



REQUEST FOR PROPOSAL

For

DEVELOPMENT OF AUTOMATED SELF-CLEANING PUBLIC TOILETS AT FOLLOWING LOCATIONS IN AGRA CITY (2nd CALL)

- 1. JALKAL LAND.**
- 2. NEAR POLICE CHOWKI BESIDE JP PLACE.**
- 3. 100 FT ROAD NEAR ADA PARK.**
- 4. TRIDENT MODE.**
- 5. STREET VENDING ZONE AT BASAI MANDI ADJACENT VISHAL MEGA MART.**
- 6. STREET VENDING ZONE NEAR AMAR HOTEL.**
- 7. TAJ EAST GATE ROAD OPPOSITE TO SHILPGRAM TOWARDS DANDUPURA VILLAGE.**
- 8. TAJ WEST GATE NEAR TAJ RESTAURANT.**

Project Cost ₹ 3,42,41,063.00

**AGRA SMART CITY
(UTTAR PRADESH, INDIA)**

TENDER DOCUMENT FOR THE WORK OF

Name of the Work:

Development of Automated Self-Cleaning Public Toilets at following locations in Agra City (2nd Call)

- 1. JALKAL LAND**
- 2. NEAR POLICE CHOWKI BESIDE JP PLACE.**
- 3. 100 FT ROAD NEAR ADA PARK.**
- 4. TRIDENT MODE.**
- 5. STREET VENDING ZONE AT BASAI MANDI ADJACENT VISHAL MEGA MART.**
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- 8. TAJ WEST GATE NEAR TAJ RESTAURANT.**

**INSTRUCTIONS TO BIDDERS AND
QUALIFICATION INFORMATION**

NIT NO: Dated 04.08.2018

OFFICE OF THE AGRA SMART CITY LIMITED

No.DATED: - 05/07/2018

E-TENDER NOTICE

Agra Smart City Limited (ASCL) invites online tenders for the work mentioned below: -

| | |
|---|--|
| Name of the work | Development of Automated Self-Cleaning Public Toilets at following locations in Agra City (2 nd Call) <ol style="list-style-type: none">1. JALKAL LAND2. NEAR POLICE CHOWKI BESIDE JP PLACE.3. 100 FT ROAD NEAR ADA PARK.4. TRIDENT MODE.5. STREET VENDING ZONE AT BASAI MANDI ADJACENT VISHAL MEGA MART.6. STREET VENDING ZONE NEAR AMAR HOTEL.7. TAJ EAST GATE ROAD OPPOSITE TO SHILPGRAM TOWARDS DANDUPURA VILLAGE.8. TAJ WEST GATE NEAR TAJ RESTAURANT. |
| Probable Amt. of Contract | ₹ 3,42,41,063.00 |
| Amount of earnest money | ₹ 19,12,053.00 (EMD in the form of a DD /FDR. FDR shall be drawn on Nationalized /Scheduled Bank in favor of Chief Executive Officer, Agra Smart City Limited and payable at Agra (in a separate, sealed envelope) The original EMD shall be submitted along with the Technical Proposal (Envelope A) as per the time and location specified in the Data Sheet. |
| Application Processing Fee (Payable to ASCL online) | 7,000 + 18% (G.S.T). Document can be downloaded from the web site http://etender.up.nic.in |
| Time allowed for completion of work | 4 (Four) Months including rainy season. |
| Date of Tender Release (Online) | From 11:00 PM on 05.08.2018, |
| Last Date of ONLINE Bid Submission | Up to 05:30 PM on 20.08.2018 |
| Last date of Physical Document Submission (Envelope „A” & „B”) | UP TO 15:00 PM ON Date: 16.08.2018 |
| Date of opening of Envelope „A” & „B” of tender document | Date: 22.08.2018 @ 04.00 PM onwards at Office of The Chief Executive Officer, Agra Smart City Limited. |
| Online Financial Bid (Envelope C) opening. | To be intimated later. |
| Type of Bidder | Class A Contractor or Equivalent Registration in U.P. state Govt, A.M.C undertaking agency of state Govt. or privet sector with similar type of work experience |
| Engineer-in charge | CEO, Agra Smart City Limited |
| Bid Validity Period | 180 days |

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SECTION 1: INVITATION FOR TENDERS [IFT]

Agra Smart City Limited (ASCL) invites **Lump Sum tenders in “Form F”** from eligible bidders **Manufacturer/ Supplier/Distributor of Automated Self-Cleaning Public Toilets, Contractors registered in Class A Equivalent Registration in any ULB/State Govt. Dept. /Central Govt. Dept. /PSU or A.M.C. undertaking agency of state Govt. or privet sector with similar type of work experience** and eligible under the Pre-qualification Criteria as detailed in the tender Document. The tender documents can be downloaded from [http:// etender.up.nic.in](http://etender.up.nic.in) from 05.08.2018 onwards. The last date of tender online submission is on 20.08.2018 upto 5: 30 PM.

A. **Work Details:**

The tender for development of pay and use Public E-toilets/Intelligent Public Toilet (IP Toilet) under PPP mode at 8 locations was floated and the tender submission date was on 4th April 2018, however no bids were received. Upon interaction with various prospective bidders they have conveyed their lack of interest in investing in capex for Automated Self-Cleaning Public Toilets.

In other smart cities Hubli Dharwad, Guwahati, Mangalore, Faridabad, Goa etc similar projects are done on EPC mode. Hence It is proposed to refloat the tender on EPC mode.

B. **Key Dates:**

The proposal is available online on www.nagarnigamagra.com, <http://etender.up.nic.in>, www.smartnet.niua.org, www.agrasmartcity.in

1. from **05/08/2018 to 20/08/ 2018** for a non-refundable fee as indicated in the Data Sheet as scheduled in General Terms and Condition for E-tendering. Bidders will be required to register on the website, which is free of cost. The bidders would be responsible for ensuring that any addenda available on the website is also downloaded and incorporated.
2. For submission of the bid, the bidder is required to have Digital Signature Certificate (DSC). Possession of Digital Signature Certificate (DSC) and registration of the contractors on the portal i.e. <http://etender.up.nic.in> is a prerequisite for e-tendering.
3. Proposal must be submitted online on <http:// etender.up.nic.in> on or before **17.30 hours on 20/08/2018** and the “Technical proposal” will be **opened online on the 22/08/2018 at 16:00 PM.**

Terms & Conditions:

1. Pre-qualification Criteria:

- a. All Contractors/ Bidders shall provide the requisite information accurately and with sufficient details as required in **Section-3: Qualification information**. The bid is open to all Bidders who fulfill the criteria laid down in the NIT.
- b. **Joint venture or consortiums of Bidders are permitted. Partners in a Joint Venture shall not exceed 3 (three).**
- c. To become eligible, each bidder must satisfy the following:
 - i. Achieved during the last Three (3) financial years (2017-18, 2016-17, 2015-16), an average annual financial turnover of at least 342.41 Lakhs.
 - ii. Bidders including all members of the consortium if applicable should not be loss making in all of the last Three (3) financial years (2017-18, 2016-17, 2015-16).
 - iii. Satisfactorily completed similar works during last 5 years as per criteria mentioned below:
 - a. Satisfactorily completed at least one similar work of value not less than 274.0 Lakhs as on date of submission of financial offer, **OR**
 - b. Satisfactorily completed at least two similar works each of a value not less than 205.50 Lakhs as on date of submission of financial offer, **OR**
 - c. Satisfactorily completed at least three similar works each of a value not less than 137.0 Lakhs as on date of submission of financial offer. **OR**
 - d. Satisfactorily completed minimum 10 units of Automated Self-Cleaning Public Toilets for any Central, State or Local government departments. Documentary evidences of work orders or performance certificates duly signed by respective authorities should be produced.

Necessary supporting documents duly signed under seal, by a Chartered Accountant in original shall be enclosed while submitting the bid.

- e. Note:
 - i. The turnover shall be indexed at the compounded rate of 10 % (Ten percent) for each earlier year.
 - ii. The value of completed work shall be updated to the value of current financial year @ compounded rate of 10 % (Ten percent).
 - iii. Similar works means Supply, Installation and Commissioning of Automated Self-Cleaning Public Toilets or Pre-Fabricated Toilets or have undertaken Facility Management works of Toilets.
 - iv. Proof of having successfully completed similar works must be submitted in the form of a completion certificate issued by an officer not below the rank of an executive engineer. This certificate must be in the format appearing in Annexure 4.
 - v. The indexing factors for updating the value of works completed in previous years to the current financial year are mentioned as below:

| Financial Year | Indexing Factor |
|----------------|-----------------|
| FY 2017-2018 | 1.0 |
| FY 2016-2017 | 1.1 |
| FY 2015-2016 | 1.21 |
| FY 2014-2015 | 1.33 |
| FY 2013-2014 | 1.46 |
| FY 2012-2013 | 1.61 |

- f. In addition to the pre-qualification criteria mentioned above, the following criteria shall also be satisfied for eligibility of the Bidder:
- g. The bidder should have a bank solvency of **342 Lacs (Three and Fourty two lacs only)** issued by any scheduled Bank. The solvency certificate should not be more than twelve months old. The solvency certificate shall be on Banks Letter Head and duly signed by the Banks Designated Authority in Original. The solvency Certificate shall be as per the prescribed format provided in the Annexure 2.
- h. It is necessary that the bidder should have executed the above work as either main Bidder.
- i. The bidder should not have incurred any loss in more than three years during the last five consecutive financial years. **A certificate to this effect from a Chartered Accountant shall be provided with Technical bid.**
- j. Bidders should submit all requisite and necessary details/documents with respect to the eligibility criteria. The said details to be submitted in prescribed forms appended with this tender document. The details of the requisite forms are as under:

| | | |
|-------|--|-------------|
| i. | Qualification Information | Annexure- 1 |
| ii. | Banker's Certificate (Solvency Certificate) | Annexure-2 |
| iii. | Income Tax return for last 3 (Three) years | Annexure-3 |
| iv. | Details of Similar Works executed | Annexure-4 |
| v. | Details of All works executed during last 5 (Five) years | Annexure-5 |
| vi. | Existing commitments and on-going works | Annexure-6 |
| vii. | Information regarding current claims, arbitration & litigation, if any | Annexure-7 |
| viii. | Affidavit of having provided all correct information | Annexure-8 |

Note: All aforesaid Annexure must bear the seal and signature of the Bidder or a duly authorized person.

- 2. Bidder must ensure providing complete information in Annexures mentioned above along with their signatures [under seal] wherever required, before submission of tender.
- 3. Each Bidder must enclose
 - a) Certified Copies of Income Tax Returns for the last 3 (Three) years duly audited by Chartered Accountant including his audit report. CA shall certify the true copy in original.
 - b) Turnover certificate of Last 3 Years certified by Chartered Accountant in Original.
 - c) An affidavit that all the information furnished with the pre-qualification document is correct in all respects (Draft format of Affidavit is provided in the tender document).
- 4. Bidder who meets the minimum qualification criteria will be qualified only if their available bid capacity for construction work is equal to or more than the probable amount of contract. The available bid capacity will be calculated as under:
 Assessed Available Bid capacity = $(A * N * M - B)$ Where,
 A = Maximum value of all works executed in "anyone financial year" during the last Five years [updated to the price level at the current financial year at the compounded rate of 10% (Ten per cent) a year taking into account the completed as well as work in progress]. This has to be certified by a Chartered Accountant.
 N = Number of years prescribed for completion of the works for which tender is invited (period up to 6 months to be taken as half-year and more than 6 months as one year). Any period beyond 12 months, the period actually mentioned in the NIT shall be considered.
 M = 2.5
 B = Value of existing commitments and on-going works be completed during the period of completion of the work for which tender is invited.

5. The Bidder should have valid G.S.T. Registration.
6. The bidder should have valid ESIC registration Certificate. A certified copy must be submitted. If not applicable submit affidavit in Rupees 100/- Non-judicial stamp paper.
7. The bidder should be registered with the Commissioner, Provident Fund and should submit copy of the registration along with the Technical bid. In case the bidder has less than 20 persons in his employment, he shall submit an affidavit to this effect in lieu of such registration.
8. Submit the Pre Integrity Pact on Rs. 100 Stamp paper as indicated in Section 9.
9. Even though the Bidder meets the above qualifying criteria, he is subject to be disqualified if he has;
 - a) Made a misleading or false representation[s] in the Forms, Statements and Attachments submitted in Proof of the Qualification Requirements.
And/ Or
 - b) A record of poor performance such as Abandoning a work, Poor quality of work, Claim, Litigation History, or Financial failures etc. in any State Govt. organization/ services/ corporations/ local body etc. (by whatever names these are called).

Chief Executive Officer
Agra Smart City Limited
Agra UP

General Terms and Conditions for e tendering:

1. The detail tender notice and Tender Document can be seen on website: <http://etender.up.nic.in> and downloaded online from the Portal:<http://etender.up.nic.in> by the Firms / Individual registered on the Portal.
2. As the proposals are to be submitted online and are required to be encrypted and digitally signed, the Bidders are advised to obtain Digital Signature Certificate (DSC) at the earliest.
3. The payment for Tender Document Fee and e-service Fee shall be made by eligible bidders offline and the payment for EMD can be made online directly through RTGS/NEFT or OTC Please refer to „Online Payment Guideline“ available at the Single e-Procurement portal and also mentioned under the Tender Document.
4. Intending bidders will be mandatorily required to online sign-up (create user account) on the website <http://etender.up.nic.in> to be eligible to participate in the e-Tender. He/ She will be required to make online payment towards EMD fee in due course of time i.e. between 05/07/2018 to 20/08/2018 (up to 17:30 PM).
5. The intended bidder fails to pay EMD fee under the stipulated time frame shall not be allow to submit his / her Proposal for the respective event / tenders.
6. The interested bidders must remit the funds at least T+1 working day (Transaction + One working Day) in advance i.e. on or before 20/08/2018 (up to 16:00 PM); and make payment via BG/FD. The intended bidder / Agency thereafter will be able to successfully verify their payment online, and submit their Proposal on or before the expiry date & time of the respective events/Tenders at [http:// etender.up.nic.in](http://etender.up.nic.in)
7. The undersigned reserves the right to reject any or all the tenders without assigning any reason what so ever and no conditional and postal tenders will be accepted.
8. If the date on which the tenders are to be received is declared a public holiday, the tender will be received on the next working day.
9. The offer will remain valid up to 180 days from the due date of submission of tenders.
10. Any amendment to a tender after opening of tender made by the tenderer according to his own will is liable to be ignored altogether and such tenderer will be debarred from tendering for a period of six months.

Check List for online submission of Documents

Envelop A (Mandatory documents) :

1. Letter of EMD
2. Scanned Copy of EMD
3. Scanned Copy of Pre Contract Integrity Pact duly Signed (On Rs 100 Non judicial stamp Paper, duly Notarized)
4. for NSIC/MSME registered bidders are required to submit the relevant registration proof valid as on date of bid submission and relevant notification that exempt from payment of EMD and Tender fee

Envelop B:

5. Letter of Technical Bid
6. Power of Attorney on Rs 100 Stamp Paper authorizing for signing the bid documents
7. Qualification Information (Annexure 1)
8. Copy of ESIC Certificate/ otherwise if not applicable submit affidavit in Rs 100/- Non judicial stamp paper, duly Notarized.
9. Copies of G.S.T. Registration.
10. Copy of registration with Commissioner PF / if not applicable, submit Affidavit.
11. Affidavit of having provided all correct information (Annexure-8)
12. Information regarding current claims, arbitration & litigation, if any (Annexure-7)
13. Existing commitments and on-going works (Annexure-6)
14. Details of all works executed during last 5 (Five) years (Annexure-5)
15. Details of similar works executed (Annexure-4)
16. Income Tax returns for last 3(Three) Years (Annexure-3)
17. Bankers Certificate in original on Banks Letter head (Solvency Certificate) (Annexure-2)

Letter of EMD – Envelop – A

To,
Chief Executive Officer,
Agra Smart City limited
Agra Nagar Nigam, Agra

Sub: Development of Automated Self-Cleaning Public Toilets at Following Locations in Agra City.

1. JALKAL LAND
2. NEAR POLICE CHOWKI BESIDE JP PLACE.
3. 100 FT ROAD NEAR ADA PARK.
4. TRIDENT MODE.
5. STREET VENDING ZONE AT BASAI MANDI ADJACENT VISHAL MEGA MART.
6. STREET VENDING ZONE NEAR AMAR HOTEL.
7. TAJ EAST GATE ROAD OPPOSITE TO SHILPGRAM TOWARDS DANDUPURA VILLAGE.
8. TAJ WEST GATE NEAR TAJ RESTAURANT.

Dear Sir,

Enclosed please find Demand Draft / FDR No ----- Dtd ----- for ₹-----
-- (Rupees----- only) drawn on ----- issued in
favour of **Chief Executive Officer, Agra Smart City Limited (or provide the details of other
payment mode)** against Earnest Money Deposit for the work mentioned.

Thanking You Yours Faithfully

For and on behalf

(Seal and Signature of the Authorized Signatory) Enclosure: Demand Draft

Letter of Technical Bid Envelop –B

To,
**Chief Executive Officer,
Agra Smart City Limited
Agra Nagar Nigam, Agra,
Uttar Pradesh**

For Bid Invitation No.:_

Date:

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instruction to Bidders (ITB);
- (b) We offer to execute in conformity with the bidding Documents the following Work/s:
Development of Automated Self-Cleaning Public Toilets at 08 (eight) Locations in Agra City mentioned in NIT.
- (c) Our bid shall be valid for a period of 180 **days from** the bid submission due date in accordance with the bidding documents, and it shall remain binding up on us and may be accepted at any time before the expiration of that period;
- (d) If our bid is accepted, we commit to obtain a performance security in accordance with the Bidding Documents;
- (e) We, including any sub-Bidders or suppliers for any part of the contract, do not have any conflict of interest in accordance with ITT;
- (f) We are not participating, as a Bidder in more than one bid in this bidding process in accordance with the ITT,
- (g) Our firm, its affiliates or subsidiaries including any Sub-Bidders or suppliers for any part of the contract, has not been declared ineligible by ASCL/ Other Departments any State Government, any public-sector unit or any LocalBody.
- (h) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed.
- (i) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
- (j) We are not a Government owned entity / we are a Government owned entity, meeting all the requirements of the ITT.

