variations shall be decided based on the following criteria:-

- (i) Pricing of deviations
 - (a) If the item of work as stipulated in the schedule of quantity/scope of work deviates on plus side, then the rate for the deviated quantity shall be paid at the agreement rate upto the deviation limit as specified in schedule "F" with the same terms & conditions of the contract. Beyond deviation limit as specified in the schedule "F", rate shall be payable on market rates to be determined based on the relevant documents and prevailing market rates, as per Para below
 - (b) If the item of work as stipulated in the schedule of quantity/scope of work deviates on minus side, then the amount for such deviated quantity shall be deducted proportionately at the agreement rate.

- (ii) Pricing of variations

If there are changes in the quantity/specifications/alterations/substitutions/additions, etc. in the items, other than mentioned in para above, the rates shall be determined based on detailed analysis of rates with original stipulated scope of items & newly proposed/provided items. The difference of rates so determined shall be payable to/ recoverable from the contractor. The rates for both the components i.e. materials &labour shall be based on prevailing market rates. The rate finalized by the Engineer-in-Charge shall be final and binding.

12.3.2 In case of either non-submission of timely proposal or incomplete proposal by the contractor for deviations/variations, the Engineer-in-Charge shall give final opportunity to the Contractor to submit the complete proposal for change of cost within next 15 days. In case of non-submission or further incomplete submission by the contractor within the stated period, the Engineer-in-Charge shall initiate the proposal and decide the change of cost. In such case the proposal finalized by the Engineer-in-Charge shall be final and binding on the contractor.

12.1 Restrictions on Deviations/Variations

- (i) Work(s) due to deviations/variations shall be executed only after getting the instructions of Engineer-in-charge, save except to meet any work of emergent nature.
- (ii) Notwithstanding anything to the contrary in this clause 12, any change arising from default of the contractor in the performance of his obligations under this agreement shall not be deemed to be deviations/variations, and shall not result in any adjustment of the contract price or the project completion schedule.

Clause 13

Foreclosure of contract due to Abandonment or Reduction in Scope of Work

If at any time after acceptance of the tender or during the progress of work, the purpose or object for which the work is being done changes due to any supervening cause and as a result of which the work has to be abandoned or reduced in scope, the Engineer-in-Charge shall give notice in writing to that effect to the contractor stating the decision as well as the cause for such decision and the contractor shall act accordingly in the matter. The contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works.

The contractor shall be paid at contract rates, full amount for works executed at site and, in addition, a reasonable amount as certified by the Engineer-in-Charge for the items hereunder mentioned which could not be utilized on the work to the full extent in view of the foreclosure;

- (i) Any expenditure incurred on preliminary site work, e.g. temporary access roads, temporary labour huts, staff quarters and site office; storage accommodation and water storage tanks.
- (ii) Government shall have the option to take over contractor's materials or any part thereof either brought to site or of which the contractor is legally bound to accept delivery from suppliers (for incorporation in or incidental to the work) provided, however Government shall be bound to take over the materials or such portions thereof as the contractor does not desire to retain. For materials taken over or to be taken over by Government, cost of such materials as detailed by Engineer-in-Charge shall be paid. The cost shall, however, take into account purchase price, cost of transportation and deterioration or damage which may have been caused to materials whilst in the custody of the contractor.
- (iii) Reasonable compensation for transfer of T & P from site to contractor's permanent stores or to his other works, whichever is less. If T & P are not transported to either of the said places, no cost of transportation shall be payable.
- (iv) Reasonable compensation for repatriation of contractor's site staff and imported labour to the extent necessary.

The contractor shall, if required by the Engineer-in-Charge, furnish to him, books of account, wage books, time sheets and other relevant documents and evidence as may be necessary to enable him to certify the reasonable amount payable under this condition.

The reasonable amount of items on (i), (iii) and (iv) above shall not be in excess of 2%

of the cost of the work remaining incomplete on the date of closure, i.e. total stipulated cost of the work as per accepted tender less the cost of work actually executed under the contract and less the cost of contractor's materials at site taken over by the Government as per item (ii) above. Provided always that against any payments due to the contractor on this account or

otherwise, the Engineer-in-Charge shall be entitled to recover or be credited with any outstanding balances due from the contractor for advance paid in respect of any tool, plants and materials and any other sums which at the date of termination were recoverable by the Government from the contractor under the terms of the contract.

In the event of action being taken under Clause 13 to reduce the scope of work, the contractor may furnish fresh Performance Guarantee on the same conditions, in the same manner and at the same rate for the balance tendered amount and initially valid up to the extended date of completion or stipulated date of completion if no extension has been granted plus minimum 180 days beyond that. Wherever such a fresh Performance Guarantee is furnished by the contractor the Engineer-in-Charge may return the previous Performance Guarantee.

Clause 14

The data supplied by the Department, if any, are for General Guidance only. The contractor shall be responsible for carrying out pre- construction activities for construction of work as defined in the tender documents. The contractor shall also carry out site investigations to verify site details / Data at his own cost.

Clause 15

Pre-Construction
Activities

(i) The contractor shall, on receipt of the order in writing of the Engineer-in-Charge, (whose decision shall be final and binding on the contractor) suspend the progress of the works or any part thereof for such time and in such manner as the Engineer-in-Charge may consider necessary so as not to cause any damage or injury to the work already done or endanger the safety thereof for any of the following reasons:

Suspension of Work

- (a) on account of any default on the part of the contractor or;
- (b) for proper execution of the works or part thereof for reasons other than the default of the contractor; or
- (c) for safety of the works or part thereof. The contractor shall, during such suspension, properly protect and secure the works to the extent necessary and carry out the instructions given in that behalf by the Engineer in-Charge.

(ii) If the suspension is ordered for reasons (b) and (c) in sub-para (i) above:

- (a) the contractor shall be entitled to an extension of time equal to the period of every such suspension plus 25%, for completion of the item or group of items of work for which a separate period of completion is specified in the contract and of which the suspended work forms a part, and;
- (b) If the total period of all such suspensions in respect of an item or group of items or work for which a separate period of completion is specified in the contract exceeds thirty days, the contractor shall, in addition, be entitled to such compensation as the Engineer-in- Charge may consider reasonable in respect of salaries and/or wages paid by the contractor to his employees and labour at site, remaining idle during the period of suspension, adding thereto 2% to cover indirect expenses of the

contractor provided the contractor submits his claim supported by details to the Engineer-in- Charge within fifteen days of the expiry of the period of 30 days.

If the works or part thereof is suspended on the orders of the Engineer-in-Charge for more than three months at a time, except when suspension is ordered for reason (a) in sub para (i) above, the contractor may after receipt of such order serve a written notice on the Engineer-in-Charge requiring permission within fifteen days from receipt by the Engineer in- Charge of the said notice, to proceed with the work or part thereof in regard to which progress has been suspended and if such permission is not granted within that time, the contractor, if he intends to treat the suspension, where it affects only a part of the works as an omission of such part by Government or where it affects whole of the works, as an abandonment of the works by Government, shall within ten days of expiry of such period of 15 days give notice in writing of his intention to the Engineer-in-Charge. In the event of the contractor treating the suspension as an abandonment of the contract by Government, he shall have no claim to payment of any compensation on account of any profit or advantage which he might have derived from the execution of the work in full but which he could not derive in consequence of the abandonment. He shall, however, be entitled to such compensation, as the Engineer-in-Charge may consider reasonable, in respect of salaries and/or wages paid by him to his employees and labour at site, remaining idle in consequence adding to the total thereof 2% to cover indirect expenses of the contractor provided the contractor submits his claim supported by details to the Engineer-in-Charge within 30 days of the expiry of the period of 3 months.

Clause 16

All works under or in course of execution or executed in pursuance of the contract, shall at all times be open and accessible to the inspection and supervision of the Engineer-in charge, his authorized subordinates in charge of the work and all the superior officers, officer of the Quality Assurance Unit of the Department or any organization engaged by the Department for Quality Assurance and of the Chief Technical Examiner's Office, and the contractor shall, at all times, during the usual working hours and at all other times at which reasonable notice of the visit of such officers has been given to the contractor, either himself be present to receive orders and instructions or have a responsible agent duly accredited in writing, present for that purpose. Orders given to the Contractor's agent shall be considered to have the same force as if they had been given to the contractor himself.

If it shall appear to the Engineer-in-charge or his authorized subordinates in charge of the work or to the Chief Engineer in charge of Quality Assurance or his subordinate officers or the officers of the organization engaged by the Department for Quality Assurance or to the Chief Technical Examiner or his subordinate officers, that any work has been executed with unsound, imperfect, or unskillful workmanship, or with materials or articles provided by him for the execution of the work which are unsound or of a quality inferior to that contracted or otherwise not in accordance with the contract, the contractor shall, on demand in writing which shall be made within twelve months (six months in the case of work costing Rs. 10 Lac and below except road work) of the completion of the work from the Engineer-in-Charge specifying the work, materials or articles complained of, notwithstanding that the same may have been passed, certified and paid for, forthwith rectify, or remove and reconstruct the work so specified in whole or in part, as the case may require or as the case may be, remove the materials or articles so specified and provide other proper and suitable materials or articles at his own charge and cost. In the event of the failing to do so within a period specified by the Engineer-in- Charge in his demand aforesaid, then the contractor shall

Action in case Work
not done as per
Specifications

be liable to pay compensation at the same rate as specified under clause 2 of the contract (for non-completion of the work in time) for this default.

In such case the Engineer-in-Charge may not accept the item of work at the rates applicable under the contract but may accept such items at reduced rates as the authority specified in schedule 'F' may consider reasonable during the preparation of on account bills or final bill or any other amount due to the contractor, if the item is so acceptable without detriment to the safety and utility of the item and the structure or he may reject the work outright without any payment and/or get it along with other connected and incidental items rectified, or removed and re-executed at the risk and cost of the contractor. Decision of the Engineer-in-Charge to be conveyed in writing in respect of the same will be final and binding on the contractor.

Clause 17

Damages and Defects liability

17.1 During progress of work

If the contractor or his working staff or workers damage any part of the work in the scope of contract, or any building, road, road kerb, fence, enclosure, water pipe, cables, drains, electric or telephone post or wires, trees, grass, grassland, cultivated ground, etc. contiguous to the premises on which the work or any part of it is being executed, the contractor shall make good the same at his own cost.

Contractor shall repair/replace and restore the damaged structures/services in a time bound manner as required and as directed by the Engineer-in-Charge. Contractor shall not be given any benefit of hindrance caused in the execution of the work owing to such damaged structure/service and time taken in its restoration by the contractor.

17.2 During defect liability period

The contractor shall be responsible for all the defects and deficiencies in the work within the scope of this contract, during the defect liability period which shall be for 3 (three) years after the date of actual completion of work as recorded by the Engineer-in-Charge. The liability of contractor for defects and deficiencies may arise due to:

- (a) Improper planning and design of the project, if in the scope of contract.
- (b) Works, Tools, Plant & Machinery, Materials or Workmanship not being in accordance with this contract.
- (c) Improper upkeep & maintenance during construction of the work.
- (d) Improper upkeep, operation and/or maintenance during defect liability period, if these are in the scope of this contract.
- (e) Failure by the contractor to comply with any other obligation under this contract.

Such defects and deficiencies shall be made good by the contractor at his own cost after getting instructions/notice from the Engineer-in-Charge within the time period specified in such instructions/notice.

However, contractor need not wait for instructions/notice from Engineer-in-Charge for rectification of defects in work which come to his notice and he should initiate action for needful rectification of defect on priority, under intimation to Engineer-in-Charge, to avoid any untoward incident.

17.3 Structural soundness

The contractor shall follow the good engineering practice for safety, serviceability and structural soundness of the building/ structure/road work etc. as covered in the scope of contract.

17.3.1 Structure design in the scope of contract

The contractor shall have obligation to rectify all defects in the structural elements or any other part of building/structure/road etc. due to design deficiency at his own cost for 10 (ten) years from the date of completion as recorded in the completion certificate by the Engineer-in-Charge. Such defects shall be made good by the contractor at his own cost after getting instructions/notice from the Engineer-in-Charge within the time period specified in such instructions/notice and as per the methodology duly approved by the Engineer-in-Charge.

17.3.2 Structure design not in the scope of contract

The contractor shall not be liable for design deficiency.

17.3.3 Liability for execution

The contractor shall be fully liable for any deficiency in structural soundness of work owing to execution of the work under the scope of this contract. The contractor shall have obligation to rectify all defects in the structural elements owing to any deficiency in execution of work at his own cost for 10 (ten) years from the date of completion as recorded in the completion certificate by Engineer-in-Charge. Such defects shall be made good by the contractor at his own cost after getting instructions/notice from the Engineer-in-Charge within the time period specified in such instructions/notice and as per methodology duly approved by the Engineer-in-Charge.

17.4 Methodology for rectification of defects

The design, methodology and quality of rectification of defects carried out by the contractor shall be as per sound engineering practice.

17.5 Contractor's failure to rectify defects as defined in the sub-clauses 17.1, 17.2, 17.3 & 17.4.

In the event that the contractor fails to repair or rectify the defect or deficiency within the period specified by the Engineer-in-Charge, the Engineer-in-Charge shall be entitled to get the same repaired, rectified or remedied at the contractor's cost and recover such amount from any dues like performance guarantee, security deposits etc. available with Engineer-in-Charge. Engineer-in-Charge may take action for debarment of contractor from tendering in the department by following due process. For inaction or failure to rectify the defects covered under sub clause 17.3 within specified time limit, the Engineer-in-Charge may also initiate legal and/or other actions under other applicable laws in addition to other remedies available in the contract.

17.6 Release of security deposit

Fifty percent (50%) of the security deposit of the contractor shall be retained for a period of 18 (eighteen) months from the date of completion of work as per completion certificate issued by the Engineer-in-Charge or till the final bill has been passed whichever is later. This balance fifty percent (50%) security deposit shall be released after completion of defect liability period.

Provided further, that the security deposit shall be released within a month of its due

date as stated above only if satisfactory performance is observed during the said period and after deduction of Government dues from the contractor, if any.

Provided further that if the release of security deposit is delayed because of delay in passing the final bill by the Engineer-in-Charge then simple interest @0.25% per month of the due security deposit amount, shall be paid for the period of delay not attributable to the contractor.

Clause 18A

Recovery of Compensation paid to Workmen

In every case in which by virtue of the provisions under sub- section (1) of section 12 of the Workmen's Compensation Act. 1923, Government is obliged to pay compensation to a workman employed by the contractor, in execution of the works , Government will recover from the contractor , the amount of the compensation so paid and, without prejudice to the rights of the Government under sub- section(2) of section 12 of the said Act, Government shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by Government to the contractor whether under this contract or otherwise. Government shall not be bound to contest any claim made against it under sub- section (1) of section 12, of the said Act, except on the written request of the contractor and upon his giving to Government full security for all costs for which Government might become liable in consequence of contesting such claim.

Clause 18B

Ensuring Payment and Amenities to Workers if Contractor fails

In every case in which by virtue of the provisions of the Contract Labour(Regulation and Abolition) Act, 1970, and the Contract Labour (Regulation and Abolition) Central Rules, 1971, Government is obliged to pay any amounts of wages to a workman employed by the contractor in execution of the works, or to incur any expenditure in providing welfare and health amenities required to be provided under the above said Act, and the rules, under Clause 19H or under the PWD Contractor's Labour Regulations, or under the Rules framed by Government from time to time for the protection of health and sanitary arrangements for workers employed by PWD Contractors, Government will recover from the contractor, the amount of wages so paid or the amount of expenditure so incurred; and without prejudice to the rights of the Government under sub-section(2) of Section 20, and sub-section (4) of Section 21, of the Contract Labour (Regulation and Abolition) Act, 1970, Government shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by Government to the contractor whether under this contract or otherwise Government shall not be bound to contest any claim made against it under sub- section (1) of Section 20, sub-section (4) of Section 21, of the said Act, except on the written request of the contractor and upon his giving to the Government full security for all costs for which Government might become liable in contesting such claim.

Clause 19

Labour Laws to be complied by the Contractor

The contractor shall comply with the provisions of the Contract Labour (Regulation and Abolition) Act, 1970, and the Contract Labour (Regulation and Abolition) Central Rules, 1971. The contractor shall also obtain a valid license under the said Act before the commencement of the work, and continue to have a valid license until its completion.

The contractor shall also comply with provisions of the Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979.

The contractor shall also abide by the provisions of the Child Labour and Adolescent

Labour (Prohibition and Regulation) Act, 1986.

The contractor shall also comply with the provisions of the building and other Construction Workers (Regulation of Employment & Conditions of Service) Act, 1996 and the building and other Construction Workers Welfare Cess Act, 1996.

Any failure to fulfill these requirements shall attract the penal provisions of this contract arising out of the resultant non-execution of the work.

Clause 19A

No labour below the age of eighteen years shall be employed on the work.

Payment of Wages

Clause 19B

- (i) The contractor shall pay to labour employed by him either directly or through subcontractors, wages not less than fair wages as defined in the PWD Contractor's Labour Regulations or as per the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and the contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable.
- (ii) The contractor shall, notwithstanding the provisions of any contract to the contrary, cause to be paid fair wage to labour indirectly engaged on the work, including any labour engaged by his sub-contractors in connection with the said work, as if the labour had been immediately employed by him.
- (iii) In respect of all labour directly or indirectly employed in the works for performance of the contractor's part of this contract, the contractor shall comply with or cause to be complied with the Central Public Works Department contractor's Labour Regulations made by Government from time to time in regard to payment of wages, wage period, deductions from wages recovery of wages not paid and deductions unauthorizedly made, maintenance of wage books or wage slips publication of scale of wage and other terms of employment, inspection and submission of periodical returns and all other matters of the like nature or as per the provisions of the Contract Labour (Regulation and Abolition) Act, 1970, and the Contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable
- (iv)
 - (a) The Engineer-in-Charge concerned shall have the right to deduct from the moneys due to the contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of nonfulfillment of the conditions of the contract for the benefit of the workers, nonpayment of wages or of deductions made from his or their wages which are not justified by their terms of the contract or non-observance of the Regulations.
 - (b) Under the provision of Minimum Wages (Central) Rules, 1950, the contractor is bound to allow to the labours directly or indirectly employed in the works one day rest for 6 days continuous work and pay wages at the same rate as for duty. In the event of default, the Engineer-in-Charge shall have the right to deduct the sum or sums not paid on account of wages for weekly holidays to any labours and pay the same to the persons entitled thereto from any money due to the contractor by the Engineer-in-Charge concerned.

In the case of Union Territory of Delhi, however, as the all-inclusive minimum daily wages fixed under Notification of the Delhi Administration No.F.12(162)MWO/DAB/ 43884-91, dated 31-12-1979 as amended from time to time are inclusive of wages for the weekly day of rest, the question of extra

payment for weekly holiday would not arise.

The contractor shall comply with the provisions of the Payment of Wages Act, 1936, Minimum Wages Act, 1948, Employees Liability Act, 1938, Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947, Maternity Benefits Act, 1961, and the Contractor's Labour (Regulation and Abolition) Act 1970, or the modifications thereof or any other laws relating thereto and the rules made there under from time to time

- (i) The contractor shall indemnify and keep indemnified Government against payments to be made under and for the observance of the laws aforesaid and the PWD Contractor's Labour Regulations without prejudice to his right to claim indemnity from his sub-contractors.
- (ii) The laws aforesaid shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of this contract.
- (iii) Whatever is the minimum wage for the time being, or if the wage payable is higher than such wage, such wage shall be paid by the contractor to the workmen directly without the intervention of Jamadar and that Jamadar shall not be entitled to deduct or recover any amount from the minimum wage payable to the workmen as and by way of commission or otherwise.
- (iv) The contractor shall ensure that no amount by way of commission or otherwise is deducted or recovered by the Jamadar from the wage of workmen.

Clause 19C

In respect of all labour directly or indirectly employed in the work for the performance of the contractor's part of this contract, the contractor shall at his own expense arrange for the safety provisions as per CPWD Safety Code framed from time to time and shall at his own expense provide for all facilities in connection therewith. In case the contractor fails to make arrangement and to provide necessary facilities as aforesaid, he shall be liable to pay a penalty as mentioned in Schedule 'F' for each default and in addition, the Engineer-in-Charge shall be at liberty to make arrangement and provide facilities as aforesaid and recover the cost incurred in that behalf from the contractor.

Clause 19D

The contractor shall submit by the 4th and 19th of every month, to the Engineer-in-Charge, a true statement showing in respect of the second half of the preceding month and the first half of the current month respectively:

- (1) the number of labourers employed by him on the work,
- (2) their working hours,
- (3) the wages paid to them,
- (4) the accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them, and
- (5) the number of female workers who have been allowed maternity benefit according to Clause 19F and the amount paid to them.

Failing which the contractor shall be liable to pay to Government, a sum as mentioned in Schedule F for each default or materially incorrect statement. The decision of the Divisional Officer shall be final in deducting from any bill due to the contractor, the amount levied as fine and be binding on the contractor.

Clause 19E

In respect of all labour directly or indirectly employed in the works for the performance of

the contractor's part of this contract, the contractor shall comply with or cause to be complied with all the rules framed by Government from time to time for the protection of health and sanitary arrangements for workers employed by the CPWD and its contractors
Clause 19F

Leave and pay during leave shall be regulated as follows:

1. Leave :

- (i) in the case of delivery - maternity leave not exceeding 8 weeks, 4 weeks up to and including the day of delivery and 4 weeks following that day,
- (ii) in the case of miscarriage - upto 3 weeks from the date of miscarriage.

2. Pay :

- (i) in the case of delivery - leave pay during maternity leave will be at the rate of the women's average daily earnings, calculated on total wages earned on the days when full time work was done during a period of three months immediately preceding the date on which she gives notice that she expects to be confined.
- (ii) in the case of miscarriage - leave pay at the rate of average daily earning calculated on the total wages earned on the days when full time work was done during a period of three months immediately preceding the date of such miscarriage.

3. Conditions for the grant of Maternity Leave:

No maternity leave benefit shall be admissible to a woman unless she has been employed for a total period of not less than six months immediately preceding the date on which she proceeds on leave.

4. The contractor shall maintain a register of Maternity (Benefit) in the Prescribed Form as shown in appendix -I and II, and the same shall be kept at the place of work.

Clause 19G

In the event of the contractor(s) committing a default or breach of any of the provisions of the CPWD, Contractor's Labour Regulations and Model Rules for the protection of health and sanitary arrangements for the workers as amended from time to time or furnishing any information or submitting or filing any statement under the provisions of the above Regulations and' Rules which is materially incorrect, he/they shall, without prejudice to any other liability, pay to the Government a sum as mentioned in Schedule F for every default, breach or furnishing, making, submitting, filing such materially incorrect statements and in the event of the contractor(s) defaulting continuously in this respect, the penalty may be enhanced to as mentioned in Schedule F per day for each day of default subject to a maximum of 5 percent of the estimated cost of the work put to tender. The decision of the Engineer-in-Charge shall be final and binding on the parties.

Should it appear to the Engineer-in-Charge that the contractor(s) is/are not properly observing and complying with the provisions of the CPWD Contractor's Labour Regulations and Model Rules and the provisions of the Contract Labour (Regulation and Abolition) Act 1970, and the Contract Labour (R& A) Central Rules 1971, for the protection of health and sanitary arrangements for work-people employed by the contractor(s) (hereinafter referred as "the said Rules") the Engineer-in-Charge shall have power to give notice in writing to the contractor(s) requiring that the said Rules be complied with and the amenities prescribed therein be provided to the work-people within a reasonable time to be specified in the notice. If the contractor(s) shall fail within

the period specified in the notice to comply with and/ observe the said Rules and to provide the amenities to the work-people as aforesaid, the Engineer-in-Charge shall have the power to provide the amenities hereinbefore mentioned at the cost of the contractor(s). The contractor(s) shall erect, make and maintain at his/ their own expense and as per approved standards all necessary huts and sanitary arrangements

required for his/their work-people on the site in connection with the execution of the works, and if the same shall not have been erected or constructed according to approved standards, the Engineer-in-Charge shall have power to give notice in writing to the contractor(s) requiring that the said huts and sanitary arrangements be remodelled and/or reconstructed according to approved standards, and if the contractor(s) shall fail to remodel or reconstruct such huts and sanitary arrangements according to approved standards within the period specified in the notice, the Engineer-in-Charge shall have the power to remodel or reconstruct such huts and sanitary arrangements according to approved standards at the cost of the contractor(s).

Clause 19H

The contractor(s) shall at his/their own cost provide his/their labour with a sufficient number of huts (hereinafter referred to as the camp) of the following specifications on a suitable plot of land to be approved by the Engineer-in-Charge.

- (a) The minimum height of each hut at the eaves level shall be 2.10m (7 ft.) and the floor area to be provided will be at the rate of 2.7 sq.m. (30 sq.ft.) for each member of the worker's family staying with the labourer.
- (b) The contractor(s) shall in addition construct suitable cooking places having a minimum area of 1.80m x 1.50m (6'x5') adjacent to the hut for each family.
- (c) The contractor(s) shall also construct temporary latrines and urinals for the use of the labourers each on the scale of not less than four per each one hundred of the total strength, separate latrines and urinals being provided for women.
- (d) The contractor(s) shall construct sufficient number of bathing and washing places, one unit for every 25 persons residing in the camp. These bathing and washing places shall be suitably screened.
 - (a) All the huts shall have walls of sun-dried or burnt-bricks laid in mud mortar or other suitable local materials as may be approved by the Engineer-in-Charge. In case of sun-dried bricks, the walls should be plastered with mud gobi on both sides. The floor may be kutchra but plastered with mud gobi and shall be at least 15 cm (6") above the surrounding ground. The roofs shall be laid with thatch or any other materials as may be approved by the Engineer-in-Charge and the contractor shall ensure that throughout the period of their occupation, the roofs remain water-tight.
 - (b) The contractor(s) shall provide each hut with proper ventilation.
 - (c) All doors, windows, and ventilators shall be provided with suitable leaves for security purposes.
 - (d) There shall be kept an open space of at least 7.2m (8 yards) between the rows of huts which may be reduced to 6m (20 ft.) according to the availability of site with the approval of the Engineer-in-Charge. Back to back construction will be allowed.

Water Supply - The contractor(s) shall provide adequate supply of water for the use of labourers. The provisions shall not be less than two gallons of pure and wholesome water per head per day for drinking purposes and three gallons of clean water per head per day for bathing and washing purposes. Where piped water supply is available, supply shall be at stand posts and where the supply is from wells or river, tanks which may be of metal or masonry, shall be provided. The contractor(s) shall also at his/ their own cost make arrangements for laying pipe lines for water supply to his/ their labour camp from the existing mains wherever available, and shall pay all fees and charges therefore

- (iii) The site selected for the camp shall be high ground, with removed from jungle clearances, if required.
- (iv) Disposal of Excreta - The contractor(s) shall make necessary arrangements for the disposal of excreta from the latrines by trenching or incineration which shall be according to the requirements laid down by the Local Health Authorities. If trenching or incineration is not allowed, the contractor(s) shall make arrangements for the removal of the excreta through the Municipal Committee/authority and inform it about the number of labourers employed so that arrangements may be made by such Committee/authority for the removal of the excreta. All charges on this account shall be borne by the contractor and paid direct by him to the Municipality/authority. The contractor shall provide one sweeper for every eight seats in case of dry system.
- (v) Drainage - The contractor(s) shall provide efficient arrangements for draining away sullage water so as to keep the camp neat and tidy.
- (vi) The contractor(s) shall make necessary arrangements for keeping the camp area sufficiently lighted to avoid accidents to the workers.
- (vii) Sanitation - The contractor(s) shall make arrangements for conservancy and sanitation in the labour camps according to the rules of the Local Public Health and Medical Authorities.

Clause 19I

The Engineer-in-Charge may require the contractor to dismiss or remove from the site of the work any person or persons in the contractors' employ upon the work who may be incompetent or misconduct himself and the contractor shall forthwith comply with such requirements. In respect of maintenance/repair or renovation works etc. where the labour have an easy access to the individual houses, the contractor shall issue identity cards to the labourers, whether temporary or permanent and he shall be responsible for any untoward action on the part of such labour.

Clause 19J

It shall be the responsibility of the contractor to see that the building under construction is not occupied by unauthorized person(s) during construction, and is handed over to the Engineer-in-Charge with vacant possession of complete building. If such building though completed is occupied illegally, then the Engineer-in-Charge shall have the option to refuse to accept the said building/buildings in that position. Any delay in acceptance on this account will be treated as the delay in completion and for such delay, a compensation shall be levied as per clause 2 of the agreement, by the Superintending Engineer/ Chief Engineer whose decision shall be final both with regard to the justification and quantum and be binding on the contractor.

Employment of skilled/semi-skilled workers

However, the Superintending Engineer/ Chief Engineer, through a notice, may require the contractor to remove the illegal occupation any time on or before construction and delivery.

Clause 19K

The contractor shall, at all stages of work, deploy skilled/semi-skilled tradesmen who are qualified and possess certificate in particular trade from National CPWD Academy, Industrial Training Institute, National Institute of construction Management and Research (NICMAR), National Academy of Construction, CIDC or any similar reputed and recognized Institute managed or certified by State/Central Government. The number of such qualified tradesmen shall not be less than 20% of total skilled/semi-skilled workers required in each trade at any stage of work. The contractor shall submit number of man days required in respect of each trade, its scheduling and the list of qualified tradesmen along with requisite certificate from recognized Institute to Engineer in charge for approval. Notwithstanding such approval, if the tradesmen are found to have inadequate skill to execute the work of respective trade, the contractor shall substitute such tradesmen within two days of written notice from Engineer- in- Charge. Failure on the part of contractor to obtain approval of Engineer-in-Charge or failure to deploy qualified tradesmen will attract a compensation to be paid by contractor at the rate specified in schedule 'F' per such tradesman per day. Decision of Engineer in Charge as to whether particular tradesman possesses requisite skill and amount of compensation in case of default shall be final and binding.

The contractor shall arrange on site training as per National Skill Development Corporation (NSDC) norms for at least 30% of the unskilled workers engaged in the project in coordination with the CPWD Regional Training Institute & National Skill Development Corporation (NSDC) for certification at the level of skilled/semi-skilled tradesmen. The cost of such training as stated above shall be born by the Government. The necessary space and workers shall be provided by the contractor and no claim what so ever shall be entertained.

Contribution of EPF and ESI

Clause 19L

The ESI and EPF contributions on the part of employer in respect of this contract shall be paid by the contractor. These contributions on the part of the employer paid by the contractor shall be reimbursed by the Engineer-in-charge to the contractor on actual basis. The verification of deployment of labour will be done through biometric attendance system or any other suitable method by the Engineer-in-charge. The applicable and eligible amount of EPF & ESI shall be reimbursed preferably within 7 days but not later than 30 days of submission of documentary proof of payment provided same are in order.

Minimum Wages Act to be Complied With

Clause 20

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

Work not to be sublet, Action in case of insolvency

Clause 21

The contract shall not be assigned or sublet without the written approval of the Engineer-in- Charge. And if the contractor shall assign or sublet his contract, or attempt to do so, or become insolvent or commence any insolvency proceedings or make any composition with his creditors or attempt to do so, or if any bribe, gratuity, gift, loan,

perquisite, reward or advantage pecuniary or otherwise, shall either directly or indirectly, be given, promised or offered by the contractor, or any of his servants or agent to any public officer or person in the employ of Government in any way relating to his office or employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Engineer-in-Charge on behalf of the Governor of Uttar Pradesh shall have power to adopt the course specified in Clause 3 hereof in the interest of Government and in the event of such course being adopted, the consequences specified in the said Clause 3 shall ensue.

Clause 22

22.1 Quality of Materials and Workmanship

The Contractor shall ensure that the Materials and workmanship are in accordance with the requirements specified in this Agreement, Specifications and Standards and Sound Engineering practice. The work shall be of the specified quality and standard, both in respect of ingredients as well as the intended functions it is supposed to perform for service life.

- (i) The Contract warrants that all Materials shall be new, unused, not reconditioned, unless otherwise allowed as per contract or by Engineer-in-Charge, and in conformity with Specification and Standards, Applicable Laws and Sound Engineering Practice, and that the Contractor shall not use any materials which are generally recognized as being deleterious under Sound Engineering Practice.

22.2 Quality Assurance System

The Contractor shall devise a quality assurance mechanism to ensure compliance with the provisions of this Agreement (the "Quality Assurance Plan" or "QAP").

- (i) The Contractor shall, submit to the Engineer-in-Charge, its Quality Assurance Plan 15 (fifteen) days in advance of start of the execution stage specified in the NIT. The Engineer-in-Charge shall convey its comments to the Contractor within a period of 7 (seven) days of receipt of the QAP stating the modifications, if any, required and the Contractor shall incorporate those in the QAP conforming with the provisions of this clause. The QAP shall include the following:
 - (a) Contractor's Organization & structure, duties and responsibilities of individual key personnel, quality policy of contractor, procedure for control of non-conformities and corrective action, inspections and documentation.
 - (b) Internal quality audit system.
 - (c) Machinery, Shuttering, other Tool & Plants, etc. required to be deployed at site.
 - (d) Method statement of important activities. These can be submitted as per the sequencing of the activities of the work.
 - (e) Quality control mechanism including sampling and testing of Materials, test frequencies, standards, acceptance criteria, testing facilities, reporting, recording and interpretation of test results, approvals, proforma for testing and calibration in accordance with the Specifications and Standards and Sound Engineering Practice; and Material Lot size, number of required tests and frequency of testing for different construction materials.

All the relevant and applicable codes, specifications and standards, as well as the acceptance criteria for various items of work, workmanship, materials and process employed needs to be mentioned.

- (f) Check-list for various items and materials.

(g) Formats for site documentation, monthly reports on implementation of QAP.

(ii) Sampling of materials

All samples of materials including Cement Concrete Cubes shall be taken by the QA engineers deployed by the Contractor and shall be witnessed by the Engineer-in-Charge or his authorized representatives as specified in NIT. All the necessary assistance, facilities and safety shall be provided by the contractor. Cost of sample of materials and testing charges shall be borne by the contractor and he/she is responsible for safe custody of samples to be tested at site.

(iii) Testing of Materials

The contractor shall establish temporary field laboratory of adequate size with all necessary facilities. Field laboratory shall be equipped with the testing equipment for conducting routine field tests as per this contract. It will also have copies of standards, BIS codes, IRC codes, relevant publications.

All the tests in field lab setup at construction site shall be carried out by the QA Staff deployed by the contractor and shall be witnessed by the Engineer-in-Charge or his authorized subordinates as specified in NIT. The contractor shall provide all necessary facility to them for witnessing the tests in the field laboratory. In general, contractor shall carry out 90% of field tests in site laboratory and 10% tests shall be got carried out from outside laboratory as indicated below. Contractor shall endeavour to obtain test reports for tests conducted from outside laboratory in a reasonable time.

(iv) Maintenance of Register of Test -

- All the entries in the register of test are to be made by the designated QA Engineers of the contractor and same is to be regularly reviewed by the field officers as well as the Engineer-in-Charge. The contractor shall allow inspection of such records any time as desired by Engineer-in-Charge or his authorized representative.
- All the tests carried out at construction site or outside laboratories are to be maintained by the contractor in the prescribed format in the test registers provided by the contractor and duly authenticated by Engineer-in-Charge. The test reports shall also be maintained in hard file.
- Contractor is responsible for maintenance and safe custody of all the test registers and test records.
- Mandatory test conducted as per approved proforma shall be attached with each Running bill. Submission of copy of all test registers and material at site register along with each alternate Running Account Bill and with Final Bill is mandatory.

(v) Maintenance of Material at Site (MAS) Register-

MAS register of the key materials including Cement and Steel Registers shall be maintained in the proforma approved by Engineer-in-Charge. All the entries in the MAS registers are made by the designated staff of the contractor and same is regularly reviewed by the field officers as well as the Engineer-in-Charge. Contractor is responsible for maintenance and safe custody of MAS registers.

(vi) The Contractor shall procure all relevant codes, publications, apparatus and instruments, fuel, consumables, water, electricity, labour, materials, samples and qualified personnel as are necessary for examining and testing the Works, Materials and workmanship in accordance with the Quality Assurance Plan.

- (vii) All the cost of testing including cost of samples, packaging, transportation, testing charges of Construction, Materials and workmanship under this clause shall be borne by the contractor.

The contractor shall submit monthly quality progress report on implementation of the provisions of Quality Assurance Plan on the format approved by the Engineer-in-Charge

2.1 Samples

The Contractor shall, at its own expense and without delay, provide the samples of Materials and relevant information like Manufacturer's test reports, standard samples of manufactured Materials and Samples of such other Materials as the Engineer-in-Charge may require for review and approvals in accordance with Clause 10A of GCC before actual use.

2.2 Test

- (i) For determining that the Works conform to the Specifications and Standards, the Engineer-in-Charge shall require the Contractor to carry out or cause to be carried out tests, at such time and frequency and in such manner as specified in this Agreement and in accordance with sound engineering practice for quality assurance. Frequency and the manner in which tests shall be conducted shall be in the following order of preference:
 - (a) Contract provisions.
 - (b) CPWD/PWD specifications.
 - (c) BIS codes.
 - (d) IRC codes.
 - (e) MoRTH Specifications.
 - (f) International Codes.
 - (g) Manufacturer's specifications.

Outside tests shall be conducted at Government labs /IITs/NITs and other approved laboratories by the Engineer-in-Charge for testing of materials

- (ii) The Contractor shall, with due diligence, carry out all the tests in accordance with the Agreement and furnish the results thereof to the Engineer-in-Charge. The Engineer-in-Charge or his authorized representative shall witness or participate during the testing as specified in NIT. The contractor shall provide all necessary assistance for witnessing/participating in the field tests.
- (iii) In the event that results of any tests conducted under this clause establish any defects or deficiencies in the Works, the Contractor shall carry out remedial measures at its own cost and furnish a report to the Engineer-in-Charge in this regard. The Engineer-in-Charge shall require the Contractor to carry out or cause to be carried out tests to determine that such remedial measures have brought the works into compliance with the Specifications and standards and the procedure shall be repeated until such Works conform to the Specifications and Standards.

2.2.3 Method Statement

The 'Method statement' is a statement by which the construction procedures for important activities are stated, checked, and approved. The method statement shall be

prepared for important activities as identified by the contractor as mentioned in QAP or any other activity as instructed by Engineer-in Charge. The 'Method statement', should have a description of the item with elaborate procedure in steps to implement the same, the specifications of the materials involved, equipment to be deployed, measures for ensuring safety, their testing and acceptance criteria, precautions to be to the Engineer-in-Charge to conduct its inspection, measurement or test while the work is continuing. Provided further that in the event the Contractor receives no response from the Engineer-in-Charge within a period of 3 (three) business days from the date on which the Contractor's notice hereunder is delivered to the Engineer-in- Charge, the Contractor shall be entitled to assume that the Engineer-in-Charge would not undertake the said inspections.

22.3 Rejection

- (i) If, as a result of an examination, inspection, measurement or testing, any Plant, Materials, design or workmanship is found to be defective or otherwise not in accordance with the provisions of this Agreement, the Engineer-in-Charge may reject such piece of work, Plant, Materials, design or workmanship by giving notice to the Contractor, with reasons. The Contractor shall then promptly make good the defect and ensure that the rejected item complies with the requirements of this Agreement.
- (ii) If the Engineer-in-Charge requires a Piece of work, Plant, Material, design or workmanship to be retested, the tests shall be repeated on the same terms and conditions, as applicable in each case. If the rejection and retesting cause the department to incur any additional costs, such costs shall be recoverable by the Engineer-in-Charge from the Contractor and may be deducted by the Engineer- in-Charge from any amount due to be paid to the Contractor.
- (iii) The Contractor shall not be entitled to any extension of time on account of rectifying any defect or retesting as specified in this clause.
- (iv) Examination, inspection, measurement or testing of any Plant, Material, design or workmanship by the Engineer-in-Charge or its failure to convey its observations or to examine, inspect, measure or test shall neither relieve the Contractor of its obligations and liabilities under this Agreement in any manner nor shall the Engineer-in-Charge be liable for the same in any manner.

22.4 Remedial work

- (i) Notwithstanding any previous test or certification, the Engineer-in-Charge may instruct the Contractor to:
 - (a) remove from the site and replace any piece of work, plant or materials which are not in accordance with the provisions of this Agreement.
 - (b) remove and re-execute any work which is not in accordance with the provisions of this Agreement and the Specification and Standards; and
 - (c) execute any work which is urgently required for the safety of the Project, whether because of an accident, unforeseeable event or otherwise.

If the Contractor fails to comply with the instructions issued by the Engineer-in- Charge under aforesaid para, within the time specified in the notice or as mutually agreed, the

Engineer-in-Charge may get the work executed by another agency. The cost so incurred by the Engineer-in-Charge for undertaking such work shall, without prejudice to the rights of the Engineer-in-Charge to recover damages in accordance with the provisions of this Agreement, be recoverable from the Contractor and may be deducted by the Engineer-in-Charge from any amount due to be paid to the Contractor.

22.12 Quality Control Records

The Contractor shall hand over authenticated copy of all its quality control records and documents to the Engineer-in-Charge before the Completion Certificate is issued.

22.1 Video recording

During the Construction Period, the Contractor shall provide to the Engineer-in-Charge for every calendar quarter, a video recording which will be compiled into a 15 (fifteen) minutes digital video covering the status and progress of work in that quarter. Video recording should show different activities, stage of work, quality assurance activities etc. including animation, graphs, digital maps, commentary, sub titles, etc. spread over the quarter. The video recording shall be provided to the Engineer-in-Charge no later than 15 (fifteen) days after the close of each quarter to be reckoned from next full month of date of start of work.

22.2 Suspension of unsafe Construction Works

(i) Upon recommendation of the Engineer-in-Charge to this effect, or on his own volition in cases of emergency or urgency, the Engineer-in-Charge may by notice require the Contractor to suspend forthwith the whole or any part of the Works if, in the reasonable opinion of Engineer-in-Charge, as the case may be, such work threatens the safety of the Users and or other persons on or about the Project. Provided, however, that in case of an emergency, the Engineer-in-Charge may suo-moto issue the notice referred to hereinabove.

(ii) The Contractor shall, pursuant to the notice under above para, suspend the Works or any part thereof for such time and in such manner as may be specified by the Engineer-in-Charge and thereupon carry out remedial measures to secure the safety of suspended works, the Users, other persons and vehicles on or about the Project. The Contractor by notice require the Engineer-in-Charge to inspect such remedial measures forthwith and request for revocation of suspension. Upon reviewing the remedial measures, the Engineer-in-Charge shall either revoke such suspension or instruct the Contractor to carry out such other and further remedial measures as may be necessary and reasonable and the procedure set forth in this Clause shall be repeated until the suspension hereunder is revoked.

(iii) Subject to other provisions of the agreement, all reasonable cost incurred for maintaining and protecting the Works or part thereof during the period of suspension (the "Preservation Costs") shall be borne by the contractor, if in the opinion of Engineer-in-Charge suspension is on account of reasons attributable to the contractor.

(iv) If suspension of Work is for reasons not attributable to the Contractor, the Engineer-in-Charge shall determine any Time Extension, if required, in accordance with the provisions of clause-5.

22.3 Online maintenance of Site records including testing records.

The Engineer-in-Charge may require the contractor to upload all the site records in any online system devised by him. The contractor shall have to ensure that all the required site records, as desired by the Engineer-in-Charge shall be uploaded in this online system. Nothing extra on this account shall be payable to the contractor. In case these records are to be maintained in any online module then contractor shall comply with this

Changes in firm's
Constitution to be
Intimated

Clause 23

Where the contractor is a partnership firm/company/LLP, the prior approval in writing of the Engineer-in-charge shall be obtained before any change is made in the constitution of the firm/company/LLP. Where the contractor is an individual or a Hindu undivided family business concern, such approval as aforesaid shall likewise be obtained before the contractor enters into any partnership agreement where under the partnership firm would have the right to carry out the works hereby undertaken by the contractor. If previous approval as aforesaid is not obtained, the contract shall be deemed to have been assigned in contravention of clause 21 hereof and the same action may be taken, and the same consequences shall ensue as provided in the said clause 21.

Clause 24

Deleted vide OM No. DG/CON/329 dated 03.06.2022

Clause 25:

Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions hereinbefore mentioned and as to the quality of workmanship or materials used in the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter

Life Cycle Cost

25.1 Conciliation: If the contractor considers any work demanded of him to be outside the requirements of the contract, or disputes any drawing, record or decision given in writing by the Engineer-in-Charge; or if the Engineer-in-Charge considers any act or decision of the contractor on any matter in connection with or arising out of the contract or carrying out of the work to be unacceptable and disputed; such party may promptly refer such disputes and amount claimed for each dispute to the Conciliator (Special Director General or the Additional Director General concerned with the work, as applicable) in the proforma prescribed in Appendix XVII mentioned in Schedule F, under intimation to the other party. The Conciliator may then request each party to submit to him a brief written statement describing the disputes and the points at issue. Each party shall send a copy of such statement to the other party. At any stage of the conciliation proceedings, the Conciliator may request a party to submit to him such additional information as he deems appropriate. When it appears to the Conciliator that there exist elements of a settlement which may be acceptable to the parties, he shall formulate the terms of a possible settlement and submit them to the parties for their observations. After receiving the observations of the parties, he may re-formulate the terms of a possible settlement in the light of such observations. If the parties reach agreement on a settlement of the disputes, they may draw up and sign a written settlement agreement on non-judicial stamp paper as per Stamp Act. The Conciliator shall authenticate the settlement agreement and furnish a copy thereof to each party. The termination of conciliation proceedings shall be in accordance with Section 76 of The Arbitration and Conciliation Act, 1996. No party shall be represented before the said Conciliator by an advocate or legal counsel. The conciliation proceedings shall be completed within 45 days from the receipt of reference. This time may be enlarged by 15 days by the Conciliator. The conciliation proceedings shall be deemed to have been terminated at the end of 60 days from the receipt of reference

Settlement of
Disputes by
Conciliation and
Arbitration

25.2 Arbitration: If the aforesaid conciliation proceedings fail or the Conciliator fails to give proposal for settlement within the aforesaid period, either party may promptly give notice in the proforma prescribed in Appendix XVIII, under intimation to the other party, to the Chief Engineer or the Superintending Engineer concerned with the work (as applicable), hereinafter referred to as the Arbitrator Appointing Authority as indicated in Schedule F, for appointment of Arbitrator.

