

Renovation & Upgradation – Food for Urban Poor Programme for Saharanpur City  
under Smart City Mission

**Saharanpur Smart City Limited**

**Draft Invitation for Proposals**

**For**

**RENOVATION & UPGRADATION - FOOD FOR URBAN POOR PROGRAMME,  
DEFECTS LIABILITIES FOR ONE YEAR ON ENGINEERING, PROCUREMENT  
& CONSTRUCTION (EPC) BASIS IN SAHARANPUR CITY UNDER SMART CITY  
MISSION**

Bid No. 05/FOOD – URBAN POOR/SAHART/

Date 31-01-2020

Duration: 03 Months



**Chief Executive Officer,  
Saharanpur Smart City Limited,  
Saharanpur**

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**DISCLAIMER**

The information contained in this Request for Proposal document (the “RFP”) or subsequently provided to Bidder(s) (hereinafter the “Bidder(s)”, which expression shall, unless repugnant to the context), whether verbally or in documentary or any other form, by or on behalf of the Authority or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the Authority to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their application for qualification and technical proposal (the “Technical Proposal”) and commercial proposal (the “Commercial Proposal”) pursuant to this RFP (collectively the “Proposal”). This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP may not be complete, accurate, adequate or correct. Each Bidder should therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder, under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in the Bidding Process.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

The Authority may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

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The issue of this RFP does not imply that the Authority is bound to short-list Bidders or to appoint the Selected Bidder or Concessionaire, as the case may be, for the Project and the Authority reserves the right to reject all or any of the Technical Proposals or Commercial Proposals without assigning any reasons whatsoever.

The Authority, its employees, advisors or consultants make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this Bid Stage. Neither the information in this RFP nor any other written or oral information in relation to the Bidding Process for implementing the Project or otherwise is intended to form the basis of or the inducement for any investment activity or any decision to enter into any contract or arrangement in relation to the Project and should not be relied as such.

The Authority and also its advisors/ consultants/ representatives/ employees accept no liability of any nature whether resulting from negligence or otherwise, howsoever caused, arising from reliance of any Bidder upon the statements contained in this RFP.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority and also any cost relating to updating, modifying or re-submitting its Proposal pursuant to the RFP being updated, supplemented or amended by the Authority or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Proposal, regardless of the conduct or outcome of the Bidding Process.

The words and expressions beginning with capital letters and defined in this document shall, unless repugnant to the context, have the meaning ascribed thereto herein.

Laws of the Republic of India are applicable to this RFP.

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**SECTION-I–INVITATION FOR BID (IFB)**

1. General

Saharanpur Smart City Limited, Saharanpur (hereinafter referred to as “SSCL” or “Employer” or “Procuring Entity”) invites online unconditional bids through e-procurement portal <http://etender.up.nic.in> from eligible and interested parties (the “Bidder” or “Bidders”).

<b>Name &amp; Address of Employer</b>	Chief Executive Officer Saharanpur Smart City Limited, Office of Municipal Corporation Saharanpur, Uttar Pradesh, INDIA
<b>Subject Matter of Procurement</b>	Renovation & Upgradation - Food for Urban Poor Programme, Defects Liabilities for one year on EPC Contract basis in Saharanpur City under Smart City Mission
<b>Method of Selection</b>	The method of selection is Least Cost Selection (LCS). The Contract will be awarded to the Bidder quoting the lowest financial bid subject to meeting the set qualifying criteria in Technical Evaluation.
<b>Consortium</b>	Not Allowed.
<b>Approx. value of the Project</b>	Rs. 33.28 Lakhs
<b>Period of Completion</b>	03 (Three) months
<b>Bid Document Fee</b>	Rs.5,900/-
<b>Period of on-line availability of Bid Documents (Start Date/ End Date)</b>	Start Date: From: 31-01-2020 End Date: - Till: 24-02-2020
<b>Last date for proposal submission in Hard Copy</b>	End Date: - Till: 24-02-2020 at 4.00 PM
<b>Date of Presentation</b>	12/02/2020 at 3:00 PM
<b>Date and time for Pre-bid Meeting</b>	Date: 11-02-2020 Place: Saharanpur Smart City Limited, Office of Municipal Corporation Saharanpur, Uttar Pradesh, INDIA
<b>Manner, Start Date for submission of Bids</b>	Manner: Online on e-Procurement website <a href="http://etender.up.nic.in">http://etender.up.nic.in</a> Start Date: From: 31-01-2020



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<b>End Date for submission of Bids</b>	End Date: - Till: 24-02-2020 at 4.00 PM
<b>Amount of Bid Security/ Earnest Money Deposit</b>	2% of estimated amount
<b>Date, Time and place of opening of Technical Bid:</b>	Date: 24-02-2020 Time: 04:30 PM Chief Executive Officer Saharanpur Smart City Limited, Office of Municipal Corporation Saharanpur, Uttar Pradesh, INDIA
<b>Date and Time of opening of Financial Bid</b>	Will be intimated later to the Technically qualified bidders
<b>Bid Criteria</b>	Least Cost Selection (LCS) Basis
<b>Bid Validity Period</b>	<b>180</b> (one hundred and eighty) days from the bid submission deadline

**Note:**

1. Any subsequent addendum/ corrigendum shall be published/ uploaded only on the website <http://etender.up.nic.in> and will not be published in the newspapers. In case there is a holiday on the day of opening of Bids, activities assigned on that date shall be carried out on the next working day.
2. While electronically submitting the Bids, it should be ensured that the Bid Documents including Conditions of Contract are digitally signed by the Bidder.
3. For participating in the above e-tender, the Bidders shall have to get themselves registered with <http://etender.up.nic.in> and get User ID, password, Class 3 Digital Signatures Certificate (DSC) is mandatory to participate in the e-tendering process. **For any clarification/ difficulty regarding e-tendering process Bidders shall contact helpdesk on the phone numbers mentioned on the website.**
4. Saharanpur Smart City Limited will not be responsible for delay in online submission due to any reason. For this, Bidders are advised to pay Bid Document Fee, Bid Security and upload their complete Bid well advance in time so as to avoid 11th hour issues like slow speed, pending transaction, choking of website due to heavy load or any other unforeseen problems.
5. Uploaded documents of valid and successful bidder (hereinafter referred to as the “**Successful Bidder**”) may be verified with the original before signing the agreement, to be uploaded prior to the date and time for Bid submission specified herein.
6. The Bid Document is not to be uploaded by the Bidder. The Bidder has to only agree/disagree with the conditions in the Bid Document. The Bidder who disagrees on the conditions of the Bid Document cannot participate in the Tender.
7. All the prospective Bidders are encouraged to participate in the pre-bid meeting and it is advised that the work sites are visited and Bid Documents are studied thoroughly.
8. SSCL reserves the sole right to cancel the bid process and reject any or all of the Bids without assigning any reason.

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9. Procurement entity disclaims any factual/ or other errors in the Bid Document (the onus is solely on the individual bidders to verify such information) and the information provided therein are intended only to help the Bidders to prepare a logical Bid/Proposal.

Chief Executive Officer  
Saharanpur Smart City Limited  
Saharanpur

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**2. Notice Inviting Tender (e-tender)**

**SAHARANPUR SMART CITY LTD. (SSCL)**  
Municipal Corporation Saharanpur

NIT No.

Date:

1. The Chief Executive Officer (CEO) Saharanpur Smart City Ltd. (SSCL) invites online bids for the following works:

S. No.	Name of the project	Tender Fee non-refundable (Rs.)	Earnest Money Deposit (Rs.)	Time of Completion
1	Renovation & Upgradation - Food for Urban Poor Programme, Defects Liabilities for one year on EPC Contract basis in Saharanpur City under Smart City Mission on EPC contract basis in Saharanpur City under Smart City Mission	5,900/-	2% of estimated cost	03 months

- Tender document can be downloaded from the e-tendering website <http://etender.up.nic.in> from Date: 31-01-2020 to till Date: 24-02-2020.
- Bidders are requested to submit the Tender fee online
- The last date for pre-bid queries is Date 07-02-2020 till 05:00 PM through e-mail on [smartcitysaharanpur@gmail.com](mailto:smartcitysaharanpur@gmail.com).
- The deadline of e-bid-submission is 24-02-2020 Time: 04:00 PM Bid documents and original security shall be submitted/received through online mode.

Sd/-  
Chief Executive Officer  
SSCL

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**SECTION –II**

**INSTRUCTIONS TO BIDDERS  
(ITB)**

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**(A) GENERAL**

**1. Scope of Bid**

- 1.1 The Employer, Saharanpur Smart City Limited (hereinafter referred to as the “**Employer/ SSCL/ Procuring Entity**”) invites bids for the construction of Works as described in these documents and referred to as “the works”. The name and identification number of the works is provided in the Appendix to ITB.
- 1.2 The Successful Bidder will be expected to complete the works by the intended Completion Date specified in the Section 4- Part I General Conditions of Contract.
- 1.3 Throughout these bidding documents, the terms 'bid' and 'tender' and their derivatives (Bidder/ tenderers, bid/tender, bidding/tendering, etc.) are synonymous.
- 1.4 The term “in writing” means communicated in written form (e.g. by mail, e-mail, fax, distributed or received through electronic-procurement system used by the Employer) with proof of receipt.
- 1.5 If the context so requires, “singular” means “plural’ and vice versa.
- 1.6 “**Day**” means calendar day, unless otherwise specified as a “Business Day.” A Business Day is any day that is a working day of the Employer. It excludes the Employer’s official public holidays.

**2. Source of Funds**

- 2.1 Source of Fund is from Smart City Mission funds (Government of India and Government of Uttar Pradesh).

**3. Eligible Bidders**

- 3.1 The Bid is open to all Bidders who fulfil Minimum Eligibility requirements laid down in the Appendix of ITB.
- 3.2 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices by the Central Government, the State Government or any public undertaking, autonomous body, authority by whatever name called under the Central or the State Government.
- 3.3 Any bidders having criminal record is not allowed to participate in the online bidding process. Any person who is having criminal cases against him or involved in the organized crime or gangster activities or Mafia or Goonda or Anti-social activity are strictly prohibited to participate in the bidding process. If it is established that any bidder has criminal record, his bid shall be automatically cancelled.

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- 3.4 The bidder has to produce/attach Character certificate, 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.
- 3.5 Any bidder who is an Advocate and Registered with any State Bar Council Shall not be allowed to participate in the bidding. If it is established that the contractor is registered with the state bar council, his bid shall be automatically cancelled.
- 3.6 The Bidder may be a natural person, Limited Company/Corporation, Proprietary firm, Partnership firm.
- 3.7 Consortium is not allowed. The member should be registered in India under companies act 1956/2013. The bidder shall be responsible for complete scope including meeting the SLAs.

#### **4. Qualification of the Bidder**

- 4.1 All Bidders shall provide in Section 3, Forms of Bid, Qualification Information Forms, a preliminary description of the proposed work method and schedule, including conceptual drawings/ structural drawings and charts, as necessary.
- 4.2 All bidders shall include the following information and documents with their bids in Section 3:
  - a. Copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory of the Bid to commit the Bidder;
  - b. Total monetary value of construction/ civil works performed for each of the last five years;
  - c. Experience in works of a similar nature and size for each other last five years, and details of works in progress or contractually committed with certificates from the concerned officer of the rank of Executive Engineer or equivalent;
  - d. Evidence of ownership of major items of construction equipment named in Clause 4.4 B (b) (i) of ITB or evidence of arrangement of possessing them on hire/lease/buying as defined therein;
  - e. Details of the technical personnel proposed to be employed for the Contract having the qualifications defined in Clause 4.4 (b) (ii) of ITB for the construction;
  - f. Reports on the financial standing of the Bidder, such as profit and loss statements and auditor's reports for the past three years;
  - g. An Undertaking that the bidder will be able to invest a minimum cash up to 10% of contract value of work, during implementation of work;
  - h. Evidence of access to line(s) of credit and availability of other financial resources facilities (10% of Contract Value), certified by the Bankers (not more than 3 months old);
  - i. Authority to seek references from the Bidder's bankers;
  - j. Information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned, and disputed amount and the matter;

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- k. The proposed methodology and programme of execution, backed with equipment planning and deployment, duly supported with broad calculations and quality control/ management procedures proposed to be adopted, justifying their capability of execution and completion of the work as per technical specification within the stipulated period of completion as per milestones.
- 4.3 Bids from single bidder is allowed.
- 4.4 Qualification Requirements:
- 4.4.1 To qualify for award of the Contract, each bidder should have in the last five years:
- (a) Achieved in any one year a minimum financial turnover (in all cases of civil engineering construction works for residential, commercial and industrial building / renovation and upgradation of civil construction work only) volume of construction work of at least the amount equal to the estimated cost of works for which bid has been invited. The turnover will be indexed at the rate of 8 percent for a year.
  - (b) Satisfactorily completed, as prime Contractor, at least one similar work equal in value to 80% of the estimated cost of work (excluding maintenance cost for five years) for which the bid is invited, or such higher amount as may be specified in the Appendix to ITB.
- 4.4.2 Each bidder must attach:
- (a) The current income-tax clearance certificate;
  - (b) An affidavit that the information furnished with the bid documents is correct in all respects; and
  - (c) Such other certificates as defined in the Appendix to ITB. Failure to produce the certificates shall make the bid non-responsive.
- 4.4.3 Each bidder must demonstrate:
- (a) Availability for construction work, of the owned, key equipment stated in the Appendix to ITB including equipment's required for establishing field laboratory to perform mandatory tests, and those stated in the Appendix to ITB;
  - (b) Availability for construction work of technical personnel as stated in the Appendix to ITB.
  - (c) Liquid assets and /or credit facilities, net of other contractual commitments and exclusive of any advance payments which may be made under the Contract, of not less than the amount specified in the Appendix to ITB;
- 4.4.4 The bidder must not have in his employment:
- (a) The near relations (defined as first blood relations, and their spouses, of the bidder or the bidder's spouse) of persons listed in the Appendix to ITB.
  - (b) Without Government permission, any person who retired as gazetted officer within the last two years of the rank and from the departments listed in the Appendix to ITB.
- 4.4.5 To qualify for a package of contracts made up of this and other contracts for which bids are invited in the Notice Inviting Tender, the bidder must demonstrate having experience and resources sufficient to meet the aggregate of the qualifying criteria for the individual contracts.

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4.5 Sub-contractors experience and resources shall not be taken into account in determining the bidder's compliance with the qualifying criteria except to the extent stated in 4.4.1 above.

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

$$\text{Assessed Available Bid capacity} = (A*N*M - B)$$

Where

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

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

M = M is taken 2.5

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

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

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

- (a) Made misleading or false representations in the forms, statements, affidavits and attachments submitted in proof of the qualification requirements; and/or
- (b) Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.
- (c) Participated in the previous bidding for the same work and had quoted unreasonably high or low bid prices and could not furnish rational justification for it to the Employer.

## 5. One Bid per Bidder

5.1 Each Bidder shall submit only one bid. A Bidder who submits or participates in more than one Bid will cause all the Proposals with the Bidder's participation to be disqualified.

## 6. Cost of Bidding

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

6.2 The Bidder shall be deemed to have satisfied himself before bidding as to the correctness and sufficiency of his bid information for the works and of the rates and prices given in the relevant Schedule or quoted by him, which rates and prices shall, except as otherwise



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provided, cover all his obligations under the Contract and all matters and things necessary for the proper completion of the works

**7. Site Visit**

7.1 The Bidder, at its own responsibility and risk, is encouraged to visit and examine the Site of Works and its surroundings including source of earth, water, road etc. and obtain all information that may be necessary for preparing the Bid and entering into a contract for construction of the Works. The costs of visiting the site shall be at the Bidder's own expense.