Seal and Signature:

Name..... Signed in the capacity

of.....

Duly authorized to sign the Bid for and on behalf of.....

Date:

SECTION 2: INSTRUCTIONS TO BIDDERS/Tenderers (ITB/ITT)

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A. Introduction:

ASCL is interested in taking up the Installation of Automated Self-Cleaning Public Toilets project on priority basis. As per the Smart City Proposal,

Although ASCL is envisaging installing Automated Self-Cleaning Public Toilets at many places within ABD, it is interested in taking up works at selected locations on pilot basis.

ASCL is now inviting eligible bidders for the works :-

Development of Automated Self-Cleaning Public Toilets at Following Locations In Agra City.

1. Jalkal Land
2. Near Police Chowki Beside JP Place.
3. 100 ft .Road near ADA Park.
4. Trident Mode.
5. Street Vending Zone At Basai Mandi Adjacent Vishal Mega Mart.
6. Street Vending Zone Near Amar Hotel.
7. Taj East Gate Road Opposite To Shilpgram Towards Dandupura Village.
8. Taj West Gate Near Taj Restaurant.

The locations of Automated Self-Cleaning Public Toilets are enclosed at the end of this document. Further, to enhance customer convenience and service delivery, ASCL is keen on providing multiple payment options for using the toilets and include smart features such as Automated Self-Cleaning Public Toilets app for locating the toilets, installation of LED Lights with sensors for detection, unmanned maintenance, Solar Roof (an option which will be decided later but not considered in this bid), Surveillance, E Payment option. Automated Self-Cleaning Public Toilet's smart features shall be integrated with the command centre which will be built and commissioned later by another contractor.

The Automated Self-Cleaning Public Toilets built under this tender will be connected with the bio digester system.

The Defect Liability Period (DLP) shall be for a period of two years from the date of actual completion of the work. The completion of work shall be reckoned from the date of issue of completion certificate by the ASCL. The Bidder shall not claim the cost of works/items covered under the DLP which is part of this tender.

O & M responsibilities

Bidder shall collect the revenue and holds the rights for generating the revenues through PTUs, advertisement from the toilets and all the amounts collected from various sources, whatever amount of revenue generate from Automated Self-Cleaning Public Toilets project from all other sources should be more than maintenance cost of toilet.

- a) For 1st and 2nd year (Defect Liability Period) revenue more than Rs. 18.76 Lakhs 50% revenue to be transferred to ASCL
- b) For 3rd to 5th Year revenue more than Rs. 25.00 Lakhs for 3rd year, Rs. 27.50 Lakhs for 4th year and Rs. 30.25 Lakhs 50% revenue to be transferred to ASCL

Income from Users charge

The bidder shall be allowed to charge for the users of PTUs

- a) For 1st and 2nd year (Defect Liability Period) PTUs Rs 10.0 maximum and Urinal Free
- b) For 3rd to 5th Year PTUs Rs 20.0 maximum and Urinal Rs. 1.0

Income from Display of Advertisements

The Advertisement revenue shall be the source of revenue mechanism for the Bidder. The Bidder shall be lease out the Advertisement Boards to the advertisers as specified the specifications.

Miscellaneous

Apart from the above, the Bidder shall be well within its right to generate revenues for other activities however the details of the same shall be forwarded to the Authority for approval.

General

1.1. Scope of Tender

The Agra Smart City Limited (abbreviated as „ASCL" and Referred to as the „Employer" in these documents) invites Lump sum Tenders from eligible Bidders for the Works as defined as “Development of Automated Self-Cleaning Public Toilets at Following eight locations In Agra City.

1. Jalkal Land
2. Near Police Chowki beside JP Place.
3. 100 Ft Road near Ada Park.
4. Trident Mode.
5. Street Vending Zone at Basai Mandi Adjacent Vishal Mega Mart.
6. Street Vending Zone near Amar Hotel.
7. Taj East Gate Road Opposite To Shilpgram towards Dandupura Village.
8. Taj West Gate near Taj Restaurant in this document and referred to as "the Works").

- a) The detailed Scope of Works Annexure F of this document.
 - b) The location of the Existing network distribution is provided for bidding purpose only. It is the responsibility of the bidder to gather relevant drawings and approvals from the concerned department and agencies, prior taking up the works defined in the scope of services of this tender.
 - c) The Bidder must extensively coordinate with ASCL and its Technical Consultant during all stage of the project. The successful bidder shall obtain written approvals from ASCL at all stages, before commencing work on any particular stage of work. During the construction phase, after completion of any particular stage/phase of works and before commencing work on the next stage/phase of work, the successful bidder shall obtain written approval on the completed works/phase from ASCL, before commencing work on the next stage/phase of works.
- 1.2. The approvals as stated above shall include but not be limited to a) Design of the Automated Self-Cleaning Public Toilets b) Manufacture of Automated Self-Cleaning Public Toilets c) Supply of Toilets d) Installation of Automated Self-Cleaning Public Toilets e) Commissioning of Automated Self-Cleaning Public Toilets with bio digester.
- 1.3. As a part of the approval process, the bidder shall, when changes are demanded by the Authority [The ASCL], modify and resubmit the submissions in accordance with the suggestions/comments made by the Authority. All such revisions shall be to the complete satisfaction of ASCL and on which mandatory written approvals obtained from the ASCL before commencing work related to the requested approval. No work under the scope of works under this bid/contract shall be commenced before obtaining the said written approval from the Authority.
- 1.4. All submissions including drawings shall be duly signed under seal.
- 1.5. The Bidder shall conduct relevant and necessary studies/investigations/feasibility analysis required for carrying out the scope of works. No separate payment for any such works shall be payable to the bidders/successful bidder.
- 1.6. All Design shall comply with relevant IS Codes, NBC and codes/Standards as specified by the ASCL. In the event and for a particular work[s] an Indian Code[s]/Standard[s] is not

available, the Bidders/Successful bidder shall identify and obtain approval from ASCL wherever new/other codes need to be adopted.

1.7. The Technical Consultant appointed by the ASCL shall proof-check all GFC drawings/designs submitted by the successful bidder and approve the drawings for execution of works.

In case of Payment Solutions Like Coin System or Card payment or any other items related to Information Technology (IT) or Information and Communication Technology (ICT), the bidder shall Supply, design, installation Test, Commission and Operate in accordance with the relevant laws, Specifications, Standards, Policies and Acts.

1.8. Automated Self-Cleaning Public Toilets shall be a consolidated unit consisting of toilets for Male and Female and urinals for men (as mentioned in Section 7.1). Access shall be provided free of cost to the men's urinals only. A typical layout plan, sectional and elevations of Automated Self-Cleaning Public Toilets are provided in Annexure F.

1.9. The Automated Self-Cleaning Public Toilets shall be manually cleaned at least once in a week or whenever deemed necessary as per the situation.

1.10. Women Toilets shall have a napkin vending unit and Napkin incinerator

1.11. All units shall have Panic Button which shall alert the people surrounding the toilet through honking; and by means of internet or GSM or GPS or other means alert O & M firm, Command Centre and police to attend the call immediately.

1.12. The bidder may assign one person per ten toilets to continuously monitor the units for safety and vandalism.

1.13. ASCL shall provide the source for the power. The bidder shall at his own cost make all arrangement to supply power at the toilets and its premises.

2. **Eligible Bidders:** shall be as defined in Section 1.
3. **Qualification of the Bidder:** shall be as defined in Section 1.
4. **One Tender per Bidder:** Each Bidder shall submit only one Tender for the Project. A Bidder who submits or participates in more than one Tender (other than as a Sub Bidder or in cases of alternatives that have been permitted or requested) will cause all the Proposals with the Bidder's Participation to be disqualified.
5. **Cost of Tendering:** The Bidder shall bear all Costs associated with the Preparation and Submission of his Tender and the Employer will in no case be Responsible and Liable for those Costs.
6. **Site Visit:** The Bidder, at his own Responsibility and Risk, is encouraged to visit and examine the Site of Works and its surroundings and obtain all Information that may be necessary for preparing the Tender and entering into a Contract for construction and execution of the Works. The cost of visiting the site shall be at the Bidder's own expense.

C. Tender Documents

7. Content of Tender Documents

The Set of Tender Documents shall have all the Sections given in „Contents" of this document.

8. Clarification of Tender Documents

A prospective Bidder requiring any clarification of the Tender Documents may present himself with his queries in the pre-bid meeting as detailed in the N.I.T. or send the same at the address/email indicated in the bid document so that these may reach the Authority before the date and time mentioned under KEY DATES.

9. Amendment of Tender Document

9.1 Before the Deadline for Submission of Tenders, the Employer may modify the Tender Document by issuing Addenda.

9.2 Any Addendum thus issued shall be part of the Tender Documents and shall be updated on the website and **NOT** communicated in writing to any purchaser of the Tender Document. To give Prospective Bidders reasonable time in which to take an Addendum into account in preparing their Tenders, the Employer may extend, as necessary, the Deadline for **Submission of Tenders, in accordance with S. No. 16 below.**

D. Preparation of Tenders

10. Documents Comprising the Tender

The submission shall be submitted both physically (hard Copy) as well as online. The hard Copy of the Tender shall be submitted by the Bidder with Two sealed envelope and shall contain the Documents as follows.

Envelope A:

- a. Original **Earnest Money Deposit:** 19,12,053.00 (EMD in the form of a DD /FDR or FDR shall be drawn on Nationalized /Scheduled Bank in favors of Chief Executive Officer, Agra Smart City Limited and payable at Agra in a separate, sealed envelope).
- b. Letter of EMD (Envelope A)
- c. Pre-Contract Integrity Pact duly Signed (On Rs 100 Non judicial stamp Paper, duly Notarized)

Envelope B:

- a. Letter of Technical Bid (Envelop B- as per format given in Page 14.)
- b. Pre-Qualification Information as per Formats given in Section-1: Pre-qualification document.
- c. Any other information required for completing and submitting the tender by Bidders in accordance with these Instructions.

The Documents Listed under Sections - 1 shall be filled and submitted in without exception.

11. Tender Prices

11.1The Contract shall be for the Whole Works as described in General Scope of Works clause 1.0 and it's Sub Clause 1.1.

11.2The lump sum rates quoted by the bidders shall not include any G.S.T. The quoted rate shall therefore be excluding the G.S.T but inclusive of other taxes & Duties, such as Labour Cess, Royalties, etc. and other Levies payable by the Bidder under the contract or for any other cause, shall be included in the Total Tender Price submitted by the Bidder. The Lump sum Price shall be exclusive of G.S.T.

11.3The Lump sum Price quoted by the Bidder shall be subject to adjustment during the Performance of the Contract in Accordance with the Provisions of the General Conditions of Contract.

12. Tender Validity

12.1Tenders shall remain valid for a period not **less than 180 days** after the Deadline Date for Tender Submission specified in Clause - 16. A Tender valid for a Shorter Period shall be rejected by the Employer as Non Responsive. In Exceptional Circumstances, prior to expiry of the Original Time Limit, the Employer may request that the Bidders may extend the Period of Validity for a specified additional period. The request and the Bidders' responses shall be made in writing. A Bidder may refuse the request without forfeiting his Earnest Money Deposit. A Bidder agreeing to the request will not be required or permitted to modify his Tender, but will be required to extend the Validity of his Earnest Money Deposit for a period of the extension, and in compliance with Clause - 13 in all respects.

13. Earnest Money Deposit

13.1 The Bidder shall make the Earnest Money Deposit Rs.19, 12,053.00 (EMD in the form of a DD /FDR. Or Online payment using Debit Card/Net Banking/RTGS/NEFT/. DD or FDR shall be drawn on Nationalized /Scheduled Bank in favour of Chief Executive Officer, Agra Smart City Limited and payable at Agra (UP) in a separate, sealed envelope).

13.2 Any Tender not accompanied by an acceptable Earnest Money Deposit as indicated in Sub Clause 13.1 above shall be rejected by the Employer as Non Responsive.

13.3 The Earnest Money Deposit of unsuccessful Bidders shall be returned within 30 days of the end of the Tender Validity Period specified in Sub Clause 12.1.

13.4 The Earnest Money Deposit made by a Bidder may be forfeited:

- (a) If the Bidder withdraws the Tender after Tender Opening or during the Period of Tender Validity;
- (b) If the Bidder does not accept the Correction of the Tender Price, pursuant to Clause 23; or
- (c) In the case of a successful Bidder, if the Bidder fails within the specified time limit to execute the Agreement with the ASCL for works under this bid.

14. Format and signing of Tender:

14.1The tendering system for the work comprises three stages (i) EMD (ii) Technical Bid [Eligibility qualification] and (iii) online Financial Bid.

The Bidders are required to submit the online tender and submit hard copy with all required documents in Two Sealed Envelopes – A & B, as detailed above, manually within specified time and date at the address given below.

**Chief Executive Officer,
Agra Smart City Limited,
Agra Nagar Nigam, Agra.**

14.2In Stage II [Technical Bid] the Bidder shall prepare the Documents comprising the Tender as described in Clause - 10 of these Instructions to Bidders. Bidders shall attach all Copies of Certificates pertaining to their Eligibility Criteria, Qualification Information Documents and Credit lines / Letter of Credit / Certificates from Scheduled Banks, failing which the Bid shall not be considered.

14.3Stage III - Submission of Online Financial Bid.

14.4The Tender shall contain no Alterations or Additions, except those to comply with instructions issued by the Employer.

E. Submission of Tenders

15. Procurement of Tenders

15.1Tender Documents may be downloaded from the e procurement portal <http://etender.up.nic.in>,<https://www.agrasmartcity.in>,<https://smartnet.nuia.org>, www.nagarnigamagra.com as indicated in the NIT

15.2Bidders shall submit signed, complete Proposal comprising the documents and forms in accordance with Clause 10 (Documents Comprising Proposal).The submission shall be physically (hard Copy) as well as online.

15.3Only the authorized representative of the Bidder shall sign the original submission letters in the required format for the Qualification Documents, Technical Proposal and the Financial Proposal and shall initial all pages as required. The authorization shall be in the form of a written power of attorney attached to the Qualification Documents Proposal.

15.4Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal.

15.5The signed Proposal shall be marked "Original". The scanned Copy shall be made from the signed original and submitted online. If there are discrepancies between the original and the scanned copies submitted online, the tender committee at ASCL shall decide the one prevails.

15.6If the envelopes and packages with the Proposal are not sealed and marked as required, the Client will assume no responsibility for the misplacement, loss, or premature opening of the Proposal.

16. Deadline for Submission of the Tenders

16.1As per KEY DATES given in tender notice.

16.2The Employer may extend the Deadline for Submission of Tenders by issuing an Amendment in accordance with Clause - 9, 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.

17. Late Tenders

17.1Envelopes „A & B“ received by the Employer after the Deadline prescribed as per KEY DATES given in tender notice will not be accepted.

F. Tender Opening and Evaluation

18. Opening of Envelope „A“ [EMD] and Envelope „B“ of all Tenders and Evaluation to determine Qualified Bidders: -

18.1The Employer shall open Envelope „A“ of all the Tenders received (except those received late), in the presence of the Bidders or their representatives who choose to attend such opening of Envelope „A“ of the Tender at 16.00 HOURS ON 28.07.2018 at the office of the Chief Executive Officer, Agra Smart City Limited. In the event of the Specified Date of Tender Opening being declared a holiday for the Employer, the Tenders will be opened at the appointed time and location on the next working day.

18.2The Bidders“ Names, the Presence or Absence of Earnest Money Deposit (Amount, Format and Validity), will be announced by the Employer at the opening. Late Submission of EMD will be rejected, unopened (wherever Applicable).

18.3Envelope „B“ [Qualification Information] only of those Bidders who have submitted all the documents prescribed in Envelope A and are found in order in all respects shall be opened for technical evaluation.

18.4The Employer shall prepare Minutes of the Tender Opening, including the information disclosed to those present in accordance with Sub Clause - 18.3 (Wherever Applicable).

18.5 Online tender of other bidders shall be kept unopened.

18.6The Employer will evaluate and determine whether each Tender (a) meets the Eligibility Criteria defined in ITT Clause - 2; (b) is accompanied by the Required Earnest Money Deposit as per stipulations in ITT Clause 10 and (c) meets the Minimum Qualification Criteria stipulated in ITT Clause – 3 (Section1). The Employer will draw out a List of Qualified Bidders and will intimate these Qualified Bidders.

19. Opening of online tender of Qualified Bidders and Evaluation.

19.1The Employer will inform all the qualified Bidders the Time, Date and Venue fixed for the opening of online tender containing the Lump sum financial offer. The Employer will open the online tender of Qualified Bidders at the Appointed Time and Date in the presence of the Bidders or their Representatives who choose to attend. In the event of the Specified Date of online Tender opening being declared a holiday for the Employer, Online Tender shall be opened at the appointed Time and Location on the next working day.

19.2The Bidders names, the Tender Prices, any discounts, and such other details as the Employer may consider appropriate, will be announced by the Employer at the time of opening.

19.3The Employer shall prepare Minutes of the Online Tender Opening, including the Information disclosed to those present in accordance with Sub Clause -19.2.