However, a party may seek appointment of Arbitrator without taking recourse to the process of conciliation mentioned in sub-clause 25.1 above.

In the event of either party giving a notice to the Arbitrator Appointing Authority for appointment of Arbitrator, the said Authority shall appoint Arbitrator as per the procedure given below and refer such disputes to arbitration.

- (a) **Number of Arbitrators:** If the contract amount is less than Rs.100 crore, the disputes may be referred for adjudication by a sole Arbitrator. If the contract amount is Rs.100 crore or more, the disputes may be referred to an Arbitral Tribunal of three Arbitrators.
- (b) **Qualification of Arbitrators:** It is a term of this contract that each member of the Arbitral Tribunal shall be Graduate Engineer with experience in execution of public works engineering contracts, and he should have worked earlier at a level not lower than the Chief Engineer (equivalent to level of Joint Secretary to the Government of India).

The aforesaid educational qualification and work experience shall be mandatory for appointment as Arbitrator.

The age of Arbitrator at the time of appointment shall not exceed 75 years. An Arbitrator may be appointed notwithstanding the total number of active arbitration cases with him.

- (c) **Parties to select Arbitrator:** Based on the criteria specified above, a list of empanelled Arbitrators has been prepared in Niyojan Vibhag/UPPWD, and the parties shall have option to select an Arbitrator from the list sent to them.

25.3 Appointment of Sole Arbitrator: The parties may opt for appointment of the Arbitrator of the Government of Uttar Pradesh. In such cases, the party seeking arbitration has to submit an express agreement in writing as per Appendix XIX towards waiver of Section 12(5) of the Arbitration and Conciliation Act, 1996 along with the notice for appointment of Arbitrator in the proforma prescribed in Appendix XVIII, under intimation to the other party. The Arbitrator Appointing Authority shall, within 30 days of receipt of the said notice, appoint Arbitrator of the Government of Uttar Pradesh as Arbitrator in the matter, provided the other party also submits waiver of Section 12(5), ibid in Appendix XIX within 7 days of the receipt of the said notice.

Where any one of the parties does not opt for the Arbitrator of the Government of Uttar Pradesh, or does not submit the waiver agreement, the Arbitrator Appointing Authority shall propose five Arbitrators from the list of Niyojan Vibhag/UPPWD Empanelled Arbitrators to the party seeking arbitration under intimation to the other party within 15 days of receiving the notice. The party seeking arbitration shall give his choice for one of them within 15 days of receiving the list, and the Arbitrator Appointing Authority shall appoint the chosen person as the Sole Arbitrator within 15 days of the receipt of choice. It is a term of this arbitration agreement that if the parties fail to select, within the period prescribed above, an Arbitrator of their choice from the list of Niyojan Vibhag/UPPWD Empanelled Arbitrators forwarded to them, the Arbitrator Appointing Authority shall himself select and appoint Arbitrator from the said list.

25.4 Appointment of Arbitral Tribunal of three Arbitrators: The Arbitrator Appointing Authority shall prepare two separate lists of five Arbitrators each from the list of Niyojan Vibhag/UPPWD Empanelled Arbitrators, and send one to the party seeking arbitration and other to the responding party, within 15 days of the receipt of notice. The parties will then choose any one Arbitrator from the list provided to them within 15 days of receipt of the list. The Arbitrator Appointing Authority shall then appoint those chosen by the respective parties as Arbitrators and also a third Arbitrator from the list of Niyojan Vibhag/UPPWD Empanelled Arbitrators to act as presiding Arbitrator, within 15 days of receipt of choice from both the parties.

It is a term of this arbitration agreement that if the parties fail to select, within the period prescribed above, an Arbitrator of their choice from the list of Niyojan Vibhag/UPPWD Empanelled Arbitrators forwarded to them, the Arbitrator Appointing Authority shall himself select and appoint Arbitrator from the said list.

Settlement of Disputes by Conciliation and Arbitration

25.5 Applicable Law: The provisions of the Arbitration and Conciliation Act, 1996 (Act 26 of 1996) and any further statutory modification or re-enactment thereof shall be applicable. Further, the fast-track procedure for arbitration contained in Section 29B of the said Act shall apply.

25.6 Fee payable to Arbitrator(s): The fee payable to the arbitral tribunal shall be as per CPWD OM No.2/2006/SE(TLC)/CSQ/137 dated 19.11.2019 (or latest amendment), and shall be shared equally by both the parties.

25.7 Place of Arbitration: The place of arbitration shall preferably be as mentioned in Schedule F. However, the Arbitral Tribunal may decide the place in consultation with both the parties.

25.8 Terms of reference: The Arbitral Tribunal shall adjudicate on only such disputes as are referred to it by the Arbitrator Appointing Authority and give separate award against each dispute referred to him and shall give reasons for the award in all cases where the total amount of the claim by any party exceeds Rs.1,00,000.

25.9 Interest on Arbitration award: It is also a term of this arbitration agreement that where the Arbitral award against any dispute is for the payment of money, no pre-suit and pendent elite interest shall be payable on any part of the Arbitral award.

Contractor to indemnify Government against Patent Rights

Clause 26

The contractor shall fully indemnify and keep indemnified the Governor of Uttar Pradesh against any action, claim or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay any royalties which may be payable in respect of any article or part thereof included in the contract. In the event of any claims made or action brought against Government in respect of any such matters as aforesaid, the contractor shall be immediately notified thereof and the contractor shall be at liberty, at his own expense, to settle any dispute or to conduct any litigation that may arise there from, provided that the contractor shall not be liable to indemnify the Governor of Uttar Pradesh if the infringement of the patent or design or any alleged patent or design right is the direct result of an order passed by the Engineer-in-charge in this behalf.

**Withholding and
lien in respect of sum
due from
Contractor**

Clause 27

- (i) Whenever any claim or claims for payment of a sum of money arises out of or under the contract or against the contractor, the Engineer-in-charge or the Government shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from the security, if any deposited by the contractor and for the purpose aforesaid, the Engineer-in-charge or the Government shall be entitled to withhold the security deposit, if any, furnished as the case may be and also have a lien over the same pending finalization or adjudication of any such claim. In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the contractor, the Engineer-in-Charge or the Government shall be entitled to withhold and have a lien to retain to the extent of such claimed amount or amounts referred to above, from any sum or sums found payable or which may at any time thereafter become payable to the contractor under the same contract or any other contract with the Engineer-in-Charge of the Government or any contracting person through the Engineer-in-Charge pending finalization of adjudication of any such claim.

It is an agreed term of the contract that the sum of money or moneys so withheld or retained under the lien referred to above by the Engineer-in-Charge or Government will be kept withheld or retained as such by the Engineer-in-Charge or Government till the claim arising out of or under the contract is determined by the arbitrator (if the contract is governed by the arbitration clause) by the competent court, as the case may be and that the contractor will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention under the lien referred to above and duly notified as such to the contractor. For the purpose of this clause, where the contractor is a partnership firm or a limited company, the Engineer-in-charge or the Government shall be entitled to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner/limited company as the case may be, whether in his individual capacity or otherwise.

- (ii) Government shall have the right to cause an audit and technical examination of the works and the final bills of the contractor including all supporting vouchers, abstract, etc., to be made after payment of the final bill and if as a result of such audit and technical examination any sum is found to have been overpaid in respect of any work done by the contractor under the contract or any work claimed to have been done by him under the contract and found not to have been executed, the contractor shall be liable to refund the amount of overpayment and it shall be lawful for Government to recover the same from him in the manner prescribed in sub-clause (i) of this clause or in any other manner legally permissible; and if it is found that the contractor was paid less than what was due to him under the contract in respect of any work executed by him under it, the amount of such under payment shall be duly paid by Government to the contractor, without any interest thereon whatsoever.

Provided that the Government shall not be entitled to recover any sum overpaid, nor the contractor shall be entitled to payment of any sum paid short where such payment has been agreed upon between the Superintending Engineer or Executive Engineer on the one hand and the contractor on the other under any term of the contract permitting payment for work after assessment by the Superintending Engineer or the Engineer-in-Charge.

Lien in respect of claims in other Contracts

Clause 28

Any sum of money due and payable to the contractor (including the security deposit returnable to him) under the contract may be withheld or retained by way of lien by the Engineer-in-charge or the Government or any other contracting person or persons through Engineer-in-charge against any claim of the Engineer-in-charge or Government or such other person or persons in respect of payment of a sum of money arising out of or under any other contract made by the contractor with the Engineer-in-charge or the Government or with such other person or persons. It is an agreed term of the contract that the sum of money so withheld or retained under this clause by the Engineer-in-charge or the Government will be kept withheld or retained as such by the Engineer-in-charge or the Government or till his claim arising out of the same contract or any other contract is either mutually settled or determined by the arbitration clause or by the competent court, as the case may be and that the contractor shall have no claim for interest or damages whatsoever on this account or on any other ground in respect of any sum of money withheld or retained under this clause and duly notified as such to the contractor.

Clause 29

Employment of coal mining or controlled area labour not Permissible

The contractor shall not employ coal mining or controlled area labour falling under any category whatsoever on or in connection with the work or recruit labour from area within a radius of 32 km (20 miles) of the controlled area. Subject as above the contractor shall employ imported labour only i.e., deposit imported labour or labour imported by contractors from area, from which import is permitted.

Where ceiling price for imported labour has been fixed by State or Regional Labour Committees, not more than that ceiling price shall be paid to the labour by the contractor.

The contractor shall immediately remove any labourer who may be pointed out by the Engineer in-Charge as being a coal mining or controlled area labourer. Failure to do so shall render the contractor liable to pay to Government a sum calculated at the rate of Rs.100/- per day per labourer. The certificate of the Engineer-in-Charge about the number of coal mining or controlled area labourer and the number of days for which they worked shall be final and binding upon all parties to this contract.

It is declared and agreed between the parties that the aforesaid stipulation in this clause is one in which the public are interested within the meaning of the exception in Section 74 of Indian Contract Act, 1872.

Explanation:- Controlled Area means the following areas:

Districts of Dhanbad, Hazaribagh, Jamtara - a Sub-Division under Santhal Pargana Commissioner, Districts of Bankura, Birbhum, Burdwan, District of Bilaspur.

Water for Works

Any other area which may be declared a Controlled Area by or with the approval of the Central Government.

Clause 30

The contractor(s) shall make his/their own arrangements for water required for the work and nothing extra will be paid for the same. This will be subject to the following conditions.

- (i) That the water used by the contractor(s) shall be fit for construction purposes to the satisfaction of the Engineer-in-Charge.

The Engineer-in-Charge shall make alternative arrangements for supply of water at the risk and cost of contractor(s) if the arrangements made by the contractor(s) for procurement of water are in the opinion of the Engineer-in-Charge, unsatisfactory.

Alternate water arrangements

Clause 31

The contractor shall be allowed to construct temporary wells in Government land for taking water for construction purposes only after he has got permission of the Engineer-in-charge in writing. No charges shall be recovered from the contractor on this account, but the contractor shall be required to provide necessary safety arrangements to avoid any accidents or damage to adjacent buildings, roads and service lines. He shall be responsible for any accidents or damage caused due to construction and subsequent maintenance of the wells and shall restore the ground to its original condition after the wells are dismantled on completion of the work.

Employment of Technical Staff and employees

Clause 32

Contractors Superintendence, Supervision, Technical Staff & Employees

- (i) The contractor shall provide all necessary superintendence during execution of the work and all along thereafter as may be necessary for proper fulfilling of the obligations under the contract.

As per tendered amount (worked out on the basis of quoted rate of individual items) and before commencement of the work, intimate in writing to the Engineer-in-Charge, the name(s), qualifications, experience, age, address(s) and other particulars along with certificates, of the principal technical representative to be in charge of the work and other technical representative(s) who will be supervising the work. Minimum requirement of such technical representative(s) and their qualifications and experience shall not be lower than specified in Schedule 'F'. Even if the contractor (or partner(s) in case of firm/ company) is himself / herself an Engineer, it is necessary on the part of the contractor to Employ principal technical representative / technical representative (s) as per stipulation in Schedule 'F'.

The Engineer-in-Charge shall within 3 days of receipt of such communication intimate in writing his approval or otherwise of such a representative(s) to the contractor. Any such approval may at any time be withdrawn and in case of such withdrawal, the contractor shall appoint another such representative(s) according to the provisions of this clause. Decision of the tender accepting authority shall be final and binding on the contractor in this respect. Such a principal technical representative and other technical representative(s) shall be appointed by the contractor soon after receipt of the approval from Engineer-in-charge and shall be available at site before start of work.

All the provisions applicable to the principal technical representative under the Clause will also be applicable to other technical representative(s). The principal technical representative and other technical representative(s) shall be present at the site of work for supervision at all times when any construction activity is in progress and also present himself/themselves, as required, to the Engineer-in-Charge and/or his designated representative to take instructions. Instructions given to the principal technical representative or other technical representative(s) shall be deemed to have the same force as if these have been given to the contractor. The principal technical representative and other technical representative(s) shall be actually available at site fully during all stages of execution of work, during recording/checking/test checking of measurements of works and whenever so required by the Engineer-in-Charge and shall also note down instructions conveyed by the Engineer-in-Charge or his designated representative(s).

in the site order book and shall affix his/their signature in token of noting down the instructions and in token of acceptance of measurements/checked measurements/ test checked measurements. The representative(s) shall not look after any other work.

Substitutes, duly approved by Engineer-in-Charge of the work in similar manner as aforesaid shall be provided in event of absence of any of the representative(s) by more than two days. If the Engineer-in-Charge, whose decision in this respect is final and binding on the contractor, is convinced that no such technical representative(s) is/are effectively appointed or is/are effectively attending or fulfilling the provision of this clause, a recovery (non-refundable) shall be effected from the contractor as specified in Schedule 'F' and the decision of the Engineer-In-Charge as recorded in the site order book and measurement recorded checked/test checked in Measurement Books shall be final and binding on the contractor. Further if the contractor fails to appoint suitable technical Principal technical representative and/or other technical representative(s) and if such appointed persons are not effectively present or are absent by more than two days without duly approved substitute or do not discharge their responsibilities satisfactorily, the Engineer-in-Charge shall have full powers to suspend the execution of the work until such date as suitable other technical representative(s) is/are appointed and the contractor shall be held responsible for the delay so caused to the work. The contractor shall submit a certificate of employment of the technical representative(s) (in the form of copy of Form-16 or CPF deduction issued to the Engineers employed by him) along with every on account bill/ final bill and shall produce evidence if at any time so required by the Engineer-in-Charge.

- (ii) The contractor shall provide and employ on the site only such technical assistants as are skilled and experienced in their respective fields and such foremen and supervisory staff as are competent to give proper supervision to the work.

The contractor shall provide and employ skilled, semiskilled and unskilled labour as is necessary for proper and timely execution of the work.

The Engineer-in-Charge shall be at liberty to object to and require the contractor to remove from the works any person who in his opinion misconducts himself, or is incompetent or negligent in the performance of his duties or whose employment is otherwise considered by the Engineer-in-Charge to be undesirable. Such person shall not be employed again at works site without the written permission of the Engineer-in-Charge and the persons so removed shall be replaced as soon as possible by competent substitutes.

**Levy/Taxes payable
by Contractor**

Clause 33

- (i) GST, Building and other Construction Workers Welfare Cess or any other tax, levy or Cess in respect of input for or output by this contract shall be payable by the contractor and Government shall not entertain any claim whatsoever in this respect except as provided under Clause 34.
- (ii) The contractor shall deposit royalty and obtain necessary permit for supply of the red bajri, stone, kankar, stone aggregate, earth, sand etc. from local authorities.
- (iii) If pursuant to or under any law, notification or order any royalty, cess or the like becomes payable by the Government of India and does not any time become payable by the contractor to the State Government, Local authorities in respect of any material used by the contractor in the works, then in such a case, it shall be lawful to the Government of India and it will have the right and be entitled to recover the amount paid in the circumstances as aforesaid from dues of the contractor.

Conditions for reimbursement of levy/taxes if levied after receipt of Tenders

Clause 34

- (i) All tendered rates shall be inclusive of any tax, levy or cess applicable on last stipulated date of receipt of tender including extension if any. No adjustment i.e. increase or decrease shall be made for any variation in the rate of GST, Building and Other Construction Workers Welfare Cess or any tax, levy or cess applicable on inputs.

However, effect of variation in rates of GST or Building and Other Construction Workers Welfare Cess or imposition or repeal of any other tax, levy or cess applicable on output of the works contract shall be adjusted on either side, increase or decrease.

Provided further that for Building and Other Construction Workers Welfare Cess or any tax (other than GST), levy or cess varied or imposed after the last date of receipt of tender including extension if any, any increase shall be reimbursed to the contractor only if the contractor necessarily and properly pays such increased amount of taxes/levies/cess.

Provided further that such increase including GST shall not be made in the extended period of contract for which the contractor alone is responsible for delay as determined by authority for extension of time under Clause 5 in Schedule F.

- (ii) The contractor shall keep necessary books of accounts and other documents for the purpose of this condition as may be necessary and shall allow inspection of the same by a duly authorized representative of the Government and/or the Engineer-in-charge and shall also furnish such other information/document as the Engineer-in-Charge may require from time to time.
- (iii) The contractor shall, within a period of 30 days of the imposition of any such further tax or levy or cess, or variation or repeal of such tax or levy or cess give a written notice thereof to the Engineer-in-charge that the same is given pursuant to this condition, together with all necessary information relating thereto.

Termination of Contract on death of contractor

Clause 35

Without prejudice to any of the rights or remedies under this contract, if the contractor dies, the Engineer-in-charge on behalf of the Governor of Uttar Pradesh shall have the option of terminating the contract without compensation to the contractor.

If relative working in NIYOJAN VIBHAG/UPPWD then the contractor not allowed to tender

Clause 36

The contractor shall not be permitted to tender for works in the NIYOJAN VIBHAG/UPPWD circle (Division in case of contractors of Horticulture/Nursery categories) responsible for award and execution of contracts in which his near relative is posted as Divisional Accountant or as an officer in any capacity between the grades of the Superintending Engineer and Junior Engineer (both inclusive). He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any Gazetted Officer in the NIYOJAN VIBHAG/UPPWD or in the Ministry of Housing and Urban Affairs. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of this Department. If however the contractor is registered in any other department, he shall be debarred from tendering in NIYOJAN VIBHAG/UPPWD for any breach of this condition.

NOTE: By the term "near relatives" is meant wife, husband, parents and grandparents, children and grandchildren, brothers and sisters, uncles, aunts and cousins and their corresponding in-laws.

No Gazetted
Engineer to work as
Contractor within
one year of
retirement

Clause 37

No engineer of gazetted rank or other gazetted officer employed in engineering or administrative duties in an engineering department of the Government of India shall work as a contractor or employee of a contractor for a period of one year after his retirement from government service without the previous permission of Government of India in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found at any time to be such a person who had not obtained the permission of Government of India as aforesaid, before submission of the tender or engagement in the contractor's service, as the case may be.

Theoretical
consumption of
Material

Clause 38

(i) After completion of the work and also at any intermediate stage in the event of Non reconciliation of materials issued theoretical quantity of materials used in the work shall be calculated on the basis and method given hereunder:

- (a) Quantity of cement & bitumen shall be calculated on the basis of quantity of cement & bitumen required for different items of work as shown in the Schedule of Rates mentioned in Schedule 'F'. In case any item is executed for which standard constants for the consumption of cement or bitumen are not available in the above-mentioned schedule/statement or cannot be derived from the same shall be calculated on the basis of standard formula to be laid down by the Engineer-in-Charge.
- (b) Theoretical quantity of steel reinforcement or structural steel sections shall be taken as the quantity required as per design or as authorized by Engineer-in-Charge, including authorized lappages, chairs etc. plus 3% wastage due to cutting into pieces, such theoretical quantity being determined and compared with the actual, each diameter wise, section wise and category wise separately.
- (c) Theoretical quantity of G.I. & C.I. or other pipes, conduits, wires and cables, pig lead and G.I./M.S. sheets shall be taken as quantity actually required and measured plus 5% for wastage due to cutting into pieces (except in the case of G.I./M.S. sheets it shall be 10%), such determination & comparison being made diameter wise & category wise.
- (d) For any other material as per actual requirements.

Over the theoretical quantities of materials so computed a variation shall be allowed as specified in Schedule 'F' For nonscheduled items, the decision of the Superintending Engineer regarding theoretical quantities of materials which should have been actually used, shall be final and binding on the contractor.

(ii) The said action under this clause is without prejudice to the right of the Government to take action against the contractor under any other conditions of contract for not doing the work according to the prescribed specifications.

Compensation
during warlike
situations

Clause 39

The work (whether fully constructed or not) and all materials, machines, tools and plants, scaffolding, temporary buildings and other things connected therewith shall be at the risk of the contractor until the work has been delivered to the Engineer-in-Charge and a certificate from him to that effect obtained. In the event of the work or any materials properly brought to the site for incorporation in the work being damaged or destroyed in consequence of hostilities or warlike operation, the contractor shall when ordered (in writing) by the Engineer-in-Charge to remove any debris from the site, collect and properly stack or remove in store all serviceable

materials salvaged from the damaged work and shall be paid at the contract rates in accordance with the provision of this agreement for the work of clearing the site of debris, stacking or removal of serviceable material and for reconstruction of all works ordered by the Engineer- in-Charge, such payments being in addition to compensation upto the value of the work originally executed before being damaged or destroyed and not paid for. In case of works damaged or destroyed but not already measured and paid for, the compensation shall be assessed by the Divisional Officer upto Rs.2,00,000/- and by the next higher officer concerned for a higher amount. The contractor shall be paid for the damages/destruction suffered and for restoring the material at the rate based on analysis of rates tendered for in accordance with the provision of the contract. The certificate of the Engineer-in-Charge regarding the quality and quantity of materials and the purpose for which they were collected shall be final and binding on all parties to this contract.

Provided always that no compensation shall be payable for any loss in consequence of hostilities or warlike operations (a) unless the contractor had taken all such precautions against air raid as are deemed necessary by the A.R.P. (Air Raid Precaution) Officers or the Engineer-in-Charge (b) for any material etc. not on the site of the work or for any tools, plant, machinery, scaffolding, temporary building and other things not intended for the work. In the event of the contractor having to carry out reconstruction as aforesaid, he shall be allowed such extension of time for its completion as is considered reasonable by the Divisional Officer.

Apprentices Act provisions to be complied with

Clause 40

The contractor shall comply with the provisions of the Apprentices Act, 1961 and the rules and orders issued there under from time to time. If he fails to do so, his failure will be a breach of the contract and the Superintending Engineer may, in his discretion, cancel the contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the said Act.

Release of Security deposit

Clause 41

The Security Deposit of the work shall be refunded if no labour complaint has been received from the labour officer till the due date of its payment. If a labour complaint is received during this period, the Engineer-in-Charge shall, after issue of notice in this regard to the contractor, deduct the amount required to settle the complaint from his security deposit and refund the balance amount.

Note :- In case of any discrepancies between Hindi and English version, English version shall prevail.

INTEGRITY PACT

(Integrity Pact is applicable for all works of estimated cost put to tender equal to or more than the threshold value given in Schedule-F)

This Integrity Pact is made at on this day of 20

BETWEEN

Governor of Uttar Pradesh represented by the Engineer-in-Charge (hereinafter referred to as the Principal, which expression shall unless repugnant to them earning or context here of include its successors and permitted assignees)

AND

.....
(Name and address of the Bidder)

(Hereinafter referred to as the Bidder/Contractor and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assignees)

Preamble

WHEREAS the Principal has floated the tender (NIT No.....) (herein after referred to as the Tender) and intends to award, under laid down organizational procedure, contract for (Name of work) hereinafter referred to as the Contract.

AND WHEREAS the Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Contractor(s).

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as Integrity Pact), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

In order to achieve these goals, the Principal will appoint Independent External Monitors (IEMs) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned hereunder.

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Integrity Pact witnesses as under:

Articles

Article 1: Commitment of the Principal

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - (a) No employee of the Principal, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - (b) The Principal will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.
 - (c) The Principal shall endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein

mentioned or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

Article 2: Commitment of the Bidder(s)/Contractor(s)

1. It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government / Department all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
2. The Bidder(s)/Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:
 - (a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.
 - (b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of Bids or any other actions to restrict competitiveness or to cartelize in the Bidding process.
 - (c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - (d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/ representatives in India, if any. Similarly Bidder(s)/Contractor(s) of Indian nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could Bid in a tender but not both. Further, in cases where an agent participates in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.
 - (e) The Bidder(s)/Contractor(s) will, when presenting his Bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
 - (f) Bidder(s) / Contractor(s) who have signed the Integrity Pact shall not approach the courts while representing the matter to IEMs and shall wait for their decision in the matter.
3. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
4. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice, wilful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.
5. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use coercive practices (which shall include the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property) to influence their participation in the tendering process.

Article 3: Consequences of Breach

Without prejudice to any rights that may be available to the Principal under law or the contract or its established policies and laid down procedures, the Principal shall have the following rights in case of breach of this Integrity Pact by the

Bidder(s)/Contractor(s) and the Bidder/ Contractor accepts and undertakes to respect and uphold the Principal absolute right:

1. If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal after giving 14 days notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal. Such exclusion may be forever or for a limited period as decided by the Principal.
2. Forfeiture of Earnest Money Deposit/Performance Guarantee/Security Deposit: If the Principal has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal apart from exercising any legal rights that may have accrued to the Principal, may in its considered opinion forfeit the entire amount of Earnest Money Deposit/Performance Guarantee and Security Deposit of the Bidder/Contractor.
3. Criminal Liability: If the Principal obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of PC Act, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to law enforcing agencies for further investigation.

Article 4: Previous Transgression

1. The Bidder declares that no previous transgressions occurred in the last 3 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the tender process.
2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken for banning of business dealings/holiday listing of the Bidder/Contractor as deemed fit by the Principal.
3. If the Bidder/Contractor can prove that he has resorted/recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal may, at its own discretion, revoke the exclusion prematurely.

Article 5: Equal Treatment of all Bidders/Contractors/Subcontractors

1. The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement by any of its Subcontractors/sub vendors.
2. The Principal will enter into pacts on identical terms as this one with all Bidders and Contractors.
3. The Principal will disqualify Bidders who do not submit the duly signed Integrity Pact between the Principal and the Bidder along with the Tender or violate its provisions at any stage of the Tender process.

Article 6- Duration of the Pact

This Integrity Pact begins when both the parties have legally signed it. It expires for the Contractor 12 months after the completion of work under the contract or expiry of defect liability period or last payment made under the contract, whichever is later and for all other Bidders, 6 months after the Contract has been awarded.

If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this Integrity Pact as specified above, unless it is discharged/determined by the ADG,SDG, NIYOJAN VIBHAG/UPPWD concerned.

Article 7- Other Provisions

1. This Integrity Pact is subject to Indian Law, place of performance and jurisdiction is the Headquarters of the Division of the Principal, who has floated the tender.
2. Changes and supplements as well as termination notice need to be made in writing.

3. If the Contractor is a partnership or a consortium, this Integrity Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Integrity Pact must be signed by a representative duly authorized by board resolution.
4. Should one or several provisions of this Integrity Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
5. Issues like Warranty/Guarantee etc. shall be outside the purview of IEMs.
6. It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Pact, any action taken by the Principal in accordance with this Integrity Pact or interpretation thereof shall not be subject to arbitration.
7. In view of the nature of integrity pact, the Integrity Pact is irrevocable and shall remain valid even if the main tender/contract is terminated till the currency of the integrity pact.
8. If any complaint regarding violation of IP is received directly by the Principal in respect of the contract, the same shall be referred to the IEM for comments/recommendations.

Article 8 –Independent External Monitor (IEM)

- (1) The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission (Names and address of IEMs are as mentioned in Schedule-F). The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all contract documents, whenever required. It will be obligatory for him/her to treat the information and documents of the Bidders / Contractors as confidential.
- (3) The Bidder(s)/Contractor(s) accepts that the IEM has the right to access without restriction to all project documentation of the Principal including that provided by the Contractor, The Contractor will also grant the IEM, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to subcontractors.
- (4) The IEM is under contractual obligation to treat the information and documents of the Bidder{s}/Contractor(s)/ Sub-contractor(s) with confidentiality. The IEM has also signed ‘Non- Disclosure of Confidential Information’ and ‘Absence of Conflict of Interest’. In case if any conflict of interest arising at a later date, the IEM shall inform the Engineer-in-Charge and recuse himself / herself from that case.
- (5) As soon as the IEM notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The IEM can in this regard submit non-binding recommendations. Beyond this, the IEM has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (6) The IEM will submit a written report to the Chief Engineer concerned within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- (7) If the IEM has reported to the CHIEF ENGINEER concerned, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the CHIEF ENGINEER concerned has, within a reasonable time, not taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the IEM may also transmit this information directly to the Central Vigilance Commissioner.
- (8) The Principal will provide to the IEM sufficient information about all meetings among the parties related to the project provided such meetings could have impact on contractual relations between the Principal and the contractor. The parties will offer to the IEM the option to participate in such meetings.
- (9) The word IEM or monitor would include both singular and plural.

Article 9- Legal and Prior Rights

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/Contact documents with regard to any of the provisions covered under this Integrity Pact.

IN WITNESS WHERE OF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

.....

(For and on behalf of Principal)

.....

(For and on behalf of Bidder/Contractor)

WITNESSES:

1
(signature, name and address)

2.....
(signature, name and address)

Place:

Dated:

Note: To be signed by the Bidder and the Engineer-in-Charge.

Provision of IEMs

IEMs (Independent External Monitors) have been appointed to monitor IP (Integrity pact) for works having estimated cost as mentioned in Schedule F. Details (names, address, number etc.) of IEMs are available in the Schedule F.

UPPWD SAFETY CODE

1. Suitable scaffolds should be provided for workmen for all works that cannot safely be done from the ground, or from solid construction except such short period work as can be done safely from ladders. When a ladder is used, an extra mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying materials as well suitable footholds and handhold shall be provided on the ladder and the ladder shall be given an inclination not steeper than $\frac{1}{4}$ to $1\frac{1}{4}$ horizontal and 1 vertical.)
2. Scaffolding of staging more than 3.6 m (12ft.) above the ground or floor, swung or suspended from an overhead support or erected with stationary support shall have a guard rail properly attached or bolted, braced and otherwise secured at least 90 cm. (3ft.) high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends there of with only such opening as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.
3. Working platforms, gangways and stairways should be so constructed that they should not sag unduly or unequally, and if the height of the platform or the gangway or the stairway is more than 3.6 m (12ft.) above ground level or floor level, they should be closely boarded, should have adequate width and should be suitably fastened as described in (2) above.
4. Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of person or materials by providing suitable fencing or railing whose minimum height shall be 90 cm. (3ft.)
5. Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9m. (30ft.) in length while the width between side rails in rung ladder shall in no case be less than 29 cm. (11½") for ladder upto and including 3 m. (10 ft.) in length. For longer ladders, this width should be increased at least $\frac{1}{4}$ " for each additional 30 cm. (1 foot) of length. Uniform step spacing of not more than 30 cm shall be kept. Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites or work shall be so stacked or placed as to cause danger or inconvenience to any person or the public. The contractor shall provide all necessary fencing and lights to protect the public from accident and shall be bound to bear the expenses of defence of every suit, action or other proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precautions 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 compensate any claim by any such person.
6. (a) Excavation and Trenching - All trenches 1.2 m. (4ft.) or more in depth, shall at all times be supplied with at least one ladder for each 30 m. (100 ft.) in length or fraction thereof, Ladder shall extend from bottom of the trench to at least 90 cm. (3ft.) above the surface of the ground. The side of the trenches which are 1.5 m. (5ft.) or more in depth shall be stepped back to give suitable slope or securely held by timber bracing, so as to avoid the danger of sides collapsing. The excavated materials shall not be placed within 1.5 m. (5ft.) of the edges of the trench or half of the depth of the trench whichever is more. Cutting shall be done from top to bottom. Under no circumstances, undermining or undercutting shall be done.
7. Safety Measures for digging bore holes:-
 - (i) If the bore well is successful, it should be safely capped to avoid caving and collapse of the bore well. The failed and the abandoned ones should be completely refilled to avoid caving and collapse;
 - (ii) During drilling, Sign boards should be erected near the site with the address of the drilling contractor and the Engineer in-charge of the work;
 - (iii) Suitable fencing should be erected around the well during the drilling and after the installation of the rig on the point of drilling, flags shall be put 50m around the point of drilling to avoid entry of people;

- (iv) After drilling the borewell, a cement platform (0.50m x 0.50m x 1.20m) 0.60m above ground level and 0.60m below ground level should be constructed around the well casing;
 - (v) After the completion of the borewell, the contractor should cap the bore well properly by welding steel plate, cover the bore well with the drilled wet soil and fix thorny shrubs over the soil. This should be done even while repairing the pump;
 - (vi) After the borewell is drilled the entire site should be brought to the ground level.
8. **Demolition** - Before any demolition work is commenced and also during the progress of the work,
- (i) All roads and open areas adjacent to the work site shall either be closed or suitably protected.
 - (ii) No electric cable or apparatus which is liable to be a source of danger or a cable or apparatus used by the operator shall remain electrically charged.
 - (iii) All practical steps shall be taken to prevent danger to persons employed from risk of fire or explosion or flooding. No floor, roof or other part of the building shall be so overloaded with debris or materials as to render it unsafe.
9. All necessary personal safety equipment as considered adequate by the Engineer-in-Charge should be kept available for the use of the person employed on the site and maintained in a condition suitable for immediate use, and the contractor should take adequate steps to ensure proper use of equipment by those concerned:- The following safety equipment shall invariably be provided.
- (i) Workers employed on mixing asphaltic materials, cement and lime mortars shall be provided with protective footwear and protective goggles.
 - (ii) Those engaged in white washing and mixing or stacking of cement bags or any material which is injurious to the eyes, shall be provided with protective goggles.
 - (iii) Those engaged in welding works shall be provided with welder's protective eye shields.
 - (iv) Stone breaker shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.
 - (v) When workers are employed in sewers and manholes, which are in active use, the contractors shall ensure that the manhole covers are opened and ventilated atleast for an hour before the workers are allowed to get into the manholes, and the manholes so opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident to the public. In addition, the contractor shall ensure that the following safety measure are adhered to :-
 - (a) Entry for workers into the line shall not be allowed except under supervision of the JE or any other higher officer.
 - (b) At least 5 to 6 manholes upstream and downstream should be kept open for at least 2 to 3 hours before any man is allowed to enter into the manhole for working inside.
 - (c) Before entry, presence of Toxic gases should be tested by inserting wet lead acetate paper which changes colour in the presence of such gases and gives indication of their presence.
 - (d) Presence of Oxygen should be verified by lowering a detector lamp into the manhole. In case, no Oxygen is found inside the sewer line, workers should be sent only with Oxygen kit.
 - (e) Safety belt with rope should be provided to the workers. While working inside the manholes, such rope should be handled by two men standing outside to enable him to be pulled out during emergency.
 - (f) The area should be barricaded or cordoned of by suitable means to avoid mishaps of any kind. Proper warning signs should be displayed for the safety of the public whenever cleaning works are undertaken during night or day.
 - (g) No smoking or open flames shall be allowed near the blocked manhole being cleaned.

- (h) The malba obtained on account of cleaning of blocked manholes and sewer lines should be immediately removed to avoid accidents on account of slippery nature of the malba.
 - (i) Workers should not be allowed to work inside the manhole continuously. He should be given rest intermittently. The Engineer-in-Charge shall decide the time up to which a worker may be allowed to work continuously inside the manhole.
 - (j) Gas masks with Oxygen Cylinder should be kept at site for use in emergency.
 - (k) Air-blowers should be used for flow of fresh air through the manholes. Whenever called for, portable air blowers are recommended for ventilating the manholes. The Motors for these shall be vapour proof and of totally enclosed type. Non sparking gas engines also could be used but they should be placed at least 2 metres away from the opening and on the leeward side protected from wind so that they will not be a source of friction on any inflammable gas that might be present.
 - (l) The workers engaged for cleaning the manholes/sewers should be properly trained before allowing to work in the manhole.
 - (m) The workers shall be provided with Gumboots or non sparking shoes bump helmets and gloves non sparking tools safety lights and gas masks and portable air blowers (when necessary). They must be supplied with barrier cream for anointing the limbs before working inside the sewer lines.
 - (n) Workmen descending a manhole shall try each ladder stop or rung carefully before putting his full weight on it to guard against insecure fastening due to corrosion of the rung fixed to manhole well.
 - (o) If a man has received a physical injury, he should be brought out of the sewer immediately and adequate medical aid should be provided to him.
 - (p) The extent to which these precautions are to be taken depend on individual situation but the decision of the Engineer-in-Charge regarding the steps to be taken in this regard in an individual case will be final.
- (vi) The Contractor shall not employ men and women below the age of 18 years on the work of painting with products containing lead in any form. Wherever men above the age of 18 are employed on the work of lead painting, the following precaution should be taken:-
- (a) No paint containing lead or lead products shall be used except in the form of paste or readymadepaint.
 - (b) Suitable face masks should be supplied for use by the workers when paint is applied in the form of spray or a surface having lead paint is dry rubbed and scrapped.
 - (c) Overalls shall be supplied by the contractors to the workmen and adequate facilities shall be provided to enable the working painters to wash during and on the cessation of work.
- (vii) Workmen executing work on scaffolds or other structures above specified height shall be provided with full body harness and fall arresters.
10. An additional clause (viii)(i) of Central Public Works Department Safety Code (iv) the Contractor shall not employ women and men below the age of 18 on the work of painting with product containing lead in any form, wherever men above the age of 18 are employed on the work of lead painting, the following principles must be observed for such use :
- (i) White lead, sulphate of lead or product containing these pigment, shall not be used in painting operation except in the form of pastes or paint ready for use.
 - (ii) Measures shall be taken, wherever required in order to prevent danger arising from the application of a paint in the form of spray.
 - (iii) Measures shall be taken, wherever practicable, to prevent danger arising out of from dust caused by dry rubbing down and scraping.

- (iv) Adequate facilities shall be provided to enable working painters to wash during and on cessation of work.
 - (v) Overall shall be worn by working painters during the whole of working period.
 - (vi) Suitable arrangement shall be made to prevent clothing put off during working hours being spoiled¹³ by painting materials.
 - (vii) Cases of lead poisoning and suspected lead poisoning shall be notified and shall be subsequently verified by medical man appointed by competent authority of NIYOJAN VIBHAG/UPPWD.
 - (viii) NIYOJAN VIBHAG/UPPWD may require, when necessary medical examination of workers.
 - (ix) Instructions with regard to special hygienic precautions to be taken in the painting trade shall be distributed to working painters.
11. When the work is done near any place where there is risk of drowning, all necessary equipments should be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision, should be made for prompt first aid treatment of all injuries likely to be obtained during the course of the work.
 12. Use of hoisting machines and tackle including their attachments, anchorage and supports shall conform to the following standards or conditions:-
 - (i) (a) These shall be of good mechanical construction, sound materials and adequate strength and free from patent defects and shall be kept repaired and in good working order.
 - (b) Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate strength, and free from patent defects.
 - (ii) Every crane driver or hoisting appliance operator, shall be properly qualified and no person under the age of 21 years should be in charge of any hoisting machine including any scaffolding winch or give signals to operator.
 - (iii) In case of every hoisting machine and of every chain ring hook, shackle swivel and pulley block used in hoisting or as means of suspension, the safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with the safe working load. In case of a hoisting machine having a variable safe working load each safe working load and the condition under which it is applicable shall be clearly indicated. No part of any machine or any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.
 - (iv) In case of departmental machines, the safe working load shall be notified by the Electrical Engineer-in- Charge. As regards contractor's machines the contractors shall notify the safe working load of the machine to the Engineer-in-Charge whenever he brings any machinery to site of work and get it verified by the Electrical Engineer concerned.
 13. Motors, gearing, transmission, electric wiring and other dangerous parts of hoisting appliances should be provided with efficient safeguards. Hoisting appliances should be provided with such means as will reduce to the minimum the risk of accidental descent of the load. Adequate precautions should be taken to reduce to the minimum the risk of any part of a suspended load becoming accidentally displaced. When workers are employed on electrical installations which are already energized, insulating mats, wearing apparel, such as gloves, sleeves and boots as may be necessary should be provided. The worker should not wear any rings, watches and carry keys or other materials which are good conductors of electricity.
 14. All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities should be provided at or near places of work.
 15. These safety provisions should be brought to the notice of all concerned by display on a notice board at a prominent

place at work spot. The person responsible for compliance of the safety code shall be named therein by the contractor.

16. To ensure effective enforcement of the rules and regulations relating to safety precautions the arrangements made by the contractor shall be open to inspection by the Labour Officer or Engineer-in-Charge of the department or their representatives.
17. Notwithstanding the above clauses from (1) to (15), there is nothing in these to exempt the contractor from the operations of any other Act or Rule in force in the Republic of India.

Model Rules for the Protection of Health and Sanitary Arrangements for Workers Employed by NIYOJAN VIBHAG/UPPWD or its Contractors

1. APPLICATION

These rules shall apply to all buildings and construction works in charge of Central Public Works Department/ PWD (DA) in which twenty or more workers are ordinarily employed or are proposed to be employed in any day during the period during which the contract work is in progress.

2. DEFINITION

Work place means a place where twenty or more workers are ordinarily employed in connection with construction work on any day during the period during which the contract work is in progress.

3. FIRST-AID FACILITIES

(i) At every work place, there shall be provided and maintained, so as to be easily accessible during working hours, first-aid boxes at the rate of not less than one box for 150 contract labour or part thereof ordinarily employed.

(ii) The first-aid box shall be distinctly marked with a red cross on white background and shall contain the following equipment:-

(a) For work places in which the number of contract labour employed does not exceed 50- Each first-aid box shall contain the following equipments :-

1. 6 small sterilised dressings.
2. 3 medium size sterilised dressings.
3. 3 large size sterilised dressings.
4. 3 large sterilised burn dressings.
5. 1 (30 ml.) bottle containing a two per cent alcoholic solution of iodine.
6. 1 (30 ml.) bottle containing salvolatile having the dose and mode of administration indicated on the label.
7. 1 snakebite lancet.
8. 1 (30 gms.) bottle of potassium permanganate crystals.
9. 1 pair scissors.
10. 1 copy of the first-aid leaflet issued by the Director General, Factory Advice Service and Labour Institutes, Government of India.
11. 1 bottle containing 100 tablets (each of 5 gms.) of aspirin.
12. Ointment for burns.
13. A bottle of suitable surgical antiseptic solution.

(b) For work places in which the number of contract labour exceed 50. Each first-aid box shall contain the following equipments.

1. 12 small sterilised dressings.
2. 6 medium size sterilised dressings.
3. 6 large size sterilised dressings.
4. 6 large size sterilised burn dressings.
5. 6 (15 gms.) packets sterilised cotton wool.

6. 1 (60 ml.) bottle containing a two per cent alcoholic solution iodine.
 7. 1 (60 ml.) bottle containing salvolatile having the dose and mode of administration indicated on the label.
 8. 1 roll of adhesive plaster.
 9. 1 snake bite lancet.
 10. 1 (30 gms.) bottle of potassium permanganate crystals.
 11. 1 pair scissors.
 12. 1 copy of the first-aid leaflet issued by the Director General Factory Advice Service and Labour Institutes /Government of India.
 13. A bottle containing 100 tablets (each of 5 gms.) of aspirin.
 14. Ointment for burns.
 15. A bottle of suitable surgical antiseptic solution.
- (iii) Adequate arrangements shall be made for immediate recoument of the equipment when necessary.
 - (iv) Nothing except the prescribed contents shall be kept in the First-aid box.
 - (v) The first-aid box shall be kept in charge of a responsible person who shall always be readily available during the working hours of the work place.
 - (vi) A person in charge of the First-aid box shall be a person trained in First-aid treatment in the work places where the number of contract labour employed is 150 or more.
 - (vii) In work places where the number of contract labour employed is 500 or more and hospital facilities are not available within easy distance from the works. First-aid posts shall be established and run by a trained compounder. The compounder shall be on duty and shall be available at all hours when the workers are at work.
 - (viii) Where work places are situated in places which are not towns or cities, a suitable motor transport shall be kept readily available to carry injured person or person suddenly taken ill to the nearest hospital.

4. DRINKING WATER

- (i) In every work place, there shall be provided and maintained at suitable places, easily accessible to labour, a sufficient supply of cold water fit for drinking.
- (ii) Where drinking water is obtained from an Intermittent public water supply, each work place shall be provided with storage where such drinking water shall be stored.
- (iii) Every water supply or storage shall be at a distance of not less than 50 feet from any latrine drain or other source of pollution. Where water has to be drawn from an existing well which is within such proximity of latrine, drain or any other source of pollution, the well shall be properly chlorinated before water is drawn from it for drinking. All such wells shall be entirely closed in and be provided with a trap door which shall be dust and waterproof.
- (iv) A reliable pump shall be fitted to each covered well, the trap door shall be kept locked and opened only for cleaning or inspection which shall be done at least once a month.

5. WASHING FACILITIES

- (i) In every work place adequate and suitable facilities for washing shall be provided and maintained for the use of contract labour employed therein.
- (ii) Separate and adequate cleaning facilities shall be provided for the use of male and female workers.
- (iii) Such facilities shall be conveniently accessible and shall be kept in clean and hygienic condition.

6. LATRINES AND URINALS

- (i) Latrines shall be provided in every work place on the following scale namely :-
 - (a) Where female are employed, there shall be at least one latrine for every 25 females.
 - (b) Where males are employed, there shall be at least one latrine for every 25 males.