**(B) BIDDING DOCUMENTS**

**8. Contents of Bidding Documents**

8.1 The set of Bidding Documents comprise of the documents listed below and addenda issued in accordance with Clause 10 of ITB:

1. Notice Inviting Tender
2. Instructions to Bidders (ITB)
3. Qualification Information
4. Conditions of Contract  
(Part I General Conditions of Contract, and Contract Data; Part II Special Conditions of Contract)
5. Specifications
6. Drawings
7. Bill of Quantities
8. Form of Bid
9. Form of Acceptance, Form of Agreement, Issue of Notice to Proceed with the Work, form of Unconditional Bank Guarantee

8.2 Bidding document will be available online on the website <http://etender.up.nic.in>

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

**9. Clarification of Bidding Documents and Pre-bid Meeting:**

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

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**9.2 Pre-bid Meeting**

- a) The Bidder or his official representative is invited to attend a pre-bid meeting, which will take place at the address, venue, time and date as indicated in APPENDIX to ITB.
- b) The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- c) The Bidder is requested to submit any questions in writing to reach the Employer not later than one week before the meeting. The queries received beyond this date will not be entertained.
- d) Minutes of the meeting, if applicable, including the text of the questions raised (without identifying the source of inquiry) and the responses given will be uploaded on the e-procurement website. Any modification to the Bidding Documents that may become necessary as a result of the Pre-Bid Meeting shall be made by the Employer exclusively online through the issue of addendum and not through the Minutes of Pre-Bid Meeting.
- e) Non-attendance at the Pre-Bid Meeting will not be a cause for disqualification of a Bidder.

**10. Amendment of Bid Documents**

10.1 Before the deadline for submission of Bids, the Employer may modify the Bidding Documents by issuing addenda online.

10.2 Any addendum thus issued shall be part of the Bid Documents and shall be uploaded on the website as corrigendum by the Employer.

10.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Employer may, at his discretion, extend as necessary the deadline for submission of Bids, in accordance with Sub-clause 20.2 below.

**(C) Preparation of Bids**

**11. Language of the Bid**

11.1 All documents relating to the Bid exchanged by the Bidder and the Employer shall be in the English language. Supporting documents and literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in the English language, in which case, for purposes of interpretation of the Bid, such translation shall govern.

**12. Documents Comprising the Bid**

12.1 The Bid to be submitted online by the Bidder (refer Clause 8.1) shall comprise of scanned copies of the following in 2 (two) separate parts:

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**Part I Technical Part:**

- (i) Proof of depositing EMD whether through NEFT/ Net Banking/ RTGS;
- (ii) Qualification information, supporting documents, affidavit and undertaking as specified in Clause 4 of ITB;
- (iii) Undertaking that the Bid shall remain valid for the period specified in Clause 15.1 of ITB;
- (iv) Any other information / documents required to be completed and submitted by bidders, as specified in the appendix to ITB, and
- (v) An affidavit affirming that information he has furnished in the bidding document is correct to the best of his knowledge and belief.

**Part II Financial Part shall comprise of:**(No hard copy to be submitted)

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

12.2 Following documents, which are not submitted with the Bid will be deemed to be part of the Bid:

Section	Particulars
1.	Notice inviting Tender
2.	Instructions to Bidders
3.	Conditions of Contract
4.	Contract Data
5.	Specifications
6.	Drawings

12.3 The Technical Part shall not include any information related to the Bid price. Where material financial information related to the Bid Price is contained in the Technical Part of the Bid shall be declared non-responsive.

**13. Bid Prices**

13.1 The Contract shall be for the whole Project/Work(s) as described in Clause 1. 1 of ITB, based on the priced Bill of Quantities submitted by the Bidder.

13.2 The Bidder shall adopt the EPC Method as specified in the Appendix to ITB; only the same option is allowed to all the Bidders. EPC Method requires the bidder to quote a “Lowest Bidder” shall mean the bidder who is quoting the lowest BID price. at par of the schedule of rates specified in the Appendix to ITB.

13.3 All duties, taxes (including GST), royalties and other levies payable by the Bidder under the contract or for any other clause, shall be included in the rates, prices and total Bid Price submitted by the Bidder.

13.4 The rates and prices quoted by the Bidder shall be fixed for the duration of the Contract

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and shall not be subject to adjustment.

**14. Currencies of Bid**

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

**15. Bid Validity**

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

15.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the Bidders to extend the period of validity for a specified additional period. The request and the Bidder's responses shall be made in writing. A Bidder may refuse the request without forfeiting his Bid Security. A Bidder agreeing to the request will not be required or permitted to modify his Bid, but will be required to extend the validity of his Bid Security for a period of the extension, and in compliance with Clause 16 of ITB in all respects.

**16. Bid Security (Earnest Money)**

16.1 The Bidder shall furnish, as part of his Bid, a Bid Security in the amount specified in the Appendix to ITB.

16.2 The Bid shall contain EMD amount as per the fact sheet shall be payable online only before the bid submission date. No exemption for submitting the EMD will be given to any agency. EMD / Bid security in any other form will not be entertained. The EMD shall be valid for a period of 180 days from the date of submission of bid and extendable upon request by the Authority. The Bidder shall upload the proof on online payment in the e – portal along with the Technical Bid documents.

16.3 Any Bid not accompanied by an acceptable Bid Security unless exempted in terms given in the Appendix to ITB, shall be rejected by the Employer as non-responsive.

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

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

16.6 The Bid Security may be forfeited:

- (a) If the Bidder withdraws the Bid or seeks to modify, alter, add or subtract or put any rider on any ground whatsoever, after Bid opening during the Bid Validity Period;
- (b) In the case of a successful Bidder, if the Bidder fails within the specified time

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limit to:

- (i) Sign the Agreement ; or
- (ii) Furnish the required Performance Security.

**17. Alternative Proposals by Bidders**

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

**18. Format and Signing of Bid**

13.1 The Bidder shall on-line submit Bid comprising of documents as per prescribed clause 12 of ITB.

13.2 The Bid shall be submitted on line and shall be digitally signed by a person or persons duly authorized to sign on behalf of the Bidder, pursuant to Clause 4.3(a) of ITB. The person or persons signing the Bid shall sign all pages of the Bid.

**(D) SUBMISSION OF BIDS**

The Bid Submission module of e-procurement website <http://etender.up.nic.in> enables the bidders to submit the e-bids online against this bidding published by the purchaser. Bid may be submitted only during the period and time stipulated in the bidding. Bidders are advised to start the Bid Submission process well in advance so that they can submit their bids in time. The bidders shall submit their bids taking into account the server time, displayed in the e-procurement website. This server time is the time by which the bid submission activity will be allowed till the permissible time on the last date of submission stipulated in the schedule. The bidders cannot submit their bids after the completion of bid submission period. For delay in submission of bids due to any reasons, shall be responsibility of the bidder. The bidders shall follow the instructions mentioned herein under for submission of their e-bids.

- For participating in bids through the e-bidding system, it is necessary for the bidders to be the registered users of the e-procurement website <http://etender.up.nic.in>. The bidders shall first register themselves on the e-bidding website, if they have not done so previously, using the option “Click here to enrol” available on the home page of the website.
- In addition to the normal registration, the bidder has to register with their Digital Signature Certificate (DSC) in the e-bidding system and subsequently he/ she will be allowed to carry out his /her bid submission activities. Registering the Digital Signature Certificate (DSC) is a onetime activity. Before proceeding to register their DSC, the bidder shall first log on to the e-bidding system using the User Login option on the home page with the logging ID and Password with which they has registered as per clause above. For successful registration of DSC on e-procurement website <http://etender.up.nic.in> the bidder must ensure that they possess class-2 /Class-3 DSC issued by any certifying authorities duly approved by Controller of Certifying Authorities. The bidder is also advised to

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register their DSC on E-procurement website well in advance before bid submission period & time so that they do not face any problem while submitting their e-bid against this bidding. The bidder can perform User Login creation and DSC registration exercise as described in clauses above even before bid submission period starts. The purchaser shall not be held responsible if the bidder tries to submit their e-bid at the last moment of submission of bid, but could not submit due to DSC registration problem.

- The bidder can search for active biddings through “Search Active Biddings” link, select a bidding in which they are interested in and then move it to ‘My Biddings’ Folder using the option available in the Bid Submission menu. After selecting and viewing the bidding, for which the bidder intends to bid, from “My Biddings” folder, the bidder can place their bid by clicking “pay Offline” option available at the end of the view bidding form.
- The bidder shall be disqualified from the evaluation process if the prescribed EMD is not submitted (scanned copy as a proof for the RTGS) along with the bid.
- Next, the bidder should upload the Technical Bid Documents for fee details (Bidding fee and EMD), Qualification details as per PQC, and Financial Bid documents as per BOQ of bidding document. Before uploading, the bidder has to select the relevant Digital signature Certificate. They 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 and Financial schedules/packets and then upload the relevant PDF/XLS files already prepared and stored in the bidder’s computer.
- The Bidder shall click “Encrypt” next for successfully encrypting and uploading of required documents. During the above process, the bid 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 bid documents, a page giving the summary of bid submission will be displayed that the process of e-bid submission is completed. The bidder can take a printout of the summary using the “print” option available in the window as an acknowledgement for future reference.
- Employer reserves the right to cancel any or all Bids without assigning any reason.
- The Bidders are advised to upload the scanned documents with minimum of 150 dpi scanner to ensure readable uploaded e-Bids

### **19. Sealing, Marking and Submission of Bids**

19.1 The Bidder shall have to bid online separately for Technical and financial bid. Technical Bid: **To be opened on 24-02-2020 at 04:30 PM.** (Date and time of Technical Bid opening as per clause 22.1 of ITB.) Financial Bid: Not to be opened except with the approval of the Employer.

### **20. Deadline for Submission of the Bids**

20.1 Complete Bids (including Technical and Financial) must be received by the Employer in the Appendix to ITB not later than the date and time indicated in the Appendix to ITB.

20.2 The Employer may extend the deadline for submission of Bids by issuing an amendment

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in accordance with Clause 10.3 of ITB, in which case all rights and obligations of the Employer and the Bidders previously subject to the original deadline will then be subject to the new deadline.

**21. Late Bids**

21.1 The electronic bidding system would not allow any late submission of Bids after due date and time as per server time.

**(E) BID OPENING AND EVALUATION**

**22. Bid Opening**

22.1 The Employer will open all the Bids online in the presence of the Bidders or their representatives who choose to attend at time, date and the place specified in Appendix to ITB. In the event of the specified date of Bid opening being declared a holiday for the Employer, the Bids will be opened at the appointed time and location on the next working day.

22.2 The Part-I containing Technical Bid shall be opened first.

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

22.4 The Employer shall inform, by E-mail (or otherwise the bidders, whose technical bids are found responsive, date, time and place of opening as stated in the Appendix ITB. In the event of the specified date being declared a holiday for the Employer, the bids will be opened at the appointed time online on the next working day through they or their representative, may attend the meeting of opening of financial bids.

22.5 At the time of the opening of the ‘Financial Bid’, the names of the bidders whose bids were found responsive will be announced. The financial bids of only these bidders will be opened. The responsive bidders’ names, the Bid prices, the total amount of each bid, and such other details as the Employer may consider appropriate will be announced by the Employer at the time of bid opening. Any Bid price, which is not read out and recorded, will not be taken into account in Bid Evaluation.

**23. Process to be Confidential**

23.1 Information relating to the examination, clarification, evaluation, pre-qualification of Bidders, comparison of Bids and recommendations for the award of the Contract shall not be disclosed to Bidders or any other persons not officially concerned with such process until the award to the Successful Bidder has been announced. Any effort by a Bidder

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to influence the Employer's processing of Bids, pre-qualification or award decisions may result in the rejection of his Bid.

#### **24. Clarification of Bids and Contacting the Employer**

24.1 To assist in the examination, evaluation, and comparison of Bids, the Employer may, at his discretion, ask any Bidder for clarification of his Bid, including breakdown of unit rates. The request for clarification and the response shall be in writing, but no change in the price or substance of the Bid shall be sought, offered, or permitted.

24.2 No Bidder shall contact the Employer on any matter relating to his Bid from the time of the Bid opening to the time the contract is awarded.

24.3 Any effort by the Bidder to influence the Employer in the Employer's Bid evaluation, bid comparison or contract award decisions may result in the rejection of the Bidder's bid.

#### **25. Examination of Bids and Determination of Responsiveness**

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

25.2 A substantially responsive "Financial Bid" is one which conforms to all the terms, conditions and specifications of the Bid Documents, without material deviation reservation. A material deviation or reservation is one:

- (a) which affects in any substantial way the scope, quality, or performance of the Works; or
- (b) which limits in any substantial way, inconsistent with the Bid Documents, the Employer's right of the Bidder's obligations under the Contract; or
- (c) whose rectification would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.

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

#### **26. Correction of Errors**

26.1 "Financial Bids" determined to be subsequently responsive will be checked by the



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Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:

- (a) Where there is a discrepancy between the rates in figures and in words, the rate in words will govern ; and
- (b) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.

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

## **27. Evaluations and Comparison of Bids**

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

27.2 In evaluating the Bids, the Employer will determine for each Bid the evaluated Bid price by adjusting the Bid Price by making any correction for errors pursuant to Clause 26 of ITB.

27.3 If the Bid of the Successful Bidder is seriously unbalanced in relation to the Employer's estimate of the cost of work to be performed under the Contract, the Employer may require the Bidder to produce detailed price analysis 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 analysis, the Employer may require that the amount of the Performance Security set forth in Clause 32 be increased at the expense of the Successful Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the Successful Bidder under the Contract. The amount of the increased performance security shall be decided at the sole discretion of the Employer, which shall be final, binding and conclusive on the bidder.

## **28. Price Preference**

28.1 There will be no price preference to any bidder.

## **(F) AWARD OF CONTRACT**

### **29. Award Criteria**

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

- (i) to be substantially responsive to the Bid Documents and who has offered the lowest evaluated Bid Price(L1);and
- (ii) to be within the available bid capacity.

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**30. Employer’s Right to accept any Bid and Reject any or all Bids**

30.1 The Employer reserves the right to accept or reject any Bid, and to cancel the Bidding process and reject all Bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Employer’s action.

**31. Notification of Award and Signing of Agreement**

31.1 The Bidder whose bid has been accepted will be notified of the award by the Employer prior to expiration of the Bid Validity Period by cable, telex or facsimile, email, confirmed by registered letter. This letter (hereinafter and in the Conditions of Contract called the “Letter of Acceptance”) will state the sum that the Employer will pay to the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the “Contract Price”).

31.2 The notification of award of Bid will constitute the formation of the contract, subject only to the furnishing of a Performance Security in accordance with the provisions of Clause 32.

31.3 The Agreement will incorporate all correspondence between the Employer and the successful Bidder. It will be signed by the Chief Executive Officer, Saharanpur Smart City Limited and the successful Bidder within 21 (twenty-one) days of the intimation sent to the Bidder.

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

31.5 The Bid Security of the Bidders whose Bids could not be accepted shall be refunded soon after the contract with the Successful Bidder is signed and his Performance Security is obtained.

**32. Performance Security**

32.1 Within 10 (ten) days after receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Employer a Performance Security of Ten percent (10%) of the Contract Price, shall be valid until a date 45 days from the date of expiry of Defect Liability Period and the additional security for unbalanced Bids in accordance with Clauses 27.3 and 27.4 of ITB and Clause 46 Part I General Conditions of Contract and sign the contract.

32.2 The performance security shall be either in the form of a Performance Bank Guarantee (PBG) or fixed deposit Receipts (FDR), in favor of Saharanpur Smart City Limited, Saharanpur Payable at Saharanpur, U.P., from a Scheduled Commercial Bank.

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32.3 Failure of the successful Bidder to comply with the requirements of Sub-clause 32.1 shall constitute sufficient grounds for cancellation or annulment of the award and forfeiture of the Bid Security.

**33. Advances**

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

**34. Corrupt or Fraudulent Practices**

34.1 The Employer requires the bidders/Contractors to strictly observe the laws against fraud and corruption in force in India, namely, Prevention of Corruption Act, 1988.