20. Process to be Confidential

20.1Information relating to the Examination, Clarification, Evaluation, and Comparison of Tenders and recommendations for the Award of a Contract will 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 to influence the Employer’s processing of Tenders or award decisions may result in the rejection of his Tender.

21. Clarification of Tenders

21.1To assist in the Examination, Evaluation and Comparison of Tenders, the Employer may, at his discretion, ask any Bidder for clarification of his Tender. The request for clarification and the response shall be in writing, but no change in the price or substance of the Tender shall be

sought, offered or permitted except as required to confirm the Correction of Arithmetic Errors discovered by the Employer in the evaluation of the Tenders in accordance with Clause -24.

21.2 Subject to Sub Clause 21.1, no Bidder shall contact the Employer on any matter relating to its Tender from the time of the Tender opening to the time the Contract is awarded. If the Bidder wishes to bring additional information to the notice of the Employer, he should do so in writing.

21.3 Any effort by the Bidder to influence the Employer in the employer's Tender Evaluation, Tender Comparison or contract award decisions may result in the rejection of the Bidders' Tender.

22. Examination of Tenders and Determination of Responsiveness

22.1 Prior to the Detailed Evaluation of Tenders, the Employer will determine whether each Tender; (a) has been properly signed; and (b) is substantially responsive to the requirements of the Tender Documents.

22.2A Substantially Responsive Tender is one which

- a) Confirms to all the conditions or criteria set in the pre-qualification criteria
- b) submission of all supporting documents indicated in Section 1,
- c) EMD, Transaction (Document Fee), Processing Fee, Pre-Contract Integrity Pact (in prescribed format) are enclosed,
- d) All forms and annexures are enclosed.
- e) Bid Capacity is achieved.
- f) Terms Conditions and Specifications of the Tender Documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the Scope, Quality or Performance of the Works; (b) which limits in any substantial way, inconsistent with the Tender Documents, the Employer's Rights or the Bidder's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other Bidders presenting substantially responsive Tenders.

22.3 If a Tender 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 or reservation.

23. Correction of Errors

23.1 Tenders determined to be substantially responsive will be checked by the Employer for any arithmetic errors.

23.2 The amount stated in the Tender will be adjusted by the Employer for the correction of errors and with the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, the Tender will be rejected, and the earnest money deposit may be forfeited in accordance with Sub-Clause 13.4 (b).

24. Evaluation and Comparison of Tenders

24.1 The Employer will evaluate and compare only the Tenders determined to be Substantially Responsive in accordance with Clause -22.

24.2 In evaluating the Tenders, the Employer will determine for each Tender the evaluated Tender Price by adjusting the Tender Price as follows:

- (a) Making any Correction for Errors pursuant to Clause - 23.

24.3 The Employer reserves the right to accept or reject any variation, deviation or alternative offer. Variations, deviations and alternative offers and other factors, which are in excess of the requirements of the Tender documents or otherwise result in unsolicited benefits for the

Employer, shall not be taken into account in Tender Evaluation.

After Evaluation of the Price Analysis, the Employer may require that the amount of the Performance Security be increased at the expense of the Successful Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the contract.

G. Award of Contract

25. Award Criteria

25.1 Subject to Clause-26, the Employer will award the Contract to the Bidder whose Tender has been determined to be substantially responsive to the Tender Documents and who has offered the Lowest Evaluated Lump Sum Tender Price, provided that such Bidder has been determined to be (a) Eligible in accordance with the Provisions of Clause - 2, and (b) Qualified in accordance with the Provisions of Clause - 3.

26. Employer's Right to accept any Tender and to reject any or AllTenders

26.1 Notwithstanding Clause - 25, the Employer reserves the right to accept or reject any Tender, and to cancel the Tender process and reject all Tenders, 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.

27. Notification of Award and Signing of Agreement

27.1 The Bidder whose Tender has been accepted will be notified in writing of the award by the Engineer-In- Charge prior to expiration of the Tender validity period. This written communication from the employer to the successful Bidder shall be termed as the "Letter of Acceptance". This Letter (hereinafter called the "Letter of Acceptance") will state the sum that the Engineer-In-Charge will pay the Bidder in consideration of the execution and completion of the Works by the Bidder as prescribed by the Contract (herein after and in the Contract called the "Contract Price").

27.2 The Notification of award will constitute the formation of the Contract.

27.3 The Agreement will incorporate all Agreements between the Engineer-In-Charge from ASCL and the successful Bidder. It will be kept ready for signature of the successful Bidder in the office of the Engineer-In- Charge within 21 days following the notification of award along with the Letter of Acceptance. Within 7 days of Receipt, the successful Bidder will sign the Agreement and deliver it to the Engineer-In- Charge, ASCL. The duration of the project will be considered from the date of issue of work order or date stipulated in the work order.

SECTION 3: QUALIFICATION INFORMATION

- 1.1. The Bidder shall meet the Pre-qualification Criteria indicated in Section 1.
- 1.2. The Bidder performance for each work completed in the last 3 years and those in hand should be certified by an officer not below the rank of Engineer-In-Charge or equivalent. Details should be furnished in **Annexure-5**.
- 1.3. The Bidder should furnish a legal document in the form of an Affidavit in the Performa appearing in **Annexure-8** guaranteeing the truth and accuracy of all statements and information furnished by the bidder as part of this Tender. The Affidavit shall also authorize ASCL to approach any authority/person to verify the accuracy of the information furnished or enquire about the Bidder competence and his Reputation in general.
- 1.4. Tender submitted by a Bidder, who has been debarred from undertaking any work or has been black-listed by any organization/agency in India as on the date of submission of this tender, shall be summarily rejected.
- 1.5. Bidder should have its own in-house electrical wing fulfilling all the terms & conditions given in the electrical sub heads or can associate any electrical contractor who fulfils the requisite criteria given in the electrical sub heads in the tender document.

Note: The Bidder is required to furnish all information in all the FORMS and their appurtenant formats included herein, (duly signed with seal) failing which the tender is liable to be rejected.

2. Agreement shall be drawn with the successful Bidder on approved Form "F". Bidder shall quote his rates as per various terms and conditions given in the General Condition of the Contract mentioned in the bid document, including the general specification and drawing.
3. The time allowed for carrying out the work is 4 (Four) months, including Rainy Season, to be reckoned from the date of written orders to commence the work.
4. Time is Essence of this contract.

FORM F - TENDER FOR A LUMP SUM CONTRACT (TO BE SUBMITTED ONLINE WITH DIGITAL SIGNATURE)

I/we hereby tender to execute the whole of the works as described in the scope of services indicated in called works:

- a) **Name of the Work :** DEVELOPMENT OF AUTOMATED SELF-CLEANING PUBLIC TOILETS AT 08 LOCATIONS IN AGRA CITY.”
- b) **Location Plan and Specifications:** The location plan and specifications as detailed in Section 7: Designs and Specifications and appearing in Annexure F.
- c) **Scope as defined in ITT clause 1 under “General”**

| | Description of the Item | Rate per unit in figure | Rate per unit in words | Total Cost in INR |
|--|--|-------------------------|------------------------|-------------------|
| | Supply, Installation, Testing and Commissioning of each unit of Automated Self-Cleaning Public Toilets. A unit consists of a) Male with Wash basin b) Male urinal block with two urinal pots plus one wash basin and c) Female toilet with wash basin plus napkin vending machine and napkin incinerator d) Transgender Toilet e) Physically Challenged person Toilet f) Civil Work - Complete with common platform including access accessories, SS railing etc. | | | |
| | | | | |
| | Total Cost in INR for Ten units | | | |
| | Grand Total in INR (Lump sum Inclusive of all taxes) | | | |

The bids will be evaluated on the basis of amount quoted against “C”: **Grand Total in INR (Lump sum Inclusive of all taxes except GST)**

Total sum of (In Figures as in ₹..... (In Words)

Rupees..... And should this tender be accepted, I/we do here by agree and bind myself/ ourselves to abide by and fulfil all the conditions of this Tender Document, in default thereof to forfeit and pay to the Chief Executive Officer, Agra Smart City Limited the penalties of sums of money mentioned in the said condition.

Dated:

Bidder's Signature

Address

Witness:

Seal

Address:

The above tender is hereby accepted by me on behalf of the Agra Smart City Limited. (Designation)

SIGNATURE OF AUTHORITY BY WHOM the TENDER IS ACCEPTED

PROVISIONAL ITEMS

The Bidder need to quote a Lump sum price for the below indicated Provisional items/works. (The rates quoted in the below table will apply only when required) This is not considered in the Bid Value or Bid Price.

Note: It is likely that ASCL may identify locations where additional number of Automated Self-Cleaning Public Toilets would need to be installed.

| Sr No | Name of Work/ Item DEVELOPMENT OF AUTOMATED SELF-CLEANING PUBLIC TOILET UNIT | Rate per unit in figure (INR) | Rate per unit in words (INR) |
|-------|--|-------------------------------|------------------------------|
| | | | |

SECTION 5: GENERAL CONDITIONS OF CONTRACT

1. **Security Deposit:** The person whose tender may be accepted (hereinafter called the Bidders which expression shall unless excluded by or repugnant to the context include his heirs executors, administrators representatives and assigns) shall permit ASCL at the time of making any payments to him for the value of work done under the contract to deduct the security deposit as under.

The **Security Deposit** the EMD and Security advance together shall not be more than 5 % of the contract value.

Performance Security:

- I) The **Security Deposit** shall be converted into performance security and released on successful completion of 5 Years of the operation and maintenance period.

The release of BG in lieu of the Performance Security as above shall be subject to the contractor furnishing a fresh BG for an amount equal to the amount to be retained by the ASCL.

2. Additional Performance Security:

If the rate quoted by the lowest Bidder (L1) considered to be unbalanced in relation to the Authority's estimated of cost of work to be performed under the contract, the Chief Executive Officer then may require giving the Bidder notice to submit detailed price/ rate analysis of major items of the work. The bidder shall submit the rate analysis within 7 days of such notice so as to demonstrate the internal consistency of these price(s)/rate(s) with his quoted price(s)/rate(s). After revaluation by tender sanctioning authority, Chief Executive Officer may require the Bidder to submit 5 % additional Security over the performance security in the form of B.G., which shall be refunded along with the Second instalment of the normal Security Deposit (After four months of completion of successful operation period of works). In the event, contractor fails to complete the work to the satisfaction of the authority or abandoned the work incomplete, the authority may forfeit this 5 % additional Performance Security Deposit along with performance security and Security deposit & the agreement shall be terminated and action shall be taken accordingly. In case if the lowest Bidder, whose rates quoted, is considered to be unbalanced, does not agree to deposit additional 5 % Security Deposit then his bid may be rejected by the sanctioning authority and earnest money shall be forfeited

3. The Bidders is /are to provide everything of every sort and kind (with the exception noted in the schedule attached) which may be necessary and requisite for the due and proper execution of the several works included in the contract according to the true intent and meaning of the drawings and specifications taken together, which are to be signed by the Engineer in Charge designated by the ASCL (herein after called the Engineer-In-Charge) and the Bidder whether the same may not be particularly described in the specifications or shown on the drawings, provided that the same are reasonably and obviously to be inferred there from and in case of any discrepancy between the drawings and the specifications the Engineer-In-Charge which shall prevail.
4. The Bidder (s) is/are to set out the whole of the works in conjunction with an officer to be deputed by the Engineer-in-charge and during the progress of the works, to amend on the requisition of the Engineer-in-charge any errors which may arise therein and provide all the necessary labours, and materials for so doing. The Bidder(s) is/are to provide all plant, labour and materials (with the exceptions noted in the schedule attached) which may be necessary and requisite for the works. All the materials and workmanship are to be the best of their respective kinds. The Bidder(s) is/are to leave the works in all aspects clean and perfect at the completion thereof.
5. The Bidder must extensively coordinate with ASCL and its consultants during design and

construction stage.

6. The bidder shall be responsible for any damage caused to existing infrastructure/buildings etc. Upon request from ASCL or by himself shall restore the damaged works at his own cost to the satisfaction of the ASCL
7. The Engineer-in-charge is to have at all times access to the works which are to be entirely under his control. He may require the Bidder(s) to dismiss any person in the Bidder (s) employ upon the works that may be incompetent or misconduct him and the Bidder (s) is/are forthwith to comply with such requirements.
8. The Bidder (s) cannot vary or deviate from the drawings or specifications or execute any extra work of any kind whatsoever unless upon the authority of Engineer-in-charge to be sufficiently shown by any order in writing by any plan or drawings expressly given and signed by him as extra or variation or by any subsequent written approval signed by him. In cases of daily labour all vouchers for the same are to be delivered to the Engineer-in-charge or the officers-in-charge at least during the week following that in which the workmen have been engaged and only such day work is to be allowed for as such as may have been authorized by the Engineer-in-charge to be so done unless the work cannot from its character be properly measured and valued.
9. Excavation: The contractor has to stack the excavated material at a location designated by the PMC Engineer (ASCL official). The location will be within the site premises. The contractor shall spread the back fill material at places indicated by the PMC Engineer at his own cost. In case the contractor is instructed to spread the material outside the site premises, ASCL shall pay extra for the transportation as per the prevailing SOR rates.
10. The contractor should submit the supply and installation plan and have it approved by ASCL.
11. The Contractor shall have approvals from ASCL prior to the commencement of the tasks/activities.
12. All works indicated in the scope of Services of this tender (Backfilling, shuttering, Concreting, steel work, etc) Quality, Testing, Sampling, shall be done in accordance with BIS and specifications.
13. Contractor shall submit mock samples and product literature of all material (Payment Modules/Material used in building Toilets etc) & have it approved by ASCL before procuring the materials.
14. The Contractor has to strictly adhere to the instructions provided by the ASCL officials from time to time. The contractor shall rectify bad workmanship works within the stipulated time provided by the PMC Engineer. The PMC Engineer has the right to dismantle the works which according to him is not complying with the drawings and standards. The Contractor upon receiving such instruction shall either rectify the defect or dismantle the structure at his own cost.
15. The PMC Engineer has the right to reject the concrete that according to him is not complying the standards and specifications. The contractor upon receiving such instruction with no time shall stop concreting and discard the concrete at his own cost.
16. In case the contractor does not obey the instructions of the PMC Engineer; the PMC Engineer has the authority to get the work/dismantling rectified by other contractors/workers. The cost of such work on actual basis will be deducted from the contractor's bill.
17. All work materials brought and left upon the ground by the Bidder(s) or his/their orders for the purpose of forming part of the works are to be considered to be the property of the ASCL and the same are not to be removed or taken away by the Bidder's or any other person without the special license and consent in writing of the Engineer-in-charge but the ASCL is not to be in any way answerable for any loss or damage which may happen to or in respect of any such work or

materials either by the same being lost or stolen or injured by weather or otherwise.

18. The PMC Engineer has full power to require the removal from the premises of all materials which, in his opinion, are not in accordance with the specification and in case of default, the PMC Engineer is to be at liberty to employ other persons to remove the same without being answerable or accountable for any loss or damage that may happen or arise to such materials. The Engineer-in-charge is also to have full power to substitute other improper materials to be substituted and in case of default, the Engineer-in-charge may cause the same to be supplied and all costs which may arise due to such removal and substitution are to be borne by the Bidder (s).
19. If in the opinion of the PMC Engineer any of the works, are executed with improper/Inferior materials or defective workmanship, the Bidder(s) is/are, when required by the Engineer-in-charge forthwith to re-execute the same and to substitute proper materials and workmanship and in case of default of the Bidder(s) in so doing within a week the Engineer-in-charge is to have full power to employ other persons/agency to re-execute the work and the cost thereof shall be borne by the Bidder(s).
20. Any Defects, shrinkage or other faults which may appear within the Performance period arising out of defective or improper materials or workmanship or due to any other reason are, upon the direction of the PMC Engineer, to be amended and made good by the Bidder at his / their own cost unless the PMC Engineer decides that he/they ought to be paid for the same and in case of default the PMC Engineer may recover from the Bidder (s) the cost of making good the works as per prevailing norms and specifications.
21. From the Commencement of the work to the completion of the same, the site and the works thereupon are to be under the Bidder(s) charge. The Bidder (s) is/are to be held responsible for and to make good all injuries, damages and repairs occasioned or rendered necessary to the same by fire or other causes and they are to hold the ASCL harmless from any claims for injuries to persons or for structural damage to property happening from any neglect, default, want of proper care or misconduct on the part of the Bidder(s) or of any one in his/their employment during the execution of the works.
22. The Engineer in charge is to have full power to send workmen upon the premises to execute fittings and other works not included in the Contract for whose operation Bidder (s) is/are to afford every reasonable facility during ordinary working hours, provided that such operation shall be carried on in such manner as not to impede the progress of the work included in the contract but the Bidder(s) is/are not to be held responsible for any damage which may happen to or be occasioned by any such fittings or other works.
23. The works are to be commenced immediately upon receipt of order of commencement given in writing by the PMC Engineer. The whole work, including all such addition and variations as aforesaid (but excluding such, if any, as may have been postponed by an order from the Engineer-in charge) shall be completed in every respect within 4 (four) months including rainy season from the reckoned date. The work shall throughout the stipulated period of contract be proceeded with all due diligence, keeping in view that time is the essence of the contract.
24. In any case in which under any clause or this contract the Bidder shall have renders himself liable to pay compensation amounting to the whole of the security deposit (whether paid in one sum or deducted by installments) or committed a breach of any terms in Fair Wages or in the case of delays beyond three months or in case of abandonment of the work owing to the serious illness or death of the Bidder or any other cause, Engineer-In-Charge on behalf of the ASCL shall have power to adopt anyone of the following courses, as he may deem best suited to the interest of the Board.
 - (a) The rescind of contract, (of which recession notice in writing to the Bidder under the hand of the Engineer- In-Charge shall be conclusive evidence) and in which case the security deposit of the

Bidder shall stand forfeited and be absolutely at the disposal of the Board.

- (b) To employ labour paid by the ASCL or by employing ASCL machinery and to supply materials to carry out work, or any part of the work, debiting the Bidder with the cost of the labour or hire charge of ASCL machinery and the price of the materials (of the amount of which cost and price, a certificate of the Engineer in charge shall be final and conclusive against the Bidder) and crediting him with the value of the work done, in all respects in the same manner and the same rates as it had been carried out by the Bidder under the terms of this contract or the cost of the labour and the price of the materials as certified by the PMC Engineer whichever is less the certificate of the PMC Engineer as to the value of the work done shall be final and conclusive against the Bidder. This does not qualify the Bidder to any refund if the work is carried out at lower rates than the rates quoted by the Bidder. Saving, if any, will go to the Board.
 - (c) To measure up the work of Bidder and to take such part thereof as shall be unexecuted out of his hands and to give it to another Bidder to complete in which case any expenses which may be incurred in excess of the sum which would have been paid to the original Bidder if the whole work had been executed by him (of the amount of which excess certificate in writing or the PMC Engineer shall be final and conclusive) shall be borne and paid by the original Bidder and may be deducted from any money due to him by ASCL under the contract or otherwise or from his security deposit or the proceeds of sale thereof or a sufficient part thereof. The same provision of recovery of the difference amount will apply in case of failure in compliance on part of the Bidder to execute the work or part of the work as per work and time schedule. PMC Engineer will have the right to decide as to which work or which part of work / item is to be put in fresh tender in case of failure in execution as the part of the Bidder.
 - (d) In the event of any of the above courses being adopted by the PMC Engineer, the Bidder shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any agreement or made advances on account of or with a view to the execution of the work or the performance of the contract. And in case the contract shall be rescind under the provisions aforesaid, the Bidder shall not be entitled to recover or to be paid any sum for any work thereof actually performed under this contract, unless and until the Engineer-In- Charge will have certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified. .
25. For Delay in completion of work by the Bidder, the PMC Engineer have full power to recover penalty in following manners:-
26. For Delay Period the Penalty will be calculated Per Week at 1/16 Percent of Agreement Amount. Total Penalty limited maximum to 5% of Agreement Amount. Engineer in charge will be fully responsible for recovery of Penalty.
27. If the Bidder shall desire an extension of time for completion of work on the ground of his having been "UNAVOIDABLY" such as Natural Calamities, Land Dispute, Delay in Approval of Layout, Environmental Clearance, Building Permission from local bodies hindered in its execution or on any other ground, he must apply giving all and complete details of each of such hindrances or other causes in writing, to the Engineer in charge positively within 15 (Fifteen) days of occurrence of such hindrance(s) and seek extension of time. If in the opinion of Engineer-in-charge, such reasonable grounds are shown, the PMC Engineer shall himself grant extension of time, only if the extension of time sought by the Bidder is for one month or 10% (ten percent) of the stipulated period of completion, whichever is more. If the extension of time sought is more than the above-mentioned period, then the Engineer-in-charge shall refer the case to the Chief PMC Engineer/Technical Advisor (TA) ASCL with his recommendation and only after his decision in this regard, the Engineer-in-charge shall sanction extension of such time as decided by the Chief Engineer/TA.

Once the Chief Engineer/TA has decided the case of extension of time with reference to the

particular application of the Bidder, it will not be competent for them to review/change such a decision later on. However, the Engineer-in-charge and the Chief Engineer/TA shall give the Bidder an opportunity to be heard (orally and or in writing), before taking any final decision either of granting extension of time or permitting the Bidder to complete the work by the delayed date or before refusing both. Provided further where the Engineer-in-charge has recommended grant of extension of particular time of the contract or has refused to recommend extension of time but has recommended permitting the Bidder for delayed completion, the Bidder shall continue with the work till the final decision by Chief Engineer/TA. Once the Chief Engineer / PMC Engineer has heard (oral and or in writing) the Bidder on this subject matter of extension of time and if Chief Engineer / PMC Engineer fails to communicate his decision within a period of 30 (Thirty) days of such hearing, it shall be deemed that the Bidder has been granted extension of time for the period as applied by him.

28. Compensation Events for consideration of extension of time without penalty: - There shall be no compensation events.
29. Action when the work is left incomplete abandoned or delayed beyond the time limit permitted by the Chief Engineer / PMC Engineer.
- (i) The Engineer in charge may terminate the contract if the Bidder causes a fundamental breach of the contract.
- (ii) Fundamental breach of contract shall include, but not be limited to, the following: -
- a) The Bidder stops work for four weeks, when no stoppage of work is shown on the current programme or the stoppage has not been authorized as by the PMC Engineer.
- b) If serious rectification of bad / poor quality work is not done by the Bidder within 15 days from 1st notice issued to him by Engineer in charge might attract termination of the agreement and whole performance guarantee will be forfeited.
- c) If the Bidder fails to appoint the technical staff and if appointed do not function properly for 4 weeks even after due written notice by the Engineer in charge.
- d) If he violates labour laws.
- e) Any other deficiency which goes to the root of the contract Performance
- (iii) If the contract is terminated, the Bidder shall stop work immediately, make the site safe and secure and leave the site as soon as reasonably possible.
- (iv) The PMC Engineer shall cause recording and checking of measurements of all items of work done (taking in to account quality and quantity of items actually executed) and prepare the final bill after adjusting all previous outstanding dues. Such recording of measurements shall be done after due notice regarding time and date of recording measurement and directing the Bidder to either remain present himself or his authorized representative so as to satisfy himself that the recording of measurement is just and proper. Failure on his parts either to attend and or refusing to acknowledge the measurement so recorded in the department measurement book, shall be at his sole risk and responsibility.
30. The Bidder(s) shall be paid as per the payment schedule.
31. A certificate of the Engineer in charge or an award of the referee hereinafter referred to as

the case may be, showing the final balance due or payable for the Bidder(s) is to be conclusive evidence of the works / having been duly completed and that the Bidder(s) is/are entitled to receive payment of the final balance but without prejudice to the liability of the Bidder(s) under provisions of clause.

32. ARBITRATION CLAUSE:

Except as otherwise provided in this contract all question and dispute relating to the meaning of the specification, designs, drawings and instruction herein before mentioned as to thing whatsoever in any way arising out of or relating to the contract designs, drawings, specification, estimate, concerning the works, or the execution or failure to execute the same, whether arising during the progress of the work, or a after the abandonment there of shall be referred to the ASCL for his/her decision, within a period of 30 (thirty) days of such an occurrence (s). There upon the ASCL shall give his written instructions and/or decisions, after hearing the contractor and Engineer in Charge within a period of 15 (fifteen) days of such request. This period can be extended by mutual consent of parties. Upon receipt of written instructions or decisions, of ASCL the parties shall promptly proceed without delay to comply such instructions or decisions. If the ASCL fails to give his instruction or decisions in writing within a period of 15 (fifteen) days or mutually agreed time after being requested and/or, if the party (es) is/are aggrieved against the decision of ASCL, the aggrieved party may within 30 days prefer an appeal to the Chief Executive Officer -ASCL, who shall afford an opportunity to the parties of being heard and to offer evidence in support of his appeal. The, Chief Executive Officer, will give his decision within 30 (thirty) days, or such, mutually agreed period. If any party is not satisfied with the decision of the Chief Executive Officer, he can file a petition for resolving the dispute through arbitration in the arbitration tribunal. A reference to Arbitration Tribunal shall be no ground for not continuing the work on the part of the Contractor. Payment as per original terms and condition of the agreement shall be continued by the Engineer in Charge.

33. If at any time before or after the commencement of the work, PMC Engineer shall for any reason whatsoever: -

- (a) Cause alterations, omissions or variations in the drawings and specifications involving any curtailment of works as originally contemplated; or
- (b) Not requiring the whole of the work as specified in the tender to be carried out, The Bidder(s) shall have no claim to any payment or compensation whatsoever on account of any profit or advantage which he/they might have derived from the execution of the work in full as specified in the tender but which he/they did not derive in consequence of the curtailment of the works by reasons of alterations, omissions or variations or in consequence of the full amount of the work not having been carried out. But the Bidder(s) shall be entitled to compensation for any loss sustained by him/them by reason of his/their having purchased or procured any materials or entered in to any engagements or made any advance to labour or taken any other preliminary or incidental measures on account of or with a view to the execution of the works or the performance of the contract.

34. Death or permanent invalidity of Bidder: - if the Bidder is an individual or a proprietary concern or a partnership concern, dies during the currency of the contract or becomes permanently incapacitated, and where the surviving partners are only minors, the contract shall be closed without levying any damages/ compensation as provided in the contract agreement. However, if competent authority is satisfied about the competence of the surviving Partner[s], then the competent authority Engineer in charge shall enter into a fresh agreement for the

remaining work strictly on the same terms and condition under which the contract was awarded.

35. The ASCL shall have the right to cause Audit and Technical Examination of the work and the final bills of the Bidder including all supporting voucher, abstract, etc. to be made as per payment of the final bill and if as a result of such Audit and Technical Examination the sum is found to have been overpaid in respect of any work done by the Bidder under contract or not to have been executed, the Bidder shall be liable for refund of the amount of over payment and it shall be lawful for the ASCL to recover the same from the security deposit of the Bidder or from any other dues payable to the Bidder. If it is found that the Bidder was paid lesser than what was due to him under the contract the amount of such under payment shall be duly paid by the ASCL, to the Bidder. In the case of any audit examination and recovery consequent on the same, the Bidder shall be given an opportunity to explain his case and the decision of the Chief Executive Officer- ASCL shall be final. In the case of Technical Audit, consequent on which there is a recovery from the Bidder no recovery should be made without orders of the Chief Executive Officer- ASCL whose decision shall be final. All action(s) under this clause should be initiated and intimated to the Bidder within a period of Twelve months from the date of completion.
36. In case any item/work is not executed as per the drawings, designs, estimates and /or specifications (as per the agreement executed) the same shall be deducted and recovered from the Bidder at prevailing market rates or at par with ASCL in force whichever is less at the time of execution. No compensation shall be paid for any change in quantities occurring due to site and / or requirements of design.
37. ASCL reserves the right to accept or reject any Tenders or all tender 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 ASCL action.
38. All Drawings & Designs submitted by Bidder should be environmental and disabled friendly.
39. All soft and hard copies of the Drawings & Designs submitted by Bidders shall be property of ASCL & ASCL has all power to choose & adopt any drawings/designs submitted by all Bidders.
40. The authority competent to accept a tender reserves the right of accepting the tender for the whole work or for distinct part of it or of distributing the work between one or more Bidders.
41. Subletting of works: - The contract may be rescinded and security deposit forfeited, for subletting the work beyond permissible limits as mentioned below or if Bidder becomes insolvent: -

The contract shall not be assigned or sublet without prior sanction of the authority who has accepted the tender and if the written Bidder assigns or sublets his contract, for more than permissible limits as mentioned below or attempts to do so, or becomes insolvent or commences any insolvency proceedings or makes any composition with his creditors, or attempts to do so or if any gratuity, gift, loan, perquisite, reward of any advantage pecuniary or otherwise, shall either directly or indirectly be given, promised or offered by the Bidder, or any of his servants or agents or to any public officer or person in the employ of ASCL in any way relating to his office or employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Chief Executive Officer may, there upon by notice in writing, rescind the contract, and the Earnest Money & Security Deposit of the Bidder shall there upon stand forfeited and be absolutely at the disposal of PMC Engineer ASCL and the same consequences shall ensure as if the contract had been rescinded thereof and in addition, the Bidder shall not be entitled to recover or be paid for any work thereto for actually performed under the contract. Any such assignment/subletting within the limit of 25% by the authority who has accepted the tenders OR 50 % by the next higher authority accepting the tender as the case may be shall not diminish or dilute the liability/ responsibility of the Bidder. If the Bidder gets item / items of work executed on a task rate basis with / without materials, this

shall not amount to subletting of the contract. Any subcontracted work, done in Haryana state with prior approval of competent authority, such sub-Bidder will also get the credit for work towards his experience.

42. Taxes, Royalty etc.:

[a] Taxes: The rate quoted by the Bidder shall be exclusive of G.S.T. but inclusive of the other taxes such as duties, royalties, cess, toll, taxes of Central and State Governments, local bodies and authorities that the Bidder will have to pay for the performance of this Contract. The ASCL will perform such duties in regard to the deduction of such taxes at source as per applicable law. Any payment claimed by the Bidder due to any change[s] in the existing tax structure shall not be entertained by the ASCL.

[b] Royalty on Minor Minerals: The Bidder shall pay all quarries, Royalty charges etc. If the Bidder fails to produce the royalty clearance certificate from concerned department then the Executive PMC Engineer shall deduct the royalty charges from his bills and keep in deposit head, which shall be refunded to the Bidder on production of royalty clearance certificate from the concerned department. If he fails to produce the royalty clearance certificate within 30 days of submission of final bill, then royalty charges which were kept under deposit head by the Executive Engineer shall be deposited to the concerned department and his final bill payment shall be released.

In all cases where change[s] in the royalty rates of minor minerals are notified by the state government after the date of submission of financial offer by the bidder/ Bidder the same shall be not reimbursed.

[c] Income tax at the rate of 2% or such other percentage as may be fixed by income tax department from time to time from any sum payable to the Bidder shall, at the time of credit of such sum or at the time of payment to the Bidder by cash, cheque or draft or any other mode, shall be deducted at the source from the running, final or any type of payment for this contract as per section 194 of income tax Act. 1961.

[d] Commercial tax - Deleted

[e] Labour Welfare Tax at the rate of 1% or such other percentage as may be fixed by Labour department Government of Haryana from time to time from any sum payable to the Bidder shall, at the time of credit of such sum or at the time of payment to the Bidder by cash / cheque or draft or any other mode, shall be deducted at the source from the running, final or any type of payment for this contract as per Labour Act.

43. It is open to the Bidder, as the case may be; to make an application to the Income Tax officer concerned and obtain from him a certificate authorizing the payer to deduct tax at such lower rate or deduct no tax as may be appropriate to his case. Such certificate will be valid for the period specified therein unless it is cancelled by the income Tax Officer earlier.

44. Model Rules for water supply, Sanitation in Labour Camps: The Bidder will be bound to follow the Haryana model rules relating to layout of water supply and sanitation in labour camps (Vide Annexure-A).

45. Fair wages to Labourers: The Bidder shall pay not less than minimum wages as described in the Labour Acts & Laws to labourers engaged by him on the work. (Copy of rules enclosed vide Annexure-B).

46. Right to take up work departmentally or to award on contract: The Chief Executive Officer, ASCL reserves the right to take up departmental work or to award works on contract in the vicinity without prejudice to the terms of contract.

47. Issue of Materials by the Department: No Materials shall be supplied by the ASCL. So far as

supply of cement and steel (TMT Bars) and other materials is concerned these or to be arranged by the Bidder himself at his own cost and the conditions given in the Annexure-E shall prevail.

48. The Bidder shall execute the work as per detailed specifications as incorporated in the tender document and in accordance with the approved drawings and special conditions incorporated in the tender documents.
49. Removal of unsuitable or undesirable employees of Bidder: The Bidder shall, on receipt or the requisition form the Engineer-in-charge at once remove any person employed by him on the work who in the opinion of Engineer- in-charge is unsuitable or undesirable.
50. Recovery of Amount by ASCL from Bidder: Any amount due to ASCL from the Bidder on any account, concerning work may be recovered from him as arrear of land revenue and/or from payment due to him in any of the Govt. / Semi Government Department.
51. Transport of materials is Bidder responsibility: The Bidder shall make his own arrangement for transport of all materials. ASCL is not bound to arrange for priorities for getting wagons or any other materials though all possible assistance by way of recommendation will be given, if it is found necessary in the opinion of the PMC Engineer. If the efforts of the Engineer-in charge prove in effective, the Bidder shall have no claim for any compensation on this account.
52. Arrangement of Tools and Plants: The Bidder shall arrange at his own cost tools and plants required for proper execution of work.
53. Increase or Decrease of work specified within lump sum: The competent authority reserves the right to increase or decrease any work specified within lump sum during the currency of the contract and Bidder will be bound to comply with the order of the competent authority.
54. Execution of work according to time schedule: The work shall be done by the Bidder according to the time schedule fixed by the PMC Engineer, ASCL.
55. Canvassing or support or acceptance of tender: Canvassing or support in any form for the acceptance of any tender is strictly prohibited. Any Bidder doing so will render him liable to penalties which may include removal of his name from the register of approved Bidders.
56. List of persons employed by Bidder: Bidder shall not be permitted to tender for works in the ASCL who's near relative is posted as Assistant Engineer or above capacity. A list showing the names of the persons who are working with the Bidder and are near relatives to any officer in the ASCL should also be appended to the tender. The Bidder should also intimate to the PMC Engineer the names of subsequently employed persons who are near relatives of any officer in ASCL. Any breach of this condition by the Bidder would render him liable to be removed from the bidding process.
57. **Validity of Offer:** Tenders shall remain open up to 180 days from the prescribed date of opening of tenders. However, In the event of the Bidder withdrawing the offer before the aforesaid dates for any reason whatsoever, Earnest money deposited with the tender shall be forfeited.

In the event of Bidder withdrawing his/her offer before the expiry of the period of validity of offer or failing to execute the contract agreement he/she not be entitled to tender for this work in the case of recall of tenders in addition to forfeiture of his/her earnest money as may be applicable for the work. If the Bidder has committed a similar default on an earlier occasion as well, his/her registration in the department may be suspended temporarily for a period of 6 months from such date as may be ordered by the authority which had registered him/her.

