

# CONSTRUCTION & DESIGN SERVICES

## U.P. JAL NIGAM

[E-Tender]

**Name of Work:** Construction/Repair and Renovation work of Smart Class Room at Campus of Poultry Training Center Mahanagar, Lucknow.

NIT No.: 750/G-10/184

Dated: 23.04.2026



## Tender Document

### Contents

- Pre-Qualification Documents
- Conditions of Contract
- Schedule-G (BOQ)

Checked for uploading-

Accountant  
Unit- 26  
C&DS, U.P. Jal Nigam  
Lucknow

Resident Engineer  
Unit- 26  
C&DS, U.P. Jal Nigam  
Lucknow

Project Manager  
Unit- 26  
C&DS, U.P. Jal Nigam  
Lucknow

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**SECTION-1**  
E-Tender Notice

**Refer to NIT**

## LIST OF IMPORTANT DATES

1. **Name of Work:** Construction/Repair and Renovation work of Smart Class Room at Campus of Poultry Training Center Mahanagar, Lucknow.
2. **Completion Period for construction:** 06 Months, (Including rainy months)
3. **Date of Issue of Notice Inviting Tender:** 23.04.2026
4. **Period of Sale of Bidding Documents - From:** 24.04.2026 to 21.05.2026 till 16.00 Hrs.  
Through E-Tendering Portal <https://etender.up.nic.in>
5. Web site of C&DS, U P Jal Nigam: [www.cdsupjn.org](http://www.cdsupjn.org)
6. **Web site of U P Jal Nigam:** [www.jn.upsdc.gov.in](http://www.jn.upsdc.gov.in)
7. **Time, Date and Place of Pre-bid Meeting Date (If any):** N/A Time – N/A  
**Place:** N/A
8. **Bid Submission Start Date:** 24.04.2026
9. **Last Date of Bid Submission:** 21.05.2026  
**Time:** 16.00 Hrs.  
On E-Tendering Portal <https://etender.up.nic.in>
10. **Time, Date and Place for opening Technical Bid/Bids Date 22.05.2026 & Time 14.00 Hrs.**  
**On E-Tendering Portal:** <https://etender.up.nic.in>  
**Place-** Project Manager, Unit-26, C&DS, UP Jal Nigam, 3/14, Vishal Khand, Gomti Nagar, Lucknow.  
**Phone No.** +91 7388462442
11. **Last Date of submission of Bank Guarantee (if any):** Next working day of date of opening of **Financial Bid during office hours.**
12. **Time and Date of opening Financial Bids:-** Date to be notified through Portal.
13. **Bid Validity Period:** 120 days (One hundred and twenty days)

## **SECTION-2**

### **CHAPTER-1**

#### **BRIEF PARTICULARS OF WORK**

(The Particulars of the work are provisional. They are liable to change and be considered only as advance information to assist the bidder.)

## INSTRUCTIONS TO BIDERS FOR PRE-QUALIFICATION

### CHAPTER-2

- 2.1. Throughout these documents, the terms “bid” and “tender” and their derivatives (bidder/ tenderer, bid/ tender, bidding/ tendering, etc.) are synonymous.
- 2.1.1. The term "Contract", in relation to pre-qualification of bidders, shall mean an Agreement and/or work-orders.
- 2.2. This document relates to pre-qualification for the work under bid with a defect liability period of 12 months from date of handing over of works. Responsibility for handing over of completed works shall lie with the bidder.
- 2.3. **Prohibition from Bidding:**
- 2.3.1. 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 Central or the State Government.
- 2.3.2. 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 **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.**
- 2.3.3. Any agency / firm against which any investigating authority has instituted any vigilance enquiry or there are criminal proceedings in any Court of law or has been debarred or blacklisted during the last 5 years from the last date of bid submission, by any Govt. / Semi Govt. /Board/ Corporation / private organizations shall not be considered. An affidavit of this effect shall be submitted by the participating agencies / firms.
- 2.3.4. Any bidder who is an Advocate and/or Registered with any State Bar Council/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 treated as automatically cancelled.**
- 2.4. The bidder has to upload and produce for execution of agreement, original copies of Form- I to IX and Capability Statement etc. The above documents shall be retained for execution of Agreement.
- 2.5. The Pre-qualification of the agencies / firms is confined to invitation of such firms who have earlier demonstrated their capability and capacity in executing similar projects in a time bound, prestigious & professional manner with high standards of workmanship within specified cost. The pre-qualification will be made on basis of the past record and successful completion of such projects in the stipulated time with good quality, proven technical competence, experience of handling works of comparable magnitude and complexity, expertise and know-how in the relevant field, financial resources, technical manpower and construction equipment owned by Bidders and other requirements laid down in the prescribed Pre-qualification document.

- 2.6. The Bidder intending to submit pre-qualification documents will have to be experienced in executing similar type of works as defined in Para 3.2.
- 2.7. Should bidders have any queries regarding the pre-qualification document, this should be submitted to the Tender inviting authority in writing at least 7 days before the scheduled date of bid submission. Any query received after scheduled date would not be entertained and will be treated as void.
- 2.8. Pre-qualification document contains various formats and the same are to be used for furnishing the required information. The enclosed formats should be filled in completely and legibly and response must be provided for each item included in Appendices. In the event that a Bidder considers it inappropriate to respond to a particular item; this shall be filled as **not applicable**. If necessary, pages containing additional information may be attached to buttress the eligibility of bidder. ***Bidder should note that all the formats prescribed, need to be filled even if such information is Nil. It should be clearly indicated, failing which the bid may be treated as non-responsive.***
- 2.9. All information requested shall be provided in English language, type written. Each page of the Pre-qualification document shall be duly signed and page numbered by the Bidder or his authorized representative, **over writing should be avoided**. Correction, if any, should be made by neatly crossing out, initialing, dating and re-writing.
- 2.10. Supporting documents shall be uploaded after scanning original or photocopy, as may be applicable, duly attested by a Gazetted Officer / Magistrate/Notary as prescribed in NIT. Document generated by the firm can be self-attested. **The Bidder shall have to submit original documents as and when demanded.**
- 2.11. Failure to provide information which is essential to judge Bidder's qualifications or to provide timely clarifications or substantiation of the information supplied may result in disqualification of the Bidder for the particular bid.
- 2.12. All documents submitted within due time and date, by the Bidders will be treated as Confidential and will not be returned.
- 2.13. Construction & Design Services U.P.Jal Nigam may not necessarily inform all Bidders of the result of their applications. Construction & Design Services U.P.Jal Nigam reserves the right to accept or reject any or all applications and to annul the pre-qualification process and there by reject all Bidders without incurring any liability to the affected Bidders or any obligation to inform the Bidder of the ground for the action of Construction & Design Services, U.P.Jal Nigam.
- 2.14. The intending bidders who desire to see the site may visit at their own cost.
- 2.15. Construction & Design Services U.P.Jal Nigam will not reimburse any costs involved in the preparation and submission of pre-qualification document or in connection with any site visit made.
- 2.16. **Suppression of Facts:** Any information furnished by the Bidder found (immediately or at a later stage) to be forged or incorrect or concealment of any information, would render him liable to be debarred from tendering / taking up of works. Further action shall be taken as per tender conditions **including forfeiture of earnest money deposited.**
- 2.17. Information regarding litigation in past five years which the bidder is involved in, has to be submitted in prescribed format. The name of the parties' concerned, and disputed amount,

should also be given in the enclosed format.

2.18. Solvency Certificate issued by any scheduled commercial Bank shall be accepted, which will be valid for a period of one year from the date of issue unless otherwise mentioned. OR Solvency Certificate issued by District Magistrate will also be accepted, which will have a validity of one year from date of issue unless otherwise mentioned.

2.19. **Nature of Firm/Bidder:**

2.19.1. **The bidder must be registered with C&DS in appropriate class and category as mentioned in NIT.** The Bidder may be individual, propriety firm, firm in partnership, limited company- public or private or corporation. In case of individual/proprietorship firm the bid is required to be signed by sole proprietor with his full name and current address, while **in case of partnership firm the bid should be signed by all those partners in the firm** with full name and current address, an affidavit to this effect and certified copy of partnership deed **(as registered with registering authorities) is required to be attached with bid.** However, in case of limited firms / companies, the bid is required to be signed by the authorized signatory, a power of attorney in his favour **to submit the tender, sign the agreement, receive money, witness measurements, sign measurement books, compromise, settle, relinquish any claim(s) preferred by the firm and sign "No Claim Certificate" and refer all or any disputes to arbitration** along with a copy of Memorandum of Articles of Association **(as registered with registering authorities)** duly notarized by a Public Notary should be attached with the bid. Employer will not be bound by any power of attorney granted by the tenderer or by changes in the composition of the firm made subsequent to the execution of the contract. It may, however recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor.

2.19.2. Deleted

2.20. The Contract shall be for the composite works, as described in Chapter-1 based on the priced Bill of Quantities/percentage rates submitted by the Bidder. The tender for composite work includes/may include, in addition to building work, all other works such as sanitary and water supply installations, drainage installation, internal & electrical work, fire-fighting works, installation of Lifts, networking of computers, horticulture work, roads and paths etc as the case may be.

2.20.1. The tenderer apart from being eligible for award of contract, **must within a month of award of contract associate him (if not having his own demonstrable experience) with agencies of appropriate classes which are eligible to tender** specialized works in composite tender.

2.20.2. Following works shall be treated as Specialized work for which the bidder must, with the approval of Engineer, associate himself with Specialized Agencies/Distributors for their installation testing and commissioning. **(Please see Clause 7 of Special Conditions of Contract):-**

- i. ....
- ii. ....
- iii. ....

- 2.20.3. The Bidder should note that above list may not be exhaustive. The Engineer may, at his discretion, add further items of work which in his opinion may be of specialized nature requiring expertise of Specialized Agencies for their execution.
- 2.21. The Bidder shall adopt the Percentage Rate Method and quote the same in e-tender portal as specified in the excel sheet for the purpose; 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.
- a. In case the lowest tendered amount (cost of work put to bid + amount worked on the basis of percentage above/below) of two or more contractors is same, such lowest contractors will be asked to submit sealed revised offer in the form of letter mentioning percentage above/below on cost of work put to bid including all sub sections/sub heads as the case may be, but the revised percentage quoted above/below on cost of work put to bid or on each sub section/sub head should not be higher than the percentage quoted at the time of submission of tender. The lowest tender shall be decided on the basis of revised offers.  
 In case any of such contractors refuses to submit revised offer, then it shall be treated as withdrawal of his tender before acceptance and 50% of earnest money shall be forfeited.  
 If the revised tendered amount of two more contractors received in revised offer is again found to be equal, the lowest tender, among such contractors, shall be decided by draw of lots in the presence of General Manager concerned.  
 In case all the lowest contractors those who have quoted same tendered amount, refuse to submit revised offers, then tenders will be recalled after forfeiting 50% of EMD of each contractor.  
 Contractor(s), whose earnest money is forfeited because of non-submission of revised offer, shall not be allowed to participate in the re-tendering process of the work.
  - b. In Percentage Rate Tender, the tenderer shall quote percentage below/above (in figures as well as in words) at which he will be willing to execute the work.
- 2.22. The Bidder will furnish the following mandatory information on e-tender portal, failing which the bidder may get disqualified. Additional pages can be added to give complete desired information. **Nil information is also required to be indicated as such and submitted. Omission of any format shall be taken as 'Nil' information and will be evaluated accordingly.**
- a. Proof of submission of Tender Fee and EMD.
  - b. General information in Form-I
  - c. Declaration on Form - I A. (Earnest Money)
  - d. Declaration on Form - I B. (Affidavit of Bid Validity)
  - e. Standard Affidavit on Form- I-C. (*Substance of the contents should not be altered*)
  - f. Character Certificate in Form I-D - *Character Certificates, in relevant formats, issued by District Magistrate/Deputy Commissioner/equivalent rank officer from other States shall also be acceptable.*

- g. Financial information in Form- II (A).
  - h. Bank Solvency Certificate issued by a prescribed Bank on Form II-B or Issued by District Magistrate, which will have validity of one year from date of issue unless otherwise mentioned.
  - i. List of similar works executed during last 10 years generally as per Form-III along with supporting documents such as performance certificate issued by the client department/construction agency not below the rank of Executive Engineer/ Project Manager. (See clause 3.2 of this section). The performance certificate should be clear and exhaustive enough to establish similarity with the work under Bid.
  - j. List of **all works** which have been awarded/ in progress as on date of submitting this application as per Form-IV.
  - k. Details of technical personnel with bidder in Form-V.
  - l. Format for performance report in Form-VI (A&B). Ambiguous Performance Certificates will not be considered for evaluation.
  - m. Details of construction plants and equipments with the bidder in Form-VII.
  - n. Litigation history on Form- VIII.
  - o. Letter Comprising Bid- Form-IX.
  - p. All other documents required for Partnership/Limited firms as described in relevant paras.
  - q. Certificate of registration with C&DS, U.P.Jal Nigam.
  - r. Capability Statement duly filled.
- 2.23. The tender shall be submitted in two bid system in accordance with the procedures detailed.
- 2.24. It is mandatory that each application shall contain the following:-
- a. **Technical Bid-** Information called for in the “Forms I to IX, Capability Statement” and Declaration I-A, I-B, I-C, I-D and audited balance sheets of Bidder / Contractor for last five consecutive financial years duly certified by Statutory Auditor of the Bidder as prescribed in NIT and bid Document must be digitally signed and uploaded on eprocurement portal.
  - b. **Financial Bid-** Must be quoted in excel sheet for financial bid on etender portal.
- 2.25. *The bidder must submit acknowledgement of Income Tax return submitted online along with relevant 26AS for the last 3 years ending 31.03.2025. The demand status as displayed on Income Tax portal is to be enclosed for verification of Tax demand.*
- 2.26. Bidders are particularly advised to fill and upload the details strictly as per the enclosed forms. Tenders are liable to rejection if relevant details are not furnished in prescribed formats and also which do not meet the qualification requirement given in the paragraphs that follow. The Bidder may furnish any additional information, along with his application which in his opinion will highlight his capacity to perform.
- 2.27. *Firm should have valid registration in GST, EPFO/ESI etc. (as applicable) and they have to submit attested copies of the registration certificates. Contractor will have to register in labour cess deptt. within a week of award of the works.*
- 2.28. *Original copy / attested copy of the partnership deed, if it is a partnership firm and attested copy of registration certificate / MOA (as registered with registering*

*authorities), in case of Company and authorized declaration in case of Sole Proprietorship Firm should be submitted with PQ document.*

- 2.29. General Power of Attorney / Special Power of Attorney substantially in format annexed, revalidated & notarized be submitted by firm / tenderer in favour of the person who has signed the tender/will sign the agreement as the case may be, the tender documents with telephone No. and complete postal address. **Affidavit as prescribed should be annexed on non-judicial stamp paper of Rs.100 (or as applicable) duly signed by notary.**
- 2.30. The Bidder shall extend his services free of charge, to the representative of the Construction & Design Services U.P.Jal Nigam to visit the project/works from any of his referred project works, if the C&DS desires so. While applications are under consideration, Bidders and their representatives, or other interested parties, are advised to refrain from contacting by any means, any personnel or representative on matters related to the applications under consideration.
- 2.31. The Employer or his authorized representative if necessary, will/ may obtain clarification of applications by requesting such information from any or all Bidders in writing. Bidders will not be permitted to change the substance of their applications after submission of tender. Non-compliance with this provision will be a cause of disqualification.
- 2.32. The Department reserves to itself the power to relax non-essential requirements of the bid which do not have material impact on eligibility of the bidder.
- 2.33. The credentials submitted in respect of pre-qualification of the bidder, particularly that of the lowest evaluated bidder shall be verified before award of work. Any information furnished by the bidder found to be incorrect either immediately or at a later date, suppression of information in forms, statements, enclosure and declarations **would render him liable to be disqualified and debarred from tendering of work in C&DS and forfeiture of his bid security/security.** If such bidder happens to be enlisted contractor of any class in C&DS, his name shall also be removed from, the approved list of contractors.
- 2.34. On acceptance of the tender, the name of the accredited representative(s) of the contractor who would be responsible for taking instructions from the Engineer shall be communicated in writing to the Engineer.

## CHAPTER –3

### **ELIGIBILITY CRITERIA AND INFORMATION REQUIRED TO BE FURNISHED BY THE BIDDERS**

The qualification information is required to be furnished in the enclosed forms. The Bidders should have following minimum qualifying requirements.

<b>3.1.</b>		<b>Eligibility Requirements :</b> Minimum requirements for pre-qualification are as follows:
	<b>(a)</b>	<b>Turnover:</b> Should have average annual financial turnover during the immediate last 3 (three) consecutive financial years ending <b>31.03.2025 or latest</b> on construction work should be at least <b>30%</b> of the project cost put to tender.
	<b>(b)</b>	<b>Solvency Certificate:</b> Should have a solvency of minimum <b>40%</b> of the cost put to tender, in support of which a certificate will be required to be submitted. <ul style="list-style-type: none"><li>• Solvency Certificate issued by any Scheduled Commercial Bank shall be accepted, which will be valid for a period of one year from the date of issue unless otherwise mentioned.</li></ul> Or <ul style="list-style-type: none"><li>• Solvency Certificate issued by District Magistrate will also be accepted, which will have a validity of one year from date of issue unless otherwise mentioned.</li></ul>
	<b>(c)</b>	<b>Profit/Loss</b> The firm should not have incurred any losses in more than two years during last five consecutive years balance sheets ending <b>31.03.2025</b> duly certified and audited by Statutory Auditor of the firm. <b>The firm should have positive net worth as certified by its Statutory Auditor.</b>
	<b>(d)</b>	<b>Credit rating:</b> <i>The bidder must submit acknowledgement of Income Tax return submitted online along with relevant 26AS for the last 3 years <b>ending 31.03.2025</b>. The demand status as displayed on Income Tax portal is to be enclosed for verification of Tax demand.</i>

	(e)	<p><b>Available Bid Capacity:</b>  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.  Assesses Available bid capacity = (A*N*M)-B  Where  A= Maximum value (Turnover) of civil works executed in any one year during the last five years taking in account the completed as well as works in progress. <b>The value of completed works shall be brought to current costing level as already specified.</b>  N= Number of years prescribed for completion of works for which bids are invited (period up to 6 months to taken as half year and more than 6 month as one full year).  M= is taken as 2.  B= Value, at the current price level of existing commitments and on-going works to be completed during the period of completion of works for which bids are invited.</p>												
3.2.		<p><b>PAST EXPERIENCE:</b>  The Bidders should have experience of execution of works of similar nature including construction, supply, installation, testing &amp; successful commissioning and other related associated / allied appurtenant works as applicable.  The value of executed works/turnover shall be brought to current cost level by enhancing the actual value at the rate of 7% per annum at simple rate as per following factor. It will be calculated from the last date of completion of work and date of submission of bid. A typical illustration is as below.</p> <table border="1" data-bbox="602 1255 1312 1543"> <thead> <tr> <th>Financial Year</th> <th>Escalation/Enhance factor</th> </tr> </thead> <tbody> <tr> <td>2025-2026</td> <td>1.00</td> </tr> <tr> <td>2024-2025</td> <td>1.07</td> </tr> <tr> <td>2023-2024</td> <td>1.14</td> </tr> <tr> <td>2022-2023</td> <td>1.21</td> </tr> <tr> <td>2021-2022</td> <td>1.28</td> </tr> </tbody> </table> <p>Cost of work shall mean:-  <b><i>Gross value of the completed work by single/multiple contracts/orders of a single project- satisfactorily completed (including cost of material issued/provided/supplied by the department/client).</i></b>  This should be certified by an officer not below the rank of Executive Engineer/ Project Manager or equivalent.  Firm should have successfully completed <i>similar works</i> (by single/multiple contracts/orders of a particular project) during last Ten</p>	Financial Year	Escalation/Enhance factor	2025-2026	1.00	2024-2025	1.07	2023-2024	1.14	2022-2023	1.21	2021-2022	1.28
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2025-2026	1.00													
2024-2025	1.07													
2023-2024	1.14													
2022-2023	1.21													
2021-2022	1.28													

		years ending last day of the month previous to the one in which applications are invited satisfying either of following :-																																	
		<p>a. Three similar works each costing not less than 30% of cost of work put to bid or,</p> <p>b. Two similar works costing not less than 40% of cost of work put to bid or,</p> <p>c. One similar completed work costing not less than 60% of cost of work put to bid,</p> <p><b>Provided</b>, at least one completed work of similar nature (either part of a or b or c) costing not less than the amount equal to 30% of the estimated cost put to tender should have been executed with some Central/ State Government Organisation/ Central Autonomous Body/ Central/ State Public Sector undertaking/Nigam and remaining work experience should satisfy the requirements of a, b or c above with works successfully executed for reputed private organisation which must be a duly incorporated entity under the companies Act 1956/2013.</p> <p><i>Certificates issued by private organisations must be supported by Form 26AS/TDS certificate. The certificate should clearly indicate scope of work, date of completion, completed value, name of work, agreement/order no., date of start etc. in Form VI-B to verify eligibility/similarity wherever required, the Certificate should also be supported by schedule/ final bill (certified).</i></p> <p>Similar work shall mean Construction/Renovation work of Building.</p>																																	
<b>3.3.</b>		<p><b>Personnel Capabilities:</b></p> <p>The Bidders must have qualified employed personnel to fill the following positions. The Bidders shall supply information on a prime candidate and an alternate for each position; both of whom shall meet the minimum experience requirements specified below:</p> <table border="1"> <thead> <tr> <th rowspan="2">Sl. No.</th> <th rowspan="2">Technical Personnel</th> <th colspan="3">No. of Technical Persons Required for project cost</th> <th rowspan="2">Experience in similar works</th> </tr> <tr> <th>&lt; 5 Cr</th> <th>5-25 Cr</th> <th>25-50 Cr</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Graduate Engr Civil</td> <td>-</td> <td>1</td> <td>2</td> <td>2</td> </tr> <tr> <td>2</td> <td>Diploma Engr Civil</td> <td>1</td> <td>2</td> <td>2</td> <td>5</td> </tr> <tr> <td>3</td> <td>Diploma Engr Electrical</td> <td>-</td> <td>1</td> <td>1</td> <td>5</td> </tr> <tr> <td>4</td> <td>Work Supervisor</td> <td>1</td> <td>2</td> <td>4</td> <td>5</td> </tr> </tbody> </table> <p>The requisite information shall be furnished in <u>Form – V</u></p>	Sl. No.	Technical Personnel	No. of Technical Persons Required for project cost			Experience in similar works	< 5 Cr	5-25 Cr	25-50 Cr	1	Graduate Engr Civil	-	1	2	2	2	Diploma Engr Civil	1	2	2	5	3	Diploma Engr Electrical	-	1	1	5	4	Work Supervisor	1	2	4	5
Sl. No.	Technical Personnel	No. of Technical Persons Required for project cost			Experience in similar works																														
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3	Diploma Engr Electrical	-	1	1	5																														
4	Work Supervisor	1	2	4	5																														

3.4.		<p><b>Equipment Capabilities:</b></p> <p>Bidders should own or have assured access (through Hire, Lease, Purchase Agreement, availability of manufacturing equipments or other means) to the equipment/machines listed here under and in full working order and must demonstrate that based on known commitments, they will be available for use in the proposed Contract. The Bidders may also list additional equipments that they would propose for the Contract together with an explanation of the Proposal. Form-VII</p> <table border="1" data-bbox="548 474 1417 947"> <thead> <tr> <th rowspan="3">Sl. No.</th> <th rowspan="3">Equipment Type &amp; Characteristics</th> <th colspan="3">Minimum Numbers Required for project cost Rs.</th> </tr> <tr> <th>&lt; 5 Cr</th> <th>5-25 Cr</th> <th>25-50 Cr</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Conc. Mixture</td> <td>1</td> <td>2</td> <td>1</td> </tr> <tr> <td>2</td> <td>Water tanker</td> <td>-</td> <td>-</td> <td>1</td> </tr> <tr> <td>4</td> <td>JCB</td> <td>-</td> <td>-</td> <td>1</td> </tr> <tr> <td>5</td> <td>Batch Mix. 15 to 30 M<sup>3</sup> per Hr.</td> <td>-</td> <td>-</td> <td>1</td> </tr> <tr> <td>6</td> <td>Generator Set 25 kVA</td> <td>-</td> <td>1</td> <td>1</td> </tr> </tbody> </table>	Sl. No.	Equipment Type & Characteristics	Minimum Numbers Required for project cost Rs.			< 5 Cr	5-25 Cr	25-50 Cr	1	Conc. Mixture	1	2	1	2	Water tanker	-	-	1	4	JCB	-	-	1	5	Batch Mix. 15 to 30 M <sup>3</sup> per Hr.	-	-	1	6	Generator Set 25 kVA	-	1	1
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6	Generator Set 25 kVA	-	1	1																															
3.5.		<p><b>Litigation History:</b></p> <p>The Bidders shall provide accurate information on any litigation or arbitration resulting from Contracts completed or under its execution over the last 5 years in <u>Form –VIII</u></p>																																	
3.6.		<b>Deleted</b>																																	
3.7.		<p><b>Conflict of Interest</b></p> <p>The Bidder shall not be one of the following:</p> <ol style="list-style-type: none"> <li>1. Bidder (or any constituent thereof) and any other Bidder (or any constituent thereof) have common controlling shareholders/ partners/ directors.</li> <li>2. A Firm or an Organization which has been engaged by the Employer to provide consulting services for preparation related to procurement for or implementation of this Project;</li> <li>3. Any bidder who is registered with the State Bar Councils is not allowed to participate in the bidding process.</li> <li>4. No Engineer of Gazetted rank or other gazetted officer employed in Engineering or Administrative duties in an Engineering deptt. of the State/ Central government is allowed to work as a contractor for a period of <b>two years</b> after his retirement from govt. services without government permission. This contract is liable to be cancelled if either the contractor or any of his employees is found any time to be such a person who had not obtained the permission of the government as</li> </ol>																																	

		<p>aforesaid before submission of the tender or engagement in the contractor's service.</p> <p>5. A contractor black listed/debarred by any Govt. body shall not be eligible to bid.</p>
<b>3.8.</b>		<p><b>Updating Prequalification Information:</b></p> <p>The Bidders shall be required to update the financial information/capability used for pre-qualification at the time of submitting their Bids and to confirm their continued compliance with the qualification criteria. A Bid shall be rejected if the Bidder's pre-qualification thresholds are no longer met at the time of submission of his Bid.</p>
<b>3.9.</b>	<b>3.9.1</b>	<p><b>General</b></p> <ol style="list-style-type: none"> <li>1. Only Bidders who have been pre-qualified under this procedure will have their Financial Bids opened.</li> <li>2. A Firm can submit only one Bid for the Contract. If a Firm submits more than one Bid, all bids which include that firm will be rejected.</li> </ol>
	<b>3.9.2</b>	<p><b>Bid Security/Earnest Money/Bid Validity:</b></p> <ol style="list-style-type: none"> <li>a) The Bid Security/EMD shall be deposited only by mechanism of as outlined in NIT. <b>Tender Fee and EMD must be submitted by the bidder out of his own resources else his bid shall be disqualified.</b></li> <li>b) Any bid not uploaded with valid proof of deposit of Earnest Money and required tender fee, shall be rejected forthwith by the Employer as non-responsive. The bidder shall not have any claim in this regard.</li> <li>c) The Earnest Money of unsuccessful bidders will be returned soon after approval of technical bid by the competent authority and latest on or before the 30th day after award of the contract.</li> <li>d) The Earnest Money of the successful Bidder will be discharged when the Bidder has signed the Agreement and furnished the required Performance Security.</li> <li>e) The Bid shall be kept valid for 120 days after deadline for submission of the Bid document. A bid valid for a shorter period shall be rejected by the Employer as non-responsive. <ul style="list-style-type: none"> <li>• 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. A bidder may refuse the request without forfeiting his Earnest Money.</li> </ul> </li> </ol>

	<b>3.9.3</b>	<p>The Employer reserves the right to:</p> <ol style="list-style-type: none"> <li>a) Amend the scope and value of any Contract to be Bid, in which event the Contract will only be Bid among those pre-qualified Bidders who meet the requirements of the Contract as amended;</li> <li>b) Reject or accept any application; and</li> <li>c) Cancel the pre-qualification process and reject all Applications.</li> <li>d) Cancel the entire bid process.</li> </ol> <p>The Employer shall neither be liable for any such actions nor be under any obligation to inform the Bidder of the grounds for them.</p>
	<b>3.9.4</b>	<ol style="list-style-type: none"> <li>1. The Bidder will be advised by the Employer or his representative in writing or by fax/e-mail/SMS, within 90 days of the date for submission of bids, of the result of their application and of the names of the pre-qualified Bidders without being assigned any reason for the Employer's decision.</li> <li>2. If the Bidder feels that technical credentials of his own or other Bidders have been wrongly evaluated/verified, he may raise objections within 2 (Two) working days from the date of uploading of result. Opening of financial bid will be scheduled accordingly. No requests/objections shall be entertained beyond above limit, else it may be treated as an obstruction in tender process and shall be dealt with accordingly.</li> </ol>
	<b>3.9.5</b>	<p>The Employer reserves the right to verify and seek clarification of the information furnished by any/all Bidders to make an informed decision.</p>

**3.10. QUALIFIED BIDDERS:**

Construction & Design Services U.P.Jal Nigam will evaluate which Bidders are qualified and will inform them through e-tender portal. Qualified contractors will be given an invitation to participate in opening of Financial Bid of the tender at the date and time to be specified in the intimation.

**3.11.** Even though the Bidders are pre-qualified, they are subject to be disqualified if they have:

- 3.11.1. Made untrue or false representations in the form, statements and attachments submitted in proof of the qualification requirements, and/or
- 3.11.2. Participated in the previous bidding for the same work and had quoted unreasonably high/low bid prices and could not furnish rational justification to the C&DS. and/or
- 3.11.3. Record of past poor performance such as abandoning the work, not properly completing the contract, inordinate delays in completion, or financial failures, etc.

## CHAPTER-4

### EVALUATION AND QUALIFICATION PROCEDURE

#### 4.1. Evaluation criterion of applications for pre-qualification:

The pre-qualification document shall be examined to ascertain whether the applications:

- I. Fulfill responsiveness criteria of the Bid i.e. deposit/uploading of proof of earnest money deposit, tender fees, standard affidavit in prescribed form 'I-C'.
- II. Meet the eligibility requirements,
- III. Have been properly prepared & signed,
- IV. Contain all the details called for and are in proper format.

Assessment of the firms who have applied for the pre-qualification, will also include the following items:

Applications of the bidders will be evaluated in detail in the second stage, with weightage of each of the following factors.

