Model Bidding Document

For

U.P.S.T.D.C.

For

Construction

U.P. S.T.D.C.

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Model Bidding Document for Construction of Work

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SECTION 1

LIST OF IMPORTANT DATES

PRESS NOTICE

NOTICE INVITING TENDER

SECTION I

List of Important Dates of Bids for Construction of Works under UPSTDC.

1. Name of Work: As Per NIT

2. I Completion Period for construction: As per NIT Month since including rainy Season

3. Date of Issue of Notice Inviting Bid: 25.04.2026

4. Period and Places of Sale of Bidding Documents: - From: 11.05.2026 To 19.05.2026 On line on http://etender.up.nic.in

5. Time, Date and Place of Pre-bid Meeting : Date : 12.05.2026 Time – 12.00 Noon Place : Office of the GM(T),UPSTDC,Lucknow

6. Deadline for Receiving Bids : Date 19.05.2026 Time 12.30 Noon

7. Time and Date for opening Technical Bid/Bids : Date 19.05.2026 Time 3.30 PM

8. Time and Date of Opening Financial Bids To be intimated online after evaluation of technical bids

9. Place of opening bids Office of the GM(T),UPSTDC,Lucknow Phone. No. .....

10. Last Date of Bid Validity : 90 days

11. Officer inviting Bids : General Manager (Technical), UPSTDC, Lucknow.

Section 1

Press Notice

No 8503 /Pari-5/Nivida Suchna/2025-26 Dated: 06.04.2026

1. The G.M. (TECH) U.P.S.T.D.C. LTD. on behalf of Governor of Uttar Pradesh invites the percentage rate bids from the eligible and approved Contractors Impaneled in building work with UPSTDC Ltd. in class A, B, C and D as the case may be**. The Bidder may submit bids for any or all of the works. Bidders are advised to note the minimum qualification criteria specifying Clause 4 of the Instructions to Bidders to qualify for the award of the contract.**

SL No	District	Name of Work	Approximate value of work (Rs. in lakh)	Bid Security (Rs.) in lacs	Cost of bid Document (in Rs)	Period of Completion	Address of M.D Office
1	2	3	4	5	6	7	10
1.	**Bahraich**	**Tourism development work of multipurpose hall, accessible toilets, drinking water system, lighting system, benches, signage with barcode etc. in the ancient Shiva temple located at Takiya in Payagpur assembly constituency of Bahraich district.**	59.43	4.97	5900	6 Months	Managing Director upstdc c-13 vipin khand gomti nagar lucknow

2. The time of complete as in column 6 is including of Rainy season etc.
3. The amount of Bid Security (EMD) and Cost of bid documents tender fee demanded in the tender will be deposited through RTGS as described in above Column 5 and 6, to the following A/c & Corresponding UTR/Electronic Receipt shall be uploaded with Bid as proof of payment

Account Detail for RTGS

Bank Name & Branch	**Canara Bank, Vipin Khand, Gomti Nagar, Lucknow**
Name of Beneficiary	**U.P. STATE TOURISM DEVELOPMENT CORP. LTD.**
Account Number	**2405101008858**
IFSC	**CNRB0002405**

4. The bids shall remain valid for acceptance for a period of 90 days from the last date of submission of bids. Bids once submitted cannot be withdrawn.
5. Bids must be submitted online only at e- tendering portal https://etender.up.nic.in on or before 12.00 Hours on 19.05.2026 and technical bids received online will be opened on 19.05.2026 at 12:30 Hours (noon) before the Tender Committee at the office of the Uttar Pradesh State Tourism Development Corporation Ltd in the presence of the bidders who wish to attend. If the office happens to be closed on the date of opening of the bids as specified the bids will be opened on the next working day at the same time and venue.
6. The rates are inclusive of all the safety measures to be taken by the bidder during Construction.
7. A pre-bid meeting will be held for each work on 12-05-2026 at 12.00 Noon at the office of (G.M. Tech mentioned in

column 7 of the table corresponding to the respective package to clarify the issues and to answer questions on any matter that may be raised at that stage as stated in Clause 9.2of'Instructions to Bidders 'of the bidding document.

8. The bidder must not have in his employment the near relations (defined as first blood relations, and their spouses of the bidder or the bidder's spouse of persons listed in the M.D/C.G.M/G.M/P.M/A.P.M are not the employment of the bidder.

9. Bid documents and other details consisting of qualification information and eligibility criterion of bidders, plans, specifications, drawings, the schedule of quantities of the various classes of work to be done and the set of terms &conditions of contract to be complied with by the Contractor can be seen in the office of the GM (Tech) UPSTDC corresponding to the respective package between hours of 11.00 am and 04.00 pm on any working day between 11-05-2026 and 19.05.2026

10. Photo, Email id, Current Contact No. of technical persons of bidder has to be enclosed along with the bid.

11. Any bidder who is having criminal record is not allowed to participate in the bidding process.

12. Any bidder who is registered with the state Bar Council is not allowed to participate in the bidding process.

13. The rates in BOQ are exclusive of GST & GST Shall be paid as per rule

14. 1% Labour cess shall be deducted from contractor's bill.

15. Defect liability period shall be 1 years.

General Manager
(Technical)
UPSTDC Ltd

Notice Inviting Tenders

Press Notice

No 8503 /Pari-5/Nivida Suchna/2025-26 Dated: 06.04.2026

1. The G.M. (TECH) U.P.S.T.D.C. LTD. on behalf of Governor of Uttar Pradesh invites the percentage rate bids from the eligible and approved Contractors Impaneled in building work with UPSTDC Ltd. in class A, B, C and D as the case may be**. The Bidder may submit bids for any or all of the works. Bidders are advised to note the minimum qualification criteria specifying Clause 4 of the Instructions to Bidders to qualify for the award of the contract.**

SL No	District	Name of Work	Approximate value of work (Rs. in lakh)	Bid Security (Rs.) in lacs	Cost of bid Document (in Rs)	Period of Completion	Address of M.D Office
1	2	3	4	5	6	7	10
1.	**Bahraich**	**Tourism development work of multipurpose hall, accessible toilets, drinking water system, lighting system, benches, signage with barcode etc. in the ancient Shiva temple located at Takiya in Payagpur assembly constituency of Bahraich district.**	59.43	4.97	5900	6 Months	Managing Director upstdc c-13 vipin khand gomti nagar lucknow

2. The time of complete as in column 6 is including of Rainy season etc.
3. The amount of Bid Security (EMD) and Cost of bid documents tender fee demanded in the tender will be deposited through RTGS as described in above Column 5 and 6, to the following A/c & Corresponding UTR/Electronic Receipt shall be uploaded with Bid as proof of payment

Account Detail for RTGS

Bank Name & Branch	**Canara Bank, Vipin Khand, Gomti Nagar, Lucknow**
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Account Number	**2405101008858**
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4. The bids shall remain valid for acceptance for a period of 90 days from the last date of submission of bids. Bids once submitted cannot be withdrawn.
5. Bids must be submitted online only at e- tendering portal https://etender.up.nic.in on or before 12.00 Hours on 19.05.2026 and technical bids received online will be opened on 19.05.2026 at 12:30 Hours (noon) before the Tender Committee at the office of the Uttar Pradesh State Tourism Development Corporation Ltd in the presence of the bidders who wish to attend. If the office happens to be closed on the date of opening of the bids as specified the bids will be opened on the next working day at the same time and venue.
6. The rates are inclusive of all the safety measures to be taken by the bidder during Construction.
7. A pre-bid meeting will be held for each work on 12-05-2026 at 12.00 Noon at the office of (G.M. Tech mentioned in column 7 of the table corresponding to the respective package to clarify the issues and to answer questions on any matter that may be raised at that stage as stated in Clause 9.2of`Instructions to Bidders ‘of the bidding document.
8. The bidder must not have in his employment the near relations (defined as first blood relations, and their spouses of the bidder or the bidder’s spouse of persons listed in the M.D/C.G.M/G.M/P.M/A.P.M are not the employment of the bidder.

9. Bid documents and other details consisting of qualification information and eligibility criterion of bidders, plans, specifications, drawings, the schedule of quantities of the various classes of work to be done and the set of terms &conditions of contract to be complied with by the Contractor can be seen in the office of the GM (Tech) UPSTDC corresponding to the respective package between hours of 11.00 am and 04.00 pm on any working day between 11-05-2026 and 19.05.2026

10. Photo, Email id, Current Contact No. of technical persons of bidder has to be enclosed along with the bid.

11. Any bidder who is having criminal record is not allowed to participate in the bidding process.

12. Any bidder who is registered with the state Bar Council is not allowed to participate in the bidding process.

13. The rates in BOQ are exclusive of GST & GST Shall be paid as per rule

14. 1% Labour cess shall be deducted from contractor's bill.

15. Defect liability period shall be 1 years

General Manager
(Technical)
UPSTDC Ltd

Section 2: Instructions to Bidders

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Instructions to Bidders (ITB)

A. General

1. ***Scope of Bid***

1.1 The Employer (as defined in the Appendix to ITB) invites bids for the construction of Works (as described in these documents and referred to as "the works"). The name and identification number of the works is provided in the Appendix to ITB. The bidders may submit bids for any or all of the works detailed in the table given in the Notice Inviting Tender. Bid for each work should be submitted separately.

1.2 The successful Bidder will be expected to complete the Works by the Intended Completion Date specified in the Part I General Conditions of Contract.

1.3 Throughout these documents, the terms "bid" and "tender" and their derivatives (bidder/ tenderer, bid/ tender, bidding/ tendering, etc.) are synonymous.

2. **Source of Funds**

2.1 The Government of the State U.P. as defined in the Appendix to ITB has decided to undertake the works of development of tourist facilities across the state.

3. **Eligible Bidders**

3.1 This Invitation for Bids is open to all bidders as defined in the Appendix to ITB.

3.2 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices by the Central Government, the State Government or any public undertaking, autonomous body, authority by whatever name called under the Central or the State Government.

3.3 Any bidders having criminal record is not allowed to participate in the bidding process. Any person who is having criminal cases against him or involved in the **organized crime or gangster activities or Mafia or Goonda or anti-social activity** are strictly prohibited to participate in the bidding process. If it is established that any bidder has criminal record, his bid shall be automatically cancelled.

3.4 The bidder has to upload self-attested copies of the solvency & character certificates issued by the competent authority with the bid documents along with an affidavit verifying that these two documents are valid.

3.5 Any bidder who is an Advocate and Registered with any State Bar Council Shall not be allowed to participate in the bidding. If it is established that the contractor is registered with the state bar council**, his bid shall be cancelled.**

4. **Qualification of the Bidder**

4.1 All bidders shall provide in Section 3, Forms of Bid and Qualification information, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.

4.2 All bidders shall include the following information and documents with their bids in Section 3, Qualification Information unless otherwise stated in the Appendix to ITB:

(a) copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory of the Bid to commit the Bidder;

(b) total monetary value of civil construction works performed for each of the last five (05) years;

(c) experience in works of a similar nature and size for each of the last five (05) years, and details of works in progress or contractually committed with certificates from the concerned officer of the rank of Executive Engineer or equivalent;

(d) evidence of ownership of major items of construction equipment named in Clause 4.4 B (b) (i) of ITB or evidence of arrangement of possessing them on hire/lease/buying as defined therein.

(e) details of the technical personnel proposed to be employed for the Contract having the qualifications defined in Clause 4.4 B (b) (ii) of ITB for the construction.

(f) reports on the financial standing of the Bidder, such as profit and loss statements and auditor's reports for the past five years;

(g) an undertaking that the bidder will be able to invest a minimum of cash up to the percentage (defined in the Appendix to ITB) of the contract price of works, during the implementation of the works;

(h) evidence of access to line(s) of credit and availability of other financial resources/ facilities (10 percent of the contract value) certified by banker (the certificate being not more than 3 months old.)

(i) authority to seek references from the Bidder's bankers;

(j) information regarding any litigation or arbitration during the last five years in which the Bidder is involved, the parties concerned, the disputed amount, and the matter;

(k) Proposal for subcontracting the components of the works for construction/ Upgradation aggregating not more than 25% of the contract price (only for specialized works such as internal and electrical work, firefighting works, installation of lifts, mural and decorative works, horticulture works etc) and

(l) the proposed methodology and programme of construction, backed with equipment and material planning and deployment, duly supported with broad calculations and Quality Management Plan proposed to be adopted, justifying their capability of execution and completion of the work as per technical specifications and within the stipulated period of completion.

4.3 **Bids from joint venture are not allowed.**

4.4 A To qualify for award of the Contract, each bidder should:

a) Have average annual financial turnover (gross) on construction works of minimum 40 percent of the estimated cost during the last five consecutive years.

b) Have satisfactorily completed similar works as prime contractor during last five (05) years ending previous day of last date of submission of bid either of the following:

- Three similar completed works each costing not less than amount equal to 40 (forty) percent of the estimated cost for which bid is invited or
- Two similar completed works each costing not less than the amount equal to 50 (fifty) percent of the estimated cost of work for which bid is invited or
- One similar completed work costing not less than the amount equal to 80 (eighty) percent of the estimated cost of work for which bid is invited or.

For these a certificate from the Employer/Engineer not below the rank of an Executive engineer or equivalent shall be submitted along with the application incorporating clearly the name of the work, contract value, billing amount, date of commencement of works, satisfactory performance of the Contractor and any other relevant information.

The value of executed works/turnover shall be brought to the current costing level by enhancing the actual values @ 8 percent per year calculated from the date of completion to last date of submission of tenders.

Similar works shall mean construction of buildings or public amenities such as guest houses, tourist facility center, way side amenity, interpretation center or entry gates or any work

involving structural RCC components or aesthetic components such as stone work etc.

4.4 B (a) Each bidder must upload:

i) The current income-tax clearance certificate;

ii) An affidavit that the information furnished with the bid documents is correct in all respects; and

iii) Such other certificates as defined in the Appendix to ITB.

Failure to upload the certificates shall make the bid non-responsive.

(b) Each bidder must demonstrate:

i) Availability for construction work, of the owned, key equipment (required for carrying out the work) stated in the Appendix to ITB including equipments required for establishing field laboratory to perform mandatory tests, and those stated in the Appendix to ITB;

ii) Availability for construction work of technical personnel as stated in the Appendix to ITB.

iii) Liquid assets and /or credit facilities, net of other contractual commitments and exclusive of any advance payments which may be made under the Contract, of not less than the amount specified in the Appendix to ITB;

(c) The bidder must not have in his employment:

i) The near relations (defined as first blood relations, and their spouses, of the bidder or the bidder's spouse) of persons listed in the Appendix to ITB.

ii) Without Government permission, any person who retired as gazetted officer within the last two years of the rank and from the departments listed in the Appendix to ITB.

4.4 .C To qualify for a package of contracts made up of this and other contracts for which bids are invited in the Notice Inviting Tender, the bidder must demonstrate having experience and resources sufficient to meet the aggregate of the qualifying criteria for the individual contracts.

4.5 Sub contractors experience and resources shall not be taken into account in determining the bidders compliance with the qualifying criteria except to the extent stated in 4.4 A above

4.6 Bidders who meet the minimum qualification criteria will be qualified only if their available bid capacity for construction work is equal to or more than the total bid value. The available bid capacity will be calculated as under:

Assessed Available Bid capacity = (A*N*M - B)

where

A = Maximum value of civil engineering works executed in any one year during the last five years (updated to the price level of the last year at the rate of 8 percent a year) taking into account the completed as well as works in progress.

N = Number of years prescribed for completion of the works for which bids are invited (period up to 6 months to be taken as half-year and more than 6 months as one year).

M = M is taken 2.5

B = Value, at the current price level, of existing commitments and on-going works to be completed during the period of completion of the works for which bids are invited.

Note: The statements showing the value of existing commitments and on-going works as well as the stipulated period of completion remaining for each of the works listed should be countersigned by the Engineer in charge, not below the rank of an Executive Engineer or equivalent.

4.7 Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have:

i) Made misleading or false representations in the forms, statements, affidavits and attachments submitted in proof of the qualification requirements; and/or

ii) Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.

iii) participated in the previous bidding for the same work and had quoted unreasonably high or low bid prices and could not furnish rational justification for it to the Employer.

5. One Bid per Bidder

5.1 Each Bidder shall submit only one Bid for one work. A Bidder who submits more than one Bid will cause the proposals with the Bidder's participation to be disqualified.

6. Cost of Bidding

6.1 The Bidder shall bear all costs associated with the preparation and submission of his Bid, and the Employer will, in no case, be responsible or liable for those costs.

7. Site Visit

7.1 The Bidder, at his own cost, responsibility and risk, is encouraged to visit, examine and familiarise himself with the Site of Works and its surroundings including source of earth, water, road aggregates etc. and obtain all information that may be necessary for preparing the Bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense. He may contact the person whose contact details are given in the Appendix to ITB

B. Bidding Documents

8. Content of Bidding Documents

8.1 The set of bidding documents comprises the documents listed below and addenda issued in accordance with Clause 10 of ITB.

1 . Notice Inviting Tender

2 . Instructions to Bidders

3 . Qualification Information

4 . Conditions of Contract

(Part I General Conditions of Contract, and Contract Data; Part II Special Conditions of Contract)

5. Specifications

6. Drawings

7. Bill of Quantities

8. Form of Bid
9. Form of Acceptance, Form of Agreement, Issue of Notice to Proceed with the Work, form of Unconditional Bank Guarantee.

8.2 The bid document is available online on the website http://etender.up.nic.in . The bid document can be downloaded. The bidder is required to submit the cost of Bid document (Bid document Fee) via RTGS/NEFT/IMPS at the below mentioned account no of UPSTDC and attach copy of proof (deposit receipt with details of UTR no) of deposit with the bid document on the portal:

Name of Beneficiary: U.P. STATE TOURISM DEVELOPMENT CORP. LTD.

Name of Bank: Canara Bank

Name of Bank Branch: Vipin Khand, Gomti Nagar, Lucknow

Account No.: 2405101008858

IFSC code: CNRB0002405

Tender Cost = Rs …….+ 18% GST = Rs…….

Upto 40 lakhs …….. Rs 2000/-
From Rs 40-100 lakh….. Rs 5000/-
From Rs 100-500 lakh…...Rs 7500/-
Above Rs 500 lakhs……Rs 10000/-
Tender Cost (GST 18 % Extra)

8.3 The bidder is expected to examine carefully all instructions, conditions of contract, contract data, forms, terms and specifications, bill of quantities, forms and drawings in the Bid Document. Failure to comply with the requirements of Bid Documents shall be at the bidder's own risk. Pursuant to clause 25 hereof, bids, which are not substantially responsive to the requirements of the Bid Documents, shall be rejected.

9. Clarification of Bidding Documents and Pre-bid Meeting

9.1 A prospective bidder requiring any clarification of the bidding document may notify the employer in writing or by email at the employer address indicated in the Notice inviting tenders. The Employer will respond to any request for clarification received earlier than 10 Days prior to the dead line for submission of bid. Copies of the employer's response will be forwarded to all purchasers of the bidding documents, including a description of the enquiry, but without identifying its source

9.2 If a pre-bid meeting is to be held, the bidder or his authorized representative is invited to attend it. Its date, time and address are given in the Appendix to ITB.

9.2.1 The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

9.2.2 The bidder is requested to submit any questions in writing or by email so as to reach the Employer not later than one week before the meeting.

9.2.3 Minutes of the meeting, including the text of the questions raised (without identifying the source of the enquiry) and the responses given will be transmitted without delay to all purchasers of the bidding documents. Any modifications of the bidding documents listed in Clause 8.1 of ITB, which may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to Clause 10 of ITB and not through the minutes of the pre-bid meeting.

9.2.4 Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.

10. Amendment of Bidding Documents

10.1 Before the deadline for submission of bids, the Employer may modify the bidding documents by issuing addenda online.

10.2 Any addendum thus issued shall be part of the bidding documents and shall be uploaded online on the

e-tendering website.

10.3 To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer shall extend, as necessary, the deadline for submission of bids, in accordance with Clause 20.2 of ITB.

