



## REQUEST FOR PROPOSAL

FOR

REDEVELOPMENT AND LANDSCAPING OF FOUR SMART PARKS  
INCLUDING OPERATION & MAINTENANCE FOR FIVE YEARS AND  
DEFECT LIABILITY PERIOD FOR ONE YEAR, IN VARANASI

(SHASTRI PARK, RAVINDRAPURI PARK, GULAB BAGH PARK AND MACCHODARI PARK)

UNDER

VARANASI SMART CITY MISSION

**Ref No:** 03/VSCL/SMART PARK/ NOV-17

04 Nov, 2017

**Employer:**

VARANASI SMART CITY LIMITED (VSCL),  
MUNICIPAL CORPORATION, HEADQUARTER,  
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## SECTION 1: LIST OF IMPORTANT DATE, PRESS NOTICE, NIT

### I. LIST OF IMPORTANT DATES

S. No.	Activity	Timeline
1.	Name of Work	Redevelopment and Landscaping Work of Four Smart Parks (Ravindrapuri Park, Shastri Park, Gulabh Bagh Park and Machhodari Park) under VSCL.
2.	Completion Period for Construction	09 Months including rainy season
3.	Date of issue of Notice Inviting Bid	23rd October 2017
4.	Period and Places of sale of Bidding Documents on line	From 06 <sup>th</sup> November 2017, to 07th December 2017 <b>Places:</b> (i) The documents are to be downloaded from the website of <a href="http://etender.up.nic.in">http://etender.up.nic.in</a> Contact no. 0542-2221702 and through e-mail at <a href="mailto:ceovscl@gmail.com">ceovscl@gmail.com</a> (ii) <b>Website:</b> <a href="http://etender.up.nic.in">http://etender.up.nic.in</a>
5.	Time, Date and Place of pre-bid meeting	<b>Date:</b> 16 <sup>th</sup> Nov.2017 <b>Time:</b> 15.00 Hrs. <b>Place:</b> Conference hall, Ground Floor, Nagar Nigam, Sigra, Varanasi.
6.	Time and Date for opening bid	<b>Date:</b> 07 <sup>th</sup> Dec.2017 <b>Time:</b> 15.00 Hrs.(IST)
7.	Place of opening bid	Address : (i) Chief Executive Officer, VSCL address- CEO, VSCL Nagar Nigam, Varanasi
8.	Bid Validity Period	180 Days
9.	Offer Inviting Authority	Chief Executive Officer, VSCL
10.	Bid criteria	<b>Least Cost Selection ( LCS) Basis</b>
11.	Total Project Cost (INR)	6,00,00,000.00

## II. NOTICE INVITING TENDER (e-tender)

### VARANASI SMART CITY LTD. (VSCL)

#### Municipal Corporation Varanasi

NIT No.-02/VSCL/TENDER-2017-18

Date: 23.10.2017

1. The Chief Executive Officer (CEO) Varanasi Smart City Ltd. (VSCL) invites sealed tender for the following works:-

S. No.	Name of the project	Tender Fee non-refundable (Rs.)	Earnest Money Deposit (Rs.)
(i)	Landscape Development of Beniabagh Garden, Varanasi (including 5 years O&M) <b>RFP No. 02 VSCL/SMART PARKS/OCT-17</b>	10,000.0	10.00 Lacs.
(ii)	Landscape Development of Gulab Park, Shastri Park, Ravindrapuri Park and Machodhari Park, Varanasi (including 5 years O&M) <b>RFP No. 03 VSCL/SMART PARKS/OCT-17</b>	10,000.0	5.00 Lacs.
(iii)	Urban Revitalization of Roads and Junction Improvement Project in ABD Area (Phase-I), Varanasi (including 5 years O&M) <b>RFP No. 04 VSCL/SMART ROADS/OCT-17</b>	25,000.0	75.00 Lacs.
(iv)	Improvement and Up-gradation of 8 Road Intersection in Varanasi (including 5 years O&M) <b>RFP No. 05 VSCL/SMART ROADS/OCT-17</b>	15,000.0	20.0 acs.

- a. Tender documents can be downloaded from the e-tendering website -<http://etender.up.nic.in> from 06.11.2017 from 1.00 p.m. till 06.12.2017
- b. Bidders are requested to submit the Tender fee receipt in the office of **Chief Executive Officer, Varanasi Smart City Ltd. (VSCL)** in the form of DD/FDR/ Bankers Cheque
- c. The last date for pre-bid queries is 15.11.2017 till 3.00 p.m. through e-mail on [ceovscl@gmail.com](mailto:ceovscl@gmail.com) and Pre-bid meeting will be held on 16.11.2017 at 15.00 Hrs. in the office of CEO, VSCL, Municipal Corporation, Sigra, Varanasi
- d. The deadline of bid-submission is 15.00 Hrs, on 06.12.2017
- e. Bid documents and original security shall be submitted/received through online mode only
- f. For more details contact Chief Executive Officer, VSCL address- CEO, VSCL Municipal Corporation Varanasi.
- g. Contact no. 0542-2221702 and through mail at [ceovscl@gmail.com](mailto:ceovscl@gmail.com)

Sd/-  
Chief Executive Officer  
VSCL

## SECTION 2: INSTRUCTIONS TO BIDDERS

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### I. INSTRUCTIONS TO BIDDERS (ITB)

#### *A. General*

##### 1. Scope of Bid

- 1.1 The Employer as defined in the Appendix to ITB invites bids for the construction of Works as described in these documents and referred to as “the works”. The name and identification number of the works is provided in the Appendix to ITB. The bidders may submit bids for any or all of the works detailed in the table given in

the Notice Inviting Tender. Bid for each work should be submitted separately.

- 1.2 The successful Bidder will be expected to complete the Works by the Intended Completion Date specified in the Section 4- Part I General Conditions of Contract.
- 1.3 Throughout these documents, the terms “bid” and “tender” and their derivatives (bidder/ tenderer, bid/ tender, bidding/ tendering, etc.) are synonymous.

## 2. Source of Funds

- 2.1 The Government of India as defined in the Appendix to ITB has decided to undertake the works of construction of roads
- 2.2 The Government of India has decided to provide funds for the construction of the roads.

## 3. Eligible Bidders

- 3.1 This Invitation for Bids is open to all bidders as defined in the Appendix to ITB.
- 3.2 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices by the Central Government, the State Government or any public undertaking, autonomous body, authority by whatever name called under the Central or the State Government.
- 3.3 Any bidders having **criminal record** is not allowed to participate in the online bidding process. Any person who is having criminal cases against him or involved in the **organized crime or gangster activities or Mafia or Goonda or Anti-social activity** are strictly prohibited to participate in the bidding process. If it is established that any bidder has **criminal record, his bid shall be automatically cancelled.**
- 3.4 The bidder has to produce/attach Character certificate, Solvency certificate, Self-declaration affidavit (on the prescribed Performa which is attached with the bid document) etc., issued by the competent authority in original with bid document.
- 3.5 Any bidder who is an Advocate and Registered with any State Bar Council Shall not be allowed to participate in the bidding. If it is established that the contractor is registered with the state bar council, **his bid shall be automatically cancelled.**

## 4. Qualification of the Bidder

- 4.1 All bidders shall provide in Section 3, Forms of Bid and Qualification information, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.
- 4.2 All bidders shall include the following information and documents with their bids in Section 3, Qualification Information unless otherwise stated in the Appendix to ITB:
  - (a) copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory of the Bid to commit the Bidder;
  - (b) Total monetary value of civil construction works performed for each of the last five years;
  - (c) Experience in works of a similar nature and size for each of the last five years, and details of works in progress or contractually committed with certificates from the concerned officer of the rank of Executive Engineer or equivalent;
  - (d) Evidence of ownership of major items of construction equipment named in Clause 4.4 B (b) (i) of ITB or evidence of arrangement of possessing them on hire/lease/buying as defined therein.

- (e) Details of the technical personnel proposed to be employed for the Contract having the qualifications defined in Clause 4.4 (b) (ii) of ITB for the construction.
- (f) Reports on the financial standing of the Bidder, such as profit and loss statements and auditor's reports for the past three years;
- (g) an undertaking that the bidder will be able to invest a minimum of cash up to the percentage (defined in the Appendix to ITB) of the contract price of works, during the implementation of the works;
- (h) Evidence of access to line(s) of credit and availability of other financial resources/ facilities (10 percent of the contract value) certified by banker (the certificate being not more than 3 months old.)
- (i) Authority to seek references from the Bidder's bankers;
- (j) information regarding any litigation or arbitration during the last five years in which the Bidder is involved, the parties concerned, the disputed amount, and the matter;
- (k) Proposal for subcontracting the components of the works for construction/ Up gradation aggregating not more than 25% of the contract price: -and
- (l) The proposed methodology and program of construction, backed with equipment and material planning and deployment, duly supported with broad calculations and Quality Management Plan proposed to be adopted, justifying their capability of execution and completion of the work as per technical specifications and within the stipulated period of completion.

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

#### **4.4**

- A. To qualify for award of the Contract, each bidder should have in the last five years:
  - (a) Achieved in any one year a minimum financial turnover (in all cases of civil engineering construction works only) volume of construction work of at least the amount equal to the estimated cost of works(excluding maintenance cost for five years for which bid has been invited. The turnover will be indexed at the rate of 8 percent for a year.
  - b) Satisfactorily completed, as prime Contractor, at least one similar work equal in value to one-third of the estimated cost of work (excluding maintenance cost for five years) for which the bid is invited, or such higher amount as may be specified in the Appendix to ITB.
- B. (a) Each bidder must attach:
  - (i) The current income-tax clearance certificate;
  - (ii) An affidavit that the information furnished with the bid documents is correct in all respects; and
  - (iii) Such other certificates as defined in the Appendix to ITB. Failure to produce the certificates shall make the bid non-responsive.
- (b) Each bidder must demonstrate:
  - (i) Availability for construction work, of the owned, key equipment stated in the Appendix to ITB including equipment's required for establishing field laboratory to perform mandatory tests, and those stated in the Appendix to ITB;
  - (ii) Availability for construction work of technical personnel as stated in the Appendix to ITB.
  - (iii) Liquid assets and /or credit facilities, net of other contractual commitments and exclusive of any advance payments which may be made under the Contract, of not less than the amount specified in the Appendix to ITB;
- (c) The bidder must not have in his employment:



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

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

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

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

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

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

Where

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

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

M = M is taken 2.5

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

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

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

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

## 5. One Bid per Bidder

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

## 6. Cost of Bidding

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

## 7. Site Visit

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

## ***B. Bidding Documents***

### **8. Content of Bidding Documents**

- 8.1 The set of bidding documents comprises the documents listed below and addenda issued in accordance with Clause 10 of ITB.
1. Notice Inviting Tender
  2. Instructions to Bidders
  3. Qualification Information
  4. Conditions of Contract  
(Part I General Conditions of Contract, and Contract Data; Part II Special Conditions of Contract)
  5. Specifications
  6. Drawings
  7. Bill of Quantities
  8. Form of Bid
  9. Form of Acceptance, Form of Agreement, Issue of Notice to Proceed with the Work, form of Unconditional Bank Guarantee.
- 8.2 Bidding document will be available online on the website <http://etender.up.nic.in>
- 8.3 The bidder is expected to examine carefully all instructions, conditions of contract, contract data, forms, terms and specifications, bill of quantities, forms and drawings in the Bid Document. Failure to comply with the requirements of Bid Documents shall be at the bidder's own risk. Pursuant to clause 25 hereof, bids, which are not substantially responsive to the requirements of the Bid Documents, shall be rejected.