1. Financial status of the firm including annual turnover, working capital, net worth, and works in hand, financial arrangements proposed viz. own resources/bank credits etc.
  2. Resources of the firm in respect of personnel, equipment and plants.
  3. The experience of the firms for works of similar nature.
- 4.2. The bidder should state in detail about the contracts where delay has occurred, the period of delay and the reasons thereof. Details of works that have been abandoned for reasons whatsoever should also be furnished. In case the bidder or any partner was ever black listed the same should be indicated.
- 4.3. **(Applicable in case cost of work put to bid is more than 10 Cr)**  
**To become eligible for short listing the bidder must secure at least 50 (Fifty) percent marks in each and 60 (Sixty) percent marks in aggregate** as per evaluation criteria described in Annexure-I. Such qualified bidders will be called for opening of financial bid.
- 4.3.1. The department, however, reserves the right to restrict the list of such qualified contractors to any number deemed suitable by it.
- 4.4. Examination of Bids and Determination of Responsiveness:
- 4.4.1. During the detailed evaluation of “Technical Bids”, the Employer will determine whether each Bid (a) meets the eligibility criteria defined in Chapter-3; (b) has been properly signed; (c) is accompanied by the required securities; 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.
- 4.4.2. 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 C&DS's rights or the Bidder's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

**4.4.3.** 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.

**4.4.4.** The conditional bids shall be treated as non-responsive forthwith.

**4.5.** Even though the bidder meets the above qualifying criteria, he can be disqualified if he has made any misleading or false representation in the forms, statements and attachments submitted in proof of the qualification requirement and/or record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion and blacklisting or financial failure etc.

**4.6.** 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 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.

**4.7.** Stamp duty charges as applicable shall be borne by the tenderer as applicable at the time of award of the contract. The contract agreement will be executed on non judicial stamp paper of the value of Rs. 100/- along with Rs. 2/- Revenue stamp.

## CHAPTER-5

### PREPARATION & SUBMISSION OF e-Bids

*(For guidance purposes only. The Bidder is advised to familiarize himself with Terms and Conditions of NIT, Bid document and process of bid submission on e-tender portal on their own. The department bears no responsibility for incorrect submission of bid.)*

#### **5.1. Documents Constituting the e-Bid**

The e-Bids prepared by the Bidder shall comprise the following components:

e-Bids will comprise of:

- a) Technical proposal submission forms
- b) Financial proposal submission forms

#### **5.2. Documents Establishing Bidder's Qualification**

The Bidder shall furnish, as part of Technical Proposal, documents establishing the qualification to perform the Contract. The documentary evidence in support of the information furnished should be submitted by the Bidder electronically in the PDF format. The Bidder's eligibility criteria and selection procedure are defined in previous Chapters.

It is suggested that the PDF files should be made in gray scale using the minimum readable appropriate resolution so that the size of the files is minimized for fast uploading on the e-Bid portal.

#### **5.3. Format and Signing of e-Bids**

The Bidder shall prepare one electronic copy for the e-Bids.

**All the pages/ documents of the e-Bid shall also be signed manually by the person authorized to sign the e-Bids before converting them into PDF and uploading them as bidding documents.**

#### **5.4. Submission of e-Bids:**

The e-Bid Submission module of e-tender portal <http://etender.up.nic.in> enables the Bidders to submit the e-Bid online against the e-tender published by the Department. Bid Submission can be done only from the Bid Submission start date and time till the e-Bid Submission end date and time given in the e-Bid. Bidders should start the Bid Submission process well in advance so that they can submit their e-Bid in time. The Bidders should submit their Bids considering the server time displayed in the e-tender portal. This server time is the time by which the Bid submission activity will be allowed till the permissible time on the last/end date of submission indicated in the e-tender schedule. Once the Bid submission date and time is over, the Bidders cannot submit their e-Bid. For delay in submission of e-Bids due to any reasons, the Bidders shall only be held responsible.

The Bidders are advised to follow the following instructions for submission of their e-Bids:

For participating in e-tender through the e-Bidding system, it is necessary for the Bidders to be the registered users of the e-tender portal <http://etender.up.nic.in>. For this, the Bidders have to register themselves by depositing a fee of Rs 6000/- (Rupees Six thousands only) in the office of U.P. Electronics Corporation Limited, 10, Ashok Marg, Lucknow-226 001 for getting a valid User ID and password and the required training/ assistance etc. on e-tender portal <http://etender.up.nic.in>. The Bidders may contact U.P. Electronics Corporation Limited for further assistance.

In addition to the normal registration, the Bidder has to register with his/her Digital Signature Certificate (DSC) in the e-Bidding system and subsequently he/she will be allowed to carry out his/her e-Bids submission activities. Registering the Digital Signature Certificate (DSC) is a onetime activity till its validity. Before proceeding to register his/her DSC, the Bidder should first log on to the e-Bidding system using the User Login option on the home page with the Login Id and Password with which he/ she has registered as enumerated in the preceding paragraph above.

For successful registration of DSC on e-Procurement portal <http://etender.up.nic.in> the Bidder must ensure that he/she should possess Class-2/ Class-3 DSC issued by any one of certifying authorities approved by Controller of Certifying Authorities, Government of India. The Bidder may also apply to office of U.P. Electronics Corporation Limited, (UPLC) for getting DSC at the address given in the preceding paragraph above on a prescribed form available at UPLC's website [www.uplc.in](http://www.uplc.in) along with the payment of fee of Rs 1704/- per person, The Bidder is also advised to register his/her DSC on e-tender portal well in advance before Bid submission end date so that he/she should not face any difficulties while submitting his/her e-Bid against this e-tender. The Bidder can perform User Login registration/creation and DSC registration exercise as described in preceding paragraphs above even before e-Bid submission date starts. The C&DS, U P Jal Nigam shall not be held responsible if the Bidder tries to submit his/her e-Bids at the last moment before end date of submission but could not submit due to DSC registration or any other technical problems.

The Bidder can search for active Bids through "Search Active Bids" link, select a Bid in which he/she is interested in and then move it to 'My Bids' folder using the options available in the e-Bid Submission menu. After selecting and viewing the Bid, for which the Bidder intends to e-Bid, from "My Bids" folder, the Bidder can place his/her Bid by clicking "Pay Offline" option available at the end of the view Bid details form. Before this, the Bidder should download the Bid document and study them carefully. The Bidder should keep all the documents ready as per the requirements of e-Bid document in the PDF format.

After clicking the 'Pay Offline' option, the Bidder will be redirected to the Terms and Conditions page. The Bidder should read the Terms & Conditions before proceeding to fill in the Processing Fee offline payment details. After entering and saving the Processing fee details, the Bidder should click "Encrypt & Upload" option given in the offline payment details form so that "Bid Document Preparation and Submission" window appears to upload the required documents Technical Proposal Submission Form etc. of this e-tender

document. The details of the Demand Draft or any other accepted instrument which is to be physically sent in original before Bid submission end date and time, should tally with the details available in the scanned copy and the data entered during e-Bid submission time otherwise the e-Bid submitted will not be accepted.

Before uploading, the Bidder has to select the relevant Digital Signature Certificate. He may be prompted to enter the Digital Signature Certificate password, if necessary. For uploading, the Bidder should click "Browse" button against each document label in Technical schedules/packets and then upload the relevant PDF files already prepared and stored in the Bidder's computer. The required documents for each document label of Technical. Schedules/packets can be clubbed together to make single different files for each label.

The Bidder should click "Encrypt" next for successfully encrypting and uploading of required documents. During the above process, the Bid documents are digitally signed using the DSC of the Bidder and then the documents are encrypted/locked electronically with the DSC's of the Bid openers to ensure that the Bid documents are protected, stored and opened by concerned Bid openers only.

After successful submission of e-Bids, a page giving the summary of e-Bid submission will be displayed confirming end of e-Bid submission process. The Bidder can take a printout of the Bid summary using the "Print" option available in the window as an acknowledgement for future reference.

#### **5.5. Deadline for Submission of e-Bids**

e-Bids must be submitted by the Bidders on e-tender portal <http://etender.up.nic.in>, not later than the date and time specified in this e-tender document.

The C&DS may extend this deadline for submission of e-Bids by amending the e-tender document, in which case all rights and obligations of the C&DS and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

C&DS shall not consider any request for date-extension for e-Bid-submission on account of late downloading of e-tender (RFP) by any prospective Bidder. E-Bids should be uploaded on e-tender portal <http://etender.up.nic.in> on or before **the scheduled date and time**.

#### **5.6. Late e-Bids**

The server time indicated in the Bid Management window on the e-tender portal <http://etender.up.nic.in> will be the time by which the e-Bids submission activity will be allowed till the permissible date and time scheduled in the e-tender. Once the e-Bids submission date and time is over, the Bidder cannot submit his/ her Bid. Bidder has to start the e-Bid Submission well in advance so that the submission process passes off smoothly. The Bidder only, will be held responsible if his/ her e-Bids are not submitted in time due to any reasons.

### **5.7. Withdrawal and Resubmission of e-Bids (Not permitted)**

At any point of time, a Bidder can withdraw his/ her e-Bids submitted online before the e-Bids submission end date and time (**if allowed**). For withdrawing, the Bidder should first log in using his/ her Login Id and Password and subsequently by his/ her Digital Signature Certificate on the e-procurement portal <http://etender.up.nic.in>. The Bidder should then select "My Bids" option in the Bid Submission menu. The page listing all the Bids submitted by the Bidder will be displayed. Click "View" to see the details of the Bid to be withdrawn. After selecting the "Bid Withdrawal" option, the Bidder has to click "Yes" to the message "Do you want to withdraw this Bid?" displayed in the Bid Information window for the selected Bid. The Bidder also has to enter the Bid Withdrawing reasons and upload the letter giving the reasons for withdrawing before clicking the "Submit" button. The Bidder has to confirm again by pressing "Ok" button before finally withdrawing his/ her selected Bid. Once the Bidder has withdrawn his /her Bid he/she cannot re-submit this Bid again.

The Bidder has to request the C&DS with a letter, attaching the proof of withdrawal and submission of e-Bids Processing Fee in the office of Project Manager to return back the e-Bids Processing Fee as per the procedure.

The Bidder can resubmit his/ her e-Bids as and when required till the Bid submission end date and time. The e-Bids submitted earlier will be replaced by the new one. The payment made by the Bidder earlier will be used for revised e-Bids and the new Bid submission summary generated after the successful submission of the revised e-Bids will be considered for evaluation purposes. For resubmission, the Bidder should first log in using his/ her Login ID and Password and subsequently by his/ her Digital Signature Certificate on the e-procurement portal <http://etender.up.nic.in>. The Bidder should then select "My Bids" option in the Bid Submission menu. The page listing all the Bids submitted by the Bidder will be displayed. Click "View" to see the details of the Bid to be resubmitted. After selecting the "Bid Resubmission" option, click "Encrypt & Upload" to upload the revised e-Bids documents.

The Bidders can submit their revised Bids as many times as possible by uploading their e-Bids documents within the scheduled date & time for submission of e-Bids.

No e-Bids can be resubmitted subsequently after the deadline for submission of e-Bids.

### **5.8. Receipt and Opening of e-Bids by the Purchaser/TIA**

Bidders are advised to submit their e-bids in 'Two-Bid' system with Technical and Financial bids separately on e-tender portal.

**Please note that prices should not be quoted in the Technical Bid.** The Prices should be quoted in the Financial Bid only. On receipt on e-tender portal, the technical proposals will be opened first.

C&DS will open all e-Bids, in the presence of bidder's authorized representatives who choose to attend at **scheduled date and time at designated place**. The bidder's representatives who are present shall sign a register evidencing their attendance. In the

event of the specified date of e-Bid opening being declared a holiday, the e-Bids shall be opened at the appointed time and place on the next working day. The name of such bidders not meeting the qualification requirement shall be notified subsequently.

After evaluation of technical e-Bids, C&DS shall notify those bidders whose e-Bids were considered non-responsive to the Conditions of the Contract and not meeting the Qualification Requirements indicating that they did not technically qualify for selection. C&DS will simultaneously notify the bidders, whose technical e-Bids were considered acceptable and have been short listed for opening of their financial e-bids.

## SECTION-3

### ANNEXURE-I

#### CRITERIA FOR EVALUATION OF THE PERFORMANCE OF CONTRATORS FOR PRE-QUALIFICATION

(Applicable in case cost of work put to bid is more than Rs. 10.00 Cr)

Attributes		Evaluation				
<b>(a)</b>	<b>Financial strength (20 marks)</b>					
	(i) Average annual Turnover <b>12 marks</b> (ii) Solvency Certificate <b>8 marks</b>	(i) 60% marks for minimum eligibility criteria (ii) 100% marks for twice the minimum eligibility criteria or more In between (i) & (ii) - on pro- rata basis				
<b>(b)</b>	<b>Experience in similar class of works (20 marks)</b>	(i) 60% marks for minimum eligibility criteria (ii) 100% marks for twice the minimum eligibility criteria or more In between (i) & (ii) - on pro- rata basis				
<b>(c)</b>	<b>Performance of works (time over run) (25 marks)</b>					
Parameter for calculation of points		Score			Maximum Marks	
If TOR=		1.0	2.0	3.0	>3.5	25
(i) Without levy of Compensation		25	20	10	0	
(ii) With levy of Compensation		25	10	5	-5	
(iii) Levy of compensation not decided		25	15	5	0	

TOR= AT/ST, where AT= Actual Time; ST= Stipulated Time.

**Note:** Marks for value in between the stages indicated above is to be determined by straight line variation basis.

<b>(d)</b>	<b>Performance of works (Quality) (15 Marks)</b>	
	(i) Very Good	15
	(ii) Good	10
	(iii) Fair	5
	(iv) Poor	0
<b>(e)</b>	<b>Personnel and Establishment (amend suitably as per requirement)</b>	<b>(Max. 10 marks)</b>
	(i) Graduate Engineer	3 marks for each
	(ii) Diploma holder Engineer	2 marks for each up to Max. 4 marks
	(iii) Supervisory/Foreman	1 marks for each up to Max. 3 marks
<b>(f)</b>	<b>Plant &amp; Equipment (amend suitably as per requirement)</b>	<b>(Max. 10 marks)</b>
	(i) Steel shuttering	2 marks for each 800 sqm maximum 4 marks.
	(ii) Tower crane	4 marks for each up to Max. 4 marks
	(iii) Building Hoist	1 marks for each up to Max. 2 marks
	(iv) Excavator	1 marks for each up to Max. 2 marks
	(v) Concrete Pump	0.5 marks for each up to Max. 1 marks
	(vi) DG set of 60 KVA	2 marks for each up to Max. 2 marks

**GENERAL INFORMATION**

1. All Agencies/firms applying for pre-qualification are requested to complete the information in this form. Nationality information to be provided for all owners or Bidders for partnerships or individually owned firms.
2. Where the Bidder proposes to use subcontractors for critical components of the works or for work contents in excess of 5 percent of the value of the whole works, the following information should also be supplied for **the specialist agencies (s)**

1	Name of firm.	
2	Principal Place of business-	
3	Correspondence Address:	
4	Office Telephone:	Mobile:
5	Fax:	E-mail:
6	Place of incorporation/registration: (Attach copy)	Date of incorporation: Registration valid up to:
7	Constitution or Legal status of bidder- a) An individual b) Proprietary firm c) Partnership firm d) Limited company or corporation Another (Pl. specify)	(Attach copy)
8	Power of Attorney of signatory of Bid	(Attach )

<b>Name of the Directors / Partners</b>	<b>Position in the company</b>	<b>Nationality.</b>
1		
2		
3		

<b>Name of persons to be contacted and their contact details</b>			
<b>Name</b>	<b>Address</b>	<b>Phone No. / Mobile</b>	<b>E-mail</b>

Signature of Bidder

**DECLARATION FORM-I A**

**(EARNEST MONEY)**

I / We deposit herewith an Earnest Money for (Rs. in words) ..... in the following form as per clause 3.9.2 of Instruction to Bidders/ as well as NIT.

I/We also agree to deposit requisite performance security/ additional performance security/ security money as per conditions of this tender document.

The details of deposit of Earnest Money are given below:

Sl.No.	Description	Amount Rs.	Period of Validity	Name of Issuing Bank/Post Office	Remarks

DATE

SIGNATURE & SEAL

ADDRESS

NAME

**DECLARATION FORM-I B**

(AFFIDAVIT OF BID VALIDITY)

**IMPORTANT :-**

- 1- This affidavit is to be furnished positively at the time of submitting the tender.
- 2- The affidavit is to be typed on stamp paper worth Rs. 100/- duly signed and notarized, affixing a revenue stamp of Rs. 2/- only and the expenditure incurred shall be borne by the tenderer.

**AFFIDAVIT FORM**

Tender invited by .....

Tender for .....

.....

Tender Notice No.& Date .....

Name of Tenderer .....

.....

IN CONSIDERATION of the CONSTRUCTION & DESIGN SERVICES U.P.JAL NIGAM having treated the bidder to be an eligible person, whose tender may be considered, the bidder hereby agrees to the conditions that the proposal in response to the above invitation shall not be withdrawn within 120 (One hundred and twenty) days from the date of opening the tender, also to the condition that if, the bidder does withdraw his proposal within the said period, the earnest money deposited by him may be forfeited by the CONSTRUCTION & DESIGN SERVICES U.P.JAL NIGAM and I/we may, in addition to other actions detailed in bid document, be debarred from tendering for a period of one year reckoned from the date of opening of the tender, as per discretion of the later.

Signed this.....day of ..... 202...

Signed by :-

(BIDER)  
Signature & Seal

Witness :-

- 1.....
- 2.....

## DECLARATION FORM-I C

### शपथ-पत्र (STANDARD AFFIDAVIT)

मैं ..... पुत्र श्री ..... निवासी .....

(स्थायी पता) .....

(अस्थायी पता) ..... का निवासी हूँ।

मैं शपथपूर्वक निम्न घोषणा करता हूँ: -

राजपत्रित अधिकारी  
द्वारा प्रामाणित पासपोर्ट  
साईज नवीनतम  
फोटोग्राफ चस्पा किया  
जाय।

1. मैं सी0एण्ड डी0 एस0 में ..... श्रेणी में ..... कार्य हेतु पंजीकृत हूँ।
2. मेरे पास पर्याप्त चल और अचल सम्पत्ति है और व्यवसायिक रूप से मैं इस निविदा द्वारा आमंत्रित कार्यों को पूरा करने के लिए सक्षम और समर्थ हूँ। मेरे पास आवश्यक मशीनों और उपकरण आदि भी हैं तथा मुझे इस कार्य का पर्याप्त अनुभव है।
3. सी. एण्ड डी.एस., उ.प्र.जल निगम द्वारा (कार्य का विवरण लिखा जायें) ..... की निविदा निर्गत की गयी है, उसके लिये मैं विभाग द्वारा निर्धारित प्रारूप पर निविदा भर रहा हूँ।
4. मैं घोषणा करता हूँ कि मेरे द्वारा निविदा में दी गयी दरों को जी.एस.टी. ऐक्ट के अन्तर्गत नियमानुसार प्राप्त होने वाले इनपुट टैक्स क्रेडिट का संज्ञान लेते हुए डाला गया है। मेरे द्वारा निविदा में डाली गयी दरों को 120 (एक सौ बीस) दिन तक वैध रखा जायेगा।
5. मेरे द्वारा दिये जा रहे विभिन्न प्रमाण पत्र जैसे पंजीकरण प्रमाण पत्र, चरित्र प्रमाण पत्र, आयकर प्रमाण पत्र, जी.एस.टी. प्रमाण पत्र, बिड सिक्वोरिटी प्रमाण पत्र, सॉल्वेन्सी प्रमाण पत्र, बिड कैपिसिटी प्रमाण पत्र, अनुभव प्रमाण पत्र, टर्न ओवर प्रमाण पत्र (अर्थात Format-I से IX) आदि का प्रमाण पत्र तथा अन्य सुसंगत अभिलेख आदि मूल रूप में निविदा प्रपत्र के साथ अपलोड कर दिये गये हैं, जिनकी सत्यता प्रामाणित की जाती है।
6. मेरे विरुद्ध अपराधिक मुकदमों का विवरण निम्न प्रकार है। यहाँ पूरा विवरण दिया जाये।
  1. मुकदमा नम्बर .....
  2. धारायें .....
  3. थाना .....
  4. जनपद .....
7. न्यायालय (जहाँ मुकदमा चल रहा है) .....
8. मैं सी. एण्ड डी.एस., उ.प्र. जल निगम अथवा राज्य सरकार के अन्य विभागों द्वारा ब्लैक लिस्टेड ठेकेदार की श्रेणी में नहीं आता हूँ। मैं अपराधिक गतिविधियों, माफिया तथा गैंगेस्टर गतिविधियों और संगठित अपराध करने की गतिविधियों और असामाजिक कार्यों आदि में लिप्त नहीं हूँ। मैं माफिया और अपराधी नहीं हूँ। मेरा चाल-चलन, कार्य तथा आचरण उत्तम है।
9. मेरे विरुद्ध जनपद में तथा प्रदेश में कोई भी मुकदमा दर्ज नहीं है।
10. यदि ठेका प्राप्त करने के पश्चात मेरे विरुद्ध माफिया गतिविधियों/असामाजिक गतिविधियों व संगठित अपराधिक गतिविधियों में लिप्त होने के बारे में कोई शिकायत प्रमाणित पायी जाती है, अथवा मेरे द्वारा तकनीकी एवं वित्तीय क्षमता के सम्बन्ध में प्रस्तुत विवरण / प्रमाण पत्र असत्य पाया जाता है, तो सक्षम अधिकारी को यह अधिकार होगा कि वह मेरा ठेका/अनुबंध निरस्त कर दें। इस पर मुझे कोई आपत्ति नहीं होगी/मेरे द्वारा यदि विभाग/राज्य सरकार के विरुद्ध कोई अपराधिक कार्य किया जाता है अथवा सरकारी धन का गबन किया जाता है, तो सक्षम अधिकारी को यह अधिकार होगा कि वह मेरे विरुद्ध अपराधिक मुकदमा सुसंगत धाराओं/ नियमों के अन्तर्गत दर्ज कर दें।
11. मैं अनुबंध की शर्तों के अनुसार समय से पूरी गुणवत्ता के साथ तथा निर्धारित विशिष्टियों के अनुरूप कार्य पूरा करूंगा और विभाग को पूरा सहयोग प्रदान करूंगा।
12. मेरा कार्य एवं आचरण उत्तम हैं।
13. मैं शपथपूर्वक घोषणा करता हूँ कि मेरा स्थाई पता और अस्थायी पता निम्न प्रकार है -
  - (अ) स्थाई पता (दूरभाष सहित) .....
  - (ब) अस्थायी पता (दूरभाष सहित).....
14. मैं शपथपूर्वक घोषणा करता हूँ कि उपरोक्त पते पर रहता हूँ तथा विभाग द्वारा प्रदान किये गये कार्य के पूरा होने तक मेरे किसी पते में सामान्यतः कोई परिवर्तन नहीं होगा यदि अपरिहार्य परिस्थितियों में किसी पते में परिवर्तन आता है तो इसकी सूचना मैं तत्काल संबंधित प्राधिकृत अधिकारी, और जिला मजिस्ट्रेट/ कलेक्टर को दूंगा।
15. मेरा पैन नं० ..... है। (आयकर विभाग द्वारा प्रदत्त प्रमाण पत्र संलग्न किया जाये)
16. मेरा आधार संख्या (प्रोपराईटर/पार्टनरशिप फर्मों हेतु).....(आधार कार्ड की स्वसत्यापित प्रति संलग्न की जाय)
17. मेरा जी.एस.टी. पंजीयन संख्या .....है।(पंजीयन प्रमाण पत्र की स्वसत्यापित प्रति संलग्न की जाय)
18. मैं अपनी पूर्ण जानकारी में पूरे होशों हवाश में स्वस्थ चित्त से पूरी सत्यनिष्ठा से तथा स्वेच्छा से यह शपथ-पत्र लिख कर दे रहा हूँ। ईश्वर मेरी मदद करें।

दिनांक :

शपथी का पूरा हस्ताक्षर

पूरा नाम-  
पता-

**नोट-**

1. यह स्वघोषणा शपथ पत्र रू0 100/- (रू0 एक सौ) के स्टाम्प पेपर पर नोटरी द्वारा सत्यापित कराते हुए दिया जायेगा, तथा शपथ पत्र के समस्त बिन्दुओं को समाहित किया जायेगा, अन्यथा निविदा अस्वीकार की जा सकती है।
2. असत्य शपथ-पत्र देना एक संगीन और संज्ञेय अपराध है।
3. संबंधित व्यक्ति द्वारा पासपोर्ट साइज का अपना रंगीन फोटोग्राफ, जो राजपत्रित अधिकारी द्वारा प्रमाणित हो, शपथ -पत्र के ऊपर निर्धारित स्थान पर चस्पा किया जायेगा।
4. Bidders from out side the State may translate the above format in English and submit the notarised affidavit, however the contents should remain the same.

## DECLARATION FORM I- D

(चरित्र प्रमाण पत्र)

Not Required

कार्यालय जिला मजिस्ट्रेट, .....

1. आवेदक का नाम श्री/श्रीमती.....
2. पिता/पति का नाम श्री .....
3. आयु.....
4. शैक्षिक योग्यता .....
5. व्यवसाय.....
6. पता- (अ) स्थाई पता दूरभाष सहित .....

राजपत्रित अधिकारी  
द्वारा प्रमाणित पासपोर्ट  
साइज का नवीनतम  
फोटोग्राफ चसपा किया  
जाय

(ब) अस्थाई पता दूरभाष सहित .....

7. अपराधिक मुकदमों का विवरण.....

(व्यक्ति के विरुद्ध जनपद में दर्ज मुकदमों, अपराधिक गतिविधियों और असामाजिक कार्यों का विवरण दिया जाय। यदि किसी न्यायालय में अपराधिक मुकदमा चल रहा है तो उसका विवरण भी दिया जाय। यदि लोक निर्माण विभाग अथवा राज्य सरकार के अन्य विभागों द्वारा ब्लैक लिस्टेड किया गया हो तो उसका विवरण भी दिया जाय। माफिया/गैंगेस्टर गतिविधियों एवं संगठित अपराधों में लिप्त व्यक्तियों के बारे में विशेष रूप से जांच करने के बाद ही प्रमाण-पत्र निर्गत किया जाय और इसका उल्लेख इस कालम में अवश्य किया जाय)

8. सामान्य ख्याति .....
9. प्रमाण-पत्र :-

मेरे द्वारा श्री .....के कार्य और आचरण तथा चरित्र के संबंध में पूरी तथ्यात्मक जानकारी कर ली गई है। इनके विरुद्ध अपराधिक मुकदमों की सूचना भी पुलिस से प्राप्त की गई है। सभी तथ्यों की जानकारी के पश्चात् में प्रमाणित करता हूँ कि श्री ..... का कार्य और आचरण तथा चरित्र उत्तम है और इनके लोक निर्माण विभाग में अथवा राज्य सरकार के किसी विभाग में ठेकेदार के कार्य करने पर सामान्यतः आपत्ति प्रतीत नहीं होती है।

दिनांक.....

हस्ताक्षर

जिला मजिस्ट्रेट/कलेक्टर

(मुहर सहित)

नोट:-

1. जिला मजिस्ट्रेट/कलेक्टर द्वारा यह प्रमाण-पत्र अपने स्वयं के हस्ताक्षर से निर्गत किया जायेगा। उसके स्थान पर किसी अन्य अधिकारी द्वारा प्रमाण-पत्र निर्गत नहीं किया जायेगा।
2. प्रमाण-पत्र देने के पूर्व वह आवश्यकतानुसार वरिष्ठ पुलिस अधीक्षक-पुलिस अधीक्षक/तहसीलदार /एस0डी0एम0/अपर जिलाधिकारी अथवा किसी अन्य अधिकारी से जाँच कराकर रिपोर्ट प्राप्त कर सकते हैं।
3. संबंधित व्यक्ति से स्वघोषणा शपथ-पत्र भी ले सकते हैं।
4. यह प्रमाण पत्र सामान्यतः दो वर्ष के लिए मान्य होगा। यदि इससे पूर्व कोई अपराधिक घटना होती है अथवा प्रार्थी के विरुद्ध कोई अपराधिक मुकदमा आदि दर्ज होता है या वह किसी संगठित अपराध में या माफिया गतिविधियों में या असामाजिक गतिविधियों में पकड़ा जाता है तो पुलिस विभाग का यह उत्तरदायित्व होगा कि इसकी सूचना वह जिला मजिस्ट्रेट/कलेक्टर तथा संबंधित विभाग के अधिकारियों को देगा और प्रमाण-पत्र तत्काल निरस्त किया जायेगा।
5. इन प्रमाण-पत्रों की प्रविष्टि जिलाधिकारी कार्यालय में तथा वरिष्ठ पुलिस अधीक्षक/पुलिस अधीक्षक कार्यालय में एक अलग रजिस्टर तममें विधिवत अंकित की जायेगी और निर्गत प्रमाण-पत्र की एक प्रमाणित फोटो प्रति रजिस्टर में अवश्य रखी जायेगी।
6. इस प्रमाण-पत्र के निर्गत करने अथवा निरस्त करने के संबंध में अन्तिम निर्णय संबंधित जिला मजिस्ट्रेट/कलेक्टर का होगा।
7. निर्गत प्रमाण-पत्र की एक कार्यालय प्रति, वीपीबम बचलद्ध वरिष्ठ पुलिस अधीक्षक/पुलिस अधीक्षक कार्यालय में अवश्य रखी जायेगी और एक अलग रजिस्टर में प्रविष्टि अंकित की जायेगी जिससे रिकॉर्ड रहे।
8. संबंधित व्यक्ति द्वारा पासपोर्ट साइज का अपना नवीनतम फोटोग्राफ, जो राजपत्रित अधिकारी द्वारा प्रमाणित हो, चरित्र प्रमाण-पत्र के ऊपर निर्धारित स्थान पर चसपा किया जायेगा।
9. दूसरे राज्यों/ केन्द्र शासित प्रदेशों के जिलाधिकारियों/डिप्टी कमिश्नर/ समकक्ष अधिकारी द्वारा सम्बन्धित प्रदेश में प्रचलित प्रारूप में निर्गत चरित्र प्रमाण पत्र भी मान्य होंगे।

**FORM-IL(A)**

**FINANCIAL INFORMATION**

Details to be furnished duly supported by Audited Balance sheets/profit & loss account for the previous 5 (Five) Financial years ending 31.03.2025 **duly certified by the Statutory Auditor** as submitted by the Bidder to the Income Tax Department.