Provided that, where the number of males or females exceeds 100, it shall be sufficient if there is one latrine for 25 males or females as the case may be upto the first 100, and one for every 50 thereafter.
- (ii) Every latrine shall be under cover and so partitioned off as to secure privacy, and shall have a proper door and fastenings.
- (iii) Construction of latrines: The inside walls shall be constructed of masonry or some suitable heat-resisting nonabsorbent materials and shall be cement washed inside and outside at least once a year, Latrines shall not be of a standard lower than borehole system.
- (iv) (a) Where workers of both sexes are employed, there shall be displayed outside each block of latrine and urinal, a notice in the language understood by the majority of the workers "For Men only" or "For Women Only" as the case may be.
- (b) The notice shall also bear the figure of a man or of a woman, as the case may be.
- (v) There shall be at least one urinal for male workers upto 50 and one for female workers upto fifty employed at a time, provided that where the number of male or female workmen, as the case may be exceeds 500, it shall be sufficient if there is one urinal for every 50 males or females upto the first 500 and one for every 100 or part thereafter.
- (vi) (a) The latrines and urinals shall be adequately lighted and shall be maintained in a clean and sanitary condition at all times.
- (b) Latrines and urinals other than those connected with a flush sewage system shall comply with the requirements of the Public Health Authorities.
- (vii) Water shall be provided by means of tap or otherwise so as to be conveniently accessible in or near the latrines and urinals.
- (viii) Disposal of excreta :- Unless otherwise arranged for by the local sanitary authority, arrangements for proper disposal of excreta by incineration at the work place shall be made by means of a suitable incinerator. Alternately excreta may be disposed of by putting a layer of night soil at the bottom of a pucca tank prepared for the purpose and covering it with a 15 cm. layer of waste or refuse and then covering it with a layer of earth for a fortnight (when it will turn to manure).
- (ix) The contractor shall at his own expense, carry out all instructions issued to him by the Engineer-in-Charge to effect proper disposal of night soil and other conservancy work in respect of the contractor's workmen or employees on the site. The contractor shall be responsible for payment of any charges which may be levied by Municipal or Cantonment Authority for execution of such on his behalf.

7. PROVISION OF SHELTER DURING REST

At every place there shall be provided, free of cost, four suitable sheds, two for meals and the other two for rest separately for the use of men and women labour. The height of each shelter shall not be less than 3 metres (10 ft.) from the floor level to the lowest part of the roof. These shall be kept clean and the space provided shall be on the basis of 0.6 sq.m. (6 sft) per head.

Provided that the Engineer-in-Charge may permit subject to his satisfaction, a portion of the building under construction or other alternative accommodation to be used for the purpose.

8. CRECHES

- (i) At every work place, at which 20 or more women worker are ordinarily employed, there shall be provided two

rooms of reasonable dimensions for the use of their children under the age of six years. One room shall be used as a play room for the children and the other as their bedroom. The rooms shall be constructed with specifications as per clause 19H (ii) a,b & c.

- (ii) The rooms shall be provided with suitable and sufficient openings for light and ventilation. There shall be adequate provision of sweepers to keep the places clean.
- (iii) The contractor shall supply adequate number of toys and games in the play room and sufficient number of cots and beddings in the bed room.
- (iv) The contractor shall provide one ayaa to look after the children in the creche when the number of women workers does not exceed 50 and two when the number of women workers exceed 50.
- (v) The use of the rooms earmarked as creches shall be restricted to children, their attendants and mothers of the children.

9. CANTEENS

- (i) In every work place where the work regarding the employment of contract labour is likely to continue for six months and where in contract labour numbering one hundred or more are ordinarily employed, an adequate canteen shall be provided by the contractor for the use of such contract labour.
- (ii) The canteen shall be maintained by the contractor in an efficient manner.
- (iii) The canteen shall consist of at least a dining hall, kitchen, storeroom, pantry and washing places separately for workers and utensils.
- (iv) The canteen shall be sufficiently lighted at all times when any person has access to it.
- (v) The floor shall be made of smooth and impervious materials and inside walls shall be lime-washed or colour washed at least once in each year.
- (vi) Provided that the inside walls of the kitchen shall be lime-washed every four months.
- (vii) The premises of the canteen shall be maintained in a clean and sanitary condition.
- (viii) Waste water shall be carried away in suitable covered drains and shall not be allowed to accumulate so as to cause a nuisance.
- (ix) Suitable arrangements shall be made for the collection and disposal of garbage.
- (x) The dining hall shall accommodate at a time 30 per cent of the contract labour working at a time.
- (xi) The floor area of the dining hall, excluding the area occupied by the service counter and any furniture except tables and chairs shall not be less than one square metre (10 sft) per diner to be accommodated as prescribed in sub-Rule 9.
- (xii) (a) A portion of the dining hall and service counter shall be partitioned off and reserved for womenworkers in proportion to their number.
(b) Washing places for women shall be separate and screened to secure privacy.
- (xiii) Sufficient tables stools, chair or benches shall be available for the number of diners to be accommodated as prescribed in sub-Rule 9.
- (xiv) (a) 1. There shall be provided and maintained sufficient utensils crockery, furniture and any other equipments necessary for the efficient running of the canteen.
2. The furniture utensils and other equipment shall be maintained in a clean and hygienic condition
(b) 1. Suitable clean clothes for the employees serving in the canteen shall be provided and maintained.
2. A service counter, if provided, shall have top of smooth and impervious material.
3. Suitable facilities including an adequate supply of hot water shall be provided for the cleaning of utensils and equipments.
- (xv) The food stuffs and other items to be served in the canteen shall be in conformity with the normal habits of the

contract labour.

- (xvi) The charges for food stuffs, beverages and any other items served in the canteen shall be based on 'No profit, No loss' and shall be conspicuously displayed in the canteen.
- (xvii) In arriving at the price of foodstuffs, and other article served in the canteen, the following items shall not be taken into consideration as expenditure namely:-
 - (a) The rent of land and building.
 - (b) The depreciation and maintenance charges for the building and equipments provided for the canteen.
 - (c) The cost of purchase, repairs and replacement of equipments including furniture, crockery, cutlery and utensils.
 - (d) The water charges and other charges incurred for lighting and ventilation.
 - (e) The interest and amounts spent on the provision and maintenance of equipments provided for the canteen.
- (xviii) The accounts pertaining to the canteen shall be audited once every 12 months by registered accountants and auditors.

10. ANTI-MALARIAL PRECAUTIONS

The contractor shall at his own expense, conform to all anti-malarial instructions given to him by the Engineer- in-Charge including the filling up of any borrow pits which may have been dug by him.

- 11. The above rules shall be incorporated in the contracts and in notices inviting tenders and shall form an integral part of the contracts.

12. AMENDMENTS

Government may, from time to time, add to or amend these rules and issue directions - it may consider necessary for the purpose of removing any difficulty which may arise in the administration thereof.

13. EPIDEMIC SITUATION

In such situation contractor shall deploy special labour to keep the site, worker's hutments, rest rooms etc. neat and clean including sanitization. Contractor shall provide all epidemic related arrangements (at his cost following the guidelines issued by State/ Central Government in this regard.

NIYOJAN VIBHAG/UPPWD Contractor's Labour Regulations

1. SHORT TITLE

These regulations may be called the NIYOJAN VIBHAG/UPPWD/PWD Delhi Contractors Labour Regulations.

2. DEFINITIONS

- (i) Workman means any person employed by NIYOJAN VIBHAG/UPPWD/PWD Delhi or its contractor directly or indirectly through a subcontractor with or without the knowledge of the Central Public Works Department/PWD Delhi to do any skilled, semiskilled or unskilled manual, supervisory, technical or clerical work for hire or reward, whether the terms of employment are expressed or implied but does not include any person :-
 - (a) Who is employed mainly in a managerial or administrative capacity : or
 - (b) Who, being employed in a supervisory capacity draws wages exceeding five hundred rupees per mensem or exercises either by the nature of the duties attached to the office or by reason of powers vested in him, functions mainly of managerial nature: or
 - (c) Who is an out worker, that is to say, person to whom any article or materials are given out by or on behalf of the principal employers to be made up cleaned, washed, altered, ornamental finished, repaired adopted or otherwise processed for sale for the purpose of the trade or business of the principal employers and the process is to be carried out either in the home of the out worker or in some other premises, not being premises under the control and management of the principal employer.

No person below the age of 18 years shall be employed to act as a workman.

- (ii) Fair Wages means wages whether for time or piece work fixed and notified under the provisions of the Minimum Wages Act from time to time.
- (iii) Contractors shall include every person who undertakes to produce a given result other than a mere supply of goods or articles of manufacture through contract labour or who supplies contract labour for any work and includes a subcontractor.
- (iv) Wages shall have the same meaning as defined in the Payment of Wages Act.

3. WORKING HOURS

- (i) Normally working hours of an adult employee should not exceed 9 hours a day. The working day shall be so arranged that inclusive of interval for rest, if any, it shall not spread over more than 12 hours on any day.
- (ii) When an adult worker is made to work for more than 9 hours on any day or for more than 48 hours in any week, he shall be paid over time for the extra hours put in by him at double the ordinary rate of wages.
- (iii) (a) Every worker shall be given a weekly holiday normally on a Sunday, in accordance with the provisions of the Minimum Wages (Central) Rules 1960 as amended from time to time irrespective of whether such worker is governed by the Minimum Wages Act or not.
 - (b) Where the minimum wages prescribed by the Government under the Minimum Wages Act are not inclusive of the wages for the weekly day of rest, the worker shall be entitled to rest day wages at the rate applicable to the next preceding day, provided he has worked under the same contractor for a continuous period of not less than 6 days.
 - (c) Where a contractor is permitted by the Engineer-in-Charge to allow a worker to work on a normal weekly holiday, he shall grant a substituted holiday to him for the whole day on one of the five days immediately before or after the normal weekly holiday and pay wages to such worker for the work performed on the normal weekly holiday at overtime rate.

4. DISPLAY OF NOTICE REGARDING WAGES ETC.

The contractor shall before he commences his work on contract, display and correctly maintain and continue to display and correctly maintain in a clear and legible condition in conspicuous places on the work, notices in English and in the local Indian languages spoken by the majority of the workers giving the minimum rates of wages fixed under Minimum Wages Act, the actual wages being paid, the hours of work for which such wage are earned, wages periods, dates of payments of wages and other relevant information as per Appendix 'III'.

5. PAYMENT OF WAGES

- (i) The contractor shall fix wage periods in respect of which wages shall be payable.
- (ii) No wage period shall exceed one month.
- (iii) The wages of every person employed as contract labour in an establishment or by a contractor where less than one thousand such persons are employed shall be paid before the expiry of seventh day and in other cases before the expiry of tenth day after the last day of the wage period in respect of which the wages are payable.
- (iv) Where the employment of any worker is terminated by or on behalf of the contractor the wages earned by him shall be paid before the expiry of the second working day from the date on which his employment is terminated.
- (v) All payment of wages shall be made on a working day at the work premises and during the working time and on a date notified in advance and in case the work is completed before the expiry of the wage period, final payment shall be made within 48 hours of the last working day.
- (vi) Wages due to every worker shall be paid to him direct by contractor through Bank or ECS or online transfer to his bank account.
- (vii) All wages shall be paid through Bank or ECS or online transfer.
- (viii) Wages shall be paid without any deductions of any kind except those specified by the Central Government by general or special order in this behalf or permissible under the Payment of Wages Act 1956.
- (ix) A notice showing the wages period and the place and time of disbursement of wages shall be displayed at the place of work and a copy sent by the contractor to the Engineer-in-Charge under acknowledgment.
- (x) It shall be the duty of the contractor to ensure the disbursement of wages through bank account of labour.
- (xi) The contractor shall obtain from the Junior Engineer or any other authorised representative of the Engineer-in-Charge as the case may be, a certificate under his signature at the end of the entries in the "Register of Wages" or the "Wage-cum-Muster Roll" as the case may be in the following form:-
- (xii) "Certified that the amount shown in column No has been paid to the workman concerned through bank account of labour on at....."

FINES AND DEDUCTIONS WHICH MAY BE MADE FROM WAGES

- (i) The wages of a worker shall be paid to him without any deduction of any kind except the following:-
 - (a) Fines
 - (b) Deductions for absence from duty i.e. from the place or the places where by the terms of his employment he is required to work. The amount of deduction shall be in proportion to the period for which he was absent.
 - (c) Deduction for damage to or loss of goods expressly entrusted to the employed person for custody or for loss of money or any other deduction which he is required to account, where such damage or loss is directly attributable to his neglect or default.
 - (d) Deduction for recovery of advances or for adjustment of overpayment of wages, advances granted shall be

entered in a register.

- (e) Any other deduction which the Central Government may from time to time allow.
- (ii) No fines should be imposed on any worker save in respect of such acts and omissions on his part as have been approved of by the Chief Labour Commissioner.

Note :- An approved list of Acts and Omissions for which fines can be imposed is enclosed at Appendix-X

- (iii) No fine shall be imposed on a worker and no deduction for damage or loss shall be made from his wages until the worker has been given an opportunity of showing cause against such fines or deductions.
- (iv) The total amount of fine which may be imposed in any one wage period on a worker shall not exceed an amount equal to three paise in a rupee of the total wages, payable to him in respect of that wage period.
- (v) No fine imposed on any worker shall be recovered from him by instalment, or after the expiry of sixty days from the date on which it was imposed.
- (vi) Every fine shall be deemed to have been imposed on the day of the act or omission in respect of which it was imposed.

LABOUR RECORDS

- (i) The contractor shall maintain a Register of persons employed on work on contract in Form XIII of the CL (R&A) Central Rules 1971 (Appendix IV)
- (ii) The contractor shall maintain a Muster Roll register in respect of all workmen employed by him on the work under Contract in Form XVI of the CL (R&A) Rules 1971 (Appendix V).
- (iii) The contractor shall maintain a Wage Register in respect of all workmen employed by him on the work under contract in Form XVII of the CL (R&A) Rules 1971 (Appendix VI).
- (iv) Register of accident - The contractor shall maintain a register of accidents in such form as may be convenient at the work place but the same shall include the following particulars:
 - (a) Full particulars of the labourers who met with accident.
 - (b) Rate of Wages.
 - (c) Sex
 - (d) Age
 - (e) Nature of accident and cause of accident.
 - (f) Time and date of accident.
 - (g) Date and time when admitted in Hospital,
 - (h) Date of discharge from the Hospital.
 - (i) Period of treatment and result of treatment.
 - (j) Percentage of loss of earning capacity and disability as assessed by Medical Officer.
 - (k) Claim required to be paid under Workmen's Compensation Act.
 - (l) Date of payment of compensation.
 - (m) Amount paid with details of the person to whom the same was paid.
 - (n) Authority by whom the compensation was assessed.
 - (o) Remarks
- (v) The contractor shall maintain a Register of Fines in the Form XII of the CL (R&A) Rules 1971 (Appendix-XI)

- (vi) The contractor shall display in a good condition and in a conspicuous place of work the approved list of acts and omissions for which fines can be imposed (Appendix-X)
- (vii) The contractor shall maintain a Register of deductions for damage or loss in Form XX of the CL (R&A) Rules 1971 (Appendix-XII)
- (viii) The contractor shall maintain a Register of Advances in Form XXIII of the CL (R&A) Rules 1971 (Appendix-XIII)
- (ix) The contractor shall maintain a Register of Overtime in Form XXIII of the CL (R&A) Rules 1971 (Appendix-XIV)

6. ATTENDANCECARD-CUM-WAGESLIP

- (i) The contractor shall issue an Attendance card-cum-wage slip to each workman employed by him in the specimen format (Appendix-VII)
- (ii) The card shall be valid for each wage period.
- (iii) The contractor shall mark the attendance of each workman on the card twice each day, once at the commencement of the day and again after the rest interval, before he actually starts work.
- (iv) The card shall remain in possession of the worker during the wage period under reference.
- (v) The contractor shall complete the wage slip portion on the reverse of the card at least a day prior to the disbursement of wages in respect of the wage period under reference.
- (vi) The contractor shall obtain the signature or thumb impression of the worker on the wage slip at the time of disbursement of wages and retain the card with himself.

7. EMPLOYMENT CARD

The contractor shall issue an Employment Card in Form XIV of the CL (R&A) Central Rules 1971 to each worker within three days of the employment of the worker (Appendix-VIII).

8. SERVICECERTIFICATE

On termination of employment for any reason whatsoever the contractor shall issue to the workman whose services have been terminated, a Service certificate in Form XV of the CL (R&A) Central Rules 1971 (Appendix-IX)

9. PRESERVATIONOF LABOURRECORDS

All records required to be maintained under Regulations Nos. 6 & 7 shall be preserved in original for a period of three years from the date of last entries made in them and shall be made available for inspection by the Engineer-in-Charge or Labour Officer or any other officers authorised by the Ministry of Urban Development in this behalf.

10. POWER OF LABOUR OFFICER TO MAKE INVESTIGATIONS OR ENQUIRY

The Labour Officer or any person authorised by Central Government on their behalf shall have power to makeenquires with a view to ascertaining and enforcing due and proper observance of Fair Wage Clauses and the Provisions of these Regulations. He shall investigate into any complaint regarding the default made by the contractor or subcontractor in regard to such provision.

11. REPORTOF LABOUROFFICER

The Labour Officer or other persons authorised as aforesaid shall submit a report of result of his investigation or enquiry to the Executive Engineer concerned indicating the extent, if any, to which the default has been committed with a note that necessary deductions from the contractor's bill be made and the wages and other dues be paid to the labourers concerned. In case an appeal is made by the contractor under Clause 13 of these regulations, actual payment to

labourers will be made by the Executive Engineer after the Superintending Engineer has given his decision on such appeal.

- (i) The Executive Engineer shall arrange payments to the labour concerned within 45 days from the receipt of the report from the Labour Officer or the Superintending Engineer as the case may be.

12. APPEAL AGAINST THE DECISION OF LABOUR OFFICER

Any person aggrieved by the decision and recommendations of the Labour Officer or other person so authorised may appeal against such decision to the Superintending Engineer concerned within 30 days from the date of decision, forwarding simultaneously a copy of his appeal to the Executive Engineer concerned but subject to such appeal, the decision of the officer shall be final and binding upon the contractor.

13. PROHIBITION REGARDING REPRESENTATION THROUGH LAWYER

- (i) A workman shall be entitled to be represented in any investigation or enquiry under these regulations by:-
 - (a) An officer of a registered trade union of which he is a member.
 - (b) An officer of a federation of trade unions to which the trade union referred to in clause (a) is affiliated.
 - (c) Where the employer is not a member of any registered trade union, by an officer of a registered trade union, connected with the industry in which the worker is employed or by any other workman employed in the industry in which the worker is employed.
- (ii) An employer shall be entitled to be represented in any investigation or enquiry under these regulations by :-
 - (a) An officer of an association of employers of which he is a member.
 - (b) An officer of a federation of associations of employers to which association referred to in clause (a) is affiliated.
 - (c) Where the employers is not a member of any association of employers, by an officer of association of employer connected with the industry in which the employer is engaged or by any other employer, engaged in the industry in which the employer is engaged.
- (iii) No party shall be entitled to be represented by a legal practitioner in any investigation or enquiry under these regulations.

14. INSPECTION OF BOOKS AND SLIPS

The contractor shall allow inspection of all the prescribed labour records to any of his workers or to his agent at a convenient time and place after due notice is received or to the Labour Officer or any other person, authorised by the Central Government on his behalf.

15. SUBMISSIONS OF RETURNS

The contractor shall submit periodical returns as may be specified from time to time.

16. AMENDMENTS

The Central Government may from time to time add to or amend the regulations and on any question as to the application/Interpretation or effect of those regulations the decision of the Superintending Engineer concerned shall be final.

REGISTER OF MATERNITY BENEFITS (Clause 19F)

Name and address of the contractor _____

Name and Location of the work _____

Name of the Employee	Father's/ husband's name	Nature of Employment	Period of actual confinement	Date on which notice of confinement given
1	2	3	4	5
Date on which maternity leave commenced and ended				
Date of Delivery/ Miscarriage	In case of delivery		In case of miscarriage	
	Commenced	Ended	Commenced	Ended
6	7	8	9	10

Leave pay paid to the employee				Remarks
In case of delivery		In case of miscarriage		
Rate of leave pay	Amount paid	Rate of leave pay	Amount paid	
11	12	13	14	15

SPECIMEN FORM OF THE REGISTER, REGARDING MATERNITY BENEFIT ADMISSIBLE TO THE CONTRACTOR'S LABOUR

Name and address of the contractor _____

Name and location of the work _____

1. Name of the woman and her husband's name.
2. Designation
3. Date of appointment.
4. Date with months and years in which she is employed.
5. Date of discharge / dismissal, if any.
6. Date of production of certificates in respect of pregnancy.
7. Date on which the woman informs about the expected delivery.
8. Date of delivery / miscarriage / death.
9. Date of production of certificates in respect of delivery / miscarriage.
10. Date with the amount of maternity/ death benefit paid in advance of expected delivery.
11. Date with amount of subsequent payment of maternity benefit.
12. Name of the person nominated by the woman to receive the payment of the maternity benefit after her death.
13. If the woman dies, the date of death, the name of the person to whom maternity benefit amount was paid, the month thereof and the date of payment.
14. Signature of the contractor authenticating entries in the register.
15. Remarks column for the use of inspecting officer.

LABOUR BOARD

Name of work: _____

Name of Contractor: _____

Address of Contractor: _____

Name and address of Construction divn./unit _____

Name of Labour Officer: _____

Address of Labour Officer: _____

Name of Labour Enforcement Officer: _____

Address of Labour Enforcement Officer: _____

Sl.No	Category	Minimum wage Fixed	Actual wage paid	Number Present	Remarks

Weekly holiday _____

Wage period _____

Date of payment of Wages _____

Working hours _____

Rest interval _____

Register of Workmen Employed by Contractor

Name and address of contractor _____

Name and address of establishment under which contract is carried on _____

Nature and location of Work _____

Name and address of Principal Employer _____

1	2	3	4	5	6	7	8	9	10	11	12
Sl. No.	Name and surname of Workman	Age and Sex	Father's/ Husband's Name	Nature of employment / designation.	Permanent home address of the workman (Village and Tehsil, Taluka and District)	Local Address	Date of commencement of employment	Signature or thumb impression of the workman	Date of Termination of employment.	Reasons For terminations.	Remarks

Muster Roll

Name and address of the contractor _____

Name and address of establishment under which contract is carried on _____

Nature and location of work _____

Name and address of Principal Employer _____

For the month of fortnight _____

Sl. No.	Name of workman	Sex	Father's/ Husband's Name	Dates					Remarks
				1	2	3	4	5	
1	2	3	4	5	6	7	8	9	10

Form -XVII (See Rule 78(2)(a)) Register of Wages

Name and address of the contractor _____

Name and address of establishment under which contract is carried on _____

Nature and location of work _____

Name and address of Principal Employer _____

Wages period _____ Monthly/fortnightly

Sl.No.	Name of workman	Serial No.in the register of workman	Designation Nature of work done	No. of days worked	Units of work done	Daily rate of wages/piece rate	Basic Wages
1	2	3	4	5	6	7	8

Dearness allowances	Overtime	Other cash payments (Indicate nature)	Total	Deductions if any, (indicate nature)	Net amount paid	Signature or thumb impression of the workman	Initial of contractor or his representative
9	10	11	12	13	14	15	16

Wage Card No. _____

Wage Card

Name and address of the contractor _____ Date of issue _____

Name and location of work _____ Designation _____

Name of Workman _____ Month/fortnight-----

Rate of Wages _____

DATE																															
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
Morning																															
Evening																															
Initial																															

Rate _____ Amount _____

Received from _____ the sum of Rs. _____ on account of my wages.

Signature

The wage card is valid for one month from the date of issue

Wages Slip

Name and address of the contractor _____

Name and Father's/Husband's name of workman _____

Nature and location of work _____

For the Week/Fortnight/Month ending _____

1. No. of days worked _____
2. No. of units worked in case of piece rate workers _____
3. Rate of daily wages/piece rate _____
4. Amount of overtime wages _____
5. Gross wages payable _____
6. Deduction, if any _____
7. Net amount of wages paid _____

Initials of the Contractors or his representative

Employment Card

Name and address of the contractor _____

Name and address of establishment under which contract is carried on _____

Nature of work and location of work _____

Name and address of Principal Employer _____

1. Name of Workman _____
2. SI No. in the register of workman employed _____
3. Nature of employment/designation _____
4. Wage rate (with particulars of unit in case of piece work) _____
5. Wages period _____
6. Tenure of employment _____
7. Remarks _____

Signature of contractor

Service Certificate

Name and address of the contractor _____

Nature and location of work _____

Name and Address of workman _____

Age or date of birth _____

Identification marks _____

Father's/Husband's name _____

Name and address of establishment in under which contract is carried on _____

Name and address of Principal Employer _____

Sl. No.	Total period for which employed		Nature of work done	Rate of Wages (with particulars of unit in case of piece work)	Remarks
	From	To			
1	2	3	4	5	6

Signature

LIST OF ACTS AND OMISSIONS FOR WHICH FINES CAN BE IMPOSED

In accordance with rule 7 (v) of the Niyojan Vibhag/UPPWD to be displayed prominently at the site of work both in English and local Language.

1. Willful insubordination or disobedience, whether along or in combination with other.
2. Theft fraud or dishonestly in connection with the contractors beside a business or property of Niyojan Vibhag/UPPWD.
3. Taking or giving bribes or any illegal gratifications.
4. Habitual late attendance.
5. Drunkenness fighting, riotous or disorderly or indifferent behaviour.
6. Habitual negligence.
7. Smoking near or around the area where combustible or other materials are locked.
8. Habitual indiscipline.
9. Causing damage to work in the progress or to property of the Niyojan Vibhag/UPPWD or of the contractor.
10. Sleeping on duty.
11. Malingering or slowing down work.
12. Giving of false information regarding name, age, father's name etc.
13. Habitual loss of wage cards supplied by the employers.
14. Unauthorized use of employer's property of manufacturing or making of unauthorized particles at the work place.
15. Bad workmanship in construction and maintenance by skilled workers which is not approved by the Department and for which the contractors are compelled to undertake rectification.
16. Making false complaints and/or misleading statements.
17. Engaging on trade within the premises of the establishments.
18. Any unauthorized divulgence of business affairs of the employees.
19. Collection or canvassing for the collection of any money within the premises of an establishment unless authorized by the employer.
20. Holding meeting inside the premises without previous sanction of the employers.
21. Threatening or intimidating any workman or employer during the working hours within the premises.

Register of Fines

Name and address of the contractor _____

Name and address of establishment in under which contract is carried on _____

Nature and location of work _____

Name and address of Principal Employer _____

Sl.No.	Name of workman	Father's/Husband's name	Designation/nature of employment	Act/Omission For which fine imposed	Date of Offence
1	2	3	4	5	6

Whether workman Showed cause against fine	Name of person in whose presence employees explanation was heard	Wage period and wages payable	Amount of fine imposed	Date on which fine realized	Remarks.
7	8	9	10	11	12

Register of Deduction for Damage or Loss

Name and address of the contractor_____

Name and address of establishment in under which contract is carried on_____

Nature and location of work_____

Name and address of Principal Employer_____

Sl.No.	Name of workman	Father's/Husband's name	Designation/nature of employment	Particulars of damage or loss	Date of damage or loss
1	2	3	4	5	6

Whether workman showed cause against fine	Name of person in whose presence employees explanation was heard	Amount of deduction imposed	No. of installments	Date of recovery		Remarks
				First installment	Last installment	
7	8	9	10	11	12	13

Register of Advances

Name and address of the contractor _____

Name and address of establishment in under which contract is carried on _____

Nature and location of work _____

Name and address of Principal Employer _____

Sl. No.	Name of workman	Father's/Husband's name	Designation nature of employment	Wage period and wages payable	Date and Amount of Advance given	Purpose(s) for which Advance made	Number of Installments by which advance to be repaid	Date and amount of each installments repaid	Date on which last Installments was repaid	Remarks
1	2	3	4	5	6	7	8	9	10	11

Register of Overtime

Name and address of the contractor _____

Name and address of establishment in under which contract is carried on _____

Nature and location of work _____

Name and address of Principal Employer _____

Sl.No.	Name of workman	Father's/husband's name	Sex	Designation /nature of employment	Date on which Overtime worked	Total overtime worked or production in case of piece rated	Normal rate of wages	Overtime rate of wages	Overtime earnings	Rate on which overtime wages paid	Remarks
1	2	3	4	5	6	7	8	9	10	11	12

SECTION - 6
PROFORMA OF SCHEDULES
(Operative Schedules)

SCHEDULE 'A'		
	Schedule of quantities (BOQ)	Attached as Volume -7, Financial Bid.
SCHEDULE 'B'		
	Schedule of materials to be issued to the contractor	NIL
SCHEDULE 'C'		
	Tools and plants to be hired to the contractor	NIL
SCHEDULE 'D'		
	Extra schedule for specific requirements/ document for the work, if any.	NIL
SCHEDULE 'E'		
	Reference to General Conditions of Contract as per Vol-2	
	Name of work :	Design, Engineering, Procurement for Construction of INDIA on EPC mode
	Estimated cost of work:	Rs. Cr. (Excluding GST)
	Earnest money:	Rs Lakh
	Performance Guarantee:	5% of Tendered Value
	Security Deposit:	2.5% of Tendered Value
SCHEDULE 'F'		
	GENERAL RULES & DIRECTIONS	
	Officer inviting Bid	Chief Engineer, Technical Cell, Planning Department, Lucknow As Executing Agency of UPPWD Department, Govt of UP
	General Rules & Directions	Technology neutral Tender on Lumpsum Basis
	Pseudo static Reversed Cyclic Test	Deleted

DEFINITIONS		
1	Authority executing the agreement on behalf of the UPPWD (Employer's Representative)	Superintending Engineer,, UPPWD,
2(vi)	Engineer-in-Charge	Executive Engineer, Construction Division (Building), PWD
2(vii)	Accepting Authority of the UPPWD (Employer)	Chief Engineer,, UPPWD,
2(x)	Percentage on cost of materials and labour to cover all Overheads and profits.	15%
8.1		Deleted
9	.....Sign the Contract consisting of:	Volume – 1 (Notice Inviting e-Tenders (NIT) & Instructions to Bidders (ITB) Volume – 2 (General Conditions of Contract) Volume - 3 (Specific Conditions of Contract) Volume – 4 (Design Basis Report) Volume – 5 (Technical Specifications) Volume– 6 (Tender Drawings) Volume – 7 (Financial Bid) All amendments(s)/ corrigendum, Make List, Reply to Prebid Meeting if any.
Clause 1	CLAUSES OF CONTRACT	
Clause 1	(i) Time allowed for submission of Performance Guarantee of 5% (Five percent) of the tendered value plus the additional security for unbalanced Bids as per Go no. 622/23-12-2012-2 Audit/08 TC-2, dated 08.06.2012, Programme Chart (Time & Progress) and applicable labour licences, registration with EPFO, ESIC & BOCW Welfare Board or proof of applying thereof from the date of issue of letter of acceptance	10 days
Clause 1(a)	Note 1, 2 & 3	Deleted
Clause 2	(i) Compensation for delay of work	@ 1% of accepted tendered amount per month of delay (to be computed on per day basis). Provided further that the total amount of compensation for delay to be paid under this condition shall not exceed 10% (ten percent) of the accepted Tendered Value of work or of the accepted Tendered Value
Clause 5	Authority to decide shifting of date of start in case of delay in handing over of site	Employer/ Employer's Representative on recommendation by Engineer-in-Charge
	Number of days from the date of issue of letter of acceptance for reckoning date of Start	22 (Twenty-two) days

Table of Milestones: For 18 months			
Sl. No.	Description of Mile stone (for Guidance Purpose Only	Cumulative Time allowed in Months (From date of start/Date of commencement of work)	Amount to be withheld in case of Non-achievement of mile stone (% of tendered amount for the concerned component/building of the project)
(i)	Submission and approval of structural design, drawings & MEP conceptual design, drawings and shifting of various services.	02 Months	0.5% of accepted tendered amount for the concerned component/building per month of delay (to be computed on per day basis)
(ii)	25% of Total work in Financial Terms	06 Months	0.75% of accepted tendered amount for the concerned component/building per month of delay (to be computed on per day basis)
(iii)	50% of Total work at in Financial Terms	10 Months	0.75% of accepted tendered amount for the concerned component/building per month of delay (to be computed on per day basis)
(iv)	75% of Total work in Financial Terms	14 Months	0.75% of accepted tendered amount for the concerned component/building per month of delay (to be computed on per day basis)
(v)	90% of Total work in Financial Terms	16 Months	0.75% of accepted tendered amount for the concerned component/building per month of delay (to be computed on per day basis)
(vi)	All Civil, Electrical & Mechanical and Horticulture work completed in all aspects in the building with services, clearances from all local bodies, completion certificates, occupancy certificate etc. required to declare buildings authorized for occupation	18 Months	0.75% of accepted tendered amount for the concerned component/building per month of delay (to be computed on per day basis)
(vii)	Handing over & commissioning of project	21 Months	0.5% of accepted tendered amount for the concerned component/building per month of delay (to be computed on per day basis)

The preference schedule/phasing of completion of building(s) of the project shall be spelled out at the time of signing of the tripartite agreement duly conveyed by the client department either at the time of approval of the master plan or atleast right before the signing of tripartite agreement, as per GO No. 178/223आई-411303/901/23-5-2023-27 (सा०)/2022 dated 20.10.2023

Table of Milestones: For 24 months

Sl. No.	Description of Mile stone (for Guidance Purpose Only	Cumulative Time allowed in Months (From date of start/Date of commencement of work)	Amount to be withheld in case of Non-achievement of mile stone (% of tendered amount for the concerned component/building of the project)
(i)	Submission and approval of structural design, drawings & MEP conceptual design, drawings and shifting of various services.	03 Months	0.5% of accepted tendered amount for the concerned component/building per month of delay (to be computed on per day basis)
(ii)	25% of Total work in Financial Terms	08 Months	0.75% of accepted tendered amount for the concerned component/building per month of delay (to be computed on per day basis)
(iii)	50% of Total work at in Financial Terms	13 Months	0.75% of accepted tendered amount for the concerned component/building per month of delay (to be computed on per day basis)
(iv)	75% of Total work in Financial Terms	18 Months	0.75% of accepted tendered amount for the concerned component/building per month of delay (to be computed on per day basis)
(v)	90% of Total work in Financial Terms	21 Months	0.75% of accepted tendered amount for the concerned component/building per month of delay (to be computed on per day basis)
(vi)	All Civil, Electrical & Mechanical and Horticulture work completed in all aspects in the building with services, clearances from all local bodies, completion certificates, occupancy certificate etc. required to declare buildings authorized for occupation	24 Months	0.75% of accepted tendered amount for the concerned component/building per month of delay (to be computed on per day basis)
(vii)	Handing over & commissioning of project	27 Months	0.5% of accepted tendered amount for the concerned component/building per month of delay (to be computed on per day basis)

The preference schedule/phasing of completion of building(s) of the project shall be spelled out at the time of signing of the tripartite agreement duly conveyed by the client department either at the time of approval of the master plan or atleast right before the signing of tripartite agreement, as per GO No. 178/223/आई-411303/901/23-5-2023-27 (सा०)/2022 dated 20.10.2023

NOTE –

- 1- Withheld amount shall be released if and when subsequent milestones are achieved within respective time specified. However, in case milestones are not achieved by the contractor for the work, the amount shown against milestones shall be withheld.
- 2- The milestone which are 95% complete shall also be considered as completed for the purpose of milestone under clause-5, except for the penultimate milestone and the last/ultimate milestone under each category/building

Intending Bidder may submit phasing of activities/milestones based on their resources and methodology at the time of Bidding corresponding to physical milestones/stages indicated in the above table. These shall be formed part of agreement after approval of the accepting authority, otherwise it would be assumed that agency agrees with the above-mentioned milestones. Time allowed for execution of work: 18 Months (2 months for planning & designing; 16 months for execution of original work).

Authority to decide:

(i)	Extension of time	Employer's Representative, after approval from the Employer and recommendations by Engineer-in-Charge.
(ii)	Rescheduling of Mile Stones	Employer's Representative, after approval from the Employer and recommendations by Engineer-in-Charge.
(iii)	Shifting of date of start in case of delay in handing over of site	Employer's Representative, after approval from the Employer and recommendations by Engineer-in-Charge.

Schedule of issue of Designs: Applicable/ Not Applicable

Part	Portion of Design	Description	Time Period for issue of design reckoned from date of receipt of tenders
Part A	Portion already included in NIT	Concept Drawing provided with NIT	
Part B-1	Portions of Architectural Designs to be issued	-	Not Applicable
Part B-2	Portions of Civil Designs to be issued	-	Not Applicable
Part B-3	Portions of E&M Design to be issued	-	Not Applicable

Schedule of rate of recovery for delay in submission of the modified programme in terms of delay days 5,000/day.

Clause 7

Gross work to be done together with net payment /adjustment of advances for material collected, if any, since the last such payment for being eligible to interim payment	Rs. 100 lakhs for all monthly bills, or part thereof, if required (Except Final Bill)
---	---

Clause 7A

(i) No Running Account Bill shall be paid for the work till the applicable labour licenses, registration with EPFO, ESIC and BOCW Welfare Board, whatever applicable as submitted by the Bidder to the Engineer-in Charge.	Yes
--	-----

Clause 8A: Authority to decide compensation on account if contractor fails to submit completion plans:

Employer's Representative on recommendation by Engineer-in-Charge.

Clause 10B (ii): Whether Clause 10B (ii) shall be applicable **Yes**

Note*: Mobilisation advance will not be given for any material for which secured advance is payable, T & P advance will not be given for tools & plants equipments, owned by the agency as intimated in the eligibility documents. Installments of Mobilization advance except the first installment shall be released only after receiving the utilization certificate supported by bank statement of the said account showing the disbursement of mobilization advance by the agency as per clause 10B(ii) of GCC.

Clause 10B (iii): Whether Clause 10 B (iii) shall be applicable **Yes**

Clause 10CC: **NOT APPLICABLE (For18 months Completion Period) / APPLICABLE(For 24 months Completion Period)**

Clause 11 :

Specifications to be followed for execution of work	<ol style="list-style-type: none"> 1. Civil work: CPWD Specifications 2019 Volume- I & II with corrections slips up to the last date of submission of Bid. 2. MORTH Specifications for Road and Bridge work.
	<p>Electrical work (amended up to date):</p> <ol style="list-style-type: none"> 1. CPWD General Specification for Electrical Works Part I Internal - 2023. 2. CPWD General Specification for Electrical Works Part II (External – 2023) 3. General Specification for Electrical Works (Part III Lifts & Escalators)- 2003 4. CPWD General Specification for Electrical Works Part IV Substation - 2013. 5. CPWD General Specification for Electrical Works Part V Wet riser & sprinkler system- 2020 6. CPWD General Specifications for Electrical Works Part VI Fire Detection and Alarm System – 2018. 7. CPWD General Specification for Electrical Works Part VII DG Sets - 2013. 8. CPWD General Specification for Electrical Works Part VIII Gas Based Fire Extinguishing System - 2013. 9. General Specification for Heating Ventilation & Air- Conditioning-2017. 10. All above specifications shall be applicable with corrections slips up to the last date of submission/uploading of Bid. 11. CPWD Horticulture Work 2020.

Clause 12.2 & 12.3: Deviation Limit beyond which clauses 12.2 & 12.3 shall apply for building work

Applicable for only extra items/substitute items not covered under scope of work as required in the opinion of the **Employer**.

Clause 16: Engineer-in-Charge to be replaced by: Employer, Employer's Representative, Engineer-in-Charge & PMC/Authority Engineer.

Competent Authority for deciding reduced rates. Employer's Representative on recommendation by Engineer-in-Charge

Clause 17.3.2: Structure design not in the scope of contract

Deleted

Clause 19C: Authority to decide penalty for each default:

Employer's Representative, after approval from the Employer and recommendations by Engineer-in-Charge.

Clause 19D: Authority to decide penalty for each default

Employer's Representative, after approval from the Employer and recommendations by Engineer-in-Charge.

Clause 19G: Authority to decide penalty for each default

Employer's Representative after approval from the Employer and recommendations by Engineer-in-Charge..

Clause 19L: Contribution of EPF & ESI

The entire responsibility of all EPF & ESI contribution for the workers, employees employed by the contractor lies on the contractor only.

Clause 25: Conciliator shall be:

Employer .

Clause 29 : Employment of Coal mining or controlled area labour - **Deleted**

Clause 32: (i) Requirement of Technical Representative(s) and Recovery Rates:

(A)					
S. No.	Requirement of Technical Staff		Minimum Experience (Years)	Designation of Technical Staff	Rate of recovery per persons if provision of clause 32(i) not fulfilled
	Qualification	Strength			
1	Graduate Engineer	1 No	20 (and having experience of one similar nature of work)	Project Manager	Rs.60,000/- per Month
2	Graduate Civil Engineer	2+1 Nos	12 (and having experience of one similar nature of work)	Deputy Project Manager	Rs.40,000/- per Month
3	Graduate Engineer or Diploma Engineer	4+2 No	5 Or 10 (and having experience of one similar nature of work)	Project/Site Engineer	Rs. 25,000/- per Month
4	Graduate Engineer	1+1 No	8	Quality Engineer	Rs. 25,000/- per Month
5	Diploma Engineer/	1 No	8	Surveyor	Rs. 15,000/- per Month
6	Graduate Engineer	1+1 No.	6 years	Project Planning/ Billing Engineer	Rs. 20,000/-

For design capabilities (in house or design consultant), the minimum requirement shall be as per the table given below-

S.no.	Designation	Minimum Qualification
1	Structural Engineer	M. Tech (Structures) with more than 10 years experience

2	Senior Architect	M Arch with more than 05 years experience or B Arch with more than 10 years experince
---	------------------	---

- Assistant Engineers retired from Government services that are holding Diploma will be treated at par with Graduate Engineer.
- Diploma holder with minimum 10 year relevant experience with a reputed construction company can be treated at par with Graduate Engineers for the purpose of such deployment subject to the condition that such diploma holders should not exceed 50% of requirement of degree engineers.
- No change of key personnel as above shall be allowed during the currency of the project.

Clause 38:

- | | | |
|-----|--|--|
| i) | (a) Schedule/statement for determining theoretical quantity of cement & bitumen based on Delhi Schedule of Rates | UP PWD SOR/ CPWD/ Delhi Schedule of Rates 2023 with amendments upto the date of submission of Bid. |
| ii) | Variations permissible on theoretical quantities. | |
| (a) | Cement | 3% Plus/Minus |
| (b) | Bitumen for all works. | 2.5% Plus only and nil on minus side. |
| (c) | Steel reinforcement and structural steel | 2% Plus/minus side sections for each diameter, section and category. |
| (d) | All other materials | Nil |

Clause 5.1.1, 5.1.2,6,7,8,9, 12.3, 13, 19C, 19G, 19H, 22.2, 22.5, 2.9, 22.10(i), 22.10, 22.15, 32(i)ivth Para, 38 :

Engineer-in-Charge to be read as Engineer-in-Charge or the PMC/Authority Engineer appointed to assist the Engineer-in-Charge

Article 8 of Integrity Pact :

Deleted

ESTABLISHING SITE LABORATORY AND TESTING OF MATERIALS

Appendix 'XV'

Equipments for conducting necessary tests (as per CPWD Specifications 2019 Volume-I) shall be provided and installed at site in the well-furnished site laboratory by the Contractor at his own cost. The following laboratory equipment should be in general or as and when required be set up at site laboratory: -

Sl. No.	Equipment	Numbers
1.	100MT compression testing machine, electrical-cum-manually operated)	1
2.	Slump cone, steel plate, tamping rod, steel scale, scoop	10
3.	Vicat Apparatus with Desk pot	3
4.	Megger & earth resistance tester	3
5.	Pumps and pressure gauges for hydraulic testing of pressure pipes	2
6.	Weighing scale platform type 100 Kg capacity	2
7.	Graduated glass measuring cylinder	As per requirement
8.	Sets of sieves of 450mm internal dia for coarse aggregate [100mm, 80mm, 40mm; 2mm; 12.5mm, 10mm; 4.75mm complete with lid and pan]	3
9.	Sets of sieves of 20mm internal dia for fine aggregate [4.75mm; 2.36mm; 1.18mm; 600 microns; 300 microns & 150 micron, with lid and pan]	3
10.	Sieve Brushes and sieve shaker capable of 20mm and 300mm dia sieves, manually operated with timing switch assembly	5
11.	Cube moulds size 70mmx70mmx70mm	30
12.	Cube moulds size 150mmx150mmx150mm	12
13.	Ultrasonic Test Equipment (For concrete)	3
14.	Hot air oven temp. Range 50°C to 300°C- sensitivity 1 degree	3
15.	Electronic balance 600gx0.1g., 10kg and 50 kg	4
16.	Physical balance weight up to 5 kg	4
17.	Digital thermometer up to 150oc	4
18.	Air Content of concrete testing machine	3
19.	Measuring jars 100ml, 20ml, 500ml	5 Nos each size
20.	Gauging trowels 100mm & 20mm with wooden handle	12
21.	Spatula 100mm & 20mm with long blade wooden handle	12

22.	Vernier calipers 12" & 6" size	6 each
23.	Digital PH meter least count 0.01mm	6 each
24.	Digital Micrometer least count. 0.01mm	6 each
25.	Digital paint thickness meter for steel 500 microns Range	3
26.	GI tray 600x450x50mm, 450x300x40mm,300x250x40mm	3 Nos each
27.	Electric Motor mixer 0.25 cum capacity	4
28.	Rebound hammer test digital rebound hammer	4
29.	Screw gauge 0.1mm-10mm, least count 0.05	6
30.	Water testing kit	3
31.	Motorized sieve shaker	3
32.	Pruning Rods 2 Kg weight length 40 cm and ramming face 25 mm ²	4
33.	Extra Bottom plates for 15 cm cube mould	30
34.	Standard Vibration Table for gauging the cubes	2
35.	Pocket concrete penetrometer 0 to 50kg/ sq.cm	2
36.	Concrete temperature measuring thermometer with Brass protection sheath 0- 100 degree centigrade	4
37.	Mortar Cube vibrator	2
38.	Dial type spring balance preferable with zero correction knob capacity 100 kgs. reading to ½ kg.	2
39.	Counter scale capacity 1 kg and 10 kg	2
40.	Iron Weight of 5 kg, 2 kg, 1 kg, 500 gm, 20 gm, 100 gm	2each
41.	Brass Weight of 50 gm, 2 gm, 10 gm, 5 gm, 2 gm, 1 gm	2each
42.	Measuring cylinder TPX or Poly propylene capacity 100 ml, 500 ml, 250 ml, 100 ml	2each
43.	Pyrex, corning or Borosil beakers with cover capacity 500 ml, 20 ml, 50 ml	3 each
44.	Wash Bottles capacity 500 ml	12
45.	Thermometers 1-100 degree centigrade / max. and Min/ Dry and wet with table	6
46.	Set of box spanner ratchet	3
47.	Hammer 1lb& 2lb	3 each
48.	Distance metre (of 100 metre)	2
49.	Hacksaw with 6 blades	3
50.	Measuring tape (5 metre)	4

51.	Depth gauge 2 cm	6
52.	Shovels & Spade	6
53.	Steel plates 5 mm thick 75x75 cm	6
54.	Plastic or G.I. Buckets 15 ltr, 10 ltr, 5 ltr	3each
55.	Wheel Barrow	12
56.	Floor Brushes, hair dusters, scrappers, wire brush, paint brushes, shutter steel plat oil, kerosene with stove etc.	12each
57.	Any other equipment for site tests as outlined in BIS codes and as directed by the Engineer-in-charge.	-

SUGGESTIVE LIST OF PLANT AND EQUIPMENT AT SITE

Sl. No.	Equipment	Numbers
1.	Builders hoist	4
2.	Centralized concrete batch mix plant of minimum capacity 30 cum per hour (fully automatic with computerised control)	As per requirement
3.	Excavator cum loader (JCB 3D model or equivalent).	4
4.	Compressor machine minimum 20 CFM with rock Breaker.	4
5.	DG set of minimum capacity 62.5 KVA.	3
6.	Mini batching plant (6 cum./hr.).	2
7.	Transit mixers.	As per requirement
8.	Concrete pump	4
9.	Needle Vibrators.	10
10.	Screed leveler.	5
11.	Plate Vibrator	10
12.	Automatic Ring making machine(Reinforcement)	8
13.	Dumper/Tipper	8
14.	Reinforcement bending machine.	8
15.	Reinforcement cutting machine.	8
16.	Power driven earth rammer (Soil compactor).	4
17.	Total station.	2
18.	Water tanker (Minimum capacity of 5000 liters)	4
19.	Welding machine 400 Ampere	5
20.	Screener for coarse sand and fine sand	5
21.	Centrifugal mono block water pump minimum capacity 2 HP	5
22.	Road roller 8 to 10 tons	1
23.	Vibratory roller	1
24.	Drilling machine	5 Nos.
25.	Shuttering with necessary props	50000 sq.mt.
26.	Double steel scaffolding and staging materials	20000 sq.mt.