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

- 9.1 A prospective bidder requiring any clarification of the bidding document may notify the employer in writing or by cable ("cable" includes Telex and facsimile) at the employer address indicated in the Notice inviting tenders. The Employer will respond to any request for clarification received earlier than 10 Days prior to the dead line for submission of bid. Copies of the employer's response will be forwarded to all purchasers of the bidding documents, including a description of the enquiry, but without identifying its source
- 9.2 If a pre-bid meeting is to be held, the bidder or his authorized representative is invited to attend it. Its date, time and address are given in the Appendix to ITB.
- 9.2.1 The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
  - 9.2.2 The bidder is requested to submit any questions in writing or by cable so as to reach the Employer not later than one week before the meeting.
  - 9.2.3 Minutes of the meeting, including the text of the questions raised (without identifying the source of

the enquiry) and the responses given will be transmitted online (or otherwise). Any modifications of the bidding documents listed in Clause 8.1 of ITB, which may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively online through the issue of an Addendum pursuant to Clause 10 of ITB and not through the minutes of the pre-bid meeting.

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

## 10. Amendment of Bidding Documents

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

10.2 Any addendum thus issued shall be part of the bidding documents.

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

### *C. Preparation of Bids*

## 11. Language of Bid

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

## 12. Documents Comprising the Bid

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

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

- I. Earnest Money;
- II. Qualification information, supporting documents, affidavit and undertaking as specified in Clause 4 of ITB.
- III. Undertaking that the bid shall remain valid for the period specified in clause 15.1 of ITB.
- IV. Any other information / documents required to be completed and submitted by bidders, as specified in the appendix to ITB, and
- V. An affidavit affirming that information he has furnished in the bidding document is correct to the best of his knowledge and belief.

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

- I. Form of Bid as specified in Section 6;
- II. Priced bill of quantities for items specified in Section 7;

12.2 The following documents, which are not submitted with the bid, will be deemed to be part of the bid section particulars

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

## 13. Bid Prices

- 13.1 The Contract shall be for the whole Works, as described in Clause 1. 1 of ITB, based on the priced Bill of Quantities submitted by the Bidder.
- 13.2 The Bidder shall adopt the Percentage Rate Method as specified in the Appendix to ITB; only the same option is allowed to all the Bidders. Percentage Rate Method requires the bidder to quote a percentage above / below/ at par of the schedule of rates specified in the Appendix to ITB.
- 13.3 All duties, taxes, royalties and other levies payable by the Contractor under the Contract, or for any other cause, shall be included in the rates, prices, and total Bid price submitted by the Bidder.
- 13.4 The rates and prices quoted by the Bidder shall be fixed for the duration of the Contract and shall not be subject to adjustment.

#### **14. Currencies of Bid**

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

#### **15. Bid Validity**

- 15.1 Bids shall remain valid for a period of ninety days after the deadline date for bid submission specified in Clause 20 of ITB. A bid valid for a shorter period shall be rejected by the Employer as non-responsive.
- 15.2 15.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the bidders may extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by cable. A bidder may refuse the request without forfeiting his Earnest Money. A bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of his earnest money for a period of the extension, and in compliance with Clause 16 of ITB in all respects.

#### **16. Earnest-Money**

- 16.1 The Bidder shall furnish, as part of the Bid, Earnest Money, in the amount specified in the Appendix to ITB.
- 16.2 The Earnest Money shall, at the Bidder's option, be in the form of Demand Draft (DD), drawn on Chief Executive Officer – Varanasi Smart City Limited (Payable at any nationalized bank in Varanasi) / Performance Bank guarantee (PBG) / Fixed Deposit Receipt (FDR) of a scheduled commercial bank, NSC, Post office saving Bank issued in favor of the name given in the Appendix to ITB. The Fixed Deposit Receipt shall be valid for six months or more after the last date of receipt of bids. Other forms of Earnest Money acceptable to the Employer are stated in the Appendix to ITB. Earnest money will be deposited, physically, with officer calling tender, before last date of submission of tender. A scanned copy of earnest money document will be submitted along with the tender.
- 16.3 Any bid not accompanied by an acceptable Earnest Money, unless exempted in terms given in the Appendix to ITB, shall be rejected by the Employer as non-responsive.
- 16.4 The Earnest Money of unsuccessful bidders will be returned within 28 days of the end of the Bid validity period specified in Clause 15.1 of ITB.
- 16.5 The Earnest Money of the successful Bidder will be discharged when the Bidder has signed the Agreement and furnished the required Performance Security.
- 16.6 **The Earnest Money may be forfeited:**

- a) If the Bidder withdraws the Bid after bid opening (technical bid) during the period of Bid validity;
- b) In the case of a successful Bidder, if the Bidder fails within the specified time limit to
  - i. Sign the Agreement; and/or
  - ii. Furnish the required Performance Security.

## **17. Alternative Proposals by Bidders**

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

## **18. Format and Signing of Bid**

18.1 The Bidder shall submit one set of the bid comprising of the documents as described in Clause 12 of ITB.

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

### ***D. Submission of e-Bids***

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

- For participating in bids through the e-bidding system, it is necessary for the bidders to be the registered users of the e-procurement website <http://etender.up.nic.in>. The bidders shall first register themselves on the e-bidding website, if they have not done so previously, using the option "Click here to enroll" available on the home page of the website.
- In addition to the normal registration, the bidder has to register with their Digital Signature Certificate (DSC) in the e-bidding system and subsequently he/ she will be allowed to carry out his /her bid submission activities. Registering the Digital Signature Certificate (DSC) is a onetime activity. Before proceeding to register their DSC, the bidder shall first log on to the e-bidding system using the User Login option on the home page with the logging ID and Password with which they has registered as per clause 1.1 above. For successful registration of DSC on e-procurement website <http://etender.up.nic.in> the bidder must ensure that they possess class-2 /Class-3 DSC issued by any certifying authorities duly approved by Controller of Certifying Authorities. The bidder is also advised to register their DSC on E-procurement website well in advance before bid submission period & time so that they do not face any problem while submitting their e-bid against this bidding. The bidder can perform User Login creation and DSC registration exercise as described in clauses 1.1 and 1.2 above even before bid submission

period starts. The purchaser shall not be held responsible if the bidder tries to submit their e-bid at the last moment of submission of bid, but could not submit due to DSC registration problem.

- The bidder can search for active biddings through “Search Active Biddings” link, select a bidding in which they are interested in and then move it to ‘My Biddings’ Folder using the option available in the Bid Submission menu. After selecting and viewing the bidding, for which the bidder intends to bid, from “My Biddings” folder, the bidder can place their bid by clicking “pay Offline” option available at the end of the view bidding form. Before this, the bidder should download the bidding document and price Schedule/Bill of Quantity (BOQ) and study them carefully. The bidder shall keep all the documents ready as per the requirements of bidding document in the PDF format except the Price Schedule/Bill of Quantity (BOQ) which shall be in the XLS Format (EXCEL sheet).
- After clicking the ‘Pay offline’ option, the bidder shall be redirected to the relevant page of Terms and conditions. The bidder shall read the Terms and conditions before proceeding to fill in the Bidding fee EMD offline payment details. After entering and saving the Bidding Fee and EMD details, the bidder shall click “Encrypt & Upload” option given in the offline payment details form so that “Bid Document Preparation and Submission” window appears to upload the documents as per technical (Fee details, Qualification details, Bid Form and Technical Specification details) and financial (Bid Form and Price Schedule/BOQ) schedules/packets given in the bidding details. The details of the Demand Draft or any other accepted instrument which is to be sent physically in the original before opening of technical bids, should tally with the details available in the scanned copy and the data entered during with submission time otherwise the bid submitted shall not be accepted.
- Next, the bidder should upload the Technical Bid Documents for fee details (Bidding fee and EMD), Qualification details as per PQC, and Financial Bid documents as per BOQ of bidding document. Before uploading, the bidder has to select the relevant Digital signature Certificate. They may be prompted to enter the digital signature Certificate password, if necessary. For uploading, the bidder should click “Browse” button against each document label in Technical and Financial schedules/packets and then upload the relevant PDF/XLS files already prepared and stored in the bidder’s computer.
- The Bidder shall click “Encrypt” next for successfully encrypting and uploading of required documents. During the above process, the bid documents are encrypted/ locked electronically with the DSC’s of the Bid openers to ensure that the bid documents are protected, stored and opened by concerned bid openers only.
- After successful submission of bid documents, a page giving the summary of bid submission will be displayed that the process of e- bid submission is completed. The bidder can take a printout of the summary using the “print” option available in the window as an acknowledgement for future reference.
- Purchaser reserves the right to cancel any or all Bids without assigning any reason.
- The Bidders are advised to upload the scanned documents with minimum of 150 dpi scanner to ensure readable uploaded e-Bids.

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

- 19.1 The Bidder shall have to bid online separately for Technical and financial bid. Technical Bid: To be opened on 07.12.2017 at 15:00 hrs (IST) (Date and time of Technical Bid opening as per clause 22.1 of ITB.) Financial Bid: Not to be opened except with the approval of the Employer.

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

- 20.1 Complete Bids (including Technical and Financial) must be received by the Employer in the Appendix to ITB not later than the date and time indicated in the Appendix to ITB.
- 20.2 The Employer may extend the deadline for submission of bids by issuing an amendment in accordance with Clause 10.3 of ITB, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will then be subject to the new deadline.

## **21. Late Bids**

- 21.1 No Provision/Consideration on Late Bid/Bids Submission.

### ***E. Bid Opening and Evaluation***

## **22. Bid Opening**

- 22.1 The Employer will open the bids received, on line in the presence of the bidders/bidders' representatives who choose to attend at the time, date and place specified in the Appendix to ITB. In the event of the specified date for the submission of bids being declared a holiday for the Employer, the Bids will be opened at the appointed time online on the next working day.  
The technical bid shall be opened online.
- 22.2 The Employer will prepare minutes of the Bid opening, including the information disclosed to those present in accordance with Clause 22.3 of ITB.
- 22.3 Evaluation of the technical bids with respect to bid security, qualification information and other information furnished in Part I of the bid in pursuant to Clause 12.1 of ITB, shall be taken up and completed within Ten working days of the date of bid opening, and a list will be drawn up of the responsive bids whose financial bids are eligible for consideration.
- 22.4 The Employer shall inform, by E-mail (or otherwise the bidders, whose technical bids are found responsive, date, time and place of opening as stated in the Appendix ITB. In the event of the specified date being declared a holiday for the Employer, the bids will be opened at the appointed time online on the next working day through they or their representative, may attend the meeting of opening of financial bids.
- 22.5 At the time of the opening of the 'Financial Bid', the names of the bidders whose bids were found responsive in accordance with clause 22.5 of ITB will be announced. The financial bids of only these bidders will be opened. The responsive bidders' names, the Bid prices, the total amount of each bid, and such other details as the Employer may consider appropriate will be announced by the Employer at the time of bid opening. Any Bid price, which is not read out and recorded, will not be taken into account in Bid Evaluation.
- 22.6 The Employer shall prepare the minutes of the opening of the Financial Bids.

## **23. Process to be Confidential**

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

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

- 24.1 No Bidder shall contact the Employer on any matter relating to its bid from the time of the bid opening to the time the contract is awarded.
- 24.2 Any attempt by the bidder to influence the Employer's bid evaluation, bid comparison or contract award decision may result in the rejection of his bid.