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**APPENDIX TO I.T.B.**

ITB Clause Reference	Bid Data												
ITB 1.1	<b>The Employers:</b> The Chief Executive Officer, Saharanpur Smart City Limited, Saharanpur												
ITB 1.1	Renovation & Upgradation - Food for Urban Poor Programme, Defects Liabilities for one year on EPC Contract basis in Saharanpur City under Smart City Mission. Please also refer Section 5.												
ITB 2.1	The State is Uttar Pradesh.												
ITB 3.1	Eligible Bidders are: contractors registered in any central or state government organization.												
ITB4.2	The information required from bidders in Clause 4.2 is modified as follows: NONE												
ITB4.2 (g)	The percentage is Ten												
ITB4.4.1 (b)	One Third of the estimated cost of works												
ITB 4.4.2 (a) (iii)	Other certificates required with the bid are: As per ITB												
ITB 4.4.2 (b) (i)	Not Applicable												
ITB 4.4.2 (b) (ii)	<p>A. The Number of Technical personnel, Qualifications and Experience will be as follows:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Position</th> <th style="text-align: center;">Nos.</th> <th style="text-align: center;">Qualification and experience</th> </tr> </thead> <tbody> <tr> <td>Project Manager</td> <td style="text-align: center;">1</td> <td>B. Tech (Civil engineering) 10 Years Experience on site in similar work</td> </tr> <tr> <td>Site engineer</td> <td style="text-align: center;">1</td> <td>Diploma (Civil) 10 Years Experience on site in similar work</td> </tr> <tr> <td>Site supervisor</td> <td style="text-align: center;">1</td> <td>Diploma (Civil) 5 Year Experience on site in similar work</td> </tr> </tbody> </table> <p>B. For Field Testing Laboratory: Not applicable for this tender</p>	Position	Nos.	Qualification and experience	Project Manager	1	B. Tech (Civil engineering) 10 Years Experience on site in similar work	Site engineer	1	Diploma (Civil) 10 Years Experience on site in similar work	Site supervisor	1	Diploma (Civil) 5 Year Experience on site in similar work
Position	Nos.	Qualification and experience											
Project Manager	1	B. Tech (Civil engineering) 10 Years Experience on site in similar work											
Site engineer	1	Diploma (Civil) 10 Years Experience on site in similar work											
Site supervisor	1	Diploma (Civil) 5 Year Experience on site in similar work											
ITB 4.4.2 (b) (iii)	The minimum amount of liquid assets and/or credit facilities net of other contractual commitments of the successful Bidder shall be 10% of the contract value.												
ITB 4.4.2 (c) (i)	The bidder must produce an affidavit stating that the near relations of the following departmental officers are not in his employment: J.E.'s, A.E.'s, E.E.'s, S.E.'s, and other staff of equivalent rank.												
ITB 4.4.2 (c) (ii)	The bidder must produce an affidavit stating the names of retired gazette officer (if any) in his employment who retired within the last two years with the following ranks from the departments listed below: U.P.P.W.D., R.E.S. and. U.P. Irrigation. (Assistant Engineer,												

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	Executive Engineer, Superintending Engineer, Chief Engineer, Director cum Chief Engineer, Engineer-in-Chief) In case there is no such person in his employment, his affidavit should clearly state this fact.
ITB 4.6	M = 2.5
ITB7.1	The Contact person is:  Mr. Alok Srivastava Nodal Officer Saharanpur Smart City Ltd. Mobile No. 8477008010 Email id – <a href="mailto:smartcitysaharanpur@gmail.com">smartcitysaharanpur@gmail.com</a>
ITB 11.1	Language of the bid is: English
ITB 12.1	The other documents required are: T-4, T-5, T6: Not Applicable for this tender
ITB 13.2	Bids shall be submitted only in EPC Method “Lowest Bidder” shall mean the bidder who is quoting the lowest BID price.
ITB 13.2	Schedule of Rate applicable for EPC Method is: Lowest bidder shall mean the bidder who is quoting the lowest BID price.
ITB16.2	A Bid Security (Earnest Money) amounting to 2% of estimated cost is required and the same may be paid online through Net Banking/ NEFT/ RTGS at portal <a href="http://etender.up.nic.in">http://etender.up.nic.in</a> . Bank details- Saharanpur Smart City Ltd. Bank account no.0294001100000827 IFSC – PUNB0047800
ITB 16.3	Exemption from Earnest Money is granted to: NONE
ITB20.1	The Employer's address for the purpose of Bid submission is online submission
ITB 20.1	The Bid should be submitted latest by <b>Date 24-02-2020 Time 04:00 PM</b>
ITB 22.1 and 22.6	The Technical Bid will be opened online in the office of:  The Chief Executive Officer, Saharanpur Smart City Limited, Saharanpur. The Financial Bid shall be opened online in the office of:  Address: The Chief Executive Officer, Saharanpur Smart City Limited, Saharanpur.

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ITB32.1	<p>The amount and validity period of the performance guarantee is: Amount will be 10% of the Contract Price Validity Period: -As per SBD</p> <p>(i) The Performance Security shall be valid until a date 45 days from the date of expiry of Defect Liability Period and the additional security for unbalanced bids shall be valid until a date 45 days from the date of issue of the certificate of completion.</p> <p>(ii) Additional Performance Security for unbalanced Bid shall be valid for 45 days plus intended completion period.</p>
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**SECTION 3: QUALIFICATION INFORMATION**

The bidder shall fulfil the following qualifying requirements:

**I. FINANCIAL REQUIREMENTS**

1. The sole bidder / lead bidder should have an average annual turnover during last 03 financial years on Construction or Renovation of similar Works not less than equal of the estimated cost of the project.
2. Of the last 3 years as mentioned herein above, the bidder entity must have earned profit during every year.
3. The bidder shall submit Certificate and Audited balance sheet of Financial Turnover as per audited balance sheet of last 3 financial years ending 31st March 2019 duly certified by CA.
4. The Bidder should not have incurred any loss in every year during the last three years ending 31.03.2019.

**II. TECHNICAL CRITERIA /WORK EXPERIENCE**

The bidder should have Experience of having successfully completed similar works during last 05 years ending last day of month previous to the month of opening of Tender Part- I, satisfying either of the following:

Three similar completed works each costing not less than the amount equal to 40% of the estimated cost.

OR

Two similar\* completed works each costing not less than the amount equal to 60% of the estimated cost.

OR

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

**\*Similar Work: Civil construction work for Residential, Commercial & Industrial building / Renovation & upgradation of civil construction work completed in last 5 years.**

The Bidder shall provide completion certificate to substantiate the experience from client for abovementioned contract assignment criteria.

Contractor shall have experience of at least 5 years

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**Section 3A**

**QUALIFICATION INFORMATION FORMS**



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**Qualification Information Forms**

- i. Qualification document as detailed below, complete in all respects, should be submitted on-line as scanned copies as per the stipulations of ITB.
- ii. The information to be filled in by bidders in the following pages will be used for the purposes of post-qualification as provided for in clause 4 of the Instructions to Bidders. This Information will not be incorporated in the Contract. Attach additional pages as necessary.

Renovation & Upgradation – Food for Urban Poor Programme for Saharanpur City  
under Smart City Mission  
**Letter of Bid**

To

The Chief Executive Officer  
Saharanpur Smart City Limited  
Saharanpur

Description of the work :

1. I/We offer to execute the works described above and remedy any defects there in conformity with the conditions of contract, specifications, drawings, bill of quantities and addenda, for lowest bid price as quoted online in BOQ lowest bid below / above/at par with the rate entered in the Schedule of rate, as referred to in clause 13 of ITB.
2. We undertake to commence the works on receiving the notice to proceed with work in accordance with the contract documents.
3. Unless and until a formal agreement is prepared and executed this Bid together with your written acceptance thereof, shall constitute a binding contract between us.
4. I/ We understand that you are not bound to accept the lowest or any tender you may receive.
5. We hereby confirm that this bid complies with the Bid validity and earnest money required by the bidding documents and specified in the Appendix to ITB.

Dated this \_\_day of 2020

Signature in the capacity of \_\_\_\_\_

Duly authorized to sign bids for and on behalf of \_\_\_\_\_  
(in block capitals or typed)

Address \_\_\_\_\_

Renovation & Upgradation – Food for Urban Poor Programme for Saharanpur City  
under Smart City Mission  
**DECLARATION FOR ACCEPTING TERMS AND CONDITIONS OF BID  
DOCUMENT**

To,

Date:

The Chief Executive Officer,  
Saharanpur Smart City Limited,  
Saharanpur.

**Subject: Bid Document dated: [●] for “Renovation & Upgradation - Food for Urban  
Poor Programme, Defects Liabilities for one year on EPC Contract basis in  
Saharanpur City under Smart City Mission”.**

Sir/ Madam,

I/ We have carefully gone through the Terms & Conditions mentioned in the above referred Bid Document. I/ We declare that all the provisions of this Bid Document are acceptable to my/ our company/ firm who has submitted its Bid as a Bidder for this Project. I further certify that I am an Authorized Representative of my company/ firm i.e. the Bidder and am therefore, competent to make this declaration. I further undertake on behalf of my company/ firm that we shall abide by the Bid including the Financial Bid submitted by my company/ firm.

Yours faithfully,

(Signature of the Bidder)

Name:

Designation:

Seal:

Date:

Business Address:

Renovation & Upgradation – Food for Urban Poor Programme for Saharanpur City  
under Smart City Mission

**Information about the Bidder**

**STRUCTURE AND ORGANIZATION**

1.	The Bidder is		
	(a)	An individual	.....
	(b)	a Sole Proprietorship	.....
	(c)	a firm in Partnership	.....
	(d)	a Limited Company or Corporation	.....
2.	No. of years of experience:		
	(a)	As a Prime Contractor (Contractor shouldering major responsibility)	.....
		i) In own country	.....
		ii) other countries (specify country)	.....
	(b)	In a Joint Venture – Not allowed	
		i) in own country	.....
		ii) other countries (specify country)	.....
	(c)	As Sub-Contractor (specify main Contractor)	
		i) in own country	.....
		ii) Other countries (specify country)	.....
4.	For how many years has your organization been in business of similar works under its present name?		.....
5.	Have you ever left the work awarded to you incomplete? (If so, give name of Project/Work(s) and reasons for not completing the work).		.....
6.	In which fields of civil engineering construction, do you claim specialization and interest?		.....
7.	Give details of your soil and materials testing laboratory, if any (include full range of equipment available; ‘make’, year, latest calibration date and functional conditions details etc. including present status indicating their availability for the contract (s) being applied for)		.....
8.	Give details of your experience in similar works.		.....

Renovation & Upgradation – Food for Urban Poor Programme for Saharanpur City  
under Smart City Mission

		.....
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Authorised Signature of Bidder with  
date and Office seal

Renovation & Upgradation – Food for Urban Poor Programme for Saharanpur City  
under Smart City Mission  
**Annual Turnover**

**Bidder's Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

<b>S. No.</b>	<b>Financial Year</b>	<b>Annual Turnover (Rs.)</b>
<b>1</b>		
<b>2</b>		
<b>3</b>		

**Note:** The audited Financial Statements for the corresponding year has to be attached.

Name of the auditor issuing the certificate

Name of the auditor's Firm:

Seal of the auditor's Firm:

Date:

**(Signature, name and designation of the authorised signatory for the Auditor's Firm)**

Renovation & Upgradation – Food for Urban Poor Programme for Saharanpur City  
under Smart City Mission

**Litigation Details - Court Cases/arbitration**

Name of Bidder							
Year	Name of the Work	Name & Address of the Employer	Title of the Court/ Arbitration case	Name of Court/ Arbitrator	Status (Pending/ Decided)	Disputed Amount (Current Value)	Actual Awarded Amount in decided Court cases/ Arbitration

Authorized Signature of Bidder  
with date and Office seal

Renovation & Upgradation – Food for Urban Poor Programme for Saharanpur City  
under Smart City Mission

**Works (Similar Works) that show that bidder fulfils Technical Eligibility Criteria as  
per ITB4 of RFB document**

Bidders should provide information on the Projects that they have completed and which show that they fulfil the eligibility criteria mentioned at Clause 4 of the RFB document.

Project Name	Name of Employer	Description of work	Value of Contract (Rs. In lakhs)	Date of Issue of work order	Stipulated Date of Completion	Actual Date of completion	Remarks explaining reasons for Delay, if any

Description of Work	Place & State	Contract No & Date	Name & Address of Employer	Value of Contract (Rs. In lakhs)	Stipulated period of completion	Value of works remaining to be completed (Rs. Lakhs)	Anticipated Date of completion

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

Authorized Signature of Bidder  
with date and Office seal



Renovation & Upgradation – Food for Urban Poor Programme for Saharanpur City  
under Smart City Mission

**CURRENT CONTRACT COMMITMENTS / WORKS IN PROGRESS**

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

Description of Work	Place & State	Contract No & Date	Name & Address of Employer	Value of Contract (Rs. In lakhs)	Stipulated period of completion	Value of works remaining to be completed (Rs. Lakhs)	Anticipated Date of completion

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

Authorized Signature of Bidder

**Renovation & Upgradation – Food for Urban Poor Programme for Saharanpur City  
under Smart City Mission**

Equipment proposed for carrying out the Works. List all information requested below. Refer also to Clause 4.2(d) and Clause 4.4 b (b) of the Instructions to Bidders.

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

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

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

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

Financial Reports for the Last Five Years: Balance sheets, profit and loss statements, auditors' reports, etc. List below and attach copies.

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

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

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

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**FORMAT FOR EVIDENCE OF ACCESS TO OR AVAILABILITY OF  
OVERDRAFT/CREDIT FACILITIES**

**BANK CERTIFICATE**

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

**If the contract for the Project/Work(s), namely“.....”is awarded to the above firm, we shall be able to provide over draft / credit facilities to the extent of INR.....to meet their working capital requirements for executing the above Contract.**

Signature of Senior Bank Manager:.....

Name of the Senior Bank Manager: .....

Address and Stamp of the Bank:.....

.....

Note: Certificate should be on the letterhead of the bank

Renovation & Upgradation – Food for Urban Poor Programme for Saharanpur City  
under Smart City Mission  
**Affidavit**

Name of Work: .....

I, the undersigned do hereby undertake that our firm/ company i.e. \_\_\_\_\_ would invest minimum cash up to 10% of the value of the work during implementation of the Contract.

Signed by the Bidder

Date

Renovation & Upgradation – Food for Urban Poor Programme for Saharanpur City  
under Smart City Mission

**Format for Power of Attorney (POA) for Signing of Bid**

*(Printed on the INR 500/- stamp paper)*

Know all men by the represents, we.....[*name of the firm and address of the registered office*] do hereby irrevocably constitute, nominate, appoint and authorise Mr/ Ms [*name*], ..... son/daughter/wife of .....and presently residing at ....., who is presently employed with us and holding the position of ....., as our true and lawful attorney (hereinafter referred to as the “**Attorney**”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our application for submission of our Bid for the \_\_\_\_\_(Name of the Works) proposed by Saharanpur Smart City Limited, Saharanpur (the “**Employer**”) including but not limited to signing and submission of Bid and other documents and writings, participate in Pre-bid and other conferences and providing information/ responses to the Employer, representing us in all matters before the Employer, signing and execution of all contracts including the Contract Agreement and undertakings consequent to acceptance of our Bid, and generally dealing with the Employer in all matters in connection with or relating to or arising out of our Bid for the said Work and/ or upon award thereof to us and/or till the entering into of the Contract Agreement with the Employer.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, ....., THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF ..... 2020

(Signature, name in block letters,  
designation and address of the signatory  
delegating the POA)

Witnesses:

Witness1:

Witness2:

Name:

Name:

Address:

Address:

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Occupation:

Occupation:

Accepted

.....

..... (Signature)

(Name in block letters,

Title and Address of the Attorney)

Renovation & Upgradation – Food for Urban Poor Programme for Saharanpur City  
under Smart City Mission  
**Financial Bid**

To

The Chief Executive Officer  
Saharanpur Smart City Limited  
Saharanpur

Subject: Letter of Bid – Financial Part

1. I/We hereby bid for the execution of the above work within the time specified at the rate (in figures) \_\_\_\_\_ (in words) \_\_\_\_\_ percent below/ above or at par based on the Bill of Quantities and item wise rates given therein in all respects and in accordance with the specifications, designs, drawings and instructions in writing in all respects in accordance with such conditions so far as applicable.
2. I/We undertake that if our Bid is accepted to commence the works as soon as is reasonably possible after the receipt of the Engineer's notice to commence, and to complete the whole of the works comprised of the works comprised in the contract with in the time stated in the document.
3. I/We agree to abide by this Bid for the period of 180 (one hundred eighty) days from the date fixed for receiving the same, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
4. Unless and until a formal agreement is prepared and executed this Bid together with your written acceptance there of, shall constitute a binding contract between us.
5. I/We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this \_\_\_day of 2020

Signature in the capacity of \_\_\_\_\_

Duly authorized to sign bids for and on behalf of \_\_\_\_\_  
(in block capitals or typed)

Address \_\_\_\_\_

Renovation & Upgradation – Food for Urban Poor Programme for Saharanpur City  
under Smart City Mission

**SECTION - IV**

**CONDITIONS OF CONTRACT**



**PART – I: GENERAL CONDITIONS OF CONTRACT**

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

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

The form of Conditions of Contract that follows has been developed for smaller measurements contracts for construction on the basis of international practice and the practice of the Government of India, and considerable experience in different States in India in the drafting and management of contracts, bearing in mind a trend in the construction industry towards simpler, more straightforward language.