**Banker**

Name of Banker-	
Address of Banker-	
Telephone	Contact name & Title
Fax	Email-

Sl. No.	Particulars	Financial Year				
1	Gross Annual Turnover on Construction works					
2	Profit/Loss					
3	Share Capital / Fixed Assets					
4	Net Worth					
5	Current liabilities: a)Book Cash credit b) Other sundry creditors					
6	Solvency					

Note-

- (1) The information provided above shall be certified by the Statutory Auditor of Firm and supported by copies of tax returns.
- (2) Permanent Account Number (IT):
- (3) Goods & Service Tax Registration Number.
- (4) Acknowledgement of Income Tax return:  
for the last 3 years. **(Enclose copies for the Last Three Years)**

**Signature of Chartered Accountant with Seal.**

**Signature of Bidder**

## FORMAT (II-B)

### SAMPLE FORMAT FOR SOLVENCY CERTIFICATE ON THE LETTER HEAD OF BANK

No. ....

Dated: .....

#### (On Letter Head of Bank)

This is to certify that to the best of our knowledge and information M/s /Sri .....address..... a customer of our bank are / is respectable and can be treated as good for any engagement up to a limit of Rs. .... (Rupees .....). This is also certified that this limit is free for work and is not mortgaged anywhere. This certificate is issued without any guarantee or responsibility on the Bank or any of the officers.

(Signature)

of the Bank Authority

Date :

Name of Bank & Seal

#### Note :

1. Solvency Certificate issued by any Schedule Commercial Bank shall be accepted, which will be valid for a period of 6 calender months from the date of issue unless otherwise mentioned.
2. In case of partnership firm, certificate to include names of all partners as recorded with the Bank.
3. Solvency Certificates should be signed, dated and stamped by an authorised signatory of the Bank, else they shall be summarily rejected.
4. Certificates issued more than 365 days prior to last date of bid submission shall not be accepted.

**FORM- III**

**DETAILS OF SIMILAR TYPE OF WORKS COMPLETED (In the same name and style)  
DURING LAST 10 YEARS.**

Sl. No.	Name of Work	Brief Scope of Work	Name of client Department/ Employer	Aggregated value of executed works <sup>1</sup> including cost of material supplied by the department. (Rs. in Lacs)	Scheduled dates of		Reasons of delay, if any
					Start of work	Completion of work	

**Note:** The attested photocopy of the experience certificate of the Engineer-in- charge not below the rank of Executive Engineer/Project Manager/ Project Head be appended with the detail. In the absence of these documents, the work would not be considered for eligibility criteria.

Signature of Bidder

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<sup>1</sup> Certified by an authority not below the rank of Executive Engineer/ Project Manager/ Project Head.

**FORM-IV**

**Information on Bid Capacity**

(NOT TO BE ASKED FOR OR EVALUATED)

**DETAILS OF WORKS WHICH ARE IN PROGRESS/ AWARDED AS ON THE DATE  
OF SUBMITTING THIS APPLICATION**

Sl No.	Name of work/Place and State	Brief Scope of work	Contract No. and Date	Name and Address of Employer	Value of Contract (Rs. in Lacs)	Stipulated date of start & completion	Value of works remaining to be completed (Rs. in Lacs)	Up to date Physical progress in % age	Anticipate date of completion with reasons of delay, if any.

Certified that all works (with any organisation and of all categories/types) which have either been awarded to us or are in progress on the date of bid submission have been included in the details given above and no work has been left out.

Signature of Bidder

**FORM – V**

**(SAMPLE FORM)**

**DETAILS OF TECHNICAL & ADMINISTRATIVE PERSONNEL TO BE EMPLOYED  
FOR THE WORKS**

<b>S. No.</b>	<b>Designation</b>	<b>Total number</b>	<b>Number available for this work</b>	<b>Name</b>	<b>Qualifica tion</b>	<b>Date of Birth</b>	<b>Experience in Yrs.</b>	<b>Remarks</b>
<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>
1	Graduate Eng. Civil							
2	Diploma Eng. Civil							
3	Diploma Eng. Electrical							
4	Work Supervisor							

Signature of Bidder

**EXPERIENCE OF WORKS (Govt. Works)**

**Name of work/project & location:**

Nature of work: **Civil:** Mention-Type of structure (RCC framed/ load bearing/Steel structure,) Nos., of floors, type of roofing etc. and other special features.

**Electrical:** Mention-Internal electrical installations,

**Others:**

Estimated cost:(Rs. Lacs) .....

Actual completion cost:(Rs. Lacs) .....

Date of start: .....

**Date of completion**

(i) Scheduled date of completion: .....

(ii) Actual date of completion: .....

Amount of compensation levied for delayed completion, if any:- .....

(if levy of compensation not yet decided, it may be mentioned accordingly)

Performance Report: Very Good/Good/Fair/Poor

Dated: Executive Engineer/ Project Manager or Equivalent

(Seal)

Note:- **The performance certificate should be clear and exhaustive enough to establish similarity with the work under Bid.**

**SAMPLE FORM (VI-B)**

**(On the letter head of the certificate issuing Firm/Company/Authority)**

**EXPERIENCE OF WORK (Work of Private Organisations)**

Certified that M/s .....(Name and address of firm) has executed and completed the following project as detailed below:-

Name of Project & Location:	
Scope of work: (Describe in brief) such as	
<b>(A) Civil:</b> Mention-Type of structure (RCC framed/ load bearing/Steel structure,) Nos., of floors, type of roofing etc. and other special features.	
<b>(B) Electrical:</b> Mention-Internal electrical installations,	
<b>(C) Others:</b>	
Cost of Project:	
MOU/Contract No. & date: (Attach copy)	
Contract Value ( in Rs. Lacs):	
Date of start:	
Completed Value ( in Rs. Lacs):	
Date of Completion:	
Time overrun: (if any, with reasons)	
Payments made to the Firm under the Scope of this project:	
Details of TDS against above payment. (attach form-16A)	
Performance Report:	Very Good/Good/Fair/Poor
Attach copy of final certified Bill.	

Dated:

**Project Head or Authorised Signatory**

(Seal)

**Note-**

- a) The Certificate should contain full address, land line number, e-mail address, fax numbers of Registered office & GSTIN No.of issuing authority on the letter pad of the company.
- b) The Certificate should also be supported by final bill (certified).
- c) Bidder should note that work experience certificate for on-going works shall not be considered for eligibility/evaluation.
- d) The performance certificate should be clear & exhaustive enough to establish similarity with the work under Bid.**

**FORM-(VII) (SAMPLE)**

**DETAILS OF CONSTRUCTION PLANT AND EQUIPMENT (LIKELY TO BE USED IN CARRYING OUT THE WORK) AVAILABLE WITH THE CONTRACTOR**

S.No	Name of equipment	Nos.	Capacity	Remarks
1	2	3	4	5
<b>Equipment for concrete work</b> 1. Concrete batching plant 2. Concrete pump 3. Concrete Mixer (Diesel) 4. Needle vibrator (electrical) 5. Needle vibrator (petrol) 6. Table vibrator (elect/petrol)				
<b>Equipment for building work</b> 1. Bar bending machine 2. Bar cutting machine 3. Drilling machine				
4. Cube casting moulds 5. Steel shuttering 6. Steel scaffolding 7. Grinding/polishing machines				
<b>Equipment for transportation</b> 8. Tippers 9. Trucks 10. Pump diesel 11. Pump Electric 12. Diesel Generators 13. Any other plant/equipment				

Signature of Bidder

**FORM – VIII (SAMPLE)**

LITIGATION HISTORY

Name of Bidder or Partner of a Firm:

Date of Award or filing (if in process)	Name of client, cause of litigation, and matter in dispute and name of claimant party	Contract value (Rs. In Lacs)	Disputed amount (Rs. In Lacs)	Actual awarded amount (Rs. In Lacs)	Award For or against Bidder

**Bidders including their partners** shall provide information on the history of the litigation or arbitration resulting from contracts executed or under execution during the last five (5) years.

Providing any false or misleading information, or hiding any information, may result in disqualification of the Bidder.

*In addition, each of the partners of the bidder shall certify that they are not banned by U.P. Jal Nigam/CPWD/PWD/MES/ OR any other Govt. agency.*

Signature of Bidder

**FORM-IX**  
**LETTER COMPRISING BID**

To,

.....  
Construction & Design Services,  
U.P.Jal Nigam, .....(U.P.)  
Sir,

**Name of Work:-**.....

1. Having examined the Press Note, Notice Inviting Tenders and bid document 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 and Addenda for percentage rate below/ percentage above/ at par as in the financial bid, as referred to in relevant clauses of Instructions to Bidder.
2. I/We confirm that our bid is according to the term & conditions and specifications laid down in the bid documents. I/we have furnished all information and details necessary for eligibility and have no further pertinent information to supply.
3. I/we also authorize employer or his representative to approach individuals, employers, firms and corporations to verify our competence and general reputation.
4. I/We undertake to commence the works on receiving the Notice to Proceed with work in accordance with the contract documents.
5. I/We agree to keep the offer in this tender valid for a period of 120 (One hundred and twenty) days as mentioned in the bid documents and not to modify the whole or any part of it for any reason within the above period. If the tender is withdrawn by me/us for any reason what so ever, the Earnest Money deposited by me/us will be forfeited by the Construction & Design Services, U. P. Jal Nigam and other actions in accordance with bid documents may be taken against me.
6. Further, I/We agree that in case of forfeiture of Earnest Money or Performance Guarantee as aforesaid, I/We shall be debarred for participation in the re-tendering process of the work.
7. I/we hereby distinctly and expressly declare and acknowledge that before the submission of my/our tender I/we have carefully followed the instructions in the tender document and that I/we have made such examination of the contract documents and of the plans, specifications and quantity, and of the location where the said work is to be done, and such investigation of the work required to be done and in regard to the materials required to be furnished as to enable me/us thoroughly understand the intention of the same and the requirements, covenants, agreements stipulations and restrictions contained in the contract and in the said plans and specifications and distinctly agree that I/we will not hereafter make any claim or demand upon Construction & Design Services, U.P. Jal Nigam based upon or arising out of any alleged misunderstanding or misconception, mistake on my/our part of the said requirements, stipulations, restrictions and conditions.

8. I understand that quantities given in Bill of Quantities in Schedule 'G' are liable to change upto any extent. I will not demand any compensation/cost on this account.
9. I/we have deposited and uploaded proof of EMD deposit for Rs. .... for the work.
10. If my/our tender is not accepted, this sum shall be returned to me/us latest within 30th day of award of contract. If my/our tender is accepted, the earnest money shall be returned to me/us on my/our entering into contract agreement duly furnishing performance/additional performance security deposit. If upon intimation being given to me/us by the Construction & Design Services, U. P. Jal Nigam of performance security/additional performance security deposit defined in Tender Document, I/we fail to deposit the same, then I/we agree to the forfeiture of the earnest money.
11. I/We undertake and confirm that eligible similar work(s) has/have not been got executed through another contractor on back to back basis. Further that, if such a violation comes to the notice of Department, then I/We shall be debarred for tendering in future forever. Also, if such a violation comes to the notice of Department before date of start of work, the Engineer shall be free to forfeit the entire amount of Earnest Money Deposit/Performance Guarantee/Additional Performance Guarantee.
12. Any notice required to be served on me/us if delivered to me/us personally or forwarded by post to me/us (registered) or left at my/our address given herein, such notice shall if sent by post, be deemed to have been served on me/us at the time when in due course of post it would be delivered at the address to which is sent.
13. I/we fully understand that the written agreement (to be entered into between me/us and the Construction & Design Services, U. P. Jal Nigam) shall be the foundation of the rights of both the parties and contract shall not be deemed to be complete until agreement has first been signed by me/us and then by the proper officer authorized to enter into contract on behalf of the Construction & Design Services, U. P. Jal Nigam.
14. I/we understand that you are not bound to accept the lowest or any bid you receive.

Encl: As above

Address with phone No.

Signature of Contractor/Tenderer  
Name-

Dated the ..... day of ..... 202

Signature of Witnesses:

Name and address :

**(AFFIDAVIT OF MANPOWER)**

**IMPORTANT :-**

- 1- This affidavit is to be furnished positively at the time of submitting the tender.
- 2- The affidavit is to be typed on stamp paper worth Rs. 100/- duly signed and notarized, affixing a revenue stamp of Rs. 2/- only and the expenditure incurred shall be borne by the tenderer.

**AFFIDAVIT FORM**

Tender invited by .....

Tender for .....

.....

Tender Notice No.& Date .....

Name of Tenderer .....

.....

In consideration of the C & D.S, U.P. JAL NIGAM having treated the bidder to be an eligible person, be considered, the bidder hereby agrees to the conditions that after award of tender all necessary Manpower (Engineer/Supervisor), Machinery and Vehicle as per details der Document, also to the condition that if, the bidder fails to comply the above necessary deductions as per terms & conditions mentioned in tender document can done Engineer-in Charge.

Signed this.....day of .....202...

Signed by :-

(BIDER)  
Signature & Seal

Witness :-

1.....

2.....

## FORMAT FOR POWER OF ATTORNEY FOR AUTHORISED SIGNATORY

### POWER OF ATTORNEY

(To be executed on non-judicial stamp paper Rs. 100 of the appropriate in accordance with relevant Stamp Act. The stamp paper to be in the name of the firm/ company who is issuing the Power of Attorney).

We, M/s. \_\_\_\_\_ (name of the firm/company with address of the registered office) hereby constitute, appoint and authorise Mr./Ms. \_\_\_\_\_ (Name and residential address) who is presently employed with us and holding the position of \_\_\_\_\_, as our Attorney to do in our name and our behalf all or any of the acts, deeds or things necessary or incidental to our bid for the work \_\_\_\_\_ (name of work), including signing and submission of application proposal, participating in the meetings, responding to queries, submission of information / documents and generally to represent us in all the dealings with C&DS, U.P. Jal Nigam or any other Government Agency or any person, in connection with the works including receiving payments, witness measurements, sign measurement books, compromise, settle, relinquish any claim(s) preferred by the firm and sign "No Claim Certificate" and refer all or any disputes to arbitration until culmination of the process of bidding till the Contract Agreement is entered into with C&DS, U.P. Jal Nigam and thereafter till the expiry of the Contract Agreement.

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

Dated this the \_\_\_\_\_ day of \_\_\_\_\_ 20

(Signature and name of authorized signatory)

\_\_\_\_\_

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

Seal of firm/ Company

Witness 1:

Witness 2:

Name:

Name:

Address:

Address:

Occupation:

Occupation:

Notes:

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

## **SECTION – 4**

### **PART-I**

### **CONDITIONS OF CONTRACT**

### **(GENERAL CONDITIONS OF CONTRACT)**

## Table of Clauses

Sl. No.	Description	Sl. No.	Description
<b>A.</b>	<b>General</b>	32.	Correction of Defects
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2.	Interpretations	<b>D.</b>	<b>Cost Control</b>
3.	Language and Law	34.	Bill of Quantities& Measurements
4.	Engineer's Decisions	35.	Variations
5.	Delegation	36.	Payments for Variations
6.	Communications	37.	Cash Flow Forecasts
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8.	Other Contractors	39.	Payments
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10.	Employer's and Contractor's Risks	41.	Tax
11.	Employer's Risks	42.	Currencies
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15.	Queries about the Contract data	46.	Securities
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17.	The Works to Be Completed by the Intended Completion Date	<b>E.</b>	<b>Finishing the Contract</b>
18.	Approval by the Engineer	48.	Completion
19.	Safety	49.	Inspection & Handing Over
20.	Discoveries	50.	Final Account
21.	Possession of the Site	51.	Submission of As Built Drawings
22.	Access to the Site	52.	Rights of Breach of Contract:
23.	Instructions	53.	Payment upon Rescission /Determination of the Contract
24.	Dispute Redressal System	54.	Property
25.	Arbitration	55.	Release from Performance
		56.	Escalation
<b>B.</b>	<b>Time Control</b>	<b>F.</b>	<b>Other Conditions of contract</b>
26.	Programme	57.	Labour
27.	Extension of the Intended Completion Date	58.	Compliance with Labour Regulations
28.	Delays Ordered be the Engineer	59.	Drawings and Photographs of the Works
29.	Management Meetings	60.	The Apprenticeship Act, 1961
<b>C.</b>	<b>Quality Control</b>	61.	Prohibition of Criminals
30.	Identifying Defects	62.	Prohibition of Members of Bar Council.
31.	Tests	63.	Prohibition on near relatives.

## General Conditions Of Contract

### A. GENERAL:

#### 1. Definition

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.

**Approved** means approved in writing, including subsequent written information of previous verbal approval and "Approval" means approval in writing including as aforesaid.

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

**Client** means the administrative department on whose behalf the Employers has agreed to execute under this contract.

**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 Consultant** shall mean consultant appointed by the department for preparation of comprehensive detailed project report of the project.

**The Contract** is the Contract between the Employer and the Contractor to execute, complete, and 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 who's Bid to carry out the Works 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 executed in accordance with the specifications and/or Contract.

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

**The Defects Liability Period** is one year calculated from the Completion and Handing over Date of the Works including at least one rainy season. Provided that, in event of different Defects Liability Periods being applicable to different sections or parts of the permanent works,

the expression Defects Liability Period shall, for the purposes of this contract, be deemed to mean the expiration of the latest of such periods.

**Drawings** means the drawings prepared and issued by the Consultant and referred to in the tender and specifications and any modifications of such drawings and such other drawings, calculations and technical information of a like nature as may, from time to time, be issued by the consultant.

**The Employer** is the party as defined in the Contract Data, who employs the Contractor to carry out the Works. 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.

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

**GST** shall mean Goods and Service Tax- Central, State and Inter State.

**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.

**Market Rate** shall be the rate as decided by the Engineer on the basis of the cost of materials and labour at the site where the work is to be executed plus 10% to cover, all overheads and profits etc. Provided that no extra overheads and profits shall be payable on the part(s) of work assigned to other agency(s) by the contractor as per terms of contract

**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 are available with the Detailed Project Report (DPR).

**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 specialized part of the construction work under the Contract.

**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 & hand over to the Client.

**The Works** shall, unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent and whether original, altered, substituted or additional.

## 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 component wise 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 component of the Works (other than references to the Completion Date and Intended Completion Date for whole of the Works).
- 2.3. The several documents forming the Contract are to be taken as mutually explanatory of one another, detailed drawings being followed in preference to small scale drawing and figured dimensions in preference to scale. 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.
- 2.4. In the case of discrepancy between the schedule of Quantities, the Specifications and/ or the Drawings, the following order of preference shall be observed:-
  - i. Description of Schedule of Quantities.
  - ii. Particular Specification and Special Condition, if any.
  - iii. Drawings.
  - iv. PWD Specifications.
  - v. CPWD Specifications.
  - vi. Indian Standard Specifications of B.I.S.

- 2.5. If there are varying or conflicting provisions made in any one document forming part of the contract, the Tender Accepting Authority shall be the deciding authority with regard to the intention of the document and his decision shall be final and binding on the contractor.
- 2.6. Any error in description, quantity or rate in Schedule of Quantities or any omission there from shall not vitiate the Contract or release the Contractor from the execution of the whole or any part of the works comprised there in according to drawings and specifications or from any of his obligations under the contract.
- 2.7. In case of errors, omissions and / or disagreement between written and scaled dimensions on the drawings or between the drawings and specifications, etc. the following order of precedence shall apply:
  - (i) Between scaled and written dimension (or description) on drawing, written dimension shall be adopted.
  - (ii) Between the written or shown description or dimensions in the drawings and the corresponding one in the specification, the former shall be taken as correct.
  - (iii) Between the written description of the item in the specifications and descriptions in the bill of Quantities of the same item, the latter shall be adopted.
- 2.8. Between the duplicate / subsequent copies of the tender and original tender, the original tender shall be taken as correct.
- 2.9. All documents forming the Contract are to be taken as mutually explanatory of one another. But in case of ambiguity or discrepancies in conditions or specifications the same shall be explained and adjusted by Engineer. In case the Contractor does not agree with the explanation given by the Engineer, then the matter, on his written notice, will be referred to the Employer and his decision shall be final and binding to the contractor.
- 2.10. In all cases of omissions and for doubts or discrepancies in any of the items or specifications, a reference shall be made to the Engineer. Elucidation, elaboration or decision of the engineer shall be considered as authentic. The Contractor shall be held responsible for any error that may occur in the work through lack of such reference and precaution.
- 2.11. Any dispute arising due to typing mistakes/ omissions in the document shall be mutually discussed between Contractor and Engineer and the decision of the Engineer will be final and binding on the contractor in the matter.

### **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.

## **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 3- Form IX 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.

## **7. Subcontracting:**

- 7.1. The contractor may, on written approval of Engineer, subcontract specialized part of the construction work with the approval of the Engineer in writing, up to total of 25% of the contract price but will not assign the Contract. Subcontracting shall not alter the contractor's obligations. Payments for such sub-contracted works will be made to the Contractor as per terms of the contract.
- 7.2. Beyond what has been stated in clause 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 Engineer 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 Engineer. 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 will satisfy himself before approving sub-contracting of specialized part of the work whether -
  - a) The nature of specialized work warrants 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.

## **8. Other Contractors:**

- 8.1. If in a particular site more than one contractor is working, the contractor shall, in a most harmonious way, co-operate and share the site with other contractors, public authorities and the employer.

- 8.2. The contractor should take up the work in a manner as decided by the Engineer to ensure there is least hindrance to the smooth flow of materials 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 work 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 Govt. officer who has worked in any Engineering Department/PSU/Nigam of the State Government and has either not completed two years after the date of retirement or has not obtained appropriate permission for employment with the Contractor.
- 9.4. The contractor shall not be permitted to bid for works under supervisory control of General Manager and Project Manager concerned who is responsible for execution of contracts, in which his near relative is posted. He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any officer in the C&DS. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of C&DS and make him liable for black listing.
- 9.5. If the contractor fails to employ personnel as specified in the Contract Data, recovery shall be made at the rates specified in the Contract Data.

**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 Risks:**

The Employer is responsible for the excepted risks which are 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.

**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: (Applicable for cost of work put to bid being more than Rs. 40.00 Lacs)**

13.1. The Contractor at his cost shall provide insurance cover issued by a public sector general insurance company, in the joint names of the Employer and the Contractor, valid from the Start Date to the end of defect liability period, for the following events which are due to the Contractor's risks:

- a) **Contractor's All Risk Insurance:** The Contractor shall insure the work for a sum equivalent to the Contract value together with materials and plants for incorporation therein, to the full replacement cost and it being understood that such insurance shall provide for compensation to be payable to rectify the loss or damage incurred and an additional sum of 15% of such replacement cost to cover any additional costs of and incidental to rectification of loss or damage including professional fees and the cost of demolishing and removing any part of the work and of removing debris of whatever nature and it being understood that such insurance shall provide for compensation being payable to rectify loss or damage incurred or such additional sums as specified and interests of the C&DS/Client against all Risks, claims, proceedings, losses or damages, costs, charges and expenses from whatsoever arising out of in consequence of the execution and maintenance of the work for which the contractor is responsible under the Contract.
- b) **Workmen Compensation & Employer's Liability Insurance:** This insurance shall be effected for all the Contractor's employees engaged in performance of the contract. The C&DS/Employer/Client shall not be liable in respect of any damages or compensation payable at law in respect of or in consequence of any accident or injury to any workman or any other person employed by the contractor and the Contractor shall indemnify and keep indemnified the C&DS/Employer/Client against all such damages and compensation and against all claims, demands, proceedings, costs, charges & expenses, whatsoever in respect of or in relation thereof.
- c) **Third Party Insurance.** The Contractor shall be responsible for making good to the satisfaction of the Engineer any loss or any damage to all structures and properties belonging to the C&DS, U.P. Jal Nigam / Client or being executed or procured or being procured by the C&DS, U.P. Jal Nigam / Client Department or of the other agencies within the premises of all work of the C&DS, U.P. JAL NIGAM / Client if such loss or damage is due to fault and or the negligence or willful acts or omissions of the contractor, his employees, agents, representatives.
- d) The contractor shall take sufficient care in moving his plants, equipment and materials from one place to another so that they do not cause any damage to any person or to the property of the C&DS, U.P. Jal Nigam / Client Department or any third party including overhead and underground cables and in the event of any damage resulting to the property of the C&DS, U.P. Jal Nigam / Client Department or to a third party during the movement of the aforesaid plant, equipment or materials, the cost of such damages including eventual loss of production, operation or services in any plant or establishment as estimated by the C&DS, U.P. Jal Nigam/Client

Department or ascertained or demanded by the third party, shall be borne by the contractor.

- e) Before commencing the execution of the work, the contractor, shall insure and indemnify and keep the C&DS, U.P. Jal Nigam / Client Department harmless of all claims, against the contractor's liability for any materials or physical damage, loss or injury which may occur to any property, including that of the C&DS, U.P. Jal Nigam / Client Department or to any person including any employee of C&DS, U.P. Jal Nigam/ Client Department, or arising out of the execution of the work or in the carrying out of the contract, otherwise than due to the matters referred to in the provision to (a) above. Such insurance shall be affected for an amount sufficient to cover such risks. The terms shall include a provision whereby, in the event of any claim in respect of which the contractor, would be entitled to receive/indemnify under the policy being brought or made against the C&DS, U.P. Jal Nigam, Client Department, the insurer shall willfully indemnify C&DS, U.P. Jal Nigam / Client Department against such claims and any costs, charges and expenses in respect thereof.
- f) The contractor shall also at all times indemnify the C&DS, U.P. Jal Nigam / Client Department against all claims, damages or compensation under the provisions of Payment or Wages Act, 1936, Minimum Wages Act, 1948, Employer's Liability Act, 1938, the Workman's Compensation Act, 1947, Industrial Disputes Act, 1947 and Maternity Benefit Act, 1961, or any modification thereof or any other law relating thereof and rules made there under from time to time.
- g) The Contractor shall also at his own cost carry and maintain any and all other insurance(s) which may be required for the Contractor's Equipment and other things brought onto the Site by the Contractor, for a sum sufficient to provide for their replacement at the Site
- h) The Contractor shall also at his own cost carry and maintain any and all other insurance(s) which he may be required to take out under any law or regulation from time to time. He shall also carry and maintain any other insurance, which may be required by the Engineer.
- i) **Cross liabilities:-** The insurance policy shall include a cross liability clause such that the insurance shall apply to the contractor and to the C&DS, U.P. Jal Nigam/ Client Department as separate insured.

13.2. The Contractor shall prove to the Engineer-in- charge from time to time he has taken out all the insurance policies referred to above and has paid the necessary premiums for keeping the policies alive till expiry of the Defects Liability Period;

**13.3. Evidence and Terms of Insurance:**

The Contractor shall provide evidence to the Engineer as soon as practicable after the respective insurance have been taken out but in any case prior to the start of work at the Site that insurance required under the Contract have been effected and shall, within 84 days of the Commencement Date, provide the insurance policies to the C&DS, U.P. JAL

NIGAM/Client Department. When providing such evidence and such policies to the C&DS, U.P. JAL NIGAM/Client Department, the Contractor shall notify to the Engineer also. Such insurance policies shall be consistent with the general terms agreed prior to the issue of the Letter of Acceptance. The Contractor shall effect all insurance for which he is responsible with insurers and in terms approved by C&DS, U.P. Jal Nigam.

**13.4. Adequacy of Insurance:**

The Contractor shall notify the insurers of changes in the nature, extent or programme for the execution of the Works and ensure the continuity and adequacy of the insurance at all times in accordance with the terms of the Contract and shall, when required, produce to the Consultant the insurance policies in force and the receipts for payment of the current premiums.

13.5. The aforesaid insurance policies shall provide that they shall not be cancelled till the Engineer-in-charge has agreed for cancellation.

**13.6. Remedy on the contractor's failure to insure:**

If the contractor shall fail to effect and keep in force the insurance referred to above or any other insurance which he/they may be required to effect under the terms of the contract then and in any such case Engineer may without being bound to, effect and keep in force any such insurance and pay such premium or premiums, as may be necessary for that purpose and from time to time deduct the amount so paid by the Engineer from any moneys due or which may become due to the contractor or recover the same as a debt due from the contractor.

**13.7. Compliance with Policy Conditions:**

In the event that the Contractor fails to comply with conditions imposed by the insurance policies effected pursuant to the Contract, the Contractor indemnifies the C&DS, U.P. Jal Nigam/Client Department against all losses and claims arising from such failure.

13.8. Insurance policies and certificates for insurance shall be delivered by the Contractor to the Engineer for the Engineer's approval before the Start Date. All such insurance shall provide for compensation to be payable in Indian Rupees.

13.9. The Alterations to the terms of insurance shall not be made without the approval of the Engineer. Both parties shall comply with any conditions of the insurance policies.

**14. Site Investigation Reports:**

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 commission & hand over the Works in accordance with the Specifications and Drawings.

- 16.2. The contractor shall construct the works by adopting latest and environment friendly technology required to ensure the quality of works as per specifications. The contractor shall deploy the equipment and machinery as given in Contract Data.
- 16.3. The contractor shall supply at his own cost all labour, skilled and un-skilled and all things necessary (except such special things, if any, as may in accordance with the specifications be supplied from the Engineer's stores) such as plants, tools, appliance, implements, ladders, cordage, tackle, scaffolding, shoring, strutting, pumps boilers, fuel oils, packing, derricks, boring tools winches and power as well as all other apparatus and temporary works requisite or proper for the proper execution of the work, whether original, altered or substituted and whether included in the specification or other documents forming part of the contract or referred to in those conditions or not which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer as to any matter as of which under these conditions he is entitled to be satisfied, or which he is entitled to require together with carriage here to for and from the works. The contractor shall also supply without charge the requisite number of persons and things necessary for the purpose of setting out the works, and counting, weighing and assisting in the measurement and examination at any time and from time to time, the work done, or materials, supplied by him. Failing his doing so the same may be provided by the Engineer at the expense and risk of the contractor and the expense (of which the certificate of the Engineer shall be final) may be deducted from any money due to contractor under this contract or from his security deposit. The contractor shall also provide at his own expense all necessary fencing and lights required to protect the public from accident and shall assume all liability for and indemnify the Employer against all actions or suits arising out of or in connection with the carrying out the works whether such actions are brought by members of the public neighboring owners or workman employed on the works save only actions for permanent interference with easements to which the site may be subject at law or inequity or otherwise arising out of the Employer's title to the site. The contractor shall carrying out the works other legal enactments applicable to them and gives all notice and pay all fees payable to local authorities and others in respect of them. The contractor shall be responsible for the adequacy, strength and safety of all shoring, strutting, curbing, bonding, brick work, masonry, concrete, permanent or temporary, appliances, matters and things furnished by him for the purpose of this contract.
- 16.4. The description given in the schedule of quantities shall, unless otherwise stated, be held to include wastage of materials, cartage and carriage, carrying and return of empties, hoistings, shaping, fitting and fixing in position and all other labour necessary in and for the full execution and completion of the works as aforesaid and in accordance with good practice and recognized principles.