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

- 25.1 During the detailed evaluation of "Technical Bids", the Employer will determine whether each Bid (a) meets the eligibility criteria defined in Clauses 3 and 4; (b) has been properly signed; (c) is accompanied by the required securities; and (d) is substantially responsive to the requirements of the bidding documents. During the detailed evaluation of the "Financial Bids", the responsiveness of the bids will be further determined with respect to the remaining bid conditions, i.e., priced bill of quantities, technical specifications and drawings.
- 25.2 A substantially responsive "Financial Bid" is one that conforms to all the terms, conditions, and specifications of the bidding documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with the bidding documents, the Employer's rights or the Bidder's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other Bidders presenting substantially responsive bids.
- 25.3 If a "Financial Bid" is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

## **26. Correction of Errors**

- 26.1 Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:
  - a) Where there is a discrepancy between the rates in figures and in words, the rate in words will govern; and
  - b) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.
- 26.2 The amount stated in the Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, the Bid will be rejected, and the Earnest money shall be forfeited in accordance with Clause 16.6(b) of ITB.

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

- 27.1 The Employer will evaluate and compare only the bids determined to be substantially responsive in accordance with Clause 25 of ITB.
- 27.2 In evaluating the bids, the Employer will determine for each Bid the evaluated Bid price by adjusting the Bid price by making correction, if any, for errors pursuant to Clause 26 of ITB.
- 27.3 If the Bid of the successful Bidder is seriously unbalanced in relation to the Engineer's estimate of the cost of work to be performed under the contract, the Employer may require the Bidder to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices



with the construction methods and schedule proposed. After evaluation of the price analyses, the Employer may require that the amount of the performance security set forth in Clause 32 of ITB be increased at the expense of the successful Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract. The amount of the increased performance security shall be decided at the sole discretion of the Employer, which shall be final, binding and conclusive on the bidder.

27.4 If the Bid of the successful Bidder is seriously unbalanced in relation to the Engineer's estimate of the cost of routine maintenance of works to be performed for five years under the contract, the Employer may require the Bidder to produce detailed price analyses for routine maintenance. After its evaluation, the Employer may require that the amount of the performance security set forth in Clause 32 be increased at the expense of the successful Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract. The amount of the increased performance security shall be decided at the sole discretion of the Employer, which shall be final, binding and conclusive on the bidder.

## **28. Price Preference**

28.1 There will be no price preference to any bidder.

## ***F. Award of Contract***

## **29. Award Criteria**

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

- i. To be substantially responsive to the bidding documents and who has offered the lowest evaluated Bid price, provided that such Bidder has been determined to be (a) eligible in accordance with the provisions of Clause 3 of ITB, and (b) qualified in accordance with the provisions of Clause 4 of ITB; and
- ii. To be within the available bid capacity adjusted to account for his bid price which is evaluated the lowest in any of the packages opened earlier than the one under consideration.

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

30.1 Notwithstanding Clause 29 above, the Employer reserves the right to accept or reject any Bid, and to cancel the bidding process and reject all bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Employer's action.

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

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

31.2 The notification of award will constitute the formation of the Contract, subject only to the furnishing of a

performance security in accordance with the provisions of Clause 32.

31.3 The Agreement will incorporate all agreements between the Employer and the successful Bidder. It will be signed by the Employer and the successful Bidder after the performance security is furnished.

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

### 32. Performance Security

32.1 Within 10 (ten) days after receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Employer a Performance Security of Ten percent (10%) of the Contract Price, for the period of one year and the time for completion of works plus additional security for unbalanced Bids in accordance with Clauses 27.3 and 27.4 of ITB and Clause 46 Part I General Conditions of Contract and sign the contract.

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

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

### 33. Advances:

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

### 34. Corrupt or Fraudulent Practices

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

## II. APPENDIX TO INVITATION TO BIDDERS (ITB)

### Instructions to Bidders Clause Reference

- (1.1) The Employer is **Chief Executive Officer**, Varanasi Smart City Limited, Varanasi
- (1.1) The Works is Redevelopment and Landscaping of four parks with allied works as shown below  
REFER SECTION 5: SPECIFICATIONS
- (2.1) The State is Uttar Pradesh
- (3.1) *Eligible Bidders Are:* contractors registered in any central or state government organization.
- (4.2) The information required from bidders in Clause 4.2 is modified as follows:  
*NONE*
- 4.2 (g) The percentage is *Ten*
- (4.4 A)(b) One Third of the estimated cost of works
- (4.4 B)(a) (iii) Other certificates required with the bid are: As per ITB
- (4.4 B)(b) (i) Not Applicable
- (4.4 B)(b) (ii) The Number of Technical personnel, Qualifications and Experience will be as follows:

**A. The Technical Personnel are:**

s.no	position		Nos.	Qualification and experience
1.	Project Manager		01	B. Tech (Civil engineering) 10 Years Experience on site in similar work
2.	Site engineer		02	Diploma (Civil) 10 Years Experience on site in similar work
3.	Site supervisor		04	Diploma (Civil) 5 Year Experience on site in similar work
4.	Horticulturist		01	M. Sc. ( horticulture/ agriculture) 8 Years Experience in similar work.

**B. For  
Field  
Testing**

**Laboratory: Not applicable for this tender**

- (4.4 B) (b)(iii) The minimum amount of liquid assets and/or credit facilities net of other contractual commitments of the successful Bidder shall be 10% of the contract value
- (4.4 B) (c) (i) The bidder must produce an affidavit stating that the near relations of the following departmental officers are not in his employment: J.E.'s, A.E.'s, E.E.'s, S.E.'s, and other staff of equivalent rank
- (4.4 B) (c) (ii) The bidder must produce an affidavit stating the names of retired gazette officer (if any) in his employment who retired within the last two years with the following ranks from the departments listed below: U.P.P.W.D., R.E.S. and. U.P. Irrigation. (Assistant Engineer, Executive Engineer, Superintending Engineer, Chief Engineer, Director cum Chief Engineer, Engineer-in-Chief) In case there is no such person in his employment, his affidavit should clearly state this fact.
- (4.6) M = 2.5
- (7.1) The Contact person is:

**Chief Executive Officer**, VSCL address- CEO, VSCL Nagar Nigam, Varanasi,  
Contact no. 0542-2221702 and through email at [ceovscl@gmail.com](mailto:ceovscl@gmail.com)

Place, Time and Date for pre-bid meeting are:

Place: *Chief Executive Officer VSCL, Municipal Corporation, Sigra, Varanasi*  
Time: 15:00 Hrs. **Date: as per NIT**

- (11.1) Language of the bid is: *English*
- (12.1)Part I (v) The other documents required are: T-4, T-5, T6 : Not Applicable for this tender
- (13.2.) Bids may be submitted only in Percentage Rate Method
- (13.2) Schedule of Rate applicable for Percentage Rate Method is: *As mentioned in the bill of quantities for percentage rate bids*
- (16.1) The amount of Earnest Money shall be **Rs. 5.00 lakhs**
- (16.2) Fixed Deposit Receipt must be drawn in favor of:  
**Chief Executive Officer, Varanasi Smart City Limited, Varanasi**
- (16.2) Other acceptable forms of Bid Security pledged in favor of:  
**Chief Executive Officer, Varanasi Smart City Limited, Varanasi**  
National savings certificate issued by P&T Deptt., Post Office Saving account Pass book.
- (16.3) Exemption from Earnest Money is granted to: *NONE*

(20.1) The Employer's address for the purpose of Bid submission is online submission

(20.1)1. The deadline for submission of bids shall be:

Time: 15.00 Hrs. Date: 06.12.2017

(22.1) & (22.6) The date, and time for opening of the Technical Bids online are:

**(A) Technical Bid**

Date: 07.12.2017 Time: 12.00 Hrs.

Place: Office of Chief Executive Officer Conference hall, Ground Floor,  
Nagar Nigam Siga, Varanasi-221010

**(B) Financial Bid** (For qualified bidder as) for opening online

**Date:**..... To be notified by a notice

Place: Office of Chief Executive Officer Conference hall, Ground Floor,  
Nagar Nigam Siga, Varanasi-221010

(32.1) The amount and validity period of the performance guarantee is:

Amount as BID SECURITY of the contract price

Validity Period: -As per SBD

(i) Performance security shall be valid until a date 45 days after the expiry of Defect Liability Period of 1 year after intended completion date.

(ii) Additional Performance Security for unbalanced Bid shall be valid for 45 days plus intended completion period.

Signature of Employer/ Authorized Signatory

Date:

## SECTION 3: QUALIFICATION INFORMATION

The bidder shall fulfill the following qualifying requirements:-

### I. FINANCIAL REQUIREMENTS

1. The applicant shall have average annual turnover during last 03 years on Construction of similar Works not less than 50% of the probable amount of contract.
2. Of the last 3 years as mentioned herein above, the bidder entity must have earned profit during every year.
3. The bidder shall submit Certificate and Audited balance sheet of Financial Turnover as per audited balance sheet of last 3 financial years ending 31st March 2017 duly certified by CA.
4. Applicant/Bidder having an average turnover less than 50% of the probable amount of contract.in the relevant field during last three financial years ending March, 2017 shall not be evaluated.
5. The Bidder should not have incurred any loss in every year during the last three years ending 31.03.2017

### II. TECHNICAL CRITERIA /WORK EXPERIENCE

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

1. Two similar\* completed works each costing not less than the amount equal to 50% of the estimated cost.

OR

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

*\*Similar Work: Public park/landscaping/Play grounds with Landscaping/ Park Improvement Work completed in last 5 years.*

- The Bidder shall provide completion certificate to substantiate the experience from client for above mentioned contract assignment criteria.
- Contractor shall have experience of at least 10 years

### KEY PROFESSIONALS:

S.NO.	POSITION	NOS	QUALIFICATION AND EXPERIENCE
1.	Project Manager	01	B. Tech (Civil engineering) 10 Year Experience on site in similar work
2.	Site engineer	02	Diploma (Civil) 10 Year Experience on site in similar work
3.	Site supervisor	04	Diploma (Civil) 5 Year Experience on site in similar work
4.	Horticulturist	01	M.Sc. ( horticulture/ agriculture) 8 Year Experience in similar work.

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

#### Notes on Form of Qualification Information

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

## 1. INDIVIDUAL BIDDERS

1.1	Constitution or legal status of Bidder Place of registration: Principal place of business: Power of attorney of signatory of Bid	[attach copy]  _____  _____  _____  [Attach]
1.2	Total annual volume of redevelopment and landscaping work executed and payments received in the last five years preceding the year in which bids are invited. (Attach certificate from Chartered Accountant)	(Rs. In Lacs)

1.3.1	Work performed as prime Contractor (in the same name and style) on redevelopment & landscaping works of a similar nature and volume over the last five years. Attach certificate from the Engineer-in-charge.
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Project Name	Name of Employer	Description of work	Value of contract	Contract No.	Date of Issue of work order	Stipulated Date of Completion	Actual Date of Completion	Remarks explaining reasons for Delay. if any
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)

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

#### A. Existing commitments and on-going redevelopment and landscaping of park works:

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

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

**B. Works for which bids already submitted:**

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

\* Attach certificate (s) from the Engineer - In – Charge 1.4 Availability of Major items of Contractor's Equipment proposed for carrying out the Works. List all information requested below. Refer also to Clause 4.2(d) and Clause 4.4 b (b) of the Instructions to Bidders.