58. **Bank Commission Charges:** Bank commission charges in all payments by demand drafts outside the State will not be borne by the ASCL but by the Bidder himself.
59. **Force Majeure:** Should failure in performance of any part of this contract arise from war,

insurrection, restraint imposed by ASCL, act of Legislature or other authority, stoppage of hindrance in the supply of raw materials, or fuel, explosion, accident, strike, riot, lockout, or other disorganization, of labour or transport, breakdown of machine, flood, fire act of God, or any inevitable or unforeseen event beyond human control directly or indirectly interfering with the supply of stores or from any cause which may be a reasonable ground for an extension of time, the competent authority will allow such additional time as he considers to be justified in the circumstances of the case. No compensation will be payable to the Bidder for any loss incurred by him due to these reasons.

60. Each Bidder shall supply the name, residence and place of business of the person or persons submitting the tender and shall be signed by the Bidder with his usual signature. When tender is submitted by partnerships the full names of all partners shall be furnished. An attested copy of the constitution of the firm and the registration number of the firm shall be furnished. In such a case, the tender must be signed separately by each partner thereof or in the event of the absence of any partner it must signed on his behalf by a person holding a power of attorney authorizing him to do so. Tenders by a company /corporation shall be signed with the legal name of the company/corporation followed by the name of the state of incorporation and by signature and by designation of the president, secretary or other persons authorized to bind it in the matter.

61. Technical Knowledge and staff:

[a] The tender shall be submitted with an Information that the Bidder has successfully carried out similar works of this nature and has adequate organization, machinery and experienced personnel to handle jobs of this type and magnitude.

62. A brief description of similar works previously executed by Bidder: After the tender has been opened any Bidder may be required to submit detailed particulars of such works along with manner of their execution and any other information that will satisfy the officer receiving the tender that the Bidder has adequate organization, Including experienced personnel to execute vigorously the work to be carried out as per these specifications.

(a) The Bidder shall employ adequate Construction Managers, Graduate Engineers & Diploma Engineers as Technical Staff during the execution of the work.

(b) The Technical Staff should be available at site and take instructions from the Engineer-in-Charge or other supervisory staff including PMC.

(c) In case the Bidder fails to employ the technical staff as aforesaid, the Engineer-In-Charge shall have the right to take suitable remedial measures.

(d) The Bidder shall give the names and other details of the graduate engineer / diploma engineer to whom he intends to employ or who is under employment with him, at the time of agreement and also give his curriculum vita.

(e) The Bidder shall give a certificate to the effect that the graduate engineer / diploma engineer is exclusively in his employment.

(f) A Retired Assistant Engineer who is holding a diploma may be treated at par with a Graduate Engineer for the operation of the above clause.

Note: - Such Degree or Diploma engineer must always be available on works site on day to day basis and actively supervise, instruct and guide the Bidder's works force and also receive instruction from the Departmental Engineers / Sub engineers. In case the Bidder fails to employ the required technical staff or fails to employ technical staff / personnel as submitted by the Bidder in Prequalification documents and or the technical staff/personnel so employed are

generally not available on work site and or do not receive or comply the instructions of the Departmental Engineers, the Engineer-In-Charge shall recover / deduct from his bills as directed by the Engineer – In charge.

63. The tender documents have to be completed and submitted with all the documents required in the tender notice. Following is the summary of the documents required to be submitted with the completed tender form.

[a] Name, residence and place of business etc.

[b] Details of contracts already held by the Bidder.

[c] Attested copy of the constitution of firm and power of attorney.

[d] A declaration that there has been no conviction imprisonment for an offence involving moral turpitude.

[e] Declaration and description.

64. **Registration with Labor Department:** As per rule 1976 rule-21 (Form-4) or applicable laws, the successful Bidder shall submit the Labor registration Certificate after issuing the work order and prior to the Commencement of work.

65. **Insurance:** The bidder shall have a suitable insurance to cover all the risks that are likely to occur from the scope of services indicated in this project. The insurance shall cover ASCL, ASCL's Project Management Consultant staff, Users etc. Risks may include but are not limited to a) accidents b) Mal function of equipment/or machines c) casualties d) Safety e) Theft etc.

66. **Indemnify:** The bidder shall indemnify the ASCL and its Project Management Consultant staff on all accounts from all aspects while performing the scope of services of this project.

SECTION 6: SPECIAL CONDITIONS OF CONTRACT

- 6.1 **General:** The special conditions are supplementary instructions to the tenders and shall form part of the contract.
- 6.2 **Drawing:** All Drawings/Layout plans given in Section 7 are for reference or guidance purpose only. The Bidder will submit the detailed drawings of the toilets within 15 days from date of issuing work order. The same shall be reviewed and approved by PMC Engineer of ASCL or through other agency approved by ASCL. This 15 days period is included in stipulated time for construction & no payment should be made by ASCL to the construction.
- 6.3 **Data to be furnished by the Bidder:** The Bidder shall submit the following information to the PMC Engineer.
- 6.4 Proposed constructions Program and time schedule showing sequence of operations within **15 days** of receipt of notice to proceed with the work in pursuance of the conditions of contract.
- 6.5 **Action when the progress of any crucial item of work is unsatisfactory:** If the progress of a crucial item of work, which is important for timely completion of work is unsatisfactory, the Engineer-in-charge shall not withstanding that the general progress of work is satisfactory, after giving the Bidder **15 days**^a notice in writing get the said work executed by employing other means including other labour / Bidder etc. and the Bidder will have no claim for compensation for any loss sustained by him owing to such action.
- 6.6 **In case the operation or maintenance of the Toilets are found unsatisfactorily by the Engineer in charge, shall either request the bidder to rectify the defect immediately or at his discretion may have it done by others (vendor or contractor) and deduct the money incurred in such works from the bidders fee.**
- 6.7 **Inspection and Tests:** Except as otherwise provided in here of all material and workmanship if not otherwise designated by the specifications shall be subject to inspection, examination and test by the Engineer-in-Charge at any and all times during manufacture and/or construction and at any/all places where such manufacture or constructions are carried on. The Engineer-in charge shall have the right to reject defective materials and workmanship or require its corrections. Rejected workmanship shall be satisfactorily replaced with the proper material without charge thereof and the Bidder shall properly segregate and remove the rejected material from the premises. If the Bidder fails to proceed at once with the replacement of the rejected material and/or the construction of defective workmanship the Engineer-in charge may replace such material and/or correct such workmanship and charge the cost thereof to the Bidder.
- The Bidder shall be liable for replacement of defective work up to the time of completion of DLP in accordance with the conditions of contract of all work to be done under the contract. The Bidder shall furnish promptly without additional charge all facilities, labour and material necessary for the safe and convenient inspection and tests that may be required by the Engineer-in-Charge. All inspections and tests by the departments shall be performed in such a manner as to not unnecessarily delay the work. Special full size and performance test shall be charged with any additional cost of inspection when materials and workmanship are not kept ready by the Bidder at the time of inspection.
- 6.8 **Removal of temporary work, Plant & Surplus materials:** Prior to final acceptance of the completed work, but excepting as otherwise expressly directed or permitted in writing, the Bidder shall, at his own expenses remove from the site and dispose of all the temporary structures including buildings, all plant and surplus materials, and all rubbish and debris for which he is responsible to the satisfaction of PMC Engineer.
- 6.9 **Possession prior to completion:** The PMC Engineer shall have the right to take possession of or use any completed part of the work. Such possession or use shall not be deemed as an acceptance of any work not completed in accordance with the contract.
- 6.10 **Damage to works:** The works whether fully completed or incomplete, all the materials,

machinery, plants, tools, temporary building and other things connected there with shall remain at the risk and in the sole charge of the Bidder until the completed work has been delivered to the Engineer-in- Charge and till completion certificate has been obtained from the Engineer in-charge. Until such delivery of the completed work, the Bidder shall at his own cost take all precautions reasonably to keep all the aforesaid works, materials, machinery, plants, temporary buildings and other things connected there with free from any loss, damages and in the event of the same or any part there of being lost or damaged, he shall forthwith reinstate and make good such loss or damages at his own cost.

6.11 **Examination and tests on completions:** On the completion of the work and not later than three months thereafter, the Engineer-in-charge shall make such examination and tests of the work as may then seem to him to be possible, necessary or desirable, and the Bidder shall furnish free of cost any materials and labour which may be necessary thereof and shall facilitate in every way all operations required by the PMC Engineer, in making examination and tests.

6.12 **Climatic Conditions:** The Engineer-in-Charge may order the Bidder to suspend any work that may be subject to damage by climatic conditions and no claims of the Bidder will be entertained by the department on this account.

6.13 As per the Ministry of Environment and Forest Guidelines 2010 and Ministry of Urban Development notifications, the Site area shall be protected from dust by fixing Green Fencing around the Construction site area.

The Contractor is instructed to strictly adhere to the following at his own cost.

- a) Supply and Fixing Green barriers and wind breaking walls around their sites.
- b) Cover tarpaulin on scaffolding around area of construction,
- c) Do not store construction material, particularly sand, on any part of the street, roads in any colony,
- d) Dust emissions from construction site are controlled.
- e) Sprinklers should be compulsorily used at the site and Wet jets in grinding and stone cutting must be used.

6.14 **Safety regulations:** While carrying out this work, the Bidder will ensure compliance of all safety regulations as provided in the Safety Code (Annexure - D). The bidder will be responsible for safety of the works.

6.15 **The Bidder will make his own arrangement:** for supply of Water, Light & Power for his works and labour camps etc.: The Bidder will make his own arrangement for supply of water, light and power for his works and labour camps etc. The department will not entertain any claim what so ever for any failure or break down etc. in supply of electricity to the Bidder. The Bidder will supply and fix his own tested meter of the approved make but the meter will be kept in the custody of the department.

6.16 **ASCL shall supply the conventional power source for operation of the Toilets.** The bidder is required to make his own arrangements for procuring the water required for operation and Maintenance of the toilet and fill the overhead tank at regular intervals without causing inconvenience to the users.

6.17 **Interference with other Bidders:** The Bidder must not interfere with other Bidders who may be employed simultaneously or otherwise by the department at the Site. He will at no time engage departmental labour or that of other Bidders without the written permission of the Engineer-in-Charge. **Bidder is fully responsible for cause of damages of the adjoining works of different works at site and the same cost of rectification of damages shall be recovered from the Bidder as per Engineer In-charge instructions.**

6.18 **Regulations and bye laws:** The Bidder shall conform to the regulations, bye-laws any other statutory rules made by any local authorities or by the Government and shall protect and indemnify ASCL, against any claim or liability arising from or based on the violation of any such laws, safety, theft, ordinance, regulation, orders, decrees etc.

6.19 **Site Order Book:** A site order book shall be kept in the departmental office at the site of the

work. As far as possible all orders regarding the works are to be entered in this book. All entries therein shall be signed by the departmental officers in direct charge of the work and the Bidder or his representatives. In the important cases the CEO or TA/ GM/ASCL will countersign the entries which shall except with the written permission of the TA and the Bidders or his representative shall be bound to take note of all instructions meant for the Bidder as entered in the site order book without having to be called for separately to note them. The Engineer-in-charge shall submit periodically copies of the remarks of the site order book to the CEO, ASCL for record and to the Bidder for compliance and report.

6.20 Conversion of units: Whenever in the contract agreement dimensions and units have been expressed in

F.P.S. system, the same will be converted in to metric system units by applying the standard conversion table of Indian Standard Institution so as to derive the corresponding figure arithmetically and the Bidder will have to accept the figures so derived without any claim or compensation whatsoever.

6.21 Rights of other Bidders and persons: If, during the progress of the work covered by this contract, it is necessary for other Bidders or persons to do work in or about the site of work, the Bidder shall afford such facilities, as the Engineer-in-charge may require.

6.22 Employment of technical persons: The Bidder shall employ or produce evidence of having in his employment a qualified technical person not below the rank of a Graduate Engineer from an Institution recognized by the Government of U.P / Govt. of Other State / Govt. of India.

6.23 ADVANCES TO BIDDERS:

No Advance either Mobilization or Secured amount will be paid to the bidder.

6.24 Escalation: No escalation whatsoever shall be paid.

6.25 Scope of Lump sum cost: The lump sum contract shall comprise of the Supply, Installation, Testing, Commissioning, Operation and Maintenance of the works for 5 years including provision of all labour, materials, constructional plants, transport and all works of a temporary or permanent nature required for such works as indicated above in so far as is necessary for providing the same and is specified in the contract.

6.26 Open foundations: Deleted

6.27 Ground water level variation: It is liable to vary. No claim due to variation of low water level shall be entertained.

PAYMENT SCHEDULE

6.28 Schedule of running payment: Schedule of Running Payment may be based on the following break-up of the lump-sum price subject to the stipulations of conditions of contract.

| | Deliverable | Payment as % of Price quoted in INR |
|--|---|---|
| | Delivery of all Toilets at site | |
| | Installation of Toilets as per drawings and specification and approval by PMC Engineer / Consultant | 60 % cost quoted for supply and installation |
| | Testing and Commissioning of Toilets to the satisfaction of the PMC Engineer/ Consultant | 40 % cost quoted for supply and installation |
| | Return of security deposit and Performance security | Security Deposit 5 % released after operation and maintenance period of five years. |

Notes: [For 6.28]

1. The payments as indicated above are for complete works.
2. The Engineer in Charge may provide Advance payments to the contractor. However, the Advance payments shall be in proportion to the works executed and in no case shall it be more than the percentage stipulated for each phase in the payment schedule. The PMC Engineer shall estimate the work done as per the milestones provided in the payment schedule and decide upon the proportion of executed works.
3. The milestones indicated above are for payment purpose and may therefore not indicate all items that have to be executed as part of the works under this tender. The payments for all such items, even though not explicitly mentioned above, shall therefore be deemed to have been included in the schedule mentioned above and no separate or additional payments whatsoever shall be made.
4. The PMC Engineer shall verify the sum of all Advance payments made to the contractors and deduct the excess amount if paid over the stipulated percentage for milestones as provided in the payment schedule.
5. The PMC Engineer, ASCL may require the Bidder to extend the validity period of the Bank Guarantee(s) for such period which he considers it proper and the Bidder shall extend the validity period of such Bank Guarantee accordingly, if the Bidder fails to extend the period accordingly, the Engineer-In- Charge, ASCL may en cash the B.G. before the expiry of the validity period.
6. The Bidder shall carryout all necessary rectifications of defects noticed, caused due to any reasons at his own cost within such reasonable period as mentioned in such communication notice from the PMC Engineer, ASCL to him.
7. Failure of Bidder to rectify the defects properly in the given period shall be open for the PMC Engineer, ASCL to get the defect(s) rectified either departmentally or through other agency (Without calling any tender / Quotation) and recover the actual cost plus 15 % (Fifteen per cent) of such cost from the Bidder from any sum, in any form available with the department.
8. If the Bidder or his work people shall break, deface, injure or destroy any part of building in which they may be working or any building road curbs, fences, enclosures, water pipes, cable\s, drains, electric or telephone posts or wires, trees, grassland cultivated ground continuous to the premises

on which the work or any part of it is being executed or if any damage shall happen to the work while in progress from any cause whatever, or any imperfections become apparent in it within three months(Six month in the case of road works) after a certificate final or otherwise or its completion shall have been given by the PMC Engineer as aforesaid the Bidder shall make good the same at his own expense or in default the PMC Engineer may cause the same to be made good by other work men and deduct the expense of which certificate of the PMC Engineer shall be final) from any sum that may be then or at any time thereafter, may become, due to the Bidder or from his security deposits, or the proceeds of sale thereof or of a sufficient portion thereof. The Bidder hereby also covenants that it shall be his responsibility to see that the Toilets constructed under this contract do/ does not leak during the rainy seasons period of DLP after its completion and if any defects are pointed out to him by the Engineer-In-Charge during the said period the same shall be removed by him own expenses or in default the PMC Engineer. The Bidder needs to provide 10 years warrantee period from water proofing.

9. Running payment shall be made as per detailed schedule of payments. The detailed schedule shall as be prepared within the broad break up of schedule of running payment as indicate above.
10. Proportional part payment may be made for incomplete items of work. These part payments shall be at the sole discretion of the PMC Engineer of the Project.
11. No provision shall be allowed for in the detailed schedule of payment for arranging materials like Stainless steel, Coin Collection Box or any other item.
12. The Bidder/Bidder shall give in advance authority letters(s) in favour of the PMC Engineer of the Project authorizing him to get all Banks" Fixed deposit security, Bank Guarantees (either normal security deposit and or for performance security) to get these Bank Receipts and Guarantee deeds verified and confirmed from the concerned Bank. It will be only after getting such confirmation that the PMC Engineer of the Project shall pay any amount accordingly or refund the equal amount for which BG submitted has been duly verified and confirmed.
13. The Bidder shall not remove minor mineral from borrow areas/ Quarries without prior payment of Royalty charges.
14. Extra work and rebate: Extra /Rebate work arising out of this contract shall be valued at prevailing market rate. The rate for such items shall be worked out by the Bidder in consultation with the PMC Engineer and approved by the Chief Executive Officer, ASCL. Such approval of rate[s] must invariably be obtained before taking-up of execution of such item[s] of work. This approved rate shall be final and binding on the Bidder.
15. **This is a lump-sum contract where time is of utmost importance. No claims of any sort with regard to escalation shall be admissible and therefore no payment what so ever in this regard shall be made.**

Project Management Consultancy:

OBJECTIVE The objective of this Consultancy (the "Objective") is to assist the ASCL in implementation of the Project till the successful completion and handing over of all works to the ASCL and comprehensively supervise the works and activities carried out by the Bidder(s) as "Engineer "s Representative" under the respective contract(s) in a manner that would ensure:

- a. Total compliance of technical specifications and various other requirements contained in the respective contracts by the Bidder(s);
- b. High standards of quality assurance system in the Consultancy as well as the works and activities of the Bidder(s);

- c. Comprehensive and documented reporting to the ASCL of Consultant's own activities, progress of the Project(s) and compliances/ non-compliances by the Bidder(s);
- e. Proper verification of measurements and bills submitted by the Bidder(s) so that payments made by the ASCL against these bills truly reflect the actual work done at site complying with the requirements of the respective contract(s);
- f. proper interface and coordination among the ASCL, Bidder(s), other Bidders/ Bidders and local bodies/ state government; and
- g. Full documentation of the completed works including applications for various approvals.

The objectives of the PMC is not limited to the above, CEO of ASCL have discretion implement other objectives or the completion of the project.

**SECTION 7:
DESIGNS AND SPECIFICATIONS**

This section has to be read along with the information provided in Scope of Tender in ITT Section2

7.1 Drawings & Design:

ASCL will provide the following Drawings & these drawings are enclosed in NIT: -

- 1) Location Plan of Automated Self-Cleaning Public Toilets on Google Maps
- 2) Detailed drawings of Automated Self-Cleaning Public Toilets including the location of nearest Manhole to be prepared by bidder including civil work platform and roofing and shop drawing to be approved from ASCL before commencement of work.

Location includes

| Sr No | No. of Seats to be Installed | | | | Urinals | Type of Toilet | Location |
|-------|------------------------------|--------|-------------|------------------------------|---------|--|--|
| | Male | Female | Transgender | Physically challenged person | | | |
| 1 | 4 | 4 | 1 | 1 | 2 | Automated Self-Cleaning Public Toilets | JALKAL LAND. |
| 2 | 1 | 2 | | 1 | | Automated Self-Cleaning Public Toilets | NEAR POLICE CHOWKI BESIDE JP PLACE. |
| 3 | 4 | 4 | 1 | 1 | 2 | Automated Self-Cleaning Public Toilets | 100 FT ROAD NEAR ADA PARK. |
| 4 | 2 | 2 | | | | Automated Self-Cleaning Public Toilets | TRIDENT MODE |
| 5 | 2 | 3 | 1 | 1 | | Automated Self-Cleaning Public Toilets | STREET VENDING ZONE AT BASAI MANDI ADJACENT VISHAL MEGA MART. |

| | | | | | | | |
|---|---|---|---|---|---|--|---|
| 6 | 1 | 2 | | 1 | | Automated Self-Cleaning Public Toilets | STREET VENDING ZONE NEAR AMAR HOTEL |
| 7 | 4 | 4 | 1 | 1 | 2 | Automated Self-Cleaning Public Toilets | TAJ WEST GATE NEAR TAJ RESTAURANT |
| 8 | 4 | 4 | 1 | 1 | 2 | Automated Self-Cleaning Public Toilets | TOWARDS DANDUPURA VILLAGE NEAR SHILPGRAM |

GOVERNING DESIGN PARAMETERS FOR DESIGNS

All designs shall confirm to the various standards & codes as under:

1. Guidelines for the Design of Flexible Pavement –(IRC:37 -2012)
2. Geometric Design Standards for Urban roads in Plains (IRC:86-1983)
3. Guidelines on Accommodation of Utility Services on Roads in Urban Area (IRC:98-2011)
4. Ministry of Shipping, Road , Transport & Highways: Specification for Road and Bridge works
5. Space Standard for Roads in Urban Areas (IRC:69-1977)
6. Guidelines on Road Drainage (IRC SP 42:2014)
7. Recommended Practice for the Construction of Earth Embankments for Road Works (IRC: 36-2010).
8. Guidelines for the Design of At-Grade Intersections in Rural and Urban Area (IRC SP-41:1994)
9. CPHEEO-Manual on Sewerage and Sewage Treatment
10. Guidelines on Urban Drainage (IRC: SP: 50-1999)
11. Guidelines on Road Drainage (IRC Special Publication 42)
12. The SuDS Manual, CIRIA C753, London, 2015, version 5, errata 2016
13. Indian Electricity Rules, 1956
14. Bureau of Indian Standards
15. Standard for Telecommunications Pathways and Spaces.
16. Plain and Reinforce Concrete: Code of Practice IS: 456-2008
17. Code of Practice for Design Loads IS 875-1987 PART-1, 2 & 3
18. Design Aids for Reinforced Concrete SP-16
19. Handbook on Concrete Reinforcement and Detailing SP-34
20. PWD Schedule of Rates for Building Works
21. PWD Schedule of Rates for Road Works
22. Public Health Engineering Department: Schedule of Rates

The above list is indicative. Other codes/standards may also be required to be adopted. In such

cases, the same shall be adopted upon approved from the Authority (the ASCL)

In the absence of an Indian Code/Standard, following International Codes may be referred to:

1. British Standards(BS-EN)
2. Malaysian Codes and Standards
3. American Codes and Standards
4. Australian and New Zealand Codes and Standards

4.2 Design Code of Practice, Specifications: The Codes of practice and specification which are adopted in the departmental design will be as follows:

4.2.1 Materials of construction of proposed Toilets shall be governed by the relevant Indian Standards Codes of Practice.

4.2.2 The design procedure permissible stresses in material and other relevant stipulations shall be governed by the codes of practice published by BIS and other relevant IS codes.

4.2.3 New Codes of Practice and amendments issued by the Bureau of Indian standards till the date of tender will also be automatically applicable for the work, similarly amendments and revisions. Specifications made up to the date of tender shall also be applicable.

4.3 Model Rules relating to labour, Water Supply & Sanitation in Labour Camps are given in ANNEXURE - A.

SCOPE OF WORK & GENERAL SPECIFICATIONS

- 1. Brief Description of Work:** DEVELOPMENT OF AUTOMATED SELF-CLEANING PUBLIC TOILETS AT 08 LOCATIONS IN AGRA CITY. Automated Self-Cleaning Public Toilets Blocks as per detailed specifications given here under complete job on turn -key basis at different locations in Agra city, Uttar Pradesh Each unit in toilet block shall be installed with Coin and E-card operation by users for user fee.
- 2. Detailed Scope of Work and Specifications:** Automated Self-Cleaning Public Toilets shall be modular type, pre-fabricated public toilet with toilet seats made of stainless steel and is integrated with user -friendly electronic interfaces, to ensure cleanliness and hygiene to every user. Unmanned and automated, Automated Self-Cleaning Public Toilets have remote monitoring capabilities and its health status can be tracked over web. These toilets incorporate full -cycle approach in sustainable sanitation by integrating electrical, mechanical and web-mobile technologies. The control entry, usage, cleaning, and remote monitoring capabilities with multiple revenue options.

Functional Requirement: Automated Self-Cleaning Public Toilets has to be placed on a basic civil construction base with at least 300 mm above the Finished Road Level or as indicated by the PMC Engineer. The unit shall be Indian type or European type as indicated by the PMC Engineer. The toilets shall have health faucet, lights, Exhaust fans, status display & instruction boards, etc.

Rectangular Water tank of 400 liter capacity will be erected on top of the toilet unit. The tank will be connected to the three flushes (pre-flush/platform washing/ after use flush) in the unit. All the sides of the water tank shall have provision for placing advertisement which shall be a source of revenue generation for the ASCL. The water tank shall be made up of PVC

enclosed with powder coated MS Sheet/CRS of Gauge 16.

Flooring: The Platform floor shall be finished with granite stone.

Railing: SS railing with display boards of MS/CRS gauge 16 shall be provided around the platform.

Display Light: There will be display light outside the toilet unit, which shows whether the unit is „Occupied“ indicating with Red light or „Unoccupied“ indicating with Green light.

Toilet Lights: Toilets light shall have **LED Lights with sensors for detection.**

Platform Lighting: Sufficient illumination shall be provided by the bidder covering the entire toilet platform. The backup facility provided by the bidder should be adequate to provide continuous illumination on the platform also.

Access Control: Toilet cabin must be designed to accept coin and as well as smart card swiping too. The control system must have all integrated programming to run the smart card payment and compatible with such all payment devices. The mother board with micro controller must have minimum input and output ports to run entire toilet functional and in fully automatic operation. The system should be aided with voice message to help out to consumer and also for better service.

The user can enter by inserting coin/E-card (both machines shall be installed) in case of pay-per-use Automated Self-Cleaning Public Toilets or press the switch for free access Automated Self-Cleaning Public Toilets and close the door manually, similar to a conventional toilet.

Access: Suitable size of ramp shall be provided at the entrance either in concrete.

Coin Acceptor should be programmable and acceptance of variety of coins as per Indian currency. Also furnished with proper signage and guideline.

Automatic: Flushing: Upon entering the toilet, indoor lights shall be switched on automatically. Pre-flush system shall wet the closet initially. Toilet flush can be activated even by using a manual flush cock provided inside the toilet. Even if the user forgets to flush after usage, the system shall automatically flush after the exit. Exit from the unit is to be completely manual.

Intervention: The Automated Self-Cleaning Public Toilets shall be manually cleaned at least once in a week or whenever deemed necessary as per the situation.

Women Toilets shall have a napkin vending unit and Napkin incinerator

Safety: The bidder may assign one person per ten toilets to continuously monitor the units for safety and vandalism. All units shall have Panic Button which shall alert the people surrounding the toilet through honking; and by means of internet or GSM or GPS or other means alert O & M firm, Command Centre and police to attend the call immediately.

Automation: Automatic toilet floor cleaning mechanism is also required through which, the floor shall be cleaned automatically. The floor cleaning can be activated either through a push switch or it can be programmed to function after a specified usage. The e-Toilet system shall have integrated all electronic technologies for its smooth operations and it should not provide any complex electronic interface for the common man. The electronic systems are purely utilized for effective management of the e-Toilets.

Connected Infrastructure: Toilets shall be connected over a GPRS network, which ensure real-time monitoring of the usage and health status of the e-Toilets and shall be viewed and managed over a web interface for ensuring minimal downtime and standardized operations and maintenance. All units shall have Panic Button which shall alert the people surrounding the toilet through honking; and by means of internet or GSM or GPS or other means alert O & M firm, Command Centre and police to attend the call within half hour.

Water Facility: The contractor has to make his own arrangement for getting the connection of water supply for the e-toilet. The water tank on the e-toilet needs to be filled from the nearby municipal water connection with measuring devise (water meter). All necessary accessories for the connection cost and water supply cost are to be borne by the contractor. Incase nearby municipal pipeline does not have 24 hours supply/ sufficient water

pressure, the bidder shall hire a water tanker for providing sufficient water required for the toilets. The Contractor during O & M shall fill this tank through water tankers.

Sewage Connections: The Contractor has to provide bio-digester.

Electricity Connection: The contractor has to make his own arrangement for getting the power connection for the e-toilet from the nearby power supply line with all necessary accessories along with the connection. All such costs shall be borne by the Bidder. The source location will be provided by the ASCL. The electrical power and control system must be designed and tested as per best practices and Indian Standards and ensured for reliable operation taking care of all environmental factors. The system must be water proof, shock proof and conforming to IP 55 standard.

The bidder shall provide a power back up facility of at least 2 hrs. in case of power failure in the toilets.

Insurance: The bidder shall have the insurance for the following during the O & M period.

- Standard Fire and Special Perils Policy (Material Damage): 1. Fire, 2. Lightning, 3. Explosion/Implosion, 4. Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Flood and Inundation, 5. Earthquake, Bush Fire.
- Burglary and Housebreaking: This section covers against loss or damage by Burglary House breaking (ie. theft following upon actual forcible & violent entry of or exit from the Premises).

Warranty: Systems supplied shall have warrantee for satisfactory performance of users, for a period of 60 Months from the date of commissioning. The warranty shall cover technical support, spare replacement, web support and insurance etc.

General Features and General Specifications of Electronically operated Toilet

A general arrangement required is enclosed for guidance of bidders. No destination from the GAD shall be acceptable. The specifications shall be as follows:

| | Features | Required Specifications | Make |
|--|---|--|---|
| | Toilet Structure | <p>The internal dimensions of the electronic toilet (male and Female). The inner side of the walls and roof shall be made of SS grade 304 of minimum Gauge 16 (1.29mm).</p> <p>The inner and outer walls of the door shall be of SS grade 304 of minimum Gauge 16 (1.29mm).</p> <p>The thickness of wall, roof and door shall be minimum 40 mm and filled with insulation material like GLASSWOOL / ROCKWOOL / PUF</p> | <p>JINDAL, SAIL, TATA.</p> <p>Rockwool make - TUFFINSUL Lamella (Fire Retardant as per IS 8183 of density – 120 kg/m3) / PUF of Density 36kg/m3, cast in situ, using high pressure injection system PUF system from DOW / AMRITCHEM</p> |
| | Toilet Floors, Closet, Urinals and wash basins in all toilets and urinals | <ul style="list-style-type: none"> • Toilet floor, wash basins, Urinals for Men and closets (male and female) are to be of Stainless Steel grade 304, gauge 16. • Minimum size of closet and urinal pot shall be 460 mm and wash basin shall be 300 mm. | <ul style="list-style-type: none"> • JINDAL, SAIL, TATA. |
| | Water Tank | <ul style="list-style-type: none"> • Built in Rectangular water tank shall be of PVC with minimum 400 Liter capacity with High and Low water level with sensors fixed for ensuring water availability. The sensors shall in turn timely alert the operator/ASCL/Command Center about the levels so that the water tank can be filled in timely manner without any inconvenience to the customer/user. | <ul style="list-style-type: none"> • Syntex/Supreme/Shik ar or any Equivalent from a branded & ISO marked company. |
| | Access control using | <ul style="list-style-type: none"> • Coin and E-Cards validator for entering the unit, based on Automatic Payment Collection mechanism. Exit from the unit should be manual by push button system. | <p>Make: – Wage, Emaar or Equivalent</p> |
| | Flushing | <p>Automatic flushing system which includes</p> <ul style="list-style-type: none"> • Automatic Pre-flush cleaning before use • Automatic closet washing mechanism after use and • Automatic Platform cleaning mechanism programmed after specific number of users. In addition to this flush switch is to be provided for manual operation. | |
| | Accessories | <p>Standard features should include Health faucet, Exhaust fan, Toilet paper holder, dustbins and Cloth hanger. Water taps, Napkin vending machine and napkin incinerator etc.</p> | |
| | Alerts to the users | <p>Different indicators on 'Ready to use', Busy are to be provided in the unit. Panic button in case of emergency.</p> | |

| | | |
|---------------------------------|--|--|
| Web enable support | GPRS based Real time data to be provided from the unit (through web & mobile) to control room for knowing the health status like water level low, number of users per day and coin collected etc | |
| Model | Modular and Portable design enabling easy assembling and installation at site. If Required shifted to another location, in exceptional cases of road widening, area development etc. with less reduction of investment cost. | |
| Display LED Indication | Status Display in LED, printed instruction board in two languages is to be provided (Hindi and English). | |
| LED Lighting inside the Toilets | Minimum of 200 lux. | Philips/Wipro/Syska or any ISO certified Local Haryana Manufacturer. |
| Advertisement Display | Provisions for Advertisement display to be provided on the exterior of the unit, water tank and curtain wall for Hiding the toilet block and used for Advertising purpose and income generation and sustainability | |
| Voice Guidance | Voice Guidance, Hooter or Alarm in the unit in case of pro-longed used. | |
| Power | Suitable battery storage to be provided for operations in case of power failure up to 2 hours. | |
| Redressal Mechanism | Call Centre and Web portal facilities for registering complaints and tracking. | |
| Base of the unit | To be placed on a suitable concrete structure / with aesthetic finish having finished granite floor and S.S.railing all around as shown in the drawings enclosed. | |
| Water Supply Connection | Service connection is to done as per the Standards. | |
| Sewage connection | Service connection is to done as per the standards. | |
| Units to be provided | Block costing one toilet for male, one for female and 2 urinal pots (As per Section 7.1) with all accessories/ Wash basin with taps etc., Napkin vending machines, napkin incinerator, Toilet paper holders, dustbins etc. | |
| Roof | Roof shall be insulated PUF sandwich panels with Gvelieam sheet on top or GRP molded roof with insulation to prevent temperature extremities. Full roofing is needed for toilet complex to provide rain-guard for waiting users. | |

Operation and Maintenance: O & M charges include all expenditures and expenses required to be incurred on labor, repair and / or replacement of material, equipment, consumable items detergents, disinfections, filling water in the tanks/ power (source will be provided by ASCL) and all other matters and things of what so ever nature essential and desirable to run the system satisfactorily with inclusive of water/ power charges which shall be paid by the contractor.

The Toilets shall be manually cleaned both inside and outside at least once in a week or even earlier if deemed necessary as per the situation. The bidder shall ensure that the toilets are clean all times and do not cause any inconvenience to the customer. The bidder may assign one person per ten toilets to continuously monitor the units for safety and vandalism.

Defect Liability: If any manufacturing defects / Poor workmanship are found during the Defect Liability Period (DLP), then the contractor shall be liable for repair/ replacement of the same at his own cost

SECTION 8: ANNEXURES

PART A: Annexure A to M

ANNEXURE- "A"

MODEL RULES RELATING TO LABOUR, WATER SUPPLY AND SANITATION IN LABOUR CAMPS

Note: These model rules are intended primarily for labour camps which are not of a permanent nature. They lay down the minimum desirable standard which should be adhered to Standards in Permanent or semi-permanent labour camps should not obviously be lower than those for temporary camps.

1. **Location:** The camp should be located in elevated and well drained ground in the locality.
2. **Labour:** Huts are to be constructed for one family of 05 persons each. The layout is to be shown in the prescribed sketch.
3. **Hut line:** The huts to be built of local materials. Each hut should provide at least **20 Sqm.** of living space.
4. **Sanitary facilities:** There shall be provision of latrines and urinals at least **15 M** away from the nearest quarter separately, for men and women specially so marked.
5. **Latrines:** Pit provided at the rate of 10 users or three families per set. Separate Urinals as required as the privy can also be used for this purpose.
6. **Drinking water:** Adequate arrangement shall be made for the supply of drinking water. If practicable, filtered and chlorinated supply shall be arranged. Where supply is from intermittent sources, an overhead covered storage tank shall be provided with a capacity of five litres per person per day. Where the supply is to be made from a well it shall conform to the sanitary standards laid down in the report of the Rural Sanitation Committee. The well should be at least 30 meters away from any latrine or other sources of pollution. If possible a hand pump should be installed for drawing the water from well. The well should be effectively disinfected once every month and quality of water should be got tested at Public Health institution between each work of disinfection. Washing and bathing should be strictly prohibited at places where water supply is from a river. The daily supply must be disinfected. In the storage reservoir and given at least 3 minutes contact with the disinfectant before it is drawn for use.
7. **Bathing and Washing:** Separate bathing and washing place shall be provided for men and women for every **25 persons** in the camp. There shall be a gap and space of **2 Sqm.** for washing and bathing. Proper drainage for waste water should be provided.
8. **Waste disposal:** Dustbins shall be provided at suitably place in camp and the residents shall be directed to throw all rubbish into these dustbins. The dustbins shall be provided with covers. The contents shall be removed every day and disposed of by trenching or through Municipal solid waste disposal system, if the same exists.
9. **Medical facilities.**
 - a) Every camp where **1000 or more persons** reside shall be provided with full time doctor and dispensary. If there are women in the camp a full time nurse shall be employed.
 - b) Every camp where less than 1000 but more than 250 persons reside shall be provided with dispensary and a part time nurse/midwife shall also be employed.
 - c) If there are less than 250 persons in any camp a first aid kit shall be maintained by the in-charge of the whole time persons. All medical facilities mentioned above shall be for all residents in the camp, including a dependent of the workers, if any, free of cost. **Sanitary Staff:** For each labour camp there should be qualified sanitary Inspector & Sweepers should be provided in the following scale:
 - For Camps with strength over 200 One Sweeper for every 75 persons but not exceeding 500 persons above the first 200 for which three sweepers should be provided.
 - For camps with strength over 500 One sweeper for every 100 persons above the first 500 for which six Sweepers should be provided.

ANNEXURE – “B” BIDDER’S LABOUR REGULATIONS.

The Bidder shall pay not less than fair wage to Labourers engaged by him in the work.

Explanation:

- a) “Fair Wages” means wages whether for time or piece work as notified at the time of inviting tenders for the works and where such wages have not been so notified the wages prescribed by the Labour Department for the division in which the work is done.
- b) The Bidder shall, notwithstanding the provisions of any contract to the contrary, cause to be paid a fair wage to labourers indirectly engaged on the work including any labour engaged by his sub- Bidders in connection with the said work as if labourers had been immediately employed by him.
- c) In respect of all labour directly or indirectly employed on the works on the performance of his contract, the Bidder shall comply with their cause to be complied with the labour act in force.
- d) The Chief Executive Officer/Executive Engineer shall have the right to reduce from the money due to the Bidder any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfilment of the conditions of the contract for the benefit of the workers, non-payment of wages or the deductions made from his or their wages, which are not justified by the terms of the contract or non-observance of regulations.
- e) The Bidder shall be primarily liable for all payments to be made under and for the observance of the regulations aforesaid without prejudice to his right to claim indemnity from his sub-Bidders.
- f) The regulations aforesaid shall be deemed to be a part of this contract and any breach thereof shall be deemed to be breach of this contract.
- g) The Bidder shall obtain a valid license under the contract (Regulations and Abolition) Act in force and rules made there under by the competent authority from time to time before commencement of work and continue to have a valid license until the completion of the work. Any failure to fulfil this requirement shall attract the penal provisions of this contract arising out of the resulted non-execution of the work assigned to the Bidder.

ANNEXURE „C“

FORM OF CERTIFICATE OF INCOME TAX TO BE SUBMITTED BY BIDDER TENDERING FOR WORKS COSTING ₹ 2.00 LAKHS OR MORE.

1. Name and Title (of the company/firm (HUF) or individual) in which the applicant is assessed to Income Tax and Address for the purpose of assessment.
2. The Income tax Circle /Ward /District in which the applicant is assessed to income tax.
3. Following particulars concerning the last Income tax assessment made. a) Reference No. (or GIR No.) of the assessment
b) Assessment year and accounting year. c) Amount of total income assessed.
d) Amount of tax assessed IT, ST, EPT, and BPT
e) Amount of tax paid IT, ST, EPT, and B.P.T.
f) Balance being tax not yet paid and reasons for such arrears.
g) Whether any attachment or certificate proceedings pending in respect of the arrears.
h) Whether the company or firm or HUF on which the assessment was made has been or is being liquidized wound up, dissolved, partitioned or being declared insolvent, as the case may be.
i) The position about latter assessment namely whether returns submitted under Section 22(1) or (2) of the Income Tax Act, and whether tax paid under, "Section 18A of the Act and the amount of tax so paid or in arrears.
4. In case there has been no Income tax assessment at all in the past, whether returns submitted under section 21(1) or (2) and 18-A(3) and if so, the amount of Income Tax returned or tax paid and the Income Tax Circle/ Ward/District concerned.
5. The Name and address of branch (es) verified the Particulars set out above and found correct subject to the following remarks.

Dated:

Signature of I.T.I.

Annexure C-I:

(Irrevocable Bank Guarantee Bond) (GUARANTEE BOND)

(In lieu of performance Security Deposit) (To be used by approved Scheduled bank)

1. In consideration of the Chief Executive Officer (CEO), Agra Smart City Limited, Agra (here in after called the CEO Agra having office at Agra agreed to exempt M/s. (Bidders Firm name) having its registered office(write the official address of the Bidder) (Herein after called the Bidder (s) from the demand under the terms and conditions of an agreement datedmade between, for the work (Name of Work) (Here in after called the said Agreement) of Performance Security deposit for the due fulfilment by the said Bidder (s) of the terms and conditions contained in the said agreements on production of a **Bank Guarantee** for ₹.....(Rupees.....Only).

We..... (herein after referred to as " the bank (at the request of the said Bidder (s) do here by undertake to pay the ASCL, an amount not exceeding ₹..... against any loss or damage caused to or would be caused to or suffered by the Agra Smart City Limited , by reasons of any breach by the said Bidder (s) of the terms or conditions contained in the said agreement.

2. We (Banks Name) do here by undertake to pay the amount due and payable under this guarantee without any demur merely on demand from the Chief Executive Officer- ASCL stating the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the ASCL, Agra by reason of breach by the said Bidder (s) of any of the terms or conditions contained in the said agreements or by reasons of the Bidder (s) failure to perform the said agreement, Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee, However our liability under this Guarantee shall be restricted to an amount not exceeding.....

3. We undertake to pay to the ASCL, Agra any money so demanded notwithstanding any dispute or disputes raised by the Bidder (s) in any suit or proceedings pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Bidder (s) shall have no claim against us for making such payments.

4. We (Bank Name) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the **performance** of said agreement and that it shall continue to be enforceable till all the dues of the ASCL under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till the Chief Executive Officer, ASCL. Certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said Bidder (s) and terms and conditions of the said agreement have been fully and properly carried out by the said Bidder (s) and accordingly discharged this guarantee, unless a demand to claim under this Guarantee is made on us in writing on or before the (here indicate a date which will be the end of Defect Liability Period)..... We shall be discharged from all liability under the guarantee.

5. We (.) further agree with the Chief Executive Officer that the ASCL

shall have the fullest liberty without our consent and without affecting in any manner our obligation here under to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Bidder (s) from time to time or to postpone for any time or for time to time any of the powers exercisable by the Chief Executive Officer / TA/GM against the said Bidder (s) and to for bear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reasons of any such variations or extension being granted to the said Bidder (s) or for barnacle, act or Chief Executive Officer on the part of the ASCL. Or any indulgence by the ASCL to the said Bidder (s) or by any such matter or thing what so ever which under the law relating to sureties would but for this provision have effect of so relieving us.

- 6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Bidder.
- 7. We (Bank Name).....lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Chief Executive Officer in writing:-

Dated the..... Day of..... for

().....

(.) Indicate the Name of the Bank.....

Annexure C-II

To,

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

Dear Sir,

We enclose Demand Draft / Bank Guarantee/Cash Certificate other similar instrument no.

..... for

..... in favour of Designation of the Officer concerned in lieu of
deposits required from for the due fulfilment by him/them of the terms of
Bidder dated..... for during the period commencing from there of if
any.

Yours faithfully,

For and on behalf.

ANNEXURE –D SEAFY CODE SECIFICATIONS

- (i) Suitable scaffold should be provided for workman for all works that cannot safely be done from the grounds or from solid construction except such short period work as can be done safely from ladder is used on extra labour shall be engaged for holding the ladder for carrying materials as well suitable foot holes and hand holds shall be provided on the ladder and the ladder shall be given an inclination not steeper than $\frac{1}{4}$ to $\frac{1}{4}$ Horizontal and 1 vertical).
 - (ii) Scaffolding or staging more than 12 M above, the ground floor swung or suspended from an overhead support or erected with stationer/support shall have a guard rail property attached, bolted, braced or otherwise secured at least 1 meter high above the floor platforms of such scaffolding or staging and extending along the entire length of the outside the ends thereof with only such opening as may be necessary for the delivery of the materials. Such scaffolding or staging shall be fastened as to prevent it from swaying from the building of structure.
 - (iii) Working platform gangways and stairway should be so constructed that they should not away unduly or unequally and if the height of the platform of the Gangway or the stairway is more than 3.54 meters above ground level and or floor level they should be closely bearded, should have adequate width and should be suitably fenced as described (ii) above.
 - (iv) Working platform be provided with suitable means to prevent the falling of persons or materials by providing suitable fencing or railing whose minimum height shall be 1 meter.
 - (v) Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable ladder shall be over 9 meters in length while the width between side rails in ring ladder shall be in no case be less than 0.3 meters from ladder up to and including 3-meter length. For longer ladders this width should be increased at least 2 cm. For each additional meter of length. Uniform step spacing shall not exceed 0.3 M adequate precaution shall be taken to prevent danger form electrical equipment. No material on any of the work site shall be so stacked or placed as to cause danger or inconvenience to any person or the public. The Bidder shall also provide all necessary fencing and lights to protect the public from accident and shall be bound to bear the expenses of defence of every suit action or other precautions of law that may be brought by any person for injury sustained owing to neglect of the above and to pay any damages and costs which may be awarded in any such suit action or proceeding to any such person or which may with consent of the Bidder be paid to compromise by any such person.
1. Excavation and Trenching: All trenches 1.2 meter or more in depth, shall at all times be supplied with at least one ladder for each 30 Meter in length or fraction thereof. Ladder shall be extended from bottom of the trench to at least 1 meter above the surface of the ground. The side of trenches which are 1.5 meter or more in depth shall be stepped back to give suitable slopes or securely held by timber bracing so as to avoid the danger of sides to collapse the excavated materials shall not be placed within 1.5 meter of the edge of the trench or half of the depth of the trench whichever is more. Cutting shall be done from top to bottom. Under no circumstances undermining or under cutting shall be done.

2. Demolition: Before any demolition work is commenced and also during the process of the works.
 - (a) All roads and open area adjacent to the work site shall either be closed or suitably protected.
 - (b) No electric cable or apparatus which is liable to be a source of danger over a cable or apparatus used by the operator shall remain electrically charged.
 - (c) All precautionary steps shall be taken to prevent danger to persons employed from risk of fire or explosion of flooring. No floor roof or other part of the building shall be so overloaded with debris of materials as to render it unsafe.

3. Painting: All necessary personal safety equipment as considered adequate by the Engineer-in-charge should be kept available for the use of person employed on the site and maintained in a condition suitable for immediate use and the Bidder should take adequate steps to ensure proper use of equipment by those concerned.
 - a) Workers employed on mixing asphaltic materials cement lime mortars shall be provided with protective footwear and protective goggles.
 - b) Stone brackets shall be provided with protective goggles and protective clothing, and seated at sufficiently safe intervals.
 - c) Those engaged in welding works shall be provided with welder's protect.
 - d) When workers are employed in sewers and manholes which are in use, the Bidders shall ensure that the manhole covers are open and are ventilated at least for an hour before the work shall be coronet off with suitable railing and provided with warning signals or boards to prevent accident to the public.
 - e) The Bidder shall not employ men below the age of 19 and women on the work of painting with products containing lead in any form whenever men above the age of 18 are employed on the work of lead painting the following precautions should be taken.
 - f) No paint containing lead or lead shall be used except in the form of paste or readymade paint.
 - i) Suitable face masks should be supplied for use by the workers when paint applied in the form of spray or a surface having lead paint dry rubble and scrapped.
 - ii) Overhauled shall be supplied by the Bidder to the workman and adequate facilities shall be provided to enable the working painters to wash during the cessations of work.
 - Drawing: When the work is done near any place where there is risk a drawing of all necessary equipment should be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision should be made for prompt first aid treatment for all injuries likely to be sustained during the course of the work.

4. Every crane driver or hosing equipment operator shall be properly qualified and should not have any personal disorder. Such person must be of a minimum age of 21 years.
 - a) In case of every hoisting machine and every chain ring lowering or as means of suspensions. The safe working load shall be ascertained by adequate means. Every hoisting machine and gear referred to above shall be plainly marked with the safe working load. In case of hoisting machine having a variable safe working load of the conditions under which it is applicable shall be clearly indicated. No part of any machine or of any gear referred to above in this paragraph shall be loaded beyond the safe working load except for load purpose of testing.
 - b) In case of departmental machine the safe working and load shall be notified by the Electrical Engineer-in-charge. As regarded Bidder's machine the Bidder shall notify the safe working load of the machine to the Engineer-in-charge, whenever he brings any machinery to site of work and get verified by the Electrical Engineer concerned.
 - c) Motors, gearing transmission, Electric wiring and other dangerous part of the hoisting appliance should be provided with efficient safe guards and with such means as well reduce adequate precautions should be taken to reduce to the minimum the risk of any part of a

suspended load be coming accidentally displaced When workers employed on Electrical installations which are already unregistered insulating mats wearing apparel such as gloves sleeves and boots as may be necessary should be provided the workers should not wear rings, watches and carry keys, or other materials which are good conductors of electricity.

5. All scaffolds, ladders and their safety device mentioned or described herein shall be maintained in safe condition and no scaffold ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities shall be provided at or near places of work.
6. These safety provisions should be brought to the notice of all concerned by display on a Notice Board at prominent places at the work spot. The persons responsible for compliance of the safety code shall be named therein by the Bidder.
7. To ensure effective endorsement of the rules and regulations relating to safety precautions the arrangement made by the Bidder shall be open to inspection by the Labour Officer, Engineer-in-charge, or the Department or their representatives.
8. Notwithstanding the above clause (1) to (9) there is nothing in these three except the Bidders to exclude the operations of any other act or rule in force in the Republic of India.

ANNEXURE-F GENERAL SPECIFICATION

1. The successful Bidder shall carry out the architectural and structural, electrical, PHE design and get the same approved from the Authority (ASCL the Design must confirm to all relevant codes & requisite specifications on earth quake resistant design for Seismic Zone IV.

All norms of IS/NBC shall be fully complied with. Before commencing construction work the successful bidder shall submit the duly approved designs, drawings and specifications to the Authority. The Authority shall study all such submissions and either approve the same or provide its suggestions or comments on the submissions. The successful bidder shall duly incorporate all such suggestions or comments, and if required by the Authority, and make fresh submissions to the Authority for approval. In no case shall any work be commenced by the successful bidder before obtaining all necessary approvals from the Authority.

All designs must fully take into account conditions/terms stipulated in Section 2: Instruction to Bidders, Or any other conditions mentioned elsewhere in the Tender document.

2. It is to be noted that all toilets are located in the ABD area of the proposed smart city and as such is prone to many challenges from the residents and users. The bidder shall cooperate with the ASCL in resolving the challenges.
3. The infrastructure Network of the Toilets shall be designed such that the toilets are connected with the existing network without causing any damages to the existing network and the entire system functions normally.

4. Foundation & Structure:

- a. Foundation: The foundations for toilets shall be designed as per relevant IS codes

General Specifications:

LIST OF APPROVED MANUFACTURERS/MAKES (Electrical):-

All material should be ISI mark / ISO 9000 accredited company or manufactured by Public sector/Govt. Owned Companies or of the firms of repute. However Govt. / Public Sector makes are preferred makes. It is necessary to mention make of equipment Bidder intends to use. If Bidder does not mention make, the Owner would be free to mention the make of his choice. All material shall conform to HSPDCL approved vendor list, if not bidder shall take vendor approval from HSPDCL.

Notes:

1. Complete copies of the drawings & Designs must be submitted by the successful bidder for obtaining approval of the Authority before commencing works.
2. General specification for work following order of priority regarding specification for work shall be followed by the Bidder.
 - b) (i) Relevant B.I.S. Specification.
 - c) (ii) Specifications as may be given in writing by the Engineer-in-charge from time to time.
 - d) (iii) C.P.W.D / Haryana P.W.D. specification/N.B.O./MORTH.
3. Nothing in these clauses, however, shall curtail the right of the "Engineer-In- Charge" to alter the specification for any part or whole of the work, if he considers it necessary in the interest of work. On all matters where there is a deference of opinion between the Bidder and the Engineer-In-Charge the matter will be referred to the Chief Executive Officer, ASCL whose decision will be final conclusive and binding on the Bidder.
4. The Bidder shall ensure the quality and workmanship of work so that there is no leakage,

seepage and dampness and wall wetting in the toilets.