The Conditions of Contract also incorporate the concept of performance-based payments for routine maintenance of road and junctions.

## A. GENERAL

### 1. Definitions

- a. Terms, which are defined in the Contract Data may not necessarily have been defined in the Conditions of Contract but keep their defined meanings. Capital initials are used to identify defined terms.
- b. **“Bill of Quantities”** means the priced and completed Bill of Quantities forming part of the Bid.
- c. **“Certificate of Construction Completion”** means the certificate to be issued by the Engineer to the Contractor upon being satisfied that the construction/ development/ improvement works on the Sites have been completed as per the Conditions of Contract including Scope of Project, Specifications, Technical Conditions, Employer's Requirements, Drawings, etc.
- d. **“Compensation Events”** are those defined in Clause 40 hereunder.
- e. The **“Completed Work”** means the Renovation & Upgradation - Food for Urban Poor Programme, Defects Liabilities for one year on EPC Contract basis in Saharanpur City under Smart City Mission completed in all respects as per laid down specifications, drawings & conditions of the contract to the entire satisfaction of Engineer. Construction/implementation phase will be of 03 (Three) months duration.
- f. The **“Completion Date”**, the date of completion of the works as certified by the Engineer i.e. 03 months from the date of signing of contract including rainy season and DLP on EPC contract basis.
- g. **“Communication”** between parties is the written and signed letters, notices, reminders, memorandum and instructions recorded in the instruction book or books kept at site.
- h. 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.
- i. The **“Contract Data”** defines the documents and other information which comprise the Contract.
- j. **“Contract Period”** means works execution Period of 03 (Three) months followed by Defects Liabilities for one year on EPC contract basis. This Contract Period will begin from the date of signing of the Contract and will end with successful taking over of the Project Site by Municipal Corporation, Saharanpur. It will also include any time extensions given by the Procuring Entity.

Renovation & Upgradation – Food for Urban Poor Programme for Saharanpur City  
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- k. The “**Contractor**” is the bidder whose Bid to carry out the Works has been accepted by the Employer.
- l. The “**Contractor’s Bid**” is the completed Bidding documents submitted by the Contractor to the Employer and includes Technical and Financial bids.
- m. The “**Contract Price**” is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.
- n. “**Days**” are calendar days; months are calendar months.
- o. A “**Defect**” is any part of the works not completed in accordance with the Contract.
- p. The “**Defects Liability Period**” is one year calculated from the Completion Date.
- q. Drawings include calculations and other information provided or approved by the Engineer for the execution of the Contract.
- r. “**Employer**”: Saharanpur Smart City Limited is the employer who will employ 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.
- s. The term “**Engineer/ Engineer-in-Charge**” shall mean the representative of the Employer, and acting under the orders of the Employer responsible for supervising the Works/Projects, administering the Contract, certifying payments due to the Contractor, issuing and valuing Variations to the Contract, awarding extensions of time, and valuing the Compensation Events and getting the contract executed on behalf of the Employer.
- t. “**Equipment**” is the Contractor’s machinery and vehicles brought temporarily to the Site to construct the Works.
- u. The “**Initial Contract Price**” is the Contract Price listed in the Employer’s Letter of Acceptance.
- v. 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 in Charge by issuing letter of extension of time, after seeking approval from the Employer.
- w. “**Materials**” are all supplies, including consumable, used by the Contractor for execution of the Works.
- x. **Deleted.**
- y. “**Plant**” is any integral part of the Works which is to have a mechanical, electrical,

Renovation & Upgradation – Food for Urban Poor Programme for Saharanpur City  
under Smart City Mission  
electronic or chemical or biological function.

- z. **“Project Completion Date”** means the date when the DLP period ends as evidenced by the issuance of Project Completion Certificate by the Engineer/ Employer.
- aa. The **“Site”** is the area defined as such in the Contract Data.
- bb. **“Specifications”** means the Specification of the works included in the Contract and any modification or addition made or approved by the Engineer.
- cc. The **“Start Date”** is given in the Contract Data. It is the date when the Contractor shall commence execution of the Project/Work(s). It does not necessarily coincide with any of the Site Possession Dates.
- dd. A **“Subcontractor”** is a person or corporate body, who has a Contract with the Contractor to carry out a part of the work in the Contract, which includes work on the Site.
- ee. **“Temporary Works”** are works designed, constructed, installed and removed by the Contractor which are needed for construction or installation of the Works.
- ff. A **“Variation”** is an instruction given by the Engineer in Charge, which varies the works.
- gg. The **“Works”** are what the Contract requires the Contractor to construct, install, and turn over to the Employer through the Engineer in Charge, as defined in the Contract Data. This term shall be used synonymously with the term “Projects” here in after or any where in the Contract.

## 2. Interpretation

- 1. In interpreting these Conditions of Contract, singular also means plural, male also means female or neutral, 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 the Conditions of the Contract.

If sectional completion is specified in the Contract Data, references in the Conditions of Contract to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion date for the whole of the Works).

- 2. The documents forming the Contract shall be interpreted in the following order of priority:
  - a) Agreement

Renovation & Upgradation – Food for Urban Poor Programme for Saharanpur City  
under Smart City Mission

- b) Notice to proceed with the works
- c) Letter of Acceptance
- d) Contractor's Bid
- e) Contract Data
- f) Special Conditions of Contract
- g) General Conditions of Contract
- h) Specifications
- i) Drawings
- j) Estimate cost ; and
- k) Any other document listed in the Contract Data as forming the part of Contract.

3. If there are varying or conflicting provisions in the documents forming part of the contract, the authority competent to approve the tender shall be the final deciding authority with regard to the intention of the document.

**3. Language and Law**

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

**4. Engineer's Decisions**

1. Except where otherwise specifically stated, the Engineer shall 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.
2. Except as expressly stated in the Contract, the Engineer shall not have any authority to relieve the Contractor of any of his obligations under the contract.

**5. Delegation**

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

**6. Communications**

1. All Certificate, notices or instructions to be given to the contractor by Employer / Engineer shall be sent on the address or contact details given by the contractor in Section 6- Form of Bid. The address and contact details for communication with the Employer/ Engineer shall be as per the details given Contract Data to GCC. Communications between parties that are referred to in the conditions shall be in writing. The Notice sent by Facsimile (fax) or other electronic means shall be effective on confirmation of the transmission. The Notice sent by Registered post or Speed post shall be effective on delivery or at the expiry of the normal delivery period as undertaken by the postal service.

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**7. Sub-contracting**

1. The contractor may subcontract part of the scope of the works with the approval of the Employer in writing, upto 25% of the contract price but will not assign the Contract. Subcontracting shall not alter the contractor's obligations.
2. Beyond what has been stated in clauses 7.1, if the contractor proposes sub contracting any part of the work during execution of the works, because of some unforeseen circumstances to enable him to complete the work as per terms of the contract, the Employer will consider the following before according approval:
  - (a) The Contractor shall not sub-contract the whole of the works.
  - (b) The Contractor shall not sub-contract any part of the work without prior consent of the Employer. Any such consent shall not relieve the contractor from any liability or obligation under the contract and he shall be responsible for the acts, defaults and neglects of any his sub-contractor, his agents or workmen as fully as if they were the acts, defaults or neglects of the Contractor, his agents and workmen.
3. The Engineer should satisfy himself before recommending to the Employer whether
  - (a) The circumstances warrant such sub-contracting; and
  - (b) The sub-contractor so proposed for the work possess the experience, qualification and equipment necessary for the job proposed to be entrusted to him in proportion of the Quantum of works to be sub-contracted.

**8. Other Contractors**

1. The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Engineer on behalf of the Employer between the dates given in the Schedule of other Contractors. The Contractor shall also provide facilities and services for them as described by the Engineer from time to time. The employer may modify the schedule of other contractor, and shall notify the contractor of any such modification.
2. The contractor should take up the work in convenient reaches as decided by the Engineer to ensure there is least hindrance to the smooth flow of traffic including movement of vehicles and equipment of other contractors till the completion of the works.

**9. Personnel**

1. The Contractor shall employ the key personnel to carry out the works or other personnel approved by the Engineer. The Engineer will approve any proposed replacement of key personnel only if their qualifications, abilities, and relevant experience are substantially equal to or better than those of the personnel already employed.
2. If the Engineer asks the Contractor to remove a person who is a member of the

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Contractor's staff or his 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 work in the Contract.

3. The Contractor shall not employ any retired Gazetted officer who has worked in the Engineering Department of the State Government and has either not completed two years after the date of retirement or has not obtained State Government's permission to employment with the Contractor.

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

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

**11. Employer's Risks**

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

**12. Contractor's Risks**

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 are the responsibility of the Contractor.

**13. Insurance**

1. The Contractor at his cost shall provide, in the joint names of the Employer and the Contractor, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts and deductibles stated in the Contract Data for the following events which are due to the Contractor's risks:
  - (a) Loss of or damage to the Works, Plant and Materials;
  - (b) Loss of or damage to Equipment;
  - (c) Loss of or damage of property (except the Works, Plant, Materials and Equipment) in connection with the Contract; and
  - (d) Personal injury or death.
2. 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 the types and proportions of currencies required to rectify the loss or damage incurred.

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3. If the Contractor does not provide any of the policies and certificates required, the Engineer may affect the insurance which the Contractor should have provided and recover the premiums the Employer has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.
4. Alterations to the terms of insurance shall not be made without the approval of the Engineer.
5. Both parties shall comply with any conditions of the insurance policies.

**14. Site Investigation Reports**

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**

1. The Engineer will clarify queries on the Contract Data.

**16. Contractor to Construct the Works**

1. The Contractor shall construct, and install and maintain the Works in accordance with the Specifications and Drawings.
2. The contractor shall construct the works with intermediate technology, i.e., by manual means with medium input of machinery required to ensure the quality of works as per specifications. The contractor shall deploy the equipment and machinery as given in Contract Data.

**17. The Works to be completed by the intended Completion Date**

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

**18. Approval by the Engineer**

1. The Contractor may submit Specifications and Drawings showing the proposed Temporary Works to the Engineer, who is to approve them if they comply with the Specifications and Drawings.
2. The Contractor shall be responsible for design of Temporary Works.
3. The Engineer's approval shall not alter the Contractor's responsibility for design of the Temporary Works.
4. The Contractor shall obtain approval of third parties to the design of the Temporary Works where required.



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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. In case of dispute, if any, decision of the Employer will be final and binding.

**19. Safety**

1. The Contractor shall be responsible for the safety of all activities on the site, including smooth flow of traffic at his own cost following the laid down guidelines.

**20. Discoveries**

1. Anything of historical or other interest or of significant value unexpectedly discovered on the Site is the property of the Employer. The Contractor is to notify the Engineer on behalf of the Employer of such discoveries and carry out the Engineer's instructions for dealing with them.

**21. Possession of the Site**

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

**22. Access to the Site**

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 the Engineer, the Employer or the State or Central Government.

**23. Instructions**

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

**24. Disputes Resolution Mechanism**

1. If any dispute or difference of any kind what-so-ever shall arises in connection with or arising out of this Contract or the execution of Works or maintenance of the Works there under, whether before its commencement or during the progress of Works or after the termination, abandonment or breach of the Contract, it shall, in the first instance, be referred for settlement to the competent authority, described along with their powers in the Contract Data, above the rank of the Engineer, The competent authority shall, within a period of forty-five days after being requested in writing by the Contractor to do so, convey his decision to the Contractor. Such decision in respect of every matter so referred

Renovation & Upgradation – Food for Urban Poor Programme for Saharanpur City under Smart City Mission shall, subject to review as hereinafter provided, be final and binding upon the Contractor. In case the Works is already in progress, the Contractor shall proceed with the execution of the Works, including maintenance thereof, pending receipt of the decision of the competent authority as aforesaid, with all due diligence.

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**

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.
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. If neither party refers the dispute to Arbitration within the above 28 days, the Competent Authority's decision will be final and binding.
3. All disputes or differences in respect of which the decision is not final and conclusive shall, at the request of either party made in communication sent through registered A.D. post, be referred for arbitration to the Arbitral Tribunal consisting of sole arbitrator nominated by the Employer.
4. The reference to the Arbitral Tribunal shall be made by the claimant party within 120 (one hundred twenty) days from the date of dispute of claim arises during the execution of Work.
5. It shall be an essential term of this contract that in order to avoid frivolous claims, the party invoking arbitration shall specify the disputes based upon facts and calculations stating the amount claimed under each claim and shall furnish a “deposit-at-call” for ten percent of the amount claimed, on a scheduled bank in the name of the Arbitrator/chairman of the Arbitral Tribunal, by his official designation who shall keep the amount in deposit till the announcement of the award. In the event of an award in favour of the claimant, the deposit shall be refunded to him in proportion to the amount awarded with respect to the amount claimed and the balance, if any, shall be forfeited and paid to the other party.
6. The provisions of the Arbitration and Reconciliation Act, 1996 or any other statutory law there under or modification there of and for the time being in force shall apply to the arbitration proceedings under this clause.
7. The Arbitrator/Arbitral Tribunal shall give a reasoned award for each claim/counter claim.

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8. The independent claims of the party other than one seeking arbitration as also the counter claims of any party shall be entertained by the arbitrator.
9. The venue of arbitration shall be Saharanpur, Uttar Pradesh. The work under the contract shall continue during the arbitration proceedings.
10. The stamp fee upon the award shall be payable by the party as desired by the Arbitral Tribunal and in the event of such party's default, the stamp fee shall be recoverable from another rsum due to such party under this or any other contract.
11. No question relating to this Contract shall be brought before any civil court without first invoking and completing the arbitration proceedings, if the issue is covered by the scope of arbitration under the Contract. The pending arbitration proceedings shall not disentitle the Engineer to terminate the Contract and to make alternate arrangement for completion of the Works.
12. Arbitral Tribunal shall be deemed to have entered into the reference on the day, notice is issued to the parties fixing the first date of hearing. The Arbitrator/Arbitral Tribunal may, from time to time, with the consent of the parties enlarge the initial time for making and publishing the award. However, the Arbitrator/Arbitral Tribunal shall make all out efforts to decide each claim within a period of 6 (six) months from the date of initiation.
13. The expiry to the contractual time limit, whether originally fixed or extended, shall not in validate the provisions of this clause.

**B. TIME CONTROL**

**26. Programme**

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 forecast.
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 site along with the Program. The Engineer shall cause these details to be verified at each appropriate stage of the program.
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 work including any changes to the sequence of the activities.
4. The Contractor shall submit to the Engineer, for approval, an updated Programme at intervals no longer than the period stated in the Contract Data. If the Contractor does not submit an updated Programme within this period, the Engineer may withhold the

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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.

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 is to show the effect of Variations and Compensation Events.

**27. Extension of the Intended Completion Date**

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.
2. The Engineer shall decide whether and by how much time to extend the Intended Completion Date within 21 days of the Contractor asking the Engineer for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information. If the Contractor has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.

**28. Delays Ordered by the Engineer**

1. The Engineer may instruct the Contractor to delay the start or progress of any activity within the works. However, any delay of totalling beyond 30 (thirty) days shall require prior written approval of the Employer.

**29. Management Meetings**

1. Either the Engineer or the Contractor may require the other to attend a management meeting. The business of a management meeting shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.
2. The Engineer shall record the business of management meetings and provide copies of his record to those attending the meeting and to the Employer. The responsibility of the parties for actions to be taken is to be decided by the Engineer either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.

**C. QUALITY CONTROL**

**30. Identifying Defects**

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1. The Engineer shall check the Contractor's work and notify the Contractor of any Defects that are found. The notice of the Engineer shall give the description of the defects in sufficient detail, including the obligations as per the Contract. 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.

**31. Tests**

1. For Carrying out mandatory tests as prescribed in the specification. The Contractor shall establish field laboratory at the location decided by Engineer. The field laboratory will have minimum equipment's as specified in the Contract Data. The contractor shall be solely responsible for:
  - (a) Carrying out the mandatory tests prescribed in the Specifications, and
  - (b) For the correctness of the test results, whether preformed in his laboratory or elsewhere.
2. If the Engineer-in-charge instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. The Engineer-in-charge may also ask for tests from third parties for testing the quality of the material to be used or already used. All such tests shall be co-ordinated by the Contractor including sample collection and associated expenses. The bidder shall take into consideration the cost of relevant tests while submitting its bid.

**32. Correction of Defects noticed during the Defect Liability Period**

1. The Engineer shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion of work and is defined in the Contract Data. The Defects Liability Period shall be extended for as long as Defects remain to be corrected. Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Engineer's notice.

**33. Uncorrected Defects**

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

**D. COST CONTROL**

**34. Deleted.**

**35. Variations**

1. The Engineer shall, having regard to the scope of the Works and the sanctioned estimated

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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 Programs produced by the Contractor. Oral orders of the Engineer for Variations, unless followed by written confirmation, shall not be taken into account.

**36. Deleted**

**37. Cash Flow Forecasts**

1. When the Programme is updated, the Contractor is to provide the Engineer with an updated cash flow forecast.

**38. Payment Certificates**

1. The Contractor shall submit to the Engineer fortnightly/ monthly statements of the value of the work executed less the cumulative amount certified previously supported with detailed measurement of the items of work executed in measurement books authorized by UP. P.W.D.
2. The Engineer shall check the Contractor's monthly statements within 14 (fourteen) days and certify the amount to be paid to the Contractor.
3. The value of work executed shall be determined by the Engineer.
4. The value of work executed shall comprise the value of the quantities of the items in the Bill of Quantities completed.
5. The value of work executed shall include the valuation of Variations and Compensation Events.
6. The Engineer may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in light of later information.
7. The Payment of final bill shall be governed by the provisions of clause 50 of GCC.

**39. Payments**

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 pay the Contractor the amounts he had certified within 15 days of the date of each certificate.
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.

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

**40. Compensation Events**

1. The following are 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 effect on the Contractor of any of the Employer's Risks.
2. If a Compensation Event would cause additional cost or would prevent the work being completed before the Intended Completion Date, the Contract Price shall be increased and/ or the Intended Completion Date is extended. The Engineer shall decide whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.

**41. Tax**

1. In reference to the circular no. 962/9-2017-81J/17 of dated 17.10.2017 from government of Uttar Pradesh, the GST amount to be reimbursed to the contractor separately and other than actual invoice amount. And hence, contractor will submit invoice by showing the actual amount and GST amount separately. The actual amount to be paid as per the rule stated in RFP and the GST amount to be reimbursed as per.

**42. Currencies**

1. All payments shall be made in Indian Rupees.

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

1. The Employer shall retain 5% (five percent) of the amount of each payment due to the Contractor until Completion of the whole of the Project/Work(s) to cover the cost that may be involved in removal of defects, imperfections or taking remedial measures in the work executed.
2. On the completion of the whole of the construction Work half the total amount retained as Security Deposit is repaid to the contractor and half when the defect liability period has passed and the Engineer has certified that all defects notified by the Engineer to the contractor before the end of his period have been corrected.
3. The additional performance security for unbalanced bids as detailed in Clause 51 of Conditions of Contract is repaid to the contractor when the construction work is complete.

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4. The performance security equal to the ten percent of the contract price in Clause 51 of Conditions of contract is 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.
5. If the Contractor so desires then the Security Deposit can be converted into any interest bearing security of schedule commercial bank in the name of the Employer or National Saving Certificates duly pledged in favor of the Employer for Defect Liability Period.

**44. Liquidated Damages**

1. The Contractor shall pay liquidated damages to the Employer at the rate per week or part thereof stated in the Contract Data for the period that the Completion Date is later than the Intended Completion Date. 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.
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. However, no interest shall be payable on the said over payment to the Employer.

**45. Advance Payment**

1. The Employer will make the following advance payment to the contractor against provision by the Contractor of an Unconditional Bank Guarantee in a form and by a Commercial bank acceptable to the Employer in amounts equal to the advance payment:
  - (a) Mobilization advance up to 5 percent of the contract price.
  - (b) Deleted

The guarantee shall remain effective until the advance payment has been repaid, but the amount of the guarantee shall be progressively reduced by the amounts repaid by the Contractor. Interest will not be charged on advance payment.

2. The Contractor is to use the advance payment only to pay for Equipment, Plant and Mobilization expenses required specifically for execution of the Works. The Contractor shall demonstrate that advance payment has been used in this way by supplying copies of invoices or other documents to the Engineer.



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3. The advance payment shall be repaid by deducting proportionate amounts from payments otherwise due to the Contractor, following the schedule of completed percentages of the works on a payment basis. No account shall be taken of the advance payment or its repayment in assessing valuations of work done.

**46. Securities**

1. The Performance Security equal to ten percent of the contract price and additional security for unbalanced bids shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in the form given in the Contract Data and by a scheduled commercial bank. The Performance Security shall be valid until a date 45 days from the date of expiry of Defect Liability Period and the additional security for unbalanced bids shall be valid until a date 45 days from the date of issue of the certificate of completion.

**47. Cost of Repairs**

1. Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the DLP period shall be remedied by the Contractor at Contractor's cost if the loss or damage.

**E. FINISHING THE CONTRACT**

**48. Completion**

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 works is completed.

**49. Taking Over**

1. At least 20 (twenty) days prior to completion of the DLP Period, the Contractor shall apply by notice to the Engineer-in-charge for Taking-Over Certificate for taking over the Works by Municipal Corporation Saharanpur or the concerned department. If the Works are divided into sections, the Contractor may similarly apply for a Taking-Over Certificate for each section of the Project Site. The Engineer-in-charge shall, after receiving the Implementing Agency's application:
  - i. Issue the Taking-Over Certificate to the Contractor, provided there are no defects or deficiencies; or
  - ii. Reject the application, giving reasons and specifying the work required to be done by the Contractor to enable the Taking-Over Certificate to be issued. The Contractor shall then complete this work before issuing a further notice under this Sub-Clause.

**50. Final Account**

1. The contractor shall supply the Engineer with a detailed account of the total amount that the Contractor considers payable for works under the contract within 21 days of issue of certificate of completion of construction of works. The Engineer shall issue

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a defect liability certificate and certify any payment that is due to the correct and complete. If the account is not correct or complete, the engineer shall issue within 42 days a schedule that states the scope of the corrections or additions that are necessary. If the account is still unsatisfactory after it has been resubmitted, the Engineer shall decide on the amount payable to the contractor and issue a payment certificate within 28 days of receiving the Contractor's revised account. The payment of final bill for construction of works will be made within 14 days thereafter.

2. In case the account is not received within 21 days of issue of Certificate of Completion as provided in clause 50.1 above, the engineer shall proceed to finalize the account and issue a payment certificate within 28 days. The payment of final bill for construction of works will be made within 14 days thereafter.
3. The procedure in sub-clause 1 and 2 above shall be followed after the completion of Operations and Maintenance Period also.

**51. Operating and Maintenance Manuals**

1. If "as built" Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates stated in the Contract Data.
2. If the Contractor does not supply the Drawings and/or manuals by the dates stated in the Contract Data, or they do not receive the Engineer's approval, the Engineer shall withhold the amount stated in the Contract Data from payments due to the Contractor.

**52. Termination**

1. The Engineer on behalf of the Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.
2. Fundamental breaches of Contract include, but shall not be limited to the following:
  - a) the Contractor stops work for 28 (twenty-eight) days when no stoppage of work is shown on the current programme and the stoppage has not been authorized by the Engineer;
  - b) the Contractor is declared bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
  - c) the Engineer gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Engineer;
  - d) the Contractor does not maintain a security which is required;
  - e) the Contractor has delayed the completion of works by the number of days for which the maximum amount of liquidated damages can be paid as defined in

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clause 44.1;

- f) The Contractor fails to provide insurance cover as required under clause 13;
  - g) if the Contractor, in the judgment of the Engineer or the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
  - h) If the Contractor has not completed at least 30% (thirty percent) of the value of construction work required to be completed after half of the completion period has elapsed;
  - i) if the Contractor fails to deploy machinery and equipment or personnel as specified in the contract Data at the Appropriate time.
  - j) If the Contractor commits any acts of defaults with respect to conditions of contract.
3. When either party to the Contract gives notice of a breach of contract to the Engineer for a cause other than those listed under Sub Clause 60.2 above, the Engineer shall decide whether the breach is fundamental or not.
  4. Notwithstanding the above, the Engineer on behalf of the Employer, may terminate the Contract for convenience.
  5. If the Contract is terminated the Contractor shall stop work immediately, make the Site safe and secure and leave the Site as soon as reasonably possible.

**53. Payment upon Termination**

1. If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Engineer shall issue a certificate for the value of the work done and Materials ordered less liquidated damages, if any less advance payments received up to the date of the issue of the certificate and less the percentage to apply to the value of the work not completed, as indicated in the Contract Data. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be recovered from the security deposit, and performance security. If any amount is still left un-recovered it will be a debt payable to the Employer.
2. If the Contract is terminated at the Employer's convenience, the Engineer shall issue a certificate for the value of the work done, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works and less advance payments received up to the date of the certificate, less other recoveries due in terms of the Contract, and less taxes due to be deducted at source as per applicable law.

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**54. Property**

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

**55. Release from Performance**

1. If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of either the Employer or the 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 commitment was made.

**F. FINISHING THE CONTRACT**

**56. Labour**

1. The Contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labor, local or other, and for their payment, housing, feeding and transport.
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 labor from time to time employed by the Contractor on the Site and such other information as the Engineer may require.

**57. Compliance with Labour Regulations**

1. During continuance of the Contract, the Contractor and his sub-Contractors shall abide at all times by all existing labor enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labor law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labor law in future either by the State or the Central Government or the local authority. Salient features of some of the major labor 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.
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.

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**58. Drawings and Photographs of the Works**

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.
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 58.1, shall be taken or permitted by the Contractor to be taken by any of his employees or any employees of his sub-Contractors without the prior approval of the Engineer in writing. No photographs/ Video photography shall be published or otherwise circulated without the approval of the Engineer in writing.

**59. The Apprentices Act 1961**

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

**60. Criminals are prohibited from bidding**

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 organized crime or gangster activities or Mafia or Goonda or Anti social activity are strictly prohibited to participate in the bidding process. If it is established that any bidder has criminal record, his bid shall be automatically cancelled.
2. The bidder has to produced character certificate, Solvency certificate, self declared affidavit (on the prescribed Performa which is attached with the bid document) etc. issued by the competent authority in original with bid document.

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

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**PART – II: CONTRACT DATA TO GENERAL CONDITIONS OF CONTRACT**

The Contract Data here under pertains to some specific, but in no way exhaustive, information on the Project/Work(s). The Bidders are required to study and account for this data in conjunction to various other Sections of the Document. GCC stands for ‘General Conditions of Contract’. Clause References are with respect to Section 3

REF. GCC CLAUSE	DATA
1.1	<p>The Employer is: Designation: Chief Executive Officer, SSCL, Saharanpur Name of authorized Representative: Mr. Alok Srivastava Nodal Officer Saharanpur Smart City Ltd. Mobile No. 8477008010 Email id – <a href="mailto:smartcitysaharanpur@gmail.com">smartcitysaharanpur@gmail.com</a></p>
1.1	The Engineer is: To be decided by CEO, SSCL
1.1	<p>The Intended Completion Date for the whole works is 03 (Three) months after start of work.</p> <p>The Site is located at Nagar Nigam Commercial complex, Near Jan Munch (In front of Gandhi Park) Saharanpur, Uttar Pradesh.</p> <p>The start date shall be same day after the date of issue of the Notice to Proceed with the work.</p> <p>The Contractor shall ensure due diligence to achieve progress of work in terms of Contract price not less than that indicated for the following milestones:</p> <ul style="list-style-type: none"> <li>i) Survey, Design, Drawing, Mobilization and installation of second floor roof steel truss : 15% of contract value will be released</li> <li>ii) Fully Completion of second floor: 35% of contract value will be released.</li> <li>iii) Fully completion of First floor renovation : 20% of contract value will be released.</li> <li>iv) Fully completion of Ground floor renovation : 20% of contract value will be released.</li> <li>v) After completion of defect liability period :10% of contract value will be released.</li> </ul>
1.1	Scope of Work
3.1	The Law of the Union of India and the language shall be English
8	The Schedule of Other Contractors (will be supplied later on).

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13	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;"></th> <th style="width: 35%;">Item</th> <th style="width: 30%;">Amount to be Insured</th> <th style="width: 30%;">Deductibles</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">A.</td> <td>Loss of or damage to the works, Plants and materials</td> <td>10% (ten percent) of contract value</td> <td rowspan="4">Deductibles for insurance shall be as per latest tariff of General Insurance Company of India plus 20% (twenty percent) of premium amount for items A, B, C &amp; D</td> </tr> <tr> <td style="text-align: center;">B.</td> <td>Loss of or damage to equipments</td> <td>2.5% (two point five percent) of contract value</td> </tr> <tr> <td style="text-align: center;">C.</td> <td>Loss of or damage to property (except the works, plant, Materials, and Equipment) in Connection with the contract:</td> <td>1% (one percent) of contract value</td> </tr> <tr> <td style="text-align: center;">D.</td> <td>Personal injury or death</td> <td>Rs. 2 (two) lakhs per occurrences for maximum three occurrences</td> </tr> </tbody> </table>				Item	Amount to be Insured	Deductibles	A.	Loss of or damage to the works, Plants and materials	10% (ten percent) of contract value	Deductibles for insurance shall be as per latest tariff of General Insurance Company of India plus 20% (twenty percent) of premium amount for items A, B, C & D	B.	Loss of or damage to equipments	2.5% (two point five percent) of contract value	C.	Loss of or damage to property (except the works, plant, Materials, and Equipment) in Connection with the contract:	1% (one percent) of contract value	D.	Personal injury or death	Rs. 2 (two) lakhs per occurrences for maximum three occurrences
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14.1	Site investigation report: As available with Executive Engineer (as per the allocated engineer by CEO, SSCL)																			
16.2	The key equipments/machinery for construction of works shall be : Not Applicable for this tender																			
24.1	Competent authorities are: Chief Executive Officer, SSCL Saharanpur																			
26.1	The period for submission of the programme for approval of Engineer shall be 10 (ten) days from the issue of Letter of Acceptance.																			
26.3	The updated program shall be submitted at interval of 30 days.																			
26.3	The amount to be withheld for late submission of an updated programme shall be Rs.10,000/- (Rupees Ten Thousand) per day.																			
31	The key equipment for field laboratory shall be: Not Applicable																			
36.1	No increase in rates of any items specified in Bill of Quantity is allowed due to variation in quantities.																			
39.2	The authorized person to make payments is Engineer in Charge.  <b>OPEX Amount: Deleted</b>																			
44.1	(a) Milestone to be achieved during the contract period: i. 1/8th of the value of entire contract work up to 1/4th of the period allowed for completion of renovation work. ii. 3/8th of the value of entire contract work up to 1/2nd of the period allowed for completion of renovation work.																			

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	<p>iii.3/4th of the value of entire contract work up to 3/4th of the period allowed for completion of renovation work.</p> <p><b>Drawings &amp; Structural drawings should be vetted by IIT, NIT or equivalent government college and cost will be bear by contractor. All drawings &amp; structural drawings will be approved by SPV.</b></p> <p>(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.</p> <p>(c) Maximum limit of liquidated damages for delay in completion of work: 10 percent of the initial contract price rounded off to the nearest thousand</p>
46	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.
51.1	<p>(a) The Schedule of operating and maintenance manuals N.A.</p> <p>(b) The date by which “as-built” drawings (in scale as directed) in 2 sets are required is within 28 days of issue of certificate of completion of whole or section of the work, as the case may be (including appropriate sections of the works).</p>
51.2	<p>The amount to be withheld for failing to supply “as-built” drawings by the date required is Rs. One Lac.</p> <p>The Period for setting up a field laboratory with the prescribe equipment is 7 (Seven) days from the days from the date of notice to start work: Not Applicable.</p> <p>The following events shall be fundamental breach of contract: “The Contractor has contravened Clause 7.1 and Clause 9 Of Part I General Condition Of Contract”</p>
53.1	The percentage to apply to the value of the work not completed representing the Employer’s additional cost for completing the Works shall be 20% (twenty percent).



**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**

1. Workmen Compensation Act 1923: - The Act provides for compensation in case of injury by accident arising out of and the course of employment.
2. 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 5 years' service or more, on death, the rate of 15 (fifteen) days wages for every completed year of service. The Act is applicable to establishments employing 10 or more employees.
3. Employees P.F. and Miscellaneous Provision Act 1952: - The Act provides for monthly contributions by the employer plus workers @ 10% or 8.33%. The benefits payable under the Act are:
  - i. Pension or family pension on retirement or death, as the case maybe.
  - ii. Deposit linked insurance on the death in harness of the worker.
  - iii. Payment of P.F. accumulation on retirement/death etc.
4. Maternity Benefit Act 1951: - The Act provides for leave and some other benefits to women employees in case of confinement or miscarriage etc.
5. 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 licence from the designated Officer. The Act is applicable to the establishments or Contractor of principal employer, if they employ 20 or more contract labour. (In the present Contract, the Contractor alone shall be the employer or the principal employer for all intents and purposes and under no circumstances shall the Employer or the Engineer be reckoned or treated as the principal employer.)
6. Minimum Wages Act 1948: - The employer is supposed 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 employments.
7. 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.
8. Equal Remuneration Act 1979: - The Act provided 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.
9. Payment of Bonus Act 1965: - The Act is applicable to all establishments employing 20 (twenty) or more employees. The Act provides for payments of annual bonus within the prescribed range of percentage of wages to employees drawing up to the prescribed

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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.

10. Industrial Dispute 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.
11. Industrial Employment (Standing Orders) Act 1946: - It is applicable to all establishments employing 100 or more workmen (employment size reduced by some of the State and Central Government to 50 (fifty)). The Act provides for laying down rules governing the conditions of employment by the employer on matters provided in the Act and get the same certified by the designated Authority.
12. 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.
13. Child Labour (Prohibition & Regulation) Act 1986: - The act prohibits employment of children below 14 (fourteen) years of age in certain occupations and processes and provides for regulation of employment of children in all other occupations and processes. Employment of Child Labour is prohibited in Building and Construction Industry.
14. Inter State Migrant Workmen's (Regulation of Employment & Conditions of Service) Act 1979: - The Act is applicable to an establishment which employs 5 (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 upto the establishment and back, etc.
15. 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 10 (ten) or more workers are covered under this Act. All such establishments are required to pay cess at the rate not exceeding 2% (two percent) 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.
16. 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 10 (ten) persons or more with aid of power or 20 (twenty) or more persons without the aid of power engaged in manufacturing process.

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**Part III: SPECIAL CONDITIONS OF CONTRACT**

1. Contractors are advised to inspect the Site of Work before tendering.
2. All the works shall be carried out as per UPPWD/DSR 2016 and specifications/ detailed specification and instruction of Engineer-in-charge.
3. The conditional tender shall be liable to be rejected.
4. Hiding of any information by contractor will result in rejection of his tender.
5. The quantities are liable to vary on either side to any extent as per actual requirement of work for which no claim whatsoever by the contractor shall be entertained.
6. Any recovery imposed by Technical Audit cell or by higher authority will be deducted from Contractors running final bills during execution of works and will be adjusted from Performance Security if final bill is processed during DLP Period.
7. All the Defects appeared during execution of work will have to be rectified as directed by Engineer within shortest possible time. During DLP Period, the Contractor will deploy sufficient staff as mentioned in the Contract document for proper maintenance of work. If Contractor fails to attend the defects within reasonable time period, the same will be got rectified by the Employer and all expense so incurred will be adjusted from Performance Security of the Contractor.
8. The Contractor will adopt PERT to complete the project in time. A detailed program and weekly working program will have to be submitted by Contractor regularly.

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**SECTION - V**

**CONTRACT FORMS**

Renovation & Upgradation – Food for Urban Poor Programme for Saharanpur City  
under Smart City Mission  
**Performance Bank Guarantee**

To,

**Beneficiary:** Chief Executive Officer,  
Saharanpur Smart City Limited  
Office of Municipal Corporation Saharanpur,  
Uttar Pradesh

**Performance Guarantee No.:**

**WHEREAS** \_\_\_\_\_ (name and address of Contractor) (hereinafter called “**The Contractor**”) has been selected vide Letter of Acceptance/ Notification of Award dated \_\_\_\_\_, pursuant to competitive bidding process in accordance with the Bid Reference No. 05/FOOD - URBAN POOR/SAHART/ to execute the work of “Renovation & Upgradation - Food for Urban Poor Programme, Defects Liabilities for one year on EPC Contract basis in Saharanpur City under Smart City Mission” (hereinafter called “**the Contract**”).

**ANDWHEREAS** it has been stipulated by you in the said Notification of Award that the Contractor shall furnish you with a Performance Bank Guarantee by a scheduled bank for the sum specified the rein as security for compliance with the obligation in accordance with the Contract.

**ANDWHEREAS** we have agreed to give the Contractor such a Bank Guarantee.

**NOW THEREFORE** we hereby affirm that we are the Guarantor and responsible to you on behalf of the Contractor, up to a total of Rs..... (amount of guarantee) \_\_\_\_\_(Rupees in words) such sum being payable in the types and proportions of currencies in which the Contract Price is payable. And we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of Rs..... (amounts of guarantee) as a foresaid without your needing to prove or to showgrounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand. We further agree that no change or addition to or other modification of the terms of the Contractor of the works to be performed there under or of any of the contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee and where by waive notice of any such change, addition of modification.

That Guarantee shall be valid until 45 (forty-five) days from the date of expiry of the DLP period.

Signature and seal of the Guarantor

Renovation & Upgradation – Food for Urban Poor Programme for Saharanpur City  
under Smart City Mission

Name of Bank .....

Address .....

Dated .....

Renovation & Upgradation – Food for Urban Poor Programme for Saharanpur City  
under Smart City Mission

**Advance Payment Security Demand Guarantee**

*[Guarantor letterhead or SWIFT identifier code]*

**Beneficiary:** *Chief Executive Officer,*

*Saharanpur Smart City Limited*

*Municipal Corporation Saharanpur,*

*Uttar Pradesh*

**Date:** *[Insert date of issue]*

**ADVANCE PAYMENT GUARANTEE No.:***[Insert guarantee reference number]*

**Guarantor:***[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that *[insert name of Contractor]* (hereinafter called the “**Applicant**”) has entered into Contract No. *[insert reference number of the contract]* dated *[insert date]* with the Beneficiary, for the execution of “Renovation & Upgradation - Food for Urban Poor Programme, Defects Liabilities for one year on EPC Contract basis in Saharanpur City under Smart City Mission”(hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum *[insert amount in figures][insert amount in words]* is to be made against an advance payment guarantee.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]( \_\_\_\_\_) [insert amount in words]*<sup>1</sup> upon receipt by us of the Beneficiary’s complying demand supported by the Beneficiary’s statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating either that the Applicant:

- (a) has used the advance payment for purposes other than the costs of mobilization in respect of the Works ;or
- (b) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Applicant has failed to repay.

A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary’s bank stating that the advance payment referred to above has been credited to the Applicant on its account number *[insert number]* at *[insert name and address of Applicant’s bank]*.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Applicant as specified in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that 90% (ninety percent) of the Accepted Contract Amount, less provisional sums, has been certified for payment, or on the *[insert day]* day of *[insert month]*, 2 *[insert year]*,<sup>2</sup> which ever is earlier.



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Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

*[signature(s)]*

**1.1.1 Note: All italicized text is for use in preparing this form and shall be deleted from the final product.**

1. The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Employer.
2. Insert the expected expiration date of the Time for Completion. The Employer should note that in the event of an extension of the time for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: “The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Beneficiary’s written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.”

### **Indenture for Secured Advances**

*(For use in cases in which the contract is for finished work and the Contractor has entered into an agreement for the execution of a certain specified quantity of work in a given time)*

This indenture made the day of \_\_\_\_\_, 20\_\_ BETWEEN \_\_\_\_\_ (hereinafter called the Contractor which expression shall where the context so admits or implies be deemed to include his executors, administrators and assigns) or the one part and Employer of the other part.

Whereas by an agreement dated \_\_\_\_\_ (hereinafter called the said agreement) the Contractor has agreed.

AND WHEREAS the Contractor has applied to the Employer that he may be allowed advances on the security of materials absolutely belonging to him and brought by him to the site of the works the subject of the said agreement for use in the construction of such of the works as he has undertaken to execute at rates fixed for the finished work (inclusive of the cost of materials and labour and other charges).

AND WHEREAS the Employer has agreed to advance to the Contractor the sum of Rupees on the security of materials the quantities and other particulars of which are detailed in Accounts of Secured Advances attached to the Running Account bill for the said works signed by the Contractor on and the Employer has reserved to himself the option of making any further advance or advances on the security of other materials brought by the Contractor to the site of the said work.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the sum of Rupees \_\_\_\_\_ on or before the execution of these presents paid to the Contractor by the Employer (the receipt where of the Contractor doth hereby acknowledge) and of such further advances (if any) as may be made to him, therefore, the said Contractor doth hereby covenant and agree and declare as follows:

1. That the said sum of Rupees so advanced by the Employer to the Contractor as aforesaid and all or any further sum of sums advanced as aforesaid shall be employed by the Contractor in or towards expending the execution of the said works and for no other purpose whatsoever.
2. That the materials details in the said Account of Secured Advances which have been offered to and accepted by the Employer as security are absolutely the Contractor's own property and free from encumbrances of any kind and the Contractor will not make any application for or receive a further advance on the security of materials which are not absolutely his own property and free from encumbrances of any kind and the Contractor will indemnify the Employer against all claims to any materials in respect of which an advance has been made to him as aforesaid.
3. That the materials detailed in the said account of Secured Advances and all other materials on the security of which any further advance or advances may hereafter be made as aforesaid (hereafter called the said materials) shall be used by the Contractor solely in the execution of the said work

in accordance with the directions of the project Manager.

4. That the Contractor shall make at his own cost all necessary and adequate arrangements for the proper watch, safe custody and protection against all risks of the said materials and that until used in construction as aforesaid the said materials shall remain at the site of the said works in the Contractor's custody and on his own responsibility and shall at all times be open to inspection by the Project Manager or any officer authorized by him.

In the event of the said materials or any part thereof being stolen, destroyed or damaged or becoming deteriorated in a greater degree than is due to reasonable use and wear thereof the Contractor will forthwith replace the same with other materials of like quality or repair and make good the same required by the Project Manager.

5. That the said materials shall not be on any account be removed from the site of the said works except with the written permission of the Engineer or an officer authorized by him on that behalf.
6. That the advances shall be repayable in full along with 9% (nine percent) when or before the Contractor receives payment from the Employer of the price payable to him for the said works under the terms and provisions of the said agreement. Provided that if any intermediate payments are made to the Contractor on account of work done than on the occasion of each such payment the Employer will be a liberty to make a recovery from the Contractor's bill for such payment by deducting there from the value of the said materials than actually used in the construction and in respect of which recovery has not been made previously, the value for this purpose being determined in respect of each description of materials at the rates at which the amounts of the advances made under these presents were calculated.
7. That if the Contractor shall at any time make any default in the performance or observance in any respect of any of the terms and provisions of the said agreement or of these presents the total amount of the advance or advances that may still be owing of the Employer shall immediately on the happening of such default be repayable by the Contractor to be the Employer together with interest thereon at nine per cent 9% (nine percent) per annum from the date or respective dates of such advance or advances to the date of repayment and with all costs, charges, damages and expenses incurred by the Employer in or for the recovery thereof or the enforcement of this security or otherwise by reason of the default of the Contractor and the Contractor hereby covenants and agrees with the Employer to reply and pay the same respectively to him accordingly.
8. That the Contractor hereby charges all the said materials with the repayment to the Employer of the said sum of Rupees and any further sum of sums advanced as aforesaid and all costs, charges, damages and expenses payable under these presents PROVIDED ALWAYS and it is hereby agreed and declared that notwithstanding anything in the said agreement and without prejudice to the power contained therein if and whenever the covenant for payment and repayment here-in-before contained shall become enforceable and the money owing shall not be paid in accordance there with the Employer may at any time thereafter adopt all or any of the following courses as he may deem best:
  - a. Seize and utilize the said materials or any part thereof in the completion of the said works

on behalf of the Contractor in accordance with the provisions in that behalf contained in the said agreement debiting the Contractor with the actual cost of effecting such completion and the amount due to the Contractor with the value of work done as if he had carried it out in accordance with the said agreement and at the rates thereby provided. If the balance is against the Contractor, he is to pay same to the Employer on demand.

- b. Remove and sell by public auction the seized materials or any part thereof and out of the moneys arising from the sale retain all the sums aforesaid repayable or payable to the Employer under these presents and pay over the surplus (if any) to the Contractor.
  - c. Deduct all or any part of the moneys owing out of the security deposit or any sum due to the Contractor under the said agreement.
9. That in the event of any conflict between the provisions of these presents and the said agreement the provisions of these presents shall prevail and in the event of any dispute or difference arising over the construction or effect of these presents the settlement of which has not been here-in-before expressly provided for the same shall be referred to the Employer whose decision shall be final and the provision of the Arbitration and Conciliation Act, 1996 (for the time being in force) shall apply to any such reference.

**Letter of Acceptance/ Notification of Award**

(Date).....

To,

(name and address of the Contractor)

Dear Sir,

Subject: Renovation & Upgradation - Food for Urban Poor Programme, Defects Liabilities for one year on EPC Contract basis in Saharanpur City under Smart City Mission; Bid Reference No.: 05/FOOD - URBAN POOR/SAHART/

This is to notify that your bid dated.....for execution of the “Renovation & Upgradation - Food for Urban Poor Programme, Defects Liabilities for one year on EPC Contract basis in Saharanpur City under Smart City Mission” for the Accepted Contract Amount of Rupees ..... (*amount in words and figures*) as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by Saharanpur Smart City Limited and you are hereby declared as the Successful Bidder.

You, the Successful Bidder, is requested to return the duly signed and stamped duplicate copy of this Letter of Acceptance/ Notification of Award within 7 (seven) days from the date of receipt of this LoA, as a token of the receipt and acknowledgment of this LoA, and undertaking of absolute, unconditional and unqualified compliance of the conditions mentioned herein.

Further, you are requested to furnish the Performance Security for an amount of Rs..... (*amount in words and figures*) in favour of “Chief Executive Officer, Saharanpur Smart City Limited” within 10 (ten) days of the receipt of this Letter of Acceptance/ Notification of Award, in accordance with the Conditions of Contract, using for that purpose the Performance Security Form enclosed herewith. Such Performance Security shall be valid up to 45 days beyond the expiry of the DLP Period.

Upon the Performance Security being furnished by you, the Successful Bidder, for the requisite amount and in the format at prescribed, Saharanpur Smart City Limited shall execute the Contract Agreement with you. Accordingly, it is requested that stamp paper of appropriate value (purchased from the State of Uttar Pradesh) be provided to the Saharanpur Smart City Limited for the said purpose.

Yours Faithfully,

Authorized Signature, Name & title of Signatory, Name of agency

Renovation & Upgradation – Food for Urban Poor Programme for Saharanpur City under Smart City Mission

OFFICE OF THE CHIEF EXECUTIVE OFFICER,  
SAHARANPUR SMART CITY LIMITED, SAHARANPUR

Issue of Notice to proceed with the work

LETTER NO.....

DATED.....

To,

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

Dear Sir:

Pursuant to your furnishing the requisite performance security as stipulated in ITB Clause 32.1 and signing of the contract for the construction of.....for Distt.

....., you are hereby instructed to proceed with the execution of the said works in accordance with the contract documents.

Yours faithfully,

Chief Executive Officer  
SSCL

## Agreement Form

### Agreement

HIS AGREEMENT made on \_\_\_ day of \_\_\_\_\_ 2020 amongst the following at Saharanpur:

**Saharanpur Smart City Limited** acting through its Chief Executive Officer, \_\_\_\_\_ and having its office at Municipal Corporation Saharanpur, Uttar Pradesh (hereinafter “the Employer” which expression unless repugnant to the context includes its successors, representatives and permitted assigns);

### AND

\_\_\_\_\_ acting through \_\_\_\_\_ and having its office at \_\_\_\_\_ (hereinafter “the Contractor” which expression unless repugnant to the context includes its successors, legal heirs, representatives and permitted assigns).

The Employer and Contractor are hereinafter referred to individually as a Party and collectively as the Parties.

### WHEREAS

(a) the Employer desires that the Works known as Renovation & Upgradation - Food for Urban Poor Programme, Defects Liabilities for one year on EPC Contract basis in Saharanpur City under Smart City Mission (the “Project”) should be executed by the Contractor, and has officially accepted the Bid dated \_\_\_\_\_ by the Contractor for the execution and completion of the Works forming part of the Project as per the terms of the RFP and the Conditions of Contract (GCC & PCC);

(b) Notification of Award bearing no. \_\_\_\_\_ dated \_\_\_\_\_ has been issued by Employer and in pursuance of the same, the Contractor has furnished Performance Security in the form of Bank Guarantee for an amount of Rs. \_\_\_\_\_ (amount in words and figures) in favour of Chief Executive Officer, Saharanpur Smart City Limited, Saharanpur;

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 Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. The obligations of the parties towards each other mentioned in the following documents shall be construed to be arising under this Agreement. This Agreement shall prevail over all other Contract documents:
  - i. Letter of Acceptance
  - ii. Notice to proceed with the works, if any
  - iii. Bidding Document (Request for Proposal)

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- iv. Contractor's Bid (Technical Part & Financial Part)
  - v. Addendum, Corrigendum & Clarifications, if any
  - vi. Contract Data
  - vii. Special Conditions of Contract
  - viii. General Conditions of contract
  - ix. Specifications
  - x. Drawings
  - xi. Estimate cost
  - xii. Payment Schedule and
  - xiii. Any other document listed in the Contract Data / PCC as forming part of the contract
3. In consideration of the payments to be made by the Employer to the Contractor as specified in this Agreement, the Contractor hereby covenants with the Employer to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.
  4. The Employer shall not be liable to the Contractor under this Agreement for any loss of profit, loss of revenue or any other indirect or consequential damages that may be suffered by the Contractor. Further, the Contractor shall not be entitled for any interest from Employer for any payment delayed for reasons, whatsoever may be.
  5. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
  6. The Contractor shall execute the work as per the terms, conditions, designs and specifications given/ approved by the Employer. After successful completion of the Project including the DLP Period, the Contractor shall co-ordinate with the concerned department for Taking Over of the Works.

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

The Common Seal of \_\_\_\_\_ was hereunto affixed in the presence of:

Signed, Sealed and Delivered by the said \_\_\_\_\_

In the presence of:



Renovation & Upgradation – Food for Urban Poor Programme for Saharanpur City under Smart City Mission

Binding Signature of Employer \_\_\_\_\_

Binding signature of Contractor \_\_\_\_\_

**SECTION – VI**

**TECHNICAL SPECIFICATION AND SCOPE OF WORK, DRAWINGS & ESTIMATED COST**

Renovation & Upgradation – Food for Urban Poor Programme for Saharanpur City under  
Smart City Mission

**ANNEXURE : A**

**TECHNICAL SPECIFICATIONS AND SCOPE OF WORK**

***General***

- i. The following Specifications are part of the requirements for the work related to the Permanent and Temporary Works, which are to be provided by the EPC Contractor according to the stipulations of the Contract. Hence, the instructions given herein form an integral part of, and are applicable to, all technical and Contract Documents issued for the Works. Addenda to these Specifications may be issued as required during bidding and construction phases.
- ii. It should be noted that these Technical Specifications are pertaining to the Civil works envisaged as of now and may need addition in due course of time based on the proposed detailed design / drawings by the Contractor and approved by the Authority. The addition in the specifications for items not envisaged now but required subsequently will be as proposed by the Contractor and approved by the Authority.
- iii. However, the Authority's decision in all such matters will be final and binding. Addition of any item not provided for in the Technical specification will in no way whatsoever attract any time extension or extra cost by the Contractor. Approval of Authority of any proposal of the Contractor will in no way absolve the Contractor's sole and exclusive responsibility for safe, efficient, cost-effective and timely completion of all the Civil works of this contract.
- iv. These Specifications shall be read in conjunction with the Conditions of Contract, the Project profile, SSCL requirement and Instructions to Bidders/Bidding procedure. The Tender drawings are indicative for the guidance of the bidders who will make their own assessment about the quantum of work involved in this EPC contract and their lump sum quotation.
- v. It is the intent of these Specifications, together with other relevant documents issued as part of the Tender and Contract Documents or to follow later on, to provide the Contractor with complete and detailed information and subsequent instructions necessary to enable him to submit a well-planned Tender, to carry out the design, where and when required, and to execute properly the work prescribed. vi. It is the intent of these Specifications to establish acceptable standards of quality. Minor deviations in details due to manufacturer's standard shop process will be considered for acceptance provided that, in the opinion of the Authority, the proposed substitutions are equal in quality to those specified. All deviations shall be called out in writing and shall be specifically indicated on the shop drawings. vii. All work shall be executed according to the approved Construction Drawings proposed by the Contractor and requirements released for construction, in a professional and diligent manner, and all supplies and work shall comply with the quality requirements defined in the relevant Sections of these Specifications and other Contract Documents. The Contractor shall endeavor to provide all such necessary efforts in order to comply with the intent of these Specifications to the satisfaction of the Authority.

***Location & Zone***

The location for proposed "Food for Urban Poor Centre" is given.

***Submittals***

- i. The survey, building stability investigation, detailed design and drawing (Proof checking from IIT, NIT, or equivalent government collage and Good for Construction) etc. related to various works will be done

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by the EPC contractor and the same will be submitted to Authority for his approval. Any approval of the Authority will not relieve the EPC contractor of his sole and exclusive responsibility for the correctness and completeness and consequent safety of any structure during and after the construction.

- ii. The EPC Contractor shall provide the Authority with all submittals as requested for in these Specifications and other Contract Documents. The extent and details of any submittal shall be decided by the Authority, whose decision in this matter shall be final and binding.
- iii. At any time, the Authority may call either for additional information, completion of the submittals or request the Contractor not to submit some of them.
- iv. The Contractor shall submit these documents to the Authority so that, even if not specifically expressed, reasonable time will be given to the Authority to comment or approve the submittals.

### ***Standards and Codes***

- i. The Contractor shall follow the Indian Codes and specifications for his work. ii. All standards and codes employed or referred to shall be the latest current issue in effect at the date 28 days prior to the Tender submission date.
- ii. In case of discrepancies between these Specifications and national or international standards and codes, these Specifications being only indicative in nature shall not govern, unless otherwise established by the Authority in each case.

### ***Specifications & Standards***

- i. Saharanpur Uttar Pradesh Building Byelaws
- ii. National Building Code
- iii. CPWD Specifications vol. I & II.
- iv. Relevant IS Codes
- v. SP 35 – Plumbing Standard
- vi. CPEHO standard for water quality
- vii. TERI GRIHA

### ***Applicable Codes and Standards***

- i. IS 383 Coarse and fine aggregates from natural sources for concrete
- ii. IS 456 Code of practice for plain and reinforced concrete
- iii. IS 516 Methods of testing for strength of concrete
- iv. IS 1199 Methods of sampling and analysis of concrete
- v. IS 1838 Performed fillers for expansion joints in concrete non-extruding and resilient type
- vi. IS 1946 Code of practice for use of fixing devices in walls, ceiling and floors of solid Construction
- vii. IS 2389 Methods of testing of aggregate for concrete
- viii. IS 2505 Concrete vibrators, immersion type

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- ix. IS 2645 Integral cement water proofing compounds
- x. IS 3414 Code of practice for design and installation of joints in buildings
- xi. IS 3558 Code of practice for use for immersion vibrators for consolidating concrete
- xii. IS 4082 Recommendation on stacking and storage of construction materials at
- xiii. IS 7861 Code of practice for extreme weather concretizing
- xiv. IS 7861 Recommended practice for hot weather (part I) concretizing
- xv. IS 8112 Ordinary Portland Cement grade 43
- xvi. IS 12269 Ordinary Portland Cement grade 53

### ***Scope of Work***

The materials have been selected strategically with considerations of climate, design requirement and aesthetical value of UP Saharanpur and surrounding region. The following table will explain the different types of materials used in the proposal. The specifications and approved make shall be as per Saharanpur SOR. The list of approved makes/agency of materials will be as per Saharanpur SOR.

Scope of work includes applying the design principles, objective and expected outcomes illustrated in drawings. The Implementing Agency shall design the Food for Urban Poor building along with electrical, water and sanitary fittings to achieve the Employer's goals and objectives. The intending Bidder is invariably required to visit stipulated site of works to get himself well familiar of the Site condition, accessibility, availability of materials, labour, transport, foundation needed, filling, soil stabilization, Anti termite treatment etc. needed, design to be done for sound structural stability etc. complete. Any plea on this ground afterwards about no familiarization of Site Conditions etc, will not be entertained. The main work comprises of Renovation and up-gradation of an RCC framed two storied building for setting up Food Centre at Nagar Nigam commercial building, Near Bus stand. Typical indicative drawings showing schematic general arrangement at ground Floor, 1st Floor and 2nd Floor are attached herewith for giving an idea to Bidder about Proposal contemplated sizes mentioned there are minimum. However, the bidder may re-orient same if the site, if deemed fit, for aesthetics, but overall built up area cannot be reduced. One typical Key Plan is also attached

The scope of work shall include:

- **Renovation Ground Floor**

Entry Lobby with Ramp, Stair Case (upto Roof) handrails, Security sitting, Gents Toilet, Ladies Toilet, Divvying (Physically challenged) Toilet with a Wash Basin in each etc. The available space shall be planned optimally for additional use.

- **Renovation of Open Space at Ground Floor**

Paver Block, Boundary wall with MS grided-angled fencing at top, MS Collapsible Gate at front, Horticulture development (trees), Septic Tank, Plinth Protection, Boundary wall side inside drains for bailing out Storm Water, Small parking for Bicycles & 2 Wheelers, submersible boring upto 400 feet, drinking water points (03 Nos.) for public use etc.

- **Renovation of First Floor**

Store room, Modular Kitchen, Toilet, Dining Hall, General Toilet (Gents & Ladies), Records room, Waiting-cum Lobby, Pantry, Stair case etc. The available space shall be planned optimally for additional use.

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### • **Second Floor**

Store room, with attached Toilet, Dining Hall, General Toilet (Gents & Ladies), Records room, Waiting-cum Lobby, Pantry, Staircase, Flooring, etc. The available space shall be planned optimally for additional use.

### • **Pre-Fabrication Roof truss with false ceiling.**

Accessible by staircase, roof top water supply tank, parapet, rain water pipes etc.

### ***Structural Work***

- i. This specification covers the Roofing, structures for office cum storage shed.
- ii. The roofing structures shall cover tubular trusses, purlins, bottom tie runners, anchor plates, base plates and fixing bolts for trusses, asbestos corrugated cement sheets with “J” bolts etc. Any other item not specifically mentioned but required for completion of the structure shall be deemed to have been included in this specification. The Tubular Trusses, purlins, Bottom tie runners will be fabricated from raw materials by the tenderer as per the drawing and as directed by Engineer In charge to complete the work. The required base plate. Anchor bolt, GI ‘J’ bolt etc., are to be arranged by the contractor at his cost.
- iii. The trusses shall be of tubular steel welded construction fabricated in places of convenient length for transportation by truck and speedy erection at site. The base plates will be welded to the trusses for fixing the same on pillars. Necessary cleats or fixing plates shall be provided on the trusses, for holding the purlins and the bottom tie runners, all as shown in the fabrication drawing.
- iv. The purlins and bottom tie runners shall be of steel tubes of sizes shown in the drawing. Corrugated asbestos cement sheets shall be used for the roofing. The sheets shall be fixed to purlins with GI “J” bolts, cap washers, bitumen washers. Flat iron wind ties 32 x 5 mm flat shall be provided over the AC sheets for additional protection against wind storms, for all rows with in the Quoted Rates.

### ***False Ceiling***

- i. The work under this section shall include the supply and installation of suspended ceiling using insulation / acoustic boards / plain asbestos sheet, Aluminum panels, plaster of Paris boards, “Perspex” etc., together with the suspension system as shown on drawing or specified in schedule with all materials, labour and equipment’s. The work shall also include providing of openings in the ceiling for lighting, Air conditioning diffuser etc., as shown on drawing or instructed by Engineer.
- ii. Suspension system shall consist of the grid supporting the ceiling panels, intermediate runner supports for the grid if any and hangers, wall angels, etc., required to suspend the grid or the runners for structural walls, slabs and beams or trusses proved factory made hanging system as approved by the Engineer may be used.
- iii. All members of the suspension system shall be of sufficient strength and rigidity to carry the ceiling boards or sheets in a true and level plane without exceeding a deflection of 1/360, the of their span. All joints in ceiling panels shall run straight, and cross joint shall be at perfect right angles. Angle molds where shown on drawings shall be securely fixed to walls / all rillings of structural concrete and installation of suitable anchoring device for installation including welding of the suspension system shall be included in the rate. All MS sections used for supports etc., shall be given one coat of synthetic enamel paint over a coat of red lead primer. All wood supports shall be painted with two coats of ‘solignum’ or other approved wood preservative before erection.

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- iv. Aluminum grid ceiling shall be “Bead lock” as manufactured by W.A.Beardshell and Co or Ajit India Ltd., or approved equal, steel grid ceiling system shall be of “Jolly Snap Grid” as manufactured by Anil Hardboards Ltd. or approved equal. The contractor shall ensure that the frame to support the ceiling is designed for its structural strength to withstand the weight of the ceiling boards to be fixed, live load of 75 Kg/Sq. and other loads such as that of air-conditioning ducts, grills, electrical wiring and lighting fixtures, thermal insulation etc., are as shown in the drawing. The contractor shall also submit a detailed drawings to show the grid work, sizes of grip members method of suspension position of openings, for air-conditioning and lighting, access doors etc., Angle cleats or another suitable fixing device shall be fixed to the structural beam or slab above for fixing of hanger’s Main runners shall be hung by M.S.flats, angle rods or 12g or heavier galvanized tie wire hangers at maximum 1.2M centers. Extra hangers shall be provided at light fixtures that are supported from the ceiling system. The spacing of main and cross runners shall be as shown on drawings. Turn buckles shall be provided in M.S. rods for adjustment in levels.
- v. The cross tees shall intersect main runners in pattern shown on drawing and positively locked together with intersection clips. All perimeter areas shall have angle moldings fixed to vertical wall surfaces and end trees shall rest on the molding, unless otherwise shown on drawings.
- vi. The Contractor shall provide necessary opening in the false ceiling for air conditioning, lighting and other fixtures. Additional framing if required, for the above openings shall be provided at no extra cost to the owner. Removable or hinged type inspection or access trip doors shall be provided at locations specified by the owner.
- vii. Ceiling panels shall be of best quality material in thickness and properties called for in the ‘Schedule of Items’. The contractor shall submit test certificates to the Engineer for approval before bulk supply. The Ceiling panels may be of the following types manufactured by reputed manufacturers.
  - a. Plaster of Paris boards
  - b. Expanded polystyrene insulation boards
  - c. Fiber insulation boards
  - d. Wood particle boards
  - e. Perforated Aluminum panels
  - f. Mineral wood ceiling tiles
  - g. Glass fiber reinforced polystyrene sheets
  - h. Flat asbestos sheet
- viii. Acrylic plastic sheets, translucent or figured glass sheets, molded plastic louvers, etc., if used shall be from approved manufacturers and in thickness specified in schedule.
- ix. Installations of Ceiling panels shall be strictly as per manufacture’s instruction. For exposed grid ceiling system, the hold down clips shall be used at the rate of minimum one per 1.2 meter of perimeter. These shall however be omitted in access panels which shall be located as per the instruction of Engineer.
- x. For concealed grid ceiling system, tiles shall be fixed to the supporting grid in manner shown on drawing or as specified by the manufacturer, where V joints in tiles are called for in drawings, these shall be in true lines.

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- xi. Where flush surface is required, the joint shall be filled with approved filler material and finished to give a neat uniform surface. Where shown on drawings and schedule of items, 6 mm thick cement: sand (1:3) plaster shall be applied on the under surface of ceiling boards and finished in a true and even surface without undulations suitable for subsequent painting. Special care shall be taken to neatly finish the ceiling at junctions with walls, light fixtures diffusers etc.

***Doors and Windows***

- i. The doors shutters shall be of flush door as specified in the item specifications. The door frame will be made of MS Angle as shown in the drawing. All the joints are made to true line and shape. All the fittings are to be provided as directed by Engineer.
- ii. The steel windows and ventilators are made of standard steel sections as per IS 1038. The glazing will be done as per standards and thickness will be 5 mm wire gauged glass.

***Pelmet***

This shall be checked for rigidly for fixing and adequate clearance of fixture. Pelmet shall be measured for length of different types enumerated in the schedule

***Painting & Finishing***

- i. All steel surfaces including ventilators, windows, grills, rolling shutter etc. shall also be primed with approved steel primer (one coat) and two coats of approved enamel paint to achieve as even.
- ii. All the structural Weber's shall be provided with two coats of anti-rust red oxide primer paint after proper cleaning of the surface.
- iii. Three coats of white washing shall be provided uniformly on all wall surfaces of the shed as per IS specifications.

***Paver Blocks***

Providing and laying factory made chamfered edge Cement Concrete paver blocks in footpath, parks, lawns, drive ways or light traffic parking etc, of required strength, thickness & size/ shape, made by table vibratory method using PU mould, laid in required color& pattern over 50mm thick compacted bed of sand, compacting and proper embedding/laying of inter locking paver blocks into the sand bedding layer through vibratory compaction by using plate vibrator, filling the joints with sand and cutting of paver blocks as per required. size and pattern, finishing and sweeping extra sand. complete all as per direction of Engineer-in-Charge. The scope of work which shall be adhered during construction activities would also include:

**i. Site Clearance**

Site cleaning means clearance of site of any unwanted materials such as debris, grass, uprooting trees, drains, unauthorized construction, Bailing out of water, disposal of all not needed, filling, ramming, retaining wall around filled up Sand- cum earth etc. up to minimum 60 cm above nearby road, shifting of transformer etc.

**ii. Site Preparation**

Levelling of the plot area (i.e.) grading prior to commencing work in plot boundary area, will be done by to a formation level of approx. R.L. as per site sketch and Boundary wall constructed. The final grading to the required finished level, with slopes to drainage system final landscaping etc. shall be done as per approved Construction Drawings.



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**iii. Layout**

Layout of the building is the first stage before the execution of the project:

- The layout should be carried on every floor which is important for the casting of various units of the floor.
- Layout is the fixing of centerline for column and beams and other structure.
- Two reference points is used to make horizontal grid and one reference point is used for vertical grid.
- After the complete marking of horizontal and vertical grids, the reinforcement for the foundation should be carried out.

**iv. Foundation**

Pile foundation is preferable. However; based on Geo-technical Investigation, the successful bidder shall do design a strong and sound foundation for the whole structure like RCC Under Reamed Piles (friction Piles) or a Combined RCC footing connecting all columns in both directions or a Mat (Raft) foundation etc. with soil stabilization if needed etc. as deemed fit.

**v. Column Layout**

After the casting of foundation, layout of column should be done with the help of grid line.

**vi. Shuttering**

- Shuttering/Formwork is the term given to either temporary or permanent molds into which concrete is poured during casting
- Before the casting of column, inner dimensions of column shuttering should be checked as per drawing.
- Before the casting of column, plumb of column shuttering should be properly checked.

**vii. Casting**

- During casting proper cover to the reinforcement should be maintained.
- Use of vibrator should be ensured during the casting to minimize the voids.
- Proper ratio of the concrete should be maintained.

**viii. Slab & Beam shuttering**

- Before the casting level of slab/beam shuttering should be properly checked.
- Proper scaffolding/props should be provided before casting of beam/slab to ensure the proper stability of shuttering.
- Scaffolding is a temporary structure used to support people and material in the construction or repair of buildings and other structures.

**ix. Slab & Beam casting**

- During casting proper cover to the reinforcement should be maintained.

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- Use of vibrator should be ensured during the casting so as to minimize the voids.
- Proper ratio of the concrete should be maintained.

**x. Finishing works**

- Includes: Brick work, Plastering, Painting, etc.

The general specification for building work will be as follows:

Table 1: Specifications for building works

Item No.	Description	Specification
1	Foundation	RCC pile foundation/ Combined Footing/ raft foundation/ isolated footing, as will be designed based on respective Geo-Technic Investigation to be carried out by Bidder.
2	<b>Superstructure</b>	
2.1	Structure	RCC framed construction with beams & slabs with external walls in brick masonry.
2.2	Internal Partition	The internal partitions will be in half brick masonry. The internal partition in classes will be of light weight wooden panels.
3	<b>Doors &amp; Windows</b>	
3.1	Frames	The opening will be provided with sub-base of granite stone to form a box and to support the frames.
3.1.1	Doors	(i)Doorframes of 2 <sup>nd</sup> class Indian teakwood or polyester powder coated aluminium.
3.1.2	Windows	Polyester powder coated aluminium frames.
3.1.3	Toilet & Wet Area (Doors)	Polyester powder coated aluminium frames.
3.2	Shutters	(i)Flush door shutters 35 mm thick with decorative teak ply veneering on both faces with French spirit polishing on both faces in meditation hall.
3.2.1	Doors/ Cupboards	(ii)Flush door shutters 35 mm thick with commercial ply veneering with decorative lamination on both sides in library block and cupboards
3.2.2	Toilet & Wet Areas	Shutters of compact laminated 12 mm thick
3.3	Window Shutters	(i)Factory made/ Polyester powder coated 'Z' section aluminium shutters for windows. (ii)Double glazed hermetically sealed as per green norms for windows as both the blocks are centrally Air Conditioned.
3.4	Fittings	Stainless steel or equivalent
3.5	Fire check door	As per fire safety specification with GI sheet frame & shutter.
4	<b>Flooring</b>	
4.1	General areas	1 <sup>st</sup> quality ceramic glazed wall tiles
4.2	Stairs	Kota Stone Slabs
4.3	Toilets	Ceramic glazed floor tiles
5.0	<b>Roofing</b>	
5.1	Roof Treatment	Five course water proofing treatment with glass fiber tissue reinforced bitumen over roof consisting of first coat of bitumen primer or any other latest technology.

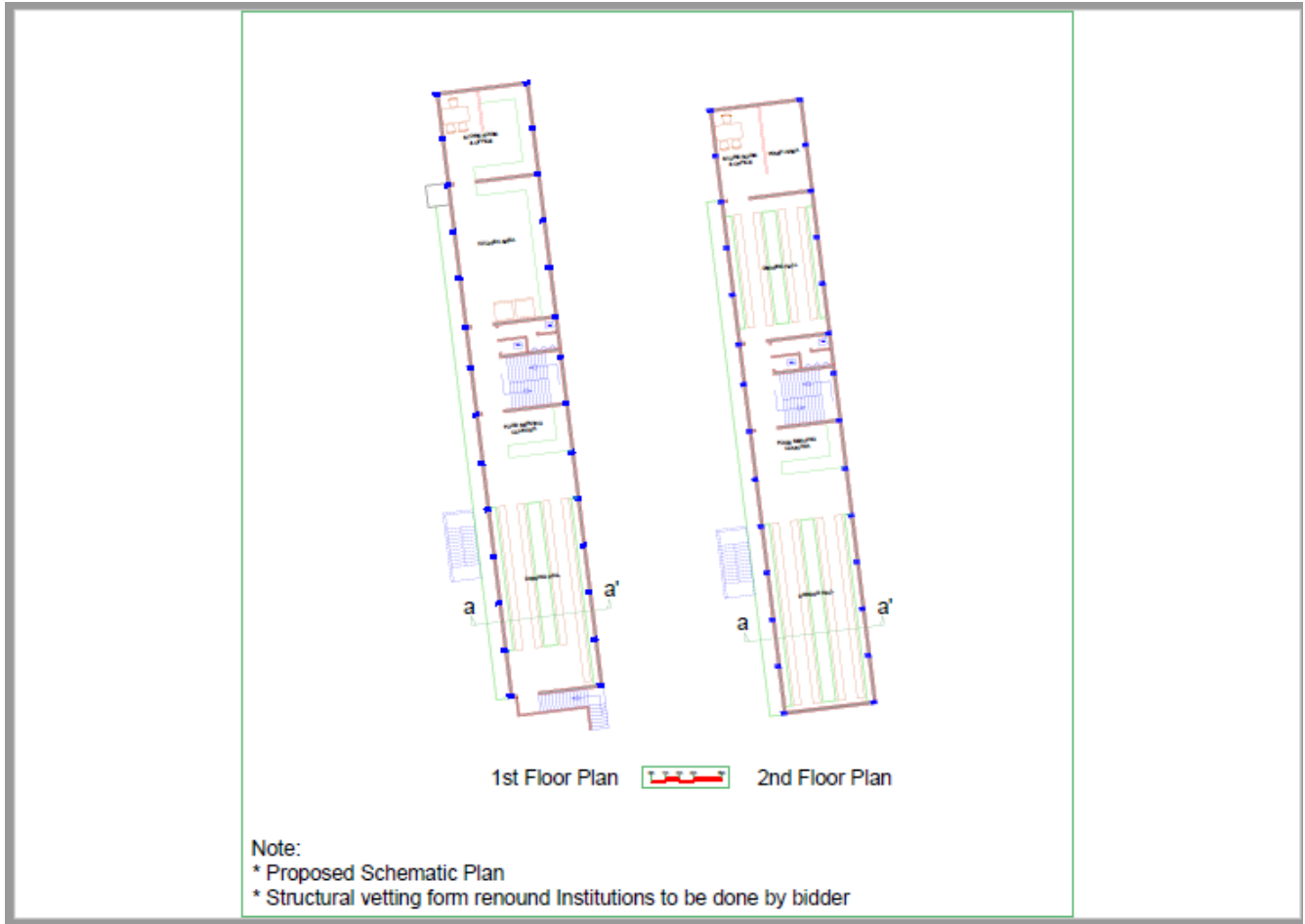
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Item No.	Description	Specification
6	<b>Finishing</b>	
6.1	External	Texture paints, ACP cladding conforming to Energy Conservation Building Code.
6.2	Internal	Oil bound Distemper/ Acrylic emulsion paint/Textured paint (low VOC).
6.3	Polishing	French spirit Polishing on wood works.
7	Provision for Barrier free	Ramps & Toilets for physically challenged cheered terrazzo tiles in ramp.
8	Septic Tank	LLDPE Septic Tank
9	Boundary Wall with barbed wire and MS Gate	Brick Wall with RCC Columns up-to 1.5 m height along with MS pointed grill MS Gate as per relevant standards as shown in drawing.
10	Horticulture	Provision of some trees all around the boundary for aesthetic view.
11	Submersible boring with motor pump	Submersible Boring with 2 HP motor pump Up-to 400 feet deep
12	Drinking Water Point	03 Nos. Drinking water point outside the Nagar Nigam Commercial Building for public
13	Pre-Fabricated roof truss	As per Designs Approved drawings
14	Fall ceiling	As per Designs Approved drawings
15	Paver Block	As per Designs Approved drawings

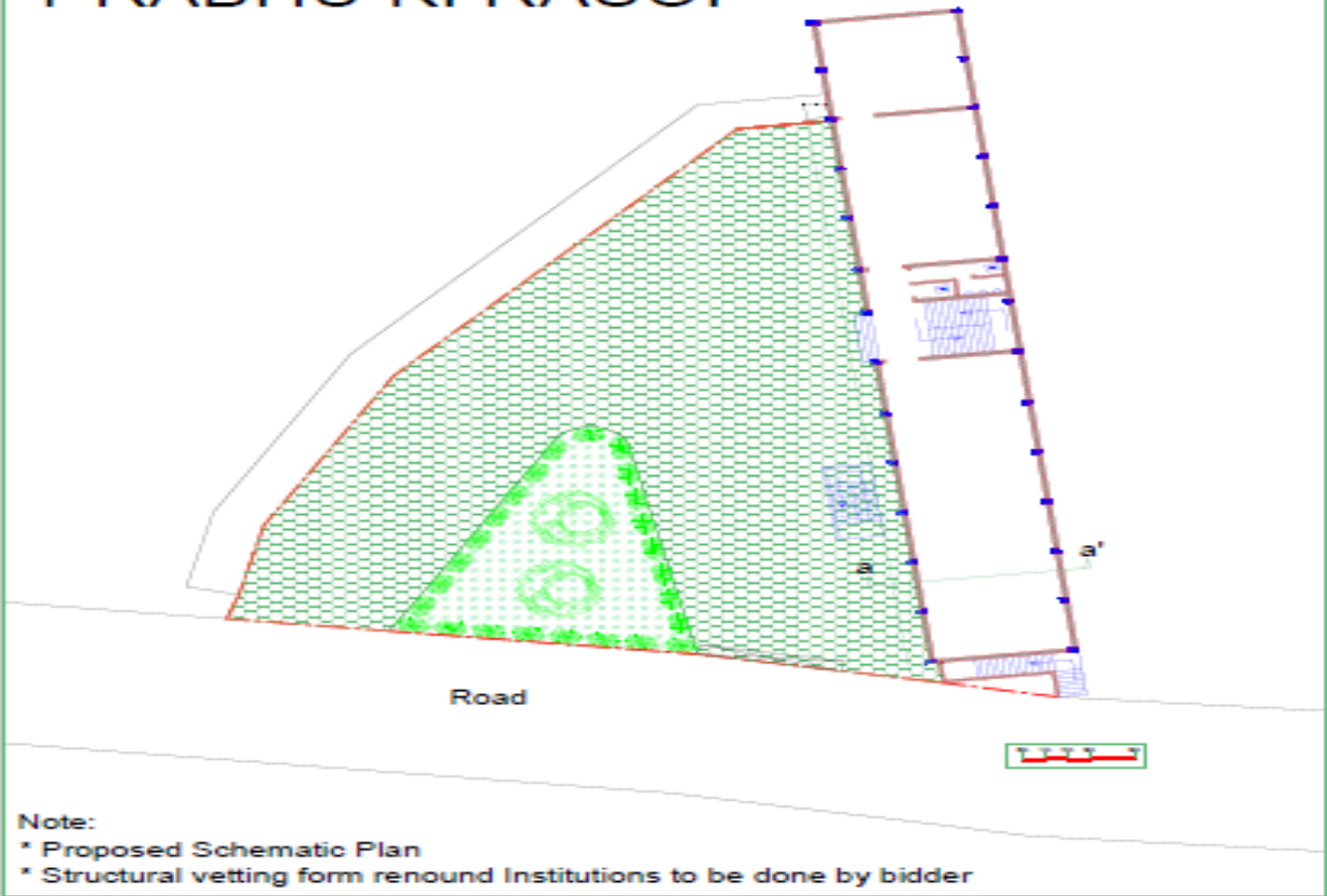
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**ANNEXURE : B**

**Drawings :**



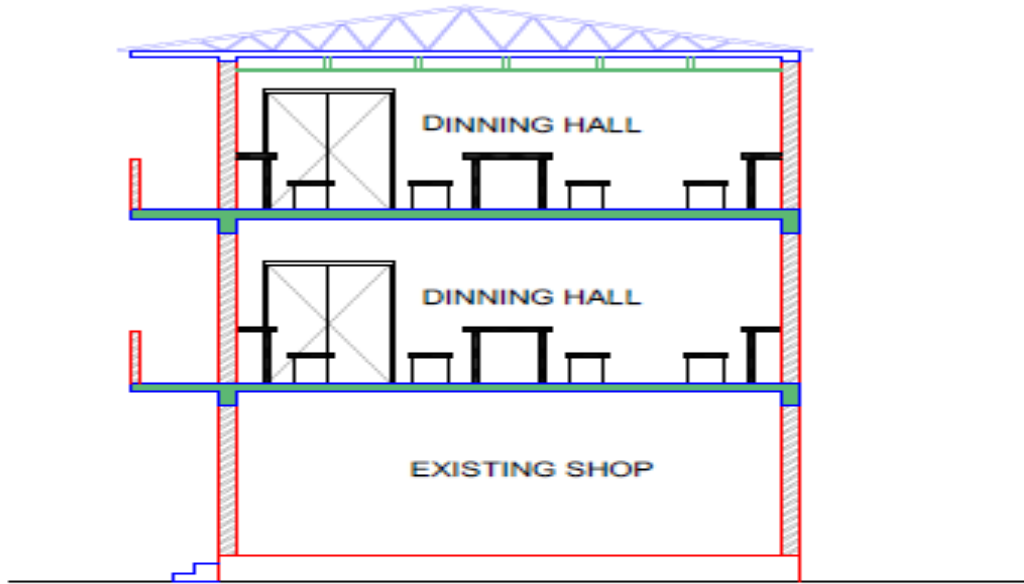
# PRABHU KI RASOI



**Note:**

- \* Proposed Schematic Plan
- \* Structural vetting form renound Institutions to be done by bidder

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Schematic Section a-a'



**Note:**

\* Proposed Schematic Section

\* Structural vetting form renound Institutions to be done by bidder

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**ANNEXURE C**

**Total Estimated Project Cost :**

<b>Infrastructure Development</b>	<b>Quantity / Area</b>	<b>Total Cost (In Rs.)</b>	<b>Cost (Rs. In Lakhs)</b>
Civil Works (Renovation / Repair)	Approx. 1000 sq. m.	3328300	33.28