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

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

Position	Name	Qualification	Years of experience		
			Civil works of Parks	Horticulture Works	Other


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

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

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

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

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

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_



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

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_
- 4. \_\_\_\_\_
- 5. \_\_\_\_\_

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

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

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

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SAMPLE FORMAT FOR EVIDENCE OF ACCESS TO OR AVAILABILITY OF CREDIT  
FACILITIES

**BANK CERTIFICATE**

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

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

Signature of Senior Bank Manager .....

Name of the senior Bank Manager .....

Address of the Bank.....

Stamp of the Bank

**Note:** Certificate should be on the letterhead of the bank

Undertaking From bidders to Invest minimum 10% of the Value of the work.

Name of Work: - .....

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

Date :-

Place :-

Signature of Contractor.

## SECTION 4: CONDITIONS OF CONTRACT

### I. PART – I: GENERAL CONDITIONS OF CONTRACT

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

#### Notes on Conditions of Contract:

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

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

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

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## A. GENERAL

### 1. Definitions

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

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

Compensation Events are those defined in Clause 40 hereunder.

The Completion Date is the date of completion of the Works as certified by the Engineer, i.e. 09 months from the date of signing of contract including rainy season and Operation and maintenance for 60 months.

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

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

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

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

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

Days are calendar days; months are calendar months.

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

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

The Defects Liability Period is five year calculated from the Completion Date.

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

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

The Engineer is the person named in the Contract Data (or any other competent person appointed by the Employer and notified to the Contractor, to act in replacement of the Engineer) who is responsible for supervising the execution of the Works and administering the Contract.

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

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

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

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

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

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

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

Specification means the Specification of the Works included in the Contract and any modification or addition

made or approved by the Engineer.

The Start Date is given in the Contract Data. It is the date when the Contractor shall commence execution of the Works. It does not necessarily coincide with any of the Site Possession Dates.

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

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

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

The Works, as defined in the Contract Data, are what the Contract requires the Contractor to construct, install, maintain, and turn over to the Employer. Routine maintenance is defined separately.

## **2. Interpretation**

- 2.1 In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Engineer will provide instructions clarifying queries about these Conditions of Contract.
- 2.2 If sectional completion is specified in the Contract Data, references in the Conditions of Contract to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).
- 2.3 The documents forming the Contract shall be interpreted in the following order of priority:
  - (1) Agreement,
  - (2) Notice to Proceed with the Work,
  - (3) Letter of Acceptance,
  - (4) Contractor's Bid,
  - (5) Contract Data,
  - (6) Special Conditions of Contract Part II,
  - (7) General Conditions of Contract Part I,
  - (8) Specifications,
  - (9) Drawings,
  - (10) Bill of Quantities, and
  - (11) Any other document listed in the Contract Data.

## **3. Language and Law.**

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

## **4. Engineer's Decisions**

- 4.1 Except where otherwise specifically stated, the Engineer will decide contractual matters between the Employer and the Contractor in the role representing the Employer. However, if the Engineer is required under the rules and regulations and orders of the Employer to obtain approval of some other authorities for specific actions, he will so obtain the approval.
- 4.2 Except as expressly stated in the Contract, the Engineer shall not have any authority to relieve the Contractor of any of his obligations under the contract.

## **5. Delegation**

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

## **6. Communications**

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

## **7. Subcontracting**

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

## **8. Other Contractors**

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

## **9. Personnel**

- 9.1 The Contractor shall employ for the construction work and routine maintenance the technical personnel named in the Contract Data or other technical persons approved by the Engineer. The Engineer will approve any proposed replacement of technical personnel only if their relevant qualifications and abilities are substantially equal to or better than those of the personnel stated in the Contract Data.
- 9.2 If the Engineer asks the Contractor to remove a person who is a member of the Contractor's staff or work force, stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the Works in the Contract.
- 9.3 The Contractor shall not employ any retired Gazetted officer who has worked in the Engineering Department of the State Government and has either not completed two years after the date of retirement or has not obtained State Government's permission to employment with the Contractor.

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

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

## **11. Employer's Risks**

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

## **12. Contractor's Risks**

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

## **13. Insurance**

- 13.1 The Contractor at his cost shall provide, in the joint names of the Employer and the Contractor, insurance cover from the Start Date to the date of completion, in the amounts and deductibles stated in the Contract Data for the following events which are due to the Contractor's risks:
  - a) loss of or damage to the Works, Plant and Materials;
  - b) loss of or damage to Equipment;
  - c) loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract; and
  - d) Personal injury or death.
- 13.2 Insurance policies and certificates for insurance shall be delivered by the Contractor to the Engineer for the Engineer's approval before the completion date/ Start Date. All such insurance shall provide for compensation



to be payable in Indian Rupees to rectify the loss or damage incurred.

13.3 The Contractor at his cost shall also provide, in the joint names of the Employer and the Contractor, insurance cover from the date of completion to the end of defect liability period, in the amounts and deductibles stated in the Contract Data for the following events which are due to the Contractor's risks:

(a) Personal injury or death.

13.4 Insurance policies and certificates for insurance shall be delivered by the Contractor to the Engineer for the Engineer's approval before the completion date/ start date. All such insurance shall provide for compensation to be payable in Indian Rupees.

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

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

#### **14. Site Investigation Reports**

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

#### **15 Queries about the Contract Data**

15.1 The Engineer will clarify queries on the Contract Data.

#### **16 Contractor to Construct the Works**

16.1 The Contractor shall construct, and install and maintain the Works in accordance with the Specifications and Drawings.

16.2 The contractor shall construct the works with intermediate technology, i.e., by manual means with medium input of machinery required to ensure the quality of works as per specifications. The contractor shall deploy the equipment and machinery as given in Contract Data.

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

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

#### **18 Approval by the Engineer**

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

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

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

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

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

#### **19 Safety**

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

## **20 Discoveries**

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

## **21 Possession of the Site**

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

## **22. Access to the Site**

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

- a. The Engineer
- b. The Employer
- c. The Ministry of Rural Development, Government of India.

## **23 Instructions**

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

## **24 Dispute Redressal System**

24.1 If any dispute or difference of any kind what-so-ever shall arises in connection with or arising out of this Contract or the execution of Works or maintenance of the Works there under, whether before its commencement or during the progress of Works or after the termination, abandonment or breach of the Contract, it shall, in the first instance, be referred for settlement to the competent authority, described along with their powers in the Contract Data, above the rank of the Engineer, The competent authority shall, within a period of forty-five days after being requested in writing by the Contractor to do so, convey his decision to the Contractor. Such decision in respect of every matter so referred shall, subject to review as hereinafter provided, be final and binding upon the Contractor. In case the Works is already in progress, the Contractor shall proceed with the execution of the Works, including maintenance thereof, pending receipt of the decision of the competent authority as aforesaid, with all due diligence.

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

## **25 Procedure for Resolution of Disputes**

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

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

final and binding.

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

(a) In case of a decision of the Competent Authority in a dispute or difference arising between the Employer and a Contractor relating to any matter arising out of or connected with this Agreement, the matter will be referred to an Arbitral Tribunal. The Arbitral Tribunal shall consist of three Arbitrators, one each to be appointed by the Employer and the contractor. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the parties and shall act as presiding Arbitrator.

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

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

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

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

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

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

## B. TIME CONTROL

### 26 Programme

26.1 Within the time stated in the Contract Data, the Contractor shall submit to the Engineer for approval a Program showing the general methods, arrangements, order, and timing for all the activities in the Works, along with monthly cash flow forecasts for the construction of works.

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

26.3 An update of the Program shall be a program showing the actual progress achieved on each activity and the

effect of the progress achieved on the timing of the remaining Works, including any changes to the sequence of the activities.

- 26.4 The Contractor shall submit to the Engineer for approval an updated Program at intervals of 60 Days no longer than the period stated in the Contract Data. If the Contractor does not submit an updated Program within this period, the Engineer may withhold the amount stated in the Contract Data from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program has been submitted.
- 26.5 The Engineer's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Engineer again at any time. A revised Program shall show the effect of Variations and Compensation Events.

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

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

## **28 28. Delays Ordered by the Engineer**

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

## **29 Management Meetings**

- 29.1 The Engineer may require the Contractor to attend a management meeting. The business of a management meeting shall be to review the plans for the Works.
- 29.2 The Engineer shall record the business of management meetings and provide copies of the record to those attending the meeting. The responsibility of the parties for actions to be taken shall be decided by the Engineer either at the management meeting or after the management meeting and stated in writing to all those who attended the meeting.

## **C. QUALITY CONTROL**

### **30 30. Identifying Defects**

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

### **31 Tests**

- 30.2 For Carrying out mandatory tests as prescribed in the specification. The Contractor shall establish field laboratory at the location decided by Engineer. The field laboratory will have minimum equipment's as specified in the Contract Data. The contractor shall be solely responsible for :
- a. Carrying out the mandatory tests prescribed in the Specifications, and
  - b. For the correctness of the test results, whether preformed in his laboratory or elsewhere.
- 30.3 If the Engineer instructs the Contractor to carry out a test not specified in the Specification/ Rural Roads Manual to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples.

### **32 Correction of Defects noticed during the Defect Liability Period for One year.**

- 30.4 The Engineer shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion of work. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.
- 30.5 Every time notice of Defect/Defects is given, the Contractor shall correct the notified Defect/Defects within the duration of time specified by the Engineer's notice.
- 30.6 The RFI system will be followed for execution of work.

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

- 31.1 If the Contractor has not corrected a Defect pertaining to the Defect Liability Period under clause 32.1 and of these Conditions of Contract, to the satisfaction of the Engineer, within the time specified in the Engineer's notice, the Engineer will assess the cost of having the Defect corrected, and the Contractor will pay this amount, on correction of the Defect.

## **D. COST CONTROL**

### **34 34. Bill of Quantities**

- 34.1 The Bill of Quantities shall contain items for the construction, installation, testing, and commissioning, maintaining works, and lump sum figures for yearly routine maintenance for each of the five years separately, to be done by the Contractor.
- 34.2 The Bill of Quantities is used to calculate the Contract Price. The Contractor is paid for the quantity of the work done at the rate in the Bill of Quantities for each item for the construction of road and junctions. The payment to the Contractor is performance based for routine maintenance of road and junctions.

### **35 Variations**

- 35.1 The Engineer shall, having regard to the scope of the Works and the sanctioned estimated cost, have power to order, in writing, Variations within the scope of the Works he considers necessary or advisable during the

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

### **36 Payments for Variations**

- 36.1 If rates for variation items are specified in Bill of Quantity, the contractor shall carry out such work at the same rate. This shall apply for variation only up to the limit prescribed in the contract data. If the variation exceeds this limit, the rates shall be derived under the provision of clause 36.3 for quantities (higher or lower) exceeding the deviation limit.
- 36.2 If the rates for Variation are not specified in the Bill of Quantities, the Engineer shall derive the rate from similar items in the Bill of Quantities.
- 36.3 If the rate for Variation item cannot be determined in the manner specified in Clause 36.1 or 36.2, the Contractor shall, within 14 days of the issue of order of variation work, inform the Engineer the rate which he proposes to claim, supported by analysis of the rates. The Engineer shall assess the quotation and determine the rate based on prevailing market rates within one month of the submission of the claim by the Contractor. As far as possible, the rate analysis shall be based on the standard data book and the current schedule of rates of the district public works division. The decision of the Engineer on the rate so determined shall be final and binding on the Contractor.