27.	Air compressor	3Nos.
28.	Floor grinding/polishing machines	5Nos.
29.	Granite cutting machine	4 Nos.
30.	Ceramic tile cutting machine	10 Nos.
31.	Granite polishing machine	4Nos.
32.	Granite hand polishing machine	4 Nos.
33.	Mobile tower crane	6 Nos.
34.	Desktop Computers (All in one),	6 Nos.
35.	Laptop / IPAD for recording measurements at site.	4 Nos
36.	Inspection Vehicle for coordination with various agencies and delivery of samples for Third Party Labs.	2 Nos.
37.	Mobile Phones (with camera) for communication and instant photos	8 Nos.
38.	Good quality Camera for taking photographs and video recording of major activities for record purpose and for quality assurance.	2 Nos.
39.	Any other machinery required for completion of the work as per decision of Engineer-in-charge.	As per Actual requirement

Note: 1. The above list is only indicative and not exhaustive. The Bidder may be required to deploy more T&P as per requirement of work and as and when directed by Engineer-in-Charge.

1. All the above plants & equipments are to be deployed as and when required or directed by Engineer-in-Charge.

Appendix-XV(FORM31)

INDENTURE FOR SECURED ADVANCES

(Referred to in paragraphs 10.2.20 and 10.2.22 of CPW A Code)

(For use in cases in which the contract is for finished work and the contractor has entered into an agreement for the execution of a certain specified quantity of work in a given time)

THIS INDENTURE made the..... day of20..... BETWEEN

(hereinafter called the Contractor which expression shall where the context so admits or implies be deemed to include his executors administrators and assigns) of the one part and the GOVERNOR OF UTTAR PRADESH (hereinafter called the President which expression shall where the context so admits or implies be deemed to include his successors in office and assigns) of the other part.

WHEREAS by an agreement dated(hereinafter called the said agreement) the Contractor has agreed AND WHEREAS the Contractor has applied to the President that he may be allowed advances on the security of materials absolutely belonging to him and brought by him to the site of the works the subject of the said agreement for use in the construction of such of the works as he has undertaken to execute at rates fixed for the finished work (inclusive of the cost of materials and labour and other charges) AND WHEREAS the President has agreed to advance to the Contractor the sum of Rupees on the security of materials the quantities and other particulars of which are detailed in Accounts of Secured Advances attached to the Running Account Bill for the said works signed by the Contractor on..... and the President has reserved to himself the option of making any further advance or advances on the security of other materials brought by the Contractor to the site of the said works. Now THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the sum of Rupees on or before the execution of these presents paid to the Contractor by the President (the receipt whereof the Contractor does hereby acknowledge) and of such further advances (if any) as may be made to him as aforesaid the Contractor does hereby covenant and agree with the President and declare as follows: -

- (1) That the said sum of Rupeesso advanced by the President to the Contractor as aforesaid and all or any further sum or sums advanced as aforesaid shall be employed by the Contractor in or towards expediting the execution of the said works and for no other purpose whatsoever.
- (2) That the materials detailed in the said Account of Secured Advances which have been offered to and accepted by the President as security are absolutely the Contractor's own property and free from encumbrances of any kind and the contractor will not make any application for or receive a further advance on the security of materials which are not absolutely his own property and free from encumbrances of any kind and the Contractor indemnifies the President against all claims to any materials in respect of which an advance has been made to him as aforesaid.
- (3) That the materials detailed in the said Account of Secured Advances and all other materials on the security of which any further advance or advances may hereafter be made as aforesaid (hereinafter called the said materials) shall be used by the Contractor solely in the execution of the said works in accordance with the directions of the Divisional Officer Division (hereinafter called the Divisional Officer) and in the term of the said agreement.
- (4) That the Contractor shall make at his own cost all necessary and adequate arrangements for the proper watch, safe custody and protection against all risks of the said materials and that until used in construction as aforesaid the said materials shall remain at the site of the said works in the Contractor's custody and on his own responsibility and shall at all times be open to inspection by the Divisional Officer or any officer authorised by him. In the event of the said materials or any part thereof being stolen, destroyed or damaged or becoming deteriorated in a greater degree than is due to reasonable use and wear thereof the Contractor will forthwith replace the same with other materials of like quality or repair and make good the same as required by the Divisional Officer.
- (5) That the said materials shall not on any account be removed from the site of the said works except with the written permission of the Divisional Officer or an officer authorised by him on that behalf.
- (6) That the advances shall be repayable in full when or before the Contractor receives payment from the President of the price payable to him for the said works under the terms and provisions of the said agreement. Provided that if any intermediate payments are made to the Contractor on account of work done than on the occasion of each such payment the President will be at liberty to make a recovery from the Contractor's bill for such payment by deducting there from the value of the said materials then actually used in the construction and in respect of which recovery has not been

made previously, the value for this purpose being determined in respect of each description of materials at the rates at which the amounts of the advances made under these presents were calculated.

- (7) That if the Contractor shall at any time make any default in the performance or observance in any respect of any of the terms and provisions of the said agreement or of these presents the total amount of the advance or advances that may still be owing to the President shall immediately on the happening of such default be repayable by the Contractor to the President together with interest thereon at twelve per cent per annum from the date or respective dates of such advance or advances to the date of repayment and with all costs charges, damages and expenses incurred by the President in or for the recovery thereof or the enforcement of this security or otherwise by reason of the default of the Contractor and the Contractor hereby covenants and agrees with the President to repay and pay the same respectively to him accordingly.
- (8) That the Contractor hereby charges all the said materials with the repayment to the President of the said sum of Rupees and any further sum or sums advanced as aforesaid and all costs charges, damages and expenses payable under these presents PROVIDED ALWAYS and it is hereby agreed and declared that notwithstanding anything in the said agreement and without prejudice to the powers contained therein if and whenever the covenant for payment and repayment herein before contained shall become enforceable and the money owing shall not be paid in accordance therewith the President may at any time thereafter adopt all or any of the following courses as he may deem best :-
 - (a) Seize and utilize the said materials or any part thereof in the completion of the said works on behalf of the Contractor in accordance with the provisions in that behalf contained in the said agreement debiting the Contractor with the actual cost of effecting such completion and the amount due in respect of advances under these presents and crediting the Contractor with the value of work done as if he had carried it out in accordance with the said agreement and at the rates thereby provided. If the balance is against the Contractor, he is to pay same to the President on demand.
 - (b) Remove and sell by public auction the seized materials or any part thereof and out of the moneys arising from the sale retain all the sums aforesaid repayable or payable to the President under these presents and pay over the surplus (if any) to the Contractor.
 - (c) Deduct all or any part of the moneys owing out of the security deposit or any sum due to the Contractor under the said agreement.
- (9) That except in the event of such default on the part of the Contractor as aforesaid interest on the said advance shall not be payable.
- (10) That in the event of any conflict between the provisions of these presents and the said agreement the provisions of these presents shall prevail and in the event of any dispute or difference arising over the construction or effect of these presents the settlement of which has not been herein before expressly provided for the same shall be finally resolved as per provisions of clause 25 of the contract.

In witness whereof the said andby the order and under the direction of the President have hereunto set their respective hands the day and year first above written.

Signed, sealed and delivered by..... the said contractor in the presence of

Signature

Witness Name

Address

Signed by.....

by the order and direction of the President in the presence of

Signature

Witness Name

Address

APPENDIX – XVI
(Refer Clause 5)

**FORM OF APPLICATION BY THE CONTRACTOR FOR SEEKING RESCHEDULING
OF MILESTONE/EXTENSION OF TIME**

1. Name of contractor
2. Name of work as given in the agreement
3. Agreement no
4. Estimated cost put to tender
5. Date of commencement of work as per agreement
6. Period allowed for completion of work as per agreement
7. Date of completion stipulated in agreement
8. Period for which extension of time has been given by authority in Schedule 'F' previously

letter no. and date	Extension granted	
	Months	Days
(a) 1st extension		
(b) 2nd extension		
(c) 3rd extension		
(d) 4th extension		
(e) Total extension previously given		

9. Reasons for which extension have been previously given (copies of the previous applications should be attached)
10. Period for which extension applied for
11. Hindrances on account of which extension is applied for with dates on which hindrances occurred and the period for which these are likely to last (for causes under clause 5.2/ and 5.3).
12. Submitted to the Authority indicated in Schedule F With copy to the Engineer-in-charge and Sub Divisional Officer

Signature of Contractor
Dated

APPENDIX - XVII
Reference of disputes and amount claimed for each dispute to the Conciliator.
[Refer Clause 25]

To

The CE UPPWD

..... (Region)

.....

Subject: Reference of disputes and amount claimed for each dispute to the Conciliator for settlement of disputes relating to agreement number:

.....

Dear Sir,

In terms of clause 25 of the aforesaid agreement, particulars of which are given below, I/We hereby refer my / our disputes and amount claimed for each dispute to you for settlement in your capacity as Conciliator.

1. Name of applicant:
2. Whether applicant is Individual/Proprietorship Firm/Partnership Firm/Company:
3. Full address of the applicant:
4. Name of the work and contract number for which arbitration is sought:
5. Name of the Division which entered into contract:
6. Contract amount:
7. Date of contract:
8. Stipulated date of start of work:
9. Stipulated date of completion of work:
10. Actual date of completion of work (if completed):
11. Total number of claims made:
12. Total amount claimed:
13. Date of intimation of final bill (if work is completed):
14. Date of payment of final bill (if work is completed):
15. Amount of final bill (if work is completed):
16. Date of claim made to Engineer-in-Charge:
17. Date of receipt of decision from Engineer-in-Charge:

I/We certify that the information given above is true to the best of my/our knowledge. I/We enclose the statement of claims with amount of each claim.

Yours faithfully,

.....

Signature of the applicant (Only the person/authority who signed the contract should sign here)

Copy to:

1. The Chief / Superintending Engineer
2. The Executive Engineer.....Division

APPENDIX- XIX

Agreement towards waiver of Section 12(5) of Arbitration & Conciliation Act 1996[Refer to Clause 25]

1. Whereas certain disputes have arisen between M/s (claimants) and M/s (respondents) relating to agreement No.....
2. And whereas the parties are aware that Shri is on the cadre of NIYOJAN VIBHAG/UPPWD; presently on deputation as Arbitrator, Ministry of Housing and Urban Affairs, Government of India.
3. I/we agree for the appointment of Shri..... as the sole Arbitrator for adjudication of the disputes, and we hereby waive the applicability of Section 12(5) of the Arbitration & Conciliation Act, 1996.

Signature

(Only the person/authority who signed the contract should sign here)

Name.....

Date:

(The name of the Arbitrator, Ministry of Housing and Urban Affairs, Government of India may be enquired from the Engineer-in-Charge, if required.

On non-judicial stamp paper of minimum Rs. 100

**(Guarantee offered by Bank to NIYOJAN VIBHAG/UPPWD in connection with the execution of contracts)
Form of Bank Guarantee for Earnest Money Deposit /Performance Guarantee/Security Deposit/Mobilization
Advance/Refund of milestone withheld amount**

1. Whereas the Executive Engineer (name of division)....., NIYOJAN VIBHAG/UPPWD on behalf of the Governor of Uttar Pradesh (hereinafter called "The Government") has invited Bids under(NIT number)..... dated for (name of work) The Government has further agreed to accept irrevocable Bank Guarantee for Rs. (Rupees only) valid upto (date)* as Earnest Money Deposit from (name and address of contractor) (hereinafter called "the contractor") for compliance of his obligations in accordance with the terms and conditions of the said NIT.

OR**

Whereas the Executive Engineer (name of division), NIYOJAN VIBHAG/UPPWD on behalf of the Governor of Uttar Pradesh (hereinafter called "The Government") has entered into an agreement bearing number with (name and address of the contractor)..... (hereinafter called "the Contractor") for execution of work (name of work) The Government has further agreed to accept an irrevocable Bank Guarantee for Rs. (Rupees only) valid upto (date)..... as Performance Guarantee/Security Deposit/Mobilization Advance/Refund of mile stone withheld amount from the said Contractor for compliance of his obligations in accordance with the terms and conditions of the agreement.

2. We, (indicate the name of the bank)..... (herein after referred to as "the Bank"), hereby undertake to pay to the Government an amount not exceeding Rs. (Rupees only) on demand by the Government within 10 days of the demand.
3. We, (indicate the name of the Bank), do here by undertake to pay the amount due and payable under this guarantee without any demur, merely on a demand from the Government stating that the amount claimed is required to meet the recoveries due or likely to be due from the said

Contractor. Any such demand made on the Bank shall be conclusive as regards the 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)

4. We, (indicate the name of the Bank), further undertake to pay the Government any money so demanded notwithstanding any dispute or disputes raised by the contractor in any suit or proceeding pending On non-judicial stamp paper of minimum Rs. 100 before any Court or Tribunal, our liability under this Bank Guarantee being absolute and unequivocal. The payment so made by us under this Bank Guarantee shall be a valid discharge of our liability for payment there under and the Contractor shall have no claim against us for making such payment.
5. We, (indicate the name of the Bank), further agree that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligation here under to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said contractor and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Contractor or for any forbearance, act of omission on the part of the Government or any indulgence by the Government to the said Contractor or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. We, (indicate the name of the Bank), further agree that the Government at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor at the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee the Government may have in relation to the Contractor's liabilities.
7. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor.
8. We, (indicate the name of the Bank), undertake not to revoke this guarantee except with the consent of the Government in writing.
9. This Bank Guarantee shall be valid up to unless extended on demand by the Government. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. (Rupees only) and unless a claim in writing is lodged with us within the date of expiry or extended date of expiry of this guarantee, all our liabilities under this guarantee shall stand discharged.

Date

Witnesses:

- | | | |
|----|---|---|
| 1. | Signature.....
signatoryName and address | Authorized
Name
Designation
Staff code no. |
| 2. | Signature.....
sealName and address | Bank |

*Date to be worked out on the basis of validity period of 90 days where only financial Bids are invited and 180 days for two/three Bid system from the date of submission of tender.

**In paragraph 1, strike out the portion not applicable. Bank Guarantee will be made either for earnest money or for performance guarantee/security deposit/mobilization advance/Refund of mile stone withheld amount, as the case may be.

Annexure showing quantities of materials for areas of surfacing to be considered for working out minimum period of road roller

SI.No.	Material of surfacing	Quantity or area
1.	Consolidation of earth sub grade	1860 Sq.m
2.	Consolidation of stones soling 15 cm. to 22.5 cm thick	170 Cu.m.
3.	Consolidation of brick soling 10 cm. to 20 cm. thick	230
4.	Consolidation of wearing coat of stone ballast 7.5 cm to 11.5 cm thick	30 Cu.m.
5.	Consolidation of wearing coat of brick ballast 10 cm. thick	60 Cu.m.
6.	Spreading and consolidation of red bajri 6 mm.	1860 Sq.m.
7.	Painting one coat using stone aggregate 12.5 mm nominal size-	
	(a) @ 1.65 m ³ per 100 m ² and paving bitumen A-90 or S-90 @ 2.25 Kg per m ²	930 Sq.m.
	(b) 1.50 m ³ per 100 m ² and bitumen emulsion or Road tar @ 2.25 Kg per m ²	930 Sq.m.
8.	Painting two coats using-	
	(a) For first coat, stone aggregate 12.5 mm nominal size:	
	(i) @ 1.50m ³ per 100m ² with paving bitumen A-90 or S-90 @ 2 Kg per m ² or	
	(ii) @ 1.35m ³ per 100m ² with bitumen emulsion @ 2 Kg per m ² or	
	(iii) @1.25 m ³ per 100m ² with road tar @ 2.25 Kg per m ²	600 Sq.m
	(b) For 2nd Coat, stone aggregate 10mm nominal size 0.9 Cum. per 100 Sq.m with-	
	(i) 1kg of paving bitumen A-90 or S-90 or bitumen emulsion per Sq.m.or	
	(ii) 1.25 Kg. of road tar, per Sq.m.	600 Sq.m
9.	Re-painting with stone aggregate 10 mm nominal size 0.9 Cum. per 100 Sqm. with-	
	(a) 1Kg. of paving bitumen A-90 or S-90 per Sqm.or	
	(b) 1.25 kg of Bitumen emulsion per Sqm.	1670 Sq.m.
10.	2 cm premix carpet surfacing using 2.4 m ³ of stone aggregate 10 mm nominal size per 100 m ² and binder including tack coat, the binder being hot cut back bitumen or bitumen emulsion specified quantities.	930 Sq.m.
11.	2.5 cm. premix carpet surfacing using 3m ³ of stone aggregate 10 mm nominal size per 100 m ² and binder including tack coat, the binder being hot cut back Bitumen or bitumen emulsion in specified quantities.	930 S q.m.
12.	4 cm thick bitumen concrete surfacing using stone aggregate 3.8 Cu.m. (60% 20 mm nominal size and 40% 12.5 mm nominal size) per 100 m ² and coarse sand 1.9 Cu.m. per 100 m ² and hot cut back bitumen over a tack coat of hot cut back bitumen.	460 Sq.m.
13.	4 cm thick bitumen concrete surfacing using stone aggregate 4.8 Cu.m. (60% 25 mm nominal size and 40% 20 mm nominal size) per 100 m ² and coarse sand 2.4 Cu.m per 100 Sq.m. and hot cut back bitumen over a tack coat of hot cut back bitumen	370 Sq.m.
14.	6cm thick bitumen concrete surfacing using stone aggregate 5.8 Cu.m. (60 % 40 mm. nominal size and 40% 25mm nominal size) per 100 Sq.m. and coarse sand 2.9 Cu.m. per 100 Sq.m. and hot cut back bitumen over a tack coat of hot cut back bitumen. 280 Sq.m	230 Sqm

15.	7.5 cm thick bitumen concrete surfacing using stone aggregate 7.3 Cu.m. (60% 50mm nominal size and 40% 40 mm nominal size) per 100 Sq.m. and coarse sand 3.65 Cu.m. per 100 Sq.m. and hot cut back bitumen over a tack coat of hot cut back bitumen.	750 Sqm
16.	2.5 cm bitumastic sheet using stone aggregate 1.65 Cu.m. (60% 12.5 mm nominal size, 40% 10 mm nominal size) per 100 Sq.m. and coarse sand 1.65 Cu.m. per 100 Sq.m. and hot cut back bitumen over a tack coat of hot cut back bitumen.	750 Sq.m.
17.	4cm bitumastic sheet, using stone aggregate 2.6 Cu.m. (60% 12.5mm nominal size 40% 10 mm nominal size) per 100 Sq.m., coarse sand 2.5 Cu.m. per 100 Sq.m. and hot cut back bitumen over a tack coat of hot bitumen.	560 Sqm
18.	Laying full grouted surface using stone aggregate 40 mm nominal size 6.10 Cu.m. per 100 Sq.m. with binder, binding with 20mm to 12.5 mm nominal size stone grit. 1.83 Cu.m. per 100 Sq.m. and seal coat of binder and stone grit 10mm nominal size, 1.07 Cu.m. per 100 Sq.m., the binder being hot bitumen or tar as specified.	460 Sqm
19.	Laying full grouted surface using stone aggregate 50 mm nominal size 9.14 Cu.m. per 100 sq.m. groutin with binder, with stone grit 20 mm to 12.5 mm nominal size, 1.83 Cu.m. per 100 Sq.m. and seal coat of binder and stone grit 10mm nominal size 1.07 cu.m /100 Sqm	370 Sqm
20.	4cm. thick premix macadam surfacing using stone aggregate 25mm nominal size 4.57 Cu.m. per 100 Sq.m and hot bitumen binding with stone aggregate 12.5 mm nominal size 1.52 Cu.m. per 100 Sq.m. and seal coat of hot bitumen and stone aggregate 10mm nominal size. 1.07 Cu.m. per 100 Sq.m.	560 Sq.m.
21.	5cm thick premix macadam surfacing with stone aggregate 25 mm nominal size, 6.10 Cu.m. per 100 Sq.m and hot bitumen binding with stone aggregate 12.5 mm nominal size 1.52 Cu.m. per 100 Sq.m. and seal coat of hot bitumen and stone aggregate 10mm nominal size 1.07 Cu.m. per 100 Sq.m	460 Sq.m.

END OF VOLUME -2



**TECHNICAL CELL, EPC MISSION,
PLANNING DEPARTMENT, LUCKNOW**

**As Executing Agency of
Department of.....,
Government of Uttar Pradesh**

**E-Tender For
“Design, Engineering and Procurement for
Construction of
Uttar Pradesh, INDIA on EPC basis”**

**Tender No.:/General/Technical Cell/2024
dt.....**

Volume-3

**SPECIFIC CONDITIONS OF CONTRACT
(....., 2024)**

E-mail ID: technicalcellepcmission@gmail.com

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Specific Conditions of Contract-Scope of Work

The following Specific Conditions of Contract shall be read in conjunction with General Conditions of Contract. If there are any provisions in these Specific Conditions of Contract which are at variance with the provisions in the abovementioned documents, the provisions in these Specific Conditions of Contract shall take precedence.

1. Scope of Work:

1.1. General:

The scope of work relates to “**Construction of, Uttar Pradesh, INDIA**” on EPC Basis. The work is to be executed Design, Engineering, and Procurement & Construction (EPC) basis including Operation & Maintenance of buildings/services after completion and handing over in phases and up to the expiry of the defect liability period of complete project.

- **Land:-** The proposed site for Construction of, Uttar Pradesh is approx. Acre (..... Sqm).
- The main approach road is connected to
- The Bidders shall be provided with a Master Plan of the complex, Concept Plans of the proposed buildings in the complex, Technical specifications and other details forming the part of Bid documents. Based on these drawings and documents, the Bidders shall prepare their detailed designs and in conformity with the local Bye- laws. Any modification in the master plan and concept plan, required to meet the conformance to the local bye laws, shall be done with the approval of the Client Department. The designing and Construction of, Uttar Pradesh as per Master Plan are in scope of work of contractor.
- Facades of the buildings need be developed as per approved views and no additional cost shall be paid for façade elements like boxing, porches, arches etc. required to achieve the basic concept and intent of the project.

PROPOSED BUILDINGS AND FACILITIES

Construction and functioning of Building/ Components of Works to be completed along with all associated E&M, services & Utilities	Completion Period from Date of Start
Note: scope of work but not limited to above.	.... Months

In the Master Plan, there is provision for overall development of the land. However, present scope of work involves Construction of Uttar Pradesh as per Master Plan and concept designs with a total tentative area of sqm. Besides these, all required MEP and other services, utilities, horticulture, landscaping, roads and pavements, parking, pathways, sports facilities compound walls, watchman cabins, all gates (internal & external), external development, drainages, signage and all related utilities and as mentioned in the Design Basis Report and otherwise taking into consideration with respect to all statutory regulations as required for development and functioning of campus are also included in the scope of work.

The tentative area details of the buildings/ blocks are as given below:

S.No.	Description	Unit	Qty
1		Sqm	.....
	Total Built up Area	Sqm	.....

Note: Provision for stronger foundation and structure design has to be taken in account for as stated in the area statement for future expansion of the proposed project.

The Bidders are required to quote on the basis of aforesaid areas for each Building of the Project and in case of any variation; no extra payment shall be payable up to 2% variation, in the areas due to any reason afterwards. However, for a variation beyond 2% in the built up area, the Bidders shall be paid on pro-rata basis, on the written orders by the Engineer-in-Charge after seeking written approval from the Employer.

1.2. Tender Drawings:

The Bidder/contractor shall prepare their designs & drawings based on the drawings and Design Basis Report provided in the tender document. The master plan shall not be varied without approval of the Engineer-In-Charge & the Client Department. However the alteration in mast plan, if required as per the requirement of the client department shall be done and considered within the scope of work of EPC agency. The drawings of the respective buildings/ blocks, as provided in the tender documents, shall also be followed unless there is a requirement for their modification/correction as per requirement of the statutory bye laws, and, changes, if any required, due to structural designs consideration shall also be incorporated with the approval of the Engineer-In-Charge and its subordinate AE/PMC. This shall also hold good in respect of drawings/ SLD/ schematic/ P&I diagrams/ drawings for Services Components. All relevant modifications/revisions as required are to be done by the contractor at his own cost and any claim raised by the contractor in this regard shall not be valid in this contract and shall not be accepted by the UPPWD.

1.3. Design

The Design Basis Report and Drawings provided to the Bidders are to ensure a clear understanding of the building design standards and other associated parameters that the UPPWD wishes to achieve for different components of the project. Whilst the UPPWD is keen to see innovation, but the minimum required standards of design must be achieved. Contractors shall outline the means by which they will ensure design quality and the design objectives, which have influenced their scheme. This shall include details of how the UPPWD's objectives are to be achieved.

1.3.1. General Standards:

The facilities shall be completed to high standards of construction and specification as per good engineering practices.

The facilities shall be technically sound and functionally suitable in line with the provisions given in the DBR and to meet the UPPWD's objectives:

- i. The Architectural finishes shall be of such quality that will ensure better hygienic conditions, provide clean room environment in the modernized facilities as well as the new facilities.
- ii. The architectural design should take in to account the required Green Building and Acoustic Parameters, in line with latest GRIHA rating.
- iii. The architectural design should take in to account the requirements of physically challenged persons, in line with the "Harmonized Guidelines & Standards for Universal Accessibility in India 2021"
- iv. All the material procured or to be used should be to the satisfaction of the Engineer in charge before being used for the works intended to.
- v. All materials including fittings and fixtures shall be of approved make. For other materials, the same shall be as per approval of Engineer In charge.
- vi. The design should provide for bore wells, underground and overhead water tanks with necessary pumping arrangement for both portable and firefighting requirements.
- vii. The design should incorporate firefighting system with hydrants, fire extinguishers, electrical and fire alarm system in accordance with the rules and regulations of the local fire authority, NBC 2016, NFPA, Relevant IS codes,(the Tariff Advisory Committee (TAC) of the Insurance Association of India- for guidance only), as amended up to date.
- viii. Planning and design should also incorporate the requirements with respect to the recreational & sports facilities in the project as per requirement.

- ix. Lighting should conform to relevant IS Code of practice for Lighting. All electrical system, fixtures, fittings etcetera should conform to CPWD specifications, as well UPPWD specification latest IS code, NBC etcetera
- x. The planning should include landscaping and horticulture as per requirements. The contractor shall create parking, approach roads and other requirements for the building.
- xi. Provision should be made for internal and external signage's, display boards, public address system in the required area.
- xii. Furnishings in the room should be complete in all respects including, communication networking for Data, telephone connection, power points etcetera. It should also include the provisions of raceways to be laid in floors as per requirements.
- xiii. Mechanical services shall be designed and installed with provisions to contain noise and the transmission of vibration generated by moving plant and equipment schedules to achieve acceptable noise and vibration with respect to human beings specified by ISO standards.
- xiv. All moving plant, machinery and apparatus shall be statically and dynamically balanced at manufacturers workplace and certificate issued.

1.3.2. Statutory, Industry and Local Standards:

The following standards shall apply unless otherwise stated:

- Standards set out in National Building Code of India 2016
- Relevant Development Control Rules/Planning Act/Development Act/ Municipal Act/ any other applicable statutes and local bye-laws
- National Electrical Code, 1985
- Indian Electricity Act 2003
- Requirements of the local Water Supply Company, Electricity Supply Company/Department
- Requirements of the Pollution Control Board, Fire Department, Aviation authorities and other statutory authorities, as applicable
- Requirements of any other standards and bye laws as applicable.

1.3.3. Preliminary & Detailed Design:

Based on the details provided, as mentioned above, the Contractor shall prepare preliminary & detailed design of all the building & services including external development and these shall be in conformity with the Tender drawings, Technical Specifications, Design Basis Report and other standards set forth in the contract document subject to applicable statutory bye-laws/ regulations as listed below:

- a. Topographic Site Survey and Sub-Soil Investigation & submission of Site Survey Report & Sub-Soil Investigation Reports to Engineer-In- Charge.
- b. Preparation & submission of Preliminary & Detailed Architectural design/drawings of various buildings & blocks including preparation of Site Plan, Structural designs & drawings with complete services etcetera in conformance with Master Plan & other Tender drawings, Design Basis Report & General specifications for the work provided in the Tender Document with complete foundations and sub-structure / structure with all furnishings and interiors including acoustics treatment. The Contractor shall ensure that the drawings shall meet the requirements of the local bye-laws/ statutory bodies' etc. etc.
- c. The contractor shall prepare complete structural design drawings for foundations, superstructure, services, and for other structures to be provided/constructed, as per the

provision contained in relevant IS Codes/NBC 2016 including any amendment issued, taking into consideration the protection against seismic forces required for earthquake resistance structures. The shear walls, due to structural requirement shall be provided, as required.

- d. The structural drawings shall be got approved by Engineer-in-Charge on recommendations by PMC/Authority Engineer. The contractor shall ensure proof checking of structural designs and drawings from IIT Delhi, IIT Kanpur, IIT Roorkee, IIT BHU or NIT Allahabad (Prayagraj). After approval of the structural drawings by Engineer-in-Charge, if any modification in design/drawing is needed, as per site conditions, the Contractor shall do/re- do without any extra cost. This shall, however, not absolve the contractor from providing safe and sound structure for the functional requirements.
- e. Scope of work shall include scheme finalization based on DBR, tender drawings, concept designs, master plan etcetera detailed electrical load sheets, Equipment sizing, SLDs/Schematic for all MEP services, Technical Submittals & GA Drawings of all MEP Equipment, Lighting/Energy Simulation Reports for MEP Services, Detailed Water Requirement Sheet & Tank /Pump Sizing etcetera
- f. Preparation & submission of Preliminary & Detailed Design & drawings of all internal and external services viz. Electricals including Provision of PA System under Fire detection, Fire Alarm & firefighting, STP & Water Treatment Plant, etcetera & all other system as mentioned in DBR & elsewhere in this Tender.
- g. Planning and designing of all external services like water supply, system for recycling of waste water, installation of bore wells, sewerage, drainage system, parking lots, internal campus roads, pathways, and all connected sub-structures and superstructures within the premises, as per bye-laws and norms of the local bodies including making connections with the peripheral services after getting the services design approved from the local bodies/statutory bodies. Employer's/Administrative department role shall be limited only to sign the application / drawings / documents for submission to the local bodies in the capacity of the owner for approval. In case of water supply, sewerage and drainage, the cost of getting the scheme approved from service provider is included in the scope of work/bid. The cost of connection of water supply lines/sewer lines from peripheral connection point/outfall sewer shall also be borne by the Contractor apart from internal and external water supply/sewerage lines to be laid to make the system of water supply and sewerage functional/complete. However, statutory charges, if levied by the service provider towards cost of laying of their peripheral services shall only be reimbursed by Employer's/Administrative department on production of relevant documents by the Contractor to the satisfaction of Engineer-in-charge.
- h. The necessary arrangements are to be provided for supply of water through dual pipe system i.e. recycled water duly treated pumped through underground tanks to overhead tanks and piped to flushing in each location/utility as directed by the Engineer-in-charge.
- i. Planning and designing of bore wells, underground tanks, pump houses for water supply, for firefighting tank including installing of pumps, standby pumps as per approved drawings/ specifications or as directed by Engineer-in-charge on recommendation of PMC/Authority Engineer.
- j. Planning and designing of all electrical and mechanical services including related external services for works such as HT/LT Electrical works, firefighting works, Internal electrification, LV works, STP/WTP etcetera, as per bye-laws and norms of the statutory and local bodies including making connections with the peripheral services after getting the services design approved from the local bodies/statutory bodies. Employer's role shall be limited only to sign the application / drawings/ documents for submission to the local bodies in the capacity of the owner for approval. However, statutory charges, if levied by the service provider towards cost of providing services shall only be reimbursed by Employer on production of relevant documents by the Contractor to the satisfaction of Engineer-in-charge.

- k. Planning & designing of waste water recycle system, rain water drainage system including laying of pipe lines and construction of related structures.
- l. Preparation & submission of Preliminary & Detailed design & drawings for Landscaping & Horticulture work, Main Entrance Gates, development plans showing Internal Roads, Pathways, Parking lots, Paved areas, Court Yards Landscaping, Drains, Culverts, Compound walls, External lighting arrangements, Under Ground Tanks, Internal & external Signage's, etcetera complete.
- m. Preparation of landscaping plan including planters and other details etcetera for the horticulture works and execution of same including providing unfiltered/recycled water supply lines, construction of pump houses and installation of pumps therein etcetera complete will be responsibility of Contractor. Development of parks, if required, construction of its boundary wall, providing MS railings (including painting), wicket gates, water hydrants, the grassing, creepers and planting trees & relocation of existing trees within campus etcetera shall be completed as per the specification and drawing approved by the Engineer-in-charge.
- n. Planning of designing of, MS gates, Wicket gates, Security Cabins, dustbins, sign boards, guide maps, location boards, direction boards, etcetera all complete as per the drawing approved and direction of Engineer-in-charge.
- o. Setting up a Testing Laboratory at site equipped with the necessary apparatus needed for day-to-day testing of construction materials during construction period as directed by the Engineer-in-charge.
- p. Obtaining approval of Engineer-in-charge for all the Detailed/Preliminary Architectural, Structural & Services drawings & designs.
- q. Prepare and submit three-dimensional model(s) of 12' x 15' scale as and when required by the Engineer-in-charge at no extra cost.

1.3.4. Scale

All drawings shall be prepared to the scale as required for proper explanation and shall indicate the size and location of all equipment's and accessories therein. The Contractor shall follow all dimensions of approved architectural drawings for the work or part concerned and check proposed drawings for any interference with the building structure or other equipment or services.

1.4. Statutory Approvals:

The Contractor shall obtain all required statutory approvals except the Prefire NOC, Local Body NOC & EIA clearance. The Contractor shall obtain other pre-construction & post-construction clearances as required from , Water supply agencies concerned, Electric Supply and Inspectorate Agencies concerned, Police and Security Agencies, Chief Controller of Explosives, Civil Aviation Department, etc in accordance to prevailing rules, Building Bye-Laws, tree replantation etcetera, as the case may be related to/ required for Construction/ Completion. The Post Construction approvals shall include: -

- i. Obtaining approval of all the competent authorities and other statutory bodies like Ministry of Environment and forests, State Pollution Control Board, Air Force, civil aviation, railways and local development bodies etcetera as applicable necessary according to the local Acts, Laws, Regulations, etcetera and make any changes desired by such authorities at no extra cost.
- ii. Obtaining NOCs (No Objection Certificates) from Fire Department, Lift Inspector, Storm water drainage & sewerage department, Municipal Corporation / Local Bodies, Civil Aviation, Railways, EIA on completion and / or occupancy certificates etcetera
- iii. Obtaining approval of electrical drawings from Central/State Electrical Inspectorate, as applicable.

- iv. Any other approval required from the appropriate Statutory Authorities/Local Bodies.
- v. Compliance as per latest GRIHA norms and obtaining approval and certification for Green Building Rating for the building from GRIHA Council etcetera

The original documents of approval/certificates etcetera shall be submitted to the UPPWD.

1.5. Shop drawings/ Design

The Contractor shall furnish for approval of the Engineer-in-charge requisite sets of detailed Shop drawings as stipulated/requirements of the contract and specially for Façade work, Aluminum works, Door/Windows, Structural Glazing Work, Sanitary, Plumbing, Firefighting (external & internal), Pump room, Electrical works, LV works, STP/WTP and all other works within scope of this contract.

All other services, equipment and materials required to complete the work as per specifications well in advance. These drawings/documents shall contain details of construction, size, arrangement, operating clearances, performance characteristics, and capacity of all items of equipment, as also the details of all related items of work of other trades. The work will be executed by the contractor based on the approved shop drawings from the Engineer-in-charge on recommendation by PMC/Authority Engineer and accordingly contractor will be responsible for obtaining all required final NOC / clearance from concerned authorities. All shop drawings are to be made in accordance with latest fire safety norms and building codes.

- a. All drawings necessary for assembly, erection, maintenance, repair and operation of the equipment shall be furnished and different parts shall be suitably numbered for identification and ordering of spare parts.
- b. For any amendments proposed by Engineer-in-charge/ concerned authority in the above drawings, the Contractor shall supply fresh sets of drawings with the amendments duly incorporated, along with the drawings on which corrections were indicated.
- c. No material or equipment may be brought at Site until the Contractor has the approved Shop drawings for that particular material or equipment.
- d. After approval of the drawings by the Engineer-in-charge on recommendation by PMC/Authority Engineer, the Contractor shall further furnish six sets of Shop drawings for the exclusive use of and retention by the Engineer-in-charge.
- e. Approval of drawings by the Engineer-in-charge shall not relieve the Contractor of any obligation to meet all the requirements of the Contract or of the correctness of his drawings. The Engineer-in-charge's approval of specific item shall not mean the approval of the assembly of which it is a component. The Contractor shall be responsible for and is to bear the cost for all alternations of the works due to discrepancies or omission in the drawings or other particulars supplied by him, whether such drawings have been approved by the Engineer- in-charge or not.
- f. Where the work of the Contractor has to be installed in close proximity to, or will interfere with the work of other trades, the Contractor shall assist in working out the space conditions to make a satisfactory adjustment. If so directed by the Engineer-in-charge, the Contractor shall prepare composite working drawings and sections to a suitable scale not less than 1:50, clearly showing how his work is to be installed in relation to the work of other trades. If the Contractor installs his work before coordinating with other trades, and it is cause for any interference with the work of other trades, he shall make all the necessary changes without extra cost.
- g. All shop drawings and detail drawings will be made as per requirements of local authorities and tender drawings incorporating all latest regulations and requirements. No separate drawings will be, issued for making shop drawings.
- h. Unless otherwise prescribed, the contractor shall submit two sets of shop drawings/technical submittals/data sheets/any other details required for approval of the Engineer-In-Charge. The contractor, after incorporating modifications / deletions/observations/ amendments suggested by the Engineer-In-Charge, shall submit six corrected sets of such documents for

final approval and issuance.

- i. In case of delay of the project for reasons attributable to the contractor if decided by the Employer, the compensation to the consultant shall be adjusted from the payment due to the contractor.

1.6. Approved Makes:

- a. Specification/equipment to be used or supplied as per the scope of work are listed separately. For all other materials /equipment the same shall conform to the relevant Indian Standards or in their absence conform to any International Standards and as approved by the Engineer-in- Charge.
- b. All material and equipment shall conform to the relevant Indian Standards/ IEC codes and bear IS marking where ever applicable. Where interfacing is involved, such equipment's shall be mutually compatible in all respects.
- c. Where an item of equipment, other than as specified or detailed on the drawings, is approved by Engineer-in-charge, requires any re-design of the structure, partitions, foundation, piping, etcetera or any other part of the mechanical, electrical or architectural layout, all such re-design, and all new drawings and detailing required therefore, shall be prepared by the Contractor at his own expense and approval obtained from the Engineer-in-charge.
- d. All similar equipment, materials, removable parts of similar equipment etcetera shall be inter-changeable with one another.
- e. The contractor shall submit to the Engineer-in-charge for approval details of all proposed materials, equipment, accessories, equipment characteristics and capacity details of all equipment, accessories and devices etcetera as per the specifications and obtain approval of the Committee.

1.7. Project/ Work Execution/Construction:

1.7.1. Handing Over and Clearing of Site:

- a. The site of work is available. However, in case of any underground services, part of foundations of such structures are encountered during excavation or otherwise during the execution of the project, the contractor shall clear the same and maintain the operational services, without any extra cost.
- b. The contractor should note that there may be some existing structures and/or operational building in the campus. The contractor shall ensure that the services and approach to these buildings is not hampered, without any extra cost. The work shall be carried out in such a way that the traffic, people movement, if any, is kept operative and nothing extra shall be payable to the contractor due to restrictive working. Dedicated access corridors and roadways have been planned for allowing movement of the inhabitants to enter and exit the buildings. The contractor is required to arrange the resources to complete the entire project within the total stipulated time. Traffic diversion, if required, is to be done and maintained as per requirement of the traffic police and / or as per specifications, by the contractor at his own cost and the contractor shall not be entitled for any extra payment, whatsoever, in this regard.
- c. There may be some services crossing the construction area of the proposed new block. The scope of work includes dismantling of services falling in the construction area and supporting/shifting & making functional existing services/sewerage and water supply lines etcetera. The contractor shall properly take care & safeguard all the existing services in the area affected by the construction of the complex.
- d. Necessary arrangement including its maintenance is to be made by the contractor for temporary diversion of flow of existing services, drain(s) and road(s) etcetera, as the case may be. The existing services drain(s) and road(s) etc. would be demolished, wherever required with the progress of work under the scope of proposed project. The existing services drain(s) and road(s) etcetera, which are not in the alignment of the said project

but are affected and/or need to be demolished during execution for smooth progress of the project, shall be rehabilitated to its original status and condition (including black topping) by the contractor at his own cost. The cost to be incurred by contractor in this regard shall be deemed to be included in the quoted rates and contractor shall not be entitled for any extra payment whatsoever in this regard.

- e. The information about the public utilities (whether over ground or underground) like electrical/telephone/water supply/sewerage lines, OFC Cables, open drain etcetera is the responsibility of contractor to ascertain the utilities that are to be affected by the works through the site investigation.
- f. The contractor shall be responsible to obtain necessary approval from the respective authorities for shifting/re-alignment of existing public utilities. Engineer-in-charge/UPPWD shall only assist the contractor for liaising in obtaining the approval from the concerned authorities. The cost of shifting of utilities i.e. electrical, Telephone line, water supply & sewer if any, the same shall be reimbursed against the work done duly certified by the line department and as per estimate raised by concerned line department except the cost of supervision charges. The supervision charges shall be paid to the line department against the quality supervision. But no time extension shall be allowed on non-shifting of the utilities.
- g. Any services affected by the works must be temporarily supported by the contractor who must also take all measures reasonably required by the various bodies to protect their service and property during the progress of works. It shall be deemed to be the part of the contract and no extra payment shall be made to the contractor for the same.
- h. If the work is carried out in more than one shift or during night, no claim on this account shall be entertained. The Contractor must take permission from the different statutory/ Govt. authorities' etcetera if required for work during night hours. No claim / hindrance on this account shall be considered if work is not allowed during night time.
- i. The Contractor shall be responsible for the watch and ward / guard of the buildings safety, fittings and fixtures provided by him against pilferage and breakage during the period of installations and thereafter till the building is physically handed over to the department. No extra payment shall be made on this account.
- j. Any utility covered under the sanctioned cost of the project shall be taken care by the Client Department / Employer. The above-mentioned clause (a) to (i) mentioned are over & above to the sanctioned cost of utility shifting. In case of any unforeseen circumstances if the contractor claims regarding above, it shall be considered & finalized by the employer with due diligence.