9. The existing development should not be damaged by the successful Bidder and he should hand them back as in original constructed condition.
10. Materials to be got approved before providing, execution and installation from the Engineer-in-charge. Further
11. The internal water supply & sanitary and internal electrification works should work successfully as a whole system.

LIST OF APPROVED MANUFACTURERS/MAKES:-

All material should be ISI mark / ISO 9000 accredited company or manufactured by Public sector/Govt. owned Companies or of the firms of repute. However Govt. / Public Sector makes are preferred makes. It is necessary to mention make of equipment Bidder intends to use. If Bidder does not mention make, the Owner would be free to mention the make of his choice.

| | MATERIAL | MAKE |
|--|----------------------------------|--|
| | MCCB | ABB (T-MAX) / Siemens (3VT) / Legrand |
| | Connectors | Elmex / Raychem |
| | MCB (7 kA breaking capacity) | Siemens (5SL) / Legrand (Lexic) / ABB |
| | FRLS LT Wires | Polycab / Havells / KEI |
| | Timers | Siemens / Havells / Legrand |
| | Switches & accessories | Legrand / Havells / HPL |
| | PVC Conduit | Precision / BEC / AKG |
| | Motor Starters / Contactors | ABB / Siemens / L&T / Alstom |
| | LED Light Fittings & Lamps | Wipro/Philps/Syska/Local Manufactures But ISO certified only |
| | AL. AR. LT XLPE FRLS Cable | Havells / Polycab |
| | Distribution Boxes & accessories | Siemens / Legrand / Hagger |
| | Air Circuit Braker | ABB (EMAX) / Siemens (3VT) / Alstom |
| | Panel Meter | Automatic Electric Ltd / Secure / |
| | HRC Fuse & base | Siemens / C&S / ABB |
| | Cable Accessories: | |
| | Gland | Raychem / 3M / Dowells |

| | | |
|--|-------------------------------------|--|
| | | |
| | Lugs | Dowells / RayChem |
| | Selector Switch | Automatic Electric Ltd |
| | Chemical Earthing | AS per ISO, CPRI, EASCL, ERTL approved certification. |
| | RMU with FPI | As per DHBVN Board approved vendor list & ISO, CPRI, EASCL, ERTL approved certification. |
| | Load Break Switch | Alstom / Siemens / ABB & As per CSPDCL approved vendor list & ISO, CPRI, EASCL, ERTL approved certification. |
| | HT AL. AR. XLPE UE 11/11 FRLS CABLE | Havells / Polycab |
| | Cable tag | As per , DHBVN approved vendor list |
| | LT Feeder Pillar Box | Siemens (Seapen) / ABB / Legrand (OEM) |
| | Structural/Reinforcement Steel: | SAIL/TATA/VSP/Steel producers having license from BIS |
| | Cement: | ACC/Ultra tech/Century/Lafarge/Ambuja/Emami |
| | Ceramic Tiles: | Kajaria/Asian/Orient/Johnson |
| | Paints/Textured Paints: | Asian/Jenson Nicholson/Nerolac/Berger/ICI |
| | GI Pipes: | Jindal/TATA/Zenith |
| | UPVC Pipes and Fitting: | Finolex/Supreme/Kisan |
| | Toilets SS Wash basins: | Nirali/Jayna/Neel kanth/Deepali |
| | HDPE DWC Pipes: | Alom Poly Extrusions/Tuffline Technoplast/Tirupati |
| | D.I.K-9Pipe&Fittngs | Lanco/Jindal/Kejriwal |
| | C.ID/F Sluice Valve | Hawwa/IVC/Gavane Patil/Upadhyay |

PART B: Annexure 1 to 8

Annexure 1

| Qualification Information: - | | | | |
|-------------------------------------|---|----------------------|------------------|-------|
| 1.1 (A) | Constitution or legal status of Bidder [attach copy] | | | |
| (B) | Place of registration of Firm/ Company (in case of other than individuals) | | | |
| (C) | Principal place of business: | | | |
| (D) | Name of Power of attorney holder for Signing of the Bid. (bidder)[attach copy] | | | |
| 1.2 | Total annual volume of civil engineering construction work executed and Payments received each year in the immediate five years preceding the year in which tenders are invited. (Attach certificate from Chartered Accountant)- indexed @ 10% (ten per cent) compounded per year | Financial Year | (Rs. in crores) | |
| | | Turnover in the year | Add for indexing | Total |
| | | | | |

- Proprietary firm. Partnership firm with the certificate of registration by registrar of firms & article and Memorandum of Association with Certificate of Incorporation.
- Mention and highlight the year, which the Bidder considers for evaluation by the committee.

Signature:

Bidder's Seal

BANKERS CERTIFICATE

This is to certify that M/s. _____ is a reputed company with a good financial standing. If the contract for this work, namely _____ (Name of the work) is awarded to the above firm, we shall be able to provide Over Draft/ Credit Facilities to the extent of Rs.----- to meet the working capital requirements for executing the above contract.

Sd/- Senior Bank Manager, Name of the Bank, Address:
.....

Note: The original letter of credit shall be submitted in Envelope „B’ to the Employer without fail.

The solvency certificate should not be more than twelve months old. The solvency certificate shall be on Banks Letter Head (original) and duly signed by the Banks Designated Authority in Original. The solvency Certificate shall be as per the prescribed format.

FORM OF CERTIFICATE OF INCOME TAX TO BE SUBMITTED BY BIDDER TENDERING FOR WORKS COSTING RS. 2.00 LAKHS OR MORE.

1. Name and Title (of the company/firm(HUF) or individual) in which the applicant is assessed to Income Tax and Address for the purpose of assessment.
2. The Income tax Circle /Ward /District in which the applicant is assessed to income tax.
3. Following particulars concerning the last Income tax assessment made.
 - a) Reference No. (or GIR No.) of the assessment
 - b) Assessment year and accounting year. c) Amount of total income assessed.
 - d) Amount of tax assessed IT, ST, EPT, BPT,
 - e) Amount of tax paid IT, ST, EPT, and B.P.T.
 - f) Balance being tax not yet paid and reasons for such arrears.
 - g) Whether any attachment or certificate proceedings pending in respect of the arrears.
 - h) Whether the company or firm or HUF on which the assessment was made has been or is being liquidized wound up, dissolved, partitioned or being declared insolvent, as the case may be.
 - i) The position about latter assessment namely whether returns submitted under Section 22(1) or (2) of the Income Tax Act, and whether tax paid under, "Section 18A of the Act and the amount of tax so paid or in arrears.
4. In case there has been no Income tax assessment at all in the past, whether returns submitted under section 21(1) or (2) and 18-A(3) and if so, the amount of Income Tax returned or tax paid and the Income Tax Circle/ Ward/District concerned.
5. The Name and address of branch (es) verified the Particulars set out above and found correct subject to the following remarks.

Dated:

Signature of I.T.I.

Circle/ Ward/ District

| INFORMATION ON EXECUTION OF SIMILAR WORKS [REFER QUALIFICATION CRITERIA, S.NO.1] | | | | | | | | | |
|--|-----------------|------------------|-------------------|--------------|-----------------------------|-------------------------------|---------------------------|--------------------|---------|
| | Name of Project | Name of Employer | Value of contract | Contract No. | Date of Issue of Work Order | Stipulated Date of Completion | Actual Date of Completion | Value of work done | Remarks |
| | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| | | | | | | | | | |

Note:

1. Attach relevant certificates from the Engineer in charge, not below the rank of Executive Engineer or equivalent.
2. Bidder may attach certified copies of work order(s) and completion certificate issued by the Engineer in Charge not below the rank of an Executive Engineer.
3. The Supporting documents (completion certificate etc) shall clearly indicate the value of work completed. Signature:

Bidder's Seal

Work performed on all classes of Civil Engineering Construction Works over the last five years

| Sr No | Name of the Project | Name of the Employer | Description of work | Value of Contract (Rs in Lakhs) | Contract No | Date of issue of work order | Stipulated date of Completion | Actual date of completion | Year wise value of work done as per certificate from the employer (Rs. In Lakhs) | Remarks reasons for Delay, if any; and the amount of deductions due to delay Also mention if clam claim or dispute pending in any forum |
|-------|---------------------|----------------------|---------------------|---------------------------------|-------------|-----------------------------|-------------------------------|---------------------------|--|---|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 |
| | | | | | | | | | | |
| | | | | | | | | | | |

Existing commitments and ongoing works in all classes of construction works

| Sr No | Name of Project | Description of work | Contract No & Year | Name & address of the employer | Contract No and Year | Value of contract | Date of Issue of Work Order | Stipulated Date of Completion | Stipulated period of completion in months | Anticipated date of completion | Value of work done up to the date of issue of this N.I.T) | Probable value of works balance to be completed | Anticipated months required for completion of balance works |
|-------|-----------------|---------------------|--------------------|--------------------------------|----------------------|-------------------|-----------------------------|-------------------------------|---|--------------------------------|---|---|---|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |

Note: The Supporting documents (completion certificate etc) shall clearly indicate the value of work completed.

Information regarding current claims, arbitration, litigation the Bidder is involved in.

| | Name of Other party(s) | Agreement No. Date year and Dept. | Brief of cause of claims, arbitration /dispute (give reference of contract details) | Where Litigation is pending (in the department /Court/arbitration) (mention Dept./Court/Arbitration) | Amount involved/ claimed |
|--|------------------------|-----------------------------------|--|--|--------------------------|
| | | | | | |
| | | | | | |

Can use separate sheets for each agreements if necessary.

Affidavit

I,.....S/o.....Aged.....
.....years

.....(Address.....
.....

.....) (For and on behalf of
.....), do here by and
herewith solemnly affirm / state on oath that: -

- 1. All documents and Information“s furnished are correct in all respects to the best of my knowledge and belief**
- 2. I have not suppressed or omitted any required/relevant information.**
- 3. I hereby authorize the Agra Smart City Limited, Agra Officials to get all the documents submitted verified from appropriate source(s).**

(.....)

Authorized signatory / for and on behalf of
..... (Affix seal)

SECTION 9: PRE CONTRACT INTEGRITY PACT

(To be submitted on Rs 100 Stamp Paper)

1. GENERAL

- 1.1. This pre-bid contract agreement (herein after called the Integrity Pact) is made onday of the monthbetween the Agra Smart City Limited (ASCL) acting through Shri/Smt..... (Designation of the ASCL officer)(Hereinafter called the "BUYER" which expression shall mean and include, unless the context otherwise requires, his successors in the office and assigns) and the First Party, proposes to procure..... (Name of the Store/Equipment/ Work/ Service) and M/s.represented by Shri (herein after called the BIDDER/Seller, which expression shall mean and include, unless the context otherwise requires, his successors an permitted assigns) and the Second Party, is willing to offer/ has offered.
- 1.2. WHEREAS the BIDDER is a Private Company/ Public Company/ Government Undertaking/ Partnership/ Registered Export Agency, constituted in accordance with the relevant law in the matter and the BUYER, performing its function as SPV under provision of Companies Act 2013.

2. OBJECTIVES:

NOW, THEREFORE, the BUYER and the BIDDER agree to enter into this pre-contract agreement, hereinafter referred to as Integrity Pact to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/ prejudiced dealings prior to ,during and subsequent to the Contract to be entered into which a view to:-

- 2.1. Enabling the BUYER to obtain the desired Stores/ Equipment/Work/Service at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and
- 2.2. Enabling BIDDER to abstain from bribing or indulging in any corrupt practices in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing any corrupt practices and the BUYER will commit to prevent corruption, in any form, by its official by following transparent procedures.

3. COMMITMENTS OF THE BUYER

The BUYER commits itself to the following:-

- 3.1. The BUYER undertakes that no official of the BUYER connected directly or indirectly with the contract, will demand, take promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefits or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation , contracting or implementation process related to the contract.
- 3.2. The BUYER will, during the pre-contract stage, treat BIDDERS alike, and will provide

to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to the other BIDDERS

3.3. All the officials of the BUYER will report the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

3.4. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with the full and verifiable facts and the same *prima facie* found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

4. COMMITMENTS OF BIDDERS

The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or pre-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

4.1. The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

4.2. The BIDDER further undertakes that it has not been given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage, or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.

4.3. The BIDDER further confirms and declares to the BUYER that the BIDDER in the original Manufacture/Integrator/Authorized government sponsored export entity of the stores and has not engaged in individual or firm or company whether Indian or Foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

4.4. The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payment he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or

any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

- 4.5. The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation contracting and implementation of the contract.
- 4.6. The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 4.7. The BIDDER shall not use improperly, for purpose of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposal and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 4.8. The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 4.9. The BIDDER shall not instigate or cause to instigate any third person to commit any of the acts mentioned above.

5. PREVIOUS TRANSGRESSION

- 5.1. The BIDDER declares that no previous transgression occurred in the last three years immediately before signing this Integrity Pact with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify Bidder's exclusion from the tender process.
- 5.2. If the BIDDER makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reasons.

6. EARNEST MONEY (SECURITY DEPOSIT)

- 6.1. Every BIDDER while submitting commercial bid, shall deposit an amount as specified in RFP as Earnest Money/ Security Deposit, with the BUYER through any of the following instruments:
 - 6.1.1. Bank Draft or Pay Order in favour of
 - 6.1.2. A Confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to theon demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.
 - 6.1.3. Any other mode or through any other instrument (to be specified in the RFP).
- 6.2. The Earnest Money/ Security Deposit shall be valid up to a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and BUYER, including warranty period, whichever is later.

6.3. In the case of successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.4. No interest shall be payable by the BUYER to the BIDDER on Earnest Money/ Security Deposit for the period of its currency.

7. SANCTIONS FOR violations^a

7.1. Any breach of the aforesaid provisions by the Bidder or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-

7.1.1. To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(S) would continue.

7.1.2. To forfeit fully or partially the Earnest Money Deposit (in pre-contract stage) and/ or Security Deposit/ Performance Bond (after the contract is signed), as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.

7.1.3. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

7.1.4. To recover all sums already paid by the BUYER, and in case of the Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate while in case of a BIDDER from a country other than India with interest there on at 2 % higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract such outstanding payment could also be utilized to recover the aforesaid sum and interest.

7.1.5. To encash the advance bank guarantee and performance bond/ warranty bond, if furnished by the BIDDER, in order to recover the payments already made by the BUYER, along with interest.

7.1.6. To cancel all or any other contracts with the BIDDER and the BIDDER all be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

7.1.7. To debar the BIDDER from part on behalf of the participating in future bidding processes of the Government of Haryana for a minimum period of five years, which may be further extended at the discretion of the BUYER.

7.1.8. To recover all sums paid in violation of this Pact by BIDDER(S) to any middlemen or agent or broken with a view to securing the contract.

7.1.9. In cases where irrevocable Letters of Credit have been received in respect of any

contract signed by the BIDDER, the same shall not be opened.

7.1.10. If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly is closely related to any of the officers of the BUYER or alternatively, if any close relative of an officer of the BUYER has financial interest/stake in the BIDDER'S firm, the same shall be disclosed by the BIDDER at the time of filling of tender. Any failure to disclose the interest involved shall entitle the BUYER to rescind the contract without payment of any compensation to the BIDDER. The term „close relative“ for this purpose would mean spouse whether residing with the Government servant or not, but include a spouse separated from the Government servant by a decree or order of a competent court: son or daughter or custody the step son or step daughter and wholly dependent upon Government servant, but does not include a child or step child who is no longer in any way dependent upon the Government servant or of whose the Government servant has been deprived of by or under any law; any other person related, whether by blood or marriage, to the Government servant or to the Government servant`s wife or husband and wholly dependent upon Government servant.

7.1.11. The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER, and if he does so, the BUYER shall be entitled forthwith to rescind the contract and all other contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

7.2. The decision of the BUYER to the effect that a breach of the provisions of this pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Monitor(s) appointed for the purpose of this Pact.

8. FALL CLAUSE

8.1. The BIDDER undertakes that it has not supplied/is not supplying similar product/ systems or subsystems at a price lower than that offered in the present bid in respect of any other Department of the Government of Haryana or PSU and if it is found at any stage that similar product/ systems or sub systems was supplied by the BIDDER TO any other Department of the Government of uttar Pradesh at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

9. INDEPENDENT MONITORS

9.1. The BUYER will appoint Independent Monitors (hereinafter referred to as Monitors) for this Pact.

9.2. The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

9.3. The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

9.4. Both the parties accept that the Monitors have the right to access all the documents relating to the project/ procurement, including minutes of meetings. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Sub Bidder(s) with confidentiality.

9.5. As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.

9.6. The Monitor will submit a written report to the designated Authority of BUYER/ Secretary in the Department/ within 8 to 10 weeks from the date of reference or intimation to him by the BUYER/BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

10. FACILITATION OF INVESTIGATION

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information of the relevant documents and shall extend all possible help for the purpose of such examination.

11. LAW AND PLACE OF JURISDICTION

This Pact is subject to Indian Law, the place of performance and jurisdiction shall be the seat of the BUYER.

12. OTHER LEGAL ACTIONS:

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the any other law in force relating to any civil or criminal proceedings.

13. VALIDITY

13.1. The validity of this Integrity Pact shall from the date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

13.2. If one or several provisions of this Pact turn out to be invalid; the remainder of this pact shall remain valid. In such case, the parties will strive to come to an agreement to their original intentions.

14. The parties hereby sign this Integrity Pact aton

BIDDER