### **37 Cash Flow Forecasts**

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

### **38 Payment Certificates**

- 38.1 The payment to the contractor will be as follows for construction work:
- a) The Contractor shall submit to the Engineer fortnightly/ monthly statements of the value of the work executed less the cumulative amount certified previously supported with detailed measurement of the items of work executed in measurement books authorized by UP. P.W.D.
  - b) The Engineer shall check the Contractor's fortnightly/monthly statement within 14 days and certify the amount to be paid to the Contractor.
  - c) The value of work executed shall be determined, based on measurements by the Engineer.
  - d) The value of work executed shall comprise the value of the quantities of the items in the Bill of Quantities completed.
  - e) The value of work executed shall also include the valuation of Variations and Compensation Events.
  - f) The Engineer may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.
  - g) The Payment of final bill shall be governed by the provisions of clause 50 of GCC.

### **39 Payments**

- 39.1 Payments shall be adjusted for deductions for advance payments security deposit, other recoveries in terms of the Contract and taxes at source, as applicable under the law. The Engineer shall pay the Contractor the amounts he had certified within 15 days of the date of each certificate.

- 39.2 The Employer may appoint another authority, as specified in the Contract Data (or any other competent person appointed by the Employer and notified to the contractor) to make payment certified by the Engineer.
- 39.3 Items of the Works for which no rate or price has been entered in the Bill of Quantities, will not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.

#### **40 Compensation Events**

- 40.1 The following shall be Compensation Events unless they are caused by the Contractor
- a) The Engineer orders a delay or delays exceeding a total of 30 days.
  - b) The effects on the Contractor of any of the Employer's Risks.
- 40.2 If a Compensation Event would prevent the Works being completed before the Intended Completion Date, the Intended Completion Date shall be extended. The Engineer shall decide whether and by how much the Intended Completion Date shall be extended.

#### **41 Tax**

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

#### **42 Currencies**

All payments will be made in Indian Rupees.

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

- 43.1 The Employer shall retain security deposit of 5% of the amount from each payment due to the Contractor until completion of the whole of the construction Work. No. security deposit/ retention shall be retained from the payments for Routine maintenance of Works.
- 43.2 On the completion of the whole of the construction Work half the total amount retained as Security Deposit is repaid to the contractor and half when the defect liability period has passed and the Engineer has certified that all defects notified by the Engineer to the contractor before the end of his period have been corrected.
- 43.3 The additional performance security for unbalanced bids as detailed in Clause 51 of Conditions of Contract is repaid to the contractor when the construction work is complete.
- 43.4 The performance security equal to the ten percent of the contract price in Clause 51 of Conditions of contract is repaid to the contractor when the period of five years fixed or defect liability period is over and the Engineer has certified that the contractor has satisfactorily carried out the Works.
- 43.5 If the Contractor so desires then the Security Deposit can be converted into any interest bearing security of schedule commercial bank in the name of the Employer or National Saving Certificates duly pledged in favor of the Employer for Defect Liability Period.

#### **44 Liquidated Damages**

- 44.1 The Contractor shall pay liquidated damages to the Employer at the rate per week or part thereof stated in the Contract Data for the period that the Completion Date is later than the Intended Completion Date. Liquidated damages at the same rate shall be withheld if the Contractor fails to achieve the milestones prescribed in the Contract Data. However, in case the Contractor achieves the next milestone the amount of the liquidated damages already withheld shall be restored to the Contractor by adjustment in the next payment certificate. The total amount of liquidated damages shall not exceed the amount defined in the Contract Data. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's other liabilities.
- 44.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Engineer shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate.

#### **45 Advance Payment**

- 45.1 The Employer will make the following advance payment to the contractor against provision by the Contractor of an Unconditional Bank Guarantee in a form and by a Commercial bank acceptable to the Employer in amounts equal to the advance payment:
- a. Mobilization advance up to 5 percent of the contract price.
  - b. Equipment advance up to 90 percent of the cost of the new equipment brought to the site, subjects to a maximum of 10 percent of the contract price.
- The guarantee shall remain effective until the advance payment has been repaid, but the amount of the guarantee shall be progressively reduced by the amounts repaid by the Contractor. Interest will not be charged on advance payment.
- 45.2 The Contractor is to use the advance payment only to pay for Equipment, plant and mobilization expenses required specifically for execution of works. The Contractor shall demonstrate the advance payment has been used in this way by supplying copies of invoices or other documents to the Engineer.
- 45.3 The advance payment shall be repaid by deducting proportionate amounts from payments otherwise due to the Contractor for the construction work, following the schedule of completed percentage of the work on payment basis. No account shall be taken of the advance payment or the repayment in assessing valuation of work done. Variations, price adjustments, Compensation events or liquidated damages.

#### **46 Securities**

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

#### **47 Cost of Repairs**

- 47.1 Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the



end of the Defects Correction periods shall be remedied by the Contractor at his cost if the loss or damage arises from the Contractor's acts or omissions.

## **E. FINISHING THE CONTRACT**

### **48 Completion of Construction and Maintenance**

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

### **49 Taking Over**

49.1 The Employer shall take over the works within seven days of the Engineer issuing a certificate of completion of works.

### **50 Final Account**

50.1 The contractor shall supply the Engineer with a detailed account of the total amount that the Contractor considers payable for works under the contract within 21 days of issue of certificate of completion of construction of works. The Engineer shall issue a defect liability certificate and certify any payment that is due to the correct and complete. If the account is not correct or complete, the engineer shall issue within 42 days a schedule that states the scope of the corrections or additions that are necessary. If the account is still unsatisfactory after it has been resubmitted, the Engineer shall decide on the amount payable to the contractor and issue a payment certificate within 28 days of receiving the Contractor's revised account. The payment of final bill for construction of works will be made within 14 days thereafter.

50.2 In case the account is not received within 21 days of issue of Certificate of Completion as provided in clause 50.1 above, the engineer shall proceed to finalize the account and issue a payment certificate within 28 days. The payment of final bill for construction of works will be made within 14 days thereafter.

### **51 Operating and Maintenance Manuals**

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

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

### **52 Termination**

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

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

- a) The Contractor stops work for 28 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Engineer;
- b) The Contractor is declared as bankrupt or goes into liquidation other than for approved reconstruction or amalgamation;
- c) The Engineer gives Notice that failure to correct a particular Defect is a fundamental breach of Contract

and

- d) the Contractor fails to correct it within a reasonable period of time determined by the Engineer;
- e) The Contractor does not maintain a Security, which is required;
- f) The Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as defined in clause 44.1;
- g) The Contractor fails to provide insurance cover as required under clause 13;
- h) If the Contractor, in the judgment of the Employer, has engaged in the corrupt or fraudulent practice in competing for or in executing the Contract. For the purpose of this clause, "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in Contract execution. "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid process at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.
- i) if the Contractor has not completed at least thirty percent of the value of construction Work required to be completed after half of the completion period has elapsed;
- j) if the Contractor fails to set up a field laboratory with the prescribed equipment, within the period specified in the Contract Data; and
- k) Any other fundamental breaches as specified in the Contract Data.
- l) if the Contractor fails to deploy machinery and equipment or personnel as specified in the contract Data at the Appropriate time.

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

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

### **53 Payment upon Termination**

53.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Engineer shall issue a certificate for the value of the work done and Materials ordered less liquidated damages, if any less advance payments received up to the date of the issue of the certificate and less the percentage to apply to the value of the work not completed, as indicated in the Contract Data. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be recovered from the security deposit, and performance security. If any amount is still left un-recovered it will be a debt payable to the Employer.

53.2 If the Contract is terminated at the Employer's convenience, the Engineer shall issue a certificate for the value of the work done, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works and less advance payments received up to the date of the certificate, less other recoveries due in terms of the Contract, and less taxes due to be deducted at source as per applicable law.

### **54 Property**

54.1 All Materials on the Site, Plant, Equipment, Temporary Works, and Works shall be deemed to be the property of the Employer for use for completing balance construction work if the Contract is terminated because of

the Contractor's default, till the Works is completed after which it will be transferred to the Contractor and credit, if any, given for its use.

## **55 Releases from Performance**

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

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

### **56 Labour**

56.1 The Contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labor, local or other, and for their payment, housing, feeding and transport.

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

### **57 Compliance with Labour Regulations**

57.1 During continuance of the Contract, the Contractor and his sub Contractors shall abide at all times by all existing labor enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labor law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labor law in future either by the State or the Central Government or the local authority. Salient features of some of the major labor laws that are applicable to construction industry are given in Appendix to Part I General Condition of Contract. The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye laws/Acts/Rules/regulations including amendments, if any, on the part of the Contractor, the Engineer/Employer shall have the right to deduct any money due to the Contractor including his amount of performance security. The Employer/Engineer shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer.

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

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

58.1 The contractor shall do photography/video photography of the site firstly before the start of the work, secondly mid-way in the execution of different stages of work and lastly after the completion of the work. No

separate payment will be made to the contractor for this.

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

## 59 The Apprentices Act 1961

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

## 60 Criminals are prohibited from bidding

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

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

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

## II. CONTRACT DATA TO GENERAL CONDITIONS OF CONTRACT

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

### Clause Reference

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

1. The Employer is: [Cl.1.1]  
  
Designation: **Chief Executive Officer, VSCL, Varanasi**  
Name of authorized Representative: Dr. Nitin Bansal (IAS)  
Telephone No.(s): (Office) 0542-2227102  
Mobile No 78000 00900  
Electronic mail Identification ( E-mail ID) : [ceovscl@gmail.com](mailto:ceovscl@gmail.com)
2. The Engineer is: *To be decided by CEO, VSCL*
3. The Intended Completion Date for the whole of the Works is Nine months (09) after start of work. [Cl.1.1, 17&27]
4. The Site is located: Varanasi U.P.
5. The Start Date shall be same days after the date of issue of the Notice to Proceed with the work [Cl.1.1]
6. **SCOPE OF WORKS:** The works shall, inter-alia, include the following, as specified or as directed. **NAME OF THE WORK: \_Redevelopment and Landscaping of Four Parks (Shastri, Ravindrapuri, Gulab Bagh and Macchodari Park) Including Operation & Maintenance and Defect Liability Period for One Year in Varanasi under Varanasi Smart City Mission.**

### INTRODUCTION

1. Varanasi is a city known for its rich cultural heritage, strong historical underpinnings, religious context per year city visited by more than **59 lac** domestic and international tourists; The population of Varanasi in 2017 is forecasted to be 4.06 Million; however, city performs poorly in city livability index; pollution, - open space ratio;
2. The city lacks formal open spaces under recreational or green spaces. The presently green areas is only 5.49% of the total area. There is a need to develop green areas in the city, especially along the major road to enhance the visual quality of the city.
3. Four parks are proposed for development and rehabilitation under this RFP. These parks are located along the major road of the city.
  - Three parks are at local neighborhood scale with total area of three parks is 6048 sqm.
  - Machhodari Park has a larger catchment area at a neighborhood scale and covers approx. 12,200 sqm area

- Good accessibility in each park
  - Underutilized due to poor infrastructure and facilities
4. Design Concepts of all four parks are to cater the type of users from the surrounding area. Where possible peripheral strips are enhanced for better transition of access. Adequate lighting for night time safety has been provided. Rainwater harvesting, Public convenience where possible, 80% landscape and 20% hardscape are among other features. Lot of efforts has gone in to blending the existing structures within the park with the overall redevelopment of the park. Spirit of local eminent persons are captured wherever possible by bringing in the statements in built form. Local plants and trees form the landscape materials.