1.7.2. Construction of Building & Infrastructure:

Based on the Master Plan, Concept Designs, Design Basis Report and other drawings, Technical Specifications and other documents given in the tender, approved Good for Construction Drawings/Shop Drawings, Finishing/Flooring Schedule, approved makes of materials/equipment, Schedule of Doors/Windows fittings & fixtures, Schedule of Plumbing/Sanitary Fittings/Fixtures, Scale of amenities, the Construction of all buildings/blocks, associated infrastructure & external development work & services shall be carried out and completed by the Contractor in a phased schedule as specified in the tender document. Scope of the Construction work shall also include but not limited to the following:

1. EPC contract shall include Detailed Engineering and Architectural designing, Soil investigation and Survey, Site Clearance, Design of Structure and MEP services including allied works, Vetting of structural design from IIT Delhi, IIT Kanpur, IIT Roorkee, IIT BHU or NIT Allahabad (Prayagraj), obtaining all statutory approvals from Local Authorities/Body including services, preparing submission and execution drawing, Construction and Commissioning of the project. The architectural drawings shall be vetted by the architect wing of UPPWD.
2. The contractor's quoted rates are deemed to include everything from the award of work up to

& including handing over of completed project, defect liability period. The EPC Contractor is required to connect all the external services like Water Supply, Sewerage, Drainage etcetera to the main lines of the authorities/services providers which shall be integral part of his scope of work and deemed to be included in his quoted price. All municipal & mandatory approvals required for occupation and completion of the project shall be obtained by the Contractor.

3. Buildings as below having tentative total built-up area of around sqm with all interior works with fittings and fixtures, MEP equipment fittings and fixtures, as per DBR, Scope of work, approved architectural drawings, good for construction drawings & shop drawings complete in all respects as per EIC instructions.

LIFT PROVISION (including future provision wherever applicable)

S. No.	Building Names	8 Passenger Lift (1.5M/Sec)	13 Passenger Lift (1.5M/Sec)	16 Passenger Lift (1.5M/Sec)	26 Passenger Lift (1.5M/Sec)	No. of Floors
1.						
2.						
3.						

4. Design, Supply and or Construction, Testing, Commissioning and Handing over of Under Ground Tank for Domestic and Firewater including underground pump room (300 KLD) and Over Head RCC Water Storage for each building Tanks with or without independent staging of approved capacity for storage and distribution of both Fire Water and Domestic Water including all equipment's, fittings and fixtures, water proofing treatment, food grade epoxy lining for domestic water storage tanks complete in all respects, as per Design Architect/EIC instructions.
5. External Site Development- Broad activities under External Site Development includes Levelling, Internal Roads & Path Ways, Sewer Network, Filtered Water Supply Network, All services distribution lines of 100 mm dia or any size approved by EIC, All peripheral grid services distribution lines of 300 mm dia or any size approved by EIC, Unfiltered water supply distribution lines, Storm Water Drains, Street Lighting (Electric and or solar powered, as approved by EIC), Comprehensive Campus Signage including electric signage, designing street feature, furniture etcetera as per Design Architect/EIC instructions.
6. Design, Supply and or Construction, Testing, Commissioning and Handing over of occupancy sensors for Areas as per DBR & shop drawings complete in all respects as per EIC instructions.
7. Design, Supply and or Construction, Testing, Commissioning and Handing over of distribution cables from Substation to each Block as complete as per DBR & shop drawings complete in all respects as per EIC instructions.
8. Design, Supply and or Construction, Testing, Commissioning and Handing over of Ventilation, Smoke Extraction & Smoke Management System as per DBR & shop drawings complete in all respects as per EIC instructions.
9. Design, supply and or Construction, Testing, Commissioning and Handing over of Sewerage Treatment Plant with requisite civil structures and pump room/work having minimum capacity of **KLD** or the capacity approved by EIC as per DBR & & shop drawings complete in all respects as per EIC instruction.
10. Design, Supply and or Construction, Testing, Commissioning and Handing over of Water Treatment Plant (..... **KLD**) with requisite civil structures / work having minimum capacity approved by EIC as per DBR & shop drawings complete in all respects as per EIC instructions.
11. Design, Supply and or Construction, Testing, Commissioning and Handing over of Rain

- Water Harvesting System with requisite civil structures / work at minimum 18 nos. RWH Pits within the plot area or at the locations finalized by EIC as per DBR & shop drawings complete in all respects as per EIC instructions.
12. Design, Supply and or Construction, Testing, Commissioning and Handing over of 2 no. of 850 lpm tube wells with pump and motor System with requisite local bodies clearances, civil structures / work at minimum 1 locations within the plot area or at the locations finalized by EIC as per DBR & shop drawings complete in all respects as per EIC instructions.
 13. Design, Supply and or Construction, Testing, Commissioning and Handing over of water cooler (200 Litre Storage Capacity) with RO System of 1500 LPH in Admin Block & 200 LPH in Academic Block with requisite equipment's at the locations finalized by EIC as per DBR & shop drawings complete in all respects as per EIC instructions.
 14. Design, Supply and or Construction, Testing, Commissioning and Handing over of Boundary Wall, 2250 Rmt or as per actual site requirement, Guard Posts, Sliding Gates, RFID based, Boom Barriers etcetera, with requisite equipment, cabling, fixtures and fittings etcetera, within the campus at the locations finalized by EIC as per DBR & shop drawings complete in all respects as per EIC instructions.
 15. Demolition work as per actual requirement at site, if required.
 16. All Structural Works – As per Structural DBR.
 17. Architectural & Civil Works & Civil Finishing Works etcetera,
 18. Plumbing Works & Sanitary (Internal & External)
 19. Electrical Works (Internal & External)
 20. Earthing and Lightning Conductor
 21. Fire Alarm System
 22. Intelligent addressable emergency Lighting and Exit System
 23. Public Address System
 24. Data Networking & Telephone (Conduiting & Wiring)
 25. CCTV Surveillance System Conduiting & Wiring
 26. Fire Fighting and Suppression System Works.
 27. UPS system (Admin & Library -2x30 KVA , Academic -2x30 KVA, Hostel Block-2x30KVA, Facility Centre- 1x5 KVA, VC Residence- 1x5 KVA)
 28. Mechanical Ventilation
 29. Fire Protection Gas for Substation/LT Panel/UPS room
 30. Sub Station (3x800 KVA: (2 working+1 standby Transformer) 11/433 KV Electrical Substation
 31. Main LT Panel and Sub Distribution Panel
 32. Bulk Electrical Services
 33. Electric Fire Monitoring and Emergency Lighting System.
 34. Designing Street, Outdoor& Landscape Lighting.
 35. Aviation Light and Lightning Protection system.
 36. Gas Suppression system for Panels as per NBC-2016.
 37. Storm Water Drain (RCC)
 38. O.H.T(as per requirements)
 39. External Sewerage System
 40. Solar PV System (240 KWP ongrid for Admin+Academic & 120 Kwp offgrid for Boys & Girls hostel)
 41. Customized G.I. Cable Tray.
 42. Designing of Signage Systems for Building, Roads etcetera,
 43. DG Sets (3x500KVA +1x125 KVA) Working + 1x500 KVA Standby
 44. Bitumen's Road & CC Interlock paver parking roads
 45. Boring with Pump room
 46. Electric Substation Building
 47. Passenger lifts (as above)
 48. Transplantation of trees as per actual requirement of site, if required.
 49. Horticulture & Landscaping
 50. RWH (Rainwater Harvesting) 18 nos.

51. The project is to be built fully compliant to latest GRIHA rating or equivalent green building rating system (Indian Green Building Council) norms for the entire scope in this contract & contractor shall obtain certification to this extent.
52. All signages will be LED lighted/Retro-reflective as per concept drawings / as per direction of Engineer-In-Charge.
53. All external electrical LED light as per DBR and drawings will be powered.
54. All statutory / municipal approvals including EIA and Consent to Establish/ Operate before /during / post construction stages are to be obtained by the Bidder. The statutory fee for such clearances shall be reimbursed by the UPPWD/Employer.
55. The details mentioned in DBR and technical specification / conceptual drawings are indicative in nature. The Bidder will ensure to complete the work and make functional as per NBC 2016 and including any amendments if any, statutory requirements, UPPWD/Client requirements and good engineering practices etcetera
56. The area statement given is indicative in nature. The works is to be completed as per concept design, Client requirements, drawings, scope of work, finishing schedule and prevalent codes, NBC 2016, statutory requirement guidelines etcetera
57. Soil report enclosed is indicative. Bidder/Contractor is advised to do their own survey/exploration; nothing extra will be paid on deviation of soil report.
58. All drawings/ specifications / makes / shop drawings and construction methodology etcetera are to be got approved from Engineer-in-Charge or on his behalf by PMC/Authority Engineer as required prior to execution / procurement. However, it does not imply that Bidder absolves themselves from code provisions/statutory requirements.
59. All Formwork for all RCC works should be of laminated ply finish/Standard shuttering.
60. Prevention/safety of Existing Structure during entire construction period.
61. All columns/wall corners in the parking area should have approved rubber/PVC corner protection.
62. All Entry point/exit point should have boom barriers with provision and design of RFID facility as required.
63. Parking shall be provided as per NBC 2016 or prevalent statutory requirements.
64. The facility at each floor as shown may interchange/may add/may delete within building envelope as conceptualized. The internal partition and allied services may also change as per functional need and requirement of the client/ UPPWD etcetera Nothing extra shall be payable on this account to contractor.
65. All specifications are to be followed as given in technical specifications, however, at any location if any information/specification is of specific make it has to be treated as or equivalent.
66. Preparation of Detail design and drawings based on DBR.
67. Preparation of Shop drawings and as built drawings and its approval from UPPWD & Proof checking Consultant Agency.
68. The E.P.C. contractor shall bear the complete responsibility and cost for the surveys; investigation studies; design development of the employers design/ performance criteria up to detail design level, Engineering (including all specialized engineering requirements mentioned in the contract or needed for the successful completion and handover of the project); Manufacture, Delivery, Construction, Erection and Installation, Testing, Commissioning, Handing Over and provision of required warranties of the entire facility to the satisfaction of EIC.
69. The E.P.C. contractor is expected to discharge his responsibility in conformity with the contract as per the tender documents and those documents specified therein to constitute the contract document and in conformity with all laws, regulations, acts, statutes, bye-laws, applicable to all aspects of the investigation, design, engineering, construction, manufacture, delivery and shall indemnify the owner against any claims or damages, fines, suits, legal or administrative actions/ strictures penalties, etcetera resulting from the neglect or inability or avoidance of the above said laws, regulations, statutes, etcetera
70. It is re-emphasized that the employer expects the EPC Contractor to comply with all municipal regulations, environmental regulations, health and safety regulations and comply with all the requirements spelled out in this regard in the contract. Where there is a difference

- between the employer's requirements and regulatory requirements the more stringent provision shall prevail. It is assumed the EPC Contractor has completed his due diligence on this prior to filling the tender and no change in cost shall be considered for this.
71. The EPC Contractor shall follow all best practices, codes, standards and adhere to specifications and shall meet or exceed performance requests as spelled out in this contract.
 72. The EPC Contractor shall engage reputed Architect, Interior Designer, Experienced Interior Works Executing Agency etcetera, or any such specialized agency / agency as instructed by EIC for proper works execution, complete in all respects as per EIC's instructions. **The EPC contractor shall submit the Professional Liability Insurance of structural Design valid for 10 years period of time.**
 73. The EPC Contractor shall carry out the procurement of all the materials, equipment, Installations, accessories as may require for completion and Installation & Commissioning of work for the project.
- 1.8. The scope of work is only indicative and not exhaustive. In additions to the above the Contractor shall be responsible for executing all the works/items required for completing all the building and other services in all respect to make the premises in UP habitable and ready for occupation as per direction of Engineer-in-charge.
 - 1.9. Approval of Engineer-in-Charge on recommendation by PMC/Authority Engineer at any stage of planning, design and construction of the project will not absolve the ingrained responsibility of the Contractor to execute the construction flawless and at par excellence and, if any aspect contrary to this owning up of responsibility is glaring, the Contractor will be held liable for such gross deviation.
 - 1.10. The work shall be executed in accordance with the drawings/design approved by Engineer-in-Charge (on recommendation by PMC/Authority Engineer) which are prepared by the Contractor in conformity with the scope of the project & specifications, standards and statutory requirements. The Contractor shall carry out and complete the said work in every respect in accordance with this Contract and with the directions of and to the satisfaction of the Engineer-in-charge.
 - 1.11. The Engineer-in-charge may in his absolute discretion and from time to time review the drawings/ designs & approve drawings/designs and/or written instructions, details, directions and explanations, in regard to:
 - a. The variation or modification of the drawings, design, quality or requirement of works or the addition or omissions or substitution of any item.
 - b. Any discrepancy in the drawings or between the requirement of work sand /or drawings and/or specifications.
 - c. The removal from the site of any material brought thereon by the contractor and the substitution of any other material thereof.
 - d. The removal and/or re-execution of any works executed by the contractor.
 - e. The removal of any persons employed by the contractor on the site after obtaining approval from Engineer-in-Charge.
 - f. The opening up for inspection of any work covered up.
 - g. The amending and making good of any defects noticed during or after execution of the work.
 - 1.12. The contractor shall be solely responsible for the means, methods, techniques sequence and procedure of construction. The Contractor shall be responsible to see the completed work complies accurately with the Contract requirements. The Contractor shall provide all necessary superintendence during the execution of the Works as per contractual provisions.
 - a. The Contractor shall be responsible for the correct positioning of all parts of the Works, and shall rectify any error in the positions, levels, dimensions or alignment of the Works. Contractor agrees and undertakes that the construction shall be completed within the Project Completion Schedule and any extension of time granted according to the provisions of this Agreement.

- b. The Contractor shall, subject to the provisions of the Contract, and with due care and diligence, execute and complete the Works & remedy any defects therein in accordance with the Contract. The Contractor shall provide all labour, including the supervision thereof, materials, Constructional Plant and Machineries and all other things, whether of a temporary or permanent nature, required in and for such execution, completion, maintenance and remedying of any defects, so far as the necessity for providing the same is specified in or is reasonably to be inferred from the Contract.
- c. The Contractor must bear in mind that all the work shall be carried out strictly in accordance with the specifications as given in these documents and also in compliance of the requirements of the local public authorities and to the requirements/ satisfaction/ direction of the Engineer-in-charge and no deviation of any account will be permitted.
- d. The Contractor shall have to use materials adhering to the standards as mentioned in the DBR/good industry practise contained in the contract documents and as approved by the Engineer - in- Charge. The contractor shall prepare a model room at site displaying the items to be used on the project adhering to the norms/specification as mentioned in the DBR & specification of the bid document. Wherever different pattern/ Design/ Quality of materials with same specification/ make as specified in the contract, is available in the market, Engineer-in-Charge with the help of representative of the Client Department will approve the pattern/ Design/ Quality of the material/ item which shall be final and binding on the contractor. The contractor shall supply samples of all the materials / fittings / fixtures proposed to be used in the work and obtain approval of the Engineer - in-Charge. These samples shall be retained at site till completion of the work. If subsequently it is found that approved material upon testing does not meet the requirement as specified in the contract the contractor shall get approval of alternate material.**
- e. The work shall be carried out in conformity with the relevant drawings and the requirement of architectural, electrical, structural, and other specialized service drawings approved by PMC/Authority Engineer.
- f. The Contractor shall make provision of hangers, sleeves, structural openings and other requirements during construction to avoid holding up progress of the construction schedule. The Contractor should ensure that the structure is designed for additional loads or cut outs. Subsequent Cutting of holes in the RCC structural members /slab shall not be allowed.
- g. The contract items comprise of furnishing of all materials, equipment, labour& transportation etcetera necessary to render the installation / item fully operational as per the intent of specifications and drawings, including any necessary adjustment or corrections. Further the installation / item shall be in conformity with local laws and manufacturer's instructions applicable.

1.13. Operation & Maintenance:

Upon completion of supply, installation, testing & commissioning of all works, the Contractor shall furnish the necessary skilled/unskilled/semi-skilled personnel for operating the entire installations for a period of ninety (90) working days i.e. till the handing over after issuance of completion.

1.14. Training & orientation of UPPWD's Personnel

The contractor shall provide necessary training and orientation to the technical personnel deployed by Employer. The contractor shall arrange visits of the technical personnel / technicians of respective OEM /vendors involved in installation of various electrical and mechanical works under this contract. The duration of training period shall be 15 days or as directed by Employer's representative/Engineer-in-Charge with respect to various installed system like HVAC, STP, WTP, LV Works, Audio Video & Stage Lighting System, Pumping

system and any other system installed under this contract.

SPECIFIC CONDITIONS OF CONTRACT-GENERAL

1. General:

1.1. **Force Majeure:**

Any failure or delay in the performance by either party hereto of its obligations under his Contract shall not constitute a breach thereof or give rise to any claims for damages if, and to the extent that it is caused by occurrences beyond the control of the party affected, namely, acts of God, floods, explosions, wars, riots, storms, earthquakes, insurrection, epidemic or other natural disasters. The party so affected shall continue to take all actions reasonably within its power to comply as far as possible with its obligations under this Contract. The affected party shall promptly notify the other party after the occurrence of the relevant event and shall use every reasonable effort to minimize the effects of such event and act in all good faith with due care and diligence.

1.2. **Compliance with Statutes, Regulations, etc**

The contractor shall conform to the provisions of all statutes, ordinance, laws, acts of the legislature relating to the works, and to the regulations and by-laws of any local or other duly constituted authority and of any water, electric supply and other companies and/or authorities with whose systems the structure is proposed to be connected. The Contractor shall keep the Employer indemnified against all fines or penalties or liability of every kind for breach of any such statutory ordinance, law act of the legislation, regulations, and byelaws as aforesaid.

The contractor shall before make any variations from the drawings or specifications that may be necessitated by such regulations, give to the Engineer- in-charge written notice, specifying the variation proposed to be made and the reasons for making it and apply for instructions thereon. The contractor will not execute any work without written permission from the Engineer-in- charge

The contractor shall bring to the attention of the Engineer-in-charge any specific requirement of the local authorities or any notice required for execution by virtue of such acts, regulations or bye-laws of such authority, or public office. All fees that may be chargeable in respect of these works shall be reimbursed by the Employer on production of authorized receipts.

1.3. **Boreholes & Exploratory Excavation**

If, at any time during the execution of the Works, the Engineer-in-charge shall require the Contractor to make boreholes or to carry out exploratory excavation, such requirement shall be ordered in writing and shall be deemed to be an additional ordered under the provisions unless a provisional sum in respect of such anticipated work shall have been included in the schedule of items.

1.4. **Fossils, Etcetera**

All fossils, coins, articles of value or antiquity and structures and other remains or things of geological or archaeological interest discovered on the site of the works shall be the property of the Employer.

1.5. **Absence of Specifications**

If the user requirements, specifications etcetera, do not contain particulars of materials and works which are necessary for its proper execution, all such materials shall be supplied and item shall be executed by the Contractor without extra charge and if the Contractor requires any information, he shall request in writing well in advance to commencement of the particular work to the Engineer-in-charge who will clarify the issue within a reasonable time.

1.6. **Works by Other Agencies**

The Engineer-in-charge reserves the right to use premises and any portion of the site for the execution of any work not included in this contract which it may desire to have carried out by other persons simultaneously, and the contractor shall allow the reasonable facilities for

the execution of such work, but shall not be required to provide any plant or material for the execution of such work except by special arrangement with the other agency. Such work shall be carried out in a manner so as not to impede the progress of the works included in the contract, the contractor shall not be responsible for any damage or delay which may happen to or occasioned by such work.

The contractor shall co-operate with other agencies working in the same project, and coordinate his plans and time schedules so that there will be no interference. The Contractor shall forward to the Engineer-in-charge all correspondences and drawings exchanged. Failure to check plans for conditions will render the Contractor responsible for bearing the cost of any subsequent changes found necessary or damages done.

The Engineer-in-charge shall not entertain any claim on account of the Contractor affording necessary facilities to execute the work simultaneously with other agencies executing the works for the same project.

1.7. Quality Assurance

1.7.1. Quality Assurance Programme

The Contractor shall ensure that the Construction, Plants, Goods & Materials and workmanship are in accordance with the requirements specified in this Agreement, Specifications and Standards and Good Industry Practice.

Sources of Materials being supplied shall be intimated to the Engineer and are subject to his approval. Materials that are not specified in the Contract document shall conform to the relevant Indian Standards or in their absence conform to any International Standard approved by the Engineer.

To ensure that the equipment and services under the scope of this Contract whether manufactured or performed within the Contractor's works or at his sub-contractor's premises or at the site or at any other place of work are in accordance with the specifications, the Contractor shall adopt suitable quality assurance programme to control such activities at all points necessary. Such programme shall be outlined by the Contractor and shall be finally accepted by the Engineer-in-Charge after recommendations and discussions with Employer, just after the award of Contract. A quality assurance programme of the contractor shall generally cover the following:

- His organization structure for the management and implementation of the proposed quality assurance programme.
- Documentation control system.
- Qualification data for Bidder's key personnel.
- The procedure for purchases of materials, parts components and selection of sub-contractor's services including vendor analysis, source inspection, incoming raw material inspection, verification of material purchases etcetera
- System for shop manufacturing and site erection controls including process controls and fabrication and assembly control.
- Control of non-conforming items and system for corrective actions.
- Inspection and test procedure both for manufacture and field activities.
- Control of calibration and testing of measuring instruments and field activities.
- System for indication and appraisal of inspection status.
- System for quality audits.
- System for authorizing release of manufactured product to the UPPWD.
- System for maintenance of records.
- System for handling storage and delivery.
- A quality plan-detailing out the specific quality control measures and procedures adopted for controlling the quality characteristics relevant to each item of equipment furnished and/or services rendered.

The Engineer-in-Charge or his duly authorized representative reserves the right to carry out quality audit and quality surveillance of the system and procedure of the Contractor/his Vendor's quality management and control activities.

1.7.2. Quality Assurance Documents

The Contractor shall be required to submit the following Quality Assurance Documents within three weeks after dispatch of the equipment.

- All Non-Destructive Examination procedures, stress relief and weld repair procedure actually used during fabrication and reports including radiography interpretation reports.
- Welder and welding operator qualification certificates.
- Welder's identification list, listing welders and welding operator's qualification procedure and welding identification symbols.
- Raw material test reports on components as specified by the specification and/or agreed to in the quality plan.
- Stress relief time temperature charts/oil impregnation time temperature charts.
- Factory test results for testing required as per applicable codes/ mutually agreed quality plan/standards referred in the technical specification.
- The quality plan with verification of various customer inspection points (CIP) as mutually and methods used to verify the inspection and testing points in the quality plan were performed satisfactorily.

1.8. Additional Conditions for Tree Re-plantation

The Hon'ble High Court, Allahabad in its Judgment in the case of PIL Civil no. 14580 of 2017 has observed that the old trees are preserved /protected and if necessary, those shall be relocated within the campus at appropriate place, as far as possible.

The contractor shall ensure strict adherence to the above directions of the Hon'ble High Court, Allahabad. Efforts shall be made to preserve, as far as possible, the old trees at their existing locations. To be spelled out the contractor shall verify these details with respect to the layout of the various buildings/services/external services including roads/pathways etcetera and ensure that there is minimum relocations of trees. In case of extreme exigencies, where such trees need relocation, the contractor shall undertake the relocation at appropriate locations within the compound ~~without any extra cost.~~

1.9. Additional Conditions of National Green Tribunal

- i. The Contractor shall not store/ dump construction material or debris on the metaled road.
- ii. The Contractor shall get prior approval from Engineer-in-Charge for the area where the construction material or debris can be stored beyond the metaled road. This area shall not cause any obstruction to the free flow of traffic /inconvenience to the pedestrians. It should be ensured by the Contractor that no accidents occur on account of such permissible storage.
- iii. The Contractor shall take appropriate protection measures like raising wind breakers of appropriate height on all sides of the plot/area using CGI sheets or plastic and/or other similar material to ensure that no construction material dust fly outside the plot area.
- iv. The Contractor shall ensure that all the trucks or vehicles of any kind which are used for construction purposes/or are carrying construction material like material like cement, sand and other allied material are fully covered. The Contractor shall take every necessary precaution that the vehicles are properly cleaned and dust free to ensure that en-route their destination, the dust, sand or any other particles are not released in air/contaminate air.
- v. The Contractor shall provide mask to every worker working on the construction site and involving in loading, unloading and carriage of construction material and

construction debris to prevent inhalation of dust particles.

- vi. The Contractor shall provide mask to every worker working on the construction site and involved in loading, unloading and carriage of construction material and construction debris to prevent inhalation of dust particles.
- vii. The Contractor shall ensure that C&D waste site only and due record shall be maintained by the Contractor.
- viii. The Contractor shall compulsorily use wet jet in grinding and stone cutting.
- ix. The Contractor shall comply with all the preventive and protective environmental steps as stated in the MoEF guidelines, 2006.
- x. The Contractor shall carry out on- Road-Inspection for black smoke generating machinery. The Contractor shall use cleaner fuel.
- xi. The Contractor shall use vehicles having pollution under control certificate. The emissions can be reduced by a large extent by reducing the speed of a vehicle to 20 Km.ph. Speed bumps shall be used to ensure speed reduction. In case where speeds reduction cannot effectively reduce fugitive dust, the Contractor shall divert traffic to nearby paved areas.
- xii. The Contractor shall ensure that the construction material is covered by tarpaulin. The Contractor shall take all other precaution to ensure that no dust particles are permitted to pollute air quality as a result of such storage.
- xiii. The paving of the path for plying of vehicles carrying construction material is more permanent solution to dust control and suitable for longer duration projects. The UPPWD shall carry out cost benefit ratio analysis of the same.
- xiv. It is mandatory to use of wet jet in grinding and stonecutting.
- xv. Wind breaking wall around construction site.
- xvi. As per EIA Notification of 2006, sufficient green belt around the building shall be provided. Such green belts shall be in existence prior to applying for occupancy certificate and handing it over.
- xvii. The Contractor shall take appropriate protection measures like raising wind breakers of appropriate height on all sides of the plot/area using CGI sheets or plastic and / or other similar material to ensure that no construction material dust fly outside the plot area.
- xviii. The paving of the path for plying of vehicles carrying construction material is more permanent solution to dust control and suitable for longer duration projects. The EPC Contractor shall carry out cost benefit ratio analysis of the same. Based on the benefit ratio analysis, the EPC Contractor shall include the item of paving of path in schedule of item which can be utilized as a permanent path for UPPWD after construction of project.
- xix. It shall be ensured that C& D waste is transported from the site in after keeping due record on behalf of Engineer-in-charge. The C& D waste shall only be dumped at sites declared as Dumping ground and having arrangements for recycling of C& D waste by local administration.
- xx. If any violation of orders of MoEF including guidelines of State Government, SPCB or any officer of any department shall lead to stoppage of work for which Contractor shall be responsible and no hindrance shall be accounted in this regard.

1.9.1. Intellectual Property Rights and Royalties

- i. Insofar as the patent, copyright or other intellectual property rights in any Plant, Design Data, plans, calculations, drawings, documents, Materials, know-how and information relating to the Works shall be vested in the Contractor, the Contractor shall grant to the Engineer-in-Charge or there successors and assignees a royalty-free, non-exclusive and irrevocable license (carrying the right to grant sub-licenses) to use and reproduce any of the works, designs or inventions incorporated and referred to in such Plant,

documents or Materials and any such know-how and information for all purposes relating to the Works (including without limitation the design, manufacture, installation, reconstruction, Testing, commissioning, completion, reinstatement, extension, repair and operation of the Works).

- ii. If any patent, registered design or software is developed by the Contractor specifically for the Works, the title thereto shall vest in the Employer and the Contractor shall grant to the Employer a non-exclusive irrevocable and royalty-free license (carrying the right to grant sub-license) to use, repair, copy, modify, enhance, adapt and translate in any form such Software for his own use.
- iii. If the Contractor uses proprietary software for the purpose of storing or utilizing records the Contractor shall obtain at his own expense the grant of a license or sub-license to use such software in favour of the Employer and shall pay such license fee or other payment as the grantor of such license may require provided that the use of such software under the license may be restricted to use relating to the design, construction, reconstruction, manufacture, completion, reinstatement, extension, repair and operation of the Works or any part thereof.
- iv. The Contractor's permission referred to above shall be given, inter alia, to enable the Employer to disclose (under conditions of confidentiality satisfactory to the Contractor) programmes and documentation for a third party to undertake the performance of services for the Employer in respect of such programmes and documentation.
- v. Any software is developed under the Contract or used by the Contractor for the purposes of storing or utilizing records over which the Contractor or a third party holds title or other rights, the Contractor shall permit or obtain for the Employer (as the case may require) the right to use and apply that Software free of additional charge (together with any modifications, improvements and developments thereof) for the purpose of the design, manufacture, installation, reconstruction, testing, commissioning, completion, reinstatement, extension, repair, modification or operation of the Works, or any part thereof, or for the purpose of any Dispute.
- vi. The Employer reserves the right to use other Software on or in connection with the Works.

1.10. Obtaining Information's related to Execution of work:

No claim by the Contractor for additional payment will be entertained which in consequent upon failure on his part to obtain correct information as to any matter affecting the execution of the works, nor will any misunderstandings or the obtaining of incorrect information or the failure to obtain information relieve him from any risks or from the entire responsibility for the fulfillment of the contract.

1.11. Examination of Work before covering up:

- (a) RFI (Request for Inspection) system shall be followed at site. The RFI shall be raised to the Engineer-in-Charge or on his behalf to the PMC/Authority Engineer. No part of the works shall be covered up or put out of view without the written RFI approval by Engineer-in-Charge or on behalf by PMC/Authority Engineer. The contractor shall give due notice to the Engineer-in-charge whenever any such work is or ready or about to be ready for examination and the Engineer-in-charge shall, examine and measure any work before it is covered up or put out of view and to examine foundations before further work is placed thereon.
- (b) Uncovering and making openings

The contractor shall uncover any part or parts of the works or make openings in or through the same as the Engineer-in-charge may direct from time to time and shall reinstate and make good such part or parts to the satisfaction of the Engineer-in-charge at his own cost.

1.12. Miscellaneous:**(a.)Tax Deduction at Source**

All Taxes and surcharge as applicable on date shall be deducted from the amount due to the Contractor towards the value of the work done. TDS certificate thereof shall be issued to the Contractor.

(b.)By-Laws of Statutory Authorities

The Contractor and his labour shall not violate municipal /sanitation /health or any other byelaws.

(c.)Delay in starting the work

No compensation shall be allowed for any delay caused in the starting of the work on account of acquisition of land, encroachment or in the case of clearance of works, on account of any delay in according sanction to estimates in issue of drawings, decisions etcetera. However, the extension of time shall be granted as per relevant conditions of Contract. A hindrance register shall have to be maintained at the site, duly issued by Engineer-in-Charge mentioning the detailed reasons thereof. The hinderance shall be recorded by the Contractor/PMC/Authority Engineer/PWD & shall be responded by other agency as recorded & seen. When the hinderance is over the same shall also be recorded by the responding agency & accepted by other party too.

(d.)Site instruction book

For the purpose of quick communication between, Engineer-in-charge, PMC/Authority Engineer and the Contractor or his representative, site instruction book shall be maintained at site as described below:

Any communication, relating the works may be conveyed through instructions in the site instruction book. Such a communication from Engineer-in-charge, PMC/Authority Engineer to the Contractor shall be deemed to have been adequately served in terms of the contract once the entries are made and signed by the authorized representative of the contractor. For this purpose, the contractor should authorize one of his employees on the site itself. Site instruction book shall have machine numbered pages and shall be carefully maintained and remain under custody of Engineer-in-charge. The contractor can also avail of the site instructions book for urgent communication with Engineer-in-charge. Any instruction which Engineer-in-charge or on behalf by PMC/Authority Engineer may like to issue to the Contractor may be recorded by the Engineer-in-charge or on his behalf by PMC/Authority Engineer in site instruction book.

(e.)Signage

The Contractor shall provide at his own cost, sign board(s) at directed location(s) having overall size preferably 2 metres by 4 metres, or any other size, indicating name of the project, and a three-D view of the project as well as the name of the Contractor, PMC/Authority Engineer & UPPWD with addresses, cost of the Project, date of start & completion, as approved by Engineer-In-Charge. The signboard should be illuminated during night.

(f.) No idling charges or compensation shall be paid for idling of the contractor's labour, staff or P&M etcetera on any ground or due to any reason whatsoever.

(g.) The Contractor shall mobilize and employ sufficient resources for completion of all the works within the stipulated time period as per agreement and as indicated in the approved Bar Chart/ Network. No additional payment will be made to the contractor for any multiple shift work or other incentive methods contemplated by him in his work schedule even though the time schedule is approved by Engineer-in-charge.

2. Contract Price and Payments

2.1 The Bidder shall quote their rates in the prescribed format as per "Vol. 7- FINANCIAL Bid" of the tender documents. The quoted rates shall be inclusive of all costs towards site visits, planning, designing, site surveys, soil investigations all material, labour, plant and machinery,

tools and tackles, batching plant etcetera including water & electricity, overhead charges, all taxes (**excluding GST**), duties, levies statutory charges / levies applicable from time to time and others as specified etcetera, incidental works and all other charges for items contingent to the work, such as, packing, forwarding, insurance, freight and delivery at Site, watch and ward of all materials & successful installation, testing & commissioning at site etcetera, including handing over of the works to the Administrative department during the DLP period etcetera complete as per Scope of Work. The quoted rates shall also include cost of all other inputs required in the execution of the item, all taxes and duties including Goods & Services Tax. The fee paid by the contractor for obtaining various statutory approvals shall be reimbursed to him after submission of payment receipts and other relevant documents by the contractor.

- i. Rates quoted shall be firm and shall not be subject to any price variations except as specifically provided in the contract.
 - ii. Unless otherwise specified the rates tendered by the contractor shall be all inclusive and shall apply to all shapes, heights, lifts, leads and depth of the building and nothing extra shall be payable to him on any account.
 - iii. Royalty, whenever payable, shall be borne by the contractor on the boulders, metal, shingle, sand and bajri etcetera, or any other materials collected by him for the work direct to the revenue authority of the District / State Government concerned and nothing extra shall be payable on this account.
 - iv. The words “as specified”, “as described”, “as shown”, “as directed”, or “as approved”, shall mean as described in the specifications, Schedule of Quantities and other Contract documents as shown on the drawings or as directed by Engineer-in-Charge.
- 2.2 The payments shall be made on the area basis w.r.t each building. The area for purposes of payment shall be the plinth area actually constructed. In order to ensure the adoption of a uniform method of working out Plinth Areas from plans, guidelines conforming to IS 3861-2002 will be applicable.
- 2.3 All running / intermediate & final payments shall be made to the contractor in accordance with the following schedule and on pro-rata basis:

Schedule of Payment

Note: - The Payment schedule given below is tentative. It shall be reviewed as per site specific conditions & as per final design requirements of EPC Project, as agreed up on by Employer on recommendation of PMC/Authority Engineer.

Payment Schedule: The Amount quoted by Contractor shall be derived as follows:

Payment Schedule of Work			
S. No.	Particulars/Component	Value %	Annexure No. for Details

2.4. Submission of bill Statement for Works

- a.** The UPPWD shall make interim payments to the Contractor as certified by the PMC/Authority Engineer on completion of a stage, as specified and valued in accordance with the proportion of the Contract Price assigned to each item and its stage in Volume -7 of the Contract Document.
- b.** The interim payment shall be made on “Pro rata basis” and shall be worked out on the percentage of work done out of total scope of work under their activity/item.
- c.** The Contractor shall base its claim for interim payment for completed till the end of the month for which the payment is claimed, valued in accordance with the above sub-Clause, supported with necessary particulars and documents in accordance with this Agreement.
- d.** The proportion assigned to an item will apply only to the Contract Price stated in this Agreement. It shall not apply to any additions or reductions to the Contract Price arising from the issue of any Order for Change of Scope.
- e.** The Contractor shall submit interim RA bill, within the time stipulated as per General Conditions of Contract to the PMC/Authority Engineer by the Engineer-In-Charge in the form as directed, showing the amount calculated to which the Contractor considers himself entitled for completed Works. The interim RA bill shall be accompanied with the required supporting documents.
- f.** The Contractor should submit a compliance certificate, as per Appendix A attached to GCC, in every bill as per provisions of the EPF and ESI Act as amended from time to time.

2.2. Production of Records

- a.** The Contractor shall, whenever required by the Engineer-in-Charge, produce or cause to be produced for examination by the Engineer, any quotation, invoice, cost or other account books, vouchers, receipts, letters, memoranda or any copy of or extract from any such documents and also furnish information and returns, as may be required, relating to the execution of this Contract or relevant for verifying or ascertaining the cost of execution of this Contract or ascertaining the Materials supplied by the Contractor are in accordance with the Specifications laid down in the Contract. The Engineer’s decision on the question of relevancy of any documents, information or returns shall be final and binding on the parties.
- b.** If any part or item of the work is allowed to be carried out by a subcontractor, assignee or any subsidiary or allied firm, the Engineer shall have power to secure the books of such sub-Contractor, assignee or any subsidiary or allied firm through the Contractor, and shall have power to examine and inspect the same. The above obligations are without prejudice to the obligations of the Contractor under any statute, rules or order.

3. Site Management

- 3.1.** The contractor may construct temporary office, storage, accommodation and labour huts within the site premises where the space is available at site. In case, where surplus land is not available within the site and/or not permitted by the Employer, the contractor shall arrange the land for temporary office, storage, accommodation and labour huts at his own cost and is responsible for taking the clearance of local authorities, if required, for setting up / construction for labour camp and same is deemed to be included in the rates quoted by the contractor for the works. The contractor shall check the availability of land before tendering and no claim whatsoever in this regard shall be entertained. The contractor

shall ensure that the area of labour huts is kept clean and sanitary conditions are maintained as laid down by the local authorities controlling the area. The land for the above purposes shall be so placed that it does not hinder the progress of work or access to the worksite. The vacant possession of the land used, for the purpose shall be given back by contractor after completion of the work.

3.2. Contractor's Working Area

Suitable working space will be provided by the Contractor to the Engineer-in- Charge & PMC/Authority Engineer as per site conditions and availability. The Contractor may have to carry out some cutting / filling work for making this area workable. The cost of all such Works shall be deemed to have been included in the contract price quoted for the Works and no payment shall be made on this account.

Before commencement of the work, the Contractor shall obtain approval of the Engineer-in charge for the location of cement godown, steel stacking and fabrication yard, site office and shall from time to time take instructions from the Engineer – in- charge regarding collection and stacking of materials at the site. No excavated earth or building material shall be stacked on areas where other buildings, roads, services or compound wall or any other structure are to be constructed.

3.3. Site Office:

- a. The Contractor shall construct/provide one site office (semi-permanent structure) for use by Engineer-in-charge & his subordinate staff i.e. PMC/Authority Engineer and his staff consisting of 2 rooms with toilet and one conference Room (30-seater) with toilet having area not less than 350 Sqm for PMC/ Employer officers & staff. The location and plan shall be got approved from Engineer-in-Charge. Specification for the site office shall be suitable and matching for running an office which shall be got approved from Engineer-in-charge. The Contractor shall provide a typical plan of site office & conference room (having light fixtures, wiring &, AC etcetera) with specification within 15 days of award of work. The site office shall have a sample room, A.C conference room, staff rooms along with toilets & pantry with file storage facility, computers (8 Nos.), Broad band (2 Nos.) and printers (2 Nos.) with their consumables, a telephone, licensed version Primavera software, Auto-CAD etcetera All running cost & charges for office including Electricity bill, water supply bills, RO/drinking water bills etcetera shall be borne by the Contractor. The Contractor shall provide the following furniture (new) for use of PMC/Authority Engineer & UPPWD officers & staff at site office.

S. No.	Articles	Quantity
1.		
2.		
3.		
4.		
5.		
6.		
7.		

- b. IP based Video Surveillance System shall also be provided for surveillance of different locations of project site & site office. In the surveillance system, the cameras shall be provided at different locations of the project site so that the output is available at the Corporate/Regional office of Employer. The system shall be able to work on both wired as well as wireless network. The recording shall be preferably stored for at least 30 days.

Along with video surveillance system, video conference facility, complete in all respects with necessary required equipment and software shall be provided at site office for frequent/periodical interaction between project site office and Corporate /Regional office of Employer / PMC/Authority Engineer.

- c. Electricity & drinking water shall also be provided by the contractor free of cost for such period.

3.4. Contractor's Temporary Structures

- i. The Contractor may, at his own expense and subject to the approval of the Engineer-in-charge and statutory authorities, as required, construct temporary structures for its site office, stores; Workshop etcetera in the working area allocated to him as above and remove the same on completion of Works. The Contractor shall furnish such details of his Temporary Works as may be called for by the Engineer-in-charge and the Contractor shall satisfy the Engineer-in-charge as to their structural safety. The Contractor shall be solely responsible for the stability and structural safety of all temporary works including obtaining statutory approvals and payment of statutory fees, if any. Should it be necessary to shift the temporary works to some other place during the execution of the works, the Contractor shall do so, at his own cost.

ii. Initial and Final Clearance of site for temporary works:

The Contractor shall be responsible for the clearance of the site of all scrub, debris, rubbish, etcetera to be removed off site to a location to be provided by the contractor and approved by the Engineer- in-charge. However, no trees shall be removed without the prior permission of the Engineer-in-charge. The structures, services and works required to be demolished and removed shall also be removed off site to a location as mentioned above. The Contractor shall obtain necessary permissions and approvals from the local authorities for such disposals. The demolition shall include digging, excavating and removal of substructures, foundations and buried works. The cost of all this shall be borne by the Contractor.

The above is applicable for all site offices, labour camps, and godowns etcetera, which are not required after the work is completed.

iii. Storage, Cleaning and Dewatering

The Contractor shall at all the times during construction keep the Site clean and free from all debris and unwanted materials on a daily basis as per instructions of the Engineer-in-charge.

Storage of materials shall be in an organized manner and in proper compartments as directed by the Engineer - in- Charge. Storage on suspended floors shall not be permitted unless specifically approved in writing by the Engineer-in-charge for specific materials in specific locations and in approved manner. The Engineer-in-charge shall be furnished with load details, if requested, before seeking approval for storage.

Regular cleaning operations shall be undertaken to remove all dust, debris, waste materials etcetera A cleaning schedule shall be maintained.

The Contractor shall make his own arrangement for storage of those materials, which can be accommodated at site. Contractor shall be fully responsible for safe custody of the same. Materials shall be considered as “Delivered at Site” only after the physical presence of materials at site are verified by the Engineer-in-charge. Storage of materials / equipment elsewhere shall not be considered as “Delivered at Site.”

The Contractor shall be responsible to keep entire site free from water due to water coming from any source at any level and shall protect all materials and works from being

damaged by the water from any source. Contractor shall make proper arrangements for drainage prior to use of water for curing, testing, cleaning etcetera

Any expenditure incurred by the Contractor in fulfillment of his obligations under this sub-clause shall be deemed to have been included in the financial Bid and subsequent contract.

- iv. The security deposit of the contractor shall be released only after contractor demolishes all structures including foundations and gives back clear vacant possession of this land.

3.5. Care of Works

From the commencement to the certified completion of the whole of works, the contractor shall be responsible for the care, safety and maintenance of the works executed under the contract thereof and of all temporary works. In case of any damage/ loss or injury shall happen to the works or to any part thereof or to any temporary works from any cause whatsoever save and except the expected risks, the contractor shall at his own cost repair and make good the same, so that on completion the works shall be in good order and condition in conformity to every respect with the requirements of the contract. The contractor shall also be liable for any damage to the works occasioned by him including his subcontractors in the course of any operations carried out by him for the purpose of completing any outstanding work and complying with his obligations under the Contract. In case of failure on the part of the contractor the damage/ loss/ injury shall be made good by the Employer at the risk and cost of the contractor.

3.6. Safety in Construction

The contractor shall adhere to the safety, health & environmental guidelines as prescribed in the tender document. The contractor shall employ only such methods of construction, tools and plant as are appropriate for the type of work or as approved by Engineer-in-Charge in writing.

The contractor shall take all precautions and measures to ensure safety of works and workmen and shall be fully responsible for the same. Safety pertaining to construction works such as excavation, centering and shuttering, trenching, blasting, demolition, electric connections, scaffolds, ladders, working platforms, gangway, mixing of bituminous materials, electric and gas welding, use of hoisting and construction machinery shall be governed by the Safety code, relevant safety codes and the direction of Engineer-in-Charge

The Contractor shall be fully responsible for the adequacy, stability and safety of all site operations and methods of construction, the contractor shall ensure that all safety norms are followed as per contractual and other statutory requirements.

3.7. Contractor's Labour Camp

The Contractor shall make arrangements at his own expense for labour camp / accommodation for labour and staff to be employed for execution of the work and their conveyance to Site. Proper ID Cards shall be got approved /authorized by the contractor from the Engineer-in-charge to authorize the Contractor's staff and workers to enter the Site.

3.8. Mobilization of Resources:

Contractor shall not mobilize his resources in terms of materials, machinery, tools & plants, facilities required to implement the project and shall not pay any advances to any party unless he receives letter of Award from Employer or Employer's representative. Contractor shall himself be responsible for such cost incurred without receipt of notice to proceed and no such claim of contractor shall be entertained by the Employer.

3.9. Water Supply & Power Supply

The Contractor shall make his own arrangement for water supply at Site for drinking as well as construction purposes & Power Supply at his own cost. Non- availability of power supply and /or water from whatever source shall not entail any additional claims or extension of Contract period in this account.

3.10. Watch & Ward and Lighting

The Contractor shall throughout the execution and completion of the Works and the remedying of the site and the Works and the remedying of any defects therein have full regard for the safety of all persons entitled to be on the site and keep the site and the Works in an orderly state to avoid any accident or danger and provide safety measures, lights, guards, fencing and barricades where ever necessary or required by the Engineer-in-charge, or by any duly constituted authority, for the execution and for the protection of the Work, and/or for the safety and convenience of the public or others and take all reasonable steps to protect the environment on and off the site and to avoid damage or nuisance to person or property of the public or others resulting from pollution, noise and other causes etcetera at his own cost.

3.11. Temporary Barricading

The Contractor shall at his own expense, erect and maintain in good condition temporary barricades all around the working area as per directions of the Engineer-in-charge. The barricading shall be as required or at least 3 meter high approx., whichever is higher. The specifications of barricading shall be got approved from Engineer-in-charge.

a. The contractor shall make, till completion of the project arrangements for/of:

- i. Proper pumping for removing water from the basement or elsewhere at site.
- ii. Proper security, safety, transportation, manpower, lighting arrangement for execution of works at night.
- iii. Tower crane, batching plant and other plants & machinery, tools and tackles required for timely execution of work.
- iv. Proper barricading around site so that surrounding area is made free from disturbances.
- v. Diversion of underground services with the approval of Engineer-in- charge.

b. Restriction in work areas.

- (a). The contractor must see the site of the work, its approaches carefully before tendering, No claim of any sort shall be entertained on account of any site conditions. If any approach from main road is required or existing approach is to be improved and maintained, for cartage and materials by the contractor, the same shall be done by the contractor his own cost.
- (b). No Entry/exit/roads other than specified by the Engineer-in-charge for purpose of construction activities will be allowed to be used for construction activity purposes or movement of trucks/lorries/load- carriers and nothing extra/ delay whatsoever will be accounted for on this part.
- (c). The Contractor shall take all necessary precautions to prevent any nuisance or inconvenience to the owners, tenants or occupiers of adjacent properties and to the public in general and to prevent any damage to such properties and any pollution of smoke, streams and water-ways. He shall make good at his cost and to the satisfaction of the Engineer-in-Charge, any damage to roads, paths, cross drainage works or public or

private property whatsoever caused thereon by the Contractor. All waste or superfluous materials shall be removed by the Contractor without any reservation entirely to the satisfaction of the Engineer-in- Charge.

- (d). In the event of any restrictions being imposed by the Security agency, Employer, Traffic or any other authority having jurisdiction in the area on the working or movement of labour /material, the Contractor shall strictly follow such restrictions and nothing extra shall be payable to the Contractor on this account.
- (e). In case the contractor is not permitted to erect the huts for labour at the site of work, the contractor will have to make his own arrangement to provide such accommodation elsewhere and nothing extra shall be paid on this account.
- (f). The contractor shall obtain approval of the PMC/Authority Engineer/Engineer-in-Charge to erect the hutments for labour etcetera at the site of work; denial of approval shall not affect the construction activities.
- (g). The contractor shall take all precautions to avoid accidents by exhibiting necessary caution boards such as day and night boards, speed limit boards, red lights and providing barriers. He shall be responsible for all damages and accidents caused due to negligence on his part. No hindrance shall be caused to traffic during the execution of the work.

c. Site Data

- (a). The Contractor, with the Tender documents, has been made available such relevant data in UPPWD's possession on hydrological and sub-surface conditions. The accuracy or reliability of the data/studies/reports and of any other information supplied at any time by the UPPWD is not warranted with respect to the viability of his design and execution of Works and the Contractor shall be responsible for interpreting all such data. The Contractor shall conduct further investigations considered necessary by him at his own cost and any error, discrepancies if found in UPPWD's data at any stage will not constitute ground for any claim for extra time and costs.
- (b). The Contractor shall be deemed to have obtained all necessary information as to risks, contingencies and other circumstances which may influence or affect the Tender or Works.
- (c). The Contractor shall also be deemed to have inspected and examined the Site, its surroundings, the above data and other available information with respect to the viability of his design and execution of Works and to have satisfied himself before submitting the Tender, as to all the relevant matters including without limitation:
 - i. the form and nature of the Site, type of soil including the sub-surface conditions;
 - ii. the hydrological and climatic conditions;
 - iii. the extent and nature of the work, Plant, and Materials necessary for the execution and completion of the Works and the remedying of any defects.
 - iv. the applicable laws, procedures and labour practices
 - v. The Contractor's requirement for access, accommodation, facilities, personnel, power, transport and other services.
 - vi. the risk of injury or damage to property adjacent to the Site and to the occupiers of such property or any other risk.

d. Access Route

The Contractor shall be deemed to have satisfied himself as to the suitability and availability of the access routes he chooses to use. The Contractor shall (as between the parties) be

responsible for the maintenance of access routes. The Contractor shall provide at his cost signs or directions, which he may consider necessary or as instructed by Engineer for the guidance of his staff, labour and others. The Contractor shall obtain any permission concessions and related easement right that may be required from the relevant authorities for the use of such routes, signs and directions.

The Employer will not be responsible for any claims which may arise from the use or otherwise of any access route. The Employer does not guarantee the suitability or availability of any particular access route, and will not entertain any claim for any non-suitability or non-availability for continuous use during construction of any such route.

- e. The Contractor shall pay all traffic surcharges and other royalties, licence fees, rent and other payments or compensation, if any, for getting stone, sand, gravel, clay or other materials, machine, process, systems, work methods, or Contractor's Equipment required for the Works.
- f. Traffic regulation and safety measures by the Contractor
 - i. The Contractor shall take all the required measures and make arrangements for the safety of other inhabitants during the construction of the Project or a Section thereof in accordance with the provisions of Specifications as applicable.

It shall provide, erect and maintain all such barricades, signs, markings, flags, and lights as may be required by Good Industry Practice for the safety of the traffic passing through the Section under construction or maintenance.

- ii. All works shall be carried out in a manner creating least interference to traffic passing through the Project Site or a Section thereof. In stretches where construction or maintenance works on the carriageway are taken up, the Contractor shall ensure that proper passage is provided for the traffic. Where it is not possible or safe to allow traffic on part width of the carriageway, a temporary diversion of proper specifications shall be constructed by the Contractor at its own cost. The Contractor shall take prior approval of the Engineer for any proposed arrangement for traffic regulation during Construction and Maintenance, which approval shall be granted promptly and reasonably.

4. Employment of Personnel

Notwithstanding the provisions in the General Condition of the Contract, the contractor shall preferably employ Indian Nationals as his representatives, servants and workmen after verifying their antecedents and loyalty. He shall ensure that no personnel of doubtful antecedents and any other nationality in any way is associated with the works.

- a. The Contractor shall ensure his presence at site all times during working hours throughout the course of the Contract or depute a Competent representative who shall be empowered to receive instructions from the Engineer-in-Charge in respect of all matters likely to arise in connection with the execution & coordination of the works at the site.
- b. Unless the Contractor's Representative is named in the Contract, the Contractor shall, within 7 days of issue of LOA, submit to the Employer for consent the name and particulars of the person the Contractor proposes to appoint. The Contractor shall not revoke the appointment of the Contractor's Representative without the prior information to the Engineer-in-charge. The Contractor's Representative so nominated shall have full authority to act on behalf of the Contractor. The Contractor's Representative shall give his whole time to directing the preparation of the Construction and/or Manufacture Documents and the execution of the Works. The Contractor's Representative shall receive (on behalf of the Contractor) all notices, instructions, consents, no objection certificate approvals, certificates, determinations and other communications under the Contract. Whenever the Contractor's Representative is to be absent from the Site, a suitable

replacement person shall be appointed, with prior consent of Engineer-in-charge. Failure on part of the Contractor to comply with these provisions shall constitute a breach of Contract leading to action under Clause 3 of General Condition of Contract.

- c. The contractor should submit curriculum vitae (CV) of the key personnel proposed to be deployed at site as per Schedule “F” of GCC for supervision and execution of work.

A list of all technical and key personal staffs must be submitted to the Engineer-in-Charge with their area of work / responsibility with verified signature and the link persons to receive the instructions at site (in case the main person was not found at site) during the inspection by representative of Engineer-in-charge. Any staff of contractor found incapable/unsuitable to execute the assigned work shall be replaced by the Contractor if desired by the Engineer-in-Charge.

The Contractor shall ensure that the personnel engaged by it in the performance of its obligations under this Contract are at all times appropriately qualified, skilled and experienced in their respective functions.

The contractor under normal circumstances would not be allowed to replace the key personnel during the execution of the contract. However, for any reasons, due to unavoidable circumstances if it becomes necessary in the interest of the project to replace any one / all the above key personnel the contractor must submit the CV of the new personnel (having qualifications and experience as per requirement of the contract) to Engineer-in-Charge for their approval.

- d. The Contractor's Representative may delegate any of his powers, functions and authorities to any competent person, and may at any time revoke any such delegation. Any such delegation or revocation shall be in writing and shall not take effect until the Engineer-in-charge has given prior consent thereto. The Contractor's Representative and such persons shall be fluent in the language of day-to-day communication and the Contractor shall be bound by and fully liable for the acts or omissions of the Contractor's Representatives or any of his employees and/or delegates, agents or nominees.
- e. In case Engineer-in-Charge/ Employer/Employer's representative observes misconduct negligence or incompetence etcetera on the part of any representative, agent, servant and workmen or employees etcetera of the contractor, the Employer shall have full power and without giving any reason to the contractor, instruct the contractor to remove such engineer / staff / worker from site and provide suitable replacements. The decision of the Engineer-in-charge shall be final and binding on the contractor. The contractor shall not be allowed any compensation on this account.
- f. Contractor's Authorized Representative shall take joint measurements and sign the measurement books / bills. Any direction, explanations, instructions or notices given by the Engineer-in-charge to such representative shall be held to be given to the Contractor. In case of absence of said Representative other alternative representative should also be mentioned having same responsibilities.
- g. No unauthorized persons shall be allowed on the site. The contractor shall provide complete security arrangement for the campus during construction to avoid trespassing. The Contractor shall ensure all such persons are kept out and shall take steps to prevent trespassing. However, the contractor will make sure to provide free access at any time for Engineer-in-charge to the site and other working places.
- h. In case the Contractor is required to employ foreign nationals for execution of work, then the employment of foreign personnel by the Contractor and/or its Sub-contractors and their sub. Contractors shall be subject to grant of requisite regulatory permits and approvals including employment/residential visas and work permits, if any required, and the obligation to apply for and obtain the same shall and will always be of the Contractor.

Notwithstanding anything to the contrary contained in this Contract, refusal of or inability to obtain any such permits and approvals by the Contractor or any of its Sub-contractors or their sub-contractors shall not constitute Force Majeure Event, and shall not in any manner excuse the Contractor from the performance and discharge of its obligations and liabilities under this Contract.

5. Safety, Health and Environment

Over and above the provisions made in Safety Code (part of General Conditions of Contract) the following will also be applicable:

5.1. In respect of all workmen directly or indirectly employed in the work for the performance of the contractor's part of this agreement, the contractor shall at his expense arrange for the safety provisions as per Indian Standard Safety codes shown below and shall at his own expense provide for all facilities in connection there with. In case the contractor fails to make arrangement and provide necessary facilities, he shall be liable to pay compensations prescribed under Workmen Compensation Act 1923 as amended from time to time for each default and in addition the Engineer-in-charge shall be at liberty to make arrangement and provide facilities as aforesaid and recover the cost incurred on that behalf from the contractor, and no claims what so ever shall be pertained.

5.2. Details regarding some special provisions to be followed by contractor are as follows:

a. Usage of quality Personal Protection Equipment's (PPEs) through approved vendors. PPEs would include amongst others the following items:

- i. Safety Helmets.
- ii. Hearing Protection.
- iii. Respiratory Protection.
- iv. Eye Protection.
- v. Protective Gloves.
- vi. Safety Footwear.
- vii. High Visibility Clothing (Jacket) with approved Logo

All the items should be got approved before issued to the use in the work. The contractor shall provide all the PPE (Personnel Protective Equipment) and safety appliances required to carry out the job to all the workmen deployed by the contractor and also ensure that his workmen use those PPE and safety appliances while on the job. The contractor shall not pay any cash amount in lieu of PPE to the workers/sub-contractors and expect them to buy and use during work. If the contractor fails to ensure provision of safety appliances and its workmen do not use the PPE and safety appliances as needed for safe working, the owner may ask the contractor to stop the work and comply with safety requirements first. The contractor shall at all time maintain a minimum of 10% spare PPEs and safety appliances and properly record and show to the Engineer-in-Charge during the inspections. Failing to do so shall invite appropriate compensations as per the provisions of under Workmen's Compensation Act 1923 as amended from time to time.

It is always the duty of the contractor to provide required PPEs for all visitors. Towards this required quantity of PPEs shall be kept always at the security post.

b. Colour coding for helmets

Safety Helmet Color Code (Every Helmet should have the LOGO affixed/painted)	Person to use
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White	Employer /Engineer-in-Charge staffs, All Designers, Architect, Consultants, etcetera
Violet	Contractor (Engineers / Supervisors)
Blue	All Sub-contractors (Engineers / Supervisors)
Red	Electricians (Both Contractor and Sub-contractor)
Green	Safety Professionals (Both Contractor and Sub-contractor)
Orange	Security Guards / Traffic marshals
Yellow	All workmen
White (with "VISITOR" sticker)	Visitors

- i) Logo shall have its outer dimension 2"X2" and shall be conspicuous.
- ii) Logo shall be either painted or affixed.
- iii) No words shall come either on Top / Bottom of Logo.

c. Working at Heights

Contractor shall ensure that work at height is properly planned for any emergencies and rescue appropriately supervised, and carried out in a manner, which is reasonably practicable safe. Contractor shall ensure that work at height is carried out only when the weather conditions do not jeopardize the health or safety of persons involved in the work. Guardrail, Toe-board, Barrier or similar collective means of protection shall be of sufficient dimensions, of sufficient strength and rigidity for the purposes for which they are being used, and otherwise suitable.

Working Platform shall be of sufficient dimensions to permit the safe passage of persons and the safe use of any plant or materials required to be used and to provide a safe working area-having regard to the work being carried out there. Possess a suitable surface and, in particular, be so constructed that the surface of the working platform has no gap through which a person, material or object could fall and injure a person. A working platform and any supporting structure shall not be loaded so as to give rise to a risk of collapse or to any deformation, which could affect its safe use. Strength and stability calculations for scaffolding shall be carried out by the contractor. The dimensions form and layout of scaffolding decks shall be appropriate to the nature of the work to be performed and suitable for the loads to be carried and permit work and passage in safety.

A personal fall protection system designed for use with an anchor shall be securely attached to at least one anchor, and each anchor and the means of attachment thereto shall be suitable and of sufficient strength and stability for the purpose of supporting any foreseeable loading. Suitable and sufficient steps shall be taken to prevent any person falling or slipping from a personal fall protection system. Any other steps in the opinion of engineer-in-charge suggested will also be taken in Protection system

Only metal ladders shall be allowed. Any surface upon which a ladder rests shall be stable, firm, of sufficient strength and of suitable composition safely to support the ladder so that its rungs or steps remain horizontal, and any loading intended to be placed on it. A ladder shall be so positioned as to ensure its stability during use. A suspended ladder shall be attached in a secure manner and so that, with the exception of a flexible ladder, it cannot be displaced and swinging is prevented. No interlocking or extension ladder shall be used unless its sections are prevented from moving relative to each other while in use.

d. Lifting appliances and gears.

The contractor shall maintain a register for record of examinations and test details of all lifting appliances. This register should also contain a system of identification of all tools and tackles, its date of purchase, safe working load etcetera Contractors can utilize the services of any competent person as defined in Factories Act, 1948 and approved by Chief Inspector of Factories with the permission of the Engineer-in-Charge.

e. Automatic safe load indicators

Every lifting appliance and gear like cranes, hydras etcetera, if so constructed that the safe working load may be varied by raising or lowering of the jib or otherwise shall be attached with an automatic indicator of safe working loads approved by Bureau of Indian standards/ International certifying bodies which gives a warning to the operator and arrests further movements of the lifting parts.

f. Qualification of operator of lifting appliances and of signaler etcetera

The contractor shall not employ any person to drive or operate a lifting machine like crane, hydra etcetera whether driven by mechanical power or otherwise or to give signals to work as a operator of a rigger or derricks unless he is above twenty-one years of age and possesses a valid heavy transport vehicle driving license as per Motor Vehicle Act and Rules, is absolutely competent and reliable, possesses the knowledge of the inherent risks involved in the operation of lifting appliances by undergoing a formal training at any institution of national importance, is medically examined periodically.

6. Requirements for Planning & Design Capabilities

- 6.1.** For planning and design, the Bidder should have in- house design capacity to carryout comprehensive planning and design of this project as per requirements and the Bidder with his in-house design capacity should have satisfactorily completed planning & design of at least one similar completed by him with his in-house design capacity.
- 6.2.** In case, the Bidder does not have in house capacity to carryout comprehensive planning and design of this project, then the Bidder shall engage a Firm/ Consultant which shall provide the required comprehensive consultancy services for planning and design from commencement to completion of the project based on the Master plan & Concept designs and DBR provided to the Bidder as a part of Bidding documents. The criteria for engagement of such Firm/Consultant shall be asunder:
 - a.** The Firm/ Consultant which should be an Indian Consultancy firm and should have in-house design capabilities with minimum experience of 7 years in the field of Consultancy.
 - b.** The Firm / Consultant should have provided the consultancy services for the planning & design of at-least one similar completed work including finishing works, water supply and sanitary installations, electrical works, fire-fighting, LV works during the last 10 years ending the previous day to the last date of submission of tender.
 - c.** The Bidder shall within 7 days of award of work shall submit the details with the design capabilities along with documentary evidence of the Firm/Consultant proposed to be engaged by him and meeting the criteria as given in a & b above for approval by Engineer-In-Charge
 - d.** The approved Firm/Consultant shall be associated with the project from commencement till completion.
 - e.** Irrespective of the approval of Firm/Consultant as proposed by the Bidder and approved by Engineer-In-Charge, the entire responsibility for all coordination and providing the required design services is sole responsibility of the Contractor.
 - f.** The Contractor's in house design personnel or approved Firm/Consultant design personnel (in case of outside agency) inclusive of Architects, Structural, MEP,

Landscaping etcetera shall regularly visit the project site and other locations during execution of work for discussions, clarifications and attending various meetings with Engineer-in-Charge/ Employer wr.t the project and as per directions of Engineer-In-Charge.

6.3. Design and Construction

6.3.1. Obligations prior to commencement of Works

Within 7 (seven) days of the Commencement Date, the Contractor shall:

- (a) appoint its representative (the "Contractor's Representative") duly authorised to deal with the Engineer-in-Charge/ Employer in respect of all matters under or arising out of or relating to this Agreement;
- (b) appoint a design head (the "Design Head") who will head the Contractor's design units and shall be responsible for surveys, investigations, collection of data, and preparation of preliminary and detailed designs.
- (c) undertake and perform all such acts, deeds and things as may be necessary or required before commencement of Works under and in accordance with this Agreement including approval from Statutory Authorities, Applicable Laws and Applicable Permits; and
- (d) Make its own arrangements for procurement of materials needed for the Project under and in accordance with the Applicable Laws and Applicable Permits.

6.3.2. Project completion Schedule is set out in the contract document. Design shall be developed in conformity with the specifications and standards set forth in the contract document.

6.3.3. Engagement of Proof Checking Consultant

The Proof checking consultant for vetting/proof checking of structural designs shall be engaged by the Contractor and the same shall be from any Indian Institute of Technology/National Institute of Technology as approved by Employer for which the requisite request shall be submitted by the Contractor. The Contractor shall get the structural details / design & drawings proof checked from the approved proof checking consultant as per requirements and at his own cost. Nothing extra shall be payable to the contractor by Employer on this account.

6.3.4. The Contractor shall submit the designs and drawings, duly certified by the Proof Consultant, to the Engineer-in-Charge for review. Provided, however, that the contractor shall ensure and provide the Engineer-In-Charge additional drawings that may be required for its review in accordance with Good Industry Practice. The programme for submission of the design shall be finalized in consultation with the Engineer-In-Charge.

6.3.5. Considering the need for complying the specific acoustics parameters w.r.t project the Contractor shall arrange to comply with required acoustical parameters in designs and construction of various facilities in line with the provisions of the DBR and as per scope of work.

6.3.6. Considering the need for specific green building parameters and to obtain the required GRIHA Green Building Rating Certification w.r.t project the Contractor shall arrange to comply with required Green Building parameters in designs and construction of various facilities in line with the provisions of the DBR and as per scope of work.

6.3.7. Contractor's Warranty of Design

- (a) The Contractor shall be fully responsible, for the suitability, adequacy, integrity,

durability and practicality of the Contractor's proposal.

- (b) The Contractor warrants that the Works have been or will be designed, manufactured, installed and otherwise constructed and to the highest standards available using proven up-to-date good practice. By submitting the Drawings for review to the Engineer-in-charge, the Contractor shall be deemed to have represented that it has determined and verified that the design and engineering, including field construction criteria related thereto, are in conformity with the Scope of the Project, the Specifications and Standards and the Applicable Laws.
- (c) The Contractor warrants that the Contractor's Proposals meet the requirements and is fit for the purpose thereof. Where there is any inadequacy, insufficiency, impracticality or unsuitability in or of the Requirements or any part thereof, the Contractor's Proposal shall take into account, address or rectify such inadequacy, insufficiency, impracticality or unsuitability at Contractor's own cost.
- (d) The Contractor warrants that the Works will, when completed, comply with enactments and regulations relevant to the Works.
- (e) The Contractor warrants that the design of the Works and the manufacture of plant have taken or will have taken full account of the effects of the intended manufacturing and installation methods, Temporary Works and Contractor's Equipment.
- (f) The Contractor shall also provide a guarantee from the Designer for the design for suitability, adequacy, and practicality of design for Employer's Requirements.
- (g) The Contractor shall indemnify the Employer against any damage, expense, liability, loss or claim, which the UPPWD might incur, sustain or be subject to arising from any breach of the Contractor's design responsibility and/or warranty set out in this Clause.
- (h) The Contractor further specifies and is deemed to have checked and accepted full responsibility 'for the Contractor' s Proposal and warrants absolutely that the same meets the Employer's Requirements:

The Contractor shall be fully responsible for the Plants, Materials, goods, workmanship, preparing, developing and coordinating all design Works to enable that part of the Works to be constructed and/or to be fully operational in accordance with the Contract's requirements.

Apart from the Contractor, the above warranty shall also be applicable for his designer. This warranty shall be a part of his sub contract with the designer and should be made available at the time of signing of the Agreement.

No claim for additional payment or extension of time shall be entertained and/or no review and/or observation of the Engineer-In-Charge and/or its failure to review and/or convey its observations on any Drawings shall relieve the Contractor of its obligations and liabilities under this Agreement in any manner nor shall the Engineer or the Employer be liable for the same in any manner; and if errors, omissions, ambiguities, inconsistencies, inadequacies or other Defects are found in the Drawings, they and the construction works shall be corrected at the Contractor's cost, notwithstanding any review under this section.

6.3.8. In respect of the Contractor's obligations with respect to the design and Drawings of the Project as set forth in tender document, the following shall apply:

- (a) The contractor shall furnish design and drawings to Engineer-in-Charge/ PMC/Authority Engineer and in such sequence as is consistent with the Project Completion Schedule, required number of copies of all Drawings, to the Engineer-in-

Charge/ PMC/Authority Engineer for review;

- (b) Within 7 (seven) days of the receipt of the Drawings, the Engineer-in-charge shall review the same and convey its observations to the Contractor with particular reference to their conformity or otherwise with the Scope of the Project and the Specifications and Standards. The Contractor shall not be obliged to await the observations of the Engineer-in-Charge/ PMC/Authority Engineer on the Drawings submitted pursuant hereto beyond the said period of **21 (twenty-one) days** and may begin or continue Works at its own discretion and risk;
- (c) If the aforesaid observations of the Engineer-in-Charge/ PMC/Authority Engineer indicate that the Drawings are not in conformity with the Scope of the Project or the Specifications and Standards, such Drawings shall be revised by the Contractor and resubmitted to the PMC/Authority Engineer /Engineer-in-Charge for review within 7 days of receipt of communication from Engineer. The PMC/Authority Engineer/ Engineer-in-Charge shall give its observations, if any, within 7 (seven) days of receipt of the revised Drawings; and
- (d) the Contractor shall be responsible for delays in submitting the Drawing as set forth in Schedule-F caused by reason of delays in surveys and field investigations, and shall not be entitled to seek any relief in that regard from the Employer.

6.3.9. The Contractor's time and cost impacts of revisions arising from review by the PMC/Authority Engineer /Engineer-in-Charge of designs caused by the Contractor's non-compliance with the requirements of this Agreement shall be borne by the Contractor, unless there is a change in the Scope of the Works.

6.3.10. The Works shall be executed in accordance with the design reviewed by the PMC/Authority Engineer /Engineer-in-Charge, and shall not thereafter be amended or altered without the prior written approval of the PMC/Authority Engineer /Engineer-in-Charge. If PMC/Authority Engineer / Engineer-in-Charge becomes aware of an error or defect of a technical nature in the design that PMC/Authority Engineer /Engineer-in-Charge shall promptly give notice to the other Party of such error or defect. Such error or defect shall be rectified by the Contractor, without any cost to the PMC/Authority Engineer /Engineer-in-Charge.

7. Setting out of the Works

The contractor shall be responsible for the true and proper setting-out of the Works in relation to original points, lines and levels or reference issued by Engineer-in-charge in drawing or in writing and for the correctness, subject as above mentioned, of the position, levels, dimensions and alignment of all parts of works and for the provision of all necessary instruments, appliances and labour in connection therewith. If, at any time during the progress of the works, and during defects liability period, any error shall appear or arise in the position, levels, dimensions or alignment of any part of the Works, the Contractor, on being required to do by the Engineer-in-charge and/ or his authorized representative shall at his own cost, rectify such error to the satisfaction of the Engineer-in-charge. The checking of any setting out or of any line or level by the Engineer-in-charge not in any way relieve the Contractor of his responsibility for the correctness thereof. The Contractor shall carefully protect and preserve the benchmarks; sight-rails, pegs and other things used in setting-out the Works. Any rectification works required should be done by the Contractor at his own cost.

8. Quality of Materials & Equipment's, Workmanship and Test

8.1. All the materials used in the work shall be subjected to the mandatory tests as

prescribed in the specifications detailed in Schedule F of the General Conditions of Contract and other specifications referred to in the contract and workmanship shall be the best of the respective kinds described in the Contract and in accordance with the Engineer-in-charge's instructions and shall be subjected from time to time to such tests as the Engineer-in-charge may direct at the place of manufacture or fabrication or on the Site or at an approved testing laboratory. The source of supply and / or manufacturing within/ outside India may be inspected by the Engineer-in-charge or any representative as nominated by the Employer. All the expenditure towards travel, lodging, testing etcetera on this account is deemed to be included in the rate quoted.

The contractor shall upon the instruction of the Engineer-in-charge's representative furnish him with documentation to prove that the materials & goods comply with the requirements of contract and for requirement stated above. The Engineer-in-charge may issue instruction in regard to removal of material from site or any work, if these are not in accordance with the contract. The contractor shall provide such assistance, instruments, machinery, labour and materials as are required for examining, measuring, sampling, testing of material or part of work.

8.2. Audit Inspection/ Technical Examination/Third Party Inspection

The Employer / Engineer-In-Charge shall have the right to cause technical Audit Inspection by Audit team under Chief Technical Examiner etcetera Third Party Inspection of the works and the final bills of the contractor including all supporting vouchers, abstracts, etcetera to be made as per payments of the final bill. The Contractor shall provide all assistance and full access to site to carry out inspection and perform tests at site, to provide samples for testing in outside laboratories and to show site records and their records as asked for by the inspecting teams. Findings of such inspection shall be notified to contractor and contractor shall be bound to take remedial measures to the satisfaction of Engineer-in-charge. If as a result of such Technical Examination/Third Party Inspection, the sum is found to have been overpaid in respect of any work done by the contractor under the contract and found not to have been executed, the contractor shall be liable to refund the amount of over payment and it shall be lawful for the Employer / Engineer-in-charge to recover the same from the Security Deposit or Performance Security of the contractor or from any dues payable to the contractor. If it is found that the contractor was paid less than what was due to him under the contract in respect of any work executed by him under it, the amount of such under payment shall be duly paid.

In the case of any audit examination and recovery consequent on the same the contractor shall be given an opportunity to explain his case and the decision of the Employer / Engineer-in-charge shall be final. Payment on this account will be recovered from the contractor.

In the case of Technical Audit /Third Party Quality Assurance /Audit by an independent agency/ individual/firm/institute at any time, consequent upon which there is a recovery from the contractor, recovery shall be made with orders of the Employer / Engineer-in-charge whose decision shall be final.

8.3. Samples

- i.** The Employer will not supply any materials required for execution of the Works under this Contract. The Contractor must, therefore, make his own arrangements for timely procurement of various materials including steel and cement etcetera
- ii.** Prior to ordering any equipment/ material/ system, the Contractor shall submit to the Engineer-in-charge the catalogues, along with samples from approved list of

manufacturers. No material shall be procured without written approval of the Engineer-in-charge.

- iii. All samples of materials and /or items of works in adequate numbers, sizes, shades & pattern as per specifications shall be supplied free of charge by the contractor without any extra charge. All other expenditure required to be incurred like conveyance for taking the samples for testing at the laboratory, packing, etcetera, shall be borne by the contractor. If the test results do not conform to the specifications and standards laid down, the materials shall be rejected, the contractor shall remove such materials from site. The laboratory for testing of samples shall be decided by Employer /Engineer – in- charge, whose decision shall be final and binding.
- iv. Contractor shall submit Samples to the Engineer-in-charge for approval. If certain items proposed to be used are of such nature that samples cannot be presented or prepared at the site, detailed literature / test certificate of the same shall be provided to the satisfaction of the Engineer-in-charge. Each Sample will be identified clearly as to material, Supplier, pertinent data such as catalogue numbers and the use for which intended and otherwise as the Engineer-in-charge may require to review the submittals for the limited purposes required by paragraph (d) below. The numbers of each sample to be submitted will be as specified in the Specifications, or as shall be specified by the Engineer-in-charge.
- v. Submittal Procedures
 - a. Before submitting each Sample, Contractor shall have determined and verified all materials with respect to intended use, fabrication, shipping, handling, storage, assembling and installation pertaining to the performance of the Work and All information relative to Contractor's sole responsibilities in respect of means, methods, techniques, sequences and procedures of construction and safety precautions and programmes incident thereto.
 - b. Each submittal will bear a specific written indication that Contractor has satisfied Contractor's obligation under the Contract Documents with respect to Contractor's review and approval of that submittal.
 - c. At the time of each submission, contractor shall give the Engineer-in- charge specific written notice of such variations, if any; that the sample submitted may have from the requirements of the contract document. Such notice shall be separate from the submittal and in addition shall cause a specific notation to be made on each sample submitted for review and approval of each such variation

vi. Review and Approval:

- a. Sample shall be reviewed and approved only to determine if the items covered by the submittals will, after installation or incorporation in the work, conform to the information given in the contract documents and be compatible with the design concept of the completed project functioning as a whole as indicated by the contract documents, drawings.
- b. Review and approval will not extend to means, methods, techniques, sequences or procedures of construction. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions. Contractor shall make corrections required by Engineer-in-charge and shall submit as required new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for and by the Engineer- in-charge on previous submittals.
- c. Above referred review and approval of Samples shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Document unless

Contractor has in writing called the Engineer-in-charge attention to each such variation at the time of submission as specified above and received written approval of each such variation by specific written notation thereof incorporated in or accompanying the Sample approval; nor will any approval by Engineer- in-charge relieve Contractor from responsibility for complying with the requirements of contract.

- d. Only when the samples are approved in writing by the Engineer-in- charge, the contractor shall proceed with the procurement and installation of the particular material / equipment. The approved samples shall be signed by the Engineer-in-charge for identification and shall be kept on record at site office until the completion and acceptance of the work and shall be available at the site for inspection / comparison at any time. Samples approved shall be kept in the sample room till the complete ion of the work. The contractor shall keep with him a duplicate of such samples to enable him to process the matter.
- e. For items of works where the samples are to be made at the site, the same procedure shall be followed. All such samples shall be prepared at a place where it can be left undisturbed until the completion of the project.
- f. The Engineer-in-charge shall communicate his comments / approval to the Contractor to the samples at his earliest convenience. Any delay that might occur in approving of the samples for reasons of its not meeting with the specifications or other discrepancies, inadequacy in furnishing samples of appropriate quality from various manufacturers and such other aspects causing delay on the approval of the materials / equipment's etcetera, shall be ascribable to the account of the contractor. In this respect the decision of the Engineer-in-charge shall be the final.
- vii. On delivery of the supplies of materials / equipment's for permanent works at the site, the contractor shall specifically arrange to get the supply inspected by the Engineer-in-charge and compared with the approved sample and his specific approval obtained before using the same in the work.

viii. Cost of Tests

The cost of making any test shall be borne by the Contractor as intended by or provided for the Contract or as found necessary by the Engineer-in- charge for ascertaining whether the quality of materials intended to be used by the Contractor in the Works is acceptable, whether any finished or partially finished work is appropriate for the purposes for which it was intended to fulfill.

ix. Testing facilities

The Contractor shall, at his own cost, provide testing facilities as per CPWD specifications and IS Codes at site as stipulated in the General Conditions of Contract (GCC) or as directed by the Engineer-in-charge including staff required for testing. The tests shall be carried out jointly in the presence of Engineer-in-charge or his representative and the contractor or his representative.

The contractor shall also provide suitable weighing and measuring arrangement and testing instruments and machines for testing of materials and cubes at site as per details given in GCC.

The contractor shall carryout all the mandatory tests and shall maintain records of testing & checks of material, in formats, checklists etcetera to be given by Engineer-in-charge. All such records shall be maintained jointly by the contractor and Engineer-in-charge these shall remain under the custody of the Engineer-in-charge.

The laboratory shall be connected to the main potable water, electricity and other Services.

Some of the mandatory tests for each item of work and /or materials shall be carried out in approved outside laboratory as directed by the Engineer- in-charge. The Contractor shall bear the entire cost of testing charges for samples of items of work and /or materials and also the other expenditure towards making samples, packaging, and transport etcetera

The materials brought at site of work shall not be used in the work before getting satisfactory test result as per relevant mandatory tests, detailed in the relevant CPWD specifications and BIS codes.

8.4. Manufacturer's Instructions

Where manufacturers have furnished specific instructions relating to the materials and equipment used, covering points not specifically mentioned in these documents, manufacturer's instructions shall be followed with the approval of Engineer-in-charge.

8.5. Inspection & Testing during manufacturing of Equipment

The Engineer-in-charge shall be entitled to inspect, examine and test during manufacturing of the materials and workmanship and check the progress of manufacturing of all fabrication materials to be supplied under the contract on the contractor's premises during working hours, and if part of the said materials is being manufactured on other premises, the contractor shall obtain Engineer-in-charge permission to inspect the same at such premises. This inspection, examination or testing shall not relieve the contractor from any obligation under the contract. Inspection Call for any equipment shall be given 15 days in advance from the actual date of Inspection.

Following Equipment shall be invariably offered for Inspection:-

- 1) HT & LT Panels
- 2) Bus Ducts & Rising Mains

In case of other equipment, the Contractor shall intimate Engineer-in-charge regarding their readiness so as to decide their inspection if any.

The Engineer-in-charge reserves the right to request inspection and testing at manufacturer's Works at all reasonable times during manufacture of items for this Contract.

The Engineer-in-charge (PMC) or his authorized representative & Employer shall have full power to inspect the materials and workmanship at the Contractor's Works or at any place from which the materials or equipment is obtained. Approval by the Engineer-in-charge of any material or equipment shall in no way relieve the Contractor of his responsibility for meeting the requirements of the specifications. The cost incurred towards boarding, lodging etcetera (inland/abroad) of inspection engineer/engineers deputed by Employer shall be fully borne by the contractor & all such costs shall be deemed to be included in the Bid. Nothing extra shall be paid on this account whatsoever. The inspection and testing shall cover, but not limited to, the following:-

- i.** Routine and typical tests for the various items of equipment shall be performed at the Manufacturer's/ Contractor's Workshop in the presence of Engineer-in-charge or his authorized representative, results recorded and test certificates issued.
- ii.** After installation has been virtually completed, the Contractor shall carry out under the direction and in the presence of the representative of the Engineer-in-charge such tests and inspections as have been specified, or as considered necessary to determine whether or not the requirements of the item, drawings and specifications have been fulfilled. In case the work does not meet the full intent of the drawings and specifications and further tests after making require changes and as considered necessary shall be done again, the Contractor shall carry them out and bear the expenses thereof. If tests fail to demonstrate the satisfactory nature of the installation or any part thereof, then no claims for the extra cost of modifications, replacement or retesting will be considered. The decision of the Engineer-in-charge shall be regarded as final as to what constitutes a satisfactory test.

- iii. The Contractor shall provide all necessary instruments such as Theodolite, Dumpy level, steel tapes, weighing machine, plumb bobs, spirit levels, hammers, micro-meters, thermometers, hydraulic cube testing machine, smoke test machine and labour, etcetera for conducting tests. All such equipment's shall be tested for calibration by an approved laboratory. The Contractor shall make adequate records of the test procedures, readings and results to be maintained by the Engineer-in-charge who shall issue test certificates signed by the person authorized by him.
- iv. The contractor shall arrange all necessary instruments, tools, tackles and testing facilities free of cost for such inspections. Contractor shall arrange for inspection visit(s) and bear all inspection costs including Inland/abroad travel (Air/Rail/Road), lodging and boarding expenses etcetera free of cost for the Inspection Engineer(s) deputed by Employer.
- v. The above general requirements as to testing shall be read in conjunction with any particular requirements specified elsewhere

vi. Dates for Inspection & Testing

The dates of Inspection & Testing, after receipt of written request by the Contractor, shall be mutually agreed by the Engineer-in-charge and the contractor.

vii. Facilities for Testing at Manufacturer's Works

Where the contract provides for tests on the premises of the contractor or of any sub-contractor the contractor shall provide such assistance, labour, materials, electricity, fuel, stores, apparatus and instruments as may be required and as may be reasonably demanded to carry out such tests.

viii. Rejection

If as a result of such inspection, examination or test of the works (other than a Test on Completion the Engineer-in-charge shall decide that such material is defective or not in accordance with the contract he shall notify the contractor accordingly stating in writing his observations and reasons thereof. The contractors shall with due diligence make good the defect and ensure that the material complies with the Contract. Thereafter, if required by the Engineer-in-charge, the tests shall be repeated under the same terms and conditions till satisfactory results are made available.

ix. Delivery of Materials and Equipment

The contractor shall be responsible for all materials and equipment brought at site for the purposes of the contract. Unless the Engineer-in-charge directs, no material shall be brought to the site which is not required for execution of the work.

x. Inspection & Testing and Re-inspection

All deficiencies revealed by testing and inspection shall be rectified by the contractor at his own expense and to the satisfaction and approval of the Engineer-in-charge. Rectified components shall be subject to re-testing till desired results are obtained.

xi. Delayed Tests

If the Engineer-in-charge opines that Tests on Completion are being delayed by the Contractor, the Engineer may by notice require the Contractor to carry out such Tests within 14 (fourteen) days after the receipt of the notice. The Contractor shall carry out such Tests on such day or days as the Contractor may fix and of which he shall give notice to the Engineer.

If the Contractor fails to carry out the Tests on Completion within 14 (fourteen) days, the Engineer may proceed with such Tests at the risk and cost of the Contractor. The Tests on Completion then shall be deemed to have been carried out in the presence of the

Contractor and the results of such Tests shall be accepted as accurate.

xii. Inspection Reports

The contractor shall provide the Engineer - in- Charge with five copies of reports of all inspection and tests.

8.6. Access for Inspection

Persons nominated by Engineer-in-charge shall at all reasonable times have free access to work and/ or to the workshops, factories or other places where materials are lying or from which they are being obtained and the Contractor shall extend necessary service to Engineer-in-charge and their representatives every facility necessary for checking measurements, inspection and examination and test of the materials and workmanship.

9. Time Schedules

9.1. Time shall be the essence of the contract. Time allowed for carrying out the work as mentioned in the contract shall be strictly observed by the contractor and it shall be reckoned from the issue of the Date of letter for commencement of work. It may be noted that the “**Construction of**
Uttar Pradesh, INDIA” on EPC Basis involves construction of various building including development of the complex as detailed in the detailed user requirement. The buildings are required to be handed over in phases as per the milestones detailed in schedule “F” of the General Condition of the Contract. The contractor shall before commencing the work prepare a detailed work schedule. This schedule shall be strictly followed by the contractor. For completing the work in time, the contractor may have to work round the clock without interruption and no claim whatsoever shall be entertained on this account.

9.2. Commencement of Works

- i. The Contractor shall commence the Works on the date specified in the Letter of Commencement for the work. Thereafter the Contractor shall proceed with due diligence, without delay, and in accordance with the programme or any revised or modified programme of the Works.
- ii. The Contractor shall not commence the construction, manufacture or installation of the Works or of any part of the Works unless and until the Engineer has endorsed the relevant Drawings in accordance with the Employer 's Requirements.

9.3. Time for Completion

- i. Project completion Schedule including setting out date of completion in phases as defined under Schedule F.
- ii. Time is the essence of Contract and will remain so at all times during the pendency of the Contract including the extended period of Contract. The Contractor shall complete works as per completion schedule and ensure defect free completion and have passed the tests on the completion, including integrated testing where ever in the scope of work and commissioning of the whole of the Works and/or parts thereof before the same is taken over by the Administrative Department (Owner Department).

9.4. Mile Stones

- i. The time allowed for execution of the Works and Mile Stones shall be as specified in the Schedule F. In case, the contractor does not achieve a particular milestone mentioned in or the re-scheduled milestone(s) by the Engineer-in-Charge/PMC/Authority Engineer, the amount shown against that milestone shall be retained and will be adjusted against the Liquidated Damages at the final grant of Extension of Time after completion of work.

- ii. On failure to achieve a milestone, retaining of this amount from payments due to the contractor shall be automatic without any notice to the contractor. However, if the contractor catches up with the progress of work on the subsequent milestone(s), the entire retained amount shall be released. In case the contractor fails to make up for the delay in subsequent milestone(s), amount mentioned against each milestone missed subsequently also shall be retained. However, no interest, whatsoever, shall be payable on such amount retained by the UPPWD.

9.5. Operation & Maintenance of Buildings handed over/taken over prior to the stipulated date of completion for the complete project.

- i. The “**Construction of**”, **Uttar Pradesh, INDIA** involves Design, Engineering, Procurement and Construction (EPC) basis as per the Scope of work. The buildings and other services are required to be handed over in phases as per the milestones detailed in schedule “F” of the General Conditions of the Contract.
- ii. In respect of the buildings handed over/taken over in phases, prior to the stipulated date of completion of the entire project, the contractor shall carry out the operation and maintenance of such buildings and services from the completion of respective phases till the completion of the defect liability period of entire project.

10. Completion of Work

10.1. Physical and Virtual Completion of Work

When the phase of the work as per milestone/whole of the Work is physically and virtually complete and has satisfactorily passed required tests that may be prescribed under the Contract:-

- a) The contractor shall give a written notice to this effect within 10 days of completion along with an undertaking to rectify any defects that may be found during inspection. The Engineer - in- Charge shall jointly inspect the work with the contractor within 15 days of receipt of such notice.
- b) The Engineer-in-charge shall inspect the works completed to see if they are in such a condition so as to be put to its proper or other intended final use and / or occupied without any short comings and no major or minor items of works are remaining which in the opinion of the Engineer-in-charge will cause undue difficulties in satisfactory use/ occupation of the works.

10.2. Provisional Acceptance and Certificate of completion

The whole of the work shall be deemed to have been physically completed and provisionally accepted after fulfillment of all the following by the Contractor.

- a) Physical completion of all works and obtaining all required approvals from the statutory authorities as required for occupation and use of the works and handing over such certificates to the Engineer-in-charge
- b) Submitting As-Built Drawings, Catalogues, Brochures, and Data Sheets, manuals in the form as directed by Engineer in Charge
- c) Issue of Certificate of Physical Completion by the Engineer-in-Charge.

10.3. Certificate of Final Completion

The contract shall not be considered as completed until a Certificate of Final Completion has been issued by the Engineer-in-charge stating that the whole of the Works have been completed to his satisfaction and remedying / rectifying of defects have been

satisfactorily completed.

The work shall be treated as complete when all the phases and components of the work are complete. The Certificate for Final Completion of the Composite work shall be recorded by the Engineer-in-charge after obtaining / recording of completion certificate of all the components.

Provided always that the issue of the Certificate of Final Completion shall be a condition precedent to payment or return to the Contractor the security deposit and / or Performance security in accordance with the conditions set out in the contract.

10.4. Certificate of Overall Completion

The Engineer-in-charge shall give the Certificate for Overall Completion as per the following, whichever is later:

- Twenty-eight days after the expiration of the Defects Liability Period

OR

- If different Defect Liability Periods shall become applicable to different sections or parts of the Works, the expiration of the last such period

OR

- As soon as thereafter any works ordered during such period and have been completed to the satisfaction of the UPPWD.

10.5. The contractor shall give performance test of the entire work as per standards specifications before the work is finally accepted and nothing extra whatsoever shall be payable to the contractor for the tests.

11. Handing over & Taking Over Process

Handing over & taking over process shall be done in phases in accordance to G.O. 178/2023/I-411303/901/23-5-2023-27(5)/2022 dated 20.10.2023 as per the scope of phased construction given in Schedule "F" of the tender document. For handing over & taking over process, in addition to clauses specified elsewhere, following services / works have to be complied with by the contractor:

- a. Submission of Guarantees in stamp paper, of appropriate value, (in prescribed format) for all water proofing treatment and Anti termite treatment etcetera executed in the works for a period of ten years. If any defects noticed within 10 years from completion of defect liability period the contractor shall be sole responsible for the defects and same shall be rectified by the contractor as per information from Engineer-in-Charge/ PMC/Authority Engineer within a period of 10 days from the notice.
- b. Rectification of all defects shall be carried out by the contractor before Handing over/ Taking over process.
- c. As built drawings: - 6 (six) sets for Architectural, Structural, Plumbing, Electrical, HVAC system, Specialized services and other required drawings as approved by Engineer-in-charge along with their soft copies in the required software version shall be submitted by the contractor before handing over & taking over process.
- d. All services/equipment are to be run and checked before handing over & taking over process as per requirements of Engineer-in-charge.
- e. Contractor has to arrange water, electricity, fuel, consumables and manpower at their own cost for the purpose of testing of services and equipment's. No amount shall be payable on this account.

- f. The Contractor shall submit catalogues, brochures, operation manual, manufacturer test certificate, Guarantee/ Warranty papers, license etcetera for all equipment /materials before handing over & taking over process.

12. Guarantees

Notwithstanding provisions in the General Condition of the Contract and elsewhere in these Specific Conditions of Contract, the contractor shall furnish the **guarantees** in the prescribed form appended herewith. These guarantees shall be provided at the stage of virtual completion of work and shall be effective from the completion of work, to be reckoned from the date after the expiry of the maintenance period prescribed in the contract. In case a specialized agency has been approved for execution of a work/system, the Contractor shall ensure that the Guarantees shall be through such agencies (Obligators/Guarantor). The guarantees shall be provided in respect of following works (as per formats appended to this document) and any additional works, as provided for in the contract.

- i. For removal of defects after completion in respect of Water Supply and Sanitary Installations.
- ii. For Water Proofing Treatment for Basements
- iii. For Water Proofing Treatment for Roof
- iv. For Water Proofing Treatment (Under floors)
- v. For Anti-Termite Works
- vi. For Aluminum Works
- vii. For Structural Glazing / Curtain Wall System/works
- viii. For Mechanical/ Seismic Expansion Joint/Works
- ix. For any other work, as prescribed in the tender document

13. Defect after completion

a) General

Any defect, shrinkage, settlement or other faults that may appear within the “Defects Liability Period” which in the opinion of the Engineer-in-charge are due to materials or workmanship not in accordance with the contract, shall be rectified as per the directions in writing of the Engineer-in-charge to the Authorized representative of the contractor within such reasonable time as shall be specified therein by the contractor, at his own cost. In case of default, the Engineer-in-charge may employ any person’s to amend and make good such defects, shrinkage, settlements or other faults and all expenses consequent thereon or incidental thereto shall be borne by the contractor.

All preventive/routine & breakdown maintenance related to all works executed under this Contract shall be in the scope of Contractor & cost incurred to this effect shall be deemed to be included in the Bid. Nothing extra will be paid on this account whatsoever.

The scope of work shall, also include operation and maintenance of various Civil & E&M works shall be carried out by EPC Contractor either himself or through respective OEM & Vendors who are involved in supply & installation of works at site. O&M activities shall be provided up to completion of the defect liability period i.e. up to 36 months from the date of start of the project, as already detailed above and shall be separately paid as per respective terms and conditions of this Contract.

b) Execution of work of repair etcetera

Any defects, shrinkage, settlement or other faults which may appear or be noticed within the defect liability period, and arising in the opinion of the Engineer-in-charge from materials or workmanship not having in accordance with the contract, shall upon the direction in writing of the Engineer-in-charge's representative and within such reasonable time as shall be specified therein and without any delay, be amended and made good or replaced by the contractor at his own cost.

c) Cost of Execution of Work of Repair, Etcetera

All such works shall be carried out by the Contractor at his own expense if the necessity thereof shall, in the opinion of the Engineer-in-charge, be due to the use of materials or workmanship not in accordance with the Contract, or due to neglect or failure on the part of the Contractor to comply with any obligation, expressed or implied, on the Contractor's part under the Contract.

d) Contractor's personnel to be at site

During the defects liability period the contractor shall depute at least one of his authorized representative at site along with required tradesmen to attend the defects to the satisfaction of Engineer-in-charge.

14. Dues not paid by the Contractor

The contractor shall pay all dues or fees to Statutory authorities and Electric and Water supply authorities & Lift licensing authority etcetera within due period and indemnify the Employer and the Engineer-in-charge from any claims or compensations or penalties or damages arising out of non-payment of any such dues or fees. However, in case some dues or fees are not paid by contractor and or claims for compensations or penalties etcetera are raised by the Statutory authorities, the Employer may deposit the required amount or any or all of the above and recover or deduct the same from any money payable to the contractor by the Employer or any other means available to the Employer such as bank guarantee.

15. Urgent Repairs

If, by reason of any accident, or failure, or other event occurring to or in connection with the works, or any part thereof, either during the execution of the works, or during period of Defects Liability any remedial or other work or repair, shall, in the opinion of the Engineer-in-charge be urgently necessary for the safety of the Works and the Contractor is unable or unwilling to do such work or repair despite notice, the Engineer-in-charge may employ and pay other persons to carry out such work or repair as the case may be and may consider necessary. If the work or repair so done by the other agency is the work which, in the opinion of the Engineer-in-charge the Contractor was liable to do at his own expense under the Contract, all expenses incurred by Other agency in so doing shall be recoverable from the Contractor by the Engineer-in-charge, or shall be deducted by the Engineer-in-charge from any monies due or which may become due to Contractor.

16. Plant Temporary Works & Materials

a) Plant, etcetera Exclusive use for the Works

All Constructional Plant, Temporary Works and materials provided by the Contractor shall, when brought on to the Site, be deemed to be exclusively intended for the execution of the Works and the Contractor shall not remove the same or any part thereof except for the purpose of moving it from one part of the Site to another, without the

consent, in writing of the Engineer-in-charge, which shall not be unreasonably withheld.

b) Removal of Plant etcetera

Upon completion of the Works, the Contractor shall remove from the Site all the said Constructional Plant and Temporary Works remaining thereon and any unused materials provided by the Contractor, within 10 days of obtaining the completion certificate/ Virtual completion of the work.

17. Reports by Contractor

- a) The Contractor shall submit MSP (Microsoft) tracker activity wise bar charts, indicating the duration of various subheads of the work, for the complete work within 15 days of award of work or as per Clause 5 of the GCC, whichever is earlier, for approval by the Engineer - in- Charge. On the basis of approved bar charts contractor shall submit Progress Charts by the 4th day of every month. Soft copy of PERT chart shall be supplied whenever demanded by the Engineer-in-charge.
- b) The Contractor shall submit Monthly Progress Report in triplicate in format approved by Engineer-in-charge. Failure to submit reports may result in holding up or delay in Payment of bills.
- c) Monthly Progress Photographs:- The Contractor shall arrange at his own cost to maintain a progress record of the works by taking postcard size colour photographs (preferably digitized photographs) 6 Nos. or more per month per block as directed by the Engineer-in-charge during the construction stages and after completion shall supply three sets at no extra cost. The Contractor will be required to submit monthly reports on the progress of his work as per the format approved by the Engineer-in-charge.
- d) The Contractor shall prepare Weekly Reports of planned and actual progress of work and subsequent week's scheduled work. These will also include material procurement status. These reports shall be submitted to the Engineer-in-charge & shall be reviewed in Weekly Co-ordination Meetings.
- e) The Contractor shall file daily category-wise labour report to the Engineer-in- charge. The report shall indicate scheduled requirement against actual strength.
- f) The contractor shall maintain daily weather record. Daily maximum and minimum temperature and corresponding, humidity shall be recorded and charted. Rainy days shall be recorded when the rain lasting more than one hour hampers the work. Any other inclemency in weather shall be recorded. The records shall be regularly shown to the Engineer-in-charge and his signature obtained.

18. Operations and Maintenance Manual

The Contractor shall provide and submit to the Engineer-in-charge with six copies of the Operation and Maintenance Instruction Manuals. The arrangement of these manuals shall be as follows:

SECTION A:	Index
SECTION B:	Salient features of the Project.
SECTION C:	Description and details of materials, items and fittings and fixtures used for the project along with Catalogues /Brochures Operation & Maintenance Manuals etcetera
SECTION D: instructions	Operation & Maintenance

SECTION E: List of recommended Spare parts/consumables.
 Until above mentioned documents are received and approved by the Engineer-in-charge, Contract shall not be considered as complete and payment will be withheld until such documents etcetera have been submitted to and approved by the Engineer-in-charge. The cost of providing such records including proper submission thereof is deemed to be included in the Bid.

19. Co-ordination Meetings

The Contractor shall be required to attend co-ordination meetings with the UPPWD and the other Contractors during the period of Contract as intimated by the Engineer-in-charge. All costs incidental to such interaction shall be to the Contractor's account and no claim will be entertained by the UPPWD on this account.

20. Compliance of Statutory Obligations and obtaining Approvals/ Completion Certificates:

The Contractor shall comply all the statutory obligations and obtain all required clearances to implement the project without any financial repercussions to Engineer-in-charge and ensure all follow up actions with the local authorities in this respect for smooth completion of the project. The Contractor shall obtain all necessary approvals from Municipal bodies and other local bodies including, Water/Sewer supply agencies, Electric Supply and inspectorate agencies, Police and Security Agencies, Chief Controller of Explosives, Fire Department, Civil Aviation Department, Lift inspector, Pollution Control Board, , tree replantation, permission for bore well and for temporary structures etcetera in accordance to prevailing rules, Building Bye-Laws etcetera, as the case may be with related to Construction/ Completion. The contractor shall be assisted by the Engineer-in-charge to obtain all NOC, completion & Occupancy certificates from respective local bodies and other statutory authorities, such as:

- i) Construction Permit, if required
- ii) Pollution control Board,
- iii) Environment Clearances,
- iv) Provisional & Final NOC from fire department,
- v) Lift license i/c NOC,
- vi) Chief Electrical Inspector CEA,
- vii) Local Municipal authority.
- viii) Airport Authority,
- ix) Forest Department for tree replantation etcetera,
- x) Explosive Department,
- xi) Local Municipal authority for water and sewer connection,
- xii) Building Occupancy Certificate
- xiii) Any other statutory requirement for execution of work and to occupy the buildings and run the services in all respects.

Contractor shall organize all inspections of concerned authorities & obtain the NOC's within the time for completion. The Engineer-in-charge may, at the written request of the Contractor, assist him in obtaining the approvals from relevant authorities. However any such request by the Contractor shall not bind the Engineer-in-charge in any manner.

All expenditure on these accounts will be borne by the contractor. However the fees paid

by the contractor to these statutory authorities only for obtaining the required statutory approvals shall be reimbursed by Employer on submission of valid payment receipts from these statutory authorities.

The contractor is required to submit the relevant drawings/filled application forms as per prescribed format & any other details like completion Drawings and any other statutory documentary requirements of local bodies in copies as per requirement to obtain the above etcetera at their own cost.

21. Training and Operating Instructions

- a. If required by the Engineer-in-charge, the Contractor shall at his cost, train members of the maintenance staff of Administrative Department either at his or the subcontractor's workshop or at such other place or places as may be considered suitable by the Engineer-in-charge.
- b. Upon completion of all work and all tests, the Contractor shall furnish the necessary skilled/unskilled/semi-skilled personnel for operating the entire installation for a period of thirty (30) working days. During this period, the Contractor shall instruct and train the Administrative Department representative(s) in operation, adjustments and maintenance of the equipment installed.
- c. The Contractor shall submit to the Engineer-in-charge draft comprehensive operating instructions and maintenance schedule for all systems and equipment included in this Contract. This shall be supplemented, not substituted, by manufacturer's operating and maintenance manuals. Upon approval of the draft, the Contractor shall submit to the Engineer-in-charge six (6) complete bound sets of operating and maintenance schedules along with manufacturers printed literature/catalogues.

22. Test Certificates

The contractor shall submit test certificates for all the materials / systems issued by the Engineer-in-Charge approved inspection / office / manufacturer certifying the Equipment / Materials / installation and its function are in agreement with the requirements of relevant specifications and accepted standards.

23. Quiet Operation and Vibration

All equipment's shall operate under all conditions of designed load without any sound or vibration, which is considered objectionable by the Engineer-in-charge. Such conditions shall be corrected by the Contractor at his own expense. Decision of the Engineer-in-charge shall be final in this regard.

24. Accessibility

The Contractor shall locate all equipment's, which require servicing, operation or regular maintenance in fully accessible positions. The exact location and size of access panels, required for each valve or other devices requiring attendance, shall be finalized and communicated to Engineer - in- Charge well in time, to facilitate working by other agencies, failing this, the Contractor shall make all the necessary repairs and changes at his own expense.

25. Licenses and Permits

The Contractor or the approved specialized agency engaged by them shall hold a valid license for services like plumbing, electrical, Lifts etcetera & wherever required in addition, issued by the Competent Authority under whose jurisdiction the work falls.

26 INSURANCE

- 26.1** Without limiting the Contractor's obligations and responsibilities stated elsewhere in the Contract, the Contractor shall at his own cost arrange, secure and maintain insurance in the name of the UPPWD and the contractor with an insurance company selected by the contractor and acceptable to the Employer, in such a manner that the Employer and the

contractor are covered for all time during the period of contract i.e. the time period allowed for completion of work, extended period and the defect liability period. The insurance shall be effected in accordance with terms approved by the Employer and the contractor shall submit the insurance policies to the Engineer-In- Charge within one week of signing of the agreement along with the receipt of premium. The contractor shall timely pay and submit the receipts of payment of premiums for extensions of policies, if any. The insurance shall cover the following: -

26.1.1 Contractor's All Risks Insurance

The contractor shall insure the work for a sum equivalent to the Contract value together with materials and Plant for incorporation therein, to the full replacement cost and it being understood that such insurance shall provide for compensation to be payable to rectify the loss or damage incurred, and, an additional sum of 15 (%) per-cent of such replacement cost to cover any additional costs of and incidental to the rectification of loss or damage including professional fees and the cost of demolishing and removing any part of the Works and of removing debris of whatsoever nature, and it being understood that such insurance shall provide for compensation to be payable to rectify the loss or damage incurred or such additional sums as specified and the interests of the Employer against ALL RISKS claims, proceedings, loss or damages, costs, charges and expenses from whatsoever cause arising out of or in consequence of the execution and maintenance of the work for which the contractor is responsible under the contract.

26.1.2 Workman Compensation & Employers Liability Insurance.

This insurance shall be effected for all the contractor's employees engaged in the performance of the contract. The Employer shall not be liable in respect of any damages or compensation payable at law in respect of or in consequence of any accident or injury to any workman or any other person in the employment of the contractor and the contractor shall indemnify and keep indemnified the Employer against all such damages and compensation and against all claims, demands, proceedings, costs, charges and expenses, whatsoever in respect or in relation thereof.

26.1.3 Third Party Insurance.

The contractor shall be responsible for making good to the satisfaction of the Engineer-in-Charge any loss or any damage to all structures and properties belonging to the Employer or being executed or procured or being procured by the Employer or of the other agencies within the premises of all work of the Employer if such loss or damage is due to fault and or the negligence or willful acts or omissions and commissions of the contractor, his employees, agents, representatives.

The contractor shall take sufficient care in moving his plants, equipment and materials from one place to another so that they do not cause any damage to any person or to the property of the Employer or any third party including overhead and underground cables and in the event of any damage resulting to the property of the UPPWD or to a third party during the movement of the aforesaid plant, equipment or materials, the cost of such damages including eventual loss of production, operation or services in any plant or establishment as estimated by the Employer or ascertained or demanded by the third party, shall be borne by the contractor.

Before commencing the execution of the work, the contractor, shall insure and indemnify and keep the Employer harmless of all claims, against the contractor's liability for any materials or physical damage, loss or injury which may occur to any property, including that of the Employer or to any person including any employee of Employer, or arising out of the execution of the work or in the carrying out of the contract, otherwise than due to the matters referred to in the provision to (a) above. Such insurance shall be effected for an amount sufficient to cover such risks. The terms shall include a provision whereby, in the event of any claim in respect of which the contractor, would be entitled to receive indemnify under the policy being brought or made against the Employer, the insurer willfully indemnify Employer against such claims and any costs, charges and expenses in

respect thereof.

26.1.4 The Contractor shall also at times indemnify the UPPWD against all claims, damages or compensation under the provisions of Payment or Wages Act, 1936, Minimum Wages Act, 1948, Employer's Liability Act, 1938, the Workman's Compensation Act, 1947, Industrial Disputes Act, 1947 and Maternity Benefit Act, 1961, or any modification thereof or any other law relating thereof and rules made there under from time to time.

26.1.5 The Contractor shall also at his own cost carry and maintain any and all other insurance(s) which he may be required for the Contractor's Equipment and other things brought onto the Site by the Contractor, for a sum sufficient to provide for their replacement at the Site

26.1.6 The Contractor shall also at his own cost carry and maintain any and all other insurance(s) which he may be required to take out under any law or regulation from time to time. He shall also carry and maintain any other insurance, which may be required by the Engineer-in-Charge.

26.1.7 **Cross liabilities:** -The insurance policy shall include a cross liability clause such that the insurance shall apply to the contractor and to the UPPWD as separate insured.

26.1.8 The Contractor shall prove to the Engineer-in-charge from time to time he has taken out all the insurance policies referred to above and has paid the necessary premiums for keeping the policies alive till expiry of the Defects Liability Period.

26.2 Evidence and Terms of Insurance

The Contractor shall provide evidence to the as soon as practicable after the respective insurance have been taken out but, in any case, prior to the start of work at the Site that insurance required under the Contract have been effected and shall, within 30 days of the Commencement Date, provide the insurance policies to the Employer. When providing such evidence and such policies to the Employer, the Contractor shall notify to the Engineer in Charge also. Such insurance policies shall be consistent with the general terms agreed prior to the issue of the Letter of Acceptance. The Contractor shall effect all insurance for which he is responsible with insurers and in terms approved by the Engineer-In-Charge.

26.3 Adequacy and cancellation of Insurance

26.3.1 The Contractor shall notify the insurers of changes in the nature, extent or programme for the execution of the Works and ensure the continuity and adequacy of the insurance at all times in accordance with the terms of the Contract and shall, when required, produce to the Engineer-in-Charge the insurance policies in force and the receipts for payment of the current premiums.

26.3.2 The aforesaid insurance policies shall provide that they shall not be cancelled till the Engineer-in-charge has agreed for cancellation.

26.4 Remedy on the contractor's failure to insure

If the contractor shall fail to effect and keep in force the insurance referred to above or any other insurance which he/they may be required to effect under the terms of the contract then and in any such case Engineer-in-charge may without being bound to, effect and keep in force any such insurance and pay such premium or premiums, as may be necessary for that purpose and from time to time deduct the amount so paid by the Engineer-in-charge from any moneys due or which may become due to the contractor or recover the same as a debt due from the contractor.

26.5 Compliance with Policy Conditions

In the event that the Contractor fails to comply with conditions imposed by the insurance policies effected pursuant to the Contract, the Contractor indemnify the UPPWD against all losses and claims arising from such failure.

Specific Conditions of Contract-ELECTRICAL SERVICES

1. General

- i.** The Specific Conditions of the Contract - Electrical Services shall read in conjunction with the Specific Conditions of the Contract-Scope of Work, and, Specific Condition of the Contract-General. In case of variations / deviations, if any, the Specific Conditions of the Contract- Electrical Services shall prevail.
- ii.** The electrical installations shall be in total conformity with the Shop Drawings, Single Line Diagrams (SLD), Design Basis Report, Schematic Drawings, Power & Control wiring drawings etcetera prepared by the Contractor and approved by the Engineer-in-charge & shall be tested & commissioned in the presence of the Contractor and the Engineer - in-Charge.
- iii.** The responsibility for the sufficiency, adequacy and conformity to the Contract requirements of the electrical installation work lies solely with the Contractor.
- iv.** The planning, design, construction and workmanship shall be in accordance with the best engineering practices to ensure satisfactory performance and service life and shall be complete in all respects. Any materials or accessories which may not have been specifically mentioned, but which are necessary for the satisfactory and trouble free operation and maintenance of the equipment shall be provided without any extra cost. This shall also include spares, consumables, tools & tackles required for commissioning of the equipment.
- v.** The Contractor shall obtain all statutory approvals (electrical loads, approval of drawing/ approval of meter room etcetera) from the concerned statutory authorities and permits required for the HT/LT electrical installation work. All statutory fee payable in this regard will be reimbursed against production of receipts/documentary evidence. On completion of work, the contractor shall obtain NOC from SEB/ Power Distribution Company & Director of Safety of the concerned state; a copy of the same shall be delivered to Employer. Contractor shall be responsible for dealing with SEB/ Power Distribution Company and other statutory authorities till project commissioning/ handing over and getting electricity in the complex.
- vi.** The Engineer-in-Charge shall have full power for getting the materials or work tested by independent agency at the electrical contractor's expenses in order to prove their soundness and adequacy. The contractor will rectify the defects/ suggestions pointed out by Engineer-in-Charge/independent agency at his own expenses.

2. Regulations and Standards

- i.** The installation shall comply in all respects with the requirements of Indian Electricity Act 1910, Indian Electricity Rules (IER) 1956 and other related Laws and Regulations as amended up to date, there under and special requirements, if any, of the State Electricity Boards/ Power Distribution Company etcetera The Bidder is liable to furnish the list of authorized licensed persons/ employed/deputed to carry out the works/perform the assigned duties to fulfill the requirements of IER 1956 as amended up to date.
- ii.** Wherever these Specific Conditions call for a higher standard of material and /or workmanship than those required by any of the above regulations, then these

Specific Conditions shall take precedence over the said Regulation and Standards. All Internal & External Electrical works, LV works, HVAC, Fire Fighting, Fire detection & alarm system etcetera to be done as per specifications & relevant BIS codes and other applicable codes as relevant.

3. Conformity with Statutory Acts, Rules and Standards

- i.** All installations shall be in conformity with the Bye-laws, Regulations and Standards of the local authorities as applicable. But if the specifications and drawings call for a higher standard of material and/or workmanship than those required by any of the above Regulations and Standards, then the specifications and drawings provided in the contract shall take precedence over the said regulations and standards as per the directions of the Engineer-in-charge.
- ii.** However, if the drawings or specifications required something which violates the Bye-laws and Regulations, then the Bye-laws and Regulations shall govern the requirement of this installation as per the directions of the Engineer- in- charge.
- iii.** Indian Electricity Act and Rules: All electrical works in connection with installations of the system shall be carried out in accordance with the provision of the Indian Electricity Act, 1910 and the Indian Electricity Rules 1956, both amended up to date.
- iv.** CPWD Specifications: as at Schedule “F” of GCC.
- v.** Indian Standards: The system / components shall conform to relevant BIS wherever they exist and to the National Building Code-2016 and ECBC with latest amendments /addendums.
- vi.** Nothing in these specifications shall be construed to relieve the Contractor of his responsibility for the design, manufacture and installation of the equipment with all its accessories in accordance with applicable Statutory Regulations and safety codes in force.

4. Completeness of Bid

All sundry fittings, assemblies, accessories, hardware items, foundation bolts, termination lugs for electrical connections as required, and all other sundry items which are useful and necessary for proper assembly and efficient working of the various components of the work shall be deemed to have been included in the quoted prices, whether such items are specifically mentioned in the Bid documents or not.

5. Works to be done by the Contractor:-

Unless and otherwise mentioned in the Bid documents, the following works shall be done by the Contractor, and their cost shall be deemed to be included in the contract price:

- i.** Foundations for equipment and components where required, including foundation bolts
- ii.** Cutting and making good all damages caused during installation and restoring the same to their original finish
- iii.** Sealing of all floor openings including shafts and niches etcetera provided for pipes, ducts, cables, bus bars etcetera from fire safety point of view, after laying of the same.
- iv.** Painting at site of all exposed metal surfaces of the installation other than pre-

painted items like fittings, fans, switchgear/ distribution gear items, cubicle switch board etcetera damages during erection, shall however be rectified by the contractor.

- v. Testing and commissioning of complete installation.

6. Cutting of structural members

No structural member shall be chased or cut without the written permission of the Engineer-in-Charge.

7. Drawings

The tender drawings have been appended to the tender document for guidance of the contractor. The contractor shall plan and design all services and prepare shop drawings. The shop drawings shall cover, but not limited to, the extent and general arrangements of the fixtures, controlling switches, wiring system, distribution boards, panels, sub-panels etcetera The Contractor shall submit requisite number of working electrical drawings based on tender drawings including reflected ceiling plan for the Engineer-in-charge's approval. Contractor has to make necessary changes if any as per comments given by Engineer-in-charge before execution. The work shall be executed as indicated in the approved drawings, however any minor changes found essential to co-ordinate the installation of this work with the other trades shall be made in consultation with the Engineer-in-charge.

Any discrepancies noticed shall be reported to the Engineer-in-charge for clarification. In case of failure to do so Contractor shall not be entitled to any cost for omissions or defects in electrical drawings due to any conflict with other services work.

Any information/data shown/not shown in these drawings shall not relieve the contractor of his responsibility to carry out the work as per the specifications. Additional information required by the Bidder/tenderer for successfully completing the work shall be obtained by him.

8. Position of HT/LT Switch Boards

The recommended position of the switch boards, transformer as shown on the layout drawings will be adhered to as far as practicable.

The contractor shall procure such equipment/ materials as per list of the approved makes with prior approval of Engineer-In-Charge. For all non-specified items, approval of the Engineer-In-Charge shall be obtained prior to procurement of the same. Engineer-In-Charge/UPPWD shall in no way be liable for rejection of the any material due to poor quality, poor workmanship, poor material etcetera

9. Shop Drawings

Prior to the laying of the conduits and trunking, the Contractor shall submit the shop drawings for the approval of the Engineer-in-charge. The observations, if any, of Engineer-In charge shall be incorporated and drawings shall be re-submitted for the approval of the Engineer-in-charge.

The Contractor shall prepare and submit to the Engineer-in-charge for his approval detail shop drawings, General Arrangement Drawings, SLD, power/control wiring drawing for Main & Sub Panels / Distribution Boards, special pull boxes, light & fan switchboards, telephone distribution boards, FDA system and lightning protection system and other equipment to be procured/

fabricated by the Contractor.

The contractor shall prepare detailed coordinated electrical shop drawing indicating lighting/lighting fixtures, convenience outlets, HT Panels, LT Panel Boards/ Panels, PCC, DB's, Rising Mains, Cable Schedule with other relevant services and submit for approval of the Engineer-in-Charge before commencing the work. The shop drawings shall indicate all setting out details and physical dimensions of all components, GA Drawings, wiring and cable details for 33/ 11 KV Panel Board, LT Panels, PCC's, MCC's, cable schedule and routes, manhole trap etcetera The fixing details for conduits indicating run and size of wire/cables, outlet/pull/junction boxes etcetera with fixing details etcetera shall be provided. All works shall be carried out after the approval of these drawings. However, approval of these drawings do not relieve the contractor of his responsibility for providing maintenance free and fool proof system including any missing component/ accessories to meet with the intent of the specifications. Contractor will submit requisite no of prints for preliminary approval and finally requisite sets of prints for distribution.

The Contractor shall submit and get approved the relevant drawings at least 15 days before placing of the orders with manufacturers/suppliers.

The approval of shop drawings, schedule, brochures etcetera by Engineer-in-charge and shall not relieve the Contractor from responsibility for any deviation from drawings or specifications unless he has in writing informed by Engineer-in-charge of such deviations at the time of submission of the drawings nor shall it relieve the Contractor from any responsibility for errors or omissions of any kind in the shop drawings.

10. Materials & Equipment and Approval Thereof

All the materials and equipment shall be of the approved make and design. Unless otherwise called for any approval by Engineer-in-Charge, only the best quality materials and equipment shall be used.

All materials and equipment shall be ISI marked, as applicable, and shall be of the make and design approved by the Engineer-in-charge. Unless otherwise called for, only the best Grade of materials and equipment shall be used. The Contractor shall be responsible for the safe custody of all materials and equipment's till these are taken over by Administrative Department and shall insure them against theft, damage by fire, earth quake etcetera A list of items of materials and equipment, together with a sample of each shall be submitted to the Engineer-in-charge for his approval and shall be kept in the sample box.

All materials used on the Works shall be new and of the approved quality, conforming to the relevant specifications. Prior approval shall be obtained in writing from the Engineer-in-charge for all materials proposed and when approved, sample shall be duly identified and labeled, it shall be deposited with the by Engineer-in-charge/ and shall be kept in the sample room at Site

10.1. Technical Submittals

The Contractor shall submit Technical Submittals for all materials, equipment and machinery for approval in writing of the Engineer-in-charge before placing orders. The material submittals shall comprise of at least the following:

- i. Manufacturer's technical catalogues and brochures giving technical data about performance and other parameters

- ii. Manufacturers drawings / sketches showing construction, dimensional and installation details
- iii. Rating charts and performance curves clarifying rating of equipment proposed.
- iv. The contractor is specifically instructed to propose & use environment friendly construction methods and other new technologies in building construction as per “New & Innovative Technologies 2018” issued by CPWD in 2018.

10.2. Samples, Catalogues, Brochures and Data

Contractor shall submit the samples & catalogue of the material, which are proposed to be used at Site as per the approved makes for obtaining approval of the Engineer-in-charge.

The Contractor shall submit the number of copies, as required, of all brochures / manufacturer's description data, operation manuals with internal complete circuit diagrams and other similar literature while obtaining the approval of product from Engineer-in-charge.

11. Inspection, Testing and Inspection Certificate

- a. The Engineer-in-charge/UPPWD or duly authorized representative shall have at all reasonable times free access to the Contractor/ Manufacturer’s premises or works and shall have the power at all reasonable times to inspect and examine the materials and workmanship of the works during its manufacture or erection, if part of the works is being manufactured or assembled at other premises or works, the Contractor shall obtain permission to inspect as if the works were manufactured or assembled on the Contractor’s own premises or works. Inspection may be made at any stage of manufacture, dispatch or at site at the option of the Engineer-in-charge/UPPWD and the equipment if found unsatisfactory due to bad workmanship or quality, material is liable to be rejected.
- b. All equipment being supplied shall conform to Routine and Type Tests in accordance with relevant IS Codes requirements stipulated under respective sections. Routine and Type Tests shall be carried out at manufacturers’ works/ factories. Expenditure incurred on conducting such tests shall be to the Contractor’s account. Bidder shall submit the routine & type tests reports to Engineer-In-charge.
- c. The Engineer-in-Charge shall inform contractor within fifteen (15) days from the date of inspection or as defined, inform in writing to the Contractor of any objection to any drawings and all or any equipment and workmanship which in his opinion is not in accordance with the Contract. The Contractor shall give due consideration to such objections and make the necessary modifications accordingly.
- d. Before dispatch to site, the contractor shall offer the equipment for inspection at premises of the manufacturer, 15 days in advance and inform Engineer-in-charge about the date of inspection. Subsequently, Engineer-in-charge shall depute its Inspection Engineer(s) for carrying out the inspection at premises of the manufacturer on mutually agreed date(s). Contractor shall invariably depute his representative(s) for witnessing the complete inspection procedure jointly with Inspection Engineer(s) of Engineer-in-charge.
- e. The contractor shall arrange all necessary instruments, tools, tackles and testing facilities free of cost for such inspections. Contractor shall arrange for inspection visit(s) and bear all inspection costs including Inland/ abroad travel

(Air/Rail/Road), lodging and boarding expenses etcetera free of cost for the Inspection Engineer(s) deputed by Engineer-in-charge.

- f. For tests whether at the premises or at the works of the Contractor or of any Sub-Contractor, the Contractor except where otherwise specified shall provide
Free of charge such items as labour, materials, electricity, fuel, water, stores, apparatus and instruments as may be required by Engineer-in-charge or this authorized representative to carry out effectively such tests of the equipment in accordance with the Specification.
- g. The inspection by Engineer-in-charge/ PMC/Authority Engineer and issue of Inspection Certificate thereon shall in no way limit the liabilities and responsibilities of the Contractor in respect of the agreed quality assurance programme forming a part of the Contract.
- h. The UPPWD will have the right of having at his own expenses any other tests(s) of reasonable nature carried out at Contractor's premises or at site or in any other place in addition of aforesaid type and routine tests to satisfy that the material comply with the specifications.
- i. The Employer reserves the right for getting any field tests not specified in respective sections of the technical specification conducted on the completely assembled equipment at site. The testing equipment for these tests shall be provided by the Contractor.
- j. Employer reserves the right to waive off inspection of any equipment, items etcetera at its sole discretion.
- k. Notwithstanding approval of tests or equipment by the by Engineer-in-charge, the Contractor shall be required to perform site tests and prove the correctness of ratings and performance of equipment / machinery and materials supplied and installed by the Contractor as per the Contract specifications and conditions. The Engineer-in-charge shall also have the power to order the material or work to be tested by an independent agency at the Contractor's expense in order to prove soundness & adequacy.

12. Testing and Commissioning

The Contractor shall pay for and arrange without any cost to the Engineer-in-charge, all necessary balancing and testing equipment, instruments, materials, accessories, power, water, fuel and the requisite labour for testing. Any defects in materials and/ or in workmanship detected in the course of testing shall be rectified by the Contractor entirely at his own cost, to the satisfaction of the Engineer-in-charge. The installation shall be retested after rectification of defects and shall be commissioned only after approval by the Engineer-in-charge. All tests shall be carried out in the presence of the Engineer-in-charge or his representative.

13. PACKAGING

All the equipment shall be suitably protected, coated, covered or boxed and crated to prevent damage or deterioration during transit, handling and storage at Site till the time of erection. While packing all the materials, the limitation from the point of view of availability of Railway wagon/truck/trailer sizes in India should be taken account of the Contractor shall be responsible for any loss or damage during transportation, handling and storage due to improper packing. Any demurrage, wharf age and other such charges claimed by the

transporters, railways etcetera shall be to the account of the Contractor. Employer takes no responsibility of the availability of any special packaging/transporting arrangement.

14. TESTS

i. Charging

On completion of erection of the equipment and before charging, each item of the equipment shall be thoroughly cleaned and then inspected jointly by the Engineer-in-charge, UPPWD and the Contractor for correctness and completeness of installation and acceptability for charging, leading to initial pre-commissioning tests at Site. The pre-commissioning tests to be performed as per relevant I.S. given and shall be included in the Contractor's quality assurance programme.

ii. Commissioning Tests

The available instrumentation and control equipment will be used during such tests and the Contractor will calibrate all such measuring equipment and devices as far as practicable. However, unmeasurable parameters shall be taken into account in a reasonable manner by the Contractor for the requirement of these tests. The tests will be conducted at the specified load points and as near the specified cycle condition as practicable. The Contractor will apply proper corrections in calculation, to take into account conditions, which do not correspond to the specified conditions.

All instruments, tools and tackles required for the successful completion of the Commissioning Tests shall be provided by the Contractor, free of cost.

Pre-commissioning test shall be carried out as per relevant IS and/or as specified.

The Contractor shall be responsible for obtaining statutory clearances from the concerned authorities for commissioning of the equipment. Performance Guarantee Certificates for Equipment

All equipment shall be guaranteed against unsatisfactory performance and/or break down for a minimum period of 12 (Twelve) months or as per Technical Specifications or as per OEM, whichever is higher, from the date of handing over of complete work to the Administrative Department. The equipment or component or any other part of installations of found defective within the guarantee period shall be replaced/ repaired by the Contractor free of cost to the satisfaction of the Engineer-in-Charge. The above guarantee and/ or warranty provided by the manufacturer will be submitted along with all the test certificates from manufacturer to Engineer-in- Charge.

15. Completion Drawings (As Built Drawings)

On completion of the work and before issue of certificate of virtual completion, the Contractor shall at his own cost submit to the Engineer-in-charge requisite Sets of layout drawings drawn at the approved scale indicating the actual installations. These drawings shall clearly indicate the complete plant layouts, and piping layouts, location wiring, exact location of all the concealed piping, valves, controls, wiring and other services. The Contractor shall also submit requisite sets of consolidated control diagrams, technical literature on all automatic controls and complete technical literature on all equipment and materials. The Contractor shall mount a set of all

consolidated control diagrams and all piping diagrams/Single Line diagrams in a frame with glass, and display in the plant room.

Also, the contractor shall submit soft copy of 'As Built' drawings (in AutoCAD & PDF format) of the work including write up (trouble shooting, installation, operation and maintenance manual with instructions) incorporating all such changes and modifications during engineering and execution along with warrantee & guarantee certificates from manufacturers. As-Built Drawings for all buildings/ blocks/facilities constructed shall be provided as following:

- a. Single Line diagrams showing all LT Panels, DB, Rising mains etcetera
- b. Routing and locations of Conduits, inspection and junction boxes etcetera
- c. Locations and rating of Light, Power and UPS sockets and switches
- d. Location and details of main & sub distribution boards, distribution boards indicating the circuit number controlled by them
- e. Type of fitting viz. fluorescent, pendants, brackets, bulkhead etcetera, including their rating & type of lamp, fans and exhaust fans
- f. A complete wiring diagram as installed and schematic drawing showing all connections for the complete electrical system
- g. Location of telephone outlets, junction boxes and sizes of various conduits and number & sizes of wire drawn
- h. Layout of Telephone/ LAN/OF C cables
- i. Location of all earthing stations, route and size of all earthing conductors, manholes etcetera
- j. Layout and particulars of cables & sub mains.
- k. Schematic drawing for Telephone & IPABX System
- l. Layout of conduits & locations of for LAN/ Wifi Points
- m. Layout and details of Earthing Network & Lightning protection system including Insulation tests and earth test results
- n. PA System drawings & Fire Alarm Control System Drawings
- ~~o. Cable TV/ Dish Antenna drawings~~
- p. General Arrangement drawings for all Electrical & LV Equipment
- q. Cable route layout of HT, LT, Control cables & other cables
- r. External lighting drawing with road layout
- s. GA & Layout Drawings for Audio Video & Stage Lighting System
- t. Any other drawings/details as per requirements and directions of Engineer-in-charge

16. Checks during Defect Liability Period

During the Defect Liability Period/ Maintenance Period, the Contractor shall monthly check all controls in various areas to ensure that these are functioning satisfactorily. This shall apply to all pressure switches and pressure gauges, contacts, relays, controller switches, high and low pressure cut-outs etcetera

17. Check List

The Contractor shall provide to the UPPWD / Engineer-in-charge, 4 (four) copies of a comprehensive maintenance checklist and shall place a copy of it in the Substations & Plant Room. The checklist shall be a list of each piece of equipment in this Contract, and shall provide a space for each of the next fifty-two weeks to record the maintenance results and status of various equipments during the maintenance period. This list shall be updated every month at the time of inspection. The Contractor shall certify on this check list that he has examined each piece of equipment and that; it is operating as intended in the contract/ by the manufacturer, and that all necessary tests have been performed.

18. Repairs

All equipment that requires repairing shall be immediately serviced and repaired during the maintenance period. All spares/parts and labours shall be furnished by the contractor free of cost.

19. Training of Personnel

The Contractor shall arrange for training of the Administrative Department personnel prior to provisional takeover of the project including for the following:

- a. Telephone Exchange
- b. All other Equipment like pumps, panels etcetera
- c. Adjustment of setting for controls and protective devices
- d. Preventive maintenance
- e. Operation of all electrical panels including their interconnectivity and inter locking scheme
- f. All LV Works
- g. Pumping System
- h. Any other specialized system as executed under this contract

20. Safe Custody and Storage

Safe custody of all machinery and equipment dismantled, shifted & supplied by the Contractor shall be his own responsibility till the final taking over by the Administrative Department. The Contractor should, therefore, employ sufficient staff for watch and ward at his own expenses. UPPWD may, however, allow the Contractor to use the building space for temporary storage of such equipment, if such space is available.

21. Handling, Storing and Installation

- In accordance with the specific installation instructions as shown on manufacturer's drawings or as directed by the Engineer-in-Charge or his representative, the Contractor shall unload, store, erect, install, wire, test and place into commercial use all the equipment included in the contract. Equipment shall be installed in a neat, workmanlike manner so that it is level, plumb, square and properly aligned and oriented.
- Contractor shall follow the unloading and transporting procedure at site, as well as storing, testing and commissioning of the various equipment being

procured by him separately. Contractor shall unload, transport, store, erect, test and commission the equipment as per instructions of the manufacturer's Engineer(s) and shall extend full co-operation to them.

- In case of any doubt/ misunderstanding as to the correct interpretation of manufacturer's drawings or instructions, necessary clarifications shall be obtained from the Engineer-in-Charge. Contractor shall be held responsible for any damage to the equipment consequent for not following manufacturer's drawings/instructions correctly.
- Where assemblies are supplied in more than one section, Contractor shall make all necessary connections between sections. All components shall be protected against damage during unloading, transportation, storage, installation, testing and commissioning. Any equipment damaged due to negligence or careless Ness or otherwise shall be replaced by the Contractor at his own expense.
- The Contractor shall submit to the Engineer-in-Charge every week, a report detailing all the receipts during the week. However, the Contractor shall be solely responsible for any shortages or damages in transit, handling and/or in storage and erection of the equipment at Site. Any demurrage, wharf age and other such charges claimed by the transporters, railways etcetera shall be to the account of the Contractor.
- The Contractor shall be fully responsible for the equipment/material until the same is handed over to the Administrative Department in an operating condition after commissioning. Contractor shall be responsible for the maintenance of the equipment/material while in storage as well as after erection until taken over by Administrative Department, as well as protection of the same against theft, element of nature, corrosion, damages etcetera
- The Contractor shall be responsible for making suitable indoor storage facilities, to store all equipment, which require indoor storage.
- The words 'erection' and 'installation' used in the specification are synonymous.
- Exposed live parts shall be placed high enough above ground to meet the requirements of electrical and other statutory safety codes.
- The minimum phase to earth, phase to phase and section clearance along with other technical parameters for the various voltage levels shall be maintained as per relevant IS codes.

22. Operation and Running of entire system

The contractor shall pay for and arrange for operation & running of entire electrical system and other equipment for a minimum period of one month after satisfactory completion of work as desired by Engineer-in-charge. Cost of operation & running of entire system including required material e.g. Water, electricity, consumables, tools & tackles, requisite manpower etcetera shall be deemed to be included in the contract price and nothing extra shall be paid.

- 23.** Layout of all services, SLD/ P&I diagrams, operating and maintenance instructions, DO's and Don'ts's etcetera for all the Substations, Plant rooms, pump room, control panels etcetera must be provided along with coloured prints at each floor.

Specific Conditions of Contract-HVAC SYSTEM

1. General

The Specific Conditions of the Contract - HVAC System shall be read in conjunction with the Specific Conditions of the Contract-Scope of Work, and, Specific Condition of the Contract-General. In case of variations / deviations, if any, the Specific Conditions of the Contract- HVAC System shall prevail.

2. Scope of Contract

The scope of works to be carried out under this section comprises of Design, Supply, Installation, Testing and Commissioning of Heating, Ventilation and Air- conditioning works as illustrated in Tender Drawings, Schematic Diagram, Design Basis Report, Technical Specifications etcetera

3. Stores and Materials

The contractor shall provide everything necessary for the proper execution of the work according to the intent and meaning of the drawings and specifications etcetera taken together whether the same may or may not be particularly shown or described therein provided that the same can be reasonably inferred therefrom.

4. Supply of Equipment

Equipment shall be strictly as per the list of approved makes/ manufacturers given in the Bid documents subject to approval of the Engineer-in-charge. The Contractor shall submit manufacturer's test certificates of equipment supplied.

5. Shop / Working Drawings etcetera

- 5.1. To achieve the desired parameters/requirements as specified in Design Basis Report/Technical Specifications/Tender Drawings etcetera, the Contractor shall prepare detailed Heat Load Sheets of all rooms/occupancies of Air conditioned areas, CFM sizing of Fans (ventilation/pressurization) & submit to Engineer-in- charge for approval.
- 5.2. Subsequent to approval of the scheme as above, the Contractor shall prepare and submit to the Engineer-in-charge for approval, requisite sets of detailed shop drawings/layouts of various rooms/floors, Plant Room, External Layout. GA drawing of various equipment like Chillers/Cooling Towers /pumps/AHUs /FCUs /Panels along with foundation & other relevant details etcetera, equipment characteristics, pump curves and capacity details of all equipment, accessories and devices etcetera as per specifications shall be submitted well in advance or as required for approval of Engineer-in-charge. The structure works should not be affected due to delay on this account. No claims for extension of time shall be entertained because of any delay in the work due to failure on part of the contractor to produce shop drawings in time.
- 5.3. If the Engineer-in-charge makes any amendment in the above drawings, the Contractor shall supply requisite sets of fresh drawings with the amendments duly incorporated, along with the drawings on which corrections were made. After final approval has been obtained from the Engineer - in- Charge, the Contractor shall submit a further requisite sets of shop drawings for the exclusive use of and retention by the Engineer-in-charge.

- 5.4. Approval of shop drawings shall not be considered as a guarantee of measurement or of building condition. It will in no way relieve the contractor from his responsibility of furnishing materials or performing work as required by the contract.

6. Completion Drawings (As Built Drawings):-

- 6.1. Following "AS BUILT" drawings shall be submitted by the Contractor on completion of the work:
- a. Plant Room/ AHU Room installation drawings giving complete details of the entire equipment including Chillers, Cooling Towers, Pumps, Hot Water Generators, AHU's and their foundations.
 - b. Ducting drawings showing all sizes, damper (Fire/VCD) locations and sizes of all air outlets and intakes, for all floors.
 - c. Electrical drawings showing cable sizes, equipment capacities, control components and control wiring.
 - d. Schematic control drawings giving detailed sequence of operation and notes to explain the operation of the control circuit.
 - e. Piping drawings showing all pipe sizes, valves and fittings etcetera
 - f. Any other drawings to be supplied as per instructions of the Engineer- in-charge.

7. Operation and Service Manuals

- 7.1. The Contractor shall submit requisite sets of operation and service manuals in respect of the air-conditioning plant including salient details of plant including internal circuit diagrams. Following minimum details shall be furnished:
- i. Detailed equipment data as approved by the Engineer-in-charge.
 - ii. Manufacturer's maintenance and operating instruction.
 - iii. Approved test readings.
- 7.2. The Contractor shall also submit requisite sets of technical literature on all automatic controls and complete technical literature on all equipment and materials. The Contractor shall frame under glass, in the Air conditioning plant room all consolidated control diagrams and all piping diagrams.
- 7.3. Coloured Layouts of all electrical lines in A-1 size properly laminated to be fixed at various locations at the time of handing over of building.