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

- 17.1. Time is essence of the Contract. The Contractor shall 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.

**19. Safety:**

- 19.1. The Contractor shall be responsible for the safety of all materials and 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.

**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 Client.

**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 arise in connection with or arising out of this Contract or the execution of 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 Work is already

in progress, the Contractor shall proceed with the execution of the Works 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. Parties, before or at the time of appointment of Arbitral Tribunal may agree in writing for fast track arbitration as per the Arbitration and Conciliation Act, 1996 (26 of 1996) as amended in 2015.

25.3. If neither party refers the dispute to Arbitration within the above 28 days, the Competent Authority's decision will be final and binding.

25.3.1. It is a term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed, if any, in respect of each such dispute along with the notice for appointment of arbitrator and giving reference to the decision of the Competent Authority.

25.3.2. It is also a term of this contract that member (s) of the Arbitration Tribunal shall be a working/retired Chief Engineer Level (II/I) of U P Jal Nigam with experience in handling public works engineering contracts. This shall be treated as a mandatory qualification to be appointed as arbitrator.

25.4. The Arbitration shall be conducted in accordance with the following procedure, in case Initial Contract Price is more than Rs. **100.00** Crore:-

a) In case on 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 Director, C&DS, U P Jal Nigam.

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 he shall be appointed by Director, C&DS, U P Jal Nigam.

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.

- 25.5. Where the Initial Contract Price as mentioned in the Acceptance Letter is Rs. 100.00 Crore and below, disputes and differences in which an Adjudicator/Competent Authority 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, he shall be appointed by Director, C&DS, U P Jal Nigam.
- 25.6. Arbitration proceedings shall be held at Lucknow (U.P.), India or such place as may be fixed by the Arbitral Tribunal in consultation with both the parties. Failing any such agreement, the Arbitral Tribunal shall decide the venue. The language of the arbitration proceedings shall be English or as decided by the Arbitrator/ Tribunal. However language that of all documents and communications between the parties can be English or Hindi.
- 25.7. 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 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 of 60 Days or 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. **Record of Hindrance-** Contractor shall be liable to inform within seven day from the event of any hindrance in work due to the circumstances beyond his control, delay in issue of stores with regard to materials needed immediately during the progress of work, 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 in the following form prescribed below which will become the part of agreement.

Date &Letter No. of contractor on starting the hindrance	Date of start of hindrance	Date of end of hindrance	Nature and details of hindrance	Remarks and recommendation	Sign. of P.M. allowing the hindrance
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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.

**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.
- 27.2. The Engineer shall decide whether and by how much time to extend the Intended Completion Date within 60 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. Non application by the contractor for extension of time shall not be a bar for giving fair and reasonable extension by the Employer and his decision shall be binding on the contractor.
- 27.3. However, such extension/extensions of the Intended Completion Date may, at the discretion of the Employer, be subject to approval by Client Department.
- 27.4. The time available for completion of work, as determined by such extended completion date under clauses 27.1 to 27.3 shall be of essence and shall be adhered religiously.

**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 totaling 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.
- 30.2. If during construction or after construction, Client/ Government orders inspection by TAC or any other agency of the works and the final bills of the contractor including all supporting vouchers, abstract, etc., 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 Employer to recover the same from him in the manner prescribed in this contract 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 Employer to the contractor, without any interest thereon whatsoever. Provided that the Employer shall not be entitled to recover any sum over paid, nor the contractor shall be entitled to payment of any sum paid short where such payment has been agreed upon between the Engineer on the one hand and the contractor on the other under any term of the contract permitting payment for work after assessment by the Engineer.
- 30.3. **Contractor Liable for Damages, Defects during defect liability period:** If the contractor or his working people or servants shall break, deface, injure or destroy any part of building in which they may be working, or any building, road, road kerb, fence, enclosure, water pipe, cables, drains, electric or telephone post or wires, trees, grass or grassland, or cultivated ground contiguous to the premises on which the work or any part is being executed, or if any damage shall happen to the work while in progress, from any cause whatsoever or if any defect, shrinkage or other faults appear in the work within twelve months of handing over of the project arising out of defect or improper materials or workmanship the contractor shall upon receipt of a notice in writing on that behalf make the same good at his own expense or in default the Engineer may cause the same to be made good by other workmen and deduct the expense from any sums that may be due or at any time thereafter may become due to the contractor, or from his security deposit or the proceeds of sale thereof or of a sufficient portion thereof. If any amount still remains unrecovered the same shall be treated as a debt due and will be recovered as per law. **The**

**security deposit of the contractor shall not be refunded before the expiry of defect liability period of twelve months after handing over of work to Client/ Government, or till the final bill has been prepared and passed whichever is later.**

30.4. The Contractor shall be responsible for safety of assets so created till the completed work has been duly handed over to the Client.

### **31. 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 equipments as specified in the Contract Data. The contractor shall be solely responsible for :
- a. Carrying out the mandatory tests prescribed in the latest CPWD Specifications, Volume-I & II and UPPWD Scheduled Specifications.
  - 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 Specification or to carry out these tests from independent laboratories (NABL Accredited / Govt. Technical Institutes or otherwise) to ensure proper quality control, the Contractor shall pay for the test including transportation costs thereon and any samples.
- 31.3. The contractor shall ensure quality control measures on different aspects of construction including materials, workmanship and correct construction methodologies to be adopted. He shall have to submit quality assurance programme within two weeks of the award of work. The quality assurance programme should include method statement for various items of work to be executed along with check lists to enforce quality control.
- 31.4. The contractor shall get the source of all other materials, not specified elsewhere in the document, approved from the Engineer. The contractor shall stick to the approved source unless it is absolutely unavoidable. Any change shall be done with the prior approval of the Engineer for which tests etc. shall be done by the contractor at his own cost. Similarly, the contractor shall submit brand/ make of various materials as specified in list of preferred makes and which are proposed to be used for work, for the approval of the Engineer along with samples and once approved, he shall stick to it.
- 31.5. 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.
- 31.6. **Third Party Quality Control/Assurance:** Third part quality control/assurance may be conducted by Employer by IIT/NIT/ Government Engineering College/Government Institutes or any other Empanelled agency at least once in three months. The contractor has to provide all necessary assistance and has to submit compliance report within targeted time frame. All expenditure for Third part quality control/assurance shall be borne by the contractor unless specifically reimbursed by the Client Department separately.

### **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 after Completion & Handing over of the Works to the Client. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.
  - 32.1.1.1. 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.
  - 32.1.1.2. The Defect rectification shall be considered as addressed properly subject to Engineer's as well as Client's satisfaction.
- 32.2. The Engineer may at his discretion follow RFI (Request for Inspection) system for execution of work.

### **33. Uncorrected Defects:**

- 33.1. If it shall appear to the Engineer or his subordinate in charge of the work that any work or part has been executed with imperfect or unskilled workmanship or with materials of any inferior description or that any materials or articles provided by the contractor for the execution of the works are unsound or of a quality inferior to that contracted for 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, forth-with rectify, remove demolish 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 proper charge and cost, and in the event of his failing to do so within a period to be specified by the Engineer in his demand aforesaid, then the contractor shall be liable to pay compensation at the rate of one percent or such smaller amount as the Employer (whose decision in writing shall be final) may decide on the amount of the cost of the whole work for every day not exceeding ten days, while his failure to do so shall continue, and in case of any such failure the Engineer may rectify remove, demolish and reconstruct the works, or remove and replace with others, the material or articles complained of as the case may be at the risk and expense in all respects of the contractor and such expenses may be deducted from such sum as may be due to the contractor or may become due to him and from his security deposit. A certificate by the Engineer as to the amount of the expenses incurred shall be final and binding upon the contractor.

## **D. COST CONTROL:-**

### **34. Bill of Quantities and Measurement of Work Done:**

- 34.1. The Bill of Quantities shall contain items for the construction, installation, testing, and commissioning, 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 subject to the adjustment as per quoted percentage rates. The quantities mentioned in Schedule 'G' may vary on either side upto any extent for which no claim whatsoever shall be entertained.

- 34.3. All measurements and levels shall be taken jointly by Engineer or his authorized representative 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 Engineer and the contractor or their representatives, in token of their acceptance. 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.
- 34.4. If for any reason the contractor or his authorized representative is not available and the work of recording measurements is suspended by the Engineer or his representative, the Engineer 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 Engineer or his representative shall be deemed to be accepted by the Contractor.
- 34.5. The contractor shall, without extra charge, provide all assistance with every appliance, Labour and other things necessary for measurements and recording levels.
- 34.6. Except where any general or detailed description of the work expressly shows to the contrary, measurements shall be taken in accordance with the procedure set forth in the specifications notwithstanding any provision in the relevant Standard Method of measurement or any general or local custom. In the case of items which are not covered by specifications, measurements shall be taken in accordance with the relevant standard method of measurement issued by the Bureau of Indian Standards and if for any item no such standard is available, then a mutually agreed method shall be followed.
- 34.7. The Engineer or his authorised representative may cause either themselves or through another officer of the department to check the measurements recorded jointly or otherwise as aforesaid and all provisions stipulated herein above shall be applicable to such checking of measurements or levels.
- 34.8. It is also a term of this contract that recording of measurements of any item of work in the measurement book and/or its payment in the interim, on account or final bill shall not be considered as conclusive evidence as to the sufficiency of any work or material to which it relates nor shall it relieve the contractor from liabilities from any over measurement or defects noticed till completion of the defects liability period.
- 34.9. **Notice to be given before work in covered up:** The contractor shall give not less than seven days' notice in writing to the Engineer, or his duly authorized person for recording the measurement of any work, in order that the same may be measured, and correct dimensions thereof be taken before the same is so cover up or place beyond the reach of measurement. If any work shall be covered up or placed beyond the reach of measurement

without such notice having been given or consent obtained, the same shall be uncovered at the contractor's expenses and no payment or allowance shall be made for such work or the materials with which the same was executed.

### **35. Variations:**

35.1. The Engineer shall, having regard to the scope of the Works and the sanctioned estimated cost, have power to order, in writing, variations within the scope of the Works he considers necessary or advisable during the progress of the Works. Such Variations shall form part of the Contract and the Contractor shall carry them out and include them in updated 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/supplement items are specified in Bill of Quantity, the contractor 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/Supplement items 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/Supplement items 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, which shall include invoices, vouchers etc. and manufacturer's specifications for the work failing which the rate approved by Engineer shall be binding. 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 standard engineering practices and the current schedule of rates of the district public works department/DSR. The decision of the Engineer on the rate so determined shall be final and binding on the Contractor.

36.4. **Lump Sum Provisions in Tender:** When the estimate on which a tender is made includes lump sum in respect of parts of the work, the contractor shall be entitled to payment in respect of the items of work involved or the part of the work in question at the same rates as are payable under this contract for such items, or if the part of the work in question is not, in the opinion of the Engineer capable of measurement, the Engineer may at his discretion pay the lump-sum amount entered in the estimate, and the certificate in writing of the Engineer shall be final and conclusive against the contractor with regard to any sum or sums payable to him under the provisions of the clause.

### **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:

- (a) 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 authorised by Employer. *For the purpose of payment the Contractor has to submit invoice prescribed under the GST act/rules showing incidence of GST as applicable on the date of invoice separately, failing which the Engineer may refuse to make payment.*
- (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.
- (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 Engineer shall endeavour to pay the Contractor the amounts he has certified within forty five 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.
- 39.4. The interim or running account bills shall be submitted by the contractor for the work executed on the basis of recorded measurements on the format as approved by the Engineer in triplicate along with soft copy of the bill on or before the date of every month fixed for the same by the Engineer. Engineer shall arrange to have the bill verified by taking or causing to be taken, where necessary, the requisite measurements of the work. In the event of the failure of the contractor to submit the bills, Engineer shall prepare or cause to be prepared such bills in which event no claims whatsoever due to delays on payment including that of interest shall be payable to the contractor. Payment on account of amount admissible shall be made by the Engineer certifying the sum to which the contractor is

considered entitled by way of interim payment at such rates as decided by the Engineer. The amount admissible shall be paid within forty five days after the day of certification of the bill by the Engineer or his authorized representative together with the account of the material issued by the department, or dismantled materials, if any along with all required supporting documents.

- 39.5. All such interim payments shall be regarded as payment by way of advances against final payment only and shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be rejected, removed, taken away and reconstructed or re-erected. Any certificate given by the Engineer relating to the work done or materials delivered forming part of such payment, may be modified or corrected by any subsequent such certificate(s) or by the final certificate and shall not by itself be conclusive evidence that any work or materials to which it relates is/ are in accordance with the contract and specifications. Any such interim payment, or any part thereof shall not in any respect conclude, determine or affect in any way powers of the Engineer under the contract or any of such payments be treated as final settlement and adjustment of accounts or in any way vary or affect the contract.
- 39.6. Pending consideration of extension of date of completion, interim payments shall continue to be made as herein provided without prejudice to the right of the department to take action under the terms of this contract for delay in the completion of work, if the extension of Intended Completion Date is not granted by the competent authority.
- 39.7. The contractor shall, after receiving his interim payment, clear all the dues of his labour/ material suppliers & produce a certificate/receipt on this account with next running bill, if the contractor does not clear these dues or unnecessarily delays the same, the Engineer at his discretion can make payments to these labour/ material suppliers directly. Any such payment shall be recovered from the contractor's bill.

#### **40. Compensation Events:**

- 40.1. The following shall be Compensation Events unless they are caused by the Contractor:
- (a) The Engineer orders a delay or delays exceeding a total of 30 days.
  - (b) The effects on the Contractor of any of the Employer's Risks.
- 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.

#### **41. Tax**

- 41.1. The rates quoted by the Contractor shall be deemed to be **exclusive of GST**, but shall be inclusive of all other levies, duties, royalties, octroi, cess (including labour cess), toll, taxes of Central and State Governments, local bodies and authorities as applicable on last stipulated date of receipt of tender including extensions if any. The Employer will perform such duties in regard to the deduction of such taxes at source as per applicable law.

The Contractor shall, while quoting his rates, take into account the Input Tax Credit available under the GST Act relevant to the input services/goods required for proper execution of the work under contract.

- 41.2. No adjustment i.e. increase or decrease shall be made for any variation in the rate of Labour Cess, or any other tax, levy or cess applicable on inputs.
- 41.3. The contractor shall deposit royalty and obtain necessary permit for supply of earth, sand, stones, kankar etc; from local authorities as per prevalent laws.
- 41.4. **Conditions for reimbursement of levy taxes if levied after receipt of tenders:**
- 41.4.1. Effect of variation in rates of Labour Cess or imposition or repeal of any other tax, levy or cess applicable on output of the works contract shall be adjusted on either side, increase or decrease. Provided for Labour Cess, or any other tax, levy or cess varied or imposed after the last date of receipt of tender including extensions if any, any increase shall be reimbursed to the contractor only if the contractor necessarily and properly pays such increased amount of taxes/levies/cess, provides copies of original deposit receipt **and** such increased amount is received by the Employer from Client/Govt. Provided further that such adjustment including any increase in GST shall not be made in the extended period of contract for which the contractor alone is responsible for delay as determined by the Employer.
- 41.4.2. The contractor shall keep necessary books of accounts and other documents for the purpose of this condition as may be necessary and shall allow inspection of the same by a duly authorized representative of the Employer and/or the Engineer and further, shall furnish such other information/document as the Engineer may require from time to time.
- 41.4.3. The contractor shall within a period of 30 days of the imposition of any such further tax or levy or cess give a written notice thereof to the Engineer that the same is given pursuant to this condition, together with all necessary information relating thereto.

## **42. Currencies**

- 42.1. All payments will be made in Indian Rupees.

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

- 43.1. Performance guarantee 10% of the contract cost will have to be submitted at the time of signing the contract in the form of FDR/Bank Guarantee from any scheduled commercial Bank. Alternatively on request of the contractor/firm Performance Guarantee @ 5% of contract cost will be accepted at the time of signing of the contract and rest 5% may be deducted from the initial running bill in a single deduction or at the rate of minimum 10% of the gross bill amount of running bill. However, in any case whole amount of balance performance guarantee shall be deducted within one year. When entire Performance security has been paid, half of it i.e 5% will be treated as Performance Security and balance 5% will be treated as Security Deposit and will be dealt as per following paras.
- 43.2. On the completion of the whole of the construction work & handing over of the project, half the total amount retained as Security Deposit will be repaid to the contractor without interest and half when the defect liability period has passed and the Engineer and Client

have certified that all defects notified by the Engineer to the contractor before the end of this period have been corrected.

- 43.3. The contractor shall submit additional performance security as described in NIT at the time of execution of contract bond. Such additional performance security will be repaid to the contractor when the construction work is completed as certified by the Engineer.
- 43.4. The performance security equal to the five percent of the contract price will be repaid to the contractor when the period 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 a *any Schedule Commercial Banks* in the name of the Employer or National Saving Certificates duly pledged in favour of the Employer or in the shape of Bank Guarantee substantially as per format annexed with the bid document and issued by any Schedule Commercial Bank, and valid till 45 days from the end of the Defect Liability Period on accumulations to a minimum of 2 percent of value of contract (not more than 3 instalments) unless it is the last instalment which may be lesser than 2 percent. ***However conversion in the shape of Bank Guarantee shall be permissible only when the amount to be converted is more than Rs. 5.00 Lacs (Rs. Five Lacs).***

#### **44. Liquidated Damages:**

- 44.1. The Contractor shall pay liquidated damages to the Employer at the rate per week stated in the Contract Data for the period that the Completion Date is later than the Intended Completion Date. Liquidated damages at the same rate shall be withheld if the Contractor fails to achieve the milestones prescribed in the Contract Data. 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. 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.
- 44.2. 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.
- 44.3. 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 the bill against work actually done.
- 44.4. 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 under the terms of this contract, 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 in fixed deposit receipt tendered by a scheduled commercial bank and endorsed in favour of the

Employer, any sum or sums which may have been deducted from, or raised by sale of his security deposit or any part thereof.

**45. Mobilisation Advance Payment (Applicable in case the contract price is more than Rs. 5.00 crores):**

- 45.1. Provision will be made to give interest free mobilization advance to the firms on contracts costing more than Rs. 5.00 crore and it can be given on the request of the concerned contractor as per the terms & conditions of the tender documents. After execution of the contract a maximum of 10% of the contract cost, but in two equal instalments against the bank guarantee of 100% is payable after verification of the bank guarantee. The recovery of which will be done as per the terms & conditions of the tender documents. The Employer will make the advance payment to the contractor against submission by the Contractor of an unconditional Bank Guarantee substantially as per format annexed with the bid document issued by Schedule Commercial Bank, provided sufficient funds, to cover the amount, have been released by the Client Department.
- (a) Mobilization advance up to 10 percent of the contract price in minimum of two instalments.
  - (b) First instalment will be payable on execution of the agreement, and on the written request of the contractor.
  - (c) The second instalment shall be released on the request of the contractor only after:
    - (i) On construction of project office, procurement of necessary materials & equipments and deployment of required manpower on the construction site. The Engineer may demand production of such invoices, vouchers etc. to satisfy himself about proper utilisation of the amount so advanced, and
    - (ii) The work has actually been started and the contractor has submitted his written request.
- 45.2. The purpose for which the mobilization advance has been issued will be clearly recorded. If concerned work has not been completed in first quarter, in such a case 8% annual interest shall be recovered from the date of making the advance. If such work is not completed even after next quarter, in such a case bank guarantee shall be forfeited to recover entire mobilization advance with 8% annual interest.
- 45.3. If the contractor completes within six month the works for which mobilization advance has been given, in such a case entire mobilization advance shall be recovered from 7th month to 12th month from making the advance. No interest will be levied.
- 45.4. If the contract is terminated due to the default of the contractor, 8% compound interest calculated quarterly shall be charged.

**46. Securities including Performance Security :**

- 46.1. Performance guarantee 10% of the contract cost will have to be submitted at the time of signing the contract as described in para 43 above. **For avoidance of doubt, it is clarified that a performance bank guarantee of a lesser period shall not be accepted.**

- 46.2. Further, if the amount of work exceeds the tendered amount, due to change in scope of work or any other reason additional Performance Guarantee of 5% (Five Percent) (or as applicable) of the excess amount shall be provided by the contractor. Security deposit @ 5% on additional amount shall be recovered from running bills. Such entire amount will form part of contract as if the contract value has increased upto that extent.
- 46.3. The performance security as well as security deposit in the shape of N.S.C.s, FD.R.s, Bank Guarantees etc. will be accepted on the conditions that Employer will hold the deposit at the risk of the depositor and will not be liable in the event of the loss of the security due to failure of the bank or to any other cause and that the loss will fall on the depositor who will have to deposit fresh security.
- 46.4. Failure of the successful Bidder to comply with the requirements of Clause 46.1 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 C&DS for one year.

#### **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 Liability period shall be remedied by the Contractor at his cost if the loss or damage arises from the Contractor's acts or omissions.
- If the contractor or his workmen or servants shall break, deface, injure or destroy any part of a building in which they may be working or any building, road, fence, enclosure or grassland or cultivated ground continuous to the premises on which the work or any part of it is being executed, or if any damage shall happen to the work while in progress from any cause whatsoever or any imperfections become apparent in it within defect liability period shall have been given by the Engineer as aforesaid, the contractor shall make the same good at his own expense or in default the Engineer may correct the same and make good by other workmen and deduct the expense (for which the certificate of the Engineer shall be final) from any sums that may be then or at any time thereafter may become due to the contractor or from his security deposit.

#### **E. FINISHING THE CONTRACT:-**

##### **48. Completion of Construction::**

- 48.1. The contractor shall request the Engineer to issue a certificate of completion of the construction of the works, and the Engineer will do so upon deciding that the work is completed.

##### **49. Inspection & Handing Over:**

- 49.1. **Handing Over:** 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. The 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.

49.2. **Inspection:** All works under or in course of execution or executed in pursuance of this contract shall at all times be open to the inspection of the Engineer or his subordinate and the contractor shall all times during the usual working hours and at all other times of which reasonable notice of the intention of the Engineer or his subordinate to visit the works shall have been given to the contractor, either him- self be present to receive instructions or have a responsible agent duly accredited in writing , present for that purpose. Orders given to the contractor's agent shall be considered to have the same force as if they have been given to the contractor directly and will be considered as binding on the contractor.

#### **50. Final Account:**

- 50.1. The contractor shall supply to 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 or date of handing over of the project which ever is later. The Engineer shall issue a defect liability certificate and certify any payment that is due, to be 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 within 28 days of receiving the Contractor's revised account. The payment of final bill for construction of works will be made within 30 (Thirty) days thereafter.
- 50.2. In case the account is not received within the period as provided in clause 50.1 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 30 (Thirty) days thereafter.
- 50.3. The final bill shall be submitted by the contractor in the same manner as specified in interim bills. No further claims shall be made by the contractor after submission of the final bill and these shall be deemed to have been waived and extinguished. Payment of those items of the bill in respect of which there is no dispute for quantities and rates as approved by Engineer will as far as possible be made within the period of six months reckoned from the date of receipt of the bill by the Engineer or his authorised representative, complete with account of materials issued by the Department and dismantled materials along with all supporting documents.
- 50.4. **Payment in case Project Cost is more than Rs. 10 Cr:** In case cost of Project is more than Rs. 10 Cr, no bill shall be paid to the contractor after the release of 95% payment including 5% deduction from running bills for security deposit & the contractor is bound to complete the 100% work with no further payment or advances. Thereafter, the payment to contractor will be made against full & final bill submitted by the contractor only after completion & successful handing over of the project to client & release of balance withheld fund ( against quality assurance) to C&DS from the Client.

50.4.1. In no case payment will be made in excess of the funds received from client less contingencies & centage charges. Balance payment will be released as described in Para above.

50.5. Employer shall have the right to cause an audit and technical examination of the works and the final bills of the contractor including all supporting vouchers, abstract, etc., to be made after payment of the final bill and if as a result of such audit and technical examination any sum is found to have been overpaid in respect of any work done by the contractor under the contract or any work claimed to have been done by him under the contract and found not to have been executed, the contractor shall be liable to refund the amount of overpayment and it shall be lawful for Employer to recover the same from him in the manner prescribed in this contract 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 Employer to the contractor, without any interest thereon whatsoever.

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

#### **51. As Built Drawings:**

- 51.1. The Contractor shall supply "as built" Drawings by the dates stated in the Contract Data.
- 51.2. If the Contractor does not supply the Drawings 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. Rights of Breach of Contract:**

- 52.1. The Employer may rescind/determine 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:
  - 52.2.1. if the contractor 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.
  - 52.2.2. the Contractor is declared as bankrupt or goes into liquidation other than for approved reconstruction or amalgamation;
  - 52.2.3. the Engineer gives Notice that failure to correct/reconstruct or replace 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;
  - 52.2.4. the Contractor does not maintain a Security, which is required;

- 52.2.5. the Contractor has delayed the completion of the Works by the number of days for which the maximum amount of compensation/ liquidated damages can be paid, as defined in clause 44.1;
- 52.2.6. the Contractor fails to provide insurance cover as required under clause 13;
- 52.2.7. If the Contractor, in the judgment 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.
- 52.2.8. 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;
- 52.2.9. If the Contractor fails to set up a field laboratory with the prescribed equipment, within the period specified in the Contract Data;
- 52.2.10. If the Contractor fails to deploy machinery and equipment or personnel as specified in the contract Data at the appropriate time;
- 52.2.11. 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;
- 52.2.12. 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.
- 52.2.13. If the contractor shall offer or give or agree to give to any person in C&DS or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract with C&DS;
- 52.2.14. If the contractor being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if

circumstances shall arise which entitle the court or the creditor to appoint a receiver or a manager or which entitle the court to make a winding up order;

52.2.15. If the contractor assigns, transfers, sublets (engagement of labour on a piece - work basis or of labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or otherwise parts with or attempts to assign, transfer, sublet or otherwise parts with the entire works or any portion thereof without the prior written approval of the Engineer;

52.2.16. Any other fundamental breaches as specified in the Contract Data

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

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

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

The contractor shall be paid at contract rates, full amount for 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;

Employer shall have the option to take over contractor's materials or any part of thereof brought to site. For materials taken over by Employer, 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. Employer reserves the full right, without being liable for any damages or obligation, to get it executed separately.

52.6. **Termination of Contract on the Death of the Contractor:** Without prejudice to any of the rights or remedies under this contract, if the contractor dies, the Employer shall have the option of terminating the contract without compensation to the contractor.

52.7. Without prejudice to any of the rights or remedies under this contract, if the client/ Government withdraw the work from Employer due to any reason, at any stage of construction, the Employer shall have the option of terminating the contract without compensation to the contractor.

**53. Payment upon Rescission /Determination of the Contract:**

53.1. If the contract is rescinded (of which rescission notice in writing to the contractor under the hand of the Engineer shall be conclusive evidence) and in which case the security deposit of the contractor together with such sum or sums due to him under the contract shall stand forfeited and be absolutely at the disposal of the Employer.

53.2. If the Contract is determined 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. If the contract is Determined due to breach of contract the Engineer may call in other contractor, or employ daily labour to dismantle bad work if necessary (the bad work to be certified by the Engineer whose decision shall be final) and to renew and complete the said works and pay the cost of such contractor for daily labour and price of materials required for such dismantling, renewing and completion out of the said security deposit or such sum or sums as may be due to the contractor under this contract, and if such cost be more than the amount made up the security money and the sum or sums due to the contractor under this contract the difference between it and the sum made up by the security money and the balance due to the contractor as aforesaid shall be a debt due from the said contractor.

In the event of either of the above courses (under sub-clauses 53.1 or 53.3) being adopted by the Engineer, the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any agreements, or made any advance on account of, or with a view to the execution of the work or the performance of the contract. And in case the contract shall be rescinded under the provision aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work therefore actually performed under this contract, unless and until the Engineer shall have 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. Non-Exercise of Contractor Liability to Pay Compensation:**

54.1. In any case in which any of the powers conferred upon the Engineer by clause 53 thereof shall have become exercisable, the same shall not constitute a waiver of any of the conditions hereof, and such power shall notwithstanding be exercisable in the event of any

future case of default by the contractor for which by any clause or clauses hereof he is declared liable to pay compensation amounting to the whole of his security deposit and the liability of the contractor for past and future compensation shall remain unaffected. In the event of the Engineer putting in force either of the powers (Clause 53.1) or (Clause 53.3) vested in him under the preceding clauses, he may, if he so desires, take possession of all or any tools, plant, materials and store in or upon the or site thereof or belonging to the contractor or procured by him intended to be used for the execution of the work or any part thereof, paying or allowing for the same in account at prevailing market rates, such rates to be certified by the Engineer whose certificates thereof shall be final otherwise the Engineer may issue notice in writing to the contractor or his other authorized agents to remove such tools, plants, materials or stores from the premises (within a time to be specified in such notice, and) in the event of the contractor failing to comply with any such requisition, the Engineer may remove them at the contractor's expenses or sell them by auction or private sale on account of the contractor and at his risk in all respects, and the certificate of the Engineer as the expenses of any such removal, and the amount of the proceeds and expense of any such sale shall be final and conclusive against the contractor

#### **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.
- 55.2. In case, the work cannot be started due to reasons not within the control of the contractor within 1/6<sup>th</sup> of the stipulated time for completion of work or six months, whichever is later, either party may close the contract. In such eventuality, the Performance Guarantee of the contractor shall be refunded, but no payment on account of interest, loss or damages or any compensation for the work remaining unexecuted etc. shall be payable at all.

#### **56. Escalation:**

- 56.1. Payments shall be made subject to revision of the project and availability of funds received from the client (funds may be released in a phased manner) in no case expenditure will be made in the excess of 95% of funds received from client less contingencies, centage and other charges (till balance 5% fund withheld on account of completion of project is released by the Govt.). **However, in case of non-availability of fund from client**, if the completion of the project is delayed beyond the date as specified in the contract and due to this reason the cost revision is sanctioned and released by the government to C&DS, the claim of contractor (if any) may be considered by Engineer on work done/work to be done basis. Such compensation for escalation shall not be more than sanctioned by the government.

56.2. However if such escalation is not found to be justified by the Govt. the contractor shall be liable to complete the whole work without any compensation whatsoever.

#### **F. OTHER CONDITIONS OF CONTRACT:-**

##### **57. Labour:**

57.1. 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.

57.2. 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.

##### **58. Compliance With Labour Regulations**

58.1. 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.

58.2. 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.

58.3. Security Deposit of the work shall not be refunded till the contractor produces a clearance certificate from the Labour Officer. As soon as the work is virtually complete the contractor shall apply for the clearance certificate to the Labour Officer under intimation to the Engineer. The Engineer on receipt of the said communication shall write to the Labour Officer to intimate if any complaint is pending against the contractor in respect of the work. If no complaint is pending, on record till after 3 months after completion of the work and/or no communication is received from the Labour Officer to this effect till six months

after the date of completion, it will be deemed to have received the clearance certificate and the Security Deposit may be released if otherwise due.

**59. Drawings and Photographs of the Works:**

- 59.1. 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.
- 59.2. 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, except those permitted under clause 59.1, 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.

**60. The Apprentices Act 1961:**

- 60.1. 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.

**61. Criminals are prohibited from bidding:**

- 61.1. 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 **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.**
- 61.2. The bidder has to produce Solvency certificate, self-declaration affidavit (on the prescribed proforma which is attached with the bid document) etc., issued by the competent authority in original with bid document.

62. 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.**

## CONTRACT DATA TO GENERAL CONDITIONS OF CONTRACT

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

Sl. No.	Description		Clause Ref.
1.	<b>The Employer is:</b>	Er. D.P. Singh	Cl 1.1
	Designation:	Director, C&D.S. U.P. Jal Nigam, Lucknow	
	Name of Authorised representative:	Er. Pradeep Kumar Chaurasiya Chief General Manager (I) C&D.S. U.P. Jal Nigam, Lucknow.	
	Telephones: (off): Mobile: Fax No.: e-mail:	0522-2728988  0522-2788988 director@cdisupjn.org cgm1cdsupjn@gmail.com	
2.	<b>The Engineer is:</b>	Sri Shailendra Prakash, Project Manager, Unit-26, C&D.S. U.P. Jal Nigam, Lucknow.	Cl 1.1
	Address:	3/14, Vishal Khand, Gomti Nagar, Lucknow	
	Telephones: (off): Mobile: Fax No.: e-mail:	7388462442  pmunit26@gmail.com	
3.	The Intended Completion Date for the whole of the Works is:	As per NIT	Cl 1.1, 17 & 27
4.	The Site is located at:	District Lucknow	Cl 1.1
5.	The Start Date shall be _____ days after the date of issue of the Notice to Proceed with the work.	As per letter for date of start.	Cl 1.1
6.	The works shall, inter-alia, include the following, as specified or as directed:		
	<p><b>Building Works</b> Site clearance; setting out, provision of foundations, brick work, RCC work, flooring, doors, windows, plastering and painting, making of drains, water supply and sanitary works etc. as may be required to be carried out for completing the works in accordance with the Drawings and the provisions of the contract and to ensure safety.</p>		
7.	The following documents also form part of the Contract:		Cl 2.3(11)
		.....	
8.	(a) The law which applies to the Contract	Is the law of Union of India.	Cl 3.1

Sl. No.	Description		Clause Ref.
	(b) The language of the Contract documents is:	English	Cl 3.1
9.	The Schedule of Other Contractors is:	To be attached by PM if other contractors are working in same campus.	Cl 8.1
10.	The Technical Personnel for construction work are:		Cl 9.1,9.4

Technical Personnel	Number	Experience in Relevant Field	Rate at which recovery shall be made from the contractor in the event of non-fulfillment of requirements	Remarks

For Field Testing Laboratory:

Technical Personnel	Number
Diploma Civil or B.Sc.(PCM) having one year experience in field testing labs.	

11. Insurance as per Clause 13

Sl. No.	Description		Clause Ref.
12	Site investigation report	Available with the .....	Cl 14.1
13	The key equipments /machinery for construction of works shall be:	As below	Cl 16.2

Sl. No.	Name of equipment/machinery	Quantity

Sl. No.	Description		Clause Ref.
14	Competent authorities are:	1. For tendered cost less than Rs. 40.00 Lacs- an officer of the level of Chief General Manager, C&DS. 2. For For tendered cost more than Rs. 40.00 Lacs- Director, C&DS, U P Jal Nigam.	Cl 24.1
15	(a) The period for submission of the programme for approval of Engineer ..... days from the issue of Letter of Acceptance	Ten days	Cl 26.1
	(b) The updated programme shall be submitted at interval of ..... days.	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	Cl 26.3
16	The key equipment for field laboratory shall be :		Cl 31.1a

Sl. No.	Name of equipment	Quantity

Sl. No.	Description		Clause Ref.
17	No increase in rates of any items specified in Bill Of Quantities is allowed due to variation in quantities	Not allowed for any limit.	Cl 36.1
18	The authorized person to make payments is	Project Manager, Unit-26, C&DS, UP Jal Nigam, Lucknow.	Cl 39.2
19	(a) Milestones to be achieved during the contract period	(1) 1/8th of the value of entire contract work up to 1/4th of the period allowed for completion of construction (2) 3/8th of the value of entire contract work up to 1/2 of the period allowed for completion of construction (3) 3/4th of the value of entire contract work up to 3/4th of the	Cl 44.1

Sl. No.	Description		Clause Ref.
		period allowed for completion of construction	
	(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	
20	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.	As per Tender Document.	Cl 46.1
21	The date by which “as-built” drawings (in scale as directed) in 2 sets are required is within .....of issue of certificate of completion of whole or part of the work, as the case may be.	4 Weeks	Cl 51.1
22	The amount to be withheld for failing to supply “as-built” drawings	Rs. 50,000.00	Cl 51.2
23	(a) The period for setting up a field laboratory with the prescribed equipment is .....days from the date of notice to start work.	7 (Seven) days	Cl 52.2.9
	(b) The following events shall also be fundamental breach of contract:	“The Contractor has contravened Clause 7.1 and Clause-9 of Part I General Conditions of Contract.	Cl 52.2.16

## **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**

**PART-II**

**CONDITIONS OF CONTRACT**

**SPECIAL CONDITIONS OF CONTRACT**

## SPECIAL CONDITIONS OF CONTRACT

1. **Contractor to indemnify Employer against Patent Rights :**

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

2. **Unfiltered water supply:**

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

- i. That the water used by the contractor(s) shall be fit for construction purposes to the satisfaction of the Engineer.
- ii. The Engineer shall make alternative arrangements for supply of water at the risk and cost of contractor(s) if the arrangements made by the contractor(s) for procurement of water are in the opinion of the Engineer, unsatisfactory.

3. **Departmental water supply, if available:**

Water if available may be supplied to the contractor by the Department subject to the following conditions:-

- i. The water charges @ 1% shall be recovered on gross amount of the work done.
- ii. The contractor(s) shall make his/their own arrangement of water connection and lying of pipelines from existing main of source of supply.
- iii. The Department does not guarantee to maintain uninterrupted supply of water and it will be incumbent on the contractor(s) to make alternative arrangements for water at his/their own cost in the event of any temporary break down in the water main so that the progress of his/their work is not held up for want of water. No claim of damage or refund of water charges will be entertained on account of such break down.

4. **Changes in firm's Constitution to be intimated:**

Where the contractor is a partnership firm, the prior approval in writing of the Engineer shall be obtained before any change is made in the constitution of the firm. Where the contractor is an individual or a Hindu undivided family business concern, such approval as aforesaid shall likewise be obtained before the contractor enters into any partnership agreement where under the partnership firm would have the right to carry out the works hereby undertaken by the contractor. If previous approval as aforesaid is not obtained, the contract shall be deemed to

have been assigned in contravention of the terms of the agreement and action may be taken at the risk and the cost of the Contractor.

5. **Recovery of Compensation paid to workmen:**

In every case in which by virtue of the provision sub-section (1) of Section 12, of the Workmen's Compensation Act.1 923, Employer is obliged to pay compensation to a workman employed by the contractor, in execution of the works, Employer will recover from the contractor, the amount of the compensation so paid, and, without prejudice to the rights of the Employer under sub-section (2) of Section 12, of the said Act, Employer shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by Employer to the contractor whether under this contract or otherwise. Employer shall not be bound to contest any claim made against it under sub-section (1) of Section 12, of the said Act, except on the written request of the contractor and upon his giving to Employer full security for all costs for which Employer might become liable in consequence of contesting such claim.

5.1 In respect of all labour directly or indirectly employed in the work for the performance of the contractors part of this contract, the contractor shall at his own expense arrange for the safety provisions as per Safety Code framed from time to time and shall at his own expense provide for all facilities in connection therewith. In case the contractor fails to make arrangement and provide necessary facilities as aforesaid, he shall be liable to pay a penalty of Rs. 2000/- for each default and in addition, the Engineer shall be at liberty to make arrangement and provide facilities as aforesaid and recover the costs incurred in that behalf from the contractor. The contractor shall be completely held responsible for any mishap at site due to insufficient safety measures.

6. **Building to Remain free from unauthorised Occupation:**

It shall be the responsibility of the contractor to see that the building under construction is not occupied by anybody unauthorised during construction, and is handed over to the Client with vacant possession of complete building. If such building though completed is occupied illegally, then the Engineer shall have the option to refuse to accept the said building I buildings in that position. Any delay in acceptance on this account will be treated as the delay in completion and for such delay, a levy up to 5% of tendered value of work may be imposed by the Employer whose decision shall be final both with regard to the justification and quantum and be binding on the contractor. However, Engineer, through a notice, may require the contractor to remove the illegal occupation any time on or before construction and delivery.

7. **Engagement of agency for specialized works:**

Contractor has to **engage specialized agencies** for specialised items of works as mentioned in **Clause 2.20** of ITB. Only those specialised agencies/firms who have satisfactorily executed works as per following criteria during last 10 (Ten) years are eligible for the specialized works-

(a) Three similar works each costing not less than 30% of cost of this job in tender

Or

(b) Two similar works each costing not less than 40% of cost of this job in tender.

Or

(c) One similar work costing not less than 60% of cost of this job in tender.

Approval of the specialised agencies for each specialised work shall be obtained from the Engineer within one month of award of work. Even if, such specialised items of work shall be executed by the specialised 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.

8. Contractor has to provide reinforcement cover blocks made of approved proprietary pre packed free flowing mortars as per approved make by Employer.

9. **Security of Assets:**

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

10. **Site Office:**

10.1 **For projects of above Rs. 75.00Cr tender cost:**

10.1.1 The contractor has to provide, maintain and run free of cost six office rooms with three toilets as per drawing provided by Engineer for the purpose of site office for field staff of Employer (Approx. area 135 sqm) and one conference hall of capacity of fifteen (15) persons (Minimum Size 8.00mX4.50m) with one toilet for the purpose of holding meetings during the inspection of senior officers of Employer/third party/client department etc.

10.1.2 The contractor has to also make arrangement for furnishing of this site office as well as the conference hall with appropriate numbers of tables, chairs, conference table, ceiling fans, electric fittings, six nos. air conditioners, telephone, internet, photocopier, and two computers with one inkjet colour and one laser b/w printer and operators along with all consumables, regular electric supply (at no extra cost to the Employer) and purified drinking water facility and other furniture as per direction of Engineer. No extra payment on account of this shall be made to the contractor.

10.1.3 One room for storage of samples, of minimum area of 40 sqm. must also be constructed at site for keeping various material brought by the contractor at site and approved by the Engineer. No extra payment on account of this shall be made to the contractor.

10.1.4 All the above structures should be decent looking and shall be constructed, run and maintained, cleaned as per directions of Engineer.

10.1.5 All the above structures shall be demolished after completion of work and the dismantled material shall be the property of the contractor.

10.2 **For projects of between Rs. 20.00 Cr to Rs. 75 Cr tender cost:**

10.2.1 The contractor has to provide, run and maintain free of cost four office rooms with attached toilets as per drawing provided by Engineer for the purpose of site office for field staff of Employer (Approx.area 95 sqm).

- 10.2.2 The contractor has to also make arrangement for furnishing of this site office appropriate numbers of tables, chairs, ceiling fans, electric fittings, six nos. air conditioners, telephone, internet, photocopier, and one computer with laser printer and operator along with all consumables, regular electric supply (at no extra cost to the Employer) and purified drinking water facility and other furniture as per direction of Engineer. No extra payment on account of this shall be made to the contractor.
- 10.2.3 One room for storage of samples, of minimum area of 40 sqm. must also be constructed at site keeping various material brought by the contractor at site and approved by the Engineer. No extra payment on account of these shall be made to the contractor.
- 10.2.4 All the above structures should be decent looking and shall be constructed as per direction of Engineer.
- 10.2.5 All the above structure shall be demolished after completion of work and the dismantled material shall be the property of the contractor.
- 10.3 For **Projects** of less than Rs. 20.00 Cr tendered cost above requirements/facilities will be decided by the Engineer on case to case basis whose decision shall be final and binding on the Contractor.

## 11. **Vehicles:**

### 11.1 **For projects of above Rs. 75 crores tender cost:**

- 11.1.1 The Contractor shall provide, establish and maintain two powered taxi (four wheelers) registered vehicles with fuel, maintenance & driver holding commercial license (such as Innova or equivalent as per satisfaction of Engineer) & 2 nos. motorcycles (two wheelers) of minimum 175 c.c. engine capacity not older than one year, for Employer's site staff use on this project within 15 days of acceptance of tender.
- 11.1.2 The average running of each four wheeled vehicle shall be 3500 km/ month whereas for two wheeled vehicle this average running for each vehicle shall be 2000 km averaged on quarterly basis.
- 11.1.3 In case of non-compliance of the same, a penalty/recovery @ Rs. 60,000/- per month per four wheeled vehicle and @ Rs. 10000.00/- per two wheeled vehicle on pro rata daily basis shall be made from the contractor. In addition, the vehicles used by Engineer shall be adjusted from the contractor as per the Employer taxi charges.

### 11.2 **For Projects between Rs. 20.00 Cr to Rs.75.00 Cr tender cost:**

- 11.2.1 The contractor shall, within 15 days of acceptance of tender, provide one powered taxi registered vehicles with fuel, maintenance & driver holding commercial license, not older than one year (Sedan Vehicle such as Maruti Dzire, Honda Amaze or equivalent as per satisfaction of Engineer) for use of Employer's staff. The average running of the vehicle will be 3000 km/ month.

11.2.2 In case of non-compliance of the same penalty/ recovery @ Rs. 40,000/- per month may be made from the contractor on prorata daily basis. In addition, the vehicle to be used by Engineer shall be adjusted from the contractor as per the Employer taxi charges.

12. The contractor shall produce all original documents of Custom & other clearances of all the materials imported (if any) up to the quantity to be used for tendered work before use.
13. The contractor shall procure TMT bars of appropriate grade, as per design, from primary steel producers such as SAIL, Tata Steel Ltd, RINL, Jindal Steel & Power Ltd and JSW Steel Ltd or any other producer as approved by the Employer who are using iron ore as the basic raw material/input.
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.
15. 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. Reinforcement including authorised spacer bars and lap lengths shall be measured in length of different diameters, as actually (not more than as specified in the drawing) used in the work, nearest to a centimeter. Wastage and unauthorised overlaps shall not be measured.
17. 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.
18. The contractor (s) shall give to the Municipality, Police and other authorities all necessary notices etc. that may be required by law and obtain all requisite Licenses for temporary obstructions, enclosures etc. and pay all fee, taxes and charges which may be leviable on account of these operations in executing the contract. He shall make good any damage to the adjoining property whether public or private and shall supply and maintain light and other for cautioning the public at night.
19. Contractor shall provide permanent bench marks and other reference points for the proper execution of work and these shall be preserved till the end of work. All such reference points shall be in relation to the levels and locations, given in the drawings.
20. The contractor shall make his own arrangement for obtaining electric connection and make necessary payments directly to the department concerned.
21. 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.
22. The building 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.

23. 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.
24. It shall be ensured by the contractor that no electric live wire is left exposed or unattended to avoid any accidents in this regard.
25. 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.
26. 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.
27. If the work is carried out in more than one shift or during night no claim on this accounts shall be entertained.
28. 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.
29. 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.  
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.
30. 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.
31. 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.
32. 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.

33. The contractor shall conduct work so as not to interfere with or hinder the progress or completion of the work being performed by other contractor(s) or by the Engineer and shall as far as possible arrange his work and shall place and dispose of the materials being used or removed so as not to interfere with the operations of other contractor or he shall arrange his work with that of the others in an acceptable and coordinated manner and shall perform it in proper sequence to the complete satisfaction of others.
34. 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.
35. Samples of all materials and fittings to be used in the work in respect of brand manufacturer and quality shall be got approved from the Engineer, and shall be preserved till the completion of the work. Articles bearing BIS certifications mark shall only be used unless no manufacturer has got BIS mark for the particular material. Any material/fitting whose sample has not been approved and any other unapproved material brought by the contractor shall be immediately removed as soon as directed.

Unless otherwise specified in the schedule of quantities the rates for all items shall be considered as inclusive of pumping/baling out water, if necessary, for which no extra payment shall be made. Those conditions shall be considered to include water from any source such as inflow of flood, surface and sub-soil water etc. and shall apply to the execution in any season.

36. **Environmental Compliance:**

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

36.1 **Construction Vehicles, Equipment and Machinery:**

36.1.1 All vehicles, equipment and machinery to be procured for construction shall conform to the relevant Bureau of India Standard (BIS) norms.

36.1.2 Emission from the vehicles must conform to environmental norms.

36.1.3 Dust produced from the vehicular movement and other site activities is to be mitigated by sprinkling of water.

36.1.4 Noise limits for construction equipments shall not exceed 75dB(A), measured at one meter from the edge of the equipment in free area, as specified in the Environment Protection Act, 1986, schedule VI part E, as amended till date, The maximum noise levels near the construction site should be limited to 65dB (A) Leq (5 min) in project area.

36.2 **Construction Wastes Disposal:**

36.2.1 The pre-identified dump locations will be a part of solid waste management plan to be prepared by the Contractor in consultation with Engineer.

- 36.2.2 Contractor shall get approved the location of disposal site prior to commencement of the excavation on any section of the project location.
- 36.2.3 Contractor shall ensure that any spoils of material/construction waste will not be disposed of in any municipality solid waste collection bins.
- 36.3 Procurement of Construction Materials:**
- 36.3.1 All vehicles delivering construction materials to the site shall be covered to avoid spillage of materials and maintain cleanliness of the roads.
- 36.3.2 Wheel Tires of all vehicles used by of the contractor, or any of his subcontractor or materials suppliers shall be cleaned and washed clear of all dust/mud before leaving the project premises. This shall be done by routing the vehicles through tire washing tracks.
- 36.3.3 Contractor shall arrange for regular water sprinkling at least twice a day (i.e. morning and evening) for dust suppression of the construction sites and unpaved roads used by his construction vehicles.
- 36.4 Water Pollution:**
- 36.4.1 The Contractor shall take all precautionary measures to prevent the wastewater during construction to accumulate anywhere.
- 36.4.2 The wastewater arising from the project is to be disposed of in the manner that is acceptable to the Engineer.
- 36.5 Air and Noise Pollution**
- Contractor shall use dust screens and sprinkle water around the construction site to arrest spreading of dust in the air and surrounding areas.
- 36.5.1 Contractor shall ensure that all vehicles, equipment and machinery used for construction are regularly maintained and confirm that emission levels comply with environmental emission standards/norms.
- 36.5.2 For controlling the noise from Vehicles, Plants and Equipments, the Contractor shall confirm the following:
- 36.5.2.1 All vehicles and equipment used in construction will be fitted with exhaust silencers.
- 36.5.2.2 Servicing of all construction vehicles and machinery will be done regularly and during routine servicing operations, the effectiveness of exhaust silencers will be checked and if found defective must be replaced by the contractor immediately.
- 36.5.2.3 Noise emission from compactors (rollers) front loaders, concrete mixers, cranes (movable), vibrators and saws should be less than 75 dB(A).
- 36.5.2.4 As per the standards/guidelines for control of Noise Pollution from Stationary Diesel Generator (DG) sets, noise emission in dB(A) from DG Set (15-500 KVA) should be less than  $94+10 \log 10$  (KVA).
- 36.6 Adequate drinking water facility should be provided at site, adequate number of decentralized latrines and urinals to be provided for construction workers.

- 36.7 Full time workers residing on site should be provided with clean and adequate temporary hutment.
- 36.8 Adopt measures to prevent air pollution in the vicinity of the site due to construction activities. The best practices should be followed (as adopted from international best practice documents and codes).
- 36.9 Identify roads on-site that would be used for vehicular traffic. Update vehicular roads (if these are unpaved) by increasing the surface strength by improving particle size, shape and mineral type that make up the surface base. Add surface gravel to reduce source of dust emission. Limit amount of fine particles (smaller than 0.075mm) to 10-20%. Limit vehicular speed on site 10 km/h. Nothing extra will be payable for this.
- 36.10 All material storages should be adequately covered and contained so that they are not exposed to situations where winds on site could lead to dust/particulate emissions.
- 36.11 Spills of dirt or dusty materials shall be cleaned up promptly so the spilled material does not become a source of fugitive dust and also to prevent seepage of pollutant laden water into the ground aquifers. When cleaning up the spill, ensure that the clean - up process does not generate additional dust. Similarly, spilled concrete slurries or liquid wastes should be contained/cleaned up immediately before they can infiltrate into the soil/ground or runoff in nearby areas.
- 36.12 Ensure that water spraying is carried out by wetting the surface by spraying water on:
- 36.12.1 Any dusty material.
- 36.12.2 Areas where demolition work is carried out.
- 36.12.3 Any unpaved main-haul road and.
- 36.12.4 Areas where excavation or earth moving activities are to be carried out.
- 36.13 The contractor shall ensure the following:
- 36.13.1 Cover and enclose the site by providing dust screen, sheeting or netting to scaffold along the perimeter of a building.
- 36.13.2 Covering stockpiles of dusty material with impervious sheeting.
- 36.13.3 Covering dusty load on vehicles by impervious sheeting before they leave the site.
- 36.13.4 Transferring, handling/storing dry loose materials like bulk cement and dry pulverized fly ash inside a totally enclosed system.
- 36.14 Clear vegetation only from areas where work will start right away
- 36.15 Provide sheet covering/barricading of site of not less than 3m height along the site boundary, next to a road or other public area. Nothing extra will be paid for this.
- 36.16 The contractor shall provide experienced personnel with suitable training to ensure that these methods are implemented. Prior to the commencement of any work, the method of working, plant equipment and air pollution control system to be used on -site should be made available for the inspection and approval of the Engineer to ensure that these are suitable for the project.

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

done safely from ladders. When a ladder is used, an extra mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying materials as well, suitable footholds and hand-hold shall be provided on the ladder and the ladder shall be given an inclination not steeper than 1/4 to 1 (1/4 horizontal and 1 vertical.)

- 37.2 Scaffolding of staging more than 3.6 m (12ft.) above the ground or floor, swung or suspended from an overhead support or erected with stationary support shall have a guard rail properly attached or bolted, braced and otherwise secured at least 90 cm. (3ft.) high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such opening as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.
- 37.3 Working platforms, gangways and stairways should be so constructed that they should not sag unduly or unequally, and if the height of the platform or the gangway or the stairway is more than 3.6 m (12ft.) above ground level or floor level, they should be closely boarded, should have adequate width and should be suitably fastened as described in 37.2 above.
- 37.4 Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of person or materials by providing suitable fencing or railing whose minimum height shall be 90 cm. (3ft.)
- 37.5 Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9m. (30ft.) in length while the width between side rails in rung ladder shall in no case be less than 29 cm. for ladder up to and including 3 m. (10 ft.) in length. For longer ladders, this width should be increased at least 1/4 for each additional 30 cm. (1 foot) of length. Uniform step spacing of not more than 30 cm shall be kept. Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites or work shall be so stacked or placed as to cause danger or inconvenience to any person or the public. The contractor shall provide all necessary fencing and lights to protect the public from accident and shall be bound to bear the expenses of defense of every suit, action or other proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and cost which may be awarded in any such suit; action or proceedings to any such person or which may, with the consent of the contractor, be paid to compensate any claim by any such person.

37.5.1 **Excavation and Trenching** - All trenches 1.2 m. (4ft.) or more in depth, shall at all times be supplied with at least one ladder for each 30 m. (100 ft.) in length or fraction thereof, Ladder shall extend from bottom of the trench to at least 90 cm. (3ft.) above the surface of the ground. The side of the trenches which are 1.5 m. (5ft.) or more in depth shall be stepped back to give suitable slope or securely held by timber bracing, so as to avoid the danger of sides collapsing. The excavated materials shall not be placed within 1.5 m. (5ft.) of the edges of the

trench or half of the depth of the trench whichever is more. Cutting shall be done from top to bottom. Under no circumstances, undermining or undercutting shall be done.

#### 37.5.2 Safety Measures for digging bore holes:-

- 37.5.2.1 If the bore well is successful, it should be safely capped to avoid caving and collapse of the bore well. The failed and the abandoned ones should be completely refilled to avoid caving and collapse;
- 37.5.2.2 During drilling, Sign boards should be erected near the site with the address of the drilling contractor and the Engineer of the work;
- 37.5.2.3 Suitable fencing should be erected around the well during the drilling and after the installation of the rig on the point of drilling, flags shall be put 50 m around the point of drilling to avoid entry of people;
- 37.5.2.4 After the completion of the borewell, the contractor should cap the bore well properly by welding steel plate, cover the bore well with the drilled wet soil and fix thorny shrubs over the soil. This should be done even while repairing the pump;
- 37.5.2.5 After the borewell is drilled the entire site should be brought to the ground level.

- 37.6 **Demolition** - Before any demolition work is commenced and also during the progress of the work,
- 37.6.1 All roads and open areas adjacent to the work site shall either be closed or suitably protected.
  - 37.6.2 No electric cable or apparatus which is liable to be a source of danger or a cable or apparatus used by the operator shall remain electrically charged.
  - 37.6.3 All practical steps shall be taken to prevent danger to persons employed from risk of fire or explosion or flooding. No floor, roof or other part of the building shall be so overloaded with debris or materials as to render it unsafe.
- 37.7 All necessary personal safety equipment as considered adequate by the Engineer should be kept available for the use of the person employed on the site and maintained in a condition suitable for immediate use, and the contractor should take adequate steps to ensure proper use of equipment by those concerned: The following safety equipment shall invariably be provided.
- 37.7.1 Workers employed on mixing asphaltic materials, cement and lime mortars shall be provided with protective footwear and protective goggles.
  - 37.7.2 Those engaged in white washing and mixing or stacking of cement bags or any material which is injurious to the eyes, shall be provided with protective goggles.
  - 37.7.3 Those engaged in welding works shall be provided with welder's protective eye shields.

- 37.7.4 Stone breaker shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.
- 37.8 When the work is done near any place where there is risk of drowning, all necessary equipments should be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision, should be made for prompt first aid treatment of all injuries likely to be obtained during the course of the work.
- 37.9 Use of hoisting machines and tackle including their attachments, anchorage and supports shall conform to the following standards or conditions :-
- 37.9.1
- 37.9.1.1 These shall be of good mechanical construction, sound materials and adequate strength and free from patent defects and shall be kept repaired and in good working order.
- 37.9.1.2 Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate strength, and free from patent defects.
- 37.9.1.3 Use of durable and reusable formwork systems to replace timber formwork and ensure that formwork where used is properly maintained.
- 37.9.2 Every crane driver or hoisting appliance operator shall be properly qualified and no person under the age of 21 years should be in charge of any hoisting machine including any scaffolding winch or give signals to operator.
- 37.9.3 In case of every hoisting machine and of every chain ring hook, shackle swivel and pulley block used in hoisting or as means of suspension, the safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with the safe working load. In case of a hoisting machine having a variable safe working load each safe working load and the condition under which it is applicable shall be clearly indicated. No part of any machine or any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.
- 37.9.4 The contractors shall notify the safe working load of the machine to the Engineer whenever he brings any machinery to site of work and get it verified by Engineer.
- 37.10 Motors, gearing, transmission, electric wiring and other dangerous parts of hoisting appliances should be provided with efficient safeguards. Hoisting appliances should be provided with such means as will reduce to the minimum the risk of accidental descent of the load. Adequate precautions should be taken to reduce to the minimum the risk of any part of a suspended load becoming accidentally displaced. When workers are employed on electrical installations which are already energized, insulating mats, wearing apparel, such as gloves, sleeves and boots as may be necessary should be

provided. The worker should not wear any rings, watches and carry keys or other materials which are good conductors of electricity.

- 37.11 All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities should be provided at or near places of work.
- 37.12 These safety provisions should be brought to the notice of all concerned by display on a notice board at a prominent place at work spot. The person responsible for compliance of the safety code shall be named therein by the contractor.
- 37.13 To ensure effective enforcement of the rules and regulations relating to safety precautions the arrangements made by the contractor shall be open to inspection by the Labour Officer or Engineer or their representatives.
- 37.14 Notwithstanding the above clauses as above there is nothing in these to exempt the contractor from the operations of any other Act or Rule in force in the Republic of India.

### 38. **FIRST-AID FACILITIES**

- 38.1 At every work place, there shall be provided and maintained, so as to be easily accessible during working hours, first-aid boxes at the rate of not less than one box for 150 contract labour or part thereof ordinarily employed.
- 38.2 The first-aid box shall be distinctly marked with a red cross on white back ground and shall contain the following equipment:-
- 38.2.1 For work places in which the number of contract labour employed does not exceed 50-
- Each first-aid box shall contain the following equipments :-
1. 6 small sterilised dressings.
  2. 3 medium size sterilised dressings.
  3. 3 large size sterilised dressings.
  4. 3 large sterilised burn dressings.
  5. 1 (30 ml.) bottle containing a two per cent alcoholic solution of iodine.
  6. 1 (30 ml.) bottle containing salvolatile having the dose and mode of administration indicated on the label.
  7. 1 snakebite lancet.
  8. 1 (30 gms.) bottle of potassium permanganate crystals.
  9. 1 pair scissors.
  10. 1 copy of the first-aid leaflet issued by the Director General, Factory Advice Service and Labour Institutes, Government of India.
  11. 1 bottle containing 100 tablets (each of 5 gms.) of aspirin.
  12. Ointment for burns.
  13. A bottle of suitable surgical antiseptic solution.
- 38.2.2 For work places in which the number of contract labour exceed 50.

Each first-aid box shall contain the following equipments.

1. 12 small sterilised dressings.
  2. 6 medium size sterilised dressings.
  3. 6 large size sterilised dressings.
  4. 6 large size sterilised burn dressings.
  5. 6 (15 gms.) packets sterilised cotton wool.
  6. 1 (60 ml.) bottle containing a two per cent alcoholic solution iodine.
  7. 1 (60 ml.) bottle containing salvolatile having the dose and mode of administration indicated on the label.
  8. 1 roll of adhesive plaster.
  9. 1 snake bite lancet.
  10. 1 (30 gms.) bottle of potassium permanganate crystals.
  11. 1 pair scissors.
  12. 1 copy of the first-aid leaflet issued by the Director General Factory Advice Service and Labour Institutes /Government of India.
  13. A bottle containing 100 tablets (each of 5 gms.) of aspirin.
  14. Ointment for burns.
  15. A bottle of suitable surgical antiseptic solution.
- 38.3 Adequate arrangements shall be made for immediate recoupment of the equipment when necessary.
- 38.4 Nothing except the prescribed contents shall be kept in the First-aid box.
- 38.5 The first-aid box shall be kept in charge of a responsible person who shall always be readily available during the working hours of the work place.
- 38.6 A person in charge of the First-aid box shall be a person trained in First-aid treatment in the work places where the number of contract labour employed is 150 or more.
- 38.7 In work places where the number of contract labour employed is 500 or more and hospital facilities are not available within easy distance from the works. First-aid posts shall be established and run by a trained compounder. The compounder shall be on duty and shall be available at all hours when the workers are at work.
- 38.8 Where work places are situated in places which are not towns or cities, a suitable motor transport shall be kept readily available to carry injured person or person suddenly taken ill to the nearest hospital.

## **SECTION – 5**

### **SPECIFICATIONS**

## **SPECIFICATIONS:**

For items mentioned in the Schedule 'G' i.e. 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 payment for cutting such trees and removing the roots shall be made separately.
- 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 Charge) in uniformly sloping ground and at closer intervals where local mounds, pits or undulations are met with. The ground levels shall be recorded in field books and plotted on plans. The plans shall be drawn to a scale of 5 metres to one cm or any other suitable scale decided by the Engineer. North direction line and position of 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-in-charge. The top and sides of filling shall be neatly dressed. The contractor shall make good all subsidence and shrinkage in earth fillings, embankments, traverses etc. during execution and till the completion of work unless otherwise specified.
- 3.5 Sand shall be clean and free from dust organic and foreign matter and its grading shall be within the limits of grading zone IV or V specified in Section 3 'Mortars' of CPWD Specifications, 2009.

### 4. 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) Chlorphiphos 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. 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.

- 5.1 Coarse aggregate: As per UPPWD/CPWD Specifications.
- 5.2 Fine Aggregate: As per UPPWD/CPWD Specifications.
- 5.3 Water: It shall conform to requirements laid down in IS:456: 2000 and UPPWD/CPWD specifications.
- 5.4 Cement: Cement arranged by the contractor will be PPC (in bags) conforming to IS: 1489-Part-I. If for any reasons, cement other than that specified in this Para for example OPC of grade 43 or higher grade is brought to site by contractor, payments rate as well as the quantity to be used in the design mix concrete will remain unchanged.
- 5.5 Slump: Design slump should be clearly specified in the mix design.
- 5.6 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.
- 5.7 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/mm <sup>2</sup> )	Specified characteristic compressive strength at 28 days (N/mrn <sup>2</sup> )	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/mrn<sup>2</sup>

(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.

**5.8** 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:

**5.8.1** IITKanpur, IIT Varanasi, IIT Roorkee, HBTI Kanpur, M.M.M. Gorakhpur.

**5.8.2** 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.

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

**5.10** 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.

## 6. Approval Of Design Mix:

The mix design for a specified grade of concrete shall be done for a target mean compressive strength  $T_{ck} = F_{ck} + 1.65s$ .

Where  $F_{ck}$  = 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

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

**6.2** 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.

**6.3** 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.

## **7. Work Strength Test:**

**7.1** 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.

### **7.2 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. 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.

### **7.3 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.

### **7.4 STANDARDS OF ACCEPTANCE**

(i) In case the test result of all the samples is above the characteristic compressive strength, the concrete shall be accepted.

(ii) In case the test result of one or more samples fails to meet the requirement (i) above it shall be accepted if both the following conditions are met:

- a) Any individual test result is not less than  $(F_{ck} - 4) \text{ N/mm}^2$
  - b) The mean of test result from any group of four consecutive samples is more than  $(F_{ck} + 4) \text{ N/mm}^2$ .
- (iii) Concrete of each grade shall be assessed separately.
- (iv) Concrete is liable to be rejected if it is porous or honeycombed, its placing has been interrupted without providing a proper construction joint or the reinforcement has been displaced beyond the tolerances specified, or construction tolerances have not been met. However the hardened concrete may be accepted after carrying out suitable remedial measures to the satisfaction of the Engineer for which nothing extra is payable to the contractor.
- 7.5** 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.
- 7.6** 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.
- 7.7** 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.

## **8. Sanitary Installations, Water Supply And Drainage:**

- 8.1** 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.
- 8.2** 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.
- 8.3** The contractor shall engage licensed plumbers for the work. Nothing extra shall be paid/reimbursed for the same.
- 8.4** 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.

- 8.5** 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.
- 8.6** 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 / handing over of the work.
- 8.7** 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.

**9. Water Proofing Treatments:**

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

**10. uPVC Window Works:**

The contractor shall associate himself with the specialised firm, for uPVC Window Work for all the windows. Guarantee in the prescribed Proforma attached with tender document shall be given by the contractor, for a period of 10 years from end of defect liability period prescribed in the contract which shall be also signed by engaged specified firm.

**11. Sewerage Treatment Plant ( If Proposed):**

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

**12. Antitermite Treatment Works:**

The contractor shall associate himself with the specialised firm, for antitermite treatment of the building. Guarantee in the prescribed Proforma attached with tender document shall be given by the contractor, for a period of 10 years from end of defect liability period prescribed in the contract which shall be also signed by engaged specified firm. If however any defect is noticed during the guarantee period, it shall be rectified by the contractor within seven days of

intimation. In case it is not attended to, the same will be got done by another agency at the risk and cost of the contractor.

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

- 13.1** The work shall be carried out in 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.
- 13.2** 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.
- 13.3** 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/bolts/screws/washers etc. to be used in the work shall be zinc/cadmium plated iron.
- 13.4** 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.
- 13.5** 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.
- 13.6** 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.
- 13.7** 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 have

socket arrangement for tightening screws, instead of simple holes in M.S. sheet. Boxes shall be again painted at the time of wiring.

- 13.8 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 black 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.
- 13.9 Unless specifically approved by Engineer loose wire box, above DB shall not be provided however DB's shall have loose wire box of same make.
- 13.10 All connections to MC B's shall be made using thimble/lugs.
- 13.11 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.
- 13.12 Phenolic laminated sheet shall be of Egg white colour, and shall be filed/rounded at edges and of minimum 3mm thick.
- 13.13 All fittings and fans should be properly earthed through the protective conductor.
- 13.14 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.
- 13.15 A clamp type termination should be made in the termination of earth strips (where provided) to pipe electrodes to provide surface type contact.
- 13.16 The earthing shall be carried out in the presence of the Engineer or his authorized representative
- 13.17 The size at switch box for providing Modular Plate type Switch/Socket 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.
- 13.18 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.
- 13.19 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.
- 13.20 The contractor shall make his own arrangement at his own cost for electrical/general tools and plants required for the work.
- 13.21 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.
- 13.22 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 to 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 be stipulated in the tender, electrical work, shall have to be completed along with completion of civil work.

- 13.23** 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.
- 13.24** Watch and ward of the material/equipment shall be the responsibility of the contractor till handing over of installation to the department.
- 13.25** 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.
- 13.26** The entire installation shall be at the risk and responsibility of the contractor until these are tested and handed over to the department.
- 13.26.1** 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 wherever required shall be used by the contractor. The recovery will be made for these items as accepted rate of similar items.
- 13.27 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.
- 13.28 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.
- 13.29** 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.
- 13.30** 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.
- 13.31** The makes for items shall be as per lists attached.
- 13.32** 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.
- 13.33** 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.

## List of Preferred Makes

- 1- Specifications/Brands Names of materials and finishes as approved are listed below. Although this list is fairly comprehensive, however approved equivalent materials and finishes of other firms may be used, in case it is established by the Engineer that the brands specified below are not available in the market and subject to approval of the Client as well as General Manager, concerned.
- 2- All branded materials will be ISI Marked of approved specifications (wherever BIS Specifications are available).
- 3- Listing of the materials does not absolve the Contractor from his responsibility of using the products only if they are satisfied about quality and performance of the products. Proper quality checking must be performed for every product being used.
- 4- Listed materials shall be subjected to third party testing from NABL Accredited laboratories by concerned officers.

Sl. No.	Name of Materials	Approved Brand/Make
<b>(A)</b>	<b>CIVIL WORKS</b>	
1	Cement PPC/OPC43 Grade IS 8112:1989 IS 1489 (Part - 1): 1991	ACC, Birla, Mycem Cement, Ambuja cement, Prism, Ultratech, Shree Cement, Bangur, Binani, JK Super, Laksmi, Wonder, Dalmia Cement(Bharat) Ltd., (I.S.I. Marked of approved quality)
2	White Cement	JK White, Birla White, Bulwark (I.S.I Marked)
3	Putty	Birla, J.K. Putty, Ferrous Crete, Berger, Bulwark, Perma, Asian Paints, Homesure (Wallplast)
4	Plaster of Paris	Shree Ram, Adhar Shree, Sakarni, Decotouch.
	(a) Gypsum / Redimix Plaster	Ferrous Crete/ Gyproc (Elite -90)/kerakoll/Bulwark/ Asian Paints/Mapei/ Homesure (Wallplast)/Ultratech/ United Mortar/WUERTH/Organo Ready Mix Plaster /Tylax/Hygie Profile/Unicrete
	(b) AAC Blocks	BILT, Magicrete, ModCrete, Max Block, Fincrete, Indo Bhutan, Ultratech Xtralite, Ambuja, Tisco, ACC, ACC+(4MPa & 5MPa) or equivalent.
	(c) AAC Block Adhesive	Ferrous Crete, Kerakoll, Mapei, Berger, Bulwark, Homesure (Wallplat), Modbond, Ultratech, CICO, Tylax, Unicrete
5	Structural Steel / TMT bars-Fe 500/415 IS 1786:2008, IS 2062:2011	
	(a) Primary Producers (Iron Ore as basic raw material)	SAIL, TATA, RINL, Jindal Steel & Power Ltd. and Jindal Saw Ltd. Shyam Steel, Rama Power & Steel Pvt. Ltd., Rashmi Metaliks Limited, Prime Gold Sail JVC Ltd., Shyam Metaliks and Enery Ltd. (SEL Tiger TMT), Rungta Mines Ltd. Ankur TMX
	(b) MS Hallow Tubular/ Box sections	SAIL , TATA, Jindal, RINL Essar Steel
6	Aluminum sections	Hindalco, Jindal, Indian Aluminum Co., Bhoruka, Mahavir, Nalco, Vedanta
7	Fittings for Aluminum Doors and Windows	Ebco, Doorline, Classic, Argent, Crown, Hardima, Everite, Sigma, Earl Bihari (Ebco). <b>For 'A' Class Buildings- Besides above Ozone, Dorma.</b>
8	Aluminum Composite Panels	Alstrong, Aluco-bond, Aludecor/Durabuild. Aalutuff, Virgo, Alutech, VIVA, Eurobond, Rynoarch, Alex
	(a) Mineral Fibre False Ceiling	Armstrong, Saint Gobain, USG Boral, Decosonic, AMF,

Sl. No.	Name of Materials	Approved Brand/Make
		Saint Gobain(Gyproc), Bollard
	(b) Metal False Ceiling	Hi-Steel, Hunter Duglus, Armstrong, Saint Gobain, Durlum, USG Boral, Hunter-Douglas, Unimet, Prolad, Bollard, MCRA(P.R. Ceiling Products)
	(c) False Ceiling - Calcium Silicate Boards & Tiles	Hi-Steel, India Gypsum, Armstrong, Hilux, Saint Gobain (Gyproc), Credence, Prolad, Bollard
9	Adhesives/Glues. IS: 9103:1999 <b>(Mandatory for Toilets)</b>	Fevicol, Bermicol, Pidilite, Vam Organic, CICO (I.S.I. Marked of approved quality)
10	Roofing (a) A.C. Sheet (b) G.I. Sheet (IS 277:2003) (c) Alloy sheets	UPAL, CHARMINAR, A.C.C. TATA Shakti, Trishul, Jindal, Bhushan. KALZIP, BEMO, SANKO, KINGSPAN-RIGIDAL, TATA
11	Flush Doors/Particle Boards / Laminated Boards IS 12823:1990 Grade-I Type-II, IS 1659:2004, IS 2202 (Part 1) : 1999	Novapan, Ecoboard, Bhutan Board Duro, National, Euro, Kitply, Kitlam, Sarda Ply, Green Ply, Eco Merino, Bison Panels, Century, Archidply, Nothern Plywood. Kajaria , Black Cobra, Green Panel, Jana door of jain wood industries.
12	PVC Door Shutters & Frames	Sintex or Plasopan, M/s Raj Shri or equivalent.
13	PVC Flooring	Tarkett Floors / LG Floors / Gerflor / Premier Vinyl flooring / Regent / Armstrong
14	UPVC Doors/Windows	Sintex/ Polyex/ Rajshri/NCL-VEKA/Amulya/Yashpoly /PSP/Window Magic India Pvt. Ltd.
15	Laminates	Decolam, Merino,Greenlam, Archid, Century, Formica, Sunmica, Orion, Kanchan Ply, Virgo, Durian, Archid Ply, Green Panel
16	Water Proofing Compounds /Admixtures / Crystalline IS:2645:2003, IS: 9103:1999	Pidilite, Sika Qualcrete, Impermo, Mec, Duraseal, Acco-Proof, CICO, Degussa, Don, Fosroc, Penetron MC Bauchemie, Chocksey, Fairmate, Sunanda Chemicals, Xypex Ferrous Crete, CHRYSO, Technotrade, Penetron, Berger, AKWOSHIELD, Bulwark, Kryton, Asian Paints, Fibrex, Ultratech, Cera Chem, Proshield HDPE, SBC, PVC, AquaPro Crystalline, Tylax, Hygie Profile, Unicrete
17	Polymer Waterproofing	Kerkoll, BASF, MC
18	Anti-Termite Chemicals or Treatment	Premise(Byer), Choropyriphos or It should be done by permanent members of IPCA as approved by Engineer-in-charge.
19	Chemical/Mechanical Anchor Fasteners	HILTI, FISCHER, Canon.
20	Dry/ Liquid Distemper	ICI, Nerolac, Berger, Johnson & Nicholson, Asian Paints, Shalimar Paint.
21	Paints - Cement Based	Snowcem Plus/, Berger (Durocem Extra)/ Nerolac (Super Acrylic)/ TATA Cem, Asian Paints/Sunanda/United Mortar/Acro
22	Paint — Fire Retardent	Viper FRS 881/ Nullifire/wasser Polymer/Asian Paints/Sunanda/Acro
23	Paints - Epoxy paint	ICI Dulux/ Nerolac / Cico / Sikka / BASF / Berger / Pidilite /Asian Paints/Fibrex/Sunanda/Hygie Profile

Sl. No.	Name of Materials	Approved Brand/Make
24	Paints - Oil Bound Distemper / Acrylic Washable Distemper	ICI Dulux/ Asian (Tractor)/ Berger (Bison)/ Nerolac (Super Acrylic), ICI (Maxlite)/ Sunanda/United Mortar/Nippon/Acro
25	Paints - Other Paints / Primer	ICI Dulux/ Asian/ Berger/ Nerolac/Bulwark/ Sunanda/Nippon/Acro
26	Paints - Plastic Emulsion Paint	ICI Dulux/ Asian/ Berger/ Nerolac/Bulwark/ Sunanda/Nippon/Acro
27	Paints - Plastic Emulsion Paint (exterior)	Asian (Apex Ultima)/ Berger (Weather coat all Guard)/ ICI (Dulux weather shield max)/ Sunanda/Nippon/Acro
28	Paints - Synthetic Enamel Paints	ICI Dulux (Gloss), Berger (Luxol Gold), Asian (Apolite), Goodlas Nerolac (Full gloss hard drying), Jenson & Nicholson (Borolock)/ Sunanda/Nippon/Acro
29	Paints - Texture paint	Berger / Spectrum / Unilite Heritage /Asian Paints /Ultratech Texture Paint/Bulwark/ Sunanda/Nippon/ Acro
30	Hydraulic Door Closer	Godrej, Hardwyn (Eddy)/Hitech/Sandhu. <b>For 'A' Class Buildings- Besides above Ozone, Dorma.</b>
31	Mortice Latch	Godrej/Harrison
32	Floor Springs, IS 6315:1992	Hardwyn /Hitech/Sandhu/Godrej
33	Float Glass/ Clear Glass, IS 14900:2000	Atul, Modi Guard, Saint Gobain, AIS, Gold Plus or equivalent.
34	Reflective Glass for Structural Glazing/Windows	Asahi India, Modi Guard, Saint Gobain, Modi Float, Glaverbel, Gold Plus
35	Drapery Rod	Vista/Mac/Vesta
36	Ceramic Glazed Tiles/Vitrified Tiles IS 13712:1993/ IS: 15622: 2006	Somany, Kajaria, Simpolo, Vermora, Johnson, Oasis Orient/Bell, RAK, Asian of approved design, colour and shade to be used in consultation with Client.
37	Eoxy Grout for Tile (Tile Adhesive)	Cico, Bell, Pidilite, BASF, SIKA, Bal Endura/Keracol/ Laticrete or equivalent
<b>(B) ELECTRIFICATION WORKS</b>		
1	11 KV HT Panel with 11 KV Vacuum Circuit Breaker (VCB)	L&T/ ABB / Schneider/ Siemens or their authorized Channel Partner /Swati Switchgears/ LS Power Control/Excel Control System/ Allied Engineers
2	33/66 kV HT Panel with 33/66 kV SF6 Breaker	L&T/ ABB / Schneider/ Siemens or their authorized Channel Partner / LS Power Control/Allied Engineers
3	33/66 kV FIT Panel with 33/66 kV Vacuum Circuit Breaker (VCB)	L&T/ ABB / Schneider/ Siemens or their authorized Channel Partner/1 LS Power Control/Allied Engineers
4	ACB (TP,4P) with variable microprocessor	L&T (U-Power Omega)/ Siemens (3 WL)/ Schneider/ ABB (Emax)/C&S electric/LeGrand/Havells/HPL
5	Automatic Transfer Switch (ATS)	L&T/ ABB/ Siemens/ Schneider / Socomec/Havells/HPL
6	Auxiliary relays compatible with PLC etc.	Siemens/ L&T/ ABB/ Areva/ Schnieder/Havells
7	Batteries	Hitachi/Panasonic/ Yuasa/ SF/ Exide/ Amco/ Amaraja/ Sunvolta
8	Battery Charger	Amaraja/ Sabnife/ Statcon/ Voltstat/ HBL/ Sunvolta

Sl. No.	Name of Materials	Approved Brand/Make
9	Battery Charger-cum-DCDB	Amaraja/ Volstat/Caldyne/ Expo-Fyn/ BCH/ HBL/ Sunvolta
10	Boom Barrier	FAAC/ Godrej Vigiguard/ Somfy/Gunnebo/Motwane
11	Brass compression Gland (Heavy duty)	Commex/ Gripwell/ Dowell
12	Bus bar	Jindal/ Hindalco/ Indal
13	Bus Duct - Sandwich	L&T/ Seimens/Advance-Anant Power/Schneider/ C&S/ Godrej/Legrand/ EAE / SPC Electrotech/ Expert /RP Control/ Global/LS Power Control/Excel Control System/Allied Engineers/NEC /Prestige Switchgears/ Nitya Electro Control
14	Bus trunking, rising mains, end feed unit, top-off box (plug-in type)	L&T/ Schneider/ C&S/ Godrej /Legrand/ EAE / SPC Electrotech /RP Control/ Global/ LS Power Control/ Excel Control System/Allied Engineers/NEC /Nitya Electro Control
15	Cable Jointing Kit / FIT termination Kit	Reychem/ Xicon/ 3M
16	Cable Lugs & Glands	Dowel/ Johnson/ Gripwell/ Comex/ Hex/ Comet
17	Cable Tray/ Race ways / Floor trunking / wall channels	MEM/ BEC/ MK/ OBO Bettermann/ Indiana/ Legrand/ Sai Metal Craft / RMCON/SPC Electrotech/Consoul/ Expert/ Steel Krafts/RP Control/LS Power Control/ Global/ Prestige Switchgears/Rushabh
18	Capacitors with harmonic filters	L&T/ Siemens / Schneider/ ABB/ Ducati/Legrand/ Havells
19	Ceiling /Exhaust/Wall fans	Crompton/ Usha/ Orient/ Bajaj/ Havells/Anchor/ Panasonic/Polycab/Surya
20	Chemical Earthing	JMV LPS Ltd./ Pragati Electrocom
21	Coaxial Wires	Finolex/Delton/Skytone/L&T/KEI/Finolex/ Gloster/ Grandlay/Anchor/Bonton/KVVS/HPL/JMW Kabel/NEC /Nitya Electro Control/Microtek
22	Colour Monitor	Samsung/ LG/ Sony/ Philips
23	Compression Gland and Lugs/ thimbles	Dowel/ Comet/ Gripwell
24	Contactors	ABB/ L&T/ Schneider/ Siemens/Havells/HPL
25	Control fuse base with HRC fuse / HRC Fuse	L&T/ Siemens/ ABB/ Alstom/ Schnieder /C&S electric/ Anchor /Havens/Indo Asian
26	Crimping Lugs/ Thimbles	Dowells/ Hex/ Commet
27	CT/ PT's	L&T/ Kappa/ C&S/ CGL/ AE / Meco
28	Cubicle Type Fuse Unit/ RMU	Siemens/ L&T/ ABB/ Schneider/ C&S electric
29	Data/Telephone/TV Outlets	Systemax/ Belden/ Simone/ MK/ Legrand/ Havells/ Anchor/HPL/Indo Asian
30	DB's / Pre-wired DB's	Hager/ Havells/ Legrand/ L&T/ Schneider/ ABB/ Siemens /C&S electric/Panasonic/HPL/Indo Asian /Nitya Electro Control
31	DG Set - Assembler	Jakson & Company / Jakson Ltd/ Sterling Generators / Sudhir Gensets/ C&S Himoina/ Powerica/ Kirloskar (KOEL authorized OEM) / TIPL/Greaves Cotton
32	DG Set - Alternator	Stamford/ Leroy Somer/ Toyo Denki/ AVK-SEG/ Kirloskar (KOEL Green)/ Greaves Cotton
33	DG Set - Engine	Cummins/ Mitsubishi/ Perkins/ Volvo/ Caterpillar/

Sl. No.	Name of Materials	Approved Brand/Make
		Kirloskar (KOEL Green)/ Greaves Cotton
34	DG Synchronizing Controller	Woodward/ Dief/ Deep sea/ Greaves Cotton
35	Digital Lighting Control System	Wipro/ Siemens/ Philips/ Schneider/ ABB/ L&T/Panasonic
36	Digital Numerical Relays	L&T/ ABB / Siemens/ Schneider/ Areva/Panasonic
37	DWC HDPE Pipe	DURA-LINE / REX / CARLON/ EMTELLE/Mastodon
38	Digital Energy Meters including Dual Source Energy Meters	L&T/ Rishabh/ Schneider/ HPL/ Siemens/ ABB/ Socomec / Neptune/Legrand/Panasonic/HPL/BENLO/BENTEC/ Omicron
39	Electrical Motors	L&T/ ABB/ Siemens/ Kirloskar/Lubi/KSB
40	Optical Fiber Cable	Sterlite Technologies/ Finolex/ Belden/ Delton/ Skytone/APAR
41	Fire Extinguisher	Ceasefire/ Exflame/ Minimax/ Life Guard/ Safex/Safefire/Kanex/KalpEX
42	Fire Survival Cables	KEI/ Polycab/ Havells/ Nvent /Fusion Polymers/No Burn/Svarn /Bonton/ LS Cable/KVVS/HPL/RR Kabel/NOTOFIRE
43	PVC insulated FRLS - Aluminum / Copper 1.1 KV grade flexible wires	L&T/ Gloster/ Havells/ Polycab / Finolex/ RR Kabel/ KEI/ Batra henlay/AKG/Grandlay/ Goldmedal/ Svarn /Anchor /Plaza cables /SKYDA Electrical Industries Pvt Ltd./Bonton/ LS Cable/KVVS/HPL /NEC/ Nitya Electro Control/Shalabh/BENLO/ BENTEC /Axelon/APAR/SCI/Microtek
44	G.I./Cu. Strip & earthing material	Bharati/ Indiana/ Slotco/Consoul
45	Hand Gloves & Rubber Mat	Premier Polyfim Ltd/ Polyelectrosafe/ Challenger/ Electromat/Safe Hold
46	HRC Fuse	Siemens/ L&T/ ABB/ Schneider/Havells/HPL/Indo Asian/BENLO/BENTEC
47	HT & LT Cables (Power & Control Cables, Solar Cables)	Gloster/ Havells/ Nicco/ Finolex/ KEI/Polycab/ Grandlay / NEC Wire & Cable / Goldmedal/Anchor/ Plaza cables/Bonton/ LS Cable/Svarn KVVS/HPL /JMW Kabel/RR Kabel/Nitya Electro Control/Axelon/ Shalabh/Microtek/AKG/DICABS
48	Indicating Lamps	AE/ Kaycee/ Vaishnav/ L&T/ Siemens/ Schnieder/ Teknik/ ABB
49	Industrial Socket Outlets	ABB/ L&T/ Legrand/ Siemens/ Hager/Anchor/HPL
50	Insulated Rubber Mat	Premier Polyfilm Ltd/ Polyelectro safe/ Challenger/ Electro Mat/Safe Hold
51	Insulators	Jaya Shree/ Modern/ IEC/ WSI
52	Intelligent Detectors/ Hooters & accessories	Notifier-Honeywell/ Schneider/ Edwards/ Siemens/ L&T/Appolo/Advanced/NOTOFIRE/Eaton
53	Intelligent Fire Alarm Panel	Notifier/ Honeywell/ Schneider/ Edwards/ Siemens/ L&T/ Panasonic/NOTOFIRE/Eaton
54	Inverter	Microtek / Luminous / Su-Kam/ Eaton
55	Isolators	Siemens/ L&T/ ABB/Socomec/ Schnieder /C&S electric /Anchor/Panasonic/Havells/HPL/Indo Asian/ Polycab
56	Jointing Kit	Reychem/ Xicon/ Birla-3M
57	LED Light Fixtures and Lamps	Philips/ Wipro/ Trilux /Havells/ C&S electric/Legero/

Sl. No.	Name of Materials	Approved Brand/Make
		Crompton/ Matador/ SKYDA Electrical Industries Pvt Ltd./Panasonic/ Jaquar/HPL/Polycab / BENLO/ BENTEC /Surya
58	Lighting for Facade	Philips/ Wipro/ Trilux /Allurays/RZB/BEGA / Crompton / SKYDA Electrical Industries Pvt Ltd./Panasonic/Jaquar/HPL/Polycab/Goldwyn LED
59	Lightening Arrestors	L&P ELECTRO/ LPI/ Indelec
60	LT Panels / Synchronizing Panels/ Capacitor Panels	L&T/ ABB / Schneider/ Siemens /Advanced/ SPC Electrotech/ Nitya Electrocontrol/ Amptech/ Consoul/ Expert/ Swati Switchgears/ LS Power Control/RP Control/ Global/ASES(Agni Suraksha) / Havells/Zeniya /HPL/ Excel Control System/ Allied Engineers/Indo Asian/NEC/Prestige Switchgears/ Modern Switchgears (India)/Nitya Electro Control/ Shalabh/Ultimate Power Control(for LT Panels Only)/ Gaurav Energen India/RELEC/Genco Power Switchgears Pvt. Ltd.
61	MCBs / RCCB/Isolaters / RCBO / Change over switch	Hager/ Havells/ Legrand/ L&T/ Schneider/ ABB/ Siemens/ C&S electric/Anchor/Plaza/Panasonic/HPL /Indo Asian/Polycab/Shalabh/BENLO/BENTEC/ Microtek
62	MCCB with Variable Microprocessor based (0/C, S/C, ET) / Thermo magnetic releases	L&T (D-sine)/ Siemens(3 VL)/ABB (T max)/Schnieder /C&S electric/Swati Switchgears/Legrand/ Havells/ HPL/Indo Asian
63	Measuring Instruments (Analog Meter)	L&T/ AE/ MECO/ Rishabh/ Schnieder/HPL
64	Measuring Instruments (Digital Type)/ MFM/KWH meter	L&T/ Ducati/ Conzerv/ Secure/ Siemens/ Schnieder/ ABB/HPL
65	Modular Switches/ Socket outlets and wiring accessories with moulded cover plate	MK (wraparound plus) / Siemens (Delta)/ Legrand (myline)/ L&T (Entice)/ Havells (Crab tree-Athena)/ Anchor (Roma Plus/Woods)/ Schnieder (Opale)/Wipro (North-West)/ C&S electric/ Goldmedal/ Panasonic (Europa/Vision) /HPL/Indo Asian(Shynora) /Polycab
66	MPCB	L&T/ Siemens/ ABB/ Schnieder
67	MS Conduit	BEC/ AKG/ Steel Kraft/ RMCON/JPC Pipes
68	MS Conduit accessories	BEC/ AKG/ Steel Kraft /RMCON/JPC Pipes
69	Multi-function Meter	L&T/ ABB / Siemens/ Schneider
70	Nurse Call System	Schrack (Schrack Seconet AG) / Ackermann by Honeywell (Honeywell GmbH DE) / Carecom (Carecom Ltd. JPN)/Klimex(Hungary)/Medisystem / Aditron/ Eurotronik/G. Samaras Rauland-Borg/L&T/ Siemens/ Hampton/PES/Ayzo
71	Occupancy Sensors/ Lighting Control System	Phillips/ Schneider/ Legrand/ Wipro/ L&T/ Havells/ Panasonic/HPL
72	Overload relay &Single phase preventer	ABB/ L&T/ Siemens/ Schnieder/Havells/HPL
73	Package/ Unitised Substation	ABB/ Siemens/ Schnieder/ C&S
74	Panel Accessories	L&T/ Teknic/ Rishabh/ Siemens/ Schnieder/HPL
75	Power Capacitor	L&T/ Meher/ EPCOS/ Siemens/ Schneider/Havells
76	Programmable timer (self-powered electronic digital) /Astronomer	L&T/ Siemens/ Hager/ Havells/ Legrand/ Schnieder

Sl. No.	Name of Materials	Approved Brand/Make
77	Protective relays (Microprocessor based compatible with PC & PLC)	Siemens/ L&T/ ABB/ Areva/ Schnieder
78	Push Buttons	Siemens/ L&T/ ABB/ Schneider/ C&S/ Teknik
79	PVC Conduit & Accessories	Clipsal/ Polypack/ BEC/ AKG/ SKYDA Electrical Industries Pvt Ltd./Norpack/Steel Krafts/ Anchor/Polycab/CAP/ATUL
80	Relay / Contractors/ Timers / Starters and Control Panel	Siemens/ L&T/ Schneider/ ABB /C&S electric/Excel Control System /Anchor/Panasonic/HPL
81	Selector Switch	Siemens/ L&T/ Teknik/ Salzer/ Schnieder/ ABB /Anchor /Panasonic
82	Street Light Poles & Light Fixtures – Solar & Conventional	Philips/ Wipro/ Havells/ Bajaj/ KeselacSchreder/ Consoul/ Matador / S S Solar/Sunvolta/Surya
83	Surya Diverter	Tercel/ ABB/ Siemens/ Emerson/ Hager/ Phoenix/ Legrand
84	SCADA & BMS System	Schneider/ L&T/ Honeywell / Siemens/ABB/ Panasonic/HPL
85	Tap-off/Splitter box	Zinwell/ Novatron/ Catvision
86	Telephone Tag Block/Jack PaneU Face Plate	Krone/ Phoenix/ Wago/ Beldon/ Panduit/ Huwaei/HPL
87	Terminal Strip	Connect well/ Phoenix/ WAGO
88	Termination Kits	Raychem/ Birla/ 3M
89	Transformer (Oil Type / Dry Type)	ABB/ Siemens/ Kirloskar/ Voltamp/ Areva/ Schneider
90	Trivector - Meter (Digital type) only for SEB supply	L&T/ Secure meter/ Enercon/ Siemens/ Socomec/ Schnieder/HPL
91	UPS	Emerson (Vertiv)/ Schnieder (APC)/ Eaton/ Socomec/Riello
92	Variable Frequency Drive	L&T/ Siemens/Danfoss/ABB/ Schneider
<b>(C)</b>	<b>PLUMBING &amp; SANITARY WORKS</b>	
1	Automatic variable temperature control /fixed temperature control faucets	Jaquar / AOS-Robo-U-Tec/ Parrywear / Cera/Angash / Euronics/Johnson Pedder/Kohler/Plato/Jaquar/Roca
2	Central Control	Rain Bird, USA/Toro/Nelson,
3	Ball Cock	Sant / L&T/Audco/GPA/ Plato/Leader
4	Ball valves with floats	Zoloto / Leader / Sant/ Audco/GPA/ Plato
5	Brass - Stop & Bib Cock	Zoloto / Sant / Jaquar/Essco/Kohler/ Plato/Player/ Cera/Leader /Jaquar/Essco
6	C. I. Pipes & Fittings	Electrosteel/ Kapilansh/ NECO/ RIF/BIC/RPMF/SKF
7	Centrifugally Cast Iron Hubless Pipes & Fitting	NECO/BIC /Kapilansh/RPMF/SKF
8	C.I Sluice Valve &Non Return Valve	Kirloskar /Leader /Zoloto/ Auden/ Sant
9	C.I Valves (Full way, Check and Globe Valves	Leader / Kirloskar / Zolto / Sant / Castle / Kartar/ Plato
10	C.I. Manhole Covers	NECO/R.I.F./B.I.C./HEPCO / KAJECO/SKF
11	C.P. Fittings: Mixer / Bib Cock/ Pillar taps/Angle valve/ Valves Washers / Waste/Urinal / Spreaders / Accessories etc.	Jaquar / Grohe/ Marc/ Kerovit/ Hindware/ Parryware/ Essco/Johnson Pedder/Kingston/Player/Asian Paints(Bath Division)/Kohler/ Plato/RAK-KLUDI/Cera/BOLAN by SFMC/Kich/Jaquar/Essco

Sl. No.	Name of Materials	Approved Brand/Make
12	Centrifugally C.I Rainwater Intel fitting , Bronze gratings	NECO/BIC/RPMF/SKF
13	Centrifugally casted C.I. Pipes	Electrosteel/ Kapilansh/ NECO/ RIF /BIC/SKF
14	Chlorinator	Thermax Ltd/ Watcon, Ion exchange/ Sigma DH Combine Inc./Siemens/ Techcon/ Jesco / Prominent Heidelberg
15	Chlorine Dosing System	Toshcon / Chloromax
16	Cockroach Trap	Chilly/ Player/ Camry/ Plato
17	Copper Fittings (Capillary)	Yorkshire Imperial, U.K./ Rajco Metal Works Mumbai / IBP Conex Ltd.
18	Disc Filter	Azud, Spain/ Amaid / Arkal,
19	Ductile Iron Fittings (IS:9523)	Electrosteel/Kesoram/Tisco/Jindal/HEPCO
20	Ductile Iron Pipes (15:8329)	Electrosteel/Kesoram/Tisco/Jindal/HEPCO
21	E.P.D.M Gaskets	Anand Reddiplex / Enviro Seals / HANU
22	Forged Steel Fittings & Flanges (For Welded joints)	Rohini /Kanwal/ Vijay Cycle & Steel (VS)
23	Geyser	Spherehot / Racold / Usha Lexus /Bajaj/Jaquar/Essco
24	Hand Drier	Kopal / Utech Systems / Euronics Automat/ Plato/ Jaquar
25	HDPE Pipes / Moulded Fittings	Emco /Polyefins/Pioneer Plyfab/ Jain /Raksha/SFMC/Apollo pipes/ Tirupati
26	HDPE Solution tank	Watcon / Ion Exchange / Water Supply Specialist Pvt. Ltd.
27	Inbuilt Drip Line	Azud/ Rainbrid-USA/ Netafim
28	Insulation of Hot water pipes	Vidoflex insulation / Superion insulation Kaiflex—Kaimann/Armoflex/Thermafex
29	Liquid Level Controllers / Indicators	Advance Auto / Sridhan International / Minilec/ Radar / Femac/ Switzer / 21st Century
30	Liquid Soap Dispenser	Euronics/Utec/Kopal/Raksha Flow
31	MS Saddle with G.I. Riser	Harvel/Alprene/Rain Bird, USA
32	PVC flushing cistern	Commander / Parryware / Ilindware/ Cera /Prayag/Raksha Flow/Johnson Pedder
33	P.R.S. Dials	Rain Bird, USA/ Toro, USA/ Nelson,
34	P.T.M.T. Fitting	Prince India / Symet/Pryag/Raksha Flow/Johnson Pedder
35	Pipe coat material (pipe protection)	RPG Raychem/Pypkote/Makphalt/Lwl
36	Pipe Fittings: G.I.	Unilc/Zoloto/K.S./Sun/Swastik
37	Pipe:- G.I.	Jindal / Tata / Prakash Surya/SAIL/ Swastik
38	Pipes & fitting: PVC for SWR Soil, Waste & Vent Pipes and fittings, Type B PVC Casing & Screen Pipes	Prince / Supreme / Finolex/Neco /Prayag / Skipper / Ashrivad/Raksha/TruFlow(Hindware) /SFMC/Sentini Flopipes/Kamdhenu/Apollo pipes/HIL(Birla)
39	Pipes & Fittings: CPVC	Flowguard/ Astral/ Ashrivad/ AKG/Supreme/Prayag/Skipper /Ashrivad/TruFlow(Hindware) /Raksha /SFMC /Sentini Flopipes/Kamdhenu/Apollo pipes/Prakash

Sl. No.	Name of Materials	Approved Brand/Make
		Surya/HIL(Birla)
39	Pipes & fittings: UPVC	Finolex / Prince /Supreme/AKG/Kasta/Vector /Astral/Prayag /Skipper / Ashirvad/Raksha/SFMC/Sentini Flopipes/Apollo pipes/Prakash Surya/HIL(Birla)
40	Pipes & Gully Trap: Stone ware	Perfect / S.K.F/ R.K/ Hind / Anand
41	Pipes and Accessories: PE-AL-PE	Kitec/ Jindal/ Kissan/Vista
42	Pipes: Copper	Rajco Metal works, Mumbai / IBP Conex Ltd.
43	Pipes: M.S.	Jindal / Prakash Surya /TATA
44	Pipes: PP-R (PN-16)	Amitex Polymers Pvt. Ltd. / Prince/ Supreme/SFMC
45	Stainless Steel Pipes & Fittings	Alfa Press/Renaissance/Grand Metal/ Solitaire
46	Pipes: R.C.C.	Indian Hume Pipe / Pragati Concrete Udyog Daya/ KK / JSP
47	Plastic seat cover of W.C	Commander/Hindware / Parryware/Raksha Flow/Cera
48	Polyethylene Storage Tank	Sintex / Polycon/ Fusion/SPL/Raksha
49	Pop up Connecting Assembly	Rain Bird/Dura/Lasco,
50	Popup Spray Head	Rain Bird/Toro, USA/Nelson,
51	RQRC Hydrant	Harvel/Alprene/Rain Bird, USA
52	RQRC Key	Harvel/ Aqua/ Drip& Drip
53	Sensor Operated Auto Flushing System Urinals	Jaguar / AOS-Robo/U-tec/Angash/Euronics /Prayag/ Cera /Jaquar
54	SS Gratings/ Soap Dish/Towel Rail etc.	Camry/Glacier/Gem/ Jaquar/ Grohe/Jaquar
55	Stainless Steel Sink	Hindware / Neelkanth / Nirali /Jayna/Johnson/ Prayag /Kingston/BS SilverShine/ Cera/ Raksha Flow
56	Valve Box	Rain Bird, USA/Carson Brook, USA/Dura,
57	Valve: Air Release	Azud/ API/ Bermad/ BIR/ Kirloskar / Venus / Zoloto/ Leader
58	Valve: Butterfly	Zoloto/Audco /Sant/ KSB /Leader
59	Valve: Gun metal	Kilburn /Leader /Zoloto/ Sant/ Kartar/ AIP/ Audco
60	Valve: Flush	Gem/ Jaguar / Marc /Jaquar
61	Valve: Mainline Isolation	Sant /Leader /Zoloto,
62	Valve: Pressure Relief	Sant/Leader/ Zoloto / Audco
63	Valve: Sluice / NRV	Kirloskar/IVC/Kilburn /Zoloto/Castle/ Leader/ L&T/ Audco/Sant
64	Valve: Solenoid	Rain Bird, USA/Toro/Nelson,
65	Valve: Non Return	Sant/ Leader/ Zoloto / AIP / Kirloskar/ IVC/ Leader/ Audco
66	Valves: Gunmetal / C.P brass angle	Zoloto / Leader / Kilburn / Sant / Kartar/ AIP/ Audco/Cera/Leader
67	VFD Pump	Jyoti/Crompton/Kirloskar/KSB/Grundfos/Mather & Platt

Sl. No.	Name of Materials	Approved Brand/Make
68	Vibration Eliminator Resisto-flex Pads & Connections	Relay Corpn./Kanwal
69	Vitreous China Sanitary wares	Hindware / Parryware / Cera /Kerovit/ Kohler/ Johnson Pedder/Simpolo/RAK/Jaquar/Essco
70	Water Cooler	Blue Star/ Voltas/ Usha/ Godrej/WAE
71	Water Meter	Capstan /Kranti/ Anand/ Kant
72	Water supply pumps	KSB/ Grunfos/ Kirloskar/ Crompton/ Mather & Platt /Lubi
73	White Glazed Fire Clay Sink	Hindware / Parryware / Cera/Simpolo/RAK
<b>(D)</b>	<b>FIRE FIGHTING WORKS</b>	
1	Air Release Valve/Air Cushion Tank	Zoloto/Advance/Leader/Audco/Castle
2	Alarm valve & Hydraulic (Alarm motor with coupling)	HD fire protect/TYCO/VIKING/Newage
3	Alternator	Stamford/ Lorey Somer/ Kirloskar/ Toyo Denki/ AVK
4	Ammeter/ Voltmeter/ PF/ kW/ Hz/meter/Energy Meter/ Multimeter	As per respective electrical make list
5	Anchor Fastener	Fischer / Hilti or equivalent/Wurth
6	Ball Valves	L&T/ Audco /Zoloto/ Advance/Emerald/ KSB/Leader
7	Battery	Exide/ AMCO /Amararaja/ Panasonic
8	Butt welded fitting (UL Listed) & accessories	V.S. Forge/True Forge / DRP-M
9	Butterfly valves	L&T/ Audco/ Zoloto / Advance/ KSB/Leader/Sant
10	Cable lugs and glands	As per electrical make list
11	Cables	As per electrical make list
12	Check Valve/Foot Valve/Sluice Valve/NRV	L&T/Audco / Zoloto Advance/KSB/Leader
13	Control / Potential / Current Transformer	As per respective electrical make list
14	Deluge valve/ Solenoid valve/ Spray nozzle	HD / Tyco/Viking
15	Diesel engine driven pump	Ashok Leyland/ Cummins/ Perkins/ WILO-Mather & Platt/Kirloskar/Armstrong Fluid Technology/KSB
16	ELCB	As per electrical make list
17	Epoxy Paint	As per Civil Works make list
18	Fire Buckets	Safex / Minimax/Cease Fire/Peter Autokit
19	Fire Extinguisher	Minimax / Newage/ Eversafe/ Tyco —Johnsons Control /Safeguard/Superex/Kanex/KalpEX
20	Fire Hydrant Valves/ Fire RRL Hose Pipes / Fire Hose Reels/ Fire Man's Axe/ Gun metal short branch pipe/ 2/ 3/4 FB inlet/ draw Out connection/ Hose Box/ Hose reel drum /Nozzle/ blank Caps & Chains / Coupling	Ceasefire / Newage /Minimax/HD/Tyco /Safeguard/ Superex/Safefire/Padmini Chhatariya(For Hose Pipe) /KalpEX/Leader
21	Fire Pumps	Mather & Platt(WILO)/Grundfos/Kirloskar/Xylem—ITT/ Armstrong Fluid Technology / Lubi/KSB
22	Electrical Motors	ABB/ Siemens/Kirloskar/C&G/BALDOR/KSB

Sl. No.	Name of Materials	Approved Brand/Make
23	Flow Meter	Scientific Equipments(p) Ltd./System Sensor or equivalent
24	Flow switch	Potter / Rapid flow/Danfoss/Viking/Belimo /Honeywell
25	Foot Valve (Cast iron/ Gunmetal)	Kirloskar / Zoloto/Advance/L&T/Leader
26	Forged steel fitting & accessories	V.S.Forge/True Forge / DRP-M
27	GI clamps	Chilly/Hilti/WUERTH or equivalent
28	GI / MS Pipes	Tata / Jindal- Hissar/ SAIL/Surya/Prakash Surya
29	Gunmetal Valves (Globe Valves)	Audco / Zoloto Advance/L&T/Leader
30	Over Load Relays Pipe coat material (pipe protection) Pipe Hangers/ Clamps/Supports	As per electrical make list Pypcoat / Makphalt / Safex Chilly/ GMGR /CAMRY/Hilti/Wurth
31	Power/auxiliary Contactors	As per electrical make list
32	Pressure Gauge	Fiebig/ H.GURU/HD/BRC
33	Pressure Switch	Indfoss/ Switzer/ Danfoss/Honeywell
34	Push Buttons/ Indicating lamps LED	As per respective electrical make list
35	Single Phase Preventer	As per electrical make list
36	Solenoid valve/ Spray nozzle	HD / Tyco/Danfoss/ Honeywell
37	Sprinkler Heads (Sidewall/ Upright/ Pendant)	Grinnel- Tyco / Viking / HD
38	Steel flexible extension	Eversafe /Newage/Tyco/Viking
39	Vibration Eliminator	Resistoflex / D'wren / Kanwal
40	Weld Electrodes	Advani/ ESAB/ L&T/Victor
41	Pot strainer	Emerald/ VTM/ Rapid Cool/Leader
42	Y- Strainer	Zoloto/Audco /Emerald/Advance/Leader
43	Rubber Bellows	Resistoflex/Easyflex/Kanwal
44	Fire Suppression System/Gas Flooding Sytem	Tyco/Newage/Minimax/Viking/Fire Trace/ FireTrex/ASES(Agni Suraksha)/Kanex/KalpEX
45	Clean Agent Fire Extinguisher	Kanex/Tyco/Newage/SVS Buildwell/Minimax/Lifeguard/ Ceasefire
(E)	<b>FIRE ALARM SYSTEM</b>	
1	<b>Note: All fire alarm components/ Panels shall be UL/EN listed &amp; confirm to NFPA standards.</b>	
2	Control Cable	RR Cable/ Bonton/ Havells/ Polycab/ Finolex/Grandlay/ Svarn/Anchor / LS Cable/KVVS/RR Kabel/Axelon/SCI
3	Intelligent Addressable Fire Alarm Panel/Detectors/ Hooters/ Manual Call Point UL Listed/ Talkback/ Control Module/ Monitor Module/ Control relay Module/ Short Ckt. Isolator/	Honeywell-Notifier/ Siemens/ Apollo/ Schneider/ Advanced/ Bosch/GE Edwards/Tyco / C&S electric/ Panasonic/ ASES(Agni Suraksha)/BENLO/BENTEC/ NOTOFIRE/Eaton
4	Intelligent Addressable Fire Alarm System	Honeywell-Notifier/ Siemens/ Schneider/ Bosch/ GE Edwards/Tyco/Advanced/Apollo/Panasonic/ ASES(Agni Suraksha)/NOTOFIRE/Eaton
5	Response Indicator	Morlay/Seimens Finder/ GE Edwards/ Honeywell-Notifier/Advanced/Apollo/Panasonic/NOTOFIRE/ Eaton
6	Fire Survival Cable Specification UL,	Bonton/Skytone/FusionPolymers/KEI/nvent/Svarn/

<b>Sl. No.</b>	<b>Name of Materials</b>	<b>Approved Brand/Make</b>
	2196 1010 degree celcius	Anchor/KVVS/NOTOFIRE
7	Fire Annunciation Panel	Minilec/Honeywell-Notifier/Siemens/Tyco-Simplex/ Advanced/Apollo/NOTOFIRE/Eaton
8	Panic Button	Eureka Forbes/ Fire Pro / Tyco/ Advanced/Apollo
9	Photo Chromatic Switch	Bajaj/ Wipro/Phillips/L&T
10	Splitter Box	Shyam Antenna/ CAT vision or equivalent
11	Termination Control Cable	Dowell's/ Elemex/ Wago/ Phoenix

## **SECTION – 6**

## **SCHEDULES**

## **SCHEDULE-"A"**

### **Brief Details of Works and its Location**

Construction/Repair and Renovation work of Smart Class Room at Campus of Poultry Training Center Mahanagar, Lucknow.

I / We have read understood and accept for compliance, the above mentioned instructions and conditions of this schedule and have taken these factors into account while quoting rates in Schedule "G".

Signature.....

Name of Contractor.....

Address.....

## **SCHEDULE – “B”**

### **DRAWINGS ACCOMPANYING THE CONTRACT:**

Drawings such as Site Plans, Lay-out plans, Structural/Architectural Drawings are not available with the bidding documents downloaded from the website and may be obtained from the office of the Project Manager. Unit-26, C&DS, U P Jal Nigam, Lucknow on payment of Rs .....

I / We have read understood and accept for compliance, the above mentioned instructions and conditions of this schedule and have taken these factors into account while quoting rates in Schedule “G”.

Signature.....

Name of Contractor.....

Address.....

## **SCHEDULE “C”**

### **LIST OF SAMPLES:-**

The following samples are to be submitted by the tenderer within seven days from the date of order to commence the work.

## **SCHEDULE “D”**

**SAMPLES TO BE SUPPLIED BY THE CONTRACTOR:-**

## **SCHEDULE “E”**

**TESTS:-**Refer Clause 31 of General Conditions of Contract.

## **SCHEDULE “F”**

### **COMPLETION OF WORK:-**

The completed work, as specified herein shall mean the total works as specified in schedule “A” to “G” finished in all respects to the entire satisfaction of the Engineer completed within 06 months (Six) calendar months from the date of written order to commence the work and remove defects noticed/found within 12 (Twelve) calendar months from the date of handing over of the works.

Any defects noticed in the work during the above period shall be repaired / rectified or replaced in whole or part thereof. No extra payment shall be made for such repairs / rectifications.

I / We have read, understood and accept for compliance, the above mentioned instructions and conditions of this schedule and have taken these factors into account while quoting rates.

Signature.....

Name of Contractor.....

Address.....

## **SCHEDULE-G**

### **BILL OF QUANTITIES**

#### **Preamble**

1. The Bill of Quantities shall be read in conjunction with the Instructions to Bidders, Conditions of Contract, Special Conditions of Contract, Technical Specifications and Drawings.
2. The quantities given in the Bill of Quantities are estimated and provisional, and are given to provide a common basis for bidding. These are liable to change upto any extent for which no claim shall be admitted whatsoever. 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 priced Bill of Quantities, where applicable, and otherwise at such rates and prices as the Engineer may fix within the terms of the Contract.
3. The rates and prices tendered against 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, and other Taxes (**excluding GST**), cess (including labour cess) and duties, together with all general risks, liabilities and obligations set out or implied in the Contract.
4. The Contractor shall, while quoting his rates, take into account the Input Tax Credit available under the GST Act relevant to the input services/goods required for proper execution of the work under contract.
5. The rates and prices shall be quoted in percentage terms and resultant contract price will be entirely in Indian Currency.
6. General directions and descriptions of work and materials are not necessarily repeated or summarized in the Bill of Quantities. References to the relevant sections of the contract documentation shall be made before entering % age against the Bill of Quantities.
7. The method of measurement of completed work for payment shall be in accordance with the UPPWD/CPWD Specifications unless otherwise provided in contract.
8. Rock is defined as all materials which, in the opinion of the Engineer, require blasting, or the use of metal wedges and sledgehammers, or the use of compressed air drilling for its removal, and which cannot be extracted by ripping with a tractor of at least 150kw with a single rear mounted heavy duty ripper.

**CONSTRUCTION/REPAIR AND RENOVATION WORK OF SMART CLASS ROOM AT CAMPUS OF  
POULTRY TRAINING CENTER MAHANAGAR, LUCKNOW**

**SUMMARY OF COST**

<b>S.No.</b>	<b>DESCRIPTION</b>	<b>AMOUNT</b>
A	COST OF RENOVATION WORK	6208710.35
	<b>COST OF WORK</b>	<b>6208710.35</b>
	<b>SAY (Rs. IN LAKH)</b>	<b>62.09</b>
	<b>ADD 1% LABOUR CESS</b>	<b>0.62</b>
B	COST OF SUPPLY OF FURNITURE & EQUIPMENT	16.07
	<b>TOTAL COST OF WORK</b>	<b>78.78</b>

**CONSTRUCTION/REPAIR AND RENOVATION WORK OF SMART CLASS ROOM AT CAMPUS OF  
POULTRY TRAINING CENTER MAHANAGAR, LUCKNOW**

S.No.	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
<b>A</b>	<b>RENOVATION WORK</b>				
1	Dismantling existing plaster including disposal of refuse as directed by Engineer-in-charge within distance of 60 meters (200feet) [Internal Plaster]	135.38	SQM	42.24	5718.45
2	Dismantling cement concrete or granolithic floors including base concrete and including stacking of dismantled materials as directed by Engineer-in-charge within a distance of 60 meters. (200feet)	311.39	SQM	87.61	27280.88
3	15 mm cement plaster in single coat on rough side of single or half brick wall for interior plastering up to floor two level including internal rounded angles not exceeding 80 mm in girth and finished even and smooth. (1) 1 cement: 6 coarse sand.	135.38	SQM	305.57	41368.07
4	Removing dry or oil bound distemper, water proofing cement paint and the like by scrapping, sand papering and preparing the surface smooth including necessary repairs to scratches etc complete.	767.15	SQM	19.44	14913.40
5	Providing and laying Ceramic glazed floor tiles of size 300x300 mm (thickness to be specified by the manufacturer) of 1st quality conforming to IS. 15622 of approved make in colours such as White Ivory Grey, Fume Red Brown, laid on 20 mm thick cement mortar 14 (1 Cement 4 Coarse sand). Jointing with grey cement slurry@ 3.3kg/sqm including pointing the joints with white cement and matching pigment etc. complete	15.46	SQM	847.54	13102.97
6	Providing and fixing 1st quality ceramic glazed wall tiles conforming to IS 15622 (thickness to be specified by the manufacturer), of approved make, in all colours, shades except burgundy, bottle green, black of any size as approved by Engineer-in-Charge, in skirting, risers of steps and dados, over 12 mm thick bed of cement mortar 13 (1 cement 3 coarse sand) and jointing with grey cement slurry @3.3kg per sqm, including pointing in white cement mixed with pigment of matching shade complete.	70.94	SQM	980.02	69522.62
7	Providing and laying vitrified floor tiles in different sizes (thickness to be specified by the approved make & colours) with water absorption less than 0.08% and conforming to IS: 15622, of approved make, in all colours and shades, laid on 20mm thick cement mortar 1:4 (1 cement 4 coarse sand), including grouting the joints with white cement and matching pigments etc.. complete. Size of Tile 600x600 mm	43.80	SQM	1200.69	52590.22

S.No.	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
8	Providing and laying Vitrified tiles in different sizes (thickness manufacturer), with water absorption less than specified by 0.08% and conforming to I.S. 15622, of approved make, in all colours & shade, in skirting, riser of steps, over 12 mm thick bed of cement mortar 1:3 (1 cement: 3 coarse sand), jointing with grey cement slurry @ 3.3 kg/ sqm including grouting the joint with white cement & matching pigments etc. complete. Size of Tile 600x600 mm	5.62	SQM	1254.48	7050.18
9	Providing and fixing 18 mm thick gang saw cut, mirror polished, premoulded and prepolished, machine cut for kitchen platforms, vanity counters, window sills facias and similar locations of required size, approved shade, colour and texture laid over 20 mm thick base cement mortar 1:4 (1 cement: 4 coarse sand), joints treated with white cement, mixed with matching pigment, epoxy touch ups, including rubbing, curing, moulding and polishing to edges to give high gloss finish etc. complete at all levels. (Area of slab upto 0.50 sqm)	23.54	SQM	4184.19	98495.83
10	Providing and fixing GI Clip in Metal Ceiling System of 600x600 mm module which includes providing and fixing 'C' wall angle of size 0x30x20 mm made of 0.5 mm thick pre painted steel along the perimeter of the room with help of nylon sleeves and wooden screws at 300 mm center to centre, suspending the main C carrier of size 10x38x10 mm made of G.1 steel 0.7 mm thick from the soffit with the help of soffit cleat 37x27x25x1.6 mm, rawl plugs of size 38x12 mm and C carrier suspension clip and main carrier bracket at 1000 mm c/c. Inverted triangle shaped Spring Tee having height of 24 mm and width of 34 mm made of GI steel 0.45 mm thick is then fixed to the main C carrier and in direction perpendicular to it at 600 mm centers with the help of suspension brackets. Wherever the main C carrier and spring T have to join, C carrier and spring T connectors have to be used. All sections to be galvanized @ 120 grms/sqm (both side inclusive), fixing with clip in tiles into spring T with: GI Metal Ceiling Clip in plain Beveled edge global white color tiles of size 600x600 and 0.5 mm thick with 25 mm height, made of G   sheet having galvanizing of 100 gms/sqm (both sides inclusive) and 20% perforation area with 1.8mm dial holes and having NRC of 0.5, electro statically polyester powder coated of thickness 60 microns (minimum), including factory painted after bending and perforation.	222.03	SQM	1819.95	404083.50
11	Providing and Fixing Acoustical wall panelling including all necessary fittings, accessories etc. complete.	330.77	SQM	6661.40	2203391.28

S.No.	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
12	38 mm thick wood block flooring of first class teak wood laid over 25 mm thick leveling layer of cement concrete 1:2:4 (1 cement: 2 coarse sand: 4 graded stone aggregate 10 mm nominal size) to be paid separately, coated with a thin layer of hot bitumen penetration 80/25 (blown type) @ 2.45 kg per sqm, including fixing blocks in position after dipping in hot bitumen (blown type) up to half depth, planed, levelled smooth and finished complete.	218.43	SQM	9290.82	2029393.81
13	Providing & fixing glass panes with putty and glazing clips in steel doors, windows, clerestory windows, all complete with: 4.0 mm thick glass panes	18.60	SQM	822.89	15305.75
14	Providing and applying white cement based putty of average thickness 1 mm, of approved brand and manufacturer, over the plastered wall surface to prepare the surface even and smooth complete	902.52	SQM	120.61	108852.94
15	Distempering (Two coat) with oil bound distemper of approved brand and manufacture & of required shade on undecorated wall surface to give an even shade over & including a priming coat with cement primer of approved brand & manufacture such as Berger, Asian paints after thoroughly brushing the surface free from mortar droppings & other foreign matters & also including preparing the surface even with plaster of paris or approved synthetic material & sand papered smooth including cost of all materials.	902.52	SQM	143.49	129502.59
16	Painting two coat over priming coat (but including cost of priming coat) on steel and other metal surfaces up to 10 cm. width or girth or small articles not exceeding 0.10sqm in area white superior synthetic enamel such as LUXOL3, DULUX specified brushing to give an even shade and including cleaning the surface of all dirt, dust and other foreign matter sand papering and stoping including cost of all materials, labour tools and plants etc.	96.02	SQM	174.87	16791.02
17	Disposal of malwa including loading & unloading Refused material within distance of 10.00 Km from site.	14.88	CUM	381.90	5682.67

S.No.	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
18	Providing and fixing double scaffolding system (cup lock type) on the exterior side, up to seven story height made with 40 mm dia M.S. tube 1.5 Joining with cup & lock system with M.S. tubes, m centre to centre, horizontal & vertical tubes M.S. tube challies, M.S. clamps and M.S. staircase system in the scaffolding for working platform etc. and maintaining it in a serviceable condition for the required duration as approved and removing it there after The scaffolding system shall be stiffened with bracings, runners, connection with the building etc wherever required for inspection of work at required locations with essential safety features for the workmen etc. complete as per directions and approval of Engineer-in-charge. The elevational area of the scaffolding shall be measured for payment purpose The payment will be made once irrespective of duration of scaffolding.	820.29	SQM	261.44	214456.62
19	Providing and fixing aluminium work for doors, windows, ventilators and partitions with extruded built up standard tubular sections/ appropriate Z sections and other sections of approved make conforming to IS: 733 and IS: 1285, fixing with dash fasteners of required dia and size, including necessary filling up the gaps at junctions, i.e. at top, bottom and sides with required EPDM rubber/ neoprene gasket etc. Aluminium sections shall be smooth, rust free, straight, mitred and jointed mechanically wherever required including cleat angle, Aluminium snap beading for glazing / panelling. C.P. brass / stainless steel screws, all complete as per architectural drawings and the directions of Engineer-in-charge. For fixed portion: Polyester powder coated aluminium (minimum thickness of polyester powder coating 50 micron)	324.28	KG	417.26	135309.07
20	For shutters of doors, windows & ventilators including providing and fixing hinges/ pivots and making provision for fixing of fittings wherever required including the cost of EPDM rubber /neoprene gasket required (Fittings shall be paid for separately): Polyester powder coated aluminium (minimum thickness of polyester powder coating 50 micron)	35.70	KG	497.33	17754.68
21	Providing and fixing glazing in aluminium door, window, ventilator shutters and partitions etc. with EPDM rubber/ neoprene gasket etc. complete as per the architectural drawings and the directins of engineer-in-charge (Cost of aluminium snap beadingg shall be paid in basic item). With float glass panes of 8 mm thicness	46.33	SQM	1302.68	60353.16

S.No.	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
22	Providing and fixing 12 mm thick frameless toughened glass door shutter of approved brand and manufacture, including providing and fixing top & bottom pivot & double acting hydraulic floor spring type fixing arrangement and making necessary holes etc. for fixing required door fittings, all complete as per direction of Engineer in-charge (Door handle, lock and stopper etc.to be paid separately).	5.10	SQM	4116.49	20994.10
23	Providing and fixing 150 mm bright finished floor brass door stopper with rubber cushion, necessary brass screws etc. to suit shutter thickness complete.	2.00	NOS.	209.81	419.62
24	Providing and fixing aluminium tubular handle bar 32 mm outer dia, 3.0 mm thick & 2100 mm long with SS screws etc .complete as per direction of Engineer-in-Charge. Polyester powder coated minimum thickness 50 micron aluminium tubular handle bar	4.00	NOS.	498.92	1995.68
25	Providing and fixing aluminium die cast body tubular type universal hydraulic door closer (having brand logo with ISI, IS: 3564, embossed on the body, door weight upto 35 kg and door width upto 700 mm), with necessary accessories and screws etc. complete.	2.00	NOS.	869.42	1738.84
26	COST OF ELECTRICAL WORK	1.00	JOB	284801.34	284801.34
27	COST OF SANITARY WORK	1.00	JOB	227841.07	227841.07
				<b>TOTAL</b>	<b>6208710.35</b>
<b>B</b>	<b>SUPPLY OF FURNITURE &amp; EQUIPMENT</b>				
1	92" 5K (5120 × 2160) Interactive Flat Panel Display 92" 5K (5120 × 2160) interactive flat panel display with a 21:9 ultrawide aspect ratio, 400 cd/m <sup>2</sup> brightness, 4,000:1 static contrast ratio, 6.5 ms response time, and anti-glare 9H tempered glass panel surface with 178° viewing angles in both planes. It features infrared multi-touch with up to 40-point touch (Windows), ≤5 ms latency, dual-tip and palm recognition, powered by an Octa-Core CPU (A76×4 + A55×4) with Mali-G610 GPU, 8 GB LPDDR RAM, and 128 GB eMMC 5.0 storage running android or similar OS. Shall have dual 16 W speakers and a 15 W subwoofer, complemented by an 8-element beamforming microphone array with full-duplex echo cancellation. Connectivity includes Gigabit Ethernet, 802.11ax Wi-Fi with Bluetooth 5.2 (via VB-WIFI-004 adapter), USB-C with 100 W Power Delivery, and an Intel® OPS Slot-In (80-pin). The display is optimised for Microsoft Teams Rooms™ and Front Row, includes collaboration software and device management software, and is rated at 275 W typical power consumption (standby <0.5 W) with a 50,000-hour backlight life. It carries CTUVus, FCC, Energy 8.0, EPEAT, and CEC certifications. Shall include OPS for compute for plugging to standard inbuilt slot. Make: Viewsonic	1.00	No.	559322.03	559322.03

S.No.	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
2	Digital Podium SITC of Digital Podium Electronic Lectern, Ergonomically designed for proper heat dissipation. Single power: input for the entire system. No ports/wire exposed while the Podium is locked and not in use to avoid any kind of breakage or mishandling, Cooling Fans in lower body. Podium screen is a Highly sensitive Interactive Touch Monitor and mechanism to make the panel stable to avoid any kind of shake while wiring. Size:-21.5" (54.61 cm) Resolution: 1920 x 1080 (Full HD), Aspect ratio: 16:9 Response time: 5ms Computing interface:-USB x 4, VGA x 1, HDMI x 1, Sliding shutter to protect the screen. Computing system intel core i3/4GB/256 GB SSD VGA x 1, USB2.0 x 2 LAN Port x 1, USB 3.0 x 1 Sound system:-Gooseneck mic complete in all respect upto entire satisfaction of Engineer in Charge of Work. Make: PoepleLink	1.00	No.	491525.42	491525.42
3	Column Loudspeaker Passive Slim Column loudspeaker, nominal height 32" (800 mm), with 4× 5" × 2.25" racetrack woofers and 2× 0.8" tweeters; built-in 10° down-tilt dispersion angle, 160° horizontal × 60° vertical coverage. Suitable for flush-to-wall mounting, conforming to ADA clearance requirements via 3.7" (93 mm) depth. Power handling: 150 W continuous pink noise, 600 W peak; frequency range: 85 Hz – 20 kHz. Features a 60 W multi-tap transformer for 70 V/100 V lines, plus 8-ohm bypass mode. Max SPL: 116 dB peak, 110 dB continuous. Make: JBL	2.00	No.	52542.37	105084.74
4	300W Mixer Amplifier 300-watt single-zone mixer amplifier rated at 300 W (10% THD, 240 VAC, 1 kHz, 4Ω). Frequency response is 50 Hz – 15,000 Hz (±3 dB), signal-to-noise ratio is ≥ 70 dB, and output regulation is ≤ 3 dB from no load to full load at 1 kHz. The unit accommodates 6 microphone inputs and 2 auxiliary inputs, with Line Input, Preamp output, and Line output for system expansion and scalability amplifiers for larger applications. Bass tone control provides ±10 dB at 100 Hz, with independent treble adjustment, and speaker outputs via barrier strip (≥16 AWG, touch-proof) and 6.3 mm jack are selectable for 4Ω, 8Ω, 70V, or 100V distributed systems. Built-in USB and Bluetooth connectivity, along with overload and low-voltage protection. Make: JBL	1.00	No.	37118.64	37118.64
5	UPS 6KVA with inbuilt battery. Make: Eaton	1.00	No.	84322.03	84322.03
6	Speaker Wire/HDMI. SITC of Wire & Accessories	1.00	No.	42372.88	42372.88
7	Wifi. SITC of Wifi Access Point Wifi6 Airpro	2.00	No.	30932.20	61864.40
8	POE Switch. Sitr of 8 Port POE Switch	1.00	No.	25000.00	25000.00

<b>S.No.</b>	<b>DESCRIPTION</b>	<b>QTY</b>	<b>UNIT</b>	<b>RATE</b>	<b>AMOUNT</b>
9	Chairs GST 832 , GEEKEN	30.00	No.	5423.73	162711.90
10	TABLE 1, CLASSIC 15, GEEKEN	1.00	No.	19915.25	19915.25
11	CHAIR , LINK 1 , GEEKEN	1.00	No.	17881.36	17881.36
				<b>TOTAL</b>	<b>1607118.65</b>

## **SCHEDULE-H**

### **ADDITIONAL ITEM RATES:-**

These will be measured and paid as defined in the contract.

## **SECTION – 7**

### **GUARANTEES & FORMS**

**Letter of Acceptance**

(On the Letter Head)

**Subject:- Letter of acceptance for Construction of .....at .....in District.....**

To,

M/s .....

.....

.....

This is to notify you that on behalf of the Employer, the .....,C&DS, U P Jal Nigam .....,your Bid dated ..... for Construction of .....at .....in district..... for the Contract Price of Rs.....(Rs.....only)is hereby accepted by the competent authority.

You are hereby requested to furnish Performance Security, in the form detailed in Cl.46 of General Conditions of Contract for an amount of Rs..... (Rs.....) within 10 days of the receipt of this letter of acceptance valid up to 45 days from the date of expiry of Defects Liability Period (i.e. up to .....) and sign the contract, failing which action as stated in Clause 46.4 of General Conditions of Contract will be taken.

You are also requested to submit following Stamps, affidavits and documents for execution of contract.

List of documents-

1.....

2.....

3.....

Yours faithfully,

.....,

.....

**Endt.No. & Dated as above.**

Copy to the following for information & necessary action.

**(Issue of Notice to Proceed with Work)**

OFFICE OF THE .....(Letter Head)

Subject:-Issue of Notice to proceed with the work

To,

.....

.....

.....

Dear Sirs:

Pursuant to your furnishing the requisite performance security as stipulated in Clause 46 of General Conditions of Contract and signing of the contract to the construction of .....at .....in Distt. ...., you are hereby instructed to proceed with the execution of the said works in accordance with the contract documents.

Yours faithfully,

.....

.....

**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 as mentioned in Instructions to Bidders.}

*Standard Form: Agreement*

**Agreement**

This agreement, made the ..... day of ..... of 20. Between....., (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 Construction of .....at .....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 within 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 & Schedules;
- 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  
C&DS, U.P. Jal nigram

C&DS, U.P. Jal Nigram

Binding Signature of Contractor

CONTRACTOR

In the presence of:

1- Employer's authorised representative

.....

2- Contractor's representative

.....

# Form of Performance Security (Guarantee)

## Bank Guarantee Bond

In consideration of the Construction & Design Services,U.P.Jal Nigam (hereinafter called 'The Nigam') having offered to accept the terms and conditions of the proposed agreement between ..... and ..... (Hereinafter called 'the said Contractor(s)') for the work..... (Hereinafter called 'the said agreement") having agreed to production of an irrevocable Bank Guarantee for Rs..... (Rupees ..... only) as a security/guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement.

1- We, ..... \_ (Hereinafter referred to as 'the Bank") hereby undertake to pay to the Nigam an amount not exceeding Rs ..... (Rupees ..... Only) on demand by the Nigam.

2- We,..... (indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demure, merely on a demand from the Nigam stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Nigam by reason of breach by the said contractor (s) of any terms & condition contained in the said Agreement or by reason of the contractor (s) failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs ..... (Rupees ..... only)

3- We, the said bank further undertake to pay the Nigam any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Contractor(s) shall have no claim against us for making such payment.

4- We, ..... (indicate the name of the Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the Nigam under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till Engineer-in-Charge on behalf of the Nigam certified that the terms and conditions of the said agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.

5- We, ..... (indicate the name of the Bank) further agree with the Nigam that the Nigam shall have the fullest liberty without our consent and without affecting in any manner our obligation & hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to

time any of the powers exercisable by the Nigam against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act of omission on the part of the Nigam or any indulgence by the Nigam to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6- This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).

7- We, ..... (Indicate the name of the Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Nigam in writing.

8- This guarantee shall be valid up to ..... unless extended on demand by the C&DS. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs ..... (Rupees .....) and unless a claim in writing is lodged with us within twelve months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.

Dated the .....day of .....

For.....

(Indicate the name of the Bank)

## BANK GURANTEE FOR MOBILISATION ADVANCE

(On non-judicial paper of an appropriate value)

To,

.....  
C & D.S, U.P. Nigam  
.....  
.....

Subject: -----

(Name of work and Contract No.)

Dear Sir,

1- In consideration of the Construction & Design Services, U.P.Jal Nigam. (hereinafter called the Nigam, which expression shall include his successors and assigns) having agreed under the terms & conditions of Contract no ..... dated ..... (Hereinafter called the Contract) to make at the request of the contractor there under a lump sum advance of Rs ..... for utilizing it for the purposes of the said contract on its furnishing a guarantee acceptable to the Nigam.

2. We them ..... Bank having its branch office at ..... (hereinafter referred to as the Bank or the said Bank) a Company under the Companies Act, 1956 and having our registered office at ..... do hereby guarantee the repayment and recovery of the said advance together with interest thereon as provided according to the terms and conditions of the said contract. If the contractor fails to utilize the said advance for the purposes of the said contract and/or the said advance together with interest thereon as aforesaid is not fully recovered by the Nigam, we ..... Bank, hereby unconditionally and irrevocably undertake to pay to the Nigam on merely demand and without demur or protest to the extent of the said sum of Rs ..... with interest any claim made by the Nigam on us against non-utilization/ mis-utilisation of the said advance and/or reason of Nigam not being able to recover in full the said sum of Rs ..... with interest as aforesaid.

3- We..... Bank further agree that the Nigam shall be the sole judge of and as to whether the contractor has utilized or not utilized the said advance or any part thereof for the purpose of the said contract and/or as to whether the advance or any part thereof with interest has been recovered or not and the finding of the Nigam in this regard shall be final and binding on us.

4- We, the said Bank further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said contract and till the said advance has been fully recovered and its claims satisfied or discharged and till the Nigam certifies that the said advance with interest has been fully recovered from the contractors.

5- The Nigam shall have the fullest liberty without affecting in any way the liability of the said Bank under this guarantee or indemnity from time to time to vary any of the terms and conditions of the said Contract or the advance or to extend time of performance by the Contractor or to postpone for any time and from time to time any of the powers exercisable by it against the said Contractor and either to contract or the advance or securities available to Nigam and the said Bank shall not be released from its liability under these presents any exercise by the Nigam of the liberty with reference to the matter aforesaid or by reason of time being given to the said Contractor/or any forbearance, act or omission on the part of the Nigam or any indulgence by the Nigam to the said Contractor or of any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of so releasing the said Bank from its said liability.

6- The Bank hereby waives all rights at any time inconsistent with the terms of this Guarantee and the obligations of the Bank in terms hereof shall not be in any way affected or suspended by reason of any dispute or disputes having been raised by the affected or suspended by reason of any dispute or disputes having been raised by the Contractor (whether or not pending before any Arbitrator, Tribunal or Court) or any denial or liability by the Contractor stopping or preventing or purporting to stop or prevent any payment by the Bank to the Nigam in terms thereof.

7- The amount stated in any notice of demand addressed by the Nigam to the Bank as liable to be paid to the Nigam, by the Contractor shall be conclusive evidence of the amount so liable to be paid to the C&D.S, U.P. Nigam by the Bank.

8- This guarantee/undertaking shall be in addition to any other guarantee or security whatsoever that the Nigam may now or any time may have in relation to the Contractor's obligations or liabilities under and/or in connection with the said Contract, and the Nigam shall have full authority to have recourse to or enforce this security in preference to any other guarantee or security which the Nigam may have or obtain and no forbearance on the part of the Nigam in enforcing or requiring enforcement of any other security shall have the effect to releasing the Bank from its full liability hereunder.

9- It shall not be necessary for the Nigam to proceed against the said Contractor before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank notwithstanding that any security the Nigam may have obtained from the Contractor shall at the time when proceedings are taken against the said Bank hereunder be outstanding or unrealized.

10- We ..... the said Bank undertake that we shall pay for the with the amount stated in the notice or demand notwithstanding any dispute/difference pending between the parties before the arbitrator and/or that any dispute is being referred to arbitration.

11- We, the said Bank undertake not to revoke this guarantee during its currency except with the consent of the Nigam in writing and agree that any change in the Constitution of the said Contractor or the said Bank shall not discharge our liability hereunder.

12- This guarantee/undertaking shall be a continuing guarantee/undertaking and shall remain valid and irrevocable for all claims of the Nigam and liabilities of the Contractor arising up to and until midnight of .....

13- Notwithstanding anything contained herein above, our liability under this guarantee shall be restricted to Rs ..... along with interest due thereon (Rs .....) with interest and this guarantee shall remain in full force till ..... And unless a claim is made on us within twelve months from the date i.e. before ..... all the claims under this guarantee shall be discharged and we shall be relieved of and discharged from our liabilities hereunder.

Dated ..... Day of ..... 202....

For and on behalf of Bank.

Issued under seal

**SAMPLE FORMAT FOR WILLINGNESS CERTIFICATE**

**(To be submitted for Specialized Works)**

**Name of Work:- Construction/Repair and Renovation work of Smart Class Room at Campus of Poultry Training Center Mahanagar, Lucknow. (Civil/Building)**

I declare that I am having technical expertise required for proper execution of above specialized work. I am registered with .....for .....work in category..... I have been issued license no. ....valid upto ..... (attach copy) as required for execution of the specialized work.

I hereby give my willingness to work as associated specialized agency/contractor for the above mentioned work. I declare that I will execute the said works as per specifications, conditions of the agreement and as per directions of the Engineer. I also undertake that I will employ full time technically qualified supervisor for the works. I will attend inspection of officers of the department as and when required.

Date:

**Signature:**

**Name:**

**Address**

**Phone No.**

**E-mail:**

**SAMPLE FORMAT FOR EXECUTING MEMORANDUM OF UNDERSTANDING**

**Memorandum of Understanding (M.O.U.) Between**

**M/S (Insert Name of the Firm with full address).....**

.....

**(Hereinafter called the Main Contractor)**

**And**

**M/s (Insert Name and full address of the associated specialized contractor).....**

.....

**License Status (as applicable for the specialized work) : Issued By**

**Valid Upto:**

**(Henceforth called Associated Spealized Contractor for .....works)**

**Name of Work:- Construcion of ..... (SH:-Insert name of item of specialized work).**

We state that M.O.U. between us will be treated as an agreement and has legality as per Indian Contract Act (amended upto date). The department (C&DS, U P Jal Nigam) can enforce all the terms and conditions of the agreement for execution of the above work. Both of us shall be responsible for the execution of work as per the agreement to the extent of this MOU allows.

We have agreed as under:

1- The associated specialized contractor shall be responsible to discharge his duties as per terms of agreement entered with Main Contractor. In case of falilure of associated specialized contractor in discharging his duties the Department shall be free to take any action as per agreement including forfeiture of the security deposit against the Main Contractor.

3- The site staff required for the specialized work shall be arranged by the associated specialized contractor as per terms and conditions of the agreement.

Signature of Main Contractor

Signature of Associated Specialized Contractor

Date:

Date:

Place:

Place:

Countersigned:

(Name.....)

Engineer,

Project Manager, Unit-...C&DS, U P jal Nigam, .....

**TO BE EXECUTED BY CONTRACT FOR REMOVAL OF DEFECTS**  
**IN WATER PROOFING WORKS (Basements, Sunken Parts, and Roofs etc.)**

(On Rs. 100/- stamp paper)

This Agreement is made on.....day of 201.. between C&DS, U P Jal Nigam, represented by Project Manager, Unit....., C&DS, U.P. Jal Nigam (hereinafter called the C&DS which expression shall where ever the context so demands or requires, includes their successors in office and assigns) of one part and M/s \_\_\_\_\_(hereinafter called the Guarantor which expression shall wherever the context so demands or requires includes his successors and assigns) of the other part.

WHEREAS THIS agreement is supplementary to a contract (Hereinafter called the Contract) dated-----executed for the purpose of water proofing of structures connected with construction of .....and made between the GUARANTOR OF THE ONE part and the C&DS of the other part, whereby the Guarantor, interalia, undertook to render the buildings and structures in the contract recited completely water and leak-proof.

AND WHEREAS THE GUARANTOR agrees to give a guarantee to the effect that the said structures will remain water and leak proof for 10 (Ten) years from the date after the defect liability period prescribed in the contract.

NOW THE GUARANTOR hereby guarantees that water proofing treatment given by him will render the structures completely leak proof and the minimum life of such water proofing treatment shall be ten years to be reckoned from the date after the defect liability period prescribed in the contract.

Provided that the Guarantor will not be responsible for the leakages caused by earthquake or structural defects or misuse of roof/other components rendered waterproof by the Guarantor or alteration and for such purpose:

- (a) Misuse shall mean any operation which will damage proofing treatment, like chopping of firewood and things of the same nature which might cause damage to the roof.
- (b) Alteration shall mean construction of an additional storey or a part of the roof or construction adjoining to existing roof whereby proofing treatment is removed in parts.
- (c) The decision of the Engineer-in -charge with regard to cause of leakage/seepage shall be final.

During this period of guarantee the guarantor shall make good all defects and in case of any defect being found, render that component water proof to the satisfaction of the Engineer-in-charge at his cost. The Guarantor shall commence the work for the rectification within seven days from the date of issue of the notice from the Engineer-in-charge calling upon him to rectify the defects failing which the work shall be done by the department by some other agency/contractor at the GUARANTOR's risk and cost. The decision of the Engineer as to the cost payable by the Guarantor shall be final and binding.

Guarantor hereby indemnifies the C&DS for any/all losses, damages, cost expense otherwise which may be incurred by C&DS by reason of any default on the part of the GUARANTOR in performance and observance of this supplementary agreement and in this respect the amount of loss and/or damage and/or cost incurred by the C&DS, the decision of the Engineer will be final and binding on the parties.

IN WITNESS WHEREOF these presents have been executed by the Guarantor.....and..... for and on behalf of the C&DS on the day, month and year first above written SIGNED, SEALED AND delivered by Guarantor.

Signed by Guarantor

In the presence of:

- 1. ....
- 2. ....

In the presence of:

- 1. ....
- 2. ....

Signed for C&DS by

**GUARANTEE BOND TO BE EXECUTED BY CONTRACTOR (s) FOR REMOVAL OF DEFECTS AFTER COMPLETION IN RESPECT OF ANTITERMITE TREATMENT WORKS**

(On Rs. 100/- stamp paper)

This Agreement is made on.....day of 201.. between C&DS, U P Jal Nigam, represented by Project Manager, Unit..., C&DS, U.P. Jal Nigam (hereinafter called the C&DS which expression shall wherever the context so demands or requires, includes their successors in office and assigns) of one part and M/s \_\_\_\_\_(hereinafter called the Guarantor which expression shall wherever the context so demands or requires includes his successors and assigns) of the other part.

WHEREAS THIS agreement is supplementary to a contract (Hereinafter called the Contract) dated-----executed for the purpose of anti-termite treatment of structures connected with construction of .....and made between the GUARANTOR OF THE ONE part and the C&DS of the other part, whereby the Guarantor, interalia, undertook to render the buildings and structures in the contract recited completely termite proof.

AND WHEREAS the Guarantor agrees to give a guarantee to the effect that the said structure will remain Termite proof for ten years to be reckoned from the date after the defect liability period prescribed in the contract expires.

During this period of guarantee the contractor shall make good all defects and for that matter shall replace at his risk and cost such wooden members and other materials like furniture, books etc. as may be damaged by termite and in case of any other defect being found he shall render the building termite proof at his cost to the satisfaction of the C&DS and shall commence the works of such rectification within seven days from the date of issuing notice from the C&DS calling upon him to rectify the defects. If the Guarantor fails to rectify the defects which the work shall be got done by C&DS through some other contractor at the Guarantor's cost and risk and in the later case the decision of the C&DS as to the cost recoverable from the Guarantor shall be final and binding.

Guarantor hereby indemnifies the C&DS for any/all losses, damages, cost expense otherwise which may be incurred by C&DS by reason of any default on the part of the GUARANTOR in performance and observance of this supplementary agreement and in this respect the amount of loss and/or damage and/or cost incurred by the C&DS, the decision of the Engineer will be final and binding on the parties.

IN WITNESS WHEREOF these presents have been executed by .....for and on behalf of the C&DS and the Guarantor M/s.....on the day, month and year first above written SIGNED, SEALED AND delivered by Guarantor.

Signed by Guarantor

In the presence of :

1. ....
2. ....

In the presence of:

Signed for C&DS by

1. ....
2. ....

**GUARANTEE BOND TO BE EXECUTED BY CONTRACTOR (s) FOR REMOVAL OF DEFECTS AFTER COMPLETION IN RESPECT OF ALUMINIUM DOORS, WINDOWS VENTILATORS WORKS**

**( IF APPLICABLE )**

(On Rs. 100/- stamp paper)

This Agreement is made on.....day of 201.. between C&DS, U P Jal Nigam, represented by Project Manager, Unit...., C&DS, U.P. Jal Nigam (hereinafter called the C&DS which expression shall where ever the context so demands or requires, includes their successors in office and assigns) of one part and M/s \_\_\_\_\_(hereinafter called the Guarantor which expression shall wherever the context so demands or requires includes his successors and assigns) of the other part.

WHEREAS THIS agreement is supplementary to a contract (Hereinafter called the Contract) dated----- executed for construction of .....and made between the GUARANTOR OF THE ONE part and the C&DS of the other part, whereby the Guarantor, inter alia, undertook to render the work in the said contract recite structurally stable, use sound material, workmanship, anodizing, colouring, sealing.

AND WHEREAS the Guarantor agrees to give a guarantee to the effect that the said work will remain structurally stable and guarantees against faulty material and workmanship, defective anodizing, colouring, sealing and finishing for 2 (Two) years to be reckoned from the date after the expiry of defect liability period prescribed in the contract.

During this period of guarantee, the guarantor shall make good all defects to the satisfaction of the Engineer-in-charge at his cost and shall commence the work for such rectification within seven days from the date of issue of the notice from the Engineer calling upon him to rectify the defects failing which the work shall be got done by the Department by some other contractor at the Guarantor's risk and cost. The decision of the Engineer as to the cost, payable by the Guarantor shall be final and binding.

Guarantor hereby indemnifies the C&DS for any/all losses, damages, cost expense otherwise which may be incurred by C&DS by reason of any default on the part of the GUARANTOR in performance and observance of this supplementary agreement and in this respect the amount of loss and/or damage and/or cost incurred by the C&DS, the decision of the Engineer will be final and binding on the parties.

IN WITNESS WHEREOF these presents have been executed by .....for and on behalf of the C&DS and the Guarantor M/s.....on the day, month and year first above written SIGNED, SEALED AND delivered by Guarantor.

Signed by Guarantor

In the presence of:

1. ....
2. ....

In the presence of:

1. ....
2. ....

Signed for C&DS by

**GUARANTEE BOND TO BE EXECUTED BY CONTRACTOR (s) FOR REMOVAL OF DEFECTS AFTER COMPLETION IN RESPECT OF WATER SUPPLY AND SANITARY INSTALLATIONS**

(On Rs. 100/- stamp paper)

This Agreement is made on.....day of 201.. between C&DS, U P Jal Nigam, represented by Project Manager, Unit....., C&DS, U.P. Jal Nigam (hereinafter called the C&DS which expression shall wherever the context so demands or requires, includes their successors in office and assigns) of one part and M/s \_\_\_\_\_(hereinafter called the Guarantor which expression shall wherever the context so demands or requires includes his successors and assigns) of the other part.

WHEREAS THIS agreement is supplementary to a contract (Hereinafter called the Contract) dated-----executed for construction of .....and made between the GUARANTOR OF THE ONE part and the C&DS of the other part, whereby the Guarantor, interalia, undertook to render the work in the said contract recited structurally stable leak proof, workmanship, finishing and use of sound materials.

AND WHEREAS the Guarantor agrees to give a guarantee to the effect that the said work will remain structurally stable and guarantees against faulty workmanship, finishing, manufacturing defects of materials and leakages, etc. after expiry of defect liability period prescribed in the contract for the minimum life of **05 (Five)** year to be reckoned from the date after the expiry of defect liability period prescribed in the contract.

During this period of guarantee, the guarantor shall make good all defects to the satisfaction of the Engineer-in-charge at his cost and shall commence the work for such rectification within seven days from the date of issue of the notice from the Engineer calling upon him to rectify the defects failing which the work shall be got done by the Department by some other contractor at the Guarantor's risk and cost. The decision of the Engineer as to the cost, payable by the Guarantor shall be final and binding.

Guarantor hereby indemnifies the C&DS for any/all losses, damages, cost expense otherwise which may be incurred by C&DS by reason of any default on the part of the GUARANTOR in performance and observance of this supplementary agreement and in this respect the amount of loss and/or damage and/or cost incurred by the C&DS, the decision of the Engineer will be final and binding on the parties.

IN WITNESS WHEREOF these presents have been executed by .....for and on behalf of the C&DS and the Guarantor M/s.....on the day, month and year first above written SIGNED, SEALED AND delivered by Guarantor.

Signed by Guarantor

In the presence of:

1. ....

2. ....

In the presence of:

Signed for C&DS by

1. ....

2. ....

**GUARANTEE BOND TO BE EXECUTED BY CONTRACTOR (s) FOR REMOVAL OF DEFECTS AFTER COMPLETION IN RESPECT OF INTERNAL ELECTRICAL INSTALLATIONS**

(On Rs. 100/- stamp paper)

This Agreement is made on.....day of 201.. between C&DS, U P Jal Nigam, represented by Project Manager, Unit....., C&DS, U.P. Jal Nigam (hereinafter called the C&DS which expression shall where ever the context so demands or requires, includes their successors in office and assigns) of one part and M/s \_\_\_\_\_(here in after called the Guarantor which expression shall wherever the context so demands or requires includes his successors and assigns) of the other part.

WHEREAS THIS agreement is supplementary to a contract (Hereinafter called the Contract) dated-----executed for construction of .....and made between the GUARANTOR OF THE ONE part and the C&DS of the other part, whereby the Guarantor, interalia, undertook to render the work in the said contract recited with sound workmanship, finishing and use of sound materials.

AND WHEREAS the Guarantor agrees to give a guarantee to the effect that the said work will remain effective/ stable and guarantees against faulty workmanship, finishing, manufacturing defects of materials and leakages, short circuiting etc.after expiry of defect liability period prescribed in the contract for the minimum life of 02 (Two) years to be reckoned from the date after the expiry of defect liability period prescribed in the contract.

During this period of guarantee, the guarantor shall make good all defects to the satisfaction of the Engineer-in-charge at his cost and shall commence the work for such rectification within seven days from the date of issue of the notice from the Engineer calling upon him to rectify the defects failing which the work shall be got done by the Department by some other contractor at the Guarantor's risk and cost. The decision of the Engineer as to the cost, payable by the Guarantor shall be final and binding.

Guarantor hereby indemnifies the C&DS for any/all losses, damages, cost expense otherwise which may be incurred by C&DS by reason of any default on the part of the GUARANTOR in performance and observance of this supplementary agreement and in this respect the amount of loss and/or damage and/or cost incurred by the C&DS, the decision of the Engineer will be final and binding on the parties.

IN WITNESS WHERE OF these presents have been executed by .....for and on behalf of the C&DS and the Guarantor M/s..... On the day, month and year first above written SIGNED, SEALED AND delivered by Guarantor.

Signed by Guarantor

In the presence of:

- 1. ....
- 2. ....

In the presence of:

Signed for C&DS by

- 1. ....
- 2. ....