#### **OBJECTIVES:**

Main objective of the development of **Smart Park** is to provide recreational /green space to the residents as well as visitors. The aim is to cater the facility for both residents and tourists with a provision for differently abled children where possible, to encourage physical activity and to boost social interaction by:

- increase access to open space and recreational areas to the citizens of Varanasi that are safe, promote physical activity
- Improving the green cover of the city for better environmental quality while preserving the local culture and heritage
- Providing attractive and usable green spaces to the public with Special emphasis for children-friendly and elderly-friendly components and especially abled people.

#### **DETAILED SCOPE OF WORK AND SPECIFICATIONS:**

The scope of work includes Redevelopment and Landscaping of Smart Parks as per the specifications and drawings provided in this document. The Good for Construction (GOC) drawings shall be submitted to the awarded contractor by the VSCL after award of the contract.

##### **1.1 WORK UNDER THIS CONTRACT:**

Work under this Contract shall consist of furnishing all labor, materials, equipment and appliances necessary and required to completely finish including testing and commissioning of all the landscape works including earthworks, civil works, landscape lighting, electrical works, irrigation, drainage, finishing items, plantation of trees, shrubs, groundcovers, palms, climbers, etc. and maintenance of the same for the period of five years for the development of three public parks (2238 sqm, 2000 sqm, 1810 sqm, 12200 sqm) as specified in the Bill of Quantities and/or shown on the drawings.

Without restricting to the generality of the foregoing, landscape works shall include the following:

##### **A. Earthworks**

- Setting out works and carrying out confirmatory survey.
- Excavation, backfill, grading and fine dressing of earth as per levels mentioned in the drawings.

**B. Civil works**

- Setting out works and carrying out confirmatory survey.
- Redevelopment and Landscaping of pathways, steps, walls, paved sit out areas, and any other civil items as specified in the drawings.
- Redevelopment and Landscaping of feature walls, wall benches, supplies and installation of street furniture such as benches, lights, bins etc.
- Redevelopment and Landscaping of water feature structure and pump and filtration sump (if any).

**C. Landscape lighting**

- Setting out works and carrying out confirmatory survey.
- Supply, installation and commissioning of light fixtures (solar and electrical) and poles as per technical specifications and location mentioned in the drawings.
- Supply, installation and commissioning of the all-electrical works pertaining to water feature, irrigation, lights, pump and filtration of the same (if any).

**D. Landscape drainage**

- Setting out works and carrying out confirmatory survey.
- Supply, laying, jointing, testing and commissioning of slotted piped drain, catch basins and other appurtenant works including underground trenches.
- Landscape horticultural works
- Setting out works and carrying out confirmatory survey.
- Supply and planting plant material as per technical specifications and location mentioned in the drawings.
- Use of insecticides, pesticides, and manure as requirement mentioned in the detail scope of works of maintenance of horticultural works.

**E. Artistic Murals and Painting works**

- Supply required materials, preparing the surfaces, Setting out mural works on specified elements of the park, and carrying out confirmatory survey.
- Follow the theme of the murals as specified by VSCL.
- Supply required materials, Preparing the surfaces, setting out artistic painting works on specified surfaces of the parks, and carrying out confirmatory survey.
- Follow the samples of the artistic views as specified by VSCL.

**F. Pond preservation through natural hedge plants:**

- Setting out works and carrying out confirmatory survey.
- Supply, laying of border plants for purification of the water (as specified in the drawing).
- Submission of as built drawing.

**G. Rainwater Harvesting**

- Setting out works and carrying out confirmatory survey.
- Supply, laying, jointing, testing and commissioning of pipes along with specials and other allied works in parks (as specified in the drawing).
- Redevelopment and Landscaping of thrust blocks, chambers and other allied works.
- Supply, laying, Hume Pipe (as specified in the drawing).
- Submission of as built drawing.

**H. Compost Pits:** Provision of compost pit as indicated in the drawing.

**I. General**

- Work under this Contract shall be carried out strictly in accordance with the specifications devoted with the tender.
- Items not covered under these specifications due to any ambiguity or misprints or additional works, the work shall be carried out as per specifications for Buildings, roads, sanitary, plumbing, sewerage works.

**1.2 SCOPE OF WORK IN OPERATION AND MAINTENANCE:** The Scope of Work in Operation & Maintenance includes but not limited to the following:

- (1) Deployment of required labors,
- (2) Watering the Parks
- (3) Putting the lurches
- (4) Trimming the plants/shrubs in the shape in the shapes as instructed by E in C
- (5) Repair and / or replacement of materials, pumps,
- (6) Painting to grills
- (7) Maintenance of water fountains (if any)
- (8) Cleaning of benches and statues, art, paintings or any other panels, equipments.
- (9) Repainting and Repairing of the artistic murals and artistic paintings,
- (10) filling water in the tanks/ power (source will be provided by VSCL)
- (11) Maintenance of the hedge of the pond by replacing any dead plants to maintain the quality of the water.
- (12) All dead plants shall be replaced with plant of the same quality, specifications and of the present age of the plant to be replaced (i.e. Age of the planted tree on the date of plantation plus period from date of planting to the date of by replacement of the plant)
- (13) The contractor shall spray/spread of the followings with minimum quantity per month as mentioned below.
  - a) Urea/Ammonium Sulphate (30 gm/sqm)
  - b) Bone Meal (150 gm/sqm)
  - c) Potassium Sulphate or Murate of Potash ( 20gm/sqm)
  - d) Insecticides (10 ml in 10 Liter water/sqm)
  - e) DAP
  - f) Pesticides (10 ml in 10 Liter water/sqm)



g) Manure (1 cum /100 Sqm)

- (14) All leaf falls, branches, twigs, cut grass after mowing shall be deposited in layers in the compost pit (if any) as advised by VSCL. Care should be taken to cover the compost pit with grill and process for making compost shall be done by contractor.
- (15) The contractor shall manage/operate the compost pit (if any) as per relevant Standard and guidelines. Any other debris, fallen trees for whatsoever reason shall be dispose off at designated locations as instructed by Engineer –In-Charge.
- (16) The Contractor shall deploy the security guards round the clock (24x7) for managing the parks. The contractor shall be also be responsible to protect all the assets of parks including protection of damage or theft of IT and other infrastructures, equipments.
- (17) In case of any damage/theft occurs during the O & M period it shall be borne by the contractor.
- (18) The contractor shall maintain all planted areas within the landscape contract boundaries for five years from the date of handing over of the complete area (until the area is handed over in whole or in phases). The handover date shall be considered from the date of issue of completion certificate.
- (19) Maintenance shall include replacement of dead plants, watering, weeding, cultivating, control of insects, fungus and other diseases by means of spraying with an approved insecticide or fungicide, pruning, and other horticulture operations necessary for the proper growth of the plants and for keeping the landscape contract area neat in appearance.
- (20) All the underperforming plants shall also be replaced with the healthy plants of the same quality and specifications as described above for dead plants. However if Engineer In charge is convinced and feels that the underperforming plants can perform better during the balance period from the maintenance period of five years then the contractor may get this relaxation up to the completion of the maintenance period but at the end he has to replace all the underperforming plants with the healthy plants having same height and specification of the same type of plant grown in the area or as specified above for dead plants.
- (21) After the completion of defect liability period of one year the minimum heights of all the planted trees shall be as described below:
  - a) 80% of the trees should be between 12 feet to 15 feet height.
  - b) 10% of the trees should be between 6 feet to 8 feet height.
  - c) Rest of the trees shall be between the specified height (i.e.in the BOQ description of item) to 8 feet.
- (22) Submit an O & M Plan, Manual, Literature to VSCL

**1.3 PRUNING AND REPAIRS:** Upon completion of planting work under the contract, all trees should be pruned and all injuries repaired where necessary. The amount of pruning shall be limited to the minimum necessary to remove dead or injured twigs and branches and to compensate for the loss of roots and result of transplanting operations. Pruning shall be done in such a manner as not to change the natural habitat or special shape of the trees.

#### 1.4 NURSERY STOCK:

Planting should be carried out as soon as possible after reaching the site. Where planting must of necessity be delayed, care should be taken to protect the plants from pilfering or damage from people or animals. Plants with bare roots should be heeled – in as soon as received or otherwise protected from drying out, and others set closely together and protected from the wind. If planting is to be delayed for more than a week, packed plants should be unpacked, the bundles opened up and each group of plants heeled in separately and clearly labeled. If for any reason the surface of the roots becomes dry the roots should be thoroughly soaked before planting.

1.5 **PROTECTIVE FENCING:** According to local environment, shrubs shall be protected adequately from vandalism until established.

1.6 **COMPLETION:** On completion, the ground shall be formed over and left tidy.

1.7 **PLACES FOR PROCUREMENT OF PLANTS/TREES ETC MUST BE DISCUSSED AND CONSULTED WITH VSCL PRIOR TO THE PROCUREMENT.**

1.7.1 The contractor shall provide the necessary documents to support that the plants /Trees are procured from the approved Nursery.

1.7.2 Contractor have to inform and get the approval from the Engineer In charge regarding the place and Nursery for different types of trees /Ground cover etc. before placing the order of the same Regarding the transplanted trees also approval process shall remain the same. If any tree/Plant etc is not available in the above specified places / Nursery"s than contractor shall inform the Engineer In charge and also provide two / Three options of places / Nursery"s then Engineer In charge will take the decision for the places / Nursery"s to procure the trees/ Plants etc. which may or may not be from the options provided by the contactor. Decision of the Engineer In charge shall be final and binding for both the parties.

#### 1.8 PAYMENT

(a) Payment for 5 years of Operation & Maintenance shall be made on Quarterly basis upon issue of certificate by the ENGINEER IN CHARGE.

1.9 Following minimum man power shall be deployed for each park by the contractor during the maintenance period.

Sl. No.	Position/ Qualification	Nos. to be deployed
1	Sr. horticulturist – Degree (Agri/ Horti) holders with minimum experience of 3 years in the field.	1
2	Sr. Gardener (Mali); minimum experience of 4 years in the field.	1
3	Gardeners (Mali); minimum experience of 1 year in the field.	3
4	Security Guard (24 x 7)	4

1.10 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.

1.11 Scope of PMC: PMC appointed by VSCL shall support the contractor as mentioned in PMC's scope of services under their contractual agreement.

8. Section completion is [Cl. 2.2]
9. The following documents also form part of the Contract [Cl. 2.3 (11)]
10. (a) The law which applies to the Contract is the law of Union of India. [Cl. 3.1]  
 (b) The language of the Contract documents is English. [Cl. 3.1]
11. The schedule of other Contractors is attached [Cl. 8.1]
12. Key Man Power Deployment

S.NO.	POSITION	NOS.	QUALIFICATION AND EXPERIENCE
1.	Project Manager	01	B.tech (Civil engineering) 10 Year Experience on site in similar work
2.	Site engineer	02	Diploma (Civil) 10 Year Experience on site in similar work
3.	Site supervisor	04	Diploma (Civil) 5 Year Experience on site in similar work
4.	Horticulturist	01	M.Sc ( horticulture/ agriculture) 8 Year Experience in similar work.