8. Inspection at Work / Contractor's Premises

- 8.1. The Engineer-in-Charge/UPPWD or their representatives shall at all reasonable time have free access to the Contractor's premises/works. The Contractor shall give every facility to them and necessary help for inspection and examinations and test of the materials and workmanship.
- 8.2. These representatives shall have full powers to inspect drawings of any portion of the work or examine the materials and workmanship of the plant at the Contractor's works or at any other place from where the material or equipment is to be obtained. Acceptance of any material or equipment shall in no way, relieve the Contractor of his responsibility for meeting the requirement of the specifications.

9. Sub-contracting

The Contractor may sub-contract part of the works with the written approval of the Engineer-in-charge. Sub-contractors as approved by the Engineer - in-Charge shall be appointed for carrying out the entire work of supplying, installation, testing and commissioning of all the equipment covered under this package. However, the overall responsibility for compliance of the Contract lies with the Contractor. The agency/ sub-contractor so chosen shall be got approved from the Engineer-in- charge.

10. Technical Submittals

The Contractor shall submit Technical Submittals for all materials, equipment and machinery for approval in writing of the Engineer-in-charge before placing orders. The material submittals shall comprise of at least the following:

- i. Manufacturer's technical catalogues and brochures, pump curves, Certifications etcetera giving technical data about performance and other parameters.
- ii. Manufacturers drawings / sketches showing construction, dimensional and installation details.
- iii. Rating charts and performance curves clarifying rating of equipment proposed.

11. Samples and Prototypes

The Contractor shall submit samples of items such as grilles/ diffusers, controls and/ or any other parts or equipment as required by the Engineer-in-charge for prior approval in writing before placing the order. The Contractor shall also construct prototype or samples of work as laid down in the Contract or as instructed by the Engineer-in-charge.

12. Testing and Commissioning

- 12.1. Tests on equipment as called for in the specifications shall be carried out by the Contractor in accordance with the specifications, the relevant Bureau of Indian Standard Codes (BIS) and International Standards.
- 12.2. The initial tests shall include but not be limited to the following:
 - i. To operate and check the proper functioning of all electrically operated components viz., compressor motor, pumps, blowers, air handling units, rotating machine, fans, boilers, etcetera
 - ii. To operate and check the proper functioning of all electrical panels, switch gears, safety and other controls
 - iii. To adjust and balance air, water, steam and gas quantities to provide the designed flow rates by adjusting valves, dampers, diverters etcetera
 - iv. To check the systems against leaks in different circuits, alignment of motor, 'V' Belt adjustments etcetera
 - v. To check the vibration and noise levels of the equipment
 - vi. Setting of all control and all such other tests which are essential for smooth functioning of the plant.
- 12.3. The Contractor shall pay for and arrange without any cost, all necessary

Balancing and testing equipment, instruments, materials, accessories, power, water, fuel and the requisite labour for testing. Any defects in materials and/or in workmanship detected in the course of testing shall be rectified by the Contractor entirely at his own cost, to the satisfaction of the Engineer-in-charge. The installation shall be tested again after removal of defects if any and shall be commissioned only after approval by the Engineer-in-charge. All tests shall be carried out in the presence of the Engineer-in-charge or his representative.

13. Provisional Taking Over

After completion of the HVAC system, the same shall be put to a continuous running test for a period of 72 (Seventy Two) hours. All adjustments should be made prior to this test so that proper conditions / working are achieved during this testing. The Contractor shall pay for and arrange at his own cost for materials, accessories, power, water, fuel and the requisite labour for this testing the test readings shall be noted in the Testing format approved by the Engineer-in-charge.

The plant will be provisionally taken over after successful completion of the above test and the defects liability period shall commence after provisional taking over of the system.

14. Final Performance and Capacity Test

In addition to the above testing, final performance and capacity tests shall be carried out on the equipment as per the "Testing Schedules" during the defects liability period as follows:

- i. Peak summer / monsoon test during the period from 15th May to 31st July on the dates decided by Engineer-in-Charge. The installations should be able to maintain the specified inside temperature/conditions within the tolerance limits prescribed in the Contract and the duration of the test shall be 72 hours.
- ii. Peak winter test during the period from 1st December to 15th February on the dates decided by Engineer-in-Charge. The installations should be able to maintain the specified inside temperature within the tolerance limits permitted in the Contract. The duration of the test shall be 72 hours.

All the arrangements required for making the entire system operational /running, for the performance test as above, including cost of manpower, and fuel (Gas etcetera), electricity etcetera will be borne by the Contractor.

- 14.1. After provisional taking over of the plant, Administrative Department shall provide staff for operation. Staff will work under the supervision of the Contractor for proper operation of the plant. This responsibility of the Contractor shall continue till completion of test liabilities with respect to the plant or the maintenance period (twelve months), whichever is later.
- 14.2. The user shall have the right to operate all equipment, if these are in the operating condition if such equipment, have been accepted as complete and satisfactory. Repairs and alterations if required shall be carried out as and when directed by the Engineer-in-Charge. In special circumstances, Employer may request Air conditioning of some areas even before the completion of whole of HVAC work. The Contractor shall co-operate fully under such circumstances.

15. Guarantee and Defects Liability Period

- 15.1. The guarantee of HVAC works shall be valid for a period of 12 (Twelve) months from the date of completion of the project as accepted by Employer. In case the contractor is not able to carry out the seasonal tests (summer/ monsoon & winter) within the stipulated period as mentioned above, the same can be carried out even after defects liability period. The Defect Liability period for HVAC shall be deemed to be extended till satisfactory completion of seasonal tests.

16. Performance Guarantee from Sub-contractor

- 16.1. The Contractor shall submit a performance guarantee certificate from the agency which executed the HVAC work, counter signed by the Contractor that the system shall maintain the desired parameters within tolerance limit of the specified parameters who shall also guarantee that the capacity of various components as well as the whole system covered under the scope of work, technical schedules and requirements etcetera, shall not be less than the specified capacities. The guarantee of the specific equipment supplied alone with regard to the performance of the system shall not be acceptable and overall responsibility of the Contractor for performance of HVAC work & its compliance with the Contract terms and conditions remains unchanged.

17. Maintenance

- 17.1. The Contractor shall carry out routine and special maintenance of the plant and attend to any defects that may arise in operation of the plant during the Defects Liability Period.

- 18. Validation:** -Validation of Classified Areas (such as OTs/ICUs/Labs & other Critical Areas etcetera) shall be in the scope of HVAC contractor & nothing extra will be paid in this regard.

It shall include as follows:-

- Documentation for DQ/IQ/OQ with certificates of all brought items
- Duct leakage testing during duct installation as & when required.
- Air flow velocity test
- Air borne particulate test
- Temperature & RH monitoring test
- Area recovery test
- Room pressure balancing & any other test as required.

19. Painting

All equipment and ancillary items such as pipes, supports etcetera, will be painted in an approved manner, using standard paints as approved by UPPWD/ Engineer-in- charge

20. Safe Custody and Storage

The contractor shall be responsible for safe custody of all machinery and equipment supplied and installed till the final taking over by the Administrative Department.

21. Training of Personnel

The Contractor shall arrange to train the Administrative Department's personnel on the following aspects prior to provisional takeover of the plant:

- a) Operation of plant
- b) Gas charging and pumping down of the system
- c) Adjustments of settings for controls and protective devices
- d) Preventive maintenance
- e) Disassembling and assembling of compressor including identification and

replacement.

22. Operation and Running of entire system

The contractor shall pay for and arrange for operation & running of entire HVAC system for a minimum period of one month after satisfactory completion of installation including testing & commissioning of work as desired by Engineer-in-charge. Cost of operation & running of entire system including required material e.g. consumables, water, electricity, refrigerant, tools & tackles, requisite manpower etcetera shall be deemed to be included in the contract price and nothing extra shall be paid on this account.

Specific Conditions of Contract-GRIHA RATING SYSTEM

1. This Project is to be designed & executed for achieving highest prevailing rating and atleast min. GRIHA 3 star rating Certifications as per latest version stipulated by GRIHA (Green Rating for Integrated Habitat Assessment) Council in respect of the buildings & blocks listed in the Design Basis Report.
2. Accordingly, the contractor is required to adhere to the various environment friendly and GRIHA compliance aspects of construction as well as documentation with respect to use of Materials, Manpower, Machinery and other relevant mandatory requirements. Nothing extra shall be payable over and above the quoted rates as per the financial Bid to comply with such requirements.

3. Certification of Facilities as per GRIHA Standards:

All required services from concept planning to completion, documentation including obtaining certification from GRIHA Secretariat/Council are included in the scope of work. This shall also include Energy Simulation and Modeling, Documentation & Co- ordination with GRIHA Council and obtaining Provisional & Final Certification. The Contractor shall ensure that the Project shall be registered with GRIHA Council after award of work. The Contractor shall be required to incorporate all the necessary provisions required for minimum Three Star GRIHA Rating in the drawings, specifications etcetera & to undertake the necessary documentation and submissions with GRIHA Council accordingly. They will also be required to provide the various services as referred below:

- a. Feasibility:

The Contractor will evaluate the certification levels that may be achieved by the project. The feasibility report will comprise of a report, which will divide the overall points in three categories:

 - i) Points that are already planned, if any,
 - ii) Points which are possible to be planned
 - iii) Points those are not feasible (not applicable) for the project.
- b. All the design and documents prepared for Civil, Structural, MEP, HVAC, and Firefighting Systems etcetera shall be in conformity to GRIHA requirements.
- c. The Contractor, upon award of work, shall ensure registration of the Project with GRIHA Council.
- d. The Contractor shall ensure that the materials are in conformity with the requirements to achieve Minimum Three Star Rating under GRIHA Green Building Rating Systems.
- e. To periodically monitor the parameters set out in the planned score card & suggest remedial measures in case of any shortcomings.
- f. To carry out Building Envelope Analysis, Orientation and Shading Analysis, Day lighting Studies, Energy Modeling, Water Balance Charts etcetera using relevant simulation tools.
- g. Preparation, submission and documentation from initiation till completion

and receipt of required Green Building Rating for the Project which amongst other requirements as per GRIHA shall include collection, compilation & preparation of filled-in templates/documents, under intimation & in co-ordination with Employer, submission of complete compliance documents as required by GRIHA Council in order to get the minimum GRIHA- 3 Star Rating for the Project. This shall also include all required coordination with GRIHA Council etcetera and other relevant statutory bodies inclusive of responding to queries from these offices.

- h. Contractor shall ensure & follow necessary Guidelines, Procedures and formats for records to be maintained (at various stages of the Project) as per requirements of GRIHA Council.
 - i. Contractor should apprise Engineer-in-Charge of the status with regard to implementation of provisions of GRIHA periodically as per the requirements.
 - j. The Contractor shall arrange to get the Energy Audit completed & report prepared through BEE Certified Energy Auditor as per GRIHA norms for obtaining Final GRIHA Certification from GRIHA Council & nothing extra is payable on this account.
 - k. The Contractor shall co-ordinate with GRIHA Council & all other relevant statutory authorities as per requirements and nothing extra is payable on this account. However, the required statutory fee payable to the GRIHA Council /statutory authorities, if any, will be borne by UPPWD. The Contractor shall incur such expenditure after prior approval of Employer who shall pay/ reimburse the same to Contractor on submission of payment receipts and documents towards this expenditure. However, Contractor shall be responsible for all the required coordination and liaisoning work.
 - l. The contractor shall be responsible for carrying out Orientation Workshop, Due Diligence Site Visits etcetera & all expenditures on this account shall be borne by the Contractor.
 - m. Any suggestion/remedy indicated by GRIHA Council shall be the responsibility of the contractor, without any extra cost.
4. The Contractor shall also adhere to the following during construction:
- 4.1. Soil excavation, soil erosion and sedimentation control etcetera:- Proper site management strategies shall be followed on the site to ensure proper material staging, soil spill prevention, soil erosion and sedimentation control. The following strategies are listed below:
 - a) Temporary sedimentation basins shall be made on the lowest possible elevation on site during construction to manage all the storm water generated during rains at the site. Photographs of the sedimentation tank shall be submitted to the Engineer-in-charge.
 - b) Spill prevention and control: Spill prevention and control plans to ensure so as to stop the source of the spill and dispose the contaminated material and hazardous wastes. Hazardous wastes include pesticides, paints, cleaners, and petroleum products.
 - c) Proper construction material staging shall be executed on the site.
 - d) Trenches shall be laid along the periphery of the site to carry the storm water from the various locations on the site to the sedimentation basins.
 - e) During the earth excavation, top soil of 0.20m shall be stacked separately on or near by the site at a maximum height of 0.40m.

- f) Vegetation / mulching of the areas shall be done where the excavated top soil is stacked.
 - g) The soil excavation, particularly during rainy season, shall be done in such a way to minimize site disturbance such as soil pollution due to spillage of construction material and mixing with rainwater.
 - h) The existing vegetation shall be protected by preventing disturbance or damage to specified areas during construction. This will minimize the amount of bare soil exposed to erosive forces. All existing vegetation shall be barricaded on site and marked on a site survey plan.
 - i) Stacked top soil shall be mulched and protected by barricading as stated above and re-laid over pre-designated landscape areas post construction.
 - j) The contractor shall not store /dump construction material or debris on metalled road.
 - k) The contractor shall get prior approval from Engineer-in-Charge for the area where the construction material or debris can be stored beyond the metalled road. This area shall not cause any obstruction to the free flow of traffic/inconvenience to the pedestrians. It should be ensured by the contractor that no accidents occur on account of such permissible.
- 4.2. Proper site management strategies shall be followed on the site to ensure labour safety and sanitation. Some of these are listed below:
- a) Display warning and safety signs all across the site. Also ensure that safety nets and harnesses are provided for construction workers working on higher floors. The walking boards and formwork shall also be stable. Workers shall be provided with safety equipment like safety helmets, jackets, boots and gloves.
 - b) Provide fire extinguishers and barrels of water with bucket tans on the site and sufficient light for workers to work safely at night.
 - c) The Contractor shall provide adequate level of sanitation and safety facilities for construction workers.
 - d) Provide accommodation and amenities for all staff and labours, employed for the purpose of, or in connection with the contract including fencing, water (both for drinking and other uses), electricity, furniture and other such requirements. In case the contractor makes his own arrangement, all such facilities shall be provided in such accommodation. On completion of the contract, such accommodation shall be removed and the site shall be cleared.
 - e) The contractor shall employ an officer on the site concerned solely with the safety and protection of all staff and labour against accidents. The officer shall be qualified and shall have authority to issue instructions and take protective measures to prevent accidents or the contractor may setup a working arrangement with a local practitioner to handle injury in an emergency situation.
 - f) Contractor shall provide PPE (Personal Protective Equipment) like safety shoes, safety belt/harness, Helmets to all workers at site.
 - g) The contractor shall provide mask to every worker working on the construction site and involved loading, unloading and carriage of construction material and construction debris to prevent inhalation of dust particles. The contractor shall provide all medical help, investigation and treatment to the

workers involved in the construction of building and carry of construction material and debris relatable to dust emission.

- h) The contractor shall establish a fully equipped first aid centre on site to deal with accidental injuries and workers health. The first aid box shall be marked with a red cross on a white background.
 - i) The contractor shall not allow an individual to work on site while his ability or alertness is impaired by fatigue, illness or some other cause which might expose him to injury.
- 4.3. Proper site management strategies shall be adopted on the site such as:
- a) Preparation of site:
 - i. Clear vegetation only from the areas where work will start right away.
 - ii. Vegetate/mulch areas where vehicles don't ply.
 - iii. Apply gravel to the area where mulching/paving is impractical.
 - iv. Identify roads on site that would be used for vehicular traffic. Add surface gravel to reduce source of dust emission.
 - v. Limit vehicular speed on site to 10km/hour.
 - b) During Construction and Demolition(C&D):-
 - i. Water shall be sprayed to prevent dust pollution on the following:
 - a. Any dusty materials before transferring, loading and unloading.
 - b. Areas where demolition work is being carried out.
 - c. Areas where excavation or earth-moving activities are to be carried out.
 - d. Arrangements for wheel washing should be made near the entry/exit gates to prevent air pollution.
 - ii. The contractor shall ensure that C&D waste is transported to the C&D dedicated place within the site earmarked for storing and sorting construction waste side only and due record shall be maintained by the contractor.
 - iii. The contractor shall compulsory use of wet jet in grinding and stone cutting.
 - c) The following activities shall be carried out:
 - i. The contractor shall take appropriate protection measures like raising wind breakers of appropriate height on all sides of the plot/area using CGI sheets or plastic and / or other similar material to ensure that no construction material dust fly outside the plot area.
 - ii. The contractor shall ensure that all the trucks or vehicles of any kind which are used for construction purposes / or are carrying construction material like cement, sand and other allied material are fully covered. The contractor shall take every necessary precautions that the vehicles are properly cleaned and dust free to ensure that en- route their destination, the dust, sand or any other particles are not released in air /contaminate air.

- iii. Covering full stockpile of dusty material with impervious sheeting.
 - iv. Transferring, handling/storing dry loose materials like bulk cement, dry pulverized fly ash inside a totally enclosed system.
 - d) Concrete Curing: - Use of gunny bags, ponding for curing purposes. Adding admixtures to concrete which cause a reduction in the water required for curing as per directions of the Engineer-in-charge. Also construct curing tanks on the site for efficient usage of water.
 - e) Efficient use of available water.
 - f) Plan utilities efficiently and optimize on-site circulation efficiency.
 - g) Reduce air and noise pollution due to storage / use of materials and machinery.
 - h) Preservation and protection of landscape during construction.
 - i) Reduction in waste of construction materials.
 - j) Implement recycling programme as far as possible to recycle construction waste materials during construction.
 - k) Suitable arrangement for preventing dust and debris entering duct work and working areas.
 - l) Create physical barriers between work and non-work areas.
 - m) Protection of materials and equipment against moisture dust etcetera
 - n) Keeping work area clean and dry as possible.
 - o) To take safety measures to avoid damage to existing plants and trees.
 - p) The contractor shall comply with all the preventive and protective environmental steps as stated in the MoEF guidelines,2006.
 - q) The contractor shall carry out on road- Inspection for black smoke generating machinery. The contractor shall use cleaner fuel.
 - r) The contractor shall use vehicle having pollution under control certificate. The emissions can be reduced by a large extent by reducing the speed of a vehicle to 20 km.ph. Speed bumps shall be used to ensure speed reduction. In cases where speed reduction cannot effectively reduce fugitive dust, the contractor shall divert traffic to nearby paved areas.
- 4.4. Materials:-
- i. Use of materials which conform to the GRIHA Rating System criteria.
 - ii. Use of low emitting materials, adhesives and sealants to-
 - a) reduce / avoid use of materials, which are irritating and naturally cause health problems to the construction workmen and occupants.
 - b) achieve specified Volatile Organic Compounds (VOC) limits as per the GRIHA requirements.
5. The Contractor shall maintain proper record of all the materials/ equipment procured with respect to their source & specifications with details of their manufacturing and recycled content etcetera and submit along with all supporting documents to the Engineer-In-charge.

6. **Construction Waste Management Plan:**

As already detailed, the broad intent is to avoid materials going to landfills, during construction. It is required to develop a plan to recycle all possible waste generated during construction. Typical items would include land clearing debris, concrete, steel, ductwork, clean dimensional wood, paperboard and plastic used in packing, etcetera

7. **Indoor Air Quality (IAQ) Management plan.**

The HVAC works, in general, shall conform to ECBC 2017. The contractor shall be required to take the specific measures during construction with respect to following main areas of concern:

a. HVAC System Protection:

- When performing construction activities that produce dust, such as drywall sanding, concrete cutting, masonry work, wood sawing or adding insulation, seal off the supply diffusers and return air system openings completely for the duration of the task.
- Shut down and seal off the supply diffusers and return air ducts during any demolition operations
- Till the HVAC system is put into use, seal-off the supply diffusers and return air system openings to prevent the accumulation of dust and debris in the duct system during construction.
- Do not use the mechanical rooms to store construction or waste materials. Keep rooms clean and neat.
- Provide periodic duct inspections during construction; if the ducts become contaminated due to inadequate protection, clean the ducts as per requirements and directions of Engineer-In-Charge

b. Contaminant Source Control:

- i. Use low VOC products as indicated by the specifications to reduce potential problems
- ii. Restrict traffic volume and avoid idling of motor vehicles as their emissions could be drawn into the building
- iii. Utilize electric or natural gas alternatives for gasoline and diesel run equipment where possible and practical. Use low-sulphur diesel in lieu of regular diesel
- iv. Cycle equipment off when not being used or needed
- v. Exhaust pollution sources to the outside with portable fan systems
- vi. Prevent exhaust from re-circulating back into the building
- vii. Keep containers of wet products closed as much as possible. Cover or seal containers of waste materials that can release odour or dust.
- viii. Protect stored on-site or installed absorptive building materials, for instance, Cement, Gypsum / POP etcetera from weather and moisture; wrap with plastic and seal tight to prevent moisture absorption.

c. Pathway Interruption:

- i. Provide dust curtains or temporary enclosures to prevent dust from migrating to other areas, as applicable.

- ii. Locate pollutant sources as far away as possible from supply ducts and areas occupied by workers when feasible. Supply and exhaust systems may have to be shut down or isolated during such activity.
- iii. During construction, isolate areas of work to prevent contamination of clean or occupied areas. Pressure differentials may be utilized to prevent contaminated air from entering clean areas.
- iv. Depending on weather, ventilation using 100% outside air will be used to exhaust contaminated air directly to the outside during use of VOC emitting materials.
- d. Housekeeping:
 - i. Provide regular cleaning concentrating on HVAC equipment and building space to remove contaminants from the building prior to occupancy.
 - ii. All coils, air filters, fans & ducts shall remain clean during installation and, if required, will be cleaned prior to performing the testing, adjusting and balancing of the systems.
 - iii. Suppress and minimize dust with wetting agents or sweeping compounds. Utilize efficient and effective dust collecting methods such as a damp cloth, wet mop, or vacuum with particulate filters, or wet scrubber.
 - iv. Remove accumulations of water inside the building. Protect porous materials such as insulation and ceiling tile from exposure to moisture.
 - v. Thoroughly clean all interior surfaces prior to replacing filters and running HVAC system for system balancing, commissioning and building flush-out.
- e. Scheduling and Construction Activity Sequence:
Schedule high pollution activities that utilize high VOC level products (including paints, sealers, insulation, adhesives, caulking and cleaners) to take place prior to installing highly absorbent materials (such as ceiling tiles, gypsum wall board, fabric furnishings, carpet and insulation, for example)

8 Green Building (GRIHA) provisions for Electrical works and Materials

The Electrical works, in general, shall conform to latest ECBC Norms (i.e. ECBC 2018). Moreover, the contractor shall be required to take the specific measures during construction with respect to following:

- i. All items shall be as per the Green Building provisions and shall adhere to GRIHA Green Building rating system and other Green building standards. This is irrespective of whether the same have been mentioned in the technical specifications or the requirement.
- ii. The vendor to conform during negotiation meetings and before quoting that the MAKE of MATERIAL specified in the e-Tender conforms to Green Building norms and requirements and in case of any queries would clarify during the negotiation meeting. Since we are aiming for the GRIHA 3 Star rating, it is mandated that all products have to be accordingly compliant and if the contractor has not accounted for it in his cost, he WILL NOT be entitled for any further compensation and will have to provide in the same cost.
- iii. Minimum allowable luminous efficacy of all the lamps shall be as per latest ECBC 2018 & NBC2016.

9. Photographs:

During various stages of construction, the photographs shall be taken by

contractor and submitted to the Engineer-In-charge, showing details of specific requirements / measures being taken by the contractor towards above for documentary compliance and records.

10. Contractor shall coordinate with suppliers of various materials and equipment to be procured by him for use in works and provide all required details with respect to their manufacturing facilities; raw materials etcetera as per requirements of GRIHA Certification guidelines. Preference should be given to GRIHA compliant products/ materials.

FORMATS FOR GUARANTEES

GUARANTEE TO BE EXECUTED BY THE CONTRACTOR FOR REMOVAL OF DEFECTS AFTER COMPLETION IN RESPECT OF WATER SUPPLY AND SANITARY INSTALLATIONS

(On a Non- Judicial Stamp Paper of Rs. 100/- (Rupees One hundred Only)

The agreement made this..... Day of Two thousand and between..... S/O..... (hereinafter called the GUARANTOR of the one part) and the (herein after called the UPPWD of the other part). WHEREAS THIS agreement is supplementary to the contract. (Herein after called the Contract) dated and made between the GUARANTOR OF THE ONE PART AND the UPPWD of the other part, whereby the contractor inter alia, undertook to render the work in the said contract recited structurally stable workmanship and use of sound materials.

AND WHEREAS THE GUARANTOR agreed to give a guarantee to the effect that the said work will remain structurally stable and guarantee against faulty workmanship, finishing, manufacturing defects of materials and leakages etcetera

NOW THE GUARANTOR hereby guarantee that work executed by him will remain structurally stable, after the expiry of maintenance period prescribed in the contract for the minimum life of ten years, to be reckoned from the date of completion of work, to be reckoned after the expiry of maintenance period prescribed in the contract.

The decision of the Engineer- in- charge with regard to nature and cause of defects shall be final.

During the period of guarantee the guarantor shall make good all defects to the satisfaction of the Engineer- in- charge calling upon him to rectify the defects, failing which the work shall be got done by the UPPWD by some other contractor at the guarantor's cost and risk. The decision of the Engineer –in-charge as to the cost payable by the Guarantor shall be final and binding.

That if the guarantor fails to make goods all the defects, commits breach there-under then the guarantor will indemnify the Principal and his successor against all loss, damage cost expense or otherwise which may be incurred by him by reason of any default on the part of THE GUARANTOR in performance and observance of this supplementary agreement. As to the amount of loss and/or damage and/or cost incurred by the UPPWD the decision of the Engineer in charge will be final and binding on the parties.

IN WITNESS WEHREOF those presents have been executed by the obligator. Andby for and on behalf of the UPPWD on the day, month and year first above written.

Signed sealed and delivery by OBLIGATOR in the presence of:

- 1.
- 2.

SIGNED FOR AND ON BEHALF OF-----BY in the present of:

- 1.
- 2.

GUARANTEE BOND TO BE EXECUTED BY THE CONTRACTOR FOR ANTI TERMITE TREATMENT.
(On a Non- Judicial Stamp Paper of Rs. 100/- (Rupees One hundred Only)

The agreement made this _____ day of _____ two thousand and _____ between _____ S/o _____ (hereinafter called the GUARANTOR of the one part) and the _____ (hereinafter called the UPPWD of the other part).

WHEREAS this agreement is supplementary to a contract (Herein after called the Contract) dated _____ and made between the GUARANTOR OF THE ONE PART AND the UPPWD of the other part, whereby the contractor inter alia, undertook to render the building and structures in the said contract recited completely Anti Termite proof.

AND WHEREAS GUARANTOR hereby guarantee that the effect that the building and structures will remain completely Anti Termite proof for TEN years, to be reckoned from the date after the expiry of maintenance period prescribed in the contract.

NOW THE GUARANTOR hereby guarantees that Anti Termite treatment given by him under agreement Item No. _____, will render the structure completely Anti Termite proof and the minimum life of such Anti Termite treatment given by him will render the structures completely leak proof and the minimum life of such Anti Termite treatment shall be TEN years, to be reckoned from the date of completion of work.

Provided that THE GUARANTOR shall be not responsible for leakage caused by earth quake or structural defects or misuse of Building or alteration and for such purpose:

- a. misuse of Building shall mean any operation which will Anti Termite treatment to the Building.
- b. Alteration shall mean construction of any addition or construction adjoining to existing Building whereby Anti Termite treatment is removed/damaged in parts;
- c. The decision of the Engineer with regard to nature and cause of defects shall be final.

During this period of guarantee the guarantor shall make good all defects and in case of any defect being found to render the Anti Termite proof treatment of the building to the satisfaction of the Engineer at his cost and shall commence the work for rectification within seven days from the date of issue of the notice from the Engineer calling upon him to rectify the defects failing which the work shall be got done by the UPPWD by some other contractor at the GUARANTORS cost and risk. The decision of the Engineer as to cost, payable by the Guarantor shall be final and binding.

That if the guarantor fails to execute the Anti Termite treatment, or commits breach there-under then the guarantor will indemnify the Principal and his successor against all loss, damage, cost of expenses or otherwise which may be incurred by him by reason of any of any default on the part of the GUARANTOR in performance and observance of this supplementary agreement.

As to the amount of loss and/or cost incurred by the UPPWD on the decision of the Engineer in charge will be final and binding on the parties.

IN WITNESS WHEREOF those presents have been executed by the obligator _____ and by _____ by for and on behalf of _____ on the day, month and year first above written.

Signed sealed and delivered by OBLIGATOR in presence of:

1. _____ 2. _____

SIGNED FOR AND ONBEHALFOF _____ BY _____ In presence of:

1. _____ 2. _____

**GUARANTEE BOND TO BE EXECUTED BY THE CONTRACTOR FOR WATER PROOFING
TREATMENT FOR BASEMENTS.**

(On a Non- Judicial Stamp Paper of Rs. 100/- (Rupees One hundred Only)

The agreement made this _____ day of _____ two thousand and _____ between _____ S/o _____ (hereinafter called the GUARANTOR of the one part) and the----- (hereinafter called the UPPWD of the other part).

WHEREAS this agreement is supplementary to a contract (Herein after called the Contract) dated _____ and made between the GUARANTOR OF THE ONE PART AND the UPPWD of the other part, whereby the contractor inter alia, undertook to render the building and structures in the said contract recited completely water and leak proof.

AND WHEREAS GUARANTOR hereby guarantee that the effect that the building and structures will remain completely water and leak proof for TEN years, to be reckoned from the date after the expiry of maintenance period prescribed in the contract.

NOW THE GUARANTOR hereby guarantees that water proofing treatment given by him under agreement Item No., will render the structure completely leak proof and the minimum life of such water proofing treatment given by him will render the structures completely leak proof and the minimum life of such water proofing treatment shall be TEN years, to be reckoned from the date of completion of work.

Provided that THE GUARANTOR shall be not responsible for leakage caused by earth quake or structural defects or misuse of Basement or alteration and for such purpose:

- a. misuse of basement shall mean any operation which will damage proofing treatment to the basement of the Building.
- b. Alteration shall mean construction of any addition or construction adjoining to existing basement whereby proofing treatment is removed in parts;
- c. The decision of the Engineer with regard to nature and cause of defects shall be final.

During this period of guarantee the guarantor shall make good all defects and in case of any defect being found render the building water proof to the satisfaction of the Engineer at his cost and shall commence the work for rectification within seven days from the date of issue of the notice from the Engineer calling upon him to rectify the defects failing which the work shall be got done by the UPPWD by some other contractor at the GUARANTORS cost and risk. The decision of the Engineer as to cost, payable by the Guarantor shall be final and binding.

That if the guarantor fails to execute the water proofing, or commits breach there-under then the guarantor will indemnify the Principal and his successor against all loss, damage, cost of expenses or otherwise which may be incurred by him by reason of any of any default on the part of the GUARANTOR in performance and observance of this supplementary agreement.

As to the amount of loss and/or cost incurred by the UPPWD on the decision of the Engineer in charge will be final and binding on the parties.

IN WITNESS WHEREOF those presents have been executed by the obligator _____ and by _____ by for and on behalf of----- on the day, month and year first above written.

Signed sealed and delivered by OBLIGATOR in presence of:

1. _____ 2. _____

SIGNED FOR AND ONBEHALFOF -----BY _____ In presence of:

1. _____ 2. _____

**GUARANTEE BOND TO BE EXECUTED BY THE CONTRACTOR FOR WATER PROOFING
TREATMENT FOR ROOF.**

(On a Non- Judicial Stamp Paper of Rs. 100/- (Rupees One hundred Only)

The agreement made this _____ day of _____ two thousand and between _____
S/o _____ (hereinafter called the GUARANTOR of the one part) and the _____
(hereinafter called the UPPWD of the other part).

WHEREAS this agreement is supplementary to a contract (Herein after called the Contract) dated _____ and made between the GUARANTOR OF THE ONE PART AND the UPPWD of the other part, whereby the contractor inter alia, undertook to render the building and structures in the said contract recited completely water and leak proof.

AND WHEREAS GUARANTOR hereby guarantee that the effect that the building and structures will remain completely water and leak proof for TEN years, to be reckoned from the date after the expiry of maintenance period prescribed in the contract.

NOW THE GUARANTOR hereby guarantees that water proofing treatment given by him under agreement Item No....., will render the structure completely leak proof and the minimum life of such water proofing treatment given by him will render the structures completely leak proof and the minimum life of such water proofing treatment shall be TEN years, to be reckoned from the date of completion of work.

Provided that THE GUARANTOR shall be not responsible for leakage caused by earth quake or structural defects or misuse of Basement or alteration and for such purpose:

- a. misuse of roof shall mean any operation which will damage proofing treatment like chopping of fire wood and things of the same nature which might cause damage to the roof of the building.
- b. Alteration shall mean construction of any additional storey or part of the roof or construction adjoining to existing roof whereby proofing treatment is removed in parts;
- c. The decision of the Engineer with regard to nature and cause of defects shall be final.

During this period of guarantee the guarantor shall make good all defects and in case of any defect being found to render the building water proof to the satisfaction of the Engineer at his cost and shall commence the work for rectification within seven days from the date of issue of the notice from the Engineer calling upon him to rectify the defects failing which the work shall be got done by the UPPWD by some other contractor at the GUARANTORS cost and risk. The decision of the Engineer as to cost, payable by the Guarantor shall be final and binding.

That if the guarantor fails to execute the water proofing, or commits breach there-under then the guarantor will indemnify the Principal and his successor against all loss, damage, cost of expenses or otherwise which may be incurred by him by reason of any of any default on the part of the GUARANTOR in performance and observance of this supplementary agreement.

As to the amount of loss and/or cost incurred by the UPPWD on the decision of the Engineer in charge will be final and binding on the parties.

IN WITNESS WHEREOF those presents have been executed by the obligator _____ and by _____ by for and on behalf of _____ on the day, month and year first above written.

Signed sealed and delivered by OBLIGATOR in presence of:

1. _____ 2. _____

SIGNED FOR AND ON BEHALF OF _____ BY _____ In presence of:

1. _____ 2. _____

**GUARANTEE BOND TO BE EXECUTED BY THE CONTRACTOR FOR WATER PROOFING
TREATMENT (UNDER FLOORS).**

(On a Non- Judicial Stamp Paper of Rs. 100/- (Rupees One hundred Only)

The agreement made this _____ day of _____ two thousand and _____ between _____ S/o _____ (hereinafter called the GUARANTOR of the one part) and the _____ (hereinafter called the UPPWD of the other part).

WHEREAS this agreement is supplementary to a contract (Herein after called the Contract) dated _____ and made between the GUARANTOR OF THE ONE PART AND the UPPWD of the other part, whereby the contractor inter alia, undertook to render the toilets, terraces and such related areas of the building in the said contract recited completely water and leak proof.

AND WHEREAS GUARANTOR hereby guarantee that the effect that the said toilets, terraces and such related areas will remain completely water and leak proof for TEN years, to be reckoned from the date after the expiry of maintenance period prescribed in the contract.

NOW THE GUARANTOR hereby guarantees that water proofing treatment under the floors in toilets, terraces and such related areas given by him under the contract, will render the areas completely water and leak proof and the minimum life of such water proofing treatment shall be TEN years, to be reckoned from the date of completion of work i.e. to be reckoned from the date after the expiry of maintenance period prescribed in the contract.

Provided that THE GUARANTOR shall be not responsible for leakage caused by earth quake or structural defects or misuse of floors or alteration and for such purpose:

- a. misuse of such floors shall mean any operation which will damage proofing treatment and things of the same nature which might cause damage to the such floors of the building.
- b. Alteration shall mean construction of any addition or construction adjoining to existing such floors whereby proofing treatment is removed in parts;
- c. The decision of the Engineer with regard to nature and cause of defects shall be final.

During this period of guarantee the guarantor shall make good all defects and in case of any defect being found to render the building water proof to the satisfaction of the Engineer at his cost and shall commence the work for rectification within seven days from the date of issue of the notice from the Engineer calling upon him to rectify the defects failing which the work shall be got done by the UPPWD by some other contractor at the GUARANTORS cost and risk. The decision of the Engineer as to cost, payable by the Guarantor shall be final and binding.

That if the guarantor fails to execute the water proofing, or commits breach there-under then the guarantor will indemnify the Principal and his successor against all loss, damage, cost of expenses or otherwise which may be incurred by him by reason of any of any default on the part of the GUARANTOR in performance and observance of this supplementary agreement.

As to the amount of loss and/or cost incurred by the UPPWD on the decision of the Engineer in charge will be final and binding on the parties.

IN WITNESS WHEREOF those presents have been executed by the obligator _____ and by _____ by for and on behalf of _____ on the day, month and year first above written.

Signed sealed and delivered by OBLIGATOR in presence of:

1. _____ 2. _____

SIGNED FOR AND ONBEHALFOF _____ BY _____ In presence of:

1. _____ 2. _____

**GUARANTEE BOND TO BE EXECUTED BY THE CONTRACTOR IN
RESPECT OF ALUMINIUM WORKS.**

(On a Non- Judicial Stamp Paper of Rs. 100/- (Rupees One hundred Only)

The agreement made this _____ day of _____ two thousand and _____ between _____ S/o _____ (hereinafter called the GUARANTOR of the one part) and the _____ (hereinafter called the UPPWD of the other part).

WHEREAS this agreement is supplementary to a contract (Herein after called the Contract) dated _____ and made between the GUARANTOR OF THE ONE PART AND the UPPWD of the other part, whereby the contractor inter alia, undertook to render the Aluminum Works in the said contract recited safe against water leakage, unsound material and workmanship and defective anodizing etcetera

AND Whereas GUARANTOR agreed to give a guarantee to the effect that the Aluminum Work will remain safe against water leakage, unsound material and workmanship and defective anodizing for TEN years from the date of completion of work, to be reckoned from the date after the expiry of maintenance period prescribed in the contract.

NOW THE GUARANTOR hereby guarantees that the Aluminum Works executed by him will remain safe against water leakage, unsound material and workmanship and defective anodizing for TWO years from the date of completion of work, to be reckoned from the date after the expiry of maintenance period prescribed in the contract.

Provided that the guarantor shall not be responsible for any damage caused by earth quake or misuse of the Aluminum Work or alteration and for such purpose:

- a. misuse of the Aluminum Work shall mean any operation which will damage the Aluminum Work executed by him;
- b. Alteration shall mean construction of an addition to the Aluminum Work executed by him or part thereof or construction adjoining to the existing Aluminum Work whereby the Aluminum Work is likely to be effected/damaged;
- c. The decision of the Engineer with regard to nature and cause of defects shall be final.

During this period of guarantee the guarantor shall make good all defects and in case of any defect being found to render the Aluminum Work to the satisfaction of the Engineer at his cost and shall commence the work for rectification within seven days from the date of issue of the notice from the Engineer calling upon him to rectify the defects failing which the work shall be got done by the UPPWD by some other contractor at the GUARANTORS cost and risk. The decision of the Engineer as to cost, payable by the Guarantor shall be final and binding.

That if the guarantor fails to execute the water proofing, or commits breach there-under then the guarantor will indemnify the Principal and his successor against all loss, damage, cost of expenses or otherwise which may be incurred by him by reason of any of any default on the part of the GUARANTOR in performance and observance of this supplementary agreement. As to the amount of loss and/or cost incurred by the UPPWD on the decision of the Engineer in charge will be final and binding on the parties.

IN WITNESS WHEREOF those presents have been executed by the obligator _____ and by _____ by for and on behalf of _____ on the day, month and year first above written.

Signed sealed and delivered by OBLIGATOR in presence of:

1. _____ 2. _____

SIGNED FOR AND ONBEHALFOF _____ BY _____ In presence of:

1. _____ 2. _____

GUARANTEE BOND TO BE EXECUTED BY THE CONTRACTOR IN RESPECT OF STRUCTURAL GLAZING/ CURTAIN WALL SYSTEM/WORKS.

(On a Non- Judicial Stamp Paper of Rs. 100/- (Rupees One hundred Only)

The agreement made this _____ day of _____ two thousand and _____ between _____ S/o _____ (hereinafter called the GUARANTOR of the one part) and the _____ (hereinafter called the UPPWD of the other part).

WHEREAS this agreement is supplementary to a contract (Herein after called the Contract) dated _____ and made between the GUARANTOR OF THE ONE PART AND the UPPWD of the other part, whereby the contractor inter alia, undertook to render the Structural Glazing / Curtain Wall System/ work under agreement Item No _____ safe against water leakage, unsound material and workmanship and defective anodizing etcetera

AND Whereas GUARANTOR agreed to give a guarantee to the effect that the Structural Glazing/ Curtain Wall System/Work will remain safe against water leakage, unsound material and workmanship and defective anodizing for FIVE years from the date of completion of work, to be reckoned from the date after the expiry of maintenance period prescribed in the contract.

NOW THE GUARANTOR hereby guarantees that the Structural Glazing/ Curtain Wall System /Work executed by him will remain safe against water leakage, unsound material and workmanship and defective anodizing for FIVE years from the date of completion of work, to be reckoned from the date after the expiry of maintenance period prescribed in the contract.

Provided that the guarantor shall not be responsible for any damage caused by earth quake or misuse of the Structural / Curtain Wall System/ Work or alteration and for such purpose:

- a. misuse of the Structural Glazing / Curtain Wall System /Work shall mean any operation which will damage the Structural Glazing / Curtain Wall System /Work executed by him;
- b. Alteration shall mean construction of an addition to the Structural Glazing / Curtain Wall System Work executed by him or part thereof or construction adjoining to the existing Structural Glazing / Curtain Wall System / Work whereby the Structural Glazing / Curtain Wall System/Work is likely to be effected/damaged;
- c. The decision of the Engineer with regard to nature and cause of defects shall be final.

During this period of guarantee, the guarantor shall make good all defects and in case of any defect being found to render the Structural Glazing / Curtain Wall System /Work to the satisfaction of the Engineer-in- Charge at his cost and shall commence the work for rectification within seven days from the date of issue of the notice from the Engineer calling upon him to rectify the defects failing which the work shall be got done by the UPPWD by some other contractor at the GUARANTORS cost and risk. The decision of the Engineer as to cost, payable by the Guarantor shall be final and binding.

That if Guarantor fails to rectify the Structural Glazing / Curtain Wall System /work or commits breach there under then the Guarantor will indemnify the Principal and his successors against all loss, damage, cost, expense or otherwise which may be incurred by him by reason of any default on the part of the Guarantor in performance and observance of the supplementary agreement. As to the amount of loss and/ or damage and/or cost incurred by UPPWD, the decision of Engineer will be final and binding on the parties.

IN WITNESS WHEREOF those presents have been executed by the obligator _____ and by _____ by for and on behalf of _____ on the day, month and year first above written.

Signed sealed and delivered by OBLIGATOR in presence of:

1. _____ 2. _____

SIGNED FOR AND ON BEHALF OF _____ BY _____ In presence of:

1. _____ 2. _____

**GUARANTEE BOND TO BE EXECUTED BY THE CONTRACTOR IN
RESPECT OF SEISMIC/ MECHANICAL JOINT WORKS.
(On a Non- Judicial Stamp Paper of Rs. 100/- (Rupees One hundred Only)**

The agreement made this day of _____ two thousand and between S/o _____ (hereinafter called the GUARANTOR of the one part) and the ----- (hereinafter called the UPPWD of the other part).

WHEREAS this agreement is supplementary to a contract (Herein after called the Contract) dated _____ and made between the GUARANTOR OF THE ONE PART AND the UPPWD of the other part, whereby the contractor inter alia, undertook to render the Seismic/ Mechanical Joint System/Work under agreement Item No _____ in the said contract recited safe against water leakage, unsound material and workmanship and defective anodizing etcetera.

AND Whereas GUARANTOR agreed to give a guarantee to the effect that the Seismic/ Mechanical Joint System/Work will remain safe against water leakage, unsound material and workmanship and defective anodizing for TEN years from the date of completion of work, to be reckoned from the date after the expiry of maintenance period prescribed in the contract.

NOW THE GUARANTOR hereby guarantees that the Seismic/ Mechanical Joint System/Works executed by him will remain safe against water leakage, unsound material and workmanship and defective anodizing for TWO years from the date of completion of work, to be reckoned from the date after the expiry of maintenance period prescribed in the contract.

Provided that the guarantor shall not be responsible for any damage caused by earth quake or misuse of the Seismic/ Mechanical Joint System/Work or alteration and for such purpose:

- a. misuse of the Seismic/ Mechanical Joint System/Work mean any operation which will damage the Aluminum Work executed by him;
- b. Alteration shall mean construction of an addition to the Seismic/ Mechanical Joint System/Work executed by him or part thereof or construction adjoining to the existing Seismic/ Mechanical Joint System/Work where by the Seismic/ Mechanical Joint System/Work is likely to be effected/damaged;
- c. The decision of the Engineer with regard to nature and cause of defects shall be final.

During this period of guarantee, the guarantor shall make good all defects and in case of any defect being found to render the Seismic/ Mechanical Joint System/Work non-functional to the satisfaction of the Engineer at his cost and shall commence the work for rectification within seven days from the date of issue of the notice from the Engineer –in-charge calling upon him to rectify the defects failing which the work shall be got done by the UPPWD by some other contractor at the GUARANTORS cost and risk. The decision of the Engineer as to cost, payable by the Guarantor shall be final and binding.

That if the guarantor fails to execute the Seismic/ Mechanical Joint System/Work, or commits breach there- under then the guarantor will indemnify the Principal and his successor against all loss, damage, cost of expenses or otherwise which may be incurred by him by reason of any of any default on the part of the GUARANTOR in performance and observance of this supplementary agreement. As to the amount of loss and/or cost incurred by the UPPWD on the decision of the Engineer in charge will be final and binding on the parties.

IN WITNESS WHEREOF those presents have been executed by the obligator _____ and by _____ by for and on behalf of ----- on the day, month and year first above written.

Signed sealed and delivered by OBLIGATOR in presence of:

1. _____ 2. _____

SIGNED FOR AND ON BEHALF OF ----- BY _____ In presence of:

1. _____ 2. _____

END OF VOLUME 3