C. Preparation of Bids

11. Language of Bid

11.1 All documents relating to the Bid shall be in the language specified in the Appendix to ITB.

12. Documents Comprising the Bid

12.1 The Bid submitted by the Bidder shall be in two separate parts:

Part I This shall be named Technical Bid and shall comprise of:

I. Form of bid for Part I of the bid as per format given in Section 6 (to be submitted online)

II. For bidding documents downloaded from the website, the cost of the bidding documents (bid document fee) as specified in the clause 8.2 of ITB;

III. Earnest Money as specified in the clause 16.2 of ITB;

IV. Authorized Address and contact details of the bidder having the following information:
Address of communication:
Telephone No.(s): Office:
Mobile No.:
Facsimile (Fax) No. :
Electronic Mail Identification (E-mail ID):

V. Qualification information, supporting documents, affidavit and undertaking as specified in Clause 4 of ITB.

VI. Undertaking that the bid shall remain valid for the period specified in clause 15.1 OF ITB.

V any other information/documents required to be completed and submitted by bidders, as specified in the Appendix to ITB, and Notice Inviting Tender including T-4,T-5,T-6 in prescribed formats

VII. An affidavit affirming that information he has furnished in the bidding document is correct to the best of his knowledge and belief.

Part II. It shall be named Financial Bid and shall comprise of:

(i) Form of Bid as specified in Section 6;
(ii) Priced bill of quantities for items specified in Section 7;

12.2 The documents and details mentioned in clause 12.1 Part I above shall be submitted online on website http://etender.up.nic.in Details and process of online submission of the tender and relevant documents are given in the website mentioned above. These are to be submitted in the manner prescribed below.

a. The following forms/certificates shall be submitted online in the prescribed formats:
   i. Form of bid for technical qualification Part I of the bid as per format given in section 6.
   ii. Form of bid for financial bid Part II of the bid as per format given in section 6

b. Scanned copies of the following documents shall be uploaded on the website http://etender.up.nic.in at the appropriate place.
   i. Cost of bid document (clause 8.2 of ITB)
   ii. Earnest Money in form (as stated in clause 16 of ITB)
   iii. Copy of PAN card issued by the Income Tax Authorities (clause 4.4 of ITB)
   iv. Contractor registration certificate (clause 3 of ITB)
   v. Evidence of access to line of credit (clause 4.4 of ITB)
   vi. Undertaking (on the prescribed format) from Bidders to invest minimum 10 % of the value of the work

vii. Annual turnover Certificate from chartered accountant for last five financial years in the forms with breakup of civil works and total works in each financial year. (Clause 4.4 of ITB)
viii. Affidavit (on the prescribed format) regarding correctness of certificates and other relevant documents. (clause 4.4 of ITB)
ix. Power of Attorney authorizing the signatory of the bid to commit the bidder, if applicable
x. Solvency certificate and Character Certificate
xi. Any other document as specified in the ITB and Notice Inviting Tender including T-6 in prescribed formats.

c. Scanned copies of the certificates showing details of similar nature of works, works in hand or ongoing works, works for which bid has been already submitted and machineries owned or possessed on hire should be uploaded after converting them to PDF format.
i. Similar nature of works executed (clause 4.4 of ITB)
ii. Works in hand or ongoing works (clause 4.2/clause 4.4 of ITB)
iii. Works for which bids have already been submitted (clause 4.2/clause 4.4 of ITB)
iv. List of machineries owned/brought on hire which are required for carrying out the work (clause 4.4 of ITB)
d. Submission of original documents: deleted

12.3 The following documents, which are not submitted with the bid, will be deemed to be part of the bid.

Section	Particulars
1	Notice inviting Tender
2	Instruction to the bidders
3.	Conditions of Contract
4.	Contract Data
5.	Specifications
6.	Drawings

13. Bid Prices

13.1 The Contract shall be for the whole Works, as described in Clause 1. 1 of ITB, based on the priced Bill of Quantities submitted by the Bidder.

13.2 The Bidder shall adopt the Percentage Rate Method as specified in the Appendix to ITB; only the same option is allowed to all the Bidders. Percentage Rate Method requires the bidder to quote a percentage above / below/ at par of the schedule of rates specified in the Appendix to ITB.

13.3 GST is exclusive of the rates and shall be paid extra as per rules. All other duties, taxes, royalties and other levies payable by the Contractor under the Contract, or for any other cause, shall be included in the rates, prices, and total Bid price submitted by the Bidder.

13.4 The rates and prices quoted by the Bidder shall be fixed for the duration of the Contract and shall not be subject to adjustment.

14. Currencies of Bid

14.1 The unit rates and the prices shall be quoted by the bidder entirely in Indian Rupees.

15. Bid Validity

15.1 Bids shall remain valid for a period of ninety days after the deadline date for bid submission specified in Clause 20 of ITB. A bid valid for a shorter period shall be rejected by the Employer as non-

responsive.

15.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the bidders may extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by cable. A bidder may refuse the request without forfeiting his Earnest Money. A bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of his earnest money for a period of the extension, and in compliance with Clause 16 of ITB in all respects.

16. Earnest Money

16.1 The Bidder shall furnish, as part of the Bid, Earnest Money, the amount specified in the Notice Inviting Tender (NIT).

16.2 The bidder is required to submit the Earnest Money via RTGS/NEFT/IMPS at the below mentioned account no of UPSTDC and attach copy of proof (deposit receipt with details of UTR no) of deposit with the bid document on the e-tendering portal:

Name of Beneficiary: U.P. STATE TOURISM DEVELOPMENT CORP. LTD.

Name of Bank: Canara Bank

Name of Bank Branch: Vipin Khand, Gomti Nagar, Lucknow

Account No.: 2405101008858

IFSC code: CNRB0002405

16.3 Any bid not accompanied by the Earnest Money, unless exempted in terms given in the Appendix to ITB, shall be rejected by the Employer as non-responsive.

16.4 The Earnest Money of unsuccessful bidders will be returned within 28 days of the end of the Bid validity period specified in Clause 15.1 of ITB.

16.5 The Earnest Money of the successful Bidder will be discharged when the Bidder has signed the Agreement and furnished the required Performance Security.

16.6 The Earnest Money may be forfeited:

a) if the Bidder withdraws the Bid after bid opening (technical bid) during the period of Bid validity;

b) in the case of a successful Bidder, if the Bidder fails within the specified time limit to

i. sign the Agreement; and/or
ii. Furnish the required Performance Security.

17. Alternative Proposals by Bidders

17.1 Bidders shall submit offers that comply with the requirements of the bidding documents, including the Bill of Quantities and the basic technical design as indicated in the drawings and specifications. Alternative proposals will be rejected as non-responsive.

D. Online Submission of Bids

18. Bidding through E-Tender system

18.1 The Bidding process for this work is by electronic bid submission through website http://etender.up.nic.in . Detailed guidelines for viewing bids and submission of online bids are provided on the aforesaid website. The invitation of bids under UPSTDC is published on website. Any citizen or prospective bidder can log-on to the website and view the details of works for which bids are invited. The prospective bidder can submit bids online; however the bidder is required to have enrolment/registration on the website and should have valid Digital Signature Certificate (DSC) in the form of smartcard/ e-token. The DSC can be obtained from any authorized Certifying authority. The bidder should register on the website http://etender.up.nic.in using the relevant options available

on the website. Then the Digital signature registration has to be done with the e- token, after logging on the site. After this the bidder can login the site through the secured login by entering the password of e-token and the user id / password chosen during registration. After getting the bid schedule, the bidder should go through them carefully and then submit the documents as asked, failure to which the bids will be summarily rejected.

18.2 The completed bid comprising of documents indicated in ITB clause 12 should be uploaded on the website http://etender.up.nic.in through e-tendering process along with scanned copies of requisite certificates as are mentioned in different sections in the bidding document and scanned copy of earnest money, and scanned copy of tender fee.

18.3 The bidder shall furnish information as described in the form of bid.

19. Electronic submission of bids

19.1 The bidder shall submit three separate files Part I technical bid Part II financial Bid and part three other documents required as specified in clause 12 of ITB.

19.2 The contents of technical and financial bid have already been defined in clause 12 of ITB. All the documents are required to be digitally signed by the bidder. After electronic online submission the system will generate a unique identification number which is time stamped, This shall be treated as acknowledgement for online bid submission

19.3 No documents are to be submitted physically towards submission of bids.

20. Deadline for Submission of Bids

20.1 Complete Bids (including Technical and Financial) must be submitted online not later than the date and time indicated in the Appendix to ITB/NIT.

20.2 The Employer may extend the deadline for submission of bids by issuing an amendment in accordance with Clause 10.3 of ITB, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will then be subject to the new deadline.

21. Modification/Withdrawal/Late Bids

21.1 The electronic bidding system would not allow any late submission of bids after due date and time as per server time. Bid will be summarily rejected if not submitted on time as specified in clause 20.1of ITB

21.2 The electronic bidding system provides facility for modification of bids. Bidders may modify their bids by uploading their request for modification before the deadline for submission of bids. The bidder does not need to pay any additional fee towards the cost of tender document. For modification of bid and consequential re submission the bidder does not need to withdraw his bid submitted earlier. The last modified bid submitted by the bidder within the bid submission time shall be considered as final bid. For this purpose, modification by other means will not be accepted. In this e-tendering system, the modification and their consequential re submission is allowed any number of times.

21.3 The bidder may withdraw his bid at his discretion by placing request online before the deadline of submission of bids, however if the bid is withdrawn then resubmission is not allowed.

21.4 The bidders will not be allowed to modify or withdrawal after the deadline for submission of bids.

21.5 Withdrawal or modification of a bid between the deadline for submission of bids and the expiration of original bid validity period specified in clause 15.1 above or as extended pursuant to clause 15.2 may result in the forfeiture of earnest money pursuant to clause 16.

E. Bid Opening and Evaluation

22. Bid Opening

22.1 The Employer will open online all e-bids in the presence of bidders/bidders' authorized representatives who choose to attend at scheduled date and time at designated place. The bidders' representatives who are present shall sign a register evidencing their attendance. In the event of the specified date for the opening of e-bids being declared a holiday for the Employer, the e-Bids will be opened at the appointed

time and location on the next working day.

22.2 The technical bid shall be opened and if the cost of the bidding documents is not there, or incomplete, the remaining bid documents will not be opened, and bid will be rejected.

22.3 In all other cases, the amount of Earnest Money, forms, affidavits and validity shall be scrutinized.

22.4 Evaluation of the technical bids with respect to bid security, qualification information and other information furnished in Part I of the bid in pursuant to Clause 12.1 of ITB, shall be taken up and completed within Ten working days of the date of bid opening, and a list will be drawn up of the responsive bids whose financial bids are eligible for consideration.

22.5 The result of evaluation of Part I of the bids shall be made public on e-tendering portal. The Employer shall inform the bidders, whose technical bids are found responsive, date, time and place of opening as stated in the Appendix ITB about the date, time and place of opening of Part II that is financial bids online. In the event of the specified date being declared a holiday for the Employer, the bids will be opened at the appointed time and location on the next working day. The bidders or their authorized representative, may attend the meeting of opening of financial bids.

22.6 The financial bids of only those bidders whose bid is found responsive in accordance with the clauses of this bid document will be opened online. The remaining bids will remain unopened. The responsive bidders' names, the Bid prices, the total amount of each bid, and such other details as the Employer may consider appropriate will be disclosed by the Employer at the time of bid opening.

23. Process to be Confidential

23.1 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 to the successful Bidder has been disclosed. Any attempt by a Bidder to influence the Employer's processing of bids or award decisions may result in the rejection of his Bid

24. Clarification of Bids and Contacting the Employer

24.1 No Bidder shall contact the Employer on any matter relating to its bid from the time of the bid opening to the time the contract is awarded.

24.2 Any attempt by the bidder to influence the Employer's bid evaluation, bid comparison or contract award decision may result in the rejection of his bid.

25. Examination of Bids and Determination of Responsiveness

25.1 During the detailed evaluation of "Technical Bids", the Employer will determine whether each Bid (a) meets the eligibility criteria defined in Clauses 3 and 4; (b) has been properly signed; (c) is accompanied by the required securities and tender fees; and (d) is substantially responsive to the requirements of the bidding documents. During the detailed evaluation of the "Financial Bids", the responsiveness of the bids will be further determined with respect to the remaining bid conditions, i.e., priced bill of quantities, technical specifications and drawings.

25.2 A substantially responsive "Financial Bid" is one that 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.

25.3 If a "Financial Bid" is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

25.4 The authority reserves the right to verify all statements, information and documents submitted by the bidder in response to the bid document and the Bidder shall, when so required by the Authority, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the Authority shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority there under

25.5 The Authority reserves the right to reject any bid and forfeit/appropriate the BID security if :

(a) at any time, a material misrepresentation is made or uncovered, or

(b) the Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the BID.

Such misrepresentation/improper response shall read to the disqualification of the Bidder.

25.6 The credentials submitted in respect of qualification of the bidder, particularly that of the lowest evaluated bidder may be verified before the award of work. The verification of all the documents will have to be made available in original by presenting personally after the acceptance of the tender and in case of any of the certificate being found wrong, legal action will be started against the tenderer. Departmental action will be taken to debar/cancel his registration.

25.7 In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of the defect liability, subsistence thereof, that one or more of the eligibility and/or qualification requirements hence not been met by the bidder, or the bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the contractor either by issue of the LOA or entering into of the Agreement, and if the Selected Bidder has already been issued the LOA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this bid document, be liable to be terminated, by a communication in writing by the Authority to the selected Bidder or the Contractor, as the case may be without the Authority being liable in any manner whatsoever to the selected Bidder or the Contractor. In such an event, the Authority shall be entitled to forfeit and appropriate the BID security or performance security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/or the Agreement, or otherwise.

26. Correction of Errors

26.1 Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:

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

b) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.

26.2 The amount stated in the Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, the Bid will be rejected, and the Earnest money shall be forfeited in accordance with Clause 16.6 of ITB.

27. Evaluation and Comparison of Bids

27.1 The Employer will evaluate and compare only the bids determined to be substantially responsive in accordance with Clause 25 of ITB.

27.2 In evaluating the bids, the Employer will determine for each Bid the evaluated Bid price by adjusting

the Bid price by making correction, if any, for errors pursuant to Clause 26 of ITB.

27.3 If the Bid of the successful Bidder is seriously unbalanced in relation to the Engineer's estimate of the cost of work to be performed under the contract, the Employer may require the Bidder to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, the Employer may require that the amount of the performance security set forth in Clause 32 of ITB be increased at the expense of the successful Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract. The amount of the increased performance security shall be decided at the sole discretion of the Employer, which shall be final, binding and conclusive on the bidder.

28. Price Preference

28.1 There will be no price preference to any bidder.

F. Award of Contract

29. Award Criteria

29.1 Subject to Clause 31 of ITB, the Employer will award the Contract to the Bidder whose Bid has been determined:

i. to be substantially responsive to the bidding documents and who has offered the lowest evaluated Bid price, provided that such Bidder has been determined to be (a) eligible in accordance with the provisions of Clause 3 of ITB, and (b) qualified in accordance with the provisions of Clause 4 of ITB; and

ii. to be within the available bid capacity adjusted to account for his bid price which is evaluated the lowest in any of the packages opened earlier than the one under consideration.

30. Employer's Right to Accept any Bid and to Reject any or all Bids

30.1 Notwithstanding Clause 29 above, the Employer reserves the right to accept or reject any Bid, and to cancel the bidding process and reject all bids, 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 Employer's action.

31. Notification of Award and Signing of Agreement.

31.1 The bidder whose Bid has been accepted will be notified of the award by the Employer prior to expiration of the Bid validity period by cable, telex or facsimile confirmed by registered letter. This letter (hereinafter and in the Part I *General Conditions of Contract* called the "Letter of Acceptance") will state the sum that the Employer will pay to the Contractor in consideration of the execution, completion by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").

31.2. 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 32.

31.3. The Agreement will incorporate all agreements between the Employer and the successful Bidder. It will be signed by the Employer and the successful Bidder after the performance security is furnished within 10 days of receipt of Letter of Acceptance.

31.4 Upon the furnishing by the successful Bidder of the Performance Security, the Employer will promptly notify the other Bidders that their Bids have been unsuccessful.

32. Performance Security

32.1 Within 10 (ten) days after receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Employer a Performance Security of five percent of the Contract Price in accordance with Clauses 27.3 of ITB and Clause 46 Part I General Conditions of Contract and such Additional Performance

Security as warranted under Clause 27 of ITB and Clause 46 of GCC and sign the contract.

32.2 The performance security shall be either in the form of a Bank Guarantee or fixed deposit Receipts, in favour of **Managing Director, Uttar Pradesh State Tourism Development Corporation payable at Lucknow U.P.**, from a Scheduled Commercial Bank.

32.3 Failure of the successful Bidder to comply with the requirements of Clause 32.1, shall constitute sufficient grounds for cancellation of the award and forfeiture of the Earnest Money. He will also be debarred from participating future bids under UPSTDC for one year.

33. Advances:

33.1 The employer will provide mobilization advances and advance against security of equipment as provided in Part I General Condition Of Contract.

34. Corrupt or Fraudulent Practices

The Employer requires the bidders/Contractors to strictly observe the laws against fraud and corruption in force in India, namely, Prevention of Corruption Act, 19

Appendix to Invitation To Bidders (ITB)

.

ITB Clause Reference.

(1.1)	The Employer is **Managing Director, Uttar Pradesh State Tourism Development Corporation (UPSTDC)** Represented by : **GM (Technical)**
(1.1)	The Works is: **As per BoQ**
(2.1)	The State is **Department of Tourism, Uttar Pradesh**
(3.1)	Eligible Bidders are: Contractors registered with **– Uttar Pradesh State Tourism Development Corporation (UPSTDC)** in appropriate class i.e. class 'A'/'B'/'C'/'D' as the case may be and as eligible.
(4.2)	*The information required from bidders in Clause 4.2 is modified as follows: NONE*
4.2 (g)	The percentage is ***Ten***
(4.4 B) (a) (iii)	Other certificates required with the bid are: As per ITB
(4.4. B) (b)(i)	The key equipment for construction works and field-testing laboratory

For Construction Works are:

Name of the Equipment (for carrying out of the works as required)

1. Concrete Batching Plant
2. Concrete Pump
3. Concrete Mixer (Diesel)
4. Needle vibrator (electrical)
5. Needle vibrator (petrol)
6. Table vibrator (elec/pterol)
7. Bar bending machine
8. Bar cutting machine
9. Drilling machine
10. Cube casting moulds
11. Steel shuttering
12. Steel scaffolding
13. Grinding/polishing machines
14. Concrete Mixture
15. Water Tanker
16. Tractor
17. Truck
18. Tipper
19. J.C.B.
20. Pump Electric
21. Diesel Generators

The minimum requirement of construction machinery equipment shall be as follows:

	For project cost less than Rs 2 cr	For project cost greater than Rs 2 cr and less than Rs 5 cr	For project cost greater than Rs 5 cr
RMC plant (cap 15m3/hrs)	-	-	1
Transit Concrete Mixer	-	-	2
Concrete Mixer	1	3	
Plate Vibrator	2	4	4
Pin Vibrator	2	4	4
Floater	1	2	4

Maximum age of construction machinery and equipment shall not be more than 10 years

For field testing Laboratory:

All equipment should be provided at site lab and central lab as per National Building Code guidelines

Note: (a) The bidder must produce the Documents showing proof of ownership or produce documents in favour of taking them on lease for the purpose of construction.

(4.4 B) (b)(ii) The Number of Technical personnel, Qualifications and Experience will be as follows:

A. The Technical Personnel are:

Technical Personnel	Number			Experience
	Upto Rs 2 crore contract value	Above Rs 2 crore up to Rs. 5 Crore Contract Value	Above Rs. 5 Crore Contract Value	
A. Project Manager (Degree Holder in Civil Engineering)	-	-	1	Minimum 5 years of Experience
B. Degree Holder in Civil Engineering	1	1	1	Minimum 2 years of Experience
C. Diploma holder in civil Engineering	1	1	2	Minimum 2 years of Experience
D. Diploma holder in Electrical Engineering	1	1	1	Minimum 2 years of Experience

E. Work Supervisor	1	2	4	Intermediate plus Minimum 5 years of Experience or B.Sc. plus 2 years of experience

To ensure employment of Technical Personnel, the contractor would require giving the proof of payment of their salaries/ Wages by Cheque/ Demand Draft.

B. For field testing laboratory:

Technical Personnel	Number	
	Contract works up-to Rs. 5 Crores	Contract works above Rs. 5 Crores
Junior Engineer (civil) Or B.Sc. (P.C.M.) Having one year experience	1	2

(4.4 B) (b)(iii) The minimum amount of liquid assets and/or credit facilities net of other contractual commitments of the successful Bidder shall be 10% of the contract value

(4.4 B) (c) (i) The bidder must produce an affidavit stating that the near relations of the following departmental officers are not in his employment:
J.E's, A.E.'s, EE, PMs,APMs, GM, CGM, and other staff of equivalent rank

(4.4 B) (c) (ii) The bidder must produce an affidavit stating the names of retired gazetted officer (if any) in his employment who retired within the last two years with the following ranks from the departments listed below:
U.P.P.W.D., R.E.S. and. U.P. Irrigation. (Assistant Engineer, Executive Engineer, Superintending Engineer, Chief Engineer, Director cum Chief Engineer, Engineer-in- Chief)
In case there is no such person in his employment, his affidavit should clearly state this fact.

(4.6) M = 2.5

(7.1) The contact person is:
Designation: GM (T)
Office of GM(T), UPSTDC, Paryatan Bhawan

(9. 2.1) Place, Time and Date for pre-bid meeting are:
Place: Office of GM(T)……
Time: 12.00 Noon
Date:

(11.1) Language of the bid is: *English*

(12.1) Part I (v) The other documents required are: **NONE**

(13.2.)	Bids may be submitted only in Percentage Rate Method
(13.2)	Schedule of Rate applicable for Percentage Rate Method is: As mentioned in the bill of quantities for percentage rate bids
(16.1)	The amount of Earnest Money shall be **As per NIT**
(16.3)	Exemption from Earnest Money is granted to: NONE
(20.1)	The deadline for submission of bids shall be: **As per NIT**
22.1) & (22.6)	The date, time and place for opening of the Technical Bids are: (A) Technical Bid: **As per NIT** (B) Financial Bid (For qualified bidder as) : To be notified online on the e-tendering portal
(32.1)	The amount and validity period of the performance guarantee is: Amount: **5% of the contract price** (i) Performance security shall be valid as per GCC. (ii) **Additional Performance Security** for unbalanced Bid shall have to be submitted and valid as per GCC as below: a) Up to 10 percent below BoQ: NIL b) More than 10 percent below BoQ: One percent for every percent below 10

Signature of Employer/ Authorised Signatory

Section 3 Qualification Information

(Following informations shall be furnished by the contractor on a non-judicial stamp paper of Rs. 100/- only.)

Notes on Form of Qualification Information

The information to be filled in by bidders in the following pages will be used for purposes of post-qualification as provided for in Clause 4 of the Instructions to Bidders. This information will not be incorporated in the Contract. Attach additional pages as necessary.

1. Individual Bidders

1.1	Constitution or legal status of Bidder Place of registration: Principal place of business: Power of attorney of signatory of Bid	*[attach copy]* _____ _____ *[Attach]*
1.2	Total annual volume of civil engineering construction work executed and payments received in the last **five years** preceding the year in which bids are invited. (Attach certificate from Chartered Accountant having UDIN no.)	(Rs. In lakhs)

1.3 1	Work performed as prime Contractor (in the same name and style) on construction works of a similar nature and volume over the last **five** years. Attach certificate from the Engineer-in-charge

Project Name	Name of Employer	Description of work	Value of contract	Contract No.	Date of Issue of Work Order	Stipulated Date of Completion	Actual Date of Completion	Remarks explaining reasons for Delay, if any

1.3.2 Information on Bid Capacity (works for which bids have been submitted and works which are yet to be completed) as on the date of this bid

(A) Existing commitments and on-going construction works:

Description of Work	Place & State	Contract No & Date	Name & Address of Employer	Value of Contract (Rs. In lakhs)	Stipulated period of completion	Value of works remaining to be completed (Rs. Lakhs) *	Anticipated Date of completion
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)

* *Enclose certificate(s) from Engineer(s)-in-charge for value of work remaining to be completed.*

(B) Works for which bids already submitted:

Description of Work	Place & State	Name & Address of Employer	Estimated Value of Works (Rs. Lakhs)	Stipulated period of completion	Date when decision is expected	Remarks, if any
(1)	(2)	(3)	(4)	(5)	(6)	(7)

1.4 Availability of Major items of Contractor's Equipment proposed for carrying out the Works. List all information requested below. Refer also to Clause 4.2(d) and Clause 4.4 b (b) of the Instructions to Bidders.

Item of Equipment	Description, make, and age (Years), and capacity	Condition (new, good, poor) and number available	Owned, leased (from whom?), or to be purchased

1.5 Qualifications of technical personnel proposed for the Contract. Refer also to Clause 4.2(e) of the Instructions to Bidders and Clause 9.1 of Part-1 General Conditions of Contract.

Position	Name	Qualification	Years of experience		
			Building Works	Road Works	Other

1.6 Proposed sub-contractors and firms involved for construction. Refer to Clause 7 of Part I General Conditions of Contract.

Sections of the Works	Value of subcontract	Sub-contractor (name and address)	Experience in similar work

Note: The capability of the sub-Contractor will also be assessed (on the same lines as for the main Contractor) before according approval to him.

1.7 Financial reports for the last five years: balance sheets, profit and loss statements, auditors' reports, etc. List below and attach copies.

_____

_____

_____

1.8 Evidence of access to financial resources to meet the qualification requirements: cash in hand, lines of credit, etc. List below and attach copies of support documents. (Sample format attached).

_____

_____

_____

1.9 Name, address, and telephone, telex, and facsimile numbers of banks that may provide references if contacted by the Employer.

_____

_____

_____

1.10 Information on current litigation in which the Bidder is involved.

Name of Other party(s)	Cause of dispute	Litigation where (Court/arbitration)	Amount involved

1.11 Proposed Programme (work method and schedule). Descriptions, drawings, and charts as necessary, to comply with the requirements of the bidding documents.

SAMPLE FORMAT FOR EVIDENCE OF ACCESS TO OR AVAILABILITY OF

CREDIT FACILITIES BANK CERTIFICATE

This is to certify that M/S--------- is a reputed company with a good financial standing.

If the contract for the work, namely, _____ is awarded to the above firm, we shall be able to provide overdraft/credit facilities to the extent of Rs. _____ to meet their working capital requirements for executing the above contract.

Signature of Senior Bank Manager _____
Name of the senior Bank Manager _____
Address of the Bank ----------

Stamp of the Bank

Note: Certificate should be on the letter head of the bank

AFFIDAVIT

1. I, the undersigned, do hereby certify that all the statements made in the required attachments are true and correct
2. The undersigned also hereby certifies that neither our firm M/s …… have abandoned any work on Tourism department nor any contract awarded to us for such works have been rescinded, during last five years prior to the date of this bid.
3. The undersigned hereby authorize(s) and request(s) any bank, person, firm or corporation to furnish pertinent information deemed necessary and requested by the Department to verify this statement or regarding my (our) competence and general reputation.
4. The undersigned understand and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of the Department/Project implementing agency.

……..

(Signed by an Authorized Officer of the firm)

……

Title of Officer

……

Name of Firm

……

Dat

Undertaking from Bidders to Invest minimum 10 % of the Value of the Work

For the Work: As per BoQ

It is to be certified that I have Rs…… in cash, Rs ……..in Bank and Rs …….by other sources, will proceed with the proposed work

Date:

Place:

Signature of the Contactor

Section 4 Conditions of Contract
Part – I General Conditions of Contract

These conditions are subject to the variations and additions set out in Part II Special Conditions of Contract

Notes on Conditions of Contract

The Conditions of Contract, read in conjunction with Part II Special Conditions of Contract and the Contract Data and other documents listed therein, should be a complete document expressing fairly the rights and obligations of both parties.

The form of Conditions of Contract that follows has been developed for smaller admeasurements contracts for construction on the basis of international practice and the practice of the Government of India and Government of Uttar Pradesh, National Building Code & relevant IS codes, and considerable experience in different States in India in the drafting and management of contracts, bearing in mind a trend in the construction industry towards simpler, more straightforward language.

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Section 4

Part I General Conditions of Contract

A. General

1. **Definitions**

1.1 Terms, which are defined in the Contract Data, are not also defined in the Conditions of Contract but keep their defined meanings. Capital initials are used to identify defined terms.

Bill of Quantities means the priced and completed Bill of Quantities forming part of the Bid.

Compensation Events are those defined in Clause 40 hereunder.

The **Completion Date** is the date of completion of the Works as certified by the Engineer, in accordance with Clause 48.1.

The **Contract** is the Contract between the Employer and the Contractor to execute, complete, and hand over & maintain the Works. It consists of the documents listed in Clause 2.3.

The **Contract Data** defines the documents and other information, which comprise the Contract.

The **Contractor** is a person or corporate body whose Bid to carry out the Works, including maintenance during the Defect Liability Period, has been accepted by the Employer.

The **Contractor's Bid** is the completed bidding document submitted by the Contractor to the Employer.

The **Contract Price** is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.

Days are calendar days; months are calendar months.

A **Defect** is any part of the Works not completed in accordance with the Contract.

The **Defects Liability Certificate** is the certificate issued by Engineer, after the Defect Liability Period has ended and upon correction of Defects (if any) by the Contractor.

The **Defects Liability Period** is one year calculated from the Date of Handing Over.

Drawings include calculations and other information provided or approved by the Engineer for the execution of the Contract.

The **Employer** is the party as defined in the Contract Data, who employs the Contractor to carry out the Works, including maintenance during the Defect Liability Period,. The Employer may delegate any or all functions to a person or body nominated by him for specified functions.

The **Engineer** is the person named in the Contract Data (or any other competent person appointed by the Employer and notified to the Contractor, to act in replacement of the Engineer) who is responsible for supervising the execution of the Works and administering the Contract, certifying payments due to the Contractor, issuing and valuing Variations to the Contract, awarding extensions of time, and valuing the Compensation Events (within the defined delegation of powers).

Equipment is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.

The **Initial Contract Price** is the Contract Price listed in the Employer's Letter of Acceptance.

The **Intended Completion Date** is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is specified in the Contract Data. The Intended Completion Date may be revised only by the Engineer by issuing an extension of time.

Materials are all supplies, including consumables, used by the Contractor for incorporation in the Works.

Plant is any integral part of the Works that shall have a mechanical, electrical, electronic, chemical, or biological function.

The **Site** is the area defined as such in the Contract Data.

Site Investigation Reports are those that were included in the bidding documents and are reports about the surface and subsurface conditions at the Site.

Specification means the Specification of the Works included in the Contract and any modification or addition made or approved by the Engineer.

The **Start Date** 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.

A **Sub-Contractor** is a person or corporate body who has a Contract with the Contractor to carry out a part of the construction work in the Contract, which includes work on the Site.

Temporary Works are works designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the Works.

A **Variation** is an instruction given by the Engineer, which varies the Works.

The **Works**, as defined in the Contract Data, are what the Contract requires the Contractor to construct, install, maintain, and hand over to the Client.

2. **Interpretation**

2.1 In interpreting these 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 normal meaning under the language of the Contract unless specifically defined. The Engineer will provide instructions clarifying queries about these Conditions of Contract.

2.2 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).

2.3 The documents forming the Contract shall be interpreted in the following order of priority:

(1) Agreement,
(2) Notice to Proceed with the Work,
(3) Letter of Acceptance,
(4) Contractor's Bid,
(5) Contract Data,
(6) Special Conditions of Contract Part II,
(7) General Conditions of Contract Part I,
(8) Specifications,
(9) Drawings,
(10) Bill of Quantities, and
(11) Any other document listed in the Contract Data.

3. **Language and Law**

3.1 The language of the Contract and the law governing the Contract are stated in the Contract Data.

4. **Engineer's Decisions**

4.1 Except where otherwise specifically stated, the Engineer will decide contractual matters between the Employer and the Contractor in the role representing the Employer. However, if the Engineer is required under the rules and regulations and orders of the Employer to obtain approval of some other authorities for specific actions, he will so obtain the approval.

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

5. **Delegation**

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

6. **Communications**

6.1 All Certificate, notices or instructions to be given to the contractor by Employer / Engineer shall be sent on the address or contact details given by the contractor in Section 6- Form of Bid. The address and contact details for communication with the Employer/ Engineer shall be as per the details given Contract Data to GCC. Communications between parties that are referred to in the conditions shall be in writing. The Notice sent by Facsimile (fax) 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. The notice sent to the contractor at his reported address shall be deemed to be served.

7 **Subcontracting**

7.1 The contractor may subcontract part of the construction work with the approval of the Employer in writing, up to 25% **(only for specialized works)** of the contract price but will not assign the Contract. Subcontracting shall not alter the contractor's obligations.

7.2 Beyond what has been stated in clauses 7.1, if the contractor proposes sub-contracting any part of the work during execution of the works, because of some unforeseen circumstances to enable him to complete the work as per terms of the contract, the Employer will consider the following before according approval:

a. The Contractor shall not sub-contract the whole of the works.
b. The Contractor shall not sub-contract any part of the work without prior consent of the Employer.

Any such consent shall not relieve the contractor from any liability or obligation under the contract and he shall be responsible for the acts, defaults and neglects of any his sub-contractor, his agents or workmen as fully as if they were the acts, defaults or neglects of the Contractor, his agents and workmen.

7.3 The Engineer should satisfy himself before recommending to the Employer whether

a. The circumstances warrant such sub-contracting: and
b. The sub-contractor so proposed for the work possess the experience, qualification and equipment necessary for the job proposed to be entrusted to him in proportion of the Quantum of works to be sub-contracted

7.4 Subcontracting as stated above is applicable only for specialized works such as internal and electrical work, firefighting works, installation of lifts, mural and decorative works, horticulture works etc

8 **Other Contractors**

8.1 The contractor shall co-operate and share the site with other contractors, Public authorities' utilities, and the employer between the dates given in the schedule of other contractors, as referred to in the contract data. The contractor shall also provide facilities and services for them as described in the schedule. The

employer may modify the schedule of other contractor, and shall notify the contractor of any such modification.

8.2 The contractor 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**

9.1 The Contractor shall employ for the construction and maintenance the technical personnel named in the Contract Data or other technical persons approved by the Engineer. The Engineer 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 stated in the Contract Data.

9.2 If the Engineer asks the Contractor to remove a person who is a member of the Contractor's staff or work force, stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the Works in the Contract

9.3 The Contractor 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 Contractor.

9.4 The contractor shall arrange at his own expense all tools, plant, machinery and equipment (hereinafter referred to as T&P) and equipment required for quality control required for execution of the work

10 **Employer's and Contractor's Risks**

10.1 The Employer carries the risks which this Contract states are Employer's risks, and the Contractor carries the risks that this Contract states are Contractor's risks.

11. **Employer's Risk**

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

12.Contractor's Risks

12.1 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 Contractor.

13.Insurance

13.1 The Contractor at his cost shall provide, in the joint names of the Employer and the Contractor, insurance cover from the Start Date to the date of completion, in the amounts and deductibles stated in the Contract Data for the following events which are due to the Contractor'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.

13. Insurance policies and certificates for insurance shall be delivered by the Contractor 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.

13.3 The Contractor at his cost shall also provide, in the joint names of the Employer and the Contractor, insurance cover from the date of completion to the end of defect liability period, in the amounts and

deductibles stated in the Contract Data for the following events which are due to the Contractor's risks:

(a) Personal injury or death.
(b) Insurance policies and certificates for insurance shall be delivered by the Contractor 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.

13.4 Alterations to the terms of insurance shall not be made without the approval of the Engineer.

13.5 Both parties shall comply with any conditions of the insurance policies.

14. **Site Investigation Reports**

14.1 The Contractor, in preparing the Bid, may rely on any Site Investigation Reports referred to in the Contract Data, supplemented by any other information available to him, before submitting the bid.

15. **Queries about the Contract Data**

15.1 The Engineer will clarify queries on the Contract Data.

16. **Contractor to Construct the Works**

16.1 The Contractor shall construct, and install and maintain the Works in accordance with the Specifications and Drawings.
16.2 The contactor shall deploy the equipment and machinery required to construct the work in accordance with the Specifications and Drawings.

17. **The Works to Be Completed by the Intended Completion Date**

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

18. **Approval by the Engineer**

18.1 The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Engineer, who is to approve them.

18.2 The Contractor shall be responsible for design of Temporary Works.

18.3 The Engineer's approval shall not alter the Contractor's responsibility for design of the Temporary Works.

18.4 The Contractor shall obtain approval of third parties to the design of the Temporary Works, where required.

18.5 All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Engineer before their use.

18.6 The contractor shall get job mix formula for concrete mix of M-20 grade and above tested from any authorized lab and get it approved from the Engineer before the commencement of the work.

19. **Safety**

19.1 The Contractor shall be responsible for the safety of all activities on the Site.

20. **Discoveries**

20.1 Anything of historical or other interest or of significant value unexpectedly discovered on the Site

shall be the property of the Employer. The Contractor shall notify the Engineer of such discoveries and carry out the Engineer's instructions for dealing with them.

21 **Possession of the Site**

21.1 The Employer shall handover complete or part possession of the site to the Contractor 7 days in advance of construction programme . At the start of the work, the employer shall handover the possession of at-least 75% of the site.

22. **Access to the Site**

22.1 The Contractor shall allow access to the Site and to any place where work in connection with the Contract is being carried out, or is intended to be carried out to the engineer and any person/persons/agency authorized by:

a. The Engineer
b. The Employer
c. The Department of Tourism, State of Uttar Pradesh
d. Third Party Quality Assurance Agency
e. District Authorities

23. **Instructions**

23.1 The Contractor shall carry out all instructions of the Engineer, which comply with the applicable laws where the Site is located.

24. **Dispute Redressal System**

24.1 If any dispute or difference of any kind what-so-ever shall arises in connection with or arising out of this Contract or the execution of Works or 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, above the rank of the Engineer, The competent authority shall, within a period of forty-five days after being requested in writing by the Contractor to do so, convey his decision to the Contractor. Such decision in respect of every matter so referred shall, subject to review as hereinafter provided, be final and binding upon the Contractor. In case the Works is already in progress, the Contractor 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.

24.2 Either party will have the right of appeal, against the decision of the competent authority, to the arbitration if the amount appealed exceeds rupees one lakh.

25 Procedure for Resolution of Disputes

25.1 The Competent Authority mentioned in clause 24.1 shall give a decision in writing within 45 days of receipt of a notification of a dispute.

25.2 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 the Arbitration and Conciliation Act 1996 as amended from time to time. If neither party refers the dispute to Arbitration within the above 28 days, the Competent Authority's decision will be final and binding.

25.3 The Arbitration shall be conducted in accordance with the following procedure, in case Initial Contract Price is more than Rs. 5 Crore or the Contractor is a Foreign Contractor, who has bid under ICB: -

(a) In case of a decision of the Competent Authority in a dispute or difference arising between the Employer and a Contractor relating to any matter arising out of or connected with this

Agreement, the matter will be referred to an Arbitral Tribunal. The Arbitral Tribunal shall consist of three Arbitrators, one each to be appointed by the Employer and the contractor. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the parties and shall act as presiding Arbitrator. In case of failure of the two Arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the Arbitrator appointed subsequently, the presiding Arbitrator shall be appointed by the Chairman of the Executive Committee of the Indian Roads Congress.

(b) If one of the parties fails to appoint its arbitrator in pursuance of sub-clause (a) above within 30 days after receipt of the notice of the appointment of its arbitrator by the other party, then the Chairman of the Executive Committee of the Indian Roads Congress shall appoint the arbitrator.

A certified copy of the order of the Chairman of the Executive Committee of the Indian Roads Congress, making such an appointment shall be furnished to each of the parties.

(c) The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the Arbitral Tribunal. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.

25.4 Where the Initial Contract Price as mentioned in the Acceptance Letter is Rs. 5 Crore and below, disputes and differences in which an Adjudicator has given a decision shall be referred to a sole Arbitrator. The sole Arbitrator would be appointed by the agreement between the parties; failing such agreement within 15 days of the reference to arbitration, by the appointing authority, namely the Chairman of the Executive Committee of the Indian Road Congress.

25.5 Arbitration proceedings shall be held at_ Lucknow (U.P.) , India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English/Hindi.

25.6 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

26. **Programme**

26.1 Within the time stated in the Contract Data, the Contractor shall submit to the Engineer for approval a Programme/ P E R T c h a r t 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.

26.2 The Contractor shall submit the list of equipment and machinery being brought to site, the list of key personnel being deployed, the list of machinery/ equipments being placed in field laboratory and the location of field laboratory along with the Programme. The Engineer shall cause these details to be verified at each appropriate stage of the programme.

26.3 An update 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 Works, including any changes to the sequence of the activities.

26.4 The Contractor shall submit to the Engineer for approval an updated Programme at intervals no longer than the period stated in the Contract Data. If the Contractor 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.

26.5 The Engineer's approval of the Programme shall not alter the Contractor's obligations. The Contractor may revise the Programme and submit it to the Engineer again at any time. A revised Programme shall show the effect of Variations and Compensation Events.

26.6 The Contractor shall have to deploy CCTV at his own cost at the site for remote monitoring of work to ensure time bound execution. Failure to comply shall lead to penalty up to Rs 25,000.

27 Extension of the Intended Completion Date

27.1 The Engineer 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 Contractor taking steps to accelerate the remaining Works, which would cause the Contractor to incur additional cost. **However** such extension/extensions of the Intended Completion Date may, at the discretion of the Employer, be subject to approval by Client Department.

27.2 Request for rescheduling of Milestones and extension of time, to be eligible for consideration, shall be made by the Contractor in writing within fourteen days of the happening of the event causing delay on the prescribed form. The Engineer shall decide whether and by how much time to extend the Intended Completion Date within 21 days of the Contractor asking the Engineer for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information. If the Contractor 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.

27.3 Contractor shall be liable to inform within seven day from the event of any hindrance in work due to the circumstances beyond his control, or hindrance in work by Client department /any other department. Engineer shall receive and may allow the record of hindrance to the extent as considered justifiable by Engineer which will become the part of agreement. Contractor should note that the above record of hindrance shall not entitle him for any claim or increase in rates but shall only verify and record his eligibility considerations with regard to extension of time if he at all applies.

28. Delays Ordered by the Engineer

28.1 The Engineer may instruct the Contractor to delay the start or progress of any activity within the Works. Delay/delays totalling more than 30 days will require prior written approval of the Employer.

29. Management Meetings

29.1 The Engineer may require the Contractor to attend a management meeting. The business of a management meeting shall be to review the plans for the Works.

29.2 The Engineer shall record the business of management meetings and provide copies of the record to those attending the meeting. The responsibility of the parties for actions to be taken shall be decided by the Engineer either at the management meeting or after the management meeting and stated in writing to all those who attended the meeting.

C. Quality Control

30. Identifying Defects

30.1 The Engineer shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Engineer may instruct the Contractor to search for a Defect and to uncover and test any work that the Engineer considers may have a Defect. Cost of such tests shall be borne by the Contractor.

30.2 If it shall appear to the Engineer or his authorized subordinates in charge of the work or to the Officer

in charge of Quality Assurance or his subordinate officers or the officers of the organization engaged by the Department for Quality Assurance or to the TAC or any other agency (during construction or after completion/ handing over of work), that any work has been executed with unsound, imperfect, or unskillful workmanship, or with materials or articles provided by him for the execution of the work which are unsound or of a quality inferior to that contracted or otherwise not in accordance with the contract, the contractor shall, on demand in writing from the Engineer specifying the work, materials or articles complained of notwithstanding that the same may have been passed, certified and paid for forthwith rectify, or remove and reconstruct the work so specified in whole or in part, as the case may require or as the case may be, remove the materials or articles so specified and provide other proper and suitable materials or articles at his own charge and cost. In the event of the failing to do so within a period specified by the Engineer in his demand aforesaid, then the contractor shall be liable to pay compensation at the same rate as under **clause 44** of the contract (for non- completion of the work in time) for this default. In such case the Engineer may not accept the item of work at the rates applicable under the contract but may accept such items at reduced rates as the authority may consider reasonable during the preparation of on account bills or final bill if the item is so acceptable without detriment to the safety and utility of the item and the structure or he may reject the work outright without any payment and /or get it and other connected and incidental items rectified, or removed and re – executed at the risk and the cost of the contractor. Decision of the Engineer to be conveyed in writing in respect of the same will be final and binding on the contractor.

30.3 If during construction or after construction, Client/ Government order inspection by TAC or any other agency & of the works and the final bills of the contractor including all supporting vouchers, abstract, etc., to be made after payment of the final bill and if as a result of such audit and technical examination any sum is found to have been overpaid in respect of any work done by the contractor under the contract or any work claimed to have been done by him under the contract and found not to have been executed, the contractor shall be liable to refund the amount of over- payment and it shall be lawful for UPSTDC to recover the same from him in the manner prescribed in this clause or in any other manner legally permissible; and if it is found that the contractor was paid less than what was due to him under the contract in respect of any work executed by him under it, the amount of such under payment shall be duly paid by UPSTDC to the contractor, without any interest thereon whatsoever.

31. Field laboratory and Tests

31.1 For Carrying out mandatory tests as prescribed in the specification. The Contractor shall establish field laboratory at the location decided by Engineer. The field laboratory will have minimum equipment as specified in the Contract Data. The contractor shall be solely responsible for :

a. Carrying out the mandatory tests prescribed in the Specifications, and
b. For the correctness of the test results, whether preformed in his laboratory or elsewhere.

31.2 If the Engineer instructs the Contractor to carry out a test not specified in the Specifications/Manual to check whether any work has a Defect or not, the Contractor shall pay for the test and any samples.

32. Correction of Defects noticed during the Defect Liability Period

32.1 The Engineer shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion and handing over of work. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.

32.2 Every time notice of Defect/Defects is given, the Contractor shall correct the notified Defect/Defects within the duration of time specified by the Engineer's notice.

33. Uncorrected Defects

33.1 If the Contractor has not corrected a Defect pertaining to the Defect Liability Period under clause 32.1 and of these Conditions of Contract, to the satisfaction of the Engineer, within the time specified in the Engineer's notice, the Engineer will get the defect corrected from a debitable agency and the cost of such correction shall be paid by the Contractor/recovered from the contractor.

D. Cost Control

34. Bill of Quantities

34.1 The Bill of Quantities shall contain items for the construction, installation, testing, and commissioning, maintaining works, to be done by the Contractor.

34.2 The Bill of Quantities is used to calculate the Contract Price. The Contractor is paid for the quantity of the work done at the rate in the Bill of Quantities for each item for the construction of works.

35. Variations

35.1 The Engineer shall, having regard to the scope of the works and sanctioned estimated cost, have power (i) to make alteration in, omissions from, additions to, or substitutions for the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work, and (ii) to omit a part of the works in case of non-availability of a portion of the site or for any other reasons and the contractor shall be bound to carry out the works in accordance with any instructions given to him in writing signed by the Engineer and such alterations, omissions, additions or substitutions shall form part of the contract as if originally provided therein and any altered, additional or substituted work which the contractor may be directed to do in the manner specified above as part of the works, shall be carried out by the contractor on the same conditions in all respects including price on which he agreed to do the main work.

35.2 Such Variations shall form part of the Contract and the Contractor shall carry them out and include them in updated Programmes produced by the Contractor. Oral orders of the Engineer for Variations, unless followed by written confirmation, shall not be taken into account.

36. Payments for Variations

36.1 If rates for variation items are specified in Bill of Quantity, the contactor shall carry out such work at the same rate. This shall apply for variation only up to the limit prescribed in the contract data. If the variation exceeds this limit, the rates shall be derived under the provision of clause 36.3 for quantities (higher or lower) exceeding the deviation limit.

36.2 If the rates for Variation are not specified in the Bill of Quantities, the Engineer shall derive the rate from similar items in the Bill of Quantities.

36.3 If the rate for Variation item cannot be determined in the manner specified in Clause 36.1 or 36.2, the Contractor shall, within 14 days of the issue of order of variation work, inform the Engineer the rate which he proposes to claim, supported by analysis of the rates. The Engineer shall assess the quotation and determine the rate based on prevailing market rates within one month of the submission of the claim by the Contractor. As far as possible, the rate analysis shall be based on the DSR as per correction available and the current schedule of rates of the district public works division. The decision of the Engineer on the rate so determined shall be final and binding on the Contractor.

37. Cash Flow Forecasts

37.1 When the Programme is updated, the Contractor shall provide the Engineer with an updated cash flow forecast.

38. Payment Certificates

38.1 The payment to the contractor will be as follows for construction work:

The Contractor shall submit to the Engineer fortnightly/ monthly statements of the value of the work executed less the cumulative amount certified previously supported with detailed measurement of the items of work executed in measurement books authorized by UPSTDC .

(b) The Engineer shall check the Contractor's fortnightly/monthly statement within 14 days and certify the amount to be paid to the Contractor.

(c) The value of work executed shall be determined, based on measurements by the Engineer/authorized Engineer. All measurements and levels shall be taken jointly by APM/Authorized Engineer of UPSTDC and by the contractor or his authorized representative from time to time during the progress of the work and such

measurements shall be signed and dated by the Junior Engineer of UPSTDC and the contractor or his representative. If the contractor objects to any of the measurements recorded, a note shall be made to that effect with reason and signed by both the parties. If for any reason the contractor or his authorized representative is not available and the work of recording measurements is suspended by the Junior Engineer, the Engineer-in-Charge and the Department shall not entertain any claim from contractor for any loss or damages on this account. If the contractor or his authorized representative does not remain present at the time of such measurements after the contractor or his authorized representative has been given a notice in writing three **(3) days** in advance or fails to countersign or to record objection within a week from the date of the measurement, then such measurements recorded in his absence by the Junior Engineer shall be deemed to be accepted by the Contractor. The contractor shall, without extra charge, provide all assistance with every appliance, labour and other things necessary for measurements and recording levels

(d) The value of work executed shall comprise the value of the quantities of the items in the Bill of Quantities completed.

(e) The value of work executed shall also include the valuation of Variations and Compensation Events.

(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 provisions of clause 50 of GCC.

39. Payments

39.1 Payments shall be adjusted for deductions for advance payments, security deposit, other recoveries in terms of the Contract and taxes at source, as applicable under the law. The Employer shall pay the Contractor the amounts he had certified within 28 days of the date of each certificate.

39.2 The Employer may appoint another authority, as specified in the Contract Data (or any other competent person appointed by the Employer and notified to the contractor) to make payment certified by the Engineer.

39.3 Items of the Works for which no rate or price has been entered in the Bill of Quantities, will not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.

40. Compensation Events

40.1 The following shall be Compensation Events unless they are caused by the Contractor:

a) The Employer does not give access to a part of the Site by the Site Possession Date stated in the Contract Data.
b) The Engineer orders a delay or delays exceeding a total of 30 days.
c) The Engineer does not issue drawings, specifications or instructions required for the execution of works on time
d) Removal of unsuitable material like marsh, debris dumps, etc not caused by the contractor
e) River training requiring protection of permanent work
f) Restriction of access to ground imposed by civil, judicial, or military authority
g) Other contractors, public authorities, utilities or the Employer does not work within the dates and other constraints stated in the Contract, and they cause delay or extra cost to the Contractor.
h) The Engineer gives an instruction for dealing with an unforeseen condition, caused by the Employer, or additional work required for safety or other reasons
i) The Engineer unreasonably delays issuing a Certificate of Completion.
j) Other Compensation Events listed in the Contract Data or mentioned in the Contract.
k) The effects on the Contractor of any of the Employer's Risks.
l) Any other cause which, in the absolute discretion of the Engineer is beyond the Contractor’s control.

40.2 If a Compensation Event would prevent the Works being completed before the Intended

Completion Date, the Intended Completion Date shall be extended. The Engineer shall decide whether and by how much the Intended Completion Date shall be extended.

40.3 The Contractor shall immediately give notice thereof in writing to the Engineer, but shall nevertheless use constantly his best endeavor to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer to proceed with the works. The Contractor shall not be entitled to compensation to the extent that the Employer's interests are adversely affected by the Contractor not having given early warning or not having cooperated with the Engineer

40.4 The contractor shall have no claim of damages for extension of time granted or rescheduling of milestone/for events listed in above clause

41. Tax

41.1 The rates quoted by the Contractor shall be deemed to be inclusive of all levies, duties, royalties, cess, toll, taxes of Central and State Governments (except GST), local bodies and authorities that the Contractor will have to pay for the performance of this Contract. GST shall be paid extra as per relevant laws. The Employer will perform such duties in regard to the deduction of such taxes at source as per applicable law.

42. Currencies

All payments will be made in Indian Rupees.

43. Security Deposit/ Retention and Release of Performance Security and Security Deposit/ Retention.

43.1 The contractor whose tender is accepted will also be required to furnish Performance Security as per Clause 46. The Employer shall retain security deposit of 5% of the amount from each payment due to the Contractor until completion of the whole of the construction Work.

43.2 On the completion of the whole of the construction Work half the total amount retained as Security Deposit is repaid to the contractor and half when the defect liability period has passed and the Engineer has certified that all defects notified by the Engineer to the contractor before the end of his period have been corrected.

43.3 The additional performance security for unbalanced bids as detailed in Clause 46 of Conditions of Contract is repaid to the contractor when the construction work is complete.

43.4 The performance security equal to the five percent of the contract price in Clause 46 of Conditions of contract is repaid to the contractor when the period of one year of defect liability period is over and the Engineer has certified that the contractor has satisfactorily carried out the Works.

43.5 If the contractor so desires then the Security Deposit can be converted into any interest-bearing security of schedule commercial bank in the name of the Employer or National Saving Certificates duly pledged in favour of the Employer for Defect Liability Period.

43.6 All compensations or the other sums of money payable by the contractor under the terms of this contract may be deducted from, or paid by the sale of a sufficient part of his security deposit or from the interest arising there from, or from any sums which may be due to or may become due to the contractor by Government on any account whatsoever and in the event of his Security Deposit being reduced by reason of any such deductions or sale as aforesaid, the contractor shall within 10 days make good (if deposited for more than 12 months) endorsed in favour of the Engineer, any sum or sums which may have been deducted from, or raised by sale of his security deposit or any part thereof.

44. Liquidated Damages

44.1 The Contractor shall pay liquidated damages to the Employer at the rate per week or part thereof stated in the Contract Data for the period that the Completion Date is later than the Intended Completion Date. This will also apply to items or group of items for which a separate period of completion has been specified.

44.2 Liquidated damages at the same rate shall be withheld if the Contractor fails to achieve the milestones as prescribed in the Contract Data. With-holding of this amount on failure to achieve a milestone, shall

be automatic. However, in case the Contractor achieves the next milestone the amount of the liquidated damages already withheld shall be restored to the Contractor by adjustment in the next payment certificate. In case the contractor fails to make up for the delay in subsequent milestone(s), amount mentioned against each milestone missed subsequently also shall be withheld. However, no interest, what so ever shall be payable on such withheld amount. In case the contractor fails to make up for the delay even at the time of completion of work, all withheld amounts shall be deducted from final bill against work actually done.

44.3 The total amount of liquidated damages shall not exceed the amount defined in the Contract Data. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's other liabilities.

44.4 If the Intended Completion Date is extended after liquidated damages have been paid, the Engineer shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate.

44.5 The employer may, without prejudice to any other method of recovery deduct the amount of such damages from any monies due or to become due to the contractor. The payment or deduction of such damages shall not relieve the contractor from his obligation to complete the works on from any other of his obligations and liabilities under the contract.

45. **Advance Payment Deleted**

46. Securities

46.1 The Performance Security equal to five percent of the contract price and additional security for unbalanced bids shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in the shape of FDR or irrevocable Bank Guarantee in the form given in the Contract Data and by a scheduled commercial bank. In case of failure in submission of performance guarantee within the stipulate time, Earnest money deposit will be forfeited.

46.2 The Additional Security for unbalanced bids shall be as follows:

a. Up to 10 percent below BoQ: NIL
b. More than 10 percent below BoQ: One percent for every percent below 10

46.3 The Performance Security shall be valid up to three months from the date of expiry of Defect Liability Period of one year and the additional security for unbalanced bids shall be valid until three months from the date of issue of the certificate of completion. In case the time for completion of work gets extended, the contractor shall get the validity of Performance guarantee extended to cover such extended time for completion of work.

46.4 "Performance of Contract" means compliance by the Contractor with all obligations specified in the Contract including but not limited to timely execution of works, adherence to specifications and drawings, achievement of milestones, deployment of resources, maintenance of quality standards, rectification of defects, submission of statutory and contractual documentation and completion and handing over of the works.

46.5 The Engineer shall not make a claim under the performance guarantee except for amounts to which MD UPSTDC is entitled under the contract (not withstanding and / or without prejudice to any other provisions in the contract agreement) in the event of:

a. Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer may claim the full amount of the Performance Guarantee.
b. Failure by the contractor to pay any amount due, either as agreed by the contactor or determined under any of the Clauses / Conditions of the agreement, within **15 days** of the service of notice to this effect by Engineer.

46.6 In the event of the Contract being determined or rescinded under provision of any of the Clause / Condition of the agreement, the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of UPSTDC.

46.7 In case FDR/Bank Guarantee of any bank is furnished by the contractor to UPSTDC as Performance Guarantee(s) and the bank is unable to make payment against the said FDR/Bank Guarantee the loss

caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to USTDC make good the deficit.

47. Cost of Repairs

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

E. Finishing the Contract

48. Completion

48.1 Within ten days of the completion of the work, the contractor shall give notice of such completion to the Engineer and within thirty days of the receipt of such notice the Engineer shall inspect the work and if there is no defect in the work, shall furnish the contractor with a final certificate of completion

49. Taking Over

49.1 The Contractor shall be responsible for handing over the completed works to the Client. The Contractor must note that in the process of handing over, the Client may require the works to be inspected by a committee, by whatever name called. Contractor shall promptly or within such time as may be communicated by the Engineer, rectify all the defects/ shortcomings pointed out by the said committee to enable speedy handing over. The defect liability period shall start only after handing over of the works.

50. Final Account

50.1 The contractor shall supply the Engineer with a detailed account of the total amount that the Contractor considers payable for works under the contract within 21 days of issue of certificate of completion of construction of works. The Engineer 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 engineer 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 Engineer shall decide on the amount payable to the contractor and issue a payment certificate with in 28 days of receiving the Contractor's revised account. The payment of final bill for construction of works will be made within 14 days thereafter.

50.2 In case the account is not received within 21 days of issue of Certificate of Completion as provided in clause 50. I above, the engineer shall proceed to finalise the account and issue a payment certificate within 28 days. The payment of final bill for construction of works will be made within 14 days thereafter.

51. Operating and Maintenance Manuals

51.1 If "as built" Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates stated in the Contract Data.

51.2 If the Contractor does not supply the Drawings and/or manuals by the dates stated in the Contract Data, or they do not receive the Engineer's approval, the Engineer shall withhold the amount stated in the Contract Data from payments due to the Contractor.

52. Termination

52.1 The Employer may terminate the Contract if the Contractor causes a fundamental breach of the

Contract.

52.2 Fundamental breaches of Contract shall include, but shall not be limited to, the following:

a) the Contractor stops work for 28 days when no stoppage of work is shown on the current Programme and the stoppage has not been authorized by the Engineer;
b) If the contactor has, without reasonable cause, suspended the progress of the work or has failed to proceed with the work with due diligence so that in the opinion of the Engineer (which shall be final and binding) he will be unable to secure completion of the work by the date for completion and continues to do so after a notice in writing of seven days from the Engineer.
c) If the contractor fails to complete the work within the stipulated date or items of work with individual date of completion, if any stipulated, on or before such date(s) of completion and does not complete them within the period specified in a notice given in writing in that behalf by the Engineer-in-Charge
d) the Contractor is declared as bankrupt or goes into liquidation other than for approved reconstruction or amalgamation;
e) If the contractor having been given by the Engineer a notice in writing to rectify reconstruct or replace any defective work or that the work is being performed in an inefficient or otherwise improper or un-workmanlike manner shall omit to comply with the requirement of such notice for a period of seven days thereafter.
f) the Engineer gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Engineer;
g) the Contractor subcontracts the main component of the work or subcontracts without the approval of the employer
h) the Contractor does not maintain a Security, which is required;
i) the Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as defined in clause 44.1;
j) the Contractor fails to provide insurance cover as required under clause 13;
k) if the Contractor, in the judgement of the Employer, has engaged in the corrupt or fraudulent practice 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 execution of a contract to the detriment of the Employer and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid process at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.
l) if the Contractor has not completed at least thirty percent of the value of construction Work required to be completed after half of the completion period has elapsed;
m) If the Contractor persistently neglects to carry out his obligations under the contract and / or commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Engineer
n) if the Contractor fails to set up a field laboratory with the prescribed equipment, within the period specified in the Contract Data; and
o) any other fundamental breaches as specified in the Contract Data.
p) if the Contractor fails to deploy machinery and equipment or personnel as specified in the contract Data at the appropriate time.

52.3 Notwithstanding the above, the Employer may terminate the Contract for convenience.

52.4 If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible.

52.5 Upon such termination, the Earnest Money Deposit, Security Deposit already recovered and Performance Guarantee under the contract shall be liable to be forfeited and shall be absolutely at the disposal of the Department.

53. Payment upon Termination

53.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Engineer shall issue a certificate for the value of the work done and Materials ordered less liquidated damages, if any, less advance payments received up to the date of the issue of the certificate and less the percentage to apply to the value of the work not completed, as indicated in the Contract Data. If the

total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be recovered from the security deposit, and performance security. If any amount is still left un-recovered it will be a debt payable to the Employer.

53.2 If the Contract is terminated at the Employer's convenience, the Engineer shall issue a certificate for the value of the work done, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works and less advance payments received 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.

53.3 In the event of above courses being adopted by the Department, the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any materials or entered into any engagement or made any advances on account or with a view to the execution of the work or the performance of the contract. And in case action is taken under any of the provision aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work thereof or actually performed under this contract unless and until the Engineer has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

54. Property

54.1 All Materials on the Site, Plant, Equipment, Temporary Works, and Works shall be deemed to be the property of the Employer for use for completing balance construction work if the Contract is terminated because of the Contractor's default, till the Works is completed after which it will be transferred to the Contractor and credit, if any, given for its use.

55. Releases from Performance

55.1 If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of the Employer or the Contractor, the Engineer shall certify that the Contract has been frustrated. The Contractor 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.

F. Other Conditions of Contract

56. Labour

56.1 The Contractor 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.

56.2 The Contractor shall, if required by the Engineer, deliver to the Engineer a return in detail, in such form and at such intervals as the Engineer may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by the Contractor on the Site and such other information as the Engineer may require.

57. Compliance with Labour Regulations

57.1 During continuance of the Contract, the Contractor 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 or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority. Salient features of some of the major labour laws that are applicable to construction industry are given in Appendix to Part I General Condition of Contract. The Contractor shall keep the Employer indemnified in case any action is taken against the Employer

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 Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye laws/Acts/Rules/regulations including amendments, if any, on the part of the Contractor, the Engineer/Employer shall have the right to deduct any money due to the Contractor including his amount of performance security. The Employer/Engineer shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer.

57.2 The employees of the Contractor and the Sub-Contractor in no case shall be treated as the employees of the Employer at any point of time.

57.3 The provisions of Labour Cess Act shall be complied with by the Contractor.

58. Drawings and Photographs of the Works

58.1 The contractor shall do photography/video photography of the site firstly before the start of the work, secondly mid-way in the execution of different stages of work and lastly after the completion of the work. No separate payment will be made to the contractor for this.

58.2 The Contractor shall not disclose details of Drawings furnished to him and works on which he is engaged without the prior approval of the Engineer in writing. No photograph of the works or any part thereof or plant employed thereon, expect those permitted under clause 58.1, shall be taken or permitted by the Contractor to be taken by any of his employees or any employees of his sub-Contractors without the prior approval of the Engineer in writing. No photographs/ Video photography shall be published or otherwise circulated without the approval of the Engineer in writing.

59. The Apprentices Act 1961

59.1 The Contractor shall duly comply with the provisions of the Apprentices Act 1961 (III of 1961), the rules made there under and the orders that may be issued from time to time under the said Act and the said Rules and on his failure or neglect to do so he shall be subject to all liabilities and penalties provided by the said Act and said Rules.

60. Criminals are prohibited from bidding

60.1 Any bidders having **criminal record** is not allowed to paricipate in the bidding process. Any person who is having criminal cases against him or involved in the **organised crime or gangster activities or Mafia or Goonda or Anti social activity** are strictly prohibited to participate in the bidding process. If it is established that any bidder has **criminal record, his bid shall be automatically cancelled.**

60.2 The bidder has to produced character certificate, Solvency certificate, self decoration affidavit (on the prescribed proforma which is attached with the bid document) etc., issued by the competent authority in original with bid document.

61. Any bidder who is an Advocate and Registered with any State Bar Council Shall not be allowed to participate in the bidding. If it is established that the contractor is registered with the state bar council**, his bid shall be automatically cancelled.**

62. The Contractor shall execute the whole and every part of the work in the most substantial and workmanlike manner both as regards materials and otherwise in every respect in strict accordance with the specifications. In the case of any class of work for which there is no such specifications as referred to such work shall be carried out in accordance with the Bureau of Indian Standards Specifications. In case there are no such specifications in bureau of Indian Standards, the work shall be carried out as per manufacturers' specifications, if not available then as per District Specifications. In case there are no such specifications as required above, the work shall be carried out in all respects in accordance with the instructions and requirements of the Engineer.

63. **Carrying out part work at risk & cost of Contractor**

63.1 If contractor:

i) At any time makes default during currency of work or does not execute any part of the work with due diligence and continues to do so even after a notice in writing of 7 days in this respect from the Engineer; or

ii) Commits default in complying with any of the terms and conditions of the Contract and does not remedy it or takes effective steps to remedy it within 7 days even after a notice in writing is given in that behalf by the Engineer; or

iii) Fails to complete the work(s) or items of work with individual dates of completion, on or before the date(s) so determined, and does not complete them within the period specified in the notice given in writing in that behalf by the Engineer.

The Engineer without invoking action under **clause 52** may, without prejudice to any other right or remedy against the contractor which have either accrued or accrue thereafter to UPSTDC/Client, by a notice in writing to take the part work/part incomplete work of any item(s) out of his hands and shall have powers to:

(a) Take possession of the site and any materials, constructional plant, implements, stores, etc., thereon; and/or

(b) carry out the part work/part incomplete work of any item(s) by any means at the risk and cost of the Contractor.

The Engineer shall determine the amount, if any, is recoverable from the Contractor for completion of the part work/part incomplete work of any item(s) taken out of his hands and execute at the risk and cost of the Contractor.

In determining the amount, credit shall be given to the supplementary contractor with the value of work done in all respect in the same manner and at the same rate as if it had been carried out by the original contractor under the terms of his contract, the value of Contractor's materials taken over and incorporated in the work and use of plant and machinery belonging to the contractor. The certificate of the Engineer as to the value of work done shall be final and conclusive against the contractor provided always that action under this clause shall only be taken after giving notice in writing to the contractor. Provided also that if the expenses incurred by the department are less than the amount payable to the contractor at his agreement rates, the difference shall not be payable to the contractor.

Any excess expenditure incurred or to be incurred by the UPSTDC/Client in completing the part work/part incomplete work of any item(s) or the excess loss of damages suffered or may be suffered by UPSTDC as aforesaid after allowing such credit shall without prejudice to any other right or remedy available to the UPSTDC in law or per as agreement be recovered from any money due to the contractor or any account, and if such money is insufficient, the contractor shall be called upon in writing and shall be liable to pay the same within 30 days. If the contractor fails to pay the required sum within the aforesaid period of 30 days, the Engineer shall have the right to sell any or all of the contractor's unused materials, constructional plant, implements, temporary building at site etc. and adjust the proceed of sale thereof towards the dues recoverable from the contractor under the contract and if thereafter there remains any balance outstanding, it shall be recovered in accordance with the provisions of the contract.

In the event of above course being adopted by the Engineer, the contractor shall have no claim to compensation for any loss sustained by him by any reason of his having purchased or procured any materials or entered into any engagements or made any advance on any account or with a view to the execution of the work or the performance of the contract.

64. Foreclosure of contract due to Abandonment or Reduction in scope of Work

If at any time after acceptance of the tender, UPSTDC decide to abandon or reduce the scope of works for any reason whatsoever and hence not require the whole or any part of the works to be carried out,

the Engineer shall give notice in writing to that effect to the contractor and the contractor shall act accordingly in the matter. The contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works.

The contractor shall be paid at contract rates, full amount for work executed at site. Nothing extra shall be paid to contractor by the Engineer for any expenditure incurred on preliminary site work, e.g. temporary access roads, temporary labour huts, staff quarters and site office; storage accommodation and water storage tanks which could not be utilised on the work to the full extent in the view of foreclosure;

UPSTDC shall have the option to take over contractor's materials or any part of thereof brought to site. For materials taken over by UPSTDC, cost of such materials as detailed by Engineer shall be paid. The cost shall, however, take in to account purchase price, cost of transportation and deterioration or damage which may have been caused to materials whilst in the custody of the contractor.

Any new item (not covered under this tender document) introduced & sanctioned by Government as new or as replacement of existing item due to technical reason (or any other reason) may or may not be included in the scope of work of this tender/contract. UPSTDC reserves the full right, without being liable for any damages or obligation, to get it executed separately.

Contract Data to General Conditions of Contract

Except where otherwise indicated, the Employer prior to issuance of the bidding documents should fill in all Contract Data. Schedules and reports to be provided by the Employer should be annexed.

Clause Reference

Items marked "N/A" do not apply in this Contract.

1. The Employer is: [Cl.1.1]

   Designation: **MD, UPSTDC**

   Name of authorized Representative: **General Manager (Technical),UPSTDC**

   Telephone No.(s): (Office) ……

   Mobile No. .....

   Electronic mail Identification (E-mail ID): .....

2. The Engineer is

   Designation: **General Manager (Technical),UPSTDC**

   Address: Paryatan Bhawan, Lucknow [Cl.1.1]

   Telephone No.(s): (Office) ……

   Mobile No. ……

   Electronic mail Identification (E-mail ID): .....

3. The Intended Completion Date for the whole of the Works is **Six Months for works costing less than Rs 2 crore, Nine months for works costing between Rs 2 crore to Rs 5 crore and Eleven months for works costing between Rs 5 crore to Rs 10 crore** after start of work including rainy season. . [Cl.1.1, 17&27]

4. The Site is located : within Distt. …….. [Cl.1.1]

5. The Start Date shall be the date of issue of the Notice to proceed with the work [Cl.1.1]

8. Section completion is: NA [Cl 2.2]

9. The following documents also form part of the Contract: [Cl.2.3(11)]

   _____

10. (a) The law which applies to the Contract is the law of Union of India. [Cl.3.1]

    (b) The language of the Contract documents is English. [Cl.3.1]

11. The Schedule of Other Contractors is attached. [Cl. 8.1]

12 A. The Technical Personnel for construction work are:

[Cl. 9.1]

Technical Personnel	Number			Experience
	Upto Rs 2 crore contract value	Above Rs 2 crore up to Rs. 5 Crore Contract Value	Above Rs. 5 Crore Contract Value	
A. Project Manager (Degree Holder in Civil Engineering)	-	-	1	Minimum 5 years of Experience
B. Degree Holder in Civil Engineering	1	1	1	Minimum 2 years of Experience
C. Diploma holder in civil Engineering	1	1	2	Minimum 2 years of Experience
D. Diploma holder in Electrical Engineering	1	1	1	Minimum 2 years of Experience
E. Work Supervisor	1	2	4	Intermediate plus Minimum 5 years of Experience or B.Sc. plus 2 years of experience

For field testing laboratory

Technical Personnel	Number	
	Contract works up-to Rs. 5 Crores	Contract works above Rs. 5 Crores
Junior Engineer (civil) Or B.Sc. (P.C.M.) Having one year experience	1	2

13(a) Amount and deductible for insurance are: [Cl. 13.1]

Item		Amount to be insured	Deductibles
A.	Loss of or damage to the works, plants and materials	10 % of contract value	Deductibles for insurance shall be as per latest tariff of General

B.	Loss of or damage to equipments	2.5 % of contract value		Insurance Company of India plus 20% of premium amount for items A, B, C & D
C.	Loss of or damage to property (except the works, plant, Materials, and Equipment) in connection with the contract:	1 % of contract value		
D.	Personal injury or death	Up to contract value Rs. 2 Crores	Rs. 2 lacs per occurrence for maximum three occurrences	
		For contract value more than Rs. 2 Crores	Rs. 2 lacs per occurrence for maximum six occurrences	

13(b) Amount and deductible for insurance are: [Cl. 13.3 (a)

Item		Amount to be insured	Deductibles
A.	Personal injury or death	Rs. 2 Lacs for one occurrence per year	Deductibles shall be as per latest tariff of General Insurance Company of India plus 20% of the premium amount

14. Site investigation report [cl.14.1]

As available with Project Manager/General Manager

16. Competent authorities are: [Cl. 24.1]

a) Chief General Manager (Technical), UPSTDC upto Rs 3 lakh

b) Managing Director, UPSTDC more than Rs 3 lakh

17. (a) The period for submission of the programme for approval of Engineer shall be TEN days from the issue of Letter of Acceptance. [Cl.26.1]

(b) The updated programme shall be submitted at interval of 60 days. [Cl. 26.3]

(c) The amount to be withheld for late submission of an updated programme shall be Rs. 10,000=00 per day for contract value upto 2 Crore and Rs. 20,000=00 per day for contract value above Rs. 2 Crores. [Cl. 26.3]

18 The key equipment for field laboratory shall be :

S.No.	Name of Equipment	Quantity
1.	As per National Building Code	
2.	As per IS code 456:2000	

(Cl.31.la)

19. *No increase in rates of any items specified in Bill Of Quantities is allowed due to variation in quantities* [Cl 36.1]

20. The authorized person to make payments is *Managing Director, UPSTDC* [Cl.39.2]

21. (a) Milestones to be achieved during the contract period

Sr.No.	Financial Milestone	Time allowed (from date of start)
1.	1/8 of the tendered amount	1/4 of the contract period
2.	3/8 of the tendered amount	1/2 of the contract period
3.	3/4 of the tendered amount	3/4 of the contract period

(b) Amount of liquidated damages for delay in completion of works — For Whole of work 1 percent of the Initial Contract Price, rounded off to the nearest thousand, per week.

(c) Maximum limit of liquidated damages for delay in completion of work. — 10 per cent of the Initial Contract Price rounded off to the nearest thousand.

[Cl.44.1]

22 The standard form of Performance Security acceptable to the Employer Shall be an unconditional Bank Guarantee of the type as presented in the Bidding Documents. [Cl. 46.1]

23. (a) The Schedule of Operating and Maintenance Manuals N.A. [Cl.51.1]

(b) The date by which "as-built" drawings (in scale as directed) in 2 sets are required is within 28 days of issue of certificate of completion of whole or section of the work, as the case may be [Cl.51.1]

24. The amount to be withheld for failing to supply "as-built" drawings by the date required is Rs. One Lac. [Cl.51.2]

25 (a) The period for setting up a field laboratory with the prescribed equipment is 7 (Seven) days from the days from the date of notice to start work [Cl.52.2 (i)]

(b) The following events shall also be fundamental breach of contract: [Cl.52.2 (j.)]
"The Contractor has contravened Clause 7.1 and Clause 9 of Part I General Conditions of Contract.

26. The percentage to apply to the value of the work not completed representing the Employer's additional cost for completing the Works shall be 20 %. [Cl.53.1]

Appendix to Part I General Condition of Contract

SALIENT FEATURES OF SOME MAJOR LABOUR LAWS APPLICABLE TO ESTABLISHMENTS ENGAGED IN BUILDING AND OTHER CONSTRUCTION WORK.

a) Workmen Compensation Act 1923: - The Act provides for compensation in case of injury by accident arising out of and during the course of employment.

b) Payment of Gratuity Act 1972: - Gratuity is payable to an employee under the Act on satisfaction of certain conditions on separation if an employee has completed the prescribed minimum years (say, five years) of service or more or on death the rate of prescribed minimum days'(say, 15 days) wages for every completed year of service. The Act is applicable to all establishments employing the prescribed minimum number (say, 10) or more employees.

c) Employees P.F. and Miscellaneous Provision Act 1952: The Act Provides for monthly contributions by the Employer plus workers at the rate prescribed (say, 10% or 8.33%). The benefits payable under the Act are:

i. Pension or family pension on retirement or death as the case may be.
ii. Deposit linked insurance on the death in harness of the worker.
iii. Payment of P.F. accumulation on retirement/death etc.

d) Maternity Benefit Act 1951: - The Act provides for leave and some other benefits to women employees in case of confinement or miscarriage etc.

e) Contract Labour (Regulation & Abolition) Act 1970: - The Act provides for certain welfare measures to be provided by the Contractor to contract labour and in case the Contractor fails to provide, the same are required to be provided, by the Principal Employer by Law. The principal Employer is required to take Certificate of Registration and the Contractor is required to take license from the designated Officer. The Act is applicable to the establishments or Contractor of Principal Employer if they employ prescribed minimum (say 20) or more contract labour.

f) Minimum Wages Act 1948: - The Employer is to pay not less than the Minimum Wages fixed by appropriate Government as per provisions of the Act if the employment is a scheduled employment. Construction of buildings, roads, runways are scheduled employment.

g) Payment of Wages Act 1936: - It lays down as to by what date the wages are to be paid, when it will be paid and what deductions can be made from the wages of the workers.

h) Equal Remuneration Act 1979: - The Act provides for payment of equal wages for work of equal nature to male and female workers and for not making discrimination against female employees in the matters of transfers, training and promotions etc.

i) Payment of Bonus Act 1965: - The Act is applicable to all establishments employing prescribed minimum (say, 20) or more workmen. The Act provides for payments of annual bonus within the prescribed range of percentage of wages to employees drawing up to the prescribed amount of wages, calculated in the prescribed manner. The Act does not apply to certain establishments. The newly set-up establishments are exempted for five years in certain circumstances. States may have different number of employment size.

j) Industrial Disputes Act 1947: - The Act lays down the machinery and procedure for resolution of industrial disputes, in what situations a strike or lock-out becomes illegal and what are the requirements for laying off or retrenching the employees or closing down the establishment.

k) Industrial Employment (Standing Orders) Act 1946: - It is applicable to all establishments employing prescribed minimum (say, 100, or 50). The Act provides for laying down rules governing the conditions of employment by the Employer on matters provided in the Act and get these certified by the

designated Authority.

l) Trade Unions Act 1926: - The Act lays down the procedure for registration of trade unions of workmen and Employers. The Trade Unions registered under the Act have been given certain immunities from civil and criminal liabilities.

m) Child Labour (Prohibition & Regulation) Act 1986: - The Act prohibits employment of children below 14 years of age in certain occupations and processes and provides for regulations of employment of children in all other occupations and processes. Employment of child labour is prohibited in building and construction industry.

n) Inter-State Migrant Workmen's (Regulation of Employment & Conditions of Service) Act 1979: - The Act is applicable to an establishment which employs prescribed minimum (say, five) or more inter-state migrant workmen through an intermediary (who has recruited workmen in one state for employment in the establishment situated in another state). The Inter-State migrant workmen, in an establishment to which this Act becomes applicable, are required to be provided certain facilities such as Housing, Medical-Aid, Travelling expenses from home up to the establishment and back etc.

o) The Building and Other Construction workers (Regulation of Employment and Conditions of Service) Act 1996 and the Cess Act of 1996: - All the establishments who carry on any building or other construction work and employs the prescribed minimum (say, 10) or more workers are covered under this Act. All such establishments are required to pay cess at the rate not exceeding 2% of the cost of construction as may be modified by the Government. The Employer of the establishment is required to provide safety measures at the building or construction work and other welfare measures, such as canteens, first-aid facilities, ambulance, housing accommodations for workers near the work place etc. The Employer to whom the Act applies has to obtain a registration certificate from the Registering Officer appointed by the Government.

p) Factories Act 1948: - The Act lays down the procedure for approval of plans before setting up a factory, health and safety provisions, welfare provisions, working hours, annual earned leave and rendering information regarding accidents or dangerous occurrences to designated authorities. It is applicable to premises employing the prescribed minimum (say, 10) persons or more with aid of power or another prescribed minimum (say, 20) or more persons without the aid of power engaged in manufacturing process.

q) Arbitration and Conciliation Act, 1996: - The Act lays down the procedure for appointment of Arbitrator, Arbitration and conciliation, Jurisdiction of Arbitral Tribunals, Recourse against Arbitral award appeals

Section 4.

Conditions of Contract

Part – II Special Conditions of Contract

1. This special condition shall be read in conjunct in with the general conditions of the contract. Where the provision of these special conditions is at variance with the provisions of general condition of the contract, the provision of these special conditions shall take precedence.
2. Conditional, incomplete, unsigned tenders are liable to be rejected.
3. In case of firm tender must be signed by each partner or member or by the person holding the power of attorney on behalf of the partner / member of the firm in later case a copy of power of attorney attested by the Gazetted Officer must accompany with the tender.
4. The tenderers are advised to see the site of work and to be fully acquainted themselves about the condition with regard to the site, availability of materials, suitable location for installation of plant, construction of go downs store and labour huts, the extent of leads and lift involved in the work over the entire duration of contract including local condition, traffic restrictions observation and other conditions as requires for satisfactory execution of the work. He should take in to consideration of all above factors and contingencies in his rates. No claims whatsoever shall be entertained by the department on these accounts.
5. All the work shall be carried out as per latest specifications, latest circular, instructions issued from time to time by higher authorities or as per directions of the Engineer.
6. Income Tax & Labour cess shall be deducted and GST shall be paid as per prevailing rules.
7. Power shall be reserved with the department to accept the tender in part or full without assigning any reasons, for which no claim of contractor shall be entertained.
8. The land according to the requirement for execution of work will be arranged by the contractor himself for installation of any machinery or storage of material at his own cost i.e. no land will be provided by the department.
9. Contractor shall make arrangement for electricity / Generator etc. for the execution of work at his own cost. No claim whatsoever on this account shall be entertained.
10. The quantities are liable to wide variation on either side for which no claim of the contractor shall be entertained.
11. If the period of contract for any reason is extended, the contractor should extend the security duly pledged to the General Manager (Technical) to cover the extended period and if the contractor fails to do so such amount shall be recovered from the bill of the contractor it shall be deemed as breach to the contract.
12. The contractor shall be bound to pay wages to laborers which shall not be less than the wages approved under prevalent labour laws.
13. No equipment or personnel employed at site shall be removed from site without permission of the Engineer if any of employed is found unfit for the work in progress and that shall be removed from the site as per direction of the Engineer.
14. Contractor has to arrange all the materials and labour and cost of running and maintenance of machinery complete at his own cost. The rates shall be inclusive of the taxes, royalty, carriage, stacking, wastage Labour cess etc complete, nothing shall be paid extra over the tendered rates.
15. All the equipment shall be of proper efficiencies and shall be operated and maintained at all times in a manner acceptable to the Engineer.
16. For completing the work in time, the contractor might be required to work in two shifts as per direction of Engineer and no claims whatsoever shall be entertained this account. Notw ithstanding the fact the contractor shall have to pay the labour and other staff engaged directly of indirectly on the work according to the permission of the labour act regulation and agreement entered upon and /or extra amount for any other reasons. If works is done in night or the dark, sufficient lighting arrangement at site shall have to be arranged by the

contractor at his own cost for which no extra payment shall be made.

17. Rejected materials not in accordance to the specification shall have to be removed by the contractor at his own cost at the plant and site of work. If the contractor fails to comply the orders, the same shall be removed by the department at the cost of contractor.
18. The contractor shall be responsible for any damage to work of material due to rain natural calamities or by other reason whatsoever or theft, irrespective to the running payments made to him and no claim whatsoever shall be entertained.
19. The contractor shall be responsible for all damages or accidents caused due to negligence on his part.
20. The rate of all items will include royalties, labour cess, trade-tax and other levies, octroi, cartage, stacking etc. the and also all leads and lifts as necessary to accomplish the work as per specification. Contractor has to arrange all the materials and labour and cost of running and maintenance of machinery etc. complete at his own cost.
21. No claim for escalation due to increase in cost of materials labour, machinery or any other cause whatsoever shall be entertained either during tendering/execution stage or at a later date including extended period of time.Tenderers are advised to take into account fluctuation in market rates.
22. Stamp duty, security deposit / performance security shall have to be paid at the time of agreement by successful bidder in the shape of non-judicial stamp paper as per Act of Govt. of U.P. and its latest amendment latest rules
23. In case of any contradiction between various conditions stipulated in this document the decision of the Employer shall prevail.
24. **Compliance with local by laws:** The contractor shall throughout the continuance of the contract and the respect of all matters arising out of performance thereof, conform with all required regulation and by law of the local or other authorities, which may be applicable to the work. The work shall be carried out in the manner complying in all respects with the requirements of the relevant bylaws and regulations of the local body under the jurisdiction of which the work is to be executed or as directed by the Engineer and nothing extra shall be paid on this account.
25. **Clearance of site on completion:** The contractor shall at all times keep the premises free from accumulate waste materials derbies or rubbish caused by his employees on the works and on completion of the work, he shall clear away and remove from site all surplus materials, rubbish derbies and temporary work of any kind and fill up borrow pits dug by him. He shall leave whole of the site and work clean and in workmen like condition to the entire satisfaction of the Engineer-in-Charge.
26. **Technical Audit** : Technical audit under the authority of UP Govt. or any other agency deputed shall be done periodically. Any recovery pointed out by these agencies or by the department or by the higher authorities, for the defective work shall be binding upon contractor and recovery shall be made from any available amount of the contract with the department or from the performance security or as arrears of land revenue.
27. **Royalty:** The contractor has to pay the royalty for all the material at the latest rates prescribed rates by the govt. in future which fall into the category mining & minerals as per latest act & rules of UP Govt.
28. Job mix formula/mix design as per MORTH/PWD specification for different mixes shall be got done by the contractor in the laboratory/institution approved by Engineer at his own cost and shall be got approved by the competent authority before starting the work.
29. The contractor has to provide the level pillars temporary bench marks and all other such arrangement at his own cost as per direction of Engineer-In-Charge.
30. Working L-Section and X-Section shall be prepared and submitted by the contractor and shall be got approved by the competent authority before execution the work.
31. In case any accident occurred during the work, Contractor shall be fully responsible for that and if any injury and damages is caused claim/compensation for these causes shall be borne by the contractor.
32. Contractor shall submit the photograph of the existing, before, after and during construction and at the completion of the work and also as per requirement of site as directed by the Engineer.

33. The Contractor will have to provide working program (Bar Chart) before starting the work. The payment to the contractor will be done as per availability of the fund. No claim what so ever of any type shall be entertained on this account if payment is not made due to non availability of funds.
34. All the clauses of regulation notification and by laws of the state or central Government or local authority issue from time to time for protection of environment and forest department shall be binding on the contractor and any penalty or claim in this regard the same shall be the liability of the contractor and no claim in this account shall be entertained by the department.
35. Periodical quality control test shall also be carried out as per norms and direction of the Engineer in laboratory approved by the Engineer. The contractor shall make all arrangements for collection preparing and forwarding the required number of samples at his own cost. The testing charges shall be borne by the contractor. In case the contractor does not carry out the tests as stated above the tests shall be got done by the department at the cost of contractor which shall be recovered from contractor's bill.
36. Defect Liability period will be 1 (One) Year from date of completion and handing over of work.
37. The contractor shall be fully responsible for all precautions & safety measures at the site and during execution of work. The contractor will also bear fully liability for any claim etc. in case of any accident what so ever.
38. Contractor has to **engage specialized agencies** for specialized items of works as mentioned (such as **Pile work, Anti termite treatment, Aluminum works, Steel structure works, Metallic roofing and water proofing, electrical work, mural work, decorative work etc)**. Only those specialized agencies/firms who have satisfactorily executed similar works shall be eligible for the specialized works. Even if, such specialized items of work shall be executed by the specialized agencies, the work shall be deemed to be executed by the tenderer for all purposes and the responsibility of the quality of items of works executed shall continue to be that of the tenderer only.
39. 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.
40. Instruction issued regarding additional Security/performance guarantee vide G.O. no. 14/2024/692/23-07-2024 Dt. 09.08.2024 shall be binding to the contractor.
41. The contractor shall procure TMT bars of appropriate grade, as per design, from primary steel producers as approved by the Employer who are using iron ore as the basic raw material/input.
42. 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.
43. 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.
44. Reinforcement including authorized 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 centimeter. Wastage and unauthorized overlaps shall not be measured.
45. 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.
46. The contractor shall make his own arrangement for obtaining electric connection and make necessary payments directly to the department concerned.
47. 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.
48. 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.

49. It shall be ensured by the contractor that no electric live wire is left exposed or unattended to avoid any accidents in this regard
50. The structural and architectural drawings shall at all times be properly co-related before executing any work. However, in case of any discrepancy in the item given in the schedule of quantities appended with the tender and Architectural drawings relating to the relevant item, the former shall prevail unless otherwise given in writing by the Engineer.
51. 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.
52. The contractor shall be responsible for the watch and ward/guard of the buildings, safety of all fittings and fixtures including sanitary and water supply fittings and fixtures provided by him against pilferage and breakage during the period of installations and thereafter till the building is physically handed over to the department. No extra payment shall be made on this account.
53. 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.
54. The contractor shall take instructions from the Engineer for stacking of materials. No excavated earth or building materials etc. shall be stacked/collected in areas where other buildings, roads, services, compound walls etc. are to be constructed.
55. Any trenching and digging for laying sewer line/water lines/cable etc. shall be commenced by the contractor only when all men, machinery and materials have been arranged and closing of the trenches shall thereafter be ensured within least possible time.
56. The works shall be carried out in accordance with the Architectural drawings and structural drawings, to be issued from time to time by the Engineer. Before commencement of any item of work, the contractor shall correlate all the relevant architectural and structural drawings issued for the work and satisfy himself that the information available thereof is complete and unambiguous. The discrepancy, if any shall be brought to the notice of the Engineer before execution of the work. The contractor alone shall be responsible for any loss or damage executing by the commencement of work on the basis of any erroneous and or incomplete information.
57. All Architectural drawings given in the tender other than those indicated in nomenclature of items are only indicative of the nature of the work and materials/fixings involved unless and otherwise specifically mentioned. However, the work shall be executed in accordance with the drawings duly approved by the Engineer.
58. Other agencies may also simultaneously execute and install the works of electrification, air conditioning, lifts, fire-fighting etc. for this work and the contractor shall provide necessary facilities for the same. The contractor shall leave such recesses, holes openings etc. as may be required for the electric, air-conditioning and other related works (for which inserts, sleeves, brackets, conduits base pinion, clamps etc. shall be got arranged free of cost by the department unless otherwise specifically mentioned) and the contractor shall fix the same at time of casting of concrete, stone work & brick work, if required and nothing extra shall be payable on this account.
59. 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 are 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.
60. All essential environmental measures are to be taken to control pollution.
61. 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. If a particular brand of material is specified in the item of work in Schedule of Quantity, the same shall be used after getting the same approved from the Engineer. Wherever brand / quality of material are not specified in the item of work, the contractor

shall submit the samples as per suggested list of brand names given in the tender document / particular specifications for approval of Engineer. For all other items, materials and fittings of ISI Marked shall be used with the prior approval of Engineer. Wherever ISI Marked material / fittings are not available, the contractor shall submit samples of materials / fittings manufactured by firms of repute conforming to relevant specifications or IS codes and use the same only after getting the approval of Engineer. 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.

62. The contractor shall submit shop drawings of staging and shuttering arrangement, aluminum work, fabrication work, electrical work and other works as desired by Engineer for his/ Architect's/consultant's approval at least one month before execution. The contractor shall also submit bar bending schedule for approval of Engineer before execution.

63. All the registers for tests of material to be carried out at construction site or in outside laboratories shall be maintained in triplicate & out of which one copy will submitted to Assistant Projects Manager/ Project Manager for checking & records

64. The test registers to be maintained by contractor/Assistant Projects Manager/ Project Manager are:

- Materials at site account register.
- Cement register.
- Master test registers.
- Cube test register.
- Inspection's register.
- Drawing register.

All the entries in the register will be made by the designated engineering staff of the contractor and same should be regularly reviewed by JE/APM/PM.

65. Contractor shall be responsible for safe custody of all the test registers (two copies).

66. All samples of materials including cement concrete cubes shall be taken jointly with contractor by JE and out of this at least 50% samples shall be taken in presence of AE in charge. All the necessary assistance shall be provided by the contractor. Cost of Sampling & testing are to be borne by the contractor and he shall be responsible for safe custody of samples to be tested at site/ outside laboratory.

67. The contractor must set up and maintain a site laboratory within 15 days of being awarded the contract. The laboratory should have specified minimum equipment and qualified staff to operate them. No extra payment will be made for this. All the tests in field lab at construction site shall be carried out by the Engineering staff deployed by the contractor and shall be 100% witnessed by JE and 50% of tests shall be witnessed by AE–in-Charge. At least 10% of the tests are to be witnessed by the Unit Incharge. Minimum 10% of all samples should be tested in outside approved laboratory.

68. **Material** tests shall be conducted from IIT/NIT/Government Engineering College/Government Institutes or any other NABL approved labs at least once in three months. The contractor shall be responsible for providing all necessary material samples for these external tests, including transportation, free of charge. All expenditure for material testing shall be borne by the contractor.

69. If the contractor opts to use UPSTDC laboratories for material testing, testing charges will be recovered from the contractor based on the current material testing price list

70. The contractor shall ensure proper storage of approved materials brought to the site. No extra

payment will be made for this.

71. **The contractor shall place a private security agency** on the site of work 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-in-charge. Nothing extra shall be paid on this account.

72. The Contractor shall produce all original documents of custom and other clearances of all the materials imported (if any) up to the quality to be used for tendered work before use.

73. USTDC is responsible for organizing Third Party Audit/Inspection visits from agencies as approved by the Client/UPSTDC. The contractor shall provide all necessary assistance in such inspections

Section 5

Specifications

SPECIFICATIONS

A. 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 leveled.

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 Clause 1.1.

1.3 Existing structures and services such as old buildings, culverts, fencing, water supply pipe lines, 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 bench mark will be erected at a suitable point in the area, which is visible from the largest area. This bench mark shall be constructed connected with the standard bench mark 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 bench mark, setting out and making profiles and connecting bench mark with the standard bench mark at his own cost. The pegs, bamboos or 'Burjis' and the bench mark 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) 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 bench mark shall invariable be 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. 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. Anti-Termite Treatment:

4.1 The termites find access to the super-structure of the building either through the timber buried in the ground or by means of mud shelter tubes constructed over unprotected foundations. Anti-termite treatment can be either during the time of construction i.e. pre- constructional chemical treatment or after the building has been constructed i.e. treatment for existing building.

4.2 Prevention of the termite from reaching the super-structure of the building and its contents can be achieved by creating a chemical barrier between the ground, from where the termites come and other contents of the building which may form food for the termites. This is achieved by treating the soil beneath the building and around the foundation with a suitable insecticide.

4.3 ***Chemicals:*** Any one of the following chemicals in water emulsion to achieve the percentage concentration specified against each chemical shall be used:

(i) Chlorphriphos emulsifiable concentrate of 20%

(ii) Lindane emulsifiable concentrate of 20%

Anti-termite treatment chemical is available in concentrated form in the market and concentration is indicated on the sealed containers. To achieve the specified percentage of concentration, Chemical should be diluted with water in required quantity before it is used. Graduated containers shall be used for dilution of chemical with water in the required proportion to achieve the desired percentage of concentration.

5. RCC Work

The work shall be done as per PWD/CPWD specifications.

5.1 If the quantity of cement actually used in the work is found to be more than the theoretical quantity of cement including authorized variation, nothing extra shall be payable to the contractor on this account. In the event of it being discovered that after the completion of the work, the quantity of cement used is less than the quantity ascertained as herein before provided (allowing variation on the minus side as stipulated) the cost of quantity of cement so less used shall be recovered from the contractor at the rate as specified. Decision of the Engineer in regard to the quantity of cement which should have been actually used as per the schedule and recovery at the rate specified shall be final and binding on the contractor.

5.2 For non-scheduled items, the decision of the Project Manager/General Manager regarding theoretical quantity of the cement which should have been actually used shall be final and binding on the

contractor.

5.3 Cement brought to site and cement remaining unused after completion of work shall not be removed from site without written permission of the Engineer.

5.4 In case the contractor brings surplus quantity of cement the same after completion of the work will be removed from the site by the contractor at his own cost after approval of the Engineer.

6. Pre-Cast RCC Work

6.1 Pre-cast reinforced concrete units shall be of grade or mix as specified. Provision shall be made in the mould to accommodate fixing devices such as hooks, flats etc. And forming of notches and holes. Each unit shall be cast in one operation. A sample of the unit shall be got approved from the Engineer- before taking up the work.

6.2 Pre-cast units shall be clearly marked to indicate the top of member and its locations.

6.3 Pre-cast units shall be stored, transported and placed in position in such a manner that these are not damaged.

7. 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.

7.1 Coarse aggregate: As per UPPWD/CPWD Specifications.

7.2 Fine Aggregate: As per UPPWD/CPWD Specifications.

7.3 Water: It shall conform to requirements laid down in IS:456: 2000 and UPPWD/CPWD specifications.

7.4 Cement: Cement arranged by the contractor will be PPC (in bags) conforming to IS: 1489-Part-l. 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.

7.5 Slump: Design slump should be clearly specified in the mix design.

7.6 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.

7.7 Grade of Concrete: The compressive strength of various grades of concrete shall to be given as below:

	Grade designation	Compressive strength on 15 cm cubes min. 7 days (N/mm2)	Specified characteristic compressive strength at 28 days (N/mrn2)	Minimum cement quantity (Kg. per cum. Mtr.)	Maximum water cement ratio
I	M20	Nominal Mix	20	As per table 5, clause 6.1.2,8.2.4.1 & 9.1.2 page 20 of IS 456-2000	0.50
II	M25	As per design	25		0.50
III	M30	As per design	30		0.45
IV	M35	As per design	35		0.45
V	M40	As per design	40		0.40

Note

(i) 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/mrn2

(ii) 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.

7.8 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:

7.8.1 NIT/IIT, HBTI Kanpur, M.M.M. Gorakhpur.

7.8.2 Other Approved Labs/Govt. Engineering Institutions as directed by the Engineer.

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.

7.9 The contractor shall submit the mix design report from any of above approved laboratory for approval of the Engineer 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.

7.10 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.

8. Approval Of Design Mix:

The mix design for a specified grade of concrete shall be done for a target mean compressive strength Tck=Fck+ 1.65 s.

Where Fck= Characteristic compressive strength of 28 days

s = Standard deviation which depends on degree of quality control

The degree of quality control for this work is 'good" for which the standard deviation (s) obtained for different grades of concrete shall be as bellow:

Grade of Concrete	For "Good" quality of control
M25	4.00
M30	5.00
M35	5.00
M40	5.00

Of the six specimen of each set three shall be tested at seven days and remaining three at 28 days. The preliminary tests at seven days are intended only to indicate the strength to be attained at 28 days

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

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

8.3 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.

9. Work Strength Test:

9.1 **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.

9.2 **Test Results Of Samples:**

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/other approved laboratories. 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.

9.3 **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
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.

9.4 *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 (Fck - 4) N/mm2

b) The mean of test result from any group of four consecutive samples is more than (Fck+4) N/mm2.

(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.

9.5 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.

9.6 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.

9.7 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.

10. **Sanitary Installations, Water Supply And Drainage:**

10.1 The work of water supply and sanitary installations shall be got executed by the contractor in accordance with design & drawings provided by Consultant through Engineer. The entire responsibility for the quality of work will however rest with the building contractor only.

10.2 The work of water supply, internal sanitary installations and drainage etc. shall be carried out as per the bylaws of the Municipal Corporation or any other local body.

10.3 The contractor shall engage licensed plumbers for the work. Nothing extra shall be paid/reimbursed for the same.

10.4 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.

10.5 The work in general shall be carried out as per PWD/ CPWD specifications. Rate includes all materials, labour and all the operations mentioned in the respective items unless and otherwise specifically mentioned.

10.6 The contractor shall be responsible for all the protection of sanitary, water supply fittings and fixtures against pilferage and breakage during the period of installation until the completion *I* handing over of the work.

10.7 The contractor shall submit completion plans for water supply internal sanitary installations and building drainage work within thirty days of the date of completion. These plans are to be submitted on drawings prepared preferably through computers (1 original copy+ 3 photocopies) on suitable scales to show the general arrangement and desired details.

11. **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 shall be given by the contactor, 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.

12. **uPVC Window Works:**

The contractor shall associate himself with the specialized firm, for uPVC Window Work for all the windows. Guarantee in the prescribed Proforma shall be given by the contactor, 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.

13. **Sewerage Treatment Plant (if Proposed):**

The contractor shall associate himself with the specialized firm, for installation and commissioning of Sewerage Treatment Plant. Guarantee in the prescribed Proforma shall be given by the contactor, 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.

14. **Anti-termite Treatment Works:**

The contractor shall associate himself with the specialized firm, for anti-termite treatment of the building. Guarantee in the prescribed Proforma shall be given by the contactor, 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.

15. **Additional Specifications For Internal Electrical Works:**

15.1 The work stall be carried out strict compliance to UPPWD Specifications or CPWD Specifications in that order and in accordance with Indian Electricity Rules, 1956, Indian Electricity Act, 2003 as amended up to date and as per instructions of the Engineer including as below and nothing will be paid extra.

15.2 All material shall be got approved from Engineer before use. All damages done to the building during execution of Electrical work shall be the responsibility of the contractor and the same will be made good immediately at his own cost to the satisfaction of the Engineer. Any expenditure incurred by the department in this condition shall be recovered from the contractor and decision of the Engineer about recovery shall be final.

15.3 All hardware items such as screws, thimbles, G.I. wires etc. which are essentially required for completing an item as per specifications will be deemed to be included in the item even when the same have not been specifically mentioned. All hardware materials such as nuts/bolls/screws/washers etc. to be used in the work shall be zinc/cadmium plated iron.

15.4 CONDUIT LAYOUT shall be prepared by contractor and got approved before execution of work. In case contractor does not do so before start of work, recovery @ 2(two)% of tendered amount of IE Works shall be made from the bill. Minimum No. of Junctions to be kept, & if required junctions to be kept underneath the fitting locations in corridor/ rooms so that junctions are not visible after fittings are fixed/ in position. Drop of conduit shall be well planned w.r.t. location of fitting/ D.B. and crisscrossing to be avoided. All chases in walls shall be cut using electrical chisels/ cutters. For this purpose electricity shall be arranged by contractor. In case contractor fails to do chase cutting by electrical chisels/cutters and resorts to manual methods, a recovery of Rs. 50/- per point shall be made from contractor's bill.

Whenever point wiring items is executed in casing system PVC box of make approved by Employer shall be provided in place of MS box. In case cable in the lift shaft is also to be fixed contractor shall have to liaison with CIVIL/Lift agency to make use of the scaffolding provided by them.

15.5 Any conduit which is not to be wired by the contractor shall be provided with GI fish wire for wiring by some other agency subsequently. Nothing extra shall be paid for the same.

15.6 Copper wire up to 4 sqmm may be single stranded or multi stranded whereas wires 4 sq.mm, shall be multi-stranded conductor. Termination of multi- stranded conductors shall be done using crimping type thimbles at both the ends. Nothing extra shall be paid for the same.

15.7 All metal boxes to be applied primer and painted, then only should be installed else recovery @ Rs. 20/- per point should be made from contractor's bill. Boxes shall rave socket arrangement for tightening screws, instead of simple holes in

M.S. sheet. Boxes shall be again painted at the time of wiring.

15.8 For Sub main Wiring, Colour Code for different phases and Neutral (R.Y.B. black) to be maintained. While circuit wiring, wiring for fan point, wiring for light point shall be done with different colours for easy identification. Wiring for neutral shall be done with back colour and all connections to fans & fittings wherever visible shall be made with white PVC insulated copper wire or wherever cover sleeve may be provided. At Switch board, Switch shall be fixed in a logical manner w.r.t. fitting layout.

15.9 Unless specifically approved by Engineer loose wire box, above DB shall not be provide however DB's shall rave loose wire box of same make.

15.10 All connections to MC B's shall be made using thimble/lugs.

15.11 All DB's i/c incoming &outgoing MCB's shall be suitably numbered with PAINT for location/circuits. DB shall be fixed in recess suitably (30 mm. approx. projected from unplastered wall) to ease opening of door. Top of DB to match with door frame height as per site conditions.

15.12 Phenolic laminated sheet shall be of Egg white colour, and shall be filed/rounded at edges and of minimum 3mm thick.

15.13 All fittings and fans should be property earthed through the protective conductor.

15.14 Provision of earth bars in main boards, earth terminal block in DB's &earth studs in all metal boxes shall be made, connection to this stud shall be crimped.

15.15 A camp type termination should be made in the termination of earth strips (where provided) to pipe electrodes to provide surface type contact.

15.16 The earthing shall be carried out in the presence of the Engineer or his authorized representative

15.17 The size at switch box for providing Modular Plate type Switch/Sockets shall be properly settled to take care of all necessary switches/screws/fan regulators. Blanking plate if required shall also be provided at no extra cost.

15.18 For point wiring in steel conduit all piano type switch or all modular type switches/sockets/telephone/outlets/T.V. outlets shall be of make approved by C&DS.

15.19 Whenever supply items like fans & fitting etc. are also included in the Schedule of work, such items shall be executed only after completion of at least 75% of the wiring items.

15.20 The contractor shall make his own arrangement at his own cost for electrical/general tools and plants required for the work.

15.21 The work shall be carried out according to approved drawing/details which shall be subsequently issued to the successful tenderer for execution of work and as per instructions of the Engineer who will have the right to change the layout as per requirement at site and the contractor shall not have any claim due to change in layout.

15.22 The work shall be carried out in engineering like manner. The bad workmanship will not be accepted and defects shall be rectified at contractor's cost of the satisfaction of the Engineer The programme of electrical works are to be co-ordinated in accordance with the building work and no claim for idle labour will stipulated in the tender, electrical work, shall have to be completed along with completion of civil work.

15.23 All the debris of the electrical works should be removed and the site should be cleared by the contractor immediately after the accruing of debris. Similarly and rejected material should be immediately cleared off from the site by the contractor.

15.24 Watch and ward of the material/equipment shall be the responsibility of the contractor till handing over of installation to the department.

15.25 The contractor or his representative is bound to sign the site order book as and when required by the Engineer and to comply with the remarks therein.

15.26 The entire installation shall be at the risk and responsibility of the contractor until these are tested and handed over to the department.

15.26.1 Some of the items of work, if already executed; on that case the successful tenderer shall have to use these items for completing the work. For wiring, the existing conduit whereverrequired shall be used by the contractor. The recovery will be made for these items as accepted rate of similar items.

15.27 **Test Certificate**:- Test certificate for the work carried out shall also be submitted falling which recovery @1% tendered amount & maximum of Rs. 15000/- shall be made from final bill.

15.28 **Panels:-** Drawing of panel shall be submitted for approval within 30 days from award of work and fabrication to be taken up only after approval of such drawing. Before painting proper surface treatment shall be done and then powder coated. These shall be offered for inspection during fabrication.

15.29 Quantities indicated in Schedule of work are only tentative, contractor shall consult Engineer before procurement. Payment shall be made only for the quantities actually executed and measured.

15.30 Contractor has to plan his activities, so that electrical work is to be carried out in close co- ordination with CIVIL work and in no case CIVIL work be delayed because of delay in electrical work and the work has to be completed accordingly.

15.31 The makes for items shall be as per lists attached.

15.32 Material to be used in the work shall be ISI marked as applicable. The material in required quantity to be used in the work shall be got approved from the Engineer before its use at site. The Engineer shall reserve the right to instruct the contractor to remove the material which in his opinion, is not as per specifications.

15.33 Contractor shall preserve copies of invoices, test certificates, gate passes etc. to prove the genuineness of material /purchases. The responsibility of procurement, genuine material of specialized works shall rest with the contractor.

16. Additional Specifications for Cement & Reinforcement/Structural Steel

16.1 The contractor shall procure 43 grade Ordinary Portland Cement (OPC) conforming to IS:8112/Portland Pozzolana Cement (PPC) conforming to IS: 1489 (Part-I) as required in the work, from reputed manufacturers of cement as mentioned in the list of approved make of materials.

16.2 The tenderers may also submit a list of names of cement manufacturers which they propose to use in the work. The tender accepting authority reserves right to accept or reject name(s) of cement manufacturer(s) which the tenderer proposes to use in the work. No change in the tendered rates will be accepted if the tender accepting authority does not accept the list of cement manufacturers, given by the tenderer, fully or partially.

16.3 Supply of cement shall be made in 50 kg. bags bearing manufacturer's name and ISI marking. Samples of cement arranged by the contractor shall be taken by the Engineer and got tested in accordance with provisions of the relevant BIS codes. In case the test results indicate that the cement arranged by the contractor does not conform to the relevant BIS code the same shall stand rejected and shall be removed from the site by the contractor at his own cost within three days time of written order from the Engineer to do so.

16.4 The cement shall be brought at site in as & when requred or as decided by the Engineer.

16.5 Cement bags shall be stored in separate godowns to be constructed by the contractor at his own cost with weather proof roofs and walls. Each godown shall be provided with a single shutter door with two locks. The key of one lock shall remain with Engineer or his authorized representative and that of the other lock with the authorized agent of the contractor at the site of work so that the cement is issued from the godown according to the daily requirements with the knowledge of both parties and proper account for the

same is maintained in the standard proforma.

16.6 Double lock provision shall be made to the door of the cement godown. The keys of one lock shall remain with the Engineer or his authorized representative and the key of the other lock shall remain with the contractor. The contractor shall be responsible for the watch and ward and safety of the cement godown. The contractor shall facilitate the inspection of the cement godown by the Engineer at any time.

16.7 The cement shall be got tested by the Engineer and shall be used on the work only after satisfactory test results have been received. The contractor shall supply free of charge the cement required for testing including its transportation cost to test laboratories. The cost of tests shall be borne by the contractor

16.8 The actual issue and consumption of cement on work shall be regulated and proper accounts maintained. The theoretical consumption of cement shall be worked out as per procedure prescribed in and shall be governed by conditions laid therein. In case the cement consumption is less than theoretical consumption including permissible variation, recovery at the rate show prescribed shall be made. In case of excess consumption, no adjustment needs to make.

16.9 The cement brought to site and the cement remaining unused after completion of the work shall not be removed from site without the written permission of the Engineer.

16.10 The damaged cement shall be removed from the site immediately by the contractor on receipt of a notice in writing from the Engineer. If he does not do shows within three days of receipt of such notice, the Engineer shall get it removed at the cost of the contractor.

16.11 The contractor may use OPC in place of PPC after written permission of Engineer. In such case, no extra payment shall be made in any form to the contractor by the Department.

16.12 Only ISI marked TMT bars of various grades shall be procured from the Steel manufacturer as per the list of approved make.

16.13 TMT bars shall meet the provisions/ specifications of IS 1786: 2008 pertaining to **Fe D 500** grade of steel. Billets produced must be ISI marked (IS2830:2012)

16.14 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.

16.15 Samples shall also be taken and got tested by the Engineer-in-charge as per the provisions in this regard in the relevant BIS codes. In case the test results indicate that the steel arranged by the contractor does not conform to the specifications as defined, the same shall stand rejected and it shall be removed from the site of work by the contractor at his cost within a week time of written orders from the Engineer to do so.

16.16 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.

16.17 For checking nominal mass, tensile strength, bend test, re-bend test etc. specimens of sufficient length shall be cut from each size of the bar at random at frequency not less than that specified below:

Size of bar	**For consignment below 100 tonnes**	**For consignment over 100 tonnes**
Under 10 mm dia bars	One sample for each 20 tonnes or part thereof	One sample for each 40 tonnes or part thereof

10 mm to 16 mm dia bars	One sample for each 20 tonnes or part thereof	One sample for each 40 tonnes or part thereof
Over 16 mm dia bars	One sample for each 20 tonnes or part thereof	One sample for each 40 tonnes or part thereof

16.18 The contractor shall supply free of charge the steel required for testing including its transportation to testing laboratories. The cost of tests shall be borne by the contractor.

16.19 The actual issue and consumption of steel on work shall be regulated and proper accounts maintained. The theoretical consumption of steel shall be worked out as per procedure prescribed and shall be governed by the conditions laid therein. In case the consumption is less than theoretical consumption including permissible variations recovery at the rate so prescribed shall be made. In case of excess consumption, no adjustment needs to be made.

16.20 Steel bars / Tubular sections brought by the contractor for use in the work shall be got checked from the Engineer or his authorized representative of the work on receipt of the same at site before use.

16.21 In case the contractor brings surplus quantity of steel the same after completion of the work will be removed from the site by the contractor at his own cost after approval of the Engineer.

16.22 Reinforcement including authorized 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 centimeter. Wastage and un-authorized overlaps shall not be measured.

16.23 The standard sectional weights referred to as in Table 1 under clause6.2 at page 5 in BIS1786-2008will be considered for conversion of length of various sizes of MS bars, T or steel bars and TMT bars into standard weight. The standard weights of tubes (hollow sections) referred to IS 4923 will be considered for conversion of length of various sections and sizes of pipes etc.

16.24 Records of actual sectional weight shall also be kept dia-wise & lot-wise. The average sectional weight for each diameter shall be arrived at from samples from each lot of steel received at site. The decision of the Engineer shall be final for the procedure to be followed for determining the average sectional weight of each lot. Quantity of each diameter of steel received at site of work each day will constitute one single lot for the purpose. The weight of steel by conversion of length of various sizes of bars/tubular sections based on the actual weighted average sectional weight shall be termed as derived actual weight.

16.25 If the derived weight is lesser than the standard weight, the derived actual weight shall be taken for payment.If the derived actual weight is found more than the standard weight then the standard shall be taken for payment. In such case nothing extra shall be paid for the difference between the derived actual weight and the standard weight.

16.26 Mixing of different type of steel/different grades of steel shall not be allowed in the same structural members as main reinforcement to satisfy clause 26.1 of IS:456.

16.27 Tolerances on Nominal Mass (individual sample) shall be Table 2 under clause 6.2 & 7.2.2 at page 5 in BIS 1786-2008

17. Additional Conditions for Stone Works

17.1 Stone Supply: Each type of stone required shall be obtained from quarries having adequate capacity and facilities to provide the specified quantity and quality of material. Evidence to this effect shall be provided by the contractor after completing due diligence

17.2 Processing, fabrication and installation shall be done by a specialized sub-contractor with adequate experience and equipped to process the material promptly in accordance with specifications.

17.3 All stones shall be of standard architectural grade, free of defects which may impair its structural integrity or function. Colour or other visual characteristics indigenous to the material and adequately demonstrated in the sampling will be accepted provided they do not compromise the structural or durability capabilities of the material. Texture and finish shall be within the range os samples approved.

17.4 **Single source responsibility for stone:** Each stone shall be obtained from a single source with resources to provide materials of consistent quality in appearance and physical properties

17.5 **Samples:** Sufficient samples shall be provided to the Architect and Engineer through the General Contractor. Approved sample set shall establish the standard by which the stonework will be judged. The contractor shall provide the following information for each different stone of finish required:

- Stone variety
- Location
- Nominal thickness in mm
- Finish
- Mortar samples; full range of exposed color and texture
- Sealant samples: for each type and colour of joint sealant required
- Material Test report: From a qualified independent testing agency indicating adherence to the physical properties below and any specific report asked for by the Architect/Engineer

17.6 **Marble**

17.6.1 Marble dimension stone and slabs shall conform to the physical requirements indicated in the following table:

Physical Property	Test requirements	Marble Group	ASTM Test Method
Absorption by weight max %	0.20		C-97
Density, min, kg/m^3	2595 2800 2690 2305	Calcite Dolomite Serpentine,Onyx Travertine	C-97
Compressive	7500(52)		C-170

strength, min, psi (MPa)			
Modulus of rupture, min, psi (MPa)	1000(7)		C-99
Abrasion resistance, min, hardness	10		C-241
Flexural strength, min, psi (MPa)	1000(7)		C-880

17.6.2 Finishes

- Polished
- Honed

17.7 Sandstone

17.7.1 Sandstone dimension stone and slabs shall conform to the physical requirements indicated in the following table:

Property	Test requirements	Classifications	ASTM Test Method
Absorption by weight max %	8 3 1	I Sandstone II Quartzitic Sandstone III Quartzite	C-97
Density, min, kg/m^3	2003 2400 2560	I Sandstone II Quartzitic Sandstone III Quartzite	C-97
Compressive strength, min, psi (MPa)	4000 (27.6) 10000(68.9) 20000(137.9)	I Sandstone II Quartzitic Sandstone III Quartzite	C-170
Modulus of rupture, min, psi (MPa)	350(2.4) 1000(6.9) 2000(13.9)	I Sandstone II Quartzitic Sandstone III Quartzite	C-99

Abrasion resistance, min, hardness	2 8 8	I Sandstone II Quartzitic Sandstone III Quartzite	C-241

17.7.2 Finishes

- /Gangsaw cut
- Sandblasted
- Shotblasted

17.8 Usage of stone in Construction

17.8.1 **Plinth:** RCC nibs at ground level to support fabricated stone components of stone plinth including molded and carved stone with specified dimensions, depth of molding, string courses, ornamentation, depth of carving, sculpture, etc., affixed to the RCC structure with required clamps and fasteners.

17.8.2 **Columns** carved out of solid stone with core cuts of required diameter to cast RCC columns while maintaining a minimum wall thickness of 75mm in stone. With specified dimensions, depth of molding, string courses, ornamentation, depth of carving, sculpture, etc., affixed to the RCC structure with required clamps and fasteners.

17.8.3 **Stone Ceilings Slabs and Beams:** All slabs to be in Composite RCC and Stone construction with RCC beams and slabs with carved and molded stone lintels/stone ceiling slab panels affixed to RCC using SS rods, specialized fasteners etc. Stone elements shall be as per specified dimensions, depth of molding, ornamentation, depth of carving, sculpture, etc., affixed to the RCC structure with required clamps and fasteners.

17.8.4 **Wall panels** shall be as follows: solid stone panels, cladding, jaalis, stone frames, architectural features as specified in schedule of finishes all complete with required RCC nibs/projections, Stainless Steel fasteners and specialized clamps/brackets/pins. With specified dimensions, depth of molding, string courses, ornamentation, depth of carving, sculpture, etc., affixed to the RCC structure with required clamps and fasteners.

17.8.5 **Brackets:** Solid stone brackets as per design clamped/embedded in RCC elements. With specified dimensions, depth of molding, string courses, ornamentation, depth of carving, sculpture, etc., affixed to the RCC structure with required clamps and fasteners.

17.8.6 **Sunshade/chajjas:** as per design, resting on RCC nibs/beams and anchored with fasteners. With specified dimensions, depth of molding, string courses, ornamentation, depth of carving, sculpture, etc

17.8.7 **Specialized architecture elements** as per design, with required RCC nibs/projections, Stainless Steel fasteners and clamps/brackets/pins of required grade as per Note to be provided. With specified dimensions, depth of molding, string courses, ornamentation, depth of carving, sculpture.

17.8.8 Parapets: Solid stone components shall be affixed to RCC parapet wall with Stainless Steel fasteners and specialized clamps/brackets/pins of required grade as per Note. With specified dimensions, depth of molding, string courses, ornamentation, depth of carving, sculpture.

17.8.9 Walls in Composite RCC and Stone construction: The outside face shall consist of carved solid sandstone components, Brick infill or RCC sheer wall with required nibs, projection, cutouts, etc. shall form the core; The inside face shall be finished as per drawing. With specified dimensions, depth of molding, string courses, ornamentation, depth of carving, sculpture, etc., affixed to the RCC structure with required clamps and fasteners.

Note: SS-304 fasteners, clamps, specialized clamps/brackets/pins, etc. shall be used.

17.9 **Shop Drawings:** The contractor shall submit copies of required shop drawings to the engineer for approval. These drawings shall show all bedding, bonding, jointing and anchoring details, and the dimensions of each piece of stone. No final sizing or finishing shall be done until the shop drawings for that part of the work have been approved.

17.10 **Fabrication of Solid Stone components**

17.10.1 The stones should be laid so that the pressure is always perpendicular to the bed.

17.10.2 Ensure stone surfaces are wetted before any RCC, mortar/grout is poured.

17.10.3 Mouldings, washes and drips shall be constant in profile throughout their length, in strict conformity with details shown on approved shop drawings

17.10.4 Dress joints straight and at 90-degree angle to face. Vertical joints shall be staggered as far as possible.

17.10.5 Anchor Provision: Cut and drill sink provisions and holes in stone for anchors, fasteners, supports and lifting devices as indicated or needed to set the stone in place.

17.10.6 Cavities shall be provided as per anchor design

17.11 **Packing, Loading and Handling:** Finished stones shall be carefully packed and loaded for shipment, using all required precautions against damage in transit. Only wooden or padded edges and carved elements shall be used for blocking or packing. No material which may cause staining or discoloration shall be used.Lift with wide-belt type slings where possible; do not use wire rope or ropes containing tar or other substances which might cause staining.

17.12 **Site storage:** Upon receipt at the building site or storage yard, extreme care shall be taken to prevent staining during storage.Salt/Acids shall not be used for any purpose involving contact with the stone.

17.13 **Stone Installation**

Prequalified Subcontractor shall execute all stonework's, the stonework includes, but is not limited to, the following:

- All preparation for stonework, including but not limited to, submittals, site erection, and sample installation of various elements as directed by the Architect. Anchors, supports, inserts and fasteners for the above, fabrication and installation of same including sealants and joint fillers in conjunction

with the above.

- Proceed with the installation of the stonework in accordance with Drawings and using skilled masons capable of proper handling of the setting of the stone and able to field cut where necessary with sharp and true edges

17.14 Cleaning

Stone shall be shop-cleaned at the time of final fabrication. After installation and pointing or caulking are completed, the contractor shall carefully clean the stone, removing all dirt, excess mortar, weld splatter, stains, and/or other site incident defacements.

Stainless steel wire brushes or wool may be used, but the use of other wire brushes or of acid or other solutions which may cause discoloration is expressly prohibited.

17.15 Protection

After the stonework is installed, the stone shall be properly and adequately protected from damage. Boxing or other suitable protection shall be provided wherever required, but no lumber which may stain or deface the stone shall be used. All nails shall be non-corrosive.

17.16 Protective Coatings for Stone

- protective coat to be applied to all exposed faces of the installed fabricated solid stone components and cladding (after final finishing, grinding and repairs), subsequent to thorough deep cleaning of finished stone surface by wet scrubbing using soft medium bristle brush heads.

- Ready to use products which shall not be diluted at site shall be utilised.

17.17 Manufacturer's Warranty

Selected Manufacturer (after successful completion of testing) shall provide a warranty against defects in the Material Performance for a period of 5 years.

17.18 Applicator's Warranty

Applicator shall warrant their installation work, ensuring the coating is applied correctly according to specifications. The applicator's warranty shall be for 5 years from the date of completion of application as certified.

17.19 Stone repairs

In the stone industry it is understood that in the process of fabricating, shipping, and erection stone panel damage and/or breakage may occur. It is an accepted practice to repair damaged stone within certain limitations.

In addition, cracks and/or breakage sometimes develop - or may be discovered - after the stone has been installed. It is the accepted practice to repair such stones under the supervision of an experienced and responsible stone expert. Such repair work should be done by qualified masons instructed in the proper procedure, usage of specified materials, and recommended methods.

17.20 What cannot be repaired

Any stone that has a crack, chips or break that compromises or in any way affects the structural integrity or the structural anchorage of the unit to the backup is NOT to be repaired - but is to be replaced.

17.21 What can be repaired

Damaged stone that is determined to be repairable by an expert may be repaired by one of the following methods:

Patching: For breaks less than 3/4" in depth.

Filling & Patching: For breaks larger than 3/4" in depth.

Bonding: Adhesion of stone to stone.

17.22 EXTRA MATERIAL: Provide replacement stock equal to the following for each type, color, pattern, and size (or fraction thereof) of stone provided for the project. Supply in manufacturer's unopened containers, identified with name, brand type, grade, class and all other qualifying information, to site location where directed by Engineer.

17.23 THE THIRD PARTY QUALITY AUDIT (TPQA): The Third Party Quality Audit (TPQA) shall be conducted by the Government Engineering Institute/other agency as designated by from time to time. The expenditure towards the Third Party Quality Audit (TPQA) shall be borne by the UPSTDC .

17.24 RA**TES OF RECOVERY FROM THE CONTRACTOR ON THE RECOMMENDATION OF TECHNICAL AUDIT CELL:** The recoveries either proposed by TPQA as mentioned above or else as recommended by Technical Audit Cell if any, shall be charged at the rates as prevalent

List of Preferred Makes

1. The Contractor shall obtain prior approval from the Engineer before placing order for any specific material or engaging any of the specialized agencies. The Contractor shall make a detailed submission with catalogues and proposed specifications, as well as full details of the works executed by the specialized agency, as specified.
2. Unless otherwise specified, the brands/makes of the material as specified in the item nomenclature, in the list of approved materials attached in the tender and in the particular specifications shall be used in the work.
3. The contractor would submit original bills and manufacturer's test certificate for all lots of material procured for the work, payments would be released only for the items for which original bills & manufacturer's test report for the material consumed has been submitted to Engineer-in-Charge. Department shall also get random testing of material from testing Laboratory of its choice.

LIST OF PREFERRED MAKES FOR CIVIL WORKS

Annexure-3

S.No	Material description	Approved Manufacturer/Brand Name
1a	TMT bars-Fo 415d	SAIL, Tata Steel Ltd, RINL Jindal Steel & Power Ltd and Jindal Saw Lidor
1b	MS Hollow Tubelor/Box sections	SAIL, Tata, Jindal, Essar Steel
2.	Cement (PPC)	A.C.C., Ultratech, Prism, Birla, Ambuja, Jaypee Cement
3.	Ceramic/glazed Tiles	Kajaria, Johnson, Somany, NITCO, AGL of approved design, colour and shade
4.	White Cement	Birla White, J.K. White or equitvalent
5.	Primers, paints (Low VOC) (vo water proofing cement paints) etc.	Nerolac, Asian, Burger
5.	Putty	Birla, J.K. Putty
7.	Wash Basin and WC PAN	Parryware, Hindware, Jaguar, Cera, Johnson pedder
8.	Clear glass	Modi Guard, Saint Gobain, AIS
9.	G.I. Pipes and accessories	Tata, Jindal, Surya, GI pipe Fittings
10.	Centrifugally Cast Iron Spun Pipes & fittings	NECO (red) or equivalent ISI marked product, firm having valid BIS license.
11.	DI Pipes & fittings	Kesoram, Electro steel
12.	Brass/CP Brass fittings	Jaquar, ARK, Kohler
13.	Aluminium section (Anodisign by approved anodizing firm)	Hindalco, Jindal, Indian Aluminium Co.
14.	Water proofing compound	Weber, Fosroc, Pidilite, Cico & Penetron
15.	Stainless Steel sink	Neelkanth, Nirali
16.	Particle board Vc laminated	Euro, Nova pan, Eco Merino
17.	PVC tanks	Sintex or As approved by Engineer-in Charge.
18.	Mirrors	Saint Gobain & Modi Guard, HNG
19.	CP waste & flush pipes	As approved by Engineer-in-Charge
20.	PVC flushing cistern	Parryware, Hindware, Jaquar, Cera
21.	Tile Fixer/Adhesive	Bal Endura, Keracol or equivalent
22.	Vitreous Floor Tiles	Johnson, Kajaria, Asian, Somany, NITCO
23.	Ready Mix Concrete	As approver by Engineer-in-Charge of the concerned working agency
24.	Acrylic Exterior Paint	Asian Paint- Apex Ultima, Burger-Weather Coat, ICI Dulex-Weather Shield Max, Nerolac Excel Total
25.	Roofing	KALZIP, BEMO, SANKO, KINGSPAN-RIGIDAL
26.	Decorated Doors	Tata Pravesh, Century Ply Doors, Mikasa Door & Frames, Eureka Doors, Green Ply Doors, Dourian Doors
27.	Aluminium Windows	Fenesta, Alupure, Jindal

LIST OF PREFERRED MAKES FOR INTERNAL ELECTRICAL INSTALLATIONS

Annexure- 3 (I)

1.	PVC insulated copper wire Vc Control cables, TV/Telephone Cable	KEI/Universal/Nicco/R.R. Kabel/Finolex/L&T/Havelles/Paramount/Skytone/Sicf o/polycab/Rattison/SIECO
	XLPE insulated PVC sheathed Al. Cable upto 1.1 KV grade	Havells/ Finolex/L&T/Universal/Rallison/RR Kabel Nicco/KIE/Grandly/Gloster/Bonton/Diamond/Havells/ Paramount/Polycab,
2.	PVC conduct including its. accessories	Precision/Aslan/Diamond/Modi/AKG/Sieco/CAP/RMR
3.	MS Conduct & Accessories	BEC/AKG/Steel Kraft/M-Kay/ PROMISE
4.	MCCB, Timer, SFU, FSU. HRC Fuses Cable Management System/DLP Trunking	Siomens/L&T/MDS-Legrend/BB/C&S/Bhartiya Culter Hammer
5.	Piano Switches/Sockets/T.V./ Telephone Outlet	Anchor/Rider/Leader/Havells/L&T/LEGRAND
6.	Modular type Switches/Sockets T.V./Telephone Outlet/Call bell/Buzzer	Legrand/Siemens/L&T/ABB/Modeler/M.K./Havells/Phi llips/anchor
7.	Ammeter/Voltmeter	AE/MP/Rishabh/HPL (Only Digital type to be used)
8.	Selector Switch	Kayee/Siemens/Bhartiya CutlerHammer/L&T
9.	Change over Switch	HPL/H-Elcon/Standard/L&T/Siemens
10.	Indicating Lamps	Teknic/Siemens/L&T/Valshnov
11.	Panel Board/Feeder Pillar/Meter Board	CPRI approved manufactures for PANELS (tested in last three years of current rating required or higher) and having ISO9001 Certification
12.	Rising Main	L&T/MSD-Legrand/C&S/Schneider/GE
13.	Energy Meter/Multufunctional/ Intelligent Energy Meter	Siemens/HPL/L&T/Hensel/Anchor/Havells
14.	G.I.Pipe (ISI MARKED)	Jindal Hisar/TATA/SAIL/TT Swastik
15.	Ceiling Fan/Exhaust Fan	Crompton/Orient/Polar/Khaitan/Bajaj/Ortem/Usha/Ha vells
16.	Fluorescent/CFL/LED/FloodLight/ Street light fittings	Phillips/Crompton/Bajaj/Wipro/SYSKA/ TRILUX
17.	Lamps	GE/Osram/Phillips/ Crompton/Bajaj/Wipro
18.	Wall Brackels	DECON/Phillips/GE/Havells/Lustre
19.	Angle Holder/Batten Holder	ISI marked/Emperor/Anchor.
20.	GEYESER	Racold/Bajaj/ Crompton/Jaguar
21.	Internal cable	D-Link/Avaya/Lucent/Finolex/HCL
22.	MCB & MCB DB	L&T/Schneider/MDS Legrand/ABB/C&S/ Hager/Havells

Section 5 (Cont'd)

Drawings

1. Drawings to be followed for actual execution of work should bear the stamp "Good for construction".

2. Any revision of working drawings should be indicated by pre-fixing R1, R2….. etc. after original reference number. Reasons for each revision should be clearly noted in the drawing.

3. Complete set of drawings should be issued along with other tender documents so as to form part of the agreement.

4. Drawings are not available with the bidding documents downloaded from the website and may be obtained from the office of the concerned PM/GM(T) as indicated in the NIT

Section 6

Form of Bid

Notes on Form of Bid The Bidder shall fill in and submit this Bid form with the Bid.

Technical Qualification Part I of the Bid

The Bidder shall fill in and load this form separately from the form for Part II of the bid.

[Date]

To *[name of Employer]* GOVERNOR OF UTTAR PRADESH represented by M.D., UPSTDC, Lucknow...

Address *[insert address]*)

Description of the Works :- As per BOQ

Dear.....

1. Having read the bidding Documents, Requirements for submission of documents in ITB clause 12 and acceptance of provisions of fraud and corruption in bidding documents we submit in attachment all documents required in the bidding documents together with all the affidavits regarding the correctness of information/documents for the aforesaid Bid.
2. We confirm that the bid fully complies with all the requirements including the bid validity and bid security as required and specified by the bidding documents.
3. We certify that the information furnished in our bid is correct to the best of our knowledge and belief.
4. It is certified that I/we fully understand that in case of furnishing any false document(s) or statement(s), forging, misrepresentation and producing misleading and untrue information in the bid and failure to abide by the terms and conditions of the tender, I/we are liable to any action that may be taken up by the UPSTDC.

Authorized Signatory: _____

Name and Title of Signatory: _____

Name of Bidder: _____

Authorized Address of communication: _____

Telephone No(s):(Office): _____ Mobile_____ Fax no _____ Email id:

Section 6
Financial Qualification Part II of the Bid

The Bidder shall fill in and load this form separately from the form for Part I of the bid.

[Date]

To *[name of Employer]* GOVERNOR OF UTTAR PRADESH represented by M.D., UPSTDC, Lucknow...

Address *[insert address]*)

Description of the Works: - As Per BOQ

Dear .....

With full understanding that part II of our bid will be opened only if I/we qualify on the basis of evaluation in Part I of the bid, I/ We offer to execute the works described above and remedy any defects therein in conformity with the Conditions of Contract, specifications, drawings, Bill of Quantities accompanying in Part II of the bid and Addenda

a) For percentage rate as quoted online. Percentage below/ percentage above/ at par with the rate entered in the schedule of rates, as referred to in clause 13 of ITB.

2. We undertake to commence the works on receiving the Notice to Proceed with work in accordance with the contract documents.

3. This Bid and your written acceptance of it shall constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any Bid you receive.

4. We hereby confirm that this Bid complies with the Bid validity and Earnest money required by the bidding documents and specified in the Appendix to ITB.

Authorized Signatory:

Name and Title of Signatory:

Name of Bidder:

Authorized Address of communication:

Telephone No(s):(Office): Mobile Fax no

Email id:

[Date]

Section 7

Bill of Quantities Preamble

1. The Bill of Quantities shall be read in conjunction with the Instructions to Bidders, Conditions of Contract, Specifications and Drawings.
2. For the construction of works, the quantities given in the Bill of Quantities are estimated, and are given to provide a common basis for bidding. The basis of payment will be the actual quantities of work ordered and carried out, as measured by the Contractor and verified by the Engineer and valued at the rates and prices tendered in the Bill of Quantities in the case of item rate tenders.
3. The rates and prices tendered in the priced Bill of Quantities shall, except in so far as it is otherwise provided under the Contract, include all constructional plant, labour, supervision, materials, erection, maintenance, insurance, profit, taxes and duties, together with all general risks, liabilities and obligations set out in the Contract. GST is exclusive of the rates and shall be paid extra as per rules.
4. Arithmetic errors will be corrected by the Employer pursuant to Clause 26 of the Instructions to Bidder

Bill of Quantities For Percentage rate bids

SR No.	Description of item (with brief specification and reference to book of specification)	Unit	Quantity	Rate In		% above or below (To be filled by Contractor)
				Fig.	Word	

Section 8

a) Letter of Acceptance and Other Forms

LETTER NO..... DATED .....

LETTER OF ACCEPTANCE

To,

M/s .....
.....
.....

This is to notify you that on behalf of the Employer, the General Manager (Technical), UPSTDC, Lucknow has accepted your Bid dated .....for execution of the District-…….. for the Contract Price of Rs..... (Rs. .....only) is hereby accepted by our Agency.

You are hereby requested to furnish Performance Security, in the form detailed in Cl.32 of ITB for an amount of Rs. ..... (Rs.....) within 10 days of the receipt of this letter of acceptance valid up to three months from the date of expiry of Defects Liability Period (i.e. up to .....) and sign the contract, failing which action as stated in Cl. 32.3 of ITB will be taken.

Yours faithfully,

General Manager(Technical)
UPSTDC,
……..

No. & Dated as above.

Copy to CGM,UPSTDC and PM,…… , UPSTDC for information & necessary action.

General Manager(Technical)
UPSTDC,
……..

b) **Issue of Notice to proceed with the work**

LETTER NO..... DATED .....

To,

.....
.....
.....

Dear Sirs:

Pursuant to your furnishing the requisite performance security as stipulated in ITB Clause 32.1 and signing of the contract for the construction of .....for Distt....., you are hereby instructed to proceed with the execution of the said works in accordance with the contract documents.

Yours faithfully,

General Manager(Technical),
UPSTDC,Lucknow.
.....

(c) Standard Form of Agreement

Notes on Standard Form of Agreement The Agreement should incorporate any corrections or modifications to the Bid resulting from corrections of errors (Instructions to Bidders, Clause 26).

Standard Form: Agreement

Agreement

This agreement, made the ..... day of ..... of 20… . between General Manager (Technical), UPSTDC, Lucknow ,

(hereinafter called "the Employer") of the one part, and

……
……
……

[name and address of Contractor] (hereinafter called "the Contractor" of the other part).

Whereas the Employer is desirous that the Contractor execute the Work of …… District.....(hereinafter called "the Works") and the Employer has accepted the Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein at a cost of Rupees ..... (Rs.....only)

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.

2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all aspects with the provisions of the Contract.

3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying the defects wherein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

4. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
   i) Letter of Acceptance;
   ii) Notice to proceed with the works;
   iii) Contractor's Bid;
   iv) Contract Data;
   v) Special Conditions of contract and General Conditions of Contract;
   vi) Specifications;
   vii) Drawings;
   viii) Bill of Quantities; and
   ix) Any other document listed in the Contract Data as forming part of the contract.

In witness whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

The Common Seal of

General Manager (T)
UPSTDC, Lucknow
…..……

was hereunto affixed in the presence of:
Signed, Sealed and Delivered by the said To,

.....
.....
.....

in the presence of: Project Manager

Binding Signature of Employer authorised representative

General Manager(T)
UPSTDC, Lucknow
…..……

Binding Signature of Contractor

.....
.....
.....

(d) Form of unconditional Bank guarantee "Performance Bank Guarantee").

PERFORMANCE BANK GUARANTEE

To,

General Manager (T),
UPSTDC, Lucknow.

WREREAS _____ [*Name and Address of Contractor*]
(Hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. _____ dated _____ to execute _____ [*Name of Contract and brief description of Works*] herein after called "The Contract"

AND WHEREAS it has been stipulated by you in the said contract that the contractor shall furnish you with a bank guarantee by a Nationalized Bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you on behalf of the Contractor, up to a total of _____ [*amount of guarantee*] _____ [*in words*], such sum being payable in the types and proportions of currencies in which the Contract price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ [*amount of guarantee*] as aforesaid without your needing to prove or to show grounds or reasons for a demand for the sum specified therein.

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

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

This Guarantee shall be valid until a date **03 (three) months** after the expiry of defect liability period of 1 year after intended completion date.

Signature and seal of the guarantor _____

Name of Bank _____

Address _____

Date _____

Signature Not Verified
Digitally signed by VIDYA SAGAR TIWARI
Date: 2026.05.11 15:43:12 IST
Location: Uttar Pradesh-UP