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

Item		Amount to be insured		Deductibles
A.	Loss of or damage to the works, Plants and materials	10 % of contract value		Deductibles for insurance shall be as per latest tariff of General Insurance Company of India plus 20% of premium amount for items A, B, C & D
B.	Loss of or damage to equipments	2.5 % of contract value		
C.	Loss of or damage to property (except the works, plant, Materials, and Equipment) in Connection with the contract:	1 % of contract value		
D.	Personal injury or death	Up to contract value Rs. 2 Crores	Rs. 2 lacs per occurrences for maximum three occurrences	
		For contract value more than Rs. 2 Crores	Rs. 2 lacs per occurrences for maximum three occurrences	

13. (b) Amount and deductible for insurance are: Cl. 13.3 (a)]
14. Site investigation report [cl.14.1]  
As available with Executive Engineer (as per the allocated engineer by CEO, VSCL)
15. The key equipments/machinery for construction of works shall be:  
Not Applicable for this tender [Cl.16.2.1]
16. Competent authorities are [Cl.24.1] Chief Executive  
Officer, VSCL Varanasi
17. (a) The period for submission of the program for approval of Engineer shall be TEN days from the issue of Letter  
of Acceptance. [Cl.26.1]  
(b) The updated program shall be submitted at interval of 60 days. [Cl. 26.3]  
(c) The amount to be withheld for late submission of an updated program shall be Rs. 10,000=00 per day for  
contract value up to 2 Crore and Rs. 20,000=00 per day for contract value above Rs. 2 Crores.  
[Cl. 26.]
18. The key equipment for field laboratory shall be: Not Applicable
19. *No increase in rates of any items specified in Bill Of Quantity is allowed due to variation in quantities*  
[Cl 36.1]
20. The authorized person to make payments is *Executive Engineer Construction Division-1, VSCL, Varanasi.*  
[Cl 39.2]
21. (a) Milestone to be achieved during the contract period.  
(1) 1/8<sup>th</sup> of the value of entire contract work up to 1/4<sup>th</sup> of the period allowed for completion of  
construction.  
(2) 3/8<sup>th</sup> of the value of entire contract work up to 1/2<sup>nd</sup> of the period allowed for completion of  
construction.  
(3) 3/4<sup>th</sup> of the value of entire contract work up to 3/4<sup>th</sup> of the period allowed for completion of  
construction.
- (b)
- |  |  |
|--|--|
| Amount of liquidated damages for<br>delay in completion of works | For whole of work 1 percent of the initial<br>contract price, rounded off to the nearest<br>thousand, per week |
|--|--|
- (c)
- |   |   |
|---|---|
| Maximum limit of liquidated damages<br>for delay in completion of work. | 10 percent of the initial contract price rounded<br>off to the nearest thousand |
|---|---|
- [Cl 44.1]
22. The standard form of performance security acceptable to the employer shall be an unconditional Bank

Guarantee of the type as presented in the Bidding Documents.

23. (a) The Schedule of operating and maintenance manuals N.A [CI 51.1]  
(b) The date by which “as-built” drawings (in scale as directed) in 2 sets are required is within 28 days of issue of certificate of completion of whole or section of the work, as the case may be (including appropriate sections of the works). [CI 51.1]
24. The amount to be withheld for failing to supply “as-built” drawings by the date required is Rs. One Lac.  
[CI 51.2]
25. (a) The Period for setting up a field laboratory with the prescribe equipment is 7 (Seven) days from the days from the date of notice to start work. *Not Applicable* [CI 51.2.(i)]  
(B) The following events shall be fundamental breach of contract: “The Contractor has contravened Clause 7.1 and Clause 9 Of Part I General Condition Of Contract”  
[CI 51.2.(j)]
26. The Percentage to apply to the value of the work not completed representing the Employer’s additional cost for the completing the works shall be 20% [CI 53.1]

### III. APPENDIX TO PART I GENERAL CONDITION OF CONTRACT

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

- a) **Workmen Compensation Act 1923:** - The Act provides for compensation in case of injury by accident arising out of and during the course of employment.
- b) **Payment of Gratuity Act 1972:** - Gratuity is payable to an employee under the Act on satisfaction of certain conditions on separation if an employee has completed the prescribed minimum years (say, five years) of service or more or on death the rate of prescribed minimum days' (say, 15 days) wages for every completed year of service. The Act is applicable to all establishments employing the prescribed minimum number (say, 10) or more employees.
- c) **Employees P.F. and Miscellaneous Provision Act 1952:** The Act Provides for monthly contributions by the Employer plus workers at the rate prescribed (say, 10% or 8.33%). The benefits payable under the Act are:
  - i. Pension or family pension on retirement or death as the case may be.
  - ii. Deposit linked insurance on the death in harness of the worker.
  - iii. Payment of P.F. accumulation on retirement/death etc.
- d) **Maternity Benefit Act 1951:** - The Act provides for leave and some other benefits to women employees in case of confinement or miscarriage etc.
- e) **Contract Labor (Regulation & Abolition) Act 1970:** - The Act provides for certain welfare measures to be provided by the Contractor to contract labor and in case the Contractor fails to provide, the same are required to be provided, by the Principal Employer by Law. The principal Employer is required to take Certificate of Registration and the Contractor is required to take license from the designated Officer. The Act is applicable to the establishments or Contractor of Principal Employer if they employ prescribed minimum (say 20) or more contract labor.
- f) **Minimum Wages Act 1948:** - The Employer is to pay not less than the Minimum Wages fixed by appropriate Government as per provisions of the Act if the employment is a scheduled employment. Constructions of buildings, roads, runways are scheduled employment.
- g) **Payment of Wages Act 1936:** - It lays down as to by what date the wages are to be paid, when it will be paid and what deductions can be made from the wages of the workers.
- h) **Equal Remuneration Act 1979:** - The Act provides for payment of equal wages for work of equal nature to male and female workers and for not making discrimination against female employees in the matters of transfers, training and promotions etc.
- i) **Payment of Bonus Act 1965:** - The Act is applicable to all establishments employing prescribed minimum (say, 20) or more workmen. The Act provides for payments of annual bonus within the prescribed range of percentage of wages to employees drawing up to the prescribed amount of wages, calculated in the prescribed manner. The Act does not apply to certain establishments. The newly set-up establishments are exempted for five years in certain circumstances. States may have different number of employment size.
- j) **Industrial Disputes Act 1947:** - The Act lays down the machinery and procedure for resolution of industrial disputes, in what situations a strike or lock-out becomes illegal and what are the requirements for laying off or retrenching the employees or closing down the establishment.

- k) **Industrial Employment (Standing Orders) Act 1946:** - It is applicable to all establishments employing prescribed minimum (say, 100, or 50). The Act provides for laying down rules governing the conditions of employment by the Employer on matters provided in the Act and get these certified by the designated Authority.
- l) **Trade Unions Act 1926:** - The Act lays down the procedure for registration of trade unions of workmen and Employers. The Trade Unions registered under the Act have been given certain immunities from civil and criminal liabilities.
- m) **Child Labor (Prohibition & Regulation) Act 1986:** - The Act prohibits employment of children below 14 years of age in certain occupations and processes and provides for regulations of employment of children in all other occupations and processes. Employment of child labor is prohibited in building and construction industry.
- n) **Inter-State Migrant Workmen's (Regulation of Employment & Conditions of Service) Act 1979:** - The Act is applicable to an establishment which employs prescribed minimum (say, five) or more inter-state migrant workmen through an intermediary (who has recruited workmen in one state for employment in the establishment situated in another state). The Inter-State migrant workmen, in an establishment to which this Act becomes applicable, are required to be provided certain facilities such as Housing, Medical-Aid, Traveling expenses from home up to the establishment and back etc.
- o) **The Building and Other Construction workers (Regulation of Employment and Conditions of Service) Act 1996 and the Cess Act of 1996:** - All the establishments who carry on any building or other construction work and employs the prescribed minimum (say, 10) or more workers are covered under this Act. All such establishments are required to pay cess at the rate not exceeding 2% of the cost of construction as may be modified by the Government. The Employer of the establishment is required to provide safety measures at the building or construction work and other welfare measures, such as canteens, first-aid facilities, ambulance, housing accommodations for workers near the work place etc. The Employer to whom the Act applies has to obtain a registration certificate from the Registering Officer appointed by the Government.
- p) **Factories Act 1948:** - The Act lays down the procedure for approval of plans before setting up a factory, health and safety provisions, welfare provisions, working hours, annual earned leave and rendering information regarding accidents or dangerous occurrences to designated authorities. It is applicable to premises employing the prescribed minimum (say, 10) persons Or more with aid of power or another prescribed minimum (say, 20) or more persons without The aid of power engaged in manufacturing process.
- q) **Arbitration and Conciliation Act, 1996:** - The Act lays down the procedure for appointment of Arbitrator, Arbitration and conciliation, Jurisdiction of Arbitral Tribunals, Recourse against Arbitral award appeals.

#### IV. PART – II: SPECIAL CONDITIONS OF CONTRACT

1. Contractors are advised to inspect the site of work before tendering.
2. All the works shall be carried out as per UPPWD/DSR 2016 and INTACH Toolkit specifications/ detailed specification and instruction of Engineer-in-charge.
3. The conditional tender shall be liable to rejected.
4. Hiding of any information by contractor will result in rejection of his tender.
5. The quantities are liable to vary on either side to any extent as per actual requirement of work for which no claim whatsoever by the contractor shall be entertained.
6. Job mix for all granular and bituminous works will have to be got prepared from reputed institute as directed by Engineer-in-charge and submitted for approval by competent authority. The entire ingredient required for job mix will be collected and sealed in presence of Engineer-in-charge and sent for preparation of job mix. If during execution of work there is change in grading of stone Aggregate, fresh job mix is to be got prepared.
7. Not Applicable
8. Any recovery imposed by Technical Audit cell or by higher authority will be deducted from contractors running final bills during execution of works and will be adjusted from performance security if final bill is processed during defect liability period.
9. All the defects appeared' during execution of work will have to be rectified as directed by Engineer in charge within shortest possible time. During defect liability period contractor will be deploy sufficient technical staff as mention in contract document for, proper maintenance of work. If contractor fails to attend the defects. Within reasonable time period, the same will be attended by department and all expenses so incurred will be adjusted from performance security of contractors.
10. The contractor will adopt PERT to complete the project in time. A detailed program and weekly working program will have to be submitted by contractor regularly.
11. NA
12. NA



## SECTION 5: SPECIFICATIONS

### I. LOCATION OF FOUR PARKS



## 1. Gulab Bagh

**Gulab Bagh** is a neighborhood park situated in Sagra neighborhood opposite Sagra Thana. It abuts the Fatman Road to the west, Max Fashion Store to the north, and residential buildings to the east and south. The park is situated in a predominantly residential neighborhood, interspersed with commercial and institutional uses. Typically, the commercial uses are in the form of strip development along the roads. The total area of the park is 2,000 sq.mt.

**Coordinates:** 25°19'6.03"N, 82°59'28.43"



## 2. Shastri Park

**Shastri Park** is a neighborhood park situated in Sagra neighborhood opposite IP Mall. The park is situated in a predominantly commercial neighborhood, intersected with residential and religious uses. The total area of the park is 2238 sq.mt.

**Coordinates:** 25°18'58.16"N, 82°59'25.58"E



## 3. Ravindrapuri Park

**Ravindrapuri park** is a neighborhood park situated in the Ravindrapuri area, opposite the Shakumbhari Commercial Complex. It abuts the peace point to the south and residential buildings from the rest of three sides. The park is situated in a predominantly residential neighborhood. The total area of the park is 1810 sq.mt.

**Coordinates:** 25°17'45.16"N, 83° 0'5.75"E





#### 4. Machhodari Park

**Machhodari Park** is situated in Machhodari near *Vishweshwar Ganj*. Park is in oval shape and abuts Ravindranath Tagore road from all the side. The predominantly surrounded with low income residential building with commercial and uses. Typically, the commercial uses are in the development along the roads. The total area of 12,200 sq.mt.

**Coordinates:** 25°19'13.91"N, 83° 1'16.00"E

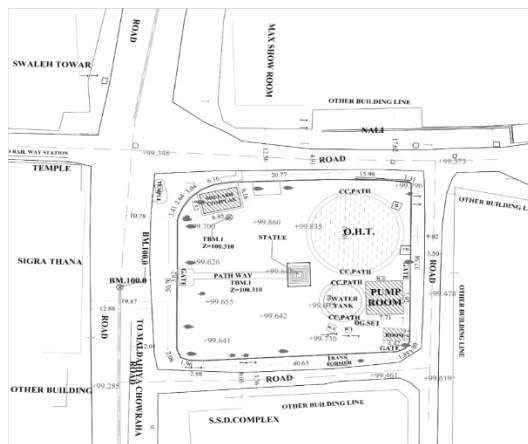


the park is group institutional form of strip the park is

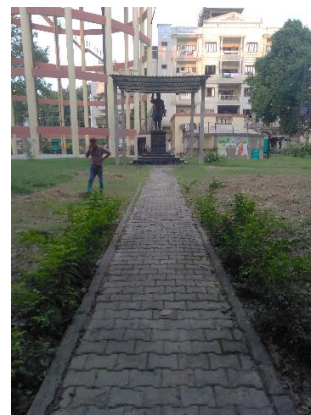
### II. EXISTING CONDITIONS OF THE SITES

#### 1. Gulab Bagh

Gulab Park is currently underdeveloped and underutilized. A water tank serving the local neighborhood covers approximately 50 % percent of the total park area. One Sulabh Toilet Complex is also exist in park. The condition of landscaping and vegetation in the park is of moderate quality. The path leading towards Subhash Chandra Bose statue is in good condition. The current design of the park does not promote active and unattractive for passive recreation.



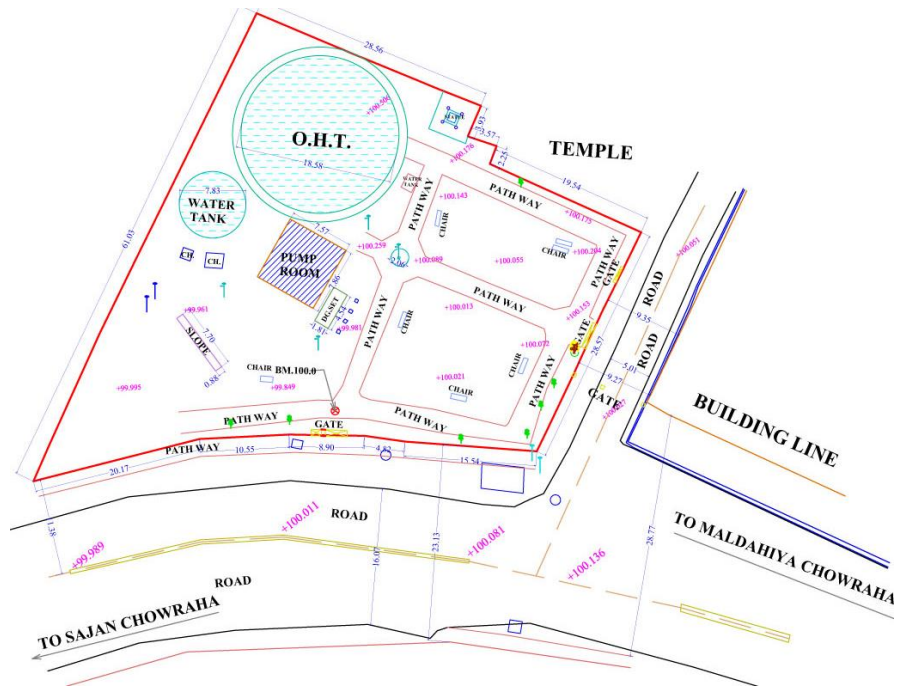
*Irregular grass patches*



*Existing path leading towards statue*

#### 2. Shastri Park

**Shastri Park** is currently underdeveloped. A water tank serving the local neighborhood covers approximately 35 % percent of the total park area. The current vegetation of the park create monotonous effect. Pathway of the park is in bad condition and discontinued. The current design of the park does not promote active and passive recreation.



*Irregular Grass Patches and Broken Benches*



*Existing Overhead Tank*

### 3. Ravindrapuri Park

Ravindrapuri park is partially developed and current vegetation of the park is in good condition but create monotonous effect. Front boundary wall of the park is partially broken and side boundary wall is in good condition.



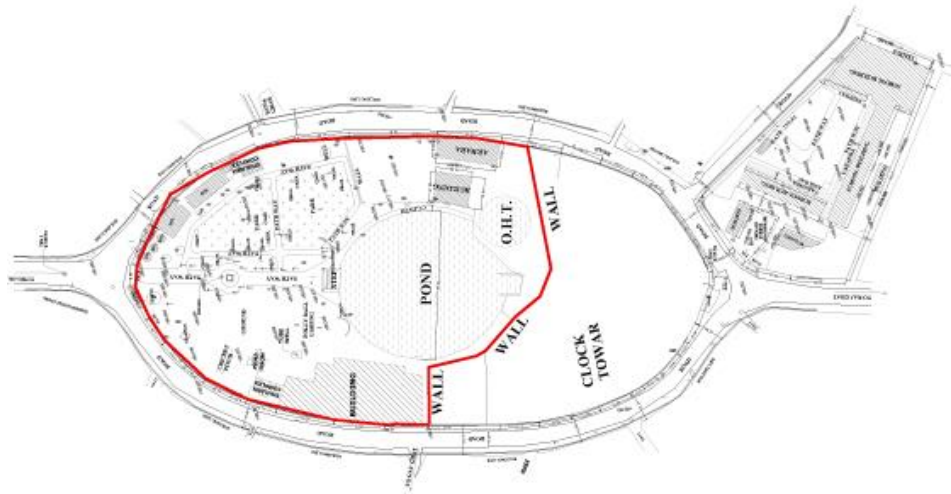
### 4. Machhodari Park

Machhodari Park is currently partially developed. A fish pond has area around 2500 sqm also exist on the site. The existing structure on the site include:

- 2 Sulabh Toilet
- 2 Pump Room
- CRPF Building
- Akhara
- Overhead Tank
- 1 well

Current vegetation of park includes patches of grass, palm trees and some shady trees. The current condition of the park does not promote active recreation in the park.





*Fish Pond*



*Undeveloped area with grass patch*

### III. DESIGN BASIS

The proposed concept of the park is to elevate it to an active recreational area serving a wide range of users including – youth, elders, physically challenged persons, local residents and visitors. The design will promote usability of park throughout the year and during all opening hours to promote maximum utilization of the park facility. Local culturally sensitive art, materials and equipment will be promoted in keeping with the HRIDAY guidelines. The emphasis is in rebuilding a park finished to a high quality and standards comparable to global cities. The landscaping, materials and textures are selected to demonstrate that refinement and augmentation of a typical park in Varanasi into a public space of 21<sup>st</sup> century.

### IV. CONSULTATIONS

**SITE POTENTIALS:** All Parks are located in important areas and along the major road of the city. The high accessibility and high visibility of the parks is ideal for improvements to design and transform its character into a multi-functional space catering to the local residents and visitors to the commercial and institutional zones as well.

**STAKEHOLDER CONSULTATIONS:** The proposed design concept of the park has emerged from the stakeholder consultations. The main design elements desired by the community during these consultations are: Walking/ jogging track, Kids play area, Open gym for youth, Shaded seating, Drinking water facility, Mural & paintings, Flower and shady tree, Cricket pitch, Solar lighting for respective parks.

## V. TECHNICAL SPECIFICATIONS

### 1.1 Sign Board (Project information)

- The Contractor shall provide few sign boards at the site of works of approved size and designs, which provides.
- The name of the project
- The name and address of the Employer, the contractor and the PMC appointed for the project.
- The name and short description about the projects
- The amount of contract price
- Starting and completion dates
- Such signboards shall be located at places in the project coverage area as directed by the Engineer. Contractor shall take care of signboards and replace it in case of loss, damage, theft etc. The signboard may be in English / Hindi or both as directed by the Engineer.

### 1.2 Sampling and Testing during Redevelopment and Landscaping

The Contractor shall be responsible to develop a quality control program as per IS Codes and to provide all necessary materials, apparatus, instruments, equipment, facilities and qualified staff for sampling, testing and quality control of the materials and the works under the Contractor. Without limiting the generality of the foregoing, the Contractor shall arrange for routine sampling, testing and reporting, as required, through a certified independent testing laboratory acceptable to the Employer.

All costs of such sampling, testing and reporting of test results will be borne by the Contractor, and the Contractor shall include sufficient provisions in his tendered rates to allow for sampling and laboratory testing under the direction of the Engineer In- Charge.

### 1.3 Order of Precedence, Clarifications and Interpretation

When the various specifications and codes referred to in preceding portion are at variance with these specifications and with each other, the order of precedence will be Bill of Quantities (BOQ), Technical specifications and Drawings.

The attention of the bidder is drawn to those clauses of these specifications and of BIS codes, which may require either clarification by Engineer, or the mutual agreement of employer and contractor. In such cases it is the responsibility of the contractor to seek clarification on any uncertainty and obtain prior approval of the Engineer during pre-bid meeting before taking up the supply/Redevelopment and Landscaping.

### 1.4 Submittals

Materials, product data and equipment schedule

- All specifications, diagrams, samples, drawings and such other data shall be provided by the Contractor, in a format to be agreed with the Employer, which may be required to demonstrate compliance with the specification. This shall include but not limited to the following information:
- Originals of catalogues and engineering data sheets for manufactured items; each item and option to be provided shall be clearly marked and each item not to be provided shall be deleted.
- Literature to show that products provided meet the requirements for material, Redevelopment and Landscaping, operation and testing.
- Information on the following items as a minimum:
- Pipes; pipe jointing systems, manhole covers and frames, chamber covers and frames etc.
- Manufacturer's installation instructions for all items.
- Certified reports for all tests and inspections designated herein, signed and sealed, showing full compliance with referenced standards.
- Maintenance requirement and procedures.
- Period of guarantee for the products.
- Operation manual

## 1.5 Approval of material

Approval of all sources of material for works shall be obtained in writing from the E in C before their use on the project.

The Contractor at no extra cost will submit raw and processed samples of all materials.

## 1.6 Completion Drawings / As Built Drawing

On completion of work, Contractor shall submit one complete set of original tracings developed in Auto CAD, soft copy in CD in PDF as well as editable form and two prints of "Completion/As Built" drawings to the E in C. These Drawings shall be accurate and correct in all respects and shall be shown to and approved by the E in C. These drawings shall have but not limited to the following information:

- All specifications, diagrams, samples, drawings and such other data shall be provided by the Contractor, in a format to be agreed with the Employer, which may be required to demonstrate compliance with the specification. This shall include but not limited to the following information:
- Originals of catalogues and engineering data sheets for manufactured items; each item and option to be provided shall be clearly marked and each item not to be provided shall be deleted.
- Literature to show that products provