



REQUEST FOR PROPOSAL (RFP)
FOR
CONSTRUCTION OF RCC DRAIN FROM MOHALLA DULI
INTERSECTION TO SADAR BAZAAR AND PT. DEENDAYAL
UPADHYAY MARG TIRAHA EXISTING CIRCULAR ROAD DRAIN,
FIROZABAD.

Issued by:
Firozabad Municipal Corporation
Nagar Palika Market, 26, Agra Rd, Chandra Paliwal Market, Company Bagh,
Arya Nagar, Firozabad, Uttar Pradesh – 283203

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DISCLAIMER

This Request for Proposal (RFP) is issued by Firozabad Municipal Corporation (FMC) for the Construction of RCC Drain from from Mohalla Duli intersection to Sadar Bazaar and Pt. Deendayal Upadhyay Marg Tiraha existing circular road drain, Firozabad. The information provided in this RFP is intended to assist interested bidders in preparing and submitting their proposals. While reasonable care has been taken in the preparation of this document, FMC does not make any representation or warranty, express or implied, as to the accuracy, adequacy, or completeness of the information contained herein.

Bidders are advised to independently verify all information, including site conditions, alignment, levels, utilities, and local constraints, before submission of their bids. FMC shall not be responsible for any interpretation or conclusions drawn by the bidders.

FMC reserves the right to amend, modify, cancel, or withdraw this RFP, in whole or in part, at any stage without assigning any reason whatsoever. FMC also reserves the right to accept or reject any or all bids without incurring any liability to the affected bidders.

The submission of a bid shall be deemed to have been made after careful study and full understanding of the terms, conditions, and implications of this RFP.

VOLUME – I

NOTICE INVITING TENDER & INFORMATION FOR BIDDERS

1. NOTICE INVITING TENDER (NIT)

Applicants can download the RFP document from the website <https://etender.up.nic.in/nicgep/app> and submit their response on eProcurement System Government of Uttar Pradesh in the English language as per formats provided Annexure of the document

The key dates and information for the Project are as below:

Sl. No.	Title	Description
1.	Name of the work	RFP for Construction of RCC drain from Mohalla Duli intersection to Sadar Bazaar and Pt. Deendayal Upadhyay Marg Tiraha existing circular road drain, Firozabad.
2.	Estimated Project Cost	INR 8,85,07,000/- (inclusive of GST)
3.	Time Period of Contract	06 Months from the date of issue of Work Order
4.	Mode of Bid Submission	Online through e-procurement system https://etender.up.nic.in
5.	Type of Contract	Percentage Rate contract
6.	Tender Fee	INR 41,300/- (inclusive of GST @ 18%) through RTGS/NEFT only (non-refundable)
7.	EMD/Bid Security	INR 15,00,500/- (Refundable through FDR / NEFT / RTGS / Internet Banking only)
8.	Validity of the Bid	120 days from the bid due date
9.	Bank details	Name: Nagar Nigam Firozabad IFSC Code: PUNB0038210 Account No.: 03822011009820
10.	Last date of receiving queries	<u>9/6/2026</u> - 5:00 PM
11.	Last Date & Time for Submission of Tender online	<u>25/6/2026</u> - 2:00 PM
12.	Date & Time of Bid Opening (Technical Bid)	<u>25/6/2026</u> - 4:00 PM
13.	Opening of Financial Bids	To be communicated
14.	Contact details for clarification	Executive Engineer Firozabad Municipal Corporation Email: nagarnigamfzd@gmail.com
15.	Address for submission of RFP	https://etender.up.nic.in


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Sl. No.	Title	Description
16.	Method of Selection	Lowest Bidder (L1) shall be selected
17.	Proposal Language	English
18.	MSME/Start-Up exemption	Not Allowed
19.	JV/Consortium	Not allowed
20.	Sub-Contracting	Not allowed

2. INFORMATION FOR BIDDERS (IFB)

Detailed instructions & documents to be furnished for online bidding:

1. **PARTICIPATING IN THE BID IN THE E-PROCUREMENT PORTAL:** The Bidder intending to participate in the bid is required to register in the Portal with some information about the firm. This is a onetime activity for registering in Portal. During registration, the contractor must attach a Digital Signature Certificate (DSC) to his / her unique user ID. The DSC used must be of appropriate class issued from a registered Certifying Authority such as n-Code solutions CA, Safe script, TCS, MTNL, IDRBT, E-Mudhra etc.
 - a) To log on to the portal the Bidder is required to type his/her username and password.
 - b) The system will again ask to select the DSC and confirm it with the password of DSC. For each login, a user's DSC will be validated against its date of validity and against the Certificate Revocation List (CRL) of respective CAs stored in system database. The system checks the unique ID, password and DSC combination and authenticates the login process for use of portal.
 - c) The tender documents uploaded by the Tender Inviting Officer in the website 'e'- procurement portal <https://etender.up.nic.in> will appear in the section of "Upcoming Tender" before the due date of tender sale. Once the due date has arrived, the tender will move to "Active Tender" Section of the homepage. Only a small notification will be published in the newspaper specifying the work details along with mention of the specific website for details. The publication of the tender will be for specific period till the last date of submission of proposals as mentioned in the 'Invitation for Bid' after which the same will be removed from the list of Active tenders. Any bidder can view or download the bid documents from the web site.
 - d) If the software application has the provision of payment of cost of tender document through payment gateways of authorized bankers by directly debiting the account of the bidders, bidders will be required to avail on-line payment. Furnishing scanned copy of such documents is mandatory along with the


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tender documents otherwise his/her bid shall be declared as nonresponsive and thus liable for rejection.

- 1.1. In the case of any failure, malfunction, or breakdown of the electronic system used during the e-procurement process, the tender inviting officer shall not accept any responsibility for failures or breakdowns other than in those systems strictly within their own control.
- 1.2. Any third party/company/person under a service contract for operation of e-procurement system in the State or his/their subsidiaries or their parent companies shall be ineligible to participate in the procurement processes that are undertaken through the e-procurement system irrespective of who operates the system.
- 1.3. For submission of Proposals through the E-Procurement Portal, the bidder shall upload the scanned copy/copies of document in prescribed format wherever warranted in support of eligibility criteria and qualification information. The on-line bidder shall have to produce the original documents in support of the scanned copies and statements uploaded in the portal before the specified date as per NIT.
- 1.4. The Officer inviting the bid / Engineer-in-Charge will clarify queries on the Contract Data on requisition by the intending Bidder. The bidder may ask question in the e-procurement portal using his DSC; provided the questions are raised before the date mentioned in the home page under critical dates.
- 1.5. The proposals uploaded by the Tender Inviting Officer may consist of conceptual drawings or typical sections of the project. Bidder may download these drawings and take out the print for detail study. The bidder is required to download all the documents including the drawings for preparation of his bid. It is not necessary for the part of the Bidder to upload the drawings other Bid documents (after signing) while uploading his bid. He is required to upload documents related to his eligibility criteria and qualification information and Bill of Quantities duly filled in. It is assumed that while participating in the bid, the bidder has referred all the drawings and documents uploaded by the Officer Inviting the Bid. Seeking any revision of rates or backing out of the bid claiming for not having referred to any or all documents provided in the Bid by the Officer Inviting the Bid will be construed as plea to disrupt the bidding process and in such cases the bid security shall be forfeited.
- 1.6. Any corrigendum issued shall be part of the bidding documents and shall be notified on the website <https://etender.up.nic.in>
- 1.7. All the volumes/documents shall be provided in the portal by the Officer inviting the bid. The bidder shall carefully go through the document and prepare the required documents and upload the scanned documents in Portable Document


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Format to the portal in the designated locations of Technical Bid. Submission of documents shall be affected by using DSC of appropriate class.

2. Bids will be opened online as per time schedule mentioned in the NIT of the RFP.
3. Bidders should be ready with the scanned copies of cost of documents & bid security as specified in the tender document. Before submission of bids online, bidders must ensure that scanned copies of all the necessary documents have been attached with the bid.
4. Bidders should produce original Demand Draft /Bank Guarantee towards tender fee & bid security as mentioned in NIT to the FMC, Firozabad office during the period & time as mentioned in the IFB, failing which bid will not be accepted. The details of cost of documents, bid security specified in the tender documents should be the same as submitted online (scanned copies), otherwise bid will summarily be rejected.
5. The Department will not be responsible for delay in online submission of bids due to any reason, whatsoever.
6. All required information for bid must be filled and submitted online.
7. Other details can be seen in the bid documents.
8. Only online withdrawal or modification of bids, if any, in pursuance of relevant clauses of the SBD is acceptable.
9. Details of documents to be furnished for online bidding:
(Scanned copies of the following documents to be up-loaded in pdf format on the website <https://etender.up.nic.in> in technical bid folder).
 - a) Tender fee
 - b) Bid security in the form specified in RFP.
 - c) Qualification requirement of the bidder information and supporting documents, as specified in RFP
 - d) Certificates, undertakings, affidavits as specified in RFP.
 - e) Undertakings that the bid shall remain valid for the period specified in RFP.
10. Uploaded documents of successful bidder will be verified with the original before signing of the agreement. The successful bidder should provide the originals to the concerned authority on receipt of such a letter in this regard, which will be sent through registered post or speed post or by e-mail or delivered by hand.
11. Each uploading shall be digitally signed by the bidder.


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12. Bidders in order to participate in the bidding process have to get 'Digital Signature Certificate (DSC)' as per Information Technology Act-2000 to participate in online bidding. This certificate will be required for digitally signing the bid
13. The RFP document shall form part of Contract Agreement. The bidder should download all pages of the RFP document and must sign all pages (authorized signatory of the Contract agency) before uploading the RFP document in the <https://etender.up.nic.in> portal.

3. TERMS OF REFERENCE

3.1. Introduction of the Project

A Water Drainage Plan is being prepared as Letter No. -1226/2025-26 by the Executive Engineer FMC under the State Smart City Scheme for Water Drainage to develop a sustainable, well-planned, integrated and coordinated system of drainage in urban areas. Municipal corporations will be eligible under this project first. It is mandatory for any project acquired through any medium to be consistent with the conditions of the State Smart City Scheme.

The natural drainage system in the city is under threat now and the problem of flooding, during rainy season, is worsening with time due to non-availability of properly engineered -water drainage infrastructures. The problems are exacerbated due to encroachment and rampant dumping of garbage & solid waste in the drains on one hand and absence of preventive maintenance or enforcement of laws on the other hand. The existing water collection network in this city mainly serves as a combined system for sewage as well as -water runoff. Augmentation and rehabilitation including separation of water from sewage imposes highest level of challenges for municipal engineers and to financial resources.

As cities continue to grow and urbanize, effective management of water drainage has become a critical component of sustainable urban development. Inadequate drainage systems can lead to flooding, water pollution, and damage to infrastructure, posing significant risks to public health, safety, and economic stability.

The State Smart City Scheme for Water Drainage aims to provide a comprehensive and sustainable solution for managing water drainage in Firozabad. This plan integrates technical, environmental, and social considerations to ensure a resilient, adaptable, and environmentally conscious drainage system. The plan will address the following key objectives:

- i. Flood mitigation: Reduce the risk of flooding and associate damages to infrastructure and property.
- ii. Water quality improvement: Protect receiving water bodies from pollution and ensure compliance with environmental regulations.
- iii. Urban livability: Enhance the quality of life for citizens by providing safe, healthy, and aesthetically pleasing urban environments.
- iv. Climate change resilience: Develop a drainage system that can adapt to the impacts of climate change, including increased precipitation intensity and frequency.


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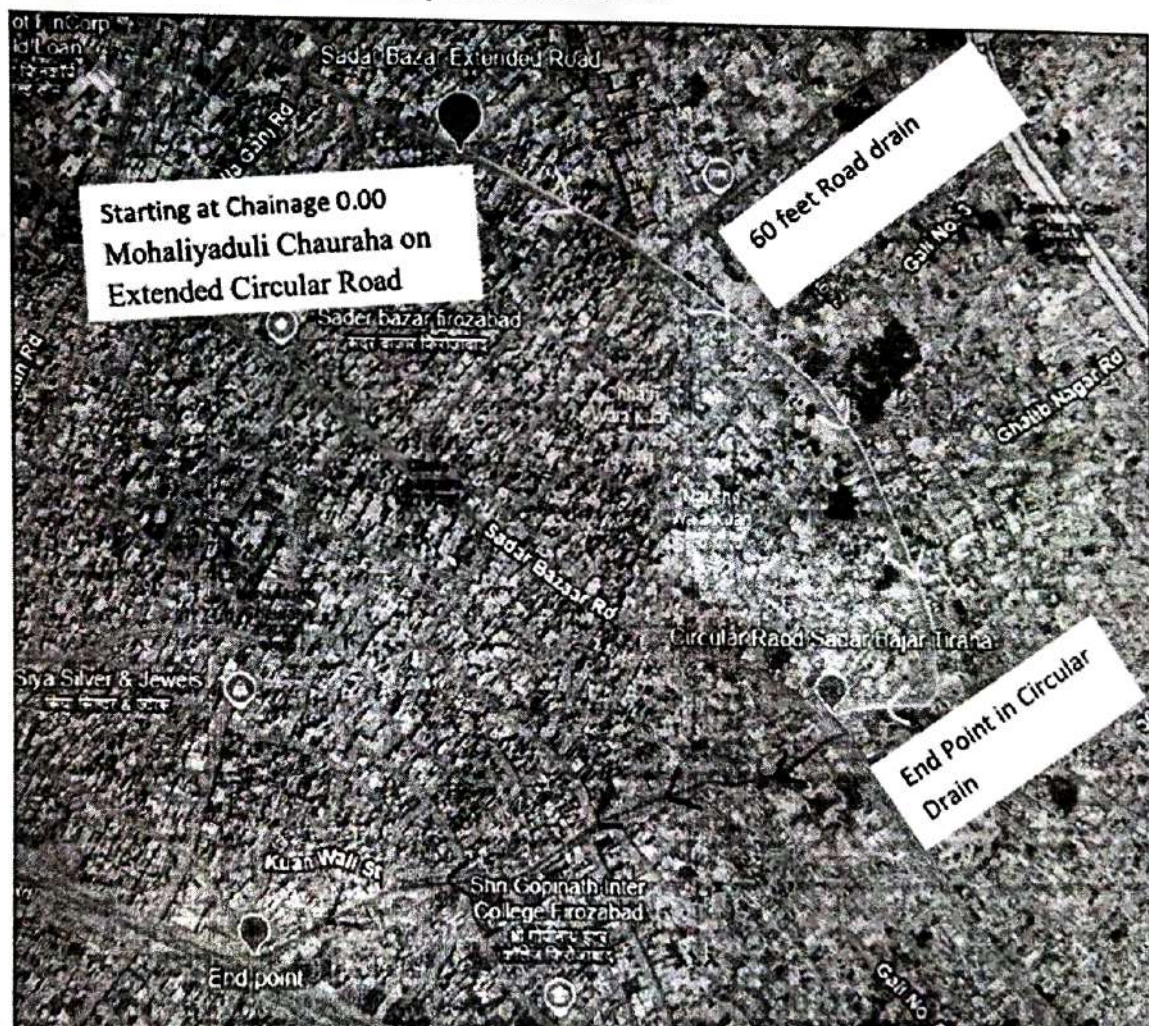
This plan will serve as a guided document for the development of a sustainable, efficient, and effective water drainage system, ensuring the long-term prosperity and well-being of Firozabad.

3.2. Project Description

A Water Drainage Plan is being prepared by the FMC under the State Smart City Scheme for Water Drainage to develop a sustainable, well-planned, integrated and coordinated system of drainage in FMC.

The natural drainage system in the city is under threat now and the problem of flooding, during rainy season, is worsening with time due to non-availability of properly engineered water drainage infrastructures. The problems are exacerbated due to encroachment and rampant dumping of garbage & solid waste in the drains on one hand and absence of preventive maintenance or enforcement of laws on the other hand. The existing water collection network in this city mainly serves as a combined system for sewage as well as water runoff. Augmentation and rehabilitation including separation of water from sewage imposes highest level of challenges for municipal engineers and to financial resources

3.3. Location Details of Proposed Structures



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Fig 1- Major Drain Location on Google Map

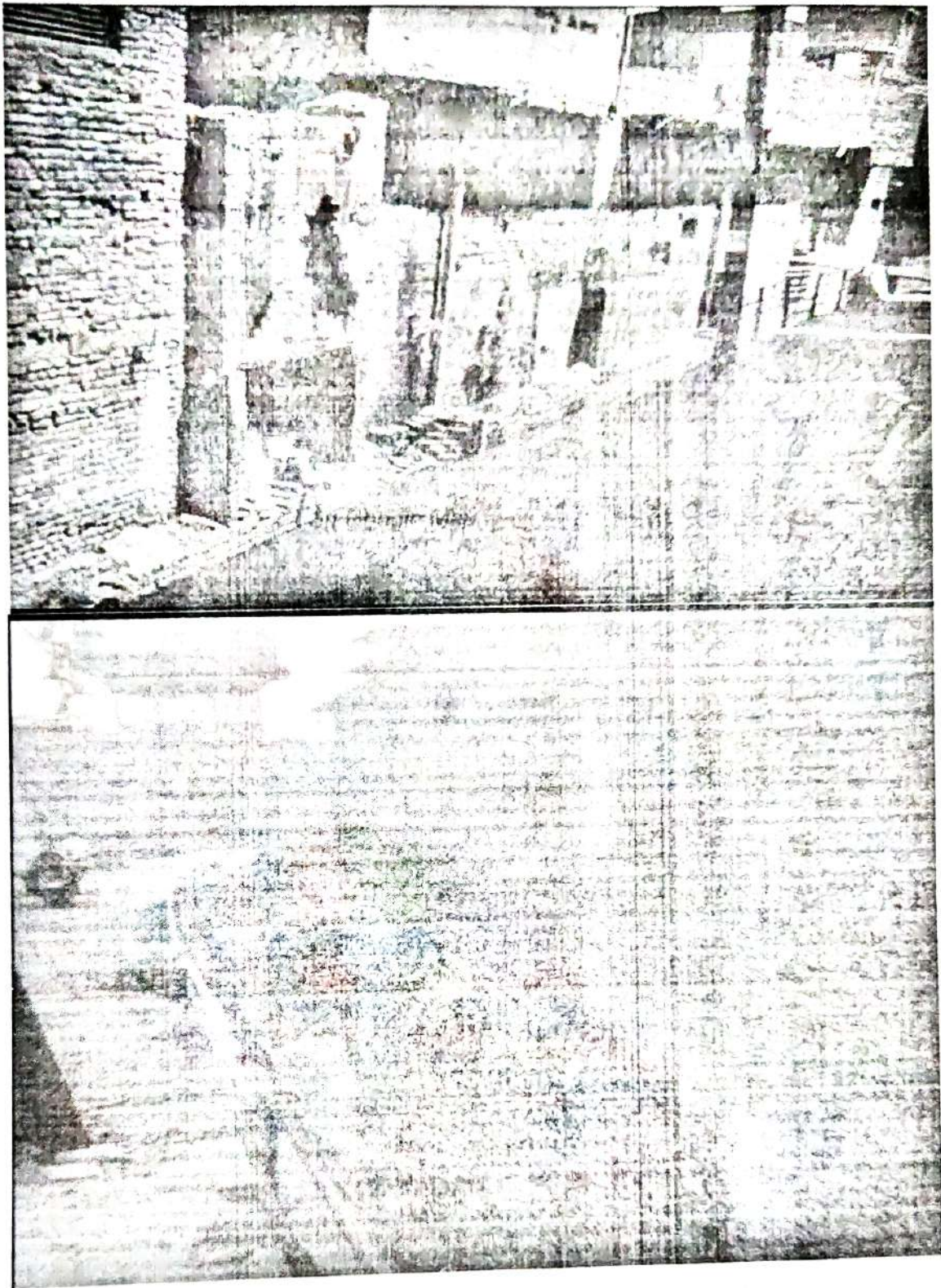



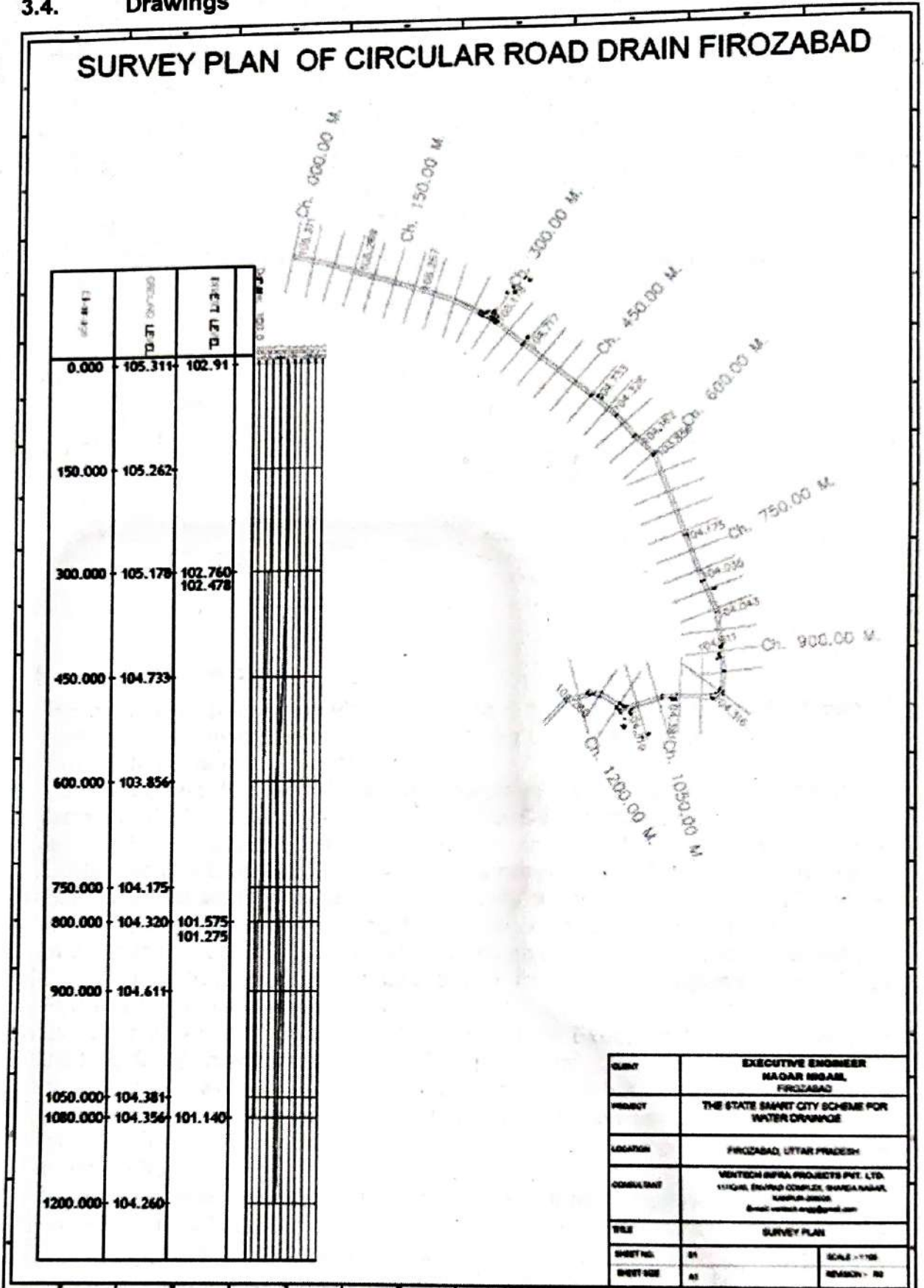
Fig 2- Existing site Location


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3.4. Drawings



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- which the bid shall be rejected. Bidder has to submit Demand Draft/Bank Guarantee, Power of Attorney, Undertaking Certificate in Original.
- g) The work shall have to be completed in time, failing which penalty for non-completion of work in time shall be imposed, as stated in the Bid Document.
 - h) Bidders who have rescinded contracts in any department / PSU shall not be eligible to participate in the bidding process. Bidders shall provide their Banker's contact details, so that FMC can contact the Bank, if required.
 - i) If any work is awarded to a bidder after submission of bid to FMC, his bid capacity shall be reduced by that bid amount as indicated in Volume-III of RFP.


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VOLUME – II

INSTRUCTION TO BIDDERS (ITB)

1. General Information

1.1 Scope of Work

The scope of work under this project includes the construction of an RCC (Reinforced Cement Concrete) drain from Mohalla Duli intersection to Sadar Bazaar and Pt. Deendayal Upadhyay Marg Tiraha existing circular road drain, Firozabad, along with all associated civil and allied works required for proper stormwater management. The selected Contractor shall be responsible for the following:

i. Site Preparation & Preliminary Activities

- Site survey, setting out, and alignment marking as per approved drawings.
- Clearing of site, removal of debris, obstructions, and vegetation.
- Shifting/protection of existing utilities, if required, in coordination with concerned authorities.

ii. Earthwork & Foundation

- Excavation for drain as per design levels and sections.
- Dressing, leveling, and preparation of foundation bed.
- Dewatering, if required, to ensure proper construction conditions.

iii. RCC Drain Construction

- Construction of RCC drain including base slab, side walls, and cover slabs (if applicable) as per approved design and specifications.
- Providing reinforcement steel, shuttering, concreting, curing, and finishing.
- Ensuring proper gradient for smooth flow of stormwater.

iv. Ancillary & Allied Works

- Construction of inlet/outlet structures and connection with the existing Circular Road drain.
- Provision of manholes/inspection chambers at required intervals.
- Installation of precast RCC covers/gratings where specified.
- Road cutting, restoration, and reinstatement of affected surfaces (roads, pavements, etc.).

v. Quality Control & Safety

- Use of materials conforming to relevant IS codes and specifications.
- Conducting required quality tests for materials and works.
- Ensuring safety measures at site during execution.

vi. Completion & Handing Over

- Cleaning of the drain and surrounding area after completion.
- Trial run to ensure proper flow and functionality.
- Submission of completion drawings (if required) and handing over the project in good condition to the Employer.

Note:


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The Contractor shall execute all works in accordance with approved drawings, technical specifications, directions of the Engineer-in-Charge, and applicable standards, ensuring timely completion of the project.

S.N.	Name of drain	Start Point	End Point	Length (m.) as per Site Survey
1	Mohalla Duli intersection to Sadar Bazaar and Pt. Deendayal Upadhyay Marg Tiraha existing circular road drain,	Mohaliyaduli Chauraha on Extended Circular Road	Sadar bazar & Pt Deendayal Upadhyay Marg Tiraha	1080

The following components are acceptable for this project and its related works -

- Construction/reconstruction of drains
- New drainage network including flood pumping station, if necessary.
- Construction of detention ponds or augmentation of existing ponds to form detention ponds. Revival of old drainage network
- Revival of old flood pumping stations
- Provision for recharging, storing and reusing ground water using rain water.
- Structures related to Catch the Rain
- Acquisition and rehabilitation of land/asset (if necessary)
- utility transfer
- Five years maintenance and management
- Third party audit expenses.
- IEC activity during execution and the capacity of the concerned stake holder - related.
- Transmission line charges/electricity connection and expenses incurred in passing no objection certificate from various other departments.
- Rainfall Estimation/Measurement/Monitoring Equipment
- Non-structural functions (such as early warning systems)

The project will be designed for "Entire catchment/Sub-catchment area", which will include all primary, secondary and any drain above 1.0 meter width (inclusive), however, in special cases, some places (hotspots/inundation points) which are not covered by primary or secondary drains introduced under the project, the drainage network may be increased for such places justifiable reasons

1.2 Technical Specifications & Standards

All works shall strictly comply with:

- CPHEEO Manual, wherever applicable to drainage works
- Relevant IRC Codes, wherever applicable
- Applicable IS Standards
- Uttar Pradesh PWD / Local Body specifications, as applicable
- RCC works shall conform to the specified grade of concrete and reinforcement as defined in the technical specifications and approved drawings.
- The RCC drain shall be constructed as per the approved alignment, levels, slope, cross-section, and structural design.
- Mandatory quality tests shall include:

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- Cube strength tests as per applicable IS standards
- Slump tests for workability
- Reinforcement steel quality checks, line, level, and dimensional checks during execution
- Permissible tolerances shall be strictly maintained as per applicable standards and specifications.

1.3 Measurement & Payment Mechanism

- All measurements shall be jointly recorded in the Measurement Book (MB) and certified by the Engineer-in-Charge.
- Running Account (RA) bills shall be submitted on a monthly or milestone basis, as per contract conditions.
- Retention money / security deduction, if applicable, shall be made in accordance with the tender conditions.
- Final payment shall be subject to completion certification, submission of required documents, and compliance with defect rectification obligations.

1.4 Variation and Extra Items

- The quantities indicated in the Bill of Materials (BOM) are approximate and may vary during execution. The Employer reserves the right to increase or decrease the quantity of any item as per actual site requirement, in accordance with applicable contract conditions.
- Any work not included in the BOM but required for completion of the project shall be treated as an extra item and shall be executed only after obtaining prior written approval of the Engineer-in-Charge.
- Rates for such extra items shall be determined as per the applicable Schedule of Rates / approved rate analysis / relevant contract provisions, with approval of the competent authority.
- Payment for extra items shall be made only after approval of rates and certification by the Engineer-in-Charge. No claim shall be entertained for works executed without such approval.

1.5 Site Survey and Planning

The Contractor shall conduct a detailed site survey and verification of the existing site conditions before commencement of work.

This shall include verification of alignment, invert levels, ground levels, outfall connectivity, existing utilities, encroachments, traffic movement conditions, and other site constraints, in coordination with Firozabad Municipal Corporation.

1.6 Supply of Material

The Contractor shall arrange and supply all construction materials, machinery, equipment, tools, labour, and other resources required for execution of the project, including cement, sand, aggregates, reinforcement steel, shuttering materials, concrete, and all other items necessary for completion of the RCC drain work as per approved specifications.

1.7 Construction Work

The Contractor shall carry out all works necessary for the construction of the RCC drain, including but not limited to:

- Site clearance and preparation


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- Excavation and disposal of surplus/unserviceable material
- Foundation bed preparation
- PCC, if required, as per design
- Reinforcement, centering, shuttering, and RCC work for drain components
- Construction of drain bed, side walls, and cover slabs, wherever applicable
- Providing inlet, outlet, junction, inspection, and connection arrangements, wherever required
- Proper alignment, gradient, and slope management for smooth flow of stormwater
- Protection / shifting of utilities, if required
- Dewatering, wherever necessary
- Backfilling, compaction, and restoration of affected portions/surrounding surfaces after completion of the drain work

1.8 Testing and Quality Control

The Contractor shall ensure that all works comply with relevant IS codes, approved specifications, and engineering standards applicable to RCC drain construction. Necessary testing and quality control procedures shall be carried out for concrete, reinforcement steel, aggregates, and other materials used in the works. The Contractor shall maintain proper records of tests and make them available to the Engineer-in-Charge as and when required.

1.9 Inspection and Supervision

All works shall be carried out under the inspection and supervision of the Engineer-in-Charge or authorized officials of FMC.

The contractor shall provide necessary assistance, access and cooperation during inspection and shall comply with all directions issued by the competent authority during execution.

1.10 Defect Liability and Maintenance

The Contractor shall be responsible for rectifying any defects, leakages, settlement, structural deficiencies, or damages observed during the Defect Liability Period (DLP) of 12 (twelve) months from the date of completion and handing over of the work.

Any defect identified by the Firozabad Municipal Corporation or the Engineer-in-Charge during this period shall be rectified by the Contractor at his own cost within the time specified by the Engineer-in-Charge.

The Defect Liability Period shall be extended for such period as may be necessary until all notified defects are satisfactorily rectified.

The Security Deposit / Retention Money shall be released only after successful completion of the Defect Liability Period and certification by the Engineer-in-Charge.

1.11 Correction of Defects during Defects Liability period

- The DLP shall be 12 (twelve) months from the date of completion and handing over of the work.


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- The Engineer-in-Charge shall notify the Contractor of any defects observed during the Defect Liability Period. Upon such notification, the Contractor shall rectify the defects within the time specified in the notice, at no additional cost to the Employer.
- In case the Contractor fails to rectify the defects within the stipulated time, the Employer shall be entitled to carry out such rectification at the risk and cost of the Contractor, and recover the expenses from any dues payable, including the Security Deposit.
- The RFI (Request for Inspection) system shall be followed during execution and defect rectification stages, as per contract requirements.

1.12 Uncorrected Defects

If the Bidder has not corrected a Defect pertaining to the satisfaction of the Engineer, within the time specified in the Engineer's notice, the Engineer will assess the cost of having the Defect corrected, and the Bidder will pay this amount, on correction of the Defect.

1.13 Project Completion and Handover

Upon completion of the work, the Contractor shall ensure proper finishing, cleaning of the drain, removal of debris, and restoration of the surrounding area affected during execution before handing over the completed work to FMC in good and serviceable condition.

1.14 Time Extension

Extension of time shall be granted only for justified and documented reasons, including force majeure or other circumstances beyond the control of the Contractor, subject to approval by the competent authority as per contract provisions.

1.15 General Instructions regarding the submission

- The bidders shall submit their proposals through the online e-tendering portal of the Government of Uttar Pradesh within the prescribed timeline mentioned in the Notice Inviting Tender (NIT).
- The proposal shall consist of the Technical Bid and Financial Bid, which shall be submitted separately in accordance with the tender document.
- All required supporting documents, certificates, affidavits, and declarations shall be duly signed by the authorized signatory of the bidder and uploaded on the portal.
- The bidder shall ensure that the information furnished in the bid is true, complete, and accurate. Any misrepresentation or submission of false information may lead to disqualification.
- The bidder shall bear all costs associated with preparation and submission of the bid, and FMC shall not be responsible for such costs.
- Bids submitted after the due date and time shall not be considered.

1.16 Project Duration


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- The Contractor shall complete the entire work of RCC drain construction, including all associated civil works, within 06 months from the date of issuance of the Work Order or as specified in the Contract Agreement.

1.17 Roles and Responsibilities of the Agency

The selected agency/contractor shall be responsible for the following:

- Execution of the RCC drain work in accordance with the approved drawings, BOQ, technical specifications, and directions of the Engineer-in-Charge
- Supply of all required materials, labour, machinery, equipment, and tools necessary for timely completion of the work
- Maintaining required quality standards and ensuring compliance with applicable codes and specifications
- Ensuring site safety, barricading, warning signage, traffic safety measures where required, and cleanliness during execution
- Coordinating with FMC and other concerned departments for smooth execution of the project
- Protection of existing utilities and public property during construction
- Rectification of defects during the Defect Liability Period at no additional cost to FMC.

1.18 Roles and Responsibilities of FMC

FMC shall be responsible for the following:

- Providing necessary administrative approvals and overall project oversight
- Facilitating site access, wherever applicable, for execution of the work
- Reviewing and approving drawings, progress, and quality compliance through authorized officials / engineers
- Conducting inspection, supervision, and monitoring of the project during execution
- Processing payments based on verified measurements and certification by the Engineer-in-Charge
- Issuing instructions / decisions required for smooth implementation of the project.

2. Eligibility Criteria

2.1. Eligibility / Pre-qualification Criteria

The firms will be shortlisted against the eligibility criteria. Those who qualify / fulfil these shall be considered for technical evaluation.

Sl. No.	Basic Requirement	Specific Requirement	Documentary Evidence
1	Legal Entity	The Bidder should be a legal entity in existence for a minimum number of 03 years, which may be: 1. A Proprietorship; or 2. A Company, incorporated	1. In the case of Company registered under Companies Act, 1956/2013 A) Certificate of Incorporation / Registration. B) Copy of Memorandum of

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		<p>under Companies Act, 2013 or 1956, amended till date; or</p> <p>3. A Limited Liability Partnership Firm, incorporated under Limited Liability Partnerships Act, 2008; or</p> <p>4. A Partnership Firm registered under Partnership Act, 1932.</p> <p>5. A society registered firm under Societies Registration Act, 1860</p>	<p>Association (MOA) and C) Articles of Association (AOA).</p> <p>2. In case of LLP registered under Limited Liability Partnership 2008 or equivalent.</p> <p>A) Certificate of Incorporation/Registration.</p> <p>B) Copy of partnership deed.</p> <p>Or</p> <p>3. In case of partnership firm registered under partnership act</p> <p>A) Copy of partnership deed.</p> <p>Or</p> <p>4. In case of proprietorship firm submit their copy of:</p> <p>A) Permanent Account Number (PAN) Card</p> <p>B) Goods and Supply Tax Identification Number (GSTIN) Registration Certificate</p> <p>C) Aadhar Card</p> <p>Or</p> <p>5. In case of society registered firm submit their copy of:</p> <p>A) Certificate of Registration</p>
2	Power Attorney of	The bidder must submit Power of Attorney authorizing the signatory of the Application to commit the Applicant.	If all partners of the firm or company are ready to sign all the bid documents (if all partners will not sign, then power of attorney must required).
3	Turnover (In India)	The bidder must have an average annual turnover of at least INR 2.7 Cr during the last three financial years (2023-24, 2024-25 and 2025-26).	<p>a) Certificate from the Statutory Auditor or Chartered Accountant regarding Turnover, duly issued with a unique UDIN (Unique Document Identification Number)</p> <p>b) Audited Balance Sheets and Profit & Loss statement.</p>
4	Solvency	The bidder must have a solvency of minimum of INR 3.60 Cr in support of which a certificate will be required to be submitted.	Solvency Certificate issued by any Scheduled Bank, issued not earlier than 12 months prior to the bid submission date, shall be accepted.
5	Labour Registration	The bidder must have valid registration under Labour Regulation and Abolition Act.	Valid registration certificate
6	EPFO & ESIC	The bidder must have valid EPFO and ESI certificate.	Copy of EPFO and ESIC certificate
7	Blacklisting	The Bidder should not have been blacklisted by the Central Government, any State	Self-Declaration notarized on non-judicial INR 100 Stamp paper for not being blacklisted.

		Government, any State Government, a statutory authority, or a public sector undertaking, as the case may be, from participating in any project, and the bar exists as on the date of the Proposal.	not being blacklisted.
8	Project Experience	<p>The bidder must have successfully executed at least one project of similar nature, valued at a minimum of 80% of the project cost, within the last seven years prior to the tender submission date.</p> <p>OR</p> <p>The bidder must have successfully executed at least two projects of similar nature, valued at a minimum of 50% of the project cost each, within the last seven years prior to the tender submission date.</p> <p>OR</p> <p>The bidder must have successfully executed at least three projects of similar nature, valued at a minimum of 40% of the project cost each, within the last seven years prior to the tender submission date.</p> <p><i>Similar nature of work means of RCC drain, storm water drain, sewerage drain and drainage related infrastructure.</i></p>	Copy of work order/Contract/Agreement/Completion/Experience Certificate from the Authority
9	Character Certificate	The bidder must submit valid Character Certificate. (Applicable in case of Proprietorship Firm only)	Copy of valid character certificate issued by District Magistrate.

Special Note-

- The Bidder shall furnish all documents as required under the Tender Document in support of the eligibility criteria. In case any required document is not submitted, or if the submitted document is found incomplete, invalid, false, misleading, or not in conformity with the Tender requirements, the Bid shall be treated as non-responsive and the Bidder shall be liable to be disqualified.
- FMC reserves the right to verify all documents submitted by the bidder from the concerned issuing authorities. Only completed similar works supported by valid work orders and completion certificates shall be considered. Any bid found

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work orders and completion certificates shall be considered. Any bid found incomplete, misleading, unsupported by documentary evidence, or not meeting the eligibility criteria shall be treated as non-responsive and may be rejected.

- c) All available drawings, site photographs, location plans, and other relevant site-related information may be inspected/obtained by the Bidder from the office of Firozabad Municipal Corporation (FMC) before submission of the Bid. After submission of the Bid, it shall be presumed that the Bidder has duly received, examined, and understood all such available information, and no objection or claim in this regard shall be entertained by FMC thereafter.

2.2. One proposal per bidder

Each bidder shall submit only one proposal. A bidder who submits more than one bid will be liable for disqualification

2.3. Cost of bidding

The bidder shall bear all costs associated with the preparation and submission of his proposal, and the Authority will in no case be responsible and liable for those costs.

2.4. Submission of Bids

Note: *Following conditions will over-rule the conditions stated in the tender documents, wherever relevant and applicable.*

- 2.4.1. For participation in e-tendering module of Employer, it is mandatory for prospective bidders to get registration on website www.etender.up.nic.in. Therefore, it is advised to all prospective bidders to get registration by making online registration fees payment at the earliest.
- 2.4.2. Tender documents can be downloaded from website www.etender.up.nic.in. However, the tender document of those bidders shall be acceptable who have made online payment for the tender documents as per ITB plus both service & gateway charges, without which bids will not be accepted.
- 2.4.3. Service and gateway charges shall be borne by the bidders.
- 2.4.4. Bidders are requested to visit our e-tendering website regularly for any clarifications and/or due date extension or corrigendum.
- 2.4.5. FMC shall not be responsible in any way for delay / difficulties / inaccessibility of the downloading facility from the website for any reason whatsoever.
- 2.4.6. For any type of clarifications bidders can visit www.etender.up.nic.in. If clarification is not provided, it will be deemed that the provisions of RFP shall prevail.
- 2.4.7. Bidders shall follow the method of online submission of bids as mentioned in Information to bidders in Volume -I and the bid (both Technical & Finance bids) should be submitted online latest by the date and time given as per NIT. The prospective bidders will upload scanned self-certified copies of requisite documents as required in e-tendering process.


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- 2.4.8. The Bidder should submit technical bid and financial bid separately.
- 2.4.9. The bidder shall submit all required documents online in accordance with the instructions provided in the bid document.
- (a) Technical Bid, and
(b) Financial Bid.
- The Technical Bids shall first be examined for responsiveness, eligibility, qualification, and compliance with the Tender Document. The Financial Bids of only those Bidders who are found technically responsive and qualified shall be opened. The Contract shall ordinarily be awarded to the lowest evaluated responsive Bidder (L1), subject to fulfillment of all tender conditions, reasonableness of rates, and approval of the Competent Authority.
- 2.4.10. The tenders received without pre-requisite earnest money deposit (EMD), tender document fee shall be rejected. The tender documents fees shall not be refunded.
- 2.4.11. No bidder under any circumstance should quote the price in the tender document, but only to quote the price in price bid only which is separately attached in e-procurement portal.
- 2.4.12. FMC reserves the right to accept or reject any or all tenders without assigning any reason whatsoever.
- 2.4.13. Any change/modifications/alteration in the RFP by the Bidder shall not be allowed and such tender shall be liable for rejection.
- 2.4.14. For amendment, if any, please visit www.etender.up.nic.in website regularly. In case of any bid amendment and clarification, the responsibility lies with the bidders to note the same from website of Employer. Employer shall have no responsibility for any delay/omission on part of the bidder.

2.5. Deadline for Submission of the Proposals

- 2.5.1. Bid shall be received on or before the scheduled date of submission as notified in NIT.
- 2.5.2. The FMC may extend the deadline for submission of proposals by issuing a Corrigendum in accordance with Clause 1.10, in which case all rights and obligations of the Authority and the bidders previously subject to the original deadline will then be subject to the new deadline.

2.6. Late Proposals


Any Bid received by the FMC after the deadline prescribed in clause-1.20 of ITB will be returned unopened to the Bidder.

2.7. Bid Opening

- 2.7.1. All technical proposals received shall be opened in the office of Firozabad Municipal Corporation, Firozabad on the scheduled date and time as per NIT in the presence of the Bidders or their representatives who choose to attend.


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In the event of the specified date of Bid opening being declared a holiday, the Proposals will be opened at the appointed time and location on the next working day.

2.8. Evaluation of Technical bids

- i. Subject to confirmation of the bid security by the issuing bank, the bids accompanied with documents will be taken up for evaluation as per Clause – 1.12 of Volume -II of RFP document.
 - ii. After receipt of confirmation of bid security, the bidder will be asked in writing/e-mail (usually within 10 days of opening of the Technical Bid) to clarify his technical bid, if necessary, with respect to any rectifiable defects.
 - iii. The bidders will respond by e-mail in not more than 7 days of issue of the clarification letter to Authority
- 2.8.1. The Technical Evaluation shall be carried out in accordance with the provisions of the NIT and the relevant eligibility and evaluation criteria specified in Volume-II of the RFP document.
- 2.8.2. The FMC may seek shortfall documents from the bidders, as required under the eligibility and evaluation criteria specified in Volume-II of the RFP document, for the purpose of examination and completion of the Technical Evaluation
- 2.8.3. After the Technical Evaluation, these will be put to the FMC, which will find technically responsive bids as per RFP conditions.
- 2.8.4. The details of Technically Responsive & Non-responsive bidders with remarks will be uploaded in the UP e-procurement portal.
- 2.8.5. The Date & Time of opening of Financial Bids will be informed to the Technically Responsive Bidders only well in advance through writing/registered emails etc.,

The Financial bids of the Technically responsive bidders will be opened through UP e-procurement portal and remaining bids will remain unopen.

2.9. Site Visit

The Bidder is advised to visit and inspect the site before submission of the Bid. After submission of the Bid, it shall be deemed that the Bidder has fully acquainted itself with the site conditions and all other factors affecting execution of the work.

3. Request for proposal documents

3.1. Content of RFP documents

- 3.1.1. The set of bidding documents comprises the documents listed below and addenda issued in accordance with Clause 1.10

Sl. No.	Particulars	Volume No
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1	Notice Inviting Tender (NIT)	I
2	Information for Bidders (IFB)	
3	Instructions to Bidders	II
4	Form of bid, Qualification Information, and other forms	III
5	General Conditions of Contract	IV
6	Special Conditions of Contract	
7	Contract data	V
8	Scope of Work & Technical Specifications	VI
9	Financial Bid & Bill of Quantities (BOQ's)	VII

Bidder shall duly fill all the formats along with the required documentary proof as mentioned in Vol-III and submit the Proposal

- 3.1.3. The Bidder shall carefully examine all instructions, conditions of contract, contract data, forms, terms, technical specifications, annexures, and drawings included in the RFP Document. Failure to comply with the requirements of the Bid Documents shall be at the Bidder's own risk. Proposals that are not substantially responsive to the requirements of the RFP Document shall be rejected.

3.2. Clarification of RFP documents

- 3.2.1. A prospective bidder requiring any clarification of the bidding documents may notify the FMC in Writing (Writing means a written notice executed by a duly authorized officer of the party delivering the notice and delivered by e-mail or registered post or in such other manner as the applicable the custodian shall agree in writing) at the FMC's address indicated in the invitation to bid. The FMC will respond to any request for clarification, which he received earlier than last date and time to submit the Pre-Bid Queries. FMC's response/s given will be uploaded only on <https://etender.up.nic.in> but without identifying its source

3.3. Amendment of RFP documents

- 3.3.1. Before the deadline for submission of proposals, the FMC may modify the RFP documents by issuing a corrigendum.
- 3.3.2. The corrigendum thus issued shall be part of the bidding documents and shall be uploaded in <https://etender.up.nic.in>.
- 3.3.3. To give prospective bidders reasonable time in which to take a corrigendum into account in preparing their proposals, the Authority shall extend as necessary the deadline for submission of proposals.

4. Preparation of bids

4.1. Language

All documents relating to the bid shall be in the English language.

4.2. Documents comprising in the bid


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The bids to be submitted by the bidders shall be in two separate parts,

1) Technical Bid &

2) Financial Bid.

The Bids shall be submitted in 2 separate covers as under:

Cover-I: "Technical Bid" and shall comprise (to be submitted in online) of:

- i. Technical Bid (in the format indicated at Volume III);
- ii. Cost of Bid Document fee as per NIT.
- iii. Qualification documents as per the table of Checklist and supporting documents as specified in Clause 1.4.1 of Volume II
- iv. Certificates, undertakings, affidavits as specified in Volume III,
- v. Undertaking that the bid shall remain valid for the period specified in Clause 1.15 as specified in Volume II

Cover-II: "Financial Bid" (to be submitted in online only) inclusive of all taxes etc. and excluding GST amount). (The Percentage Rate Price Bid)

4.3. Bid price


- 4.3.1. The contract shall be for the whole work as described in Volume-VII, based on the Percentage Rate Bid as per financial bid
- 4.3.2. The bidder should quote the Percentage rate above/at par/below strictly in the financial bid sheet attached separately in M.S Excel sheet only. In case, the bidder quotes the rates in the technical bid will be automatically disqualified.
- 4.3.3. The bidder shall fill the Percentage rate above/at par/below the estimated cost of BOQ in figures and words as specified in the Financial Bid document for the entire proposed project work. In case of any ambiguity, the Percentage Rate quoted above/at par/below in words will be taken as the quoted rate.
- 4.3.4. The Percentage Rate quoted above/at par/below shall, unless otherwise provided in the Contract, include the cost of execution of the work of Construction of RCC Drain from Mohalla Duli intersection to Sadar Bazaar and Pt. Deendayal Upadhyay Marg Tiraha existing circular road drain, Firozabad, including labour, materials, plant and machinery, tools and tackles, shuttering, dewatering, barricading, testing, transportation, insurance, overheads, profit, royalties, taxes, duties, cess, and all incidental charges required for proper completion of the work, excluding GST if payable separately as per tender conditions.
- 4.3.5. The Percentage Rate quoted above/at par/below in BOQ of Financial Bid sheet in figures and words quoted by the bidder in financial bid for the entire tendered work shall be fixed for the entire duration of the Contract and shall not be subject to adjustment on any account.

4.4. Currencies of Bid and Payment

- 4.4.1. The currency of bid and payment shall be quoted by the bidder entirely in Indian Rupees only. All payments shall be made in Indian Rupees.


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4.5. EMD/Bid Security

1. The Bidder shall submit, as part of the Bid, an Earnest Money Deposit (EMD) of the amount as specified in the Data Sheet of this RFP, in favour of the Executive Engineer, Firozabad Municipal Corporation, through FDR/NEFT/RTGS/ Internet Banking only, in the manner prescribed. In case the EMD is submitted in the form of an FDR, the original hard copy of the same shall be deposited in the office of the Executive Engineer, Firozabad Municipal Corporation, on or before the Bid Due Date and Time. The FDR should be valid for 05 (Five) months. Any Bid not accompanied by the requisite EMD, or submitted in a form other than that specified herein, shall be treated as non-responsive and shall be summarily rejected.
2. The EMD is required to protect FMC against the risk of Bidder's conduct which would warrant the security's forfeiture.
3. The EMD of the unsuccessful bidders would be returned within 30 days after acceptance of 'Lol' by the selected bidder. Unsuccessful Bidder's EMD will be discharged/ returned after award of contract to the successful Bidder. No interest will be paid by FMC on the EMD.
4. The EMD may be forfeited:
 - If Proposal is withdrawn during the validity period or any extension agreed by the bidder thereof.
 - If the Proposal is varied or modified in a manner not acceptable to the Employer after opening of Proposal during the validity period or any extension thereof.
 - If the bidder tries to influence the evaluation process.

If the First ranked bidder withdraws his proposal during negotiations (failure to arrive at consensus by both the parties shall not be construed as withdrawal of proposal by the bidder).

4.6. Performance Security

The Performance Security equal to Ten (10%) percent of the accepted contract price in accordance shall be provided to the FMC no later than the date specified in the Letter of Acceptance and shall be issued in the form FDR/ Bank Guarantee from the scheduled national bank and additional performance security at the time of making bond of percentage below bid in compliance of GO 622/23-12-2012-2 AUDIT/08TC-2 Dated 08.06.2012 as per rule as below: - (a). Up to 10 % below rate on BOQ @ 0.50% per 1% below rate. (b). In case of bidder quotes rates more than 10% below on BOQ than bidder has to provide extra performance security as above and @ 1% per 1% below rates over 10% below rates. The Performance Security shall be valid until a date 60 days from the date of expiry of Defect Liability Period.

However, the EMD/Bid security amount may be adjusted to the account of Performance security amount, based on the request of Bidder by submission of balance amount as above towards Performance security (i.e., Ten (10%) percent)


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In case, the bidder had already submitted the EMD/Bid security in the mode of FDR/BG, an additional interest amount of 1% to be submitted on the above Performance security amount for consideration.

If the taking over certificate are issued in parts, then in such proportions as the Engineer may determine, having regard to the value of such part or section.

4.7. Releases from Performance

If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of the FMC or the Bidder, the Engineer shall certify that the Contract has been furnished. The Bidder shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which a commitment was made.

FMC reserves the right to accept or reject any or all bids without assigning any reason thereof.

4.8. Alternative proposals by the Bidders

Bidders shall submit offers based on Design & drawing but complying with the requirements of the bidding documents, including the basic technical design parameters and as per regulations of concerned Urban Development Authority, specifications as per relevant IS Codes & NBC. Conditional offer or alternative offers will not be considered further in the process of tender evaluation.

4.9. Format and Signing of Proposal

- 4.9.1. The bidder shall submit one set of the bid comprising the documents as described in clause-1.12 of Volume-II of the RFP
- 4.9.2. Instructions to Bidders to be followed. Bids submitted online should be digitally signed by the bidder.
- 4.9.3. Bidder shall follow the method of submission as mentioned in Instructions to Bidders and Instruction to Bidders for Online submission of Bids. Submission of Bids.

4.10. Process to be confidential

- 4.10.1. Information relating to the examination, clarification, evaluation, and comparison of bids and recommendations for the award of a contract shall not be disclosed to Bidders or any other persons not officially concerned with such process until the award is successful and Bidder has been announced. Any effort by a Bidder to influence the FMC's processing of bids or award decisions may result in the rejection of his Bid.

4.11. Clarification of Financial bid

- 4.11.1. To assist in the examination, evaluation, and comparison of bids, the FMC may, at its discretion, request any Bidder to provide clarifications on its Bid, including justification and detailed breakdown of unit rates. Such requests and


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responses shall be made in writing. No change in the price or substance of the Bid shall be sought, offered, or permitted, except as required to confirm the correction of arithmetic errors identified during the bid evaluation process.

- 4.11.2. Except as otherwise permitted, no Bidder shall contact the FMC on any matter relating to its Bid from the time of bid opening until the award of the contract. If a Bidder wishes to bring any additional information to the notice of the FMC, it shall do so in writing.
- 4.11.3. Any effort by the Bidder to influence the FMC in the bid evaluation, bid comparison or contract award decisions may result in the rejection of the Bidders' bid.

4.12. Examination of Bids and Determination of Responsiveness

- 4.12.1. Is substantially responsive to the requirements of the Bidding documents. During the detailed evaluation of the "Financial Bid", the responsiveness of the bids will be further determined with respect to the remaining bid conditions.

4.12.1.1. A substantially responsive "Financial Bid" is one which conforms to all the terms, conditions, and specifications of the Bidding documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the works: (b) which limits in any substantial way, inconsistent with the bidding documents, the Employer's rights or the bidder's obligations under the Contract or (c) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

- 4.12.1.2. If a "Financial Bid" is not substantially responsive, it will be rejected by the FMC and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.

4.13. Correction of Errors

- 4.13.1. "Financial Bids" determined to be substantially responsive will be checked by the FMC for any arithmetical errors. Errors will be corrected by the FMC as follows:

a) Where there is discrepancy between the rates in figures and in word, the rate in words will govern: and

- 4.13.2. The amount stated in the "Financial Bid" will be corrected by the Employer in accordance with the above procedure and the bid amount adjusted with the concurrence of the Bidder in the following manner:

- a) If the bid price increases as a result of these corrections, the amount as stated in the bid will be the "bid price" and the increase will be treated as rebate.
- b) If the bid price decrease as a result of the corrections, the decreased amount will be treated as the "bid price". Such adjusted bid price shall be


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considered as binding upon the bidder. If the bidder does not accept the corrected amount the Bid will be rejected, and the Bid security shall be forfeited.

4.14. Award Criteria

- 4.14.1. The FMC will award the Contract to the lowest responsive Bidder whose Bid has been determined in accordance of:
- To be substantially responsive to the Bidding documents and who has offered the lowest evaluated Bid price; and
 - To be within the available bid capacity adjusted to account for his bid price which is evaluated the lowest. In no case, the contract shall be awarded to any bidder whose available bid capacity is less than the evaluated bid price, even if the said bid is the lowest evaluated bid. The contract will in such cases be awarded to the next lowest bidder at the L1 cost, if accepted by next lowest bidder otherwise tender stands cancelled.
- 4.14.2. In case, Lowest Bidder (L1) back's out, The FMC will give an opportunity to the next Lowest Bidder (L2, L3.... etc.) and award the Contract work on Lowest Bidder (L1) offered Contract price, if accepted otherwise tender stands cancelled.
- 4.14.3. The FMC may seek Clarification/Justification and detailed Price Rate Analysis towards Abnormally Low/High Rate quoted by the Bidder for evaluation of Financial Bid.
- 4.14.4. In case, the Bidder has quoted the rate "Nil charges/consideration" in the financial Bid, the Bid shall be treated as unresponsive and will not be considered.
- 4.14.5. The FMC shall reserve the right to reject the proposals of Abnormally Low Rate/High Rate quoted by any or all Bidders, In case, the Bidder has not submitted proper Justification and detailed Price Rate analysis with pertinent supporting documents.
- 4.14.6. The FMC shall reserve the right to call for Negotiations of Lowest Evaluated Bidder for reduction of Price, if any.

4.15. FMC's Right to accept any Bid and reject any or all Proposals

- 4.15.1. The FMC reserves the right to accept or reject any Bid and to cancel the Bidding process and reject all Proposals at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the FMC's action.
- 4.15.2. After Award of contract, if the bidder is found to have concealed any fact relevant to projects, the FMC may blacklist the bidder or Bidders within 180 days, as per UP Procurement Manual, 2016 provisions issued by Govt of U.P. Notification of Award and Signing of Agreement:

4.16. Notification of Award and Signing of Agreement

- 4.16.1. The Bidder whose Bid has been accepted will be notified of the award by the FMC prior to expiration of the Bid validity period by letter. This letter (hereinafter and in the Conditions of Contract called the "Letter of

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Acceptance") will state the sum that the FMC will pay the contractor in consideration of RFP for Construction of RCC Drain from Mohalla Duli intersection to Sadar Bazaar and Pt. Deendayal Upadhyay Marg Tiraha existing circular road drain, Firozabad. Works by the contractor as prescribed by the contract (hereinafter and in the contract called the "Contract Price").

4.16.2. The notification of award will constitute the formation of the Contract, subject only to the furnishing of a performance security in accordance with the provisions of Clause 1.31 of ITB of Volume -II & Clause No.45 of GCC of Volume-IV

4.16.3. In case, Lowest Bidder (L1) has not submitted the Performance security in accordance with Clause No. 1.31 of ITB of Volume-II & Clause No. 45.0 of GCC of Volume-IV, The FMC will give an opportunity to the next Lowest Bidder (L2, L3.... etc.,) and award the Contract work on Lowest Bidder (L1) offered Contract price, if accepted otherwise tender stands cancelled.

4.16.4. The Agreement will incorporate all agreements between the FMC and the successful Bidder. This agreement will be signed only after furnishing of the performance security by the successful bidder but within 14 days of issue of Letter of Acceptance. The FMC will promptly notify the other bidders that their Bids have been unsuccessful.

4.17. Execution of Contract Agreement

4.17.1. The agreement will be signed by the FMC after receipt of Performance security as per Clause No. 45.0 of GCC of Volume-IV by incorporating RFP document and other office correspondence related to bid document within 15 days after receipt of Letter of acceptance from the successful bidder.

4.17.2. Upon the furnishing by the successful Bidder of the Performance Security and entering Contract agreement, the FMC will promptly notify the other Bidders that their Proposals have been unsuccessful.

4.18. Site Handing over by FMC

4.18.1. After signing of the Contract agreement, the FMC will hand over the site in complete or part to the contractor to start the Project work. In case of delay in handing over of the site by the FMC, the contractor is eligible for grant of Extension of time for the said period.

4.19. Damage Clause

The selected Bidder/Contractor shall be fully responsible for any damage caused to existing infrastructure, utilities, roads, drains, electrical fittings, landscaping, or any public property during the execution of the work.

The Contractor shall repair or restore such damaged property at his own cost to the satisfaction of FMC.

In case the Contractor fails to repair or restore the damaged property within the time specified by FMC, the Municipal Corporation shall have the right to carry out the repair work and recover the cost from the Contractor's pending payments or Performance Security.

4.20. The Approval for Additional Work


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The Contractor shall not undertake any additional work, modification, alteration, or deviation from the approved scope of work or DPR without obtaining prior written approval from FMC.

Any additional work carried out without such approval shall be considered unauthorized and no payment shall be made by FMC for such work.

Further, the Contractor shall be liable for removal or rectification of such unauthorized work at his own cost if directed by FMC.

4.21. Force Majeure

Neither Party shall be liable for failure or delay in the performance of its obligations under this Contract if such failure or delay is due to events beyond its reasonable control, including but not limited to natural disasters, floods, earthquakes, fire, war, riots, strikes, pandemics, government restrictions, or any other unforeseen circumstances ("Force Majeure Event").

The affected Party shall promptly notify the other Party in writing of the occurrence of such event and shall take all reasonable steps to minimize the impact of such Force Majeure Event.

The time for performance of obligations shall be extended for a period equal to the duration of the Force Majeure Event.

4.22. Dispute Resolution and Arbitration

In the event of any dispute or difference arising out of or in connection with this Contract, the Parties shall first attempt to resolve the dispute amicably through mutual consultation.

If the dispute cannot be resolved through mutual discussion within 30 days, the matter shall be referred to arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

The arbitration shall be conducted by a sole arbitrator appointed by the Municipal Commissioner, Firozabad Municipal Corporation.

The place of arbitration shall be Firozabad, Uttar Pradesh and the language of arbitration shall be English.

The decision of the arbitrator shall be final and binding on both Parties.

4.23. Corrupt or Fraudulent Practices

- 4.23.1. The Employer will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question and will declare the firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract with FMC and any other state/central Govt. agencies, if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for the contract, or in execution of the work related to contract


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VOLUME – III
FORMATS FOR TECHNICAL PROPOSAL

1. FORMATS FOR SUBMISSION

Form 1: Covering letter of Technical Proposal

On Letter head of the firm

[Location, Date]

To,

The Executive Engineer,
Firozabad Municipal Corporation
Nagar Palika Market, 26, Agra Rd
Chandra Paliwal Market, Company Bagh
Arya Nagar, Firozabad, Uttar Pradesh - 283203

Subject: _____ (Name of Tender)

Dear Sir,

We, the undersigned, offer to execute the work for Firozabad Municipal Corporation in accordance with your RFP Document dated [Insert Date] and our Proposal. We are hereby submitting our Technical Proposal, in a sealed envelope. We confirm that we have read the RFP Document in totality and abide by the terms and conditions stated in the document.

We hereby declare that all the information and statements made in this proposal are true and accept that any misinterpretation contained in it may lead to our disqualification. Our proposal is binding upon us.

We understand you are not bound to accept any proposal you receive.

We remain,

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name and address of Firm:

Form 2: General Information

On letterhead of the Firm

Details of the Bidder

- a) Name:
- b) Country of incorporation:
- c) Address of the corporate headquarters and its branch office(s), if any, in India:
- d) Date of incorporation and/ or commencement of business:

Brief description of the Applicant/Firm including details of its main lines of business and proposed role and responsibilities in this Project:

Details of individual(s) who will serve as the point of contact/ communication for the Authority:

- i. Name:
- ii. Designation:
- iii. Company:
- iv. Address:
- v. Telephone Number:
- vi. E-Mail Address:
- vii. Fax Number:

Particulars of the Authorised Signatory of the Applicant/Firm:

- a. Name:
- b. Designation
- c. Address:
- d. Phone Number
- e. Fax Number
- f. Class III Digital Signature Certificate ID number

(Signature, name and designation of the authorised signatory)

Form 3: Financial Information

Please provide with financial details about the Bidder along with necessary supporting documents in the following format:

Year	Annual Turnover (INR Lakhs)	Net Worth (INR Lakhs)
2023-24		
2024-25		
2025-26		
Average		

Note: A certificate from the Statutory Auditor/CA with his registration number and UDIN number should be provided as supporting document certifying the Financial Capability submitted by the Applicant along with audited balance sheets.

On Behalf of (Name of the Applicant)

Signature of the Authorized Person

Name:

Designation:

Form 4: Affidavit/Self Declaration

AFFIDAVIT/SELF DECLARATION

I, the undersigned, do hereby certify that all the statements made in the required attachments are true and correct.

1. The undersigned also hereby certifies that neither our firm M/s.....
..... have abandoned any work in India nor any contract awarded to us by the State of Uttar Pradesh for such works have been rescinded, during last five years prior to the date of this tender.
2. The undersigned hereby authorize(s) and request(s) any bank, person, firm or corporation to furnish pertinent information deemed necessary and requested by the FMC to verify this statement or regarding my (our) competence and general reputation.
3. The undersigned understand and agrees that further qualifying information may be requested and agrees to furnish any such information at the request of the Authority.

(Signed by an Authorized Officer of the Firm)

Title of Officer:

Name of Firm:

Date:

Note: This declaration should be submitted on Bidder's Letterhead

Form 5: Format for Certificate for Non-Blacklisting

DECLARATION OF NON-BLACKLISTING

To,

The Executive Engineer
Firozabad Municipal Corporation
Nagar Palika Market, 26, Agra Rd
Chandra Paliwal Market, Company Bagh
Arya Nagar, Firozabad, Uttar Pradesh - 283203

Subject: Declaration for Non - Blacklisting

Tender Reference No:

Name of Tender / Work:

Dear Sir,

We, [Name of Firm] or our Associate Companies or our Group Companies have not been blacklisted/ debarred/ termination of contract except for reasons of convenience of employer by any Government/ Government board/Corporation/Company/Statutory Body/PSU Company/Non-Government/ Government of any sovereign countries/ Private agencies and Funding Agencies as on date of submission of this proposal.

For [Name of Firm],

Authorized Signatory [In full and initials]

Name and Title of Signatory:

Name of Firm: Address:

Note: This declaration should be notary certified in non-judicial stamp paper.

Form 6: Performance Bank Guarantee Format

This Deed of Guarantee is executed on this ____ day of _____, 20 by _____ Bank, a Scheduled Bank constituted under the Banking Regulation Act, 1949, having its branch at _____ (hereinafter referred to as the "Bank", which expression shall, unless repugnant to the context, include its successors and assigns) in favour of: Municipal Commissioner, Firozabad Municipal Corporation, having its office at Nagar Palika Market, 26, Agra Road, Firozabad, Uttar Pradesh – 283203 (hereinafter referred to as the "Employer" or "FMC", which expression shall include its successors and assigns).

WHEREAS:

1. FMC has issued a Request for Proposal (RFP) for "Construction of RCC Drain from Mohalla Duli intersection to Sadar Bazaar and Pt. Deendayal Upadhyay Marg Tiraha existing circular road drain, Firozabad." and pursuant thereto, has awarded the work to M/s _____, a Company/Firm having its registered/branch office at _____ (hereinafter called "the Contractor/Agency").
2. FMC and the Contractor have entered into Agreement/Contract No. _____ dated _____ (hereinafter referred to as "the Agreement") for the said work on the terms and conditions set out therein, for a total contract value of Rs. _____ (Rupees _____ only).
3. Under the terms of the Agreement, the Contractor is required to furnish a Performance Security in the form of an unconditional and irrevocable Bank Guarantee, for an amount equal to _____% (ten percent) of the accepted contract value, i.e. Rs. _____ (Rupees _____ only), for the due and punctual performance of all its obligations under the Agreement.
4. At the request of the Contractor, the Bank has agreed to furnish this Performance Bank Guarantee in favour of FMC.

NOW THIS DEED WITNESSETH AS FOLLOWS:

1. The Bank hereby unconditionally and irrevocably guarantees and undertakes to pay to FMC, on its first written demand, without any demur, reservation, protest or recourse and without reference to the Contractor, an amount not exceeding Rs. _____ (Rupees _____ only), or such lesser amount as may be demanded by FMC from time to time, for any breach or non-performance of the Agreement by the Contractor, including but not limited to failure to meet performance obligations, service standards, timelines or any other terms and conditions of the Agreement. Any such demand made by FMC on the Bank shall be conclusive and binding, notwithstanding any dispute between FMC and the Contractor.

2. The Bank agrees that FMC shall be the sole judge as to whether the Contractor has defaulted in the due and faithful performance of its obligations under the Agreement and the decision of FMC in this regard shall be final and binding on the Bank. The Bank shall not be entitled to withhold or delay payment on the ground that the Contractor has disputed its liability, the quantum of the amount claimed, or that any arbitration or legal proceedings are pending between FMC and the Contractor.
3. This Guarantee shall come into force from the date of its execution and shall remain valid and in full force and effect up to day of 20... (being not less than 02 months beyond the initial contract period / extended contract period, as applicable), or such extended period as may be mutually agreed between FMC and the Contractor, and as confirmed by the Bank in writing, from time to time. In the event the Agreement is extended in accordance with its terms, the Contractor shall ensure that the validity of this Guarantee is correspondingly extended by the Bank, failing which FMC shall be entitled to invoke and realise the full Guarantee amount.
4. This Guarantee shall remain in force until all dues of FMC under or by virtue of the Agreement are fully paid and FMC certifies that the Contractor has duly performed all its obligations and that the Guarantee may be discharged. Any demand or claim under this Guarantee must be received by the Bank on or before the expiry date or the claim period specified herein; failing which FMC's rights under this Guarantee shall stand extinguished and the Bank shall be released and discharged from all liabilities hereunder, save and except as provided in Clause 3 above.
5. The Bank further agrees that FMC shall have the fullest liberty, without affecting in any way the liability of the Bank under this Guarantee, from time to time:
 - a) to vary or modify any of the terms and conditions of the Agreement; or
 - b) to extend the time for performance of the Agreement, or
 - c) to postpone, for any time or from time to time, any of the rights or powers exercisable by FMC against the Contractor,
 - d) and the Bank shall not be relieved or discharged from its liability under this Guarantee by reason of any such act, variation, extension, forbearance, omission or indulgence, or by any act or omission on the part of FMC or any other matter or thing which, under the law relating to sureties, would but for this provision have the effect of so relieving or discharging the Bank.

In case this Guarantee is required to be valid for a longer period and the Bank does not extend the same on or before the expiry date, the Bank shall, without prejudice to FMC's other rights, forthwith pay to FMC, on demand, the entire guaranteed amount or such lesser sum as may then be due and payable to FMC.

Notwithstanding anything contained herein:

- a) The liability of the Bank under this Guarantee is restricted to Rs.
(Rupees only);

- b) This Guarantee shall remain in force up to day of 20...;
- c) Unless a written claim or demand under this Guarantee is lodged with the Bank on or before day of 20... (including any extended claim period, if agreed in writing), all rights of FMC under this Guarantee shall stand extinguished and the Bank shall be discharged from all liabilities hereunder.

The Bank declares that it has the power to issue this Guarantee in favour of FMC and that the undersigned is duly authorised to execute this Guarantee on its behalf under its constitution and internal approvals.

IN WITNESS WHEREOF the Bank has caused this Deed to be executed on this day of 20..... at

Place:

For and on behalf of Bank

(Authorized Signatory)

Name:

Designation:

Bank Seal

Form 7: Solvency Certificate Format

SOLVENCY CERTIFICATE FORMAT

[To be issued by any Bank as mentioned below not later than 31st March 2025]

Ref:

Date:

This is to certify that M/s. _____ having
their _____ Registered _____ Office _____ at
_____ is solvent to
the extent of INR _____ [Amount in Words _____]
as disclosed by the information and record which are available with the bank. This
certificate is issued at the request of M/s. _____
for a Tender Purpose.

This certificate is issued without any risk/liability or responsibility whatsoever on the
part of the Bank or any of its officers.

For Bank _____

Name of Signatory:

Designation:

Form 8: BOQ / Financial Bid Format**BOQ FORMAT**

The Financial Bid shall be submitted strictly in the prescribed BOQ format uploaded on the e-procurement portal. The bidder shall quote item rates / amounts only in the designated format.

Percentage BoQ**Validate****Print****Help****Tender Inviting Authority:** Firozabad Municipal Corporation**Name of Work:****Contract No:****Name of the Bidder/ Bidding Firm/Company:****PRICE SCHEDULE**

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)

Sl. No.	Item Description	Quantity	Units	Estimated Rate in Rs. P	TOTAL AMOUNT Without Taxes in Rs. P	TOTAL AMOUNT In Words
1						
Total in Figures						INR__ Only
Quoted Rate in Figures			Select		0.00	INR Zero Only
Quoted Rate in Words		INR Zero Only				

Notes:

- The BOQ uploaded by FMC shall be the only valid format for submission of the Financial Bid.
- Conditional financial bids shall not be accepted.
- The quoted percentage/rates shall be deemed to include all costs of labour, materials, machinery, transportation, shuttering, dewatering, testing, curing, scaffolding, barricading, safety arrangements, taxes, duties, cess, royalties, overheads, profit, and all other incidental expenses required for proper completion of the work, except GST if payable separately as per tender conditions.
- Payment shall be made on the basis of actual measured quantities executed and certified by the Engineer-in-Charge.
- This BOQ format is indicative only; the uploaded financial bid format on the e-procurement portal shall prevail.

Form 9: Format for Power of Attorney to Authorize Signatory (Sole Bidder)

POWER OF ATTORNEY

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

We, M/s. (name of the firm or company with address of the registered office) hereby constitute, appoint and authorize Mr. or Ms. (Name and residential address) who is presently employed with us and holding the position of _____, as our Attorney to do in our name and our behalf all or any of the acts, deeds or things necessary or incidental to our RFP for the _____ (Project name) including signing and submission of the RFP response, participating in the meetings, responding to queries, submission of information or documents and generally to represent us in all the dealings with Client or any other Government Agency or any person, in connection with the works until culmination of the process of bidding till the Project Agreement is entered into with Firozabad Municipal Corporation, Nagar Palika Market, 26, Agra Rd, Chandra Paliwal Market, Company Bagh, Arya Nagar, Firozabad, Uttar Pradesh - 283203 (Client) and thereafter till the expiry of the Project Agreement.

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

Dated this the day of 2025 (Signature and Name of authorized signatory)

(Signature and Name in block letters of all the remaining partners of the firm Signatory for the Company) Seal of firm Company

Witness 1: _____ Witness 2: _____

Notes:

- a) To be executed by all the members individually.
- b) The Mode of execution of the power of attorney should be in accordance with the procedure, if any laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.

Form 10: Format of Agreement

FORMAT OF AGREEMENT

(On stamp paper of Rs. 500/-duly notarized)

This agreement is made at Firozabad on the _____ in the year _____ between _____ herein after referred to as "THE AGENCY" which expression shall unless excluded by or repugnant to the contract include its successors or permitted assigns) of the one part and the Firozabad Municipal Corporation their Head Office at Nagar Palika Market, 26, Agra Rd, Chandra Paliwal Market, Company Bagh, Arya Nagar, Firozabad, Uttar Pradesh - 283203 (hereinafter called "THE CLIENT" which expression shall unless excluded by or repugnant to the context include its successors or assigns) of the other part.

WHEREAS the aforesaid Firozabad Municipal Corporation has accepted the tender of the aforesaid contract for ____ year as per _____ dated : _____ hereinafter called "the works" and more particularly described enumerated or referred to in the specification terms and conditions prescribed in the LOI / LOA letter, covering letter and other letters and schedule of price which for the purpose of identification have been signed by _____ on behalf of the contractors and by _____ on behalf of Firozabad Municipal Corporation a list whereof is made out in the schedule hereunder written and all of which said document are deemed to form part of this contract and included in the expression "the works" wherever herein used, upon the terms and subject to the conditions hereinafter mentioned.

AND WHEREAS FIROZABAD MUNICIPAL CORPORATION has accepted the tender of the contractor for the said works for the sum of Rs. _____ (Rupees: _____ only) upon the terms and subject to the conditions herein mentioned.

NOW THIS AGREEMENT WITNESSES AND IT IS HERBY AGREED AND DECLARED THAT:-

1. The agency shall do and perform all works and things in this contract mentioned and described or which are implied therein or therefrom receptivity or are reasonably necessary for the completion of the works as mentioned and at the times, in the manner and subject to the terms, conditions and stipulations contained in this contract, and in consideration of the due provision, executions, construction and completion of the works agreed to by the contractors as aforesaid, Firozabad Municipal Corporation does hereby covenant with the contractor to pay all the sums of money as and when they become due and payable to the contractor under the provisions of the contract. Such payment to be made at such times and in such manner as is provided by the contract.
2. The condition and covenants stipulated herein before in this contract are subject to and without prejudice to the rights of Firozabad Municipal Corporation to enforce penalty for delays and / or any other rights whatsoever including the rights to reject and cancel on default or breach by the contractors of the conditions and the covenants as stipulated in the general conditions, specifications, form, or tender schedule, drawing, etc, attached with FMC Lol / LoA No.: _____

The contract value, extent or supply delivery dates, specifications, and other relevant matters may be altered by mutual agreement and if so altered shall not be deemed or

VOLUME – IV

**PART A – GENERAL CONDITIONS OF CONTRACT & PART B – SPECIAL
CONDITIONS OF CONTRACT**

PART A – GENERAL CONDITIONS OF CONTRACT

A. GENERAL

2. Definitions

- Terms, which are defined in the Contract Data and not defined in the Conditions of Contract shall keep their defined meanings. Capital initials are used to identify defined terms
 - a) **Bill of Quantities** means the priced and completed Bill of Quantities
 - b) **Compensation Events** are those defined in Clause 40 hereunder
 - c) The **Completion Date** is the date of completion of the Works as certified by the Engineer in accordance with clause 50
 - d) The **Contract** is the contract between the FMC and the Contractor to execute, complete and maintain the Works.
 - e) The **Contract Data** defines the documents and other information, which comprise the Contract
 - f) The **Bidder** is a person / Firm or corporate body, whose Bid to carry out the Works has been accepted by the FMC
 - g) The **Bidder's Bid** is the completed Bidding document submitted by the Bidder to the FMC and includes Technical and Financial proposals
 - h) The **Contract Price** is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract
 - i) **Days** are calendar days; months are calendar months
 - j) A **Defect** is any part of the Works not completed in accordance with the Contract
 - k) The **Defects Liability Period** is the period named in the Contract Data and calculated from the Completion Date
 - l) The **FMC** is Firozabad Municipal Corporation the party who will employ the Contractor to carry out the Works
 - m) The **Engineer** is the person named in the Contract Data will be the Engineer in Charge of work, who is responsible for supervising the Bidder's work, administering the Contract, making payments due to the Bidder
 - n) **Equipment** is the Bidder's machinery and vehicles brought temporarily to the Site to construct the Works
 - o) **Initial Contract Price** is the Contract Price listed in the Authority's Letter of Acceptance
 - p) **Intended Completion Date** is the date on which it is intended that the Bidder shall complete the Works. The Intended Completion Date is specified in the Contract Data. The Intended Completion Date may be revised only by the FMC by issuing an extension of time
 - q) **Materials** are all supplies, including consumables, used by the Bidder for incorporation in the Works
 - r) **Plant** is any integral part of the Works, which is to have a mechanical, electrical, electronic or chemical or biological function
 - s) The **Site** is the area defined as such in the Contract Data
 - t) **Site Investigation Reports** are those, which were included in the Bidding documents and are factual interpretative reports about the surface and sub-surface conditions at the site
 - u) **Specification** means the Specification of the works included in the Contract and any modification or addition made or approved by the FMC

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- v) The **Start Date/ Date of Commencement** is given in the Contract Data. It is the date when the Contractor shall commence execution of the works. It does not necessarily coincide with any of the Site Possession Dates
- v') A **Sub-contractor** is a person or corporate body who has a Contract with the Bidder to carry out a part of the work in the Contract, which includes work on the Site
- x) **Temporary Works** are works designed, constructed, installed, and removed by the Bidder, which are needed for construction or installation of the Works
- y) A **Variation or Change in Scope** is an instruction given by the Bidder, which varies and change the scope of Works
- z) **Works** are what the Contract requires the Bidder to construct, install, and turn over to the FMC, as defined in the Contract Data
- aa) **Year** may be understood as financial year

3. Interpretation

- In interpreting the Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their general meaning under the language of the Contract unless specifically defined. The FMC will provide instructions clarifying queries about the Conditions of Contract.
- If sectional completion is specified in the Contract Data, references in the Conditions of Contract to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion date for the whole of the Works).
- The documents forming the Contract shall be interpreted in the following order of priority:
 - a) Agreement
 - b) Notice to proceed with the work
 - c) Letter of Acceptance
 - d) Bidder's Bid
 - e) Contract Data
 - f) Special Conditions of Contract
 - g) General Conditions of Contract
 - h) Technical Specifications
 - i) Bill of quantities and
 - j) Any other document listed in the RFP document will forming part of the Contract agreement.

4. Languages and Law

The language of the Contract and the law governing the Contract are stated in the Contract Data. The Contract will be interpreted under Indian Laws.

5. Engineer's Decision

- Except where otherwise specifically stated, the Engineer will decide contractual matters between the Employer and the Bidder in the role representing the Employer. However, if the Engineer is required under the rules and regulations and orders of the


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Employer to obtain approval of some other authorities for specific actions, he will so obtain the approval.

- Except as expressly stated in the Contract, the Engineer shall not have any authority to relieve the Bidder of any of his obligations under the contract.

6. Delegation

The Engineer, with the approval of the Employer, may delegate any of his duties and responsibilities to other people after notifying the Bidder and may cancel any delegation after notifying the Bidder.

7. Communications

All Certificate, notices, or instructions to be given to the contractor by FMC shall be sent on the address or contact details given by the Bidder in form of bids at volume -III. Communications between parties which are referred to in the conditions shall be in writing. The Notice sent by email or other electronic means shall be effective on confirmation of the transmission. The Notice sent by Registered post or Speed post shall be effective on delivery or at the expiry of the normal delivery period as undertaken by the postal service.

8. Other Contractors

- The Bidder shall co-operate and share the site with other contractors. Public authorities' utilities, and the FMC between the dates given in the schedule of other contractors, as referred to in the contract data. The Bidder shall also provide facilities and work for them as described in the schedule. The FMC may modify the schedule of other contractor and shall notify the Bidder of any such modification.
- The Bidder should take up the work in convenient reaches as decided by the Engineer to ensure there is least hindrance to the smooth flow of traffic including movement of vehicles and equipment of other contractors till the completion of the works.

9. Personnel

- The Bidder should deploy minimum requirement of Manpower with the approval of the FMC. The FMC will approve any proposed replacement of technical personnel only if their relevant qualifications and abilities are substantially equal to or better than those of the personnel state in the Contract data.
- If the FMC asks the Bidder to remove a person who is a member of the Bidder's staff or work force, stating the reasons, the Bidder shall ensure that the person leaves the Site within seven days and has no further connection with the works in the contract.
- The Bidder shall not employ any retired Gazetted officer who has worked in the Engineering Department of the State Government and has either not completed two years after the date of retirement or has not obtained State Government's permission to employment with the Bidder.

10. FMC's and Bidder's Risks

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The FMC carries the risks which this Contract states are FMC's risks, and the Bidder carries the risks which this Contract states are Bidder's risks.

11. FMC's Risks

The FMC is responsible for the excepted risks which are (a) in so far as they directly affect the execution of the Works in India, the risks of war, hostilities, invasion, act of foreign enemies, rebellion, revolution, insurrection or military or usurped power, civil war, riot commotion or disorder (unless restricted to the Bidder's employees), and contamination from any nuclear fuel or nuclear waste or radioactive toxic explosive, or (b) a cause due solely to design of the works, other than the Bidder's design.

12. Bidder's Risks

- All risks of loss of or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract other than the excepted risks, referred to in clause 11.1, are the responsibility of the Bidder.

13. Insurance

- The Bidder at his cost shall provide, in the joint names of the FMC and the Bidder, insurance cover from the Start Date to the date of completion for the following events which are due to the Bidder's risks:
 - a) loss of or damage to the Works, Plant and Materials
 - b) loss of or damage to Equipment
 - c) loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract; and
 - d) Personal injury or death
 - e) Transit Insurance for supply of goods
- Insurance policies and certificates for insurance shall be delivered by the Bidder to the Engineer for the Engineer's approval before the completion date/ Start Date. All such insurance shall provide for compensation to be payable in Indian Rupees to rectify the loss or damage incurred.
- The bidder shall obtain Workmen Compensation Insurance Policy for the proposed Project work.
- The bidder shall provide to the FMC, within 30 days of the Appointed Date, evidence of professional liability insurance maintained by its Design Director and/or consultants to cover the risk of professional negligence in the design of Works. The professional liability cover shall be for a sum of not less than [3% (three per cent)] of the Contract Price and shall be maintained until the end of the Defects Liability Period.
- In case Bidder do not produce insurance as stated above, a suitable amount will be withheld from running bills of contractor till compliance are met. Withheld payment will be released in next running bills on successful compliance of above clause.
- Alterations to the terms of insurance shall not be made without the approval of the Engineer.
- Both parties shall comply with any conditions of the insurance policies.

14. Site Investigation Reports:

- The Bidder, in preparing the Bid, may rely on any site Investigation Reports referred to in the Contract Data, which are indicative and not exhaustive. The FMC shall provide all available details to the Bidder for his information, if requested by him at least one week prior to the bid submission date. The bidder shall be responsible for interpreting all such data. After award of work, the bidder shall carryout the Proposed Project work as per detailed drawings issued by the FMC as per the scope of work and time period stipulated.
- To the extent which was practicable (taking account of cost and time), the Bidder 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. To the same extent, the Bidder shall be deemed to have inspected and examined the Site, its surroundings, the above data and other available information, and to have been satisfied before submitting the Tender as to all relevant matters, including (without limitation):
 - a) the form and nature of the Site, including sub-surface conditions,
 - b) the climatic conditions,
 - c) the extent and nature of the work and Goods necessary for the execution and completion of the Works and the remedying of any defects,
 - d) the Laws, procedures and labour practices of the Country, and
 - e) the bidder's requirements for access, accommodation, facilities, personnel, power, transport, water and other work.
 - f) availability of required materials

15. Queries about the Contract Data

- The FMC will clarify queries on the Contract Data if any during the Pre-bid meeting.

16. Bidder to Construct the Works

- The Bidder shall construct and install the Works in accordance with the approved specification and drawings. All designs, drawings and specifications will be issued by the FMC before execution in accordance with Clause 18

17. The Works to be completed by the Intended Completion Date

- The bidder may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the programme submitted by the Bidder, as updated with the approval of the Engineer, and complete them by the Intended Completion Date.

18. Possession of the site

The FMC shall give possession of all parts of the Site to the Bidder. If possession of a part is not given by the date stated in the Contract Data, the Authority is deemed to have delayed the start of the relevant activities and this will be Compensation Event


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on the part of FMC and Extension of Contract period may be awarded for such period to the Bidder.

19. Access to the Site

The Bidder shall allow the FMC and any person authorized by the FMC access to the Site, to any place where work in connection with the Contract is being carried out or is intended to be carried out.

20. Instructions

- The Bidder shall carry out all instructions of the Engineer pertaining to works, which comply with the applicable laws where the Site is located.
- The Bidder shall permit the FMC to inspect the Bidder's accounts and records relating to the performance of the Bidder and to have them audited by auditors appointed by the Authority, if so, required by the Authority.

21. Jurisdiction for Contract Dispute

That for the purpose of jurisdiction in the event of disputes if any of the Contracts would be deemed to have been entered in to within the State of Uttar Pradesh at Firozabad and it is agreed that only the courts of Firozabad shall have the exclusive Jurisdiction to entertain the dispute or any proceeding.

22. Dispute Redressal System

- If any dispute of any kind what-so-ever shall arise in connection with or arising out of this Contract or the execution of Works of maintenance of the Works there under, whether before its commencement or during the progress of works or after the termination, abandonment or breach of the Contract, it shall, in the first instance, be referred for settlement to the competent authority, described along with their powers in the Contract data. The Competent authority shall, within a period of Thirty days after being requested in writing by the Bidder to do so, convey his decision to the Bidder. Such decision in respect of every matter so referred shall, subject to review as hereinafter provided, be final and binding upon the Bidder. In case the Works is already in progress, the Bidder shall proceed with the execution of the Works, including maintenance thereof, pending receipt of the decision of the competent authority as aforesaid, with all due diligence.
- Either party will have the right of appeal, against the decision of the competent authority as aforesaid, with all appealed exceeds rupees one lakh.

23. Procedure for Resolution of Disputes

- Either party may refer a decision of the Competent Authority to Arbitration within 28 days of the Competent Authority's written decision. Arbitration shall be under Arbitration and Conciliation Act 1996 with subsequent Amendments. If neither party refers the dispute to Arbitration within the above 28 days, the Competent Authority's decision will be final and binding.

- Performance under the contract shall continue even after reference to the arbitration and payments due to the contractor by the Employer shall not be withheld, unless they are the subject matter of the Arbitration proceedings.

B. TIME CONTROL

24. Programme

- Within 7 days of signing of Contract, the successful bidder shall submit to the FMC for approval a programme chart showing the general methods, arrangements, order and timing for all the activities in the Works along with monthly cash flow forecasts for the construction of works. Apart from this, the agreed work programme, design, engineering, drawings, delivery and installation schedule, milestones during such contract negotiation shall also form part of the agreement.
- An updated of the Programme shall be a programme showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work including any changes to the sequence of the activities.
- The contractor shall submit to the FMC, for approval, an updated Programme at intervals no longer than the period stated in the Contract Data. If the Bidder does not submit an updated Programme within this period, the Engineer may withhold the amount stated in the Contract Data from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue programme has been submitted.
- The FMC's approval of the Programme shall not alter the Contractor's obligations. The Bidder may revise the Programme and submit it to the FMC again at any time. A revised Programme is to show the effect of Variations and Compensation Events.

25. Extension of the Intended Completion Date:

- The FMC shall extend the Intended Completion Date if a Compensation Event occurs, or a Variation is issued which makes it impossible for Completion to be achieved by the intended Completion Date without the Bidder taking steps to accelerate the remaining work and which would cause the Bidder to incur additional cost.
- The FMC shall decide whether and by how much time to extend the Intended Completion Date within 21 days of the Bidder asking the FMC for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information. If the Bidder has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended completion date.

C. QUALITY CONTROL

26. Identifying Defects

The Engineer shall check the Bidder's work regularly and notify the Bidder of any Defects that are found. Such checking shall not affect the Bidder's responsibilities. The Engineer may instruct the Bidder to search for defects and to uncover and test

any work that the Engineer considers may have a Defect. The defects so found shall be suitably rectified by the Bidder within a reasonable time as decided by Engineer-in-charge of the project.

27. Tests

If the Engineer instructs the Bidder to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Bidder shall pay for the test and any samples.

D. COST CONTROL

28. Bill of Quantities

The Bill of Quantities is used to calculate the Contract price. The Bidder is paid for the quantity of the work done at the rate in the Bill of Quantities for each item for the project work.

29. Variation of Quantities

- The FMC may increase or decrease the quantity of BOQ items specified in the Bidding Document due to change in circumstances.
- The Bidder shall not be entitled for any claim or compensation except otherwise provided in the conditions of contract.

30. Payments for Variations

- If rates for variation items are specified in Bill of Quantity, the Bidder shall carry out such work at the same rate. This shall apply for variation only up to the limit prescribed in Clause 33 above.
- If the rates for Variation of Items are not specified in the Bill of quantities, the Engineer shall derive the rate from similar items of Bill of quantities or Standard UPPWD S.O.R rates or prevailing Market rates with Rate Analysis.

31. Payments Certificates

- **Civil works**
 - a) The Contractor shall submit to the Engineer fortnightly/monthly Running Account Bills & statements of the value of the work completed in each case along with supporting documents.
 - b) The Engineer shall check the Bidder's fortnightly/monthly Running Account Bills & statements within 14 days and certify the amount to be paid to the Bidder.
 - c) The value of work executed shall be determined by the Engineer.
 - d) The value of work executed shall comprise the value of the quantities of the items as per the Bill of Quantities and connected milestone & work programme to the contract.
 - e) The value of work executed shall include the valuation of Variations and Compensation Events, if any.

- f) The Engineer may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.
- g) The Payment of final bill shall be governed by the provision of clause 50.0 of GCC.

32. Compensation Events

- The following are Compensation Events unless they are caused by the Bidder:
 - a) The FMC orders a delay or delays exceeding a total of 30 days
 - b) The effects on the Bidder of any of the Employer's risks.
- If a Compensation Event would prevent the work being completed before the Intended Completion Date, the Intended Completion Date shall be extended. The Bidder will react competently and promptly to the event and shall submit information demonstrating the effect of the Compensation Event and the required extended time period for completion

33. Tax

- The rates quoted by the Bidder shall be deemed to be inclusive of all taxes (excluding GST amount), duties, royalties, statutory payments, cess etc., that the Bidder will have to pay for the performance of this Contract. The FMC will perform such duties in regard to the deduction of such taxes at source as per applicable law. With reference to the circular no 962/नौ-9-2017-81ज/17 of dated 17.10.2017 and circular no. 89/नौ-9-2018-81ज/2017 dated: 16/02/2018 from govt. of Uttar Pradesh, the GST amount is to be reimbursed to the contractor separately and other than actual invoice amount. And hence, contractor will submit invoice by showing the actual amount and GST amount separately. The actual amount to be paid as per the rule stated in RFP and the GST amount to be reimbursed as per the circular.
- GST amount will be paid extra as per applicable rates. Notwithstanding, GST amount will be reimbursed to the Bidder on submission of original receipt of Challan from the concerned authorities of the project work.

34. Currencies

All payments shall be made-in Indian Rupees.

35. Cost of Repairs

Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Bidder at his cost if the loss or damage arises from the bidder's acts or omissions.

E. FINISHING THE CONTRACT

36. Completion

The Bidder shall request the Engineer to issue a Certificate of Completion of the Works and the Engineer will do so upon deciding that the Work is completed.

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37. Taking Over

The FMC shall take over the Site and the Works within seven days of the Engineer issuing a certificate of Completion.

38. Final Account

- The bidder shall supply the FMC with a detailed account of the total amount that the FMC considers payable for works under the contract within 21 days of issue of certificate of completion of construction of works. The FMC shall issue a defect liability certificate and certify any payment that is due to the correct and complete if the account is not correct or complete, the FMC shall issue within 42 days a schedule that states the scope of the corrections or additions that are necessary. If the account is still unsatisfactory after it has been resubmitted, the FMC shall decide on the amount payable to the bidder and issue a payment certificate within 28 days of receiving the bidder's revised account. The Payment of final bill for construction of works will be made within 14 days thereafter.
- In case the account is not received within 21 days of issue of Certificate of Completion as provided in clause 42 above, the FMC shall proceed to finalise the account and issue a payment certificate within 28 days. The payment of final bill for Project work will be made within 14 days thereafter.
- Payment shall be made on Running Account (RA) basis based on work progress and certification by the Engineer-in-Charge.

39. Termination

- The FMC may terminate the Contract if the other party causes a fundamental breach of the Contract.
- Fundamental breaches of Contract include, but shall not be limited to the following:
 - a) the Bidder stops work for more than 28 days when no stoppage of work is shown on the current Programme and the stoppage has not been authorized by the Engineer
 - b) the Bidder is declared as bankrupt or goes into liquidation other than for approved reconstruction or amalgamation
 - c) the FMC gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Bidder fails to correct it within a reasonable period of time determined by the Engineer
 - d) the Bidder does not maintain a security which is required
 - e) the Bidder has delayed the completion of works by the number of days for which the maximum amount of liquidated damages can be paid as defined in clause 33 above and Contract data
 - f) the Bidder fails to provide insurance cover as required under clauses of GCC
 - g) if the Bidder, in the judgment of the FMC has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. For the purpose of this Clause: "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the

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execution of a contract to the detriment of the Borrower and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.

- Notwithstanding the above, the FMC may terminate the Contract for convenience
- If the Contract is terminated, the Bidder shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible.

40. Payment upon Termination

- If the Contract is terminated because of a fundamental breach of Contract by the Bidder, the Engineer shall issue a certificate for the value of the work done up to the date of the issue of the certificate, less other recoveries due in terms of the contract, less taxes due to be deducted at source as per applicable law and less the percentage to apply to the work not completed as indicated in the Contract Data. Additional Liquidated Damages shall not apply. If the total amount due to the FMC exceeds any payment due to the Bidder, the difference shall be a debt payable to the FMC.
- If the Contract is terminated at the FMC's convenience, the Engineer shall issue a certificate for the value of the work done, up to the date of the certificate, less other recoveries due in terms of the contract and less taxes due to be deducted at source as per applicable law. No extra cost will be paid by the FMC for expenditure towards removal of Equipment, repatriation of the Bidder's personnel employed solely on the Works and the Bidder's costs of protecting and securing the Works.

41. Property

All materials on the Site, Plant, Equipment, Temporary Works and Works are deemed to be the property of the FMC, if the Contract is terminated because of a Bidder's default, till the works is completed after which it will be transferred to the Bidders and credit, if any, given for its use.

F. OTHER CONDITIONS OF THE CONTRACT

42. Labour

- The Bidder shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport.
- The Bidder shall, if required by the FMC, deliver to the FMC a return in detail, in such form and at such intervals as the FMC may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by the Bidder on the site and such other information as the FMC may require.

43. Compliance with Labour Regulations

During continuance of Contract, the bidder and his sub-contractors shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye-laws of the State or Central Government. The bidder shall keep

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the FMC indemnified in case any action is taken against the FMC by the competent authority on account of contravention of any of the provisions of any act or rules made there under, regulations or notifications including amendments. If the FMC is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or non-observance of the provisions stipulated in the notifications/byelaws/Acts/Rules /regulations including amendments. If any, on the part of the Bidder, the FMC shall have the right to deduct any money due to the Bidder including his amount of performance security. The FMC shall also have right to recover from the Bidder any sum required or estimated to be required for making good the loss or damage suffered by the FMC.

44. Photographs/Video Recording of the works

The FMC shall do Photography/Videography of the site firstly before the start of the work, secondly midway in the execution of different stages of work and lastly after the completion of the work. Additionally, Project monitoring forms and evidence shall be submitted from time to time as per instructions of Engineer-in-Charge. No separate payment will be made to the bidder for this.

45. Liquidated Damages

- The Bidder shall pay liquidated damages to the Authority at the rate zero-point five (0.5%) percent of balance work per week stated in the Contract Data for each week that the Completion Date is later than the Intended Completion Date (for the whole of the works or the milestone as stated in the contract data). The total amount of liquidated damages shall not exceed 10% of the Contract price as defined in the Contract Data. The FMC may deduct liquidated damages from payments due to the Bidder. Payment of liquidated damages shall not relieve the bidder from his / her / their obligation to complete the works or from any other duties, obligations or responsibilities which he / she / they may have under the contract.
- If the Intended Completion Date is extended after liquidated damages have been paid, the Engineer shall correct any overpayment of liquidated damages by the Bidder by adjusting the next payment certificate.

46. Penalty

FMC shall impose penalties for non-compliance, delays, safety violations, and quality failures to ensure timely execution and quality standards for the Construction of RCC Drain from Mohalla Duli intersection to Sadar Bazaar and Pt. Deendayal Upadhyay Marg Tiraha existing circular road drain, Firozabad. Penalties shall be recovered from running bills or Performance Security, as applicable.

Sl. No.	Description of Incident	Penalty to be Imposed
1	Delay in completion beyond contractual period	0.5% of contract value per week of delay (max 10%)

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2	Critical safety violations (worker falls, major accidents)	INR 50,000 per incident + suspension of work
3	Use of unapproved materials/finishes (Clause 1.35)	2% of affected item cost + removal at Contractor's expense
4	Substandard workmanship requiring rework	INR 50,000 per incidence
5	Non-submission of weekly progress reports	INR 5,000 per missed report
6	Labour law violations (wages, ESI, PF non-compliance)	INR 10,000 per violation + compliance within 48 hours
7	Environmental violations (debris, dust, noise pollution)	INR 15,000 per violation + immediate rectification
8	Site security/safety lapses (theft, unauthorized access)	INR 20,000 per incident + enhanced security measures
10	Defect rectification delays during DLP (12 months)	INR 2,000 per defect per day (max 30 days per defect)
11	Unauthorized subcontracting without approval	5% of subcontracted value + termination of subcontract
12	False documentation or measurement claims	Immediate termination + EMD/PS forfeiture + blacklisting
13	Force majeure beyond 30 cumulative days without mitigation	Time extension only, no cost compensation

PART B – SPECIAL CONDITIONS OF CONTRACT

1. Contractor to indemnify Employer against Patent Rights

The contractor shall fully indemnify and keep indemnified the Employer against any action, claim or proceedings 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 under or action brought against Department/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 Employer 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 this behalf.

2. Unfiltered water supply

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.

- That the water used by the contractor(s) shall be fit for construction purposes to the satisfaction of the Engineer.
- The Engineer 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, unsatisfactory.

3. Changes in firm's Contribution to be intimated

Where the contractor is a partnership firm, the prior approval in writing of the Engineer shall be obtained before any change is made in the constitution of the firm. 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 the terms of the agreement and action may be taken at the risk and the cost of the Contractor.

4. Recovery of Compensation paid to workmen

In every case in which by virtue of the provision sub-section (1) of Section 12, of the Workmen's Compensation Act.1 923, Employer is obliged to pay compensation to a workman employed by the contractor, in execution of the works, Employer will recover from the contractor, the amount of the compensation so paid, and, without prejudice to the rights of the Employer under sub-section (2) of Section 12, of the said Act, Employer 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 Employer to the contractor whether under this contract or otherwise. Employer 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 Employer full security for all costs for which Employer might become liable in consequence of contesting such claim.


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- 4.1. 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 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 provide necessary facilities as aforesaid, he shall be liable to pay a penalty of Rs. 2000/- for each default and in addition, the Engineer shall be at liberty to make arrangement and provide facilities as aforesaid and recover the costs incurred in that behalf from the contractor. The contractor shall be completely held responsible for any mishap at site due to insufficient safety measures.

5. Security of Assets

The contractor shall place a private security agency on the site of work for safety & security of materials, personnel's, vehicles and machinery etc. at his own cost. The security agency shall also regulate movement of materials, personnel's, vehicles and machinery. This agency shall follow the guidelines given by the Engineer. Nothing extra shall be paid on this account.

6. The contractor shall produce all original documents of Custom & other clearances of all the materials imported (if any) up to the quantity to be used for tendered work before use.
7. The contractor shall procure TMT bars of appropriate grade, as per design, from primary steel producers such as SAIL, Tata Steel Ltd, RINL, Jindal Steel & Power Ltd. etc.
8. The contractor shall have to obtain vouchers and furnish test certificates to the Engineer in respect of all supplies of steel brought by him to the site of work.
9. The steel reinforcement bars shall be stored by the contractor at site of work in such a way as to prevent distortion & corrosion, and nothing extra shall be paid on this account. Bars of different sizes and lengths shall be stored separately to facilitate easy counting and checking.
10. Reinforcement including authorised spacer bars and lap lengths shall be measured in length of different diameters, as actually (not more than as specified in the drawing) used in the work, nearest to a centimetre. Wastage and unauthorised overlaps shall not be measured.
11. The tenderer shall see the approaches to the site. In case any approach from main road is required by the contractor, the same shall be made good, improved and maintained by the contractor at his own cost. No payment shall be made on this account.
12. The contractor (s) shall give to the Municipality, Police and other authorities all necessary notices etc. that may be required by law and obtain all requisite Licenses for temporary obstructions, enclosures etc. and pay all fee, taxes and charges which may be leviable on account of these operations in executing the contract. He shall make good any damage to the adjoining property whether public or private and shall supply and maintain light and other for cautioning the public at night.

13. Contractor shall provide permanent benchmarks and other reference points for the proper execution of work and these shall be preserved till the end of work. All such reference points shall be in relation to the levels and locations, given in the drawings.
14. The contractor shall make his own arrangement for obtaining electric connection and make necessary payments directly to the department concerned.
15. Other agencies doing works related with this project may also simultaneously execute their works and the contractor shall afford necessary facilities for the same. The contractor shall leave such necessary holes, openings etc. for laying/burying in the work, pipes cables, conduits, clamps, boxes and hooks for fan clamps etc. as may be required for the other agencies. Nothing extra over the Agreement rates shall be paid for doing these.
16. The contractor shall give a performance test of the entire installation(s) as per standing specifications before the work is finally accepted by making his own arrangements for water supply, electricity etc. and nothing extra whatsoever shall be payable for the same.
17. It shall be ensured by the contractor that no electric live wire is left exposed or unattended to avoid any accidents in this regard.
18. The contractor shall maintain in perfect condition, all portions executed till completion of the entire work allotted to him. Where however phased delivery of work is contemplated these provisions shall apply separately to each phase.
19. If the work is carried out in more than one shift or during night, no claim on these accounts shall be entertained.
20. The contractor shall take all precautions to avoid accidents, exhibiting caution boards day and night, speed limit boards, red flags, red light and providing necessary barriers and other measures required from time to time. The contractor shall be responsible for all damages and accidents due to negligence on his part.
21. The contractor shall conduct work so as not to interfere with or hinder the progress or completion of the work being performed by other contractor(s) or by the Engineer and shall as far as possible arrange his work and shall place and dispose of the materials being used or removed so as not to interfere with the operations of other contractor or he shall arrange his work with that of the others in an acceptable and coordinated manner and shall perform it in proper sequence to the complete satisfaction of others.
22. Samples of all materials and fittings to be used in the work in respect of brand manufacturer and quality shall be got approved from the Engineer and shall be preserved till the completion of the work. Articles bearing BIS certifications mark shall only be used unless no manufacturer has got BIS mark for the particular material. Any material/fitting whose sample has not been approved and any other unapproved material brought by the contractor shall be immediately removed as soon as directed. Unless otherwise specified in the schedule of quantities the rates for all items shall be considered as inclusive of pumping/baling out water, if necessary, for which no extra payment shall be made. Those conditions shall be considered to include water from any source such as inflow of flood, surface and sub-soil water etc. and shall apply to the execution in any season.


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23. Environmental Compliance

All essential environmental measures including but not limited to the following are to be taken to control pollution.

23.1. Construction Vehicles, Equipment and Machinery:

- 23.1.1. All vehicles, equipment and machinery to be procured for construction shall conform to the relevant Bureau of India Standard (BIS) norms.
- 23.1.2. Emission from the vehicles must conform to environmental norms.
- 23.1.3. Dust produced from the vehicular movement and other site activities is to be mitigated by sprinkling of water.
- 23.1.4. Noise limits for construction equipment's shall not exceed 75dB(A), measured at one meter from the edge of the equipment in free area, as specified in the Environment Protection Act, 1986, schedule VI part E, as amended till date. The maximum noise levels near the construction site should be limited to 65dB (A) Leq (5 min) in project area.

23.2. Construction Wastes Disposal

- 23.2.1. The pre-identified dump locations will be a part of solid waste management plan to be prepared by the Contractor in consultation with Engineer.
- 23.2.2. Contractor shall get approved the location of disposal site prior to commencement of the excavation on any section of the project location.
- 23.2.3. Contractor shall ensure that any spoils of material/construction waste will not be disposed of in any municipality solid waste collection bins.

23.3. Procurement of Construction Materials

- 23.3.1. All vehicles delivering construction materials to the site shall be covered to avoid spillage of materials and maintain cleanliness of the roads.
- 23.3.2. Wheel Tires of all vehicles used by of the contractor, or any of his subcontractor or materials suppliers shall be cleaned and washed clear of all dust/mud before leaving the project premises. This shall be done by routing the vehicles through tire washing tracks.
- 23.3.3. Contractor shall arrange for regular water sprinkling at least twice a day (i.e. morning and evening) for dust suppression of the construction sites and unpaved roads used by his construction vehicles.

23.4. Water Pollution

- 23.4.1. The Contractor shall take all precautionary measures to prevent the wastewater during construction to accumulate anywhere.
- 23.4.2. The wastewater arising from the project is to be disposed of in the manner that is acceptable to the Engineer.


23.5. Air and Noise Pollution

Contractor shall use dust screens and sprinkle water around the construction site to arrest spreading of dust in the air and surrounding areas.

- 23.5.1. Contractor shall ensure that all vehicles, equipment and machinery used for construction are regularly maintained and confirm that emission levels comply with environmental emission standards/norms.
- 23.5.2. For controlling the noise from Vehicles, Plants and Equipment's, the Contractor shall confirm the following:
 - 23.5.2.1. All vehicles and equipment used in construction will be fitted with exhaust silencers.
 - 23.5.2.2. Servicing of all construction vehicles and machinery will be done regularly and during routine servicing operations, the effectiveness of exhaust


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- silencers will be checked and if found defective must be replaced by the contractor immediately.
- 23.5.2.3. Noise emission from compactors (rollers) front loaders, concrete mixers, cranes (movable), vibrators and saws should be less than 75 dB(A).
- 23.5.2.4. As per the standards/guidelines for control of Noise Pollution from Stationary Diesel Generator (DG) sets, noise emission in dB(A) from DG Set (15-500 KVA) should be less than $94 + 10 \log 10$ (KVA).
- 23.6. Adequate drinking water facility should be provided at site, adequate number of decentralized latrines and urinals to be provided for construction workers.
- 23.7. Full time workers residing on site should be provided with clean and adequate temporary hutment.
- 23.8. Adopt measures to prevent air pollution in the vicinity of the site due to construction activities. The best practices should be followed (as adopted from international best practice documents and codes).
- 23.9. Identify roads on-site that would be used for vehicular traffic. Update vehicular roads (if these are unpaved) by increasing the surface strength by improving particle size, shape and mineral type that make up the surface base. Add surface gravel to reduce source of dust emission. Limit amount of fine particles (smaller than 0.075mm) to 10-20%. Limit vehicular speed on site 10 km/h. Nothing extra will be payable for this.
- 23.10. All material storages should be adequately covered and contained so that they are not exposed to situations where winds on site could lead to dust/particulate emissions.
- 23.11. Spills of dirt or dusty materials shall be cleaned up promptly, so the spilled material does not become a source of fugitive dust and also to prevent seepage of pollutant laden water into the ground aquifers. When cleaning up the spill, ensure that the clean - up process does not generate additional dust. Similarly, spilled concrete slurries or liquid wastes should be contained/cleaned up immediately before they can infiltrate into the soil/ground or runoff in nearby areas.
- 23.12. Ensure that water spraying is carried out by wetting the surface by spraying water on:
- 23.12.1. Any dusty material.
- 23.12.2. Areas where demolition work is carried out.
- 23.12.3. Any unpaved main-haul road and.
- 23.12.4. Areas where excavation or earth moving activities are to be carried out.
- 23.13. The contractor shall ensure the following:
- 23.13.1. Covering stockpiles of dusty material with impervious sheeting.
- 23.13.2. Covering dusty load on vehicles by impervious sheeting before they leave the site.
- 23.13.3. Transferring, handling/storing dry loose materials like bulk cement and dry pulverized fly ash inside a totally enclosed system.
- 23.14. Clear vegetation only from areas where work will start right away
- 23.15. Provide sheet covering/barricading of site of not less than 3m height along the site boundary, next to a road or other public area. Nothing extra will be paid for this.
- 23.16. The contractor shall provide experienced personnel with suitable training to ensure that these methods are implemented. Prior to the commencement of any work, the

method of working, plant equipment and air pollution control system to be used on-site should be made available for the inspection and approval of the Engineer to ensure that these are suitable for the project.

- 23.17. Employ measures to segregate the waste on-site into inert, chemical or hazardous wastes. Recycle the unused chemical/hazardous wastes such as oil, paint, batteries and asbestos. The inert waste is to be disposed of to Municipal Corporation/local bodies dump yard and landfill sites.
- 23.18. To preserve the existing landscape and protect it from degradation during the process of construction. Select proper timing for construction activity to minimize the disturbance such as soil pollution due to spilling of the construction material and its mixing with rainwater. The construction management plan including soil erosion control management plan shall be prepared accordingly. The application of soil erosion control measures includes construction of gravel pits and tire washing bays of approved size and specification for all vehicular site entry/exits, protection of slopes greater than 10%. Sedimentation Collection System and run-off diversion systems shall be in place before the commencement of construction activity. Preserve and protect the existing vegetation by not disturbing or damaging the specified site areas during construction.
- 23.19. The Contractor should follow the construction plan as proposed by the Engineer/landscape consultant to minimize the site disturbance such as soil pollution due to spilling. Use staging and spill prevention and control plan to restrict the spilling of the contaminating material on site.
- 23.20. Spill prevention and control plans should clearly state measures to stop the source of the spill, measures to contain the spill and measures to dispose the contaminated material and hazardous wastes. It should also state the designation of personnel trained to prevent and control spills, hazardous wastes include pesticides, paints, cleaners and petroleum products.
- 23.21. A soil Erosion and Sedimentation Control Plan (ESCP) should be prepared prior to construction and should be applied effectively.
- 23.22. Hazardous wastes include pesticides, paints, cleaners, and petroleum products.
- 23.23. The contractor shall ensure that no construction leaches (Ex: cement slurry) is allowed to percolate into the ground. Adequate precautions are to be taken to safeguard against this including reduction of wasteful curing processes, collection, basic filtering and reuse. The contractor shall follow requisite measures for collecting drainage water run-off from construction areas and material storage sites and diverting water flow away from such polluted areas. Temporary drainage channels, perimeter dike/swale, etc. shall be constructed to carry the pollutant-laden water directly to the treatment device or facility (municipal sewer line).
- 23.24. All lighting installed by the contractor around the site and at the labour quarters during construction shall be CFL/LED bulbs of the appropriate illumination levels. This condition is a must, unless specifically prescribed otherwise.

24. Safety Measures to be followed

- 24.1. 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 hand-hold shall be provided on the ladder and the ladder shall be given an inclination not steeper than 1/4 to 1 (1/4 horizontal and 1 vertical.)
- 24.2. 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 37.2 above.
- 24.3. 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. for ladder up to and including 3 m. (10 ft.) in length. For longer ladders, this width should be increased at least 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.
- 24.3.1. **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.
- 24.3.2. **Safety Measures for digging bore holes: -**
- 24.3.2.1. 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.
- 24.3.2.2. During drilling, Sign boards should be erected near the site with the address of the drilling contractor and the Engineer of the work.


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24.3.2.3. 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 50 m around the point of drilling to avoid entry of people.

24.3.2.4. 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.

24.3.2.5. After the borewell is drilled the entire site should be brought to the ground level.

24.4. Demolition - Before any demolition work is commenced and also during the progress of the work,

24.4.1. All roads and open areas adjacent to the work site shall either be closed or suitably protected.

24.4.2. 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.

24.5. All necessary personal safety equipment as considered adequate by the Engineer 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.

24.5.1. Workers employed on mixing asphaltic materials, cement and lime mortars shall be provided with protective footwear and protective goggles.

24.5.2. 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.

24.5.3. Those engaged in welding works shall be provided with welder's protective eye shields.

24.5.4. Stone breaker shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.

24.6. When the work is done near any place where there is risk of drowning, all necessary equipment's 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.

24.7. Use of hoisting machines and tackle including their attachments, anchorage and supports shall conform to the following standards or conditions: -

24.7.1. 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.

24.7.2. 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.

24.7.3. Use of durable and reusable formwork systems to replace timber formwork and ensure that formwork where used is properly maintained.

- 24.7.4. 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.
- 24.7.5. 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.
- 24.7.6. The contractors shall notify the safe working load of the machine to the Engineer whenever he brings any machinery to site of work and get it verified by Engineer
- 24.8. 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.
- 24.9. 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.
- 24.10. 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.
- 24.11. 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 or their representatives.
- 24.12. Notwithstanding the above clauses as above 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.

25. First-Aid Facilities

- 25.1. At every workplace, 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.
- 25.2. The first-aid box shall be distinctly marked with a red cross on white background and shall contain the following equipment: -

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- 25.2.1. For workplaces in which the number of contract labour employed does not exceed 50- Each first-aid box shall contain the following equipment's: -
- 6 small sterilised dressings.
 - 3 medium size sterilised dressings.
 - 3 large size sterilised dressings.
 - 3 large sterilised burn dressings.
 - 1 (30 ml.) bottle containing a two per cent alcoholic solution of iodine.
 - 1 (30 ml.) bottle containing salvolatile having the dose and mode of administration indicated on the label.
 - 1 snakebite lancet.
 - 1 (30 gms.) bottle of potassium permanganate crystals.
 - 1 pair scissors.
 - 1 copy of the first-aid leaflet issued by the Director General, Factory Advice Service and Labour Institutes, Government of India.
 - 1 bottle containing 100 tablets (each of 5 gms.) of aspirin.
 - Ointment for burns.
 - A bottle of suitable surgical antiseptic solution.
- 25.3. Adequate arrangements shall be made for immediate recoupment of the equipment when necessary.
- 25.4. Nothing except the prescribed contents shall be kept in the First-aid box.
- 25.5. 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 workplace.
- 25.6. A person in charge of the First-aid box shall be a person trained in First-aid treatment in the workplaces where the number of contract labour employed is 150 or more.
- 25.7. In workplaces 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.
- 25.8. Where workplaces 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.

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VOLUME - V
LoA / Work Order forms

FORMAT FOR LETTER OF ACCEPTANCE

Letter No: _____

Date: _____

Sub: **Proposal for "Request for proposal (RFP) <.....>, Firozabad, Uttar Pradesh"**

To,

[Name and address of the Contractor]

Dear Sir,

This is to notify you that your Proposal dated _____ for execution of the work **"Request for proposal (RFP) for <.....>, Firozabad, Uttar Pradesh"** on Percentage Rate Contract basis involving Development and execution of works _____ [Name of the contract and identification number, as given in the Instructions to Bidders] for the Contract Price of Rupees _____ (_____) [amount in words and figures], as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by our Agency.

We note that as per the bid, you do not intend to subcontract any component of work

(Or)

We note that as per bid, you propose to employ _____ as subcontractor for executing _____

(Delete whichever is not applicable)

You are hereby requested to furnish Performance Security and Additional Performance Security (if any) in the form detailed in the ITB for an amount of Rs...../- within 10 days of the receipt of this letter of acceptance and sign the contract failing which action as stated in Para 30.0 of ITB will be taken.

Yours faithfully,

Authorized Signature

Name and Title of Signatory

B: ISSUE OF NOTICE TO PROCEED WITH WORK

(Letter head of the Authority)

To,

Date_____

M/S (name and address of the Contractor)

Dear Sir,

Pursuant to your furnishing the requisite security and signing of the contract agreement for the **"Request for proposal (RFP) for <.....>, Firozabad, Uttar Pradesh"** involving Development and execution of works @ a Bid Price of Rs. _____, you are hereby instructed to proceed with the execution of the said works in accordance with the contract documents.

Yours faithfully,

(Signature, name and Title
of signatory authorized to
sign on behalf of Authority)

VOLUME – VI
TECHNICAL SPECIFICATIONS & DRAWINGS

PART A- SPECIFICATIONS

For items mentioned in the BOQ, the Contractor shall follow UPPWD Specifications/ BIS Standards/ CPWD Specifications relevant to the particular items of work. Wherever these specifications are not available standard engineering practices will be adopted with the approval of the Engineer. Some of the broad specifications are listed hereunder-

1. Site Clearance

- 1.1. Before the earth work is started, the area coming under cutting and filling shall be cleared of shrubs, rank vegetation, grass, brushwood, trees and saplings of girth up to 30cm measured at a height of one metre above ground level and rubbish removed up to a distance of 50 metres outside the periphery of the area under clearance. The roots of trees and saplings shall be removed to a depth of 60cm below ground level or 30 cm below formation level or 15 cm below sub grade level, whichever is lower, and the holes or hollows filled up with the earth, rammed and levelled
- 1.2. The trees of girth above 30 cm measured at a height of one metre above ground shall be cut only after permission of the Engineer is obtained in writing. The roots of trees shall also be removed as specified in this RFP for payment for cutting such trees and removing the roots shall be made separately.
- 1.3. Existing structures and work such as old buildings, culverts, fencing, water supply pipelines, sewers, power cables, communication cables, drainage pipes etc. within or adjacent to the area if required to be diverted/removed, shall be diverted/dismantled as per directions of the Engineer and payment for such diversion/dismantling works shall be made separately.
- 1.4. Lead of 50m mentioned in the 'Schedule of Quantities' is the average lead for the disposal of excavated earth within the site of work. The actual lead for the disposal of earth may be more or less than the 50 m for which no cost adjustment shall be made in the rates.

2. Setting Out and Making Profiles

- 2.1. A masonry pillar to serve as a benchmark will be erected at a suitable point in the area, which is visible from the largest area. This benchmark shall be constructed connected with the standard benchmark as approved by the Engineer. Necessary profiles with strings stretched on pegs, bamboos or 'Burjis' shall be made to indicate the correct formation levels before the work is started. The contractor shall supply labour and material for constructing benchmark, setting out and making profiles and connecting benchmark with the standard benchmark at his own cost. The pegs, bamboos or 'Burjis' and the benchmark shall be maintained by the contractor at his own cost during the excavation to check the profiles.
- 2.2. The ground levels shall be taken at 5 to 15 metres intervals (as directed by the Engineer Charge) in uniformly sloping ground and at closer intervals where local mounds, pits or undulations are met with. The ground levels shall be recorded in field books and plotted on plans. The plans shall be drawn to a scale of 5 metres to one cm or any other suitable scale decided by the Engineer. North direction line and position of benchmark shall invariable be

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shown on the plans. These plans shall, be signed by the contractor and the Engineer or their authorized representatives before the earth work is started. The labour required for taking levels shall be supplied by the contractor at his own cost.

3. Earth Work & Filling

- 3.1. All excavation operations manually or by mechanical means shall include excavation and 'getting out' the excavated materials. In case of excavation for trenches, basements, water tanks etc. 'getting out' shall include throwing the excavated materials at a distance of at least one metre or half the depth of excavation, whichever is more, clear off the edge of excavation. In all other cases 'getting out' shall include depositing the excavated materials as specified. The subsequent disposal of the excavated material shall be either stated as a separate item or included with the items of excavation stating lead.
- 3.2. In case of excavation for foundation in trenches or over areas, the bed of excavation shall be to the correct level or slope and consolidated by watering and ramming. If the excavation for foundation is done to a depth greater than that shown in the drawings or as required by the Engineer, the excess depth shall be made good by the contractor at his own cost with the concrete of the mix used for levelling/ bed concrete for foundations. Soft/defective spots at the bed of the foundations shall be dugout and filled with concrete (to be paid separately) as directed by the Engineer.
- 3.3. The earth used for filling shall be free from all roots, grass, shrubs, rank vegetation, brushwood, tress, sapling and rubbish.
- 3.4. Filling with excavated earth shall be done in regular horizontal layers each not exceeding 20 cm in depth. All lumps and clods exceeding 8 cm in any direction shall be broken. Each layer shall be watered and consolidated with steel rammer or ½ tons roller. Where specified, every third and top must layer shall also be consolidated with power roller of minimum 8 tonnes. Wherever depth of filling exceeds 1.5 metre vibratory power roller shall be used to consolidate the filing unless otherwise directed by Engineer-in-charge. The top and sides of filling shall be neatly dressed. The contractor shall make good all subsidence and shrinkage in earth fillings, embankments, traverses etc. during execution and till the completion of work unless otherwise specified.
- 3.5. Sand shall be clean and free from dust organic and foreign matter and its grading shall be within the limits of grading zone IV or V specified in Section 3 'Mortars' of CPWD Specifications, 2009.

4. Design Mix Concrete

The contractor shall be required to submit two separate design mix of concrete with and without using plasticizers, separately. The decision of the engineer to specify the design mix of concrete based on above shall be final.

- 4.1. **Coarse aggregate:** As per UPPWD/CPWD Specifications.
- 4.2. **Fine Aggregate:** As per UPPWD/CPWD Specifications.
- 4.3. **Water:** It shall conform to requirements laid down in IS:456: 2000 and UPPWD/CPWD specifications.


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- 4.4. **Cement:** Cement arranged by the contractor will be PPC (in bags) conforming to IS: 1489-Part- I. If for any reasons, cement other than that specified in this Para for example OPC of grade 43 or higher grade is brought to site by contractor, payments rate as well as the quantity to be used in the design mix concrete will remain unchanged.
- 4.5. **Slump:** Design slump should be clearly specified in the mix design.
- 4.6. Admixtures shall not be used without approval of Engineer. Wherever required, admixtures of approved quality shall be mixed with concrete as specified. The admixtures shall conform to IS: 9103. The chlorides content in the admixture shall satisfy the requirements of BS: 5075. The total amount of chlorides admixture mixed concrete shall also satisfy the requirements of IS: 456. The contractor shall not be paid anything extra for admixture required for achieving desired workability without any change in specified water cement ratio for RCC/CC work.
- 4.7. **Grade of Concrete:** The compressive strength of various grades of concrete shall be given as below:

	Grade designation	Compressive strength on 15 cm cubes min. 7 days (N/mm ²)	Specified characteristic compressive strength at 28 days (N/mm ²)	Minimum cement quantity (Kg. per cum. Mtr.)	Maximum water cement ratio
I	M20	Nominal Mix	20	As per table 5, clause	0.50
II	M25	As per design	25	6.1.2, 8.2.4.1 &	0.50
III	M30	As per design	30	9.1.2 page 20	0.45
IV	M35	As per design	35	of IS 456-2000	0.45
V	M40	As per design	40		0.40

Note:

- In the designation of a concrete mix letter M refers to the mix and number to the specified characteristic compressive strength of 15 cm x 15 cm x 15 cm - cube 28 days expressed in N/mm²
 - Design slump has to be constantly monitored and maintained during placing of concrete through slump tests carried out as per PWD/CPWD specifications for Mortar, Concrete and RCC works, and records maintained accordingly.
- 4.8. The concrete mix design/laboratory tests with and without admixture shall be got done by contractor at his own cost and will be carried out by the contractor through one of the following laboratory Test houses:
- IIT Kanpur, IIT Varanasi, IIT Roorkee, HBTI Kanpur.
 - Other Approved Labs/Govt. Engineering Institutions as directed by the Engineer
- 4.9. The various ingredients for mix design/laboratory tests shall be sent to the test houses through the Engineer and the samples of such aggregate & cement shall be preserved at site by the department.

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4.10. The contractor shall submit the mix design report from any of above approved laboratory for approval of Engineer-in-Charge within 30 days from the date of issue of letter of acceptance of the tender. No concreting shall be done until the mix design is approved by the Engineer.

4.11. In case of change of source or characteristic properties of the ingredients used in the concrete mix during the work, a revised laboratory mix design report conducted at laboratory established at site shall be submitted by the contractor as per the direction of the Engineer.

5. Approval of Design Mix

5.1. All cost of mix designing, and testing connected therewith including charges payable to the laboratory shall be borne by the contractor.

5.2. The batching plant shall conform to IS:4925. It shall have the facilities of presenting the quantity to be weighed with automatic cut-off when the same is achieved. Concreting at places may have to be resorted to through concrete pump for which nothing extra shall be paid.

5.3. All other operations in concreting work like Mixing, Slump, Laying Placing of concrete, compaction curing etc. not mentioned in this particular specification for Design Mix of concrete shall be as per Employer.

6. Work Strength Test

6.1. Test Specimen: Work strength test shall be conducted in accordance with IS: 456 on random sampling. Each test shall be conducted on six specimens, three of which shall be tested at 7 days and remaining three at 28 days.

6.2. Test Results of Samples:

- i. The test result of the sample shall be the average of the strength of three specimens. The individual variation shall not be more than 15 percent of the average. If more, the test results of the sample are invalid. Not more than 90% of the total test shall be done at the laboratory established at site by contractor and 10% testing of materials shall be got done from IIT/ NIT. However, for the tests to be carried out by the external laboratories, the contractor shall supply free of charge all the materials required for testing, including transportation. If the tests which were to be conducted in the site laboratory are conducted in other laboratories for any the reasons the cost of such tests shall be borne by the contractor.


6.3. Lot size

The minimum frequency of sampling of concrete of each grade shall be according to the following: -

Quantity of concrete in the work cubic metre per day	Number of samples.
1-5	1
6-15	2
16-30	3
31-50	4


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51& above

4 + one additional sample for additional
50 cubic meter or part thereof.

Note: At least one sample shall be taken from each shift.

6.4. Standards of Acceptance

- i. In case the test result of all the samples is above the characteristic compressive strength, the concrete shall be accepted.
- ii. In case the test result of one or more samples fails to meet the requirement (i) above it shall be accepted if both the following conditions are met:
 - a) Any individual test result is not less than $(F_{ck} - 4) \text{ N/mm}^2$
 - b) The mean of test result from any group of four consecutive samples is more than $(F_{ck} + 4) \text{ N/mm}^2$.
- iii. Concrete of each grade shall be assessed separately.
- iv. Concrete is liable to be rejected if it is porous or honeycombed, its placing has been interrupted without providing a proper construction joint or the reinforcement has been displaced beyond the tolerances specified, or construction tolerances have not been met. However the hardened concrete may be accepted after carrying out suitable remedial measures to the satisfaction of the Engineer for which nothing extra is payable to the contractor.

6.5. Only MS centering/shuttering and scaffolding material unless & otherwise specified/permitted shall be used for all RCC work to give an even finish of concrete surface. However marine ply shuttering in exceptional cases as per site requirement may be used on specific request from contractor on approval by the Engineer.

6.6. In case of actual average compressive strength being less than specified strength which shall be governed by Para 'Standard of Acceptance' as above the rate payable shall be worked out accordingly on prorata basis.

6.7. In case of rejection of concrete on account of unacceptable compressive strength governed by Para "Standard of Acceptance" as above, the work for which samples have failed shall be redone at the cost of contractors. However, the Engineer may order for additional test (like cutting cores, ultrasonic pulse velocity test, load tests on structure or part of structure etc.) to be carried out at the cost of contractor to ascertain if the portion of structure wherein concrete represented by the sample has been used, can be retained on the basis of results of individual or combination of these tests. The contractor shall take remedial measures necessary to retain the structure as approved by the Engineer without any extra cost. However, for payment the basis of rate payable to contractor shall be governed by the 28 days cube test results.

7. Water Proofing Treatments:

The contractor shall associate himself with the specialised firm, for water proofing treatment for basement/flower ground floor, underground tank and on roofs. Guarantee in the prescribed Proforma attached with tender document shall be given by the contractor, for a period of 10 years from end of defect liability period prescribed in the contract which shall be also signed by engaged specified firm. If

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however any defect is noticed during the guarantee period, it shall be rectified by the contractor within seven days of intimation. In case it is not attended to, the same will be got done by another agency at the risk and cost of the contractor.

8. Anti-Termite Treatment Works:

The contractor shall associate himself with the specialised firm, for anti-termite treatment of the building. Guarantee in the prescribed Proforma attached with tender document shall be given by the contractor, for a period of 10 years from end of defect liability period prescribed in the contract which shall be also signed by engaged specified firm. If however any defect is noticed during the guarantee period, it shall be rectified by the contractor within seven days of intimation. In case it is not attended to, the same will be got done by another agency at the risk and cost of the contractor.

LIST OF PREFERRED MAKES

The preferred makes/brands of materials proposed to be used in the works are listed below. The list is indicative in nature and is intended to ensure minimum quality standards in execution of the project. Equivalent makes/brands of similar or higher quality may also be permitted, subject to prior written approval of the Engineer-in-Charge.

All materials shall conform to the relevant BIS/IS standards, latest applicable specifications, approved drawings, and directions of the Engineer-in-Charge. Merely specifying a preferred make shall not absolve the Contractor of its responsibility to ensure quality, durability, suitability, and compliance of the material for the intended use. The Contractor shall submit samples, test certificates, manufacturer details, and other supporting documents, whenever required, for approval before use at site.

(A) CIVIL WORKS

Sl. No.	Name of Material	Preferred Brand/Make
1	Cement (OPC/PPC conforming to relevant IS standards)	ACC, UltraTech, Ambuja, Shree Cement, Prism, JK Cement, Birla Cement, Wonder Cement
2	Reinforcement Steel / TMT Bars (Fe-500/Fe-500D or as approved design requires)	SAIL, Tata Tiscon, RINL, JSW, Jindal Steel & Power, Shyam Steel
3	Structural Steel Sections, if required	SAIL, Tata Steel, Jindal, RINL
4	Fine Aggregate / Sand	As approved by Engineer-in-Charge, conforming to applicable IS standards
5	Coarse Aggregate / Stone Grit	As approved by Engineer-in-Charge, conforming to applicable IS standards
6	Bricks, if required for allied works	First Class bricks conforming to relevant IS standards, from approved local source
7	Precast RCC items, if any	From approved manufacturer/source meeting design and quality requirements
8	Expansion Joint / Sealant materials, if required	Fosroc, Sika, Pidilite, CICO

9	HDPE / PVC / UPVC Pipes, where required for drainage or utility shifting/restoration	Supreme, Finolex, Astral, Prince, Jain, Ajay
10	RCC / CI Manhole Covers, Gully Gratings, Drain Covers, if required	NECO, RIF, Kajeco, SKF, or approved equivalent conforming to relevant standards
11	Interlocking Pavers / Kerb Stones, if required	Approved make/source conforming to approved design, size, and strength requirements
12	Road Marking / Paint material, if required	Asian Paints, Nerolac, Berger, Shalimar, or approved equivalent
13	Curing Compound, if approved for specific use	Fosroc, Sika, Pidilite, CICO

(B) ELECTRICAL / STREETLIGHT / UTILITY ITEMS (ONLY IF INCLUDED IN BOQ OR DRAWINGS)

Sl. No.	Name of Material	Preferred Brand/Make
1	PVC insulated copper/aluminium cables	Polycab, Finolex, Havells, KEI, RR Kabel
2	Conduit pipes and accessories	AKG, Precision, Harsh, CAP
3	MCB / MCCB / DB, if required	L&T, Schneider, ABB, Siemens, Legrand, Havells
4	LED streetlight / fittings, if required	Philips, Bajaj, Crompton, Havells, Wipro

Note:

- I. Use of any material not listed above shall be subject to prior written approval of the Engineer-in-Charge.
- II. Equivalent makes of equal or superior quality may be accepted, subject to submission of technical literature, test certificates, and approval by the Engineer-in-Charge.
- III. All materials brought to site shall be new, unused, and of approved quality.
- IV. The Contractor shall ensure that all materials conform to the relevant BIS/IS codes, specifications, and approved samples.
- V. The Engineer-in-Charge shall have the right to reject any material found defective, substandard, unapproved, or not conforming to specifications, and the same shall be removed from site by the Contractor at no extra cost to FMC.
- VI. Wherever no specific make is mentioned, materials conforming to the applicable specifications and approved by the Engineer-in-Charge shall be used.
- VII. In case of any discrepancy, the decision of the Engineer-in-Charge shall be final and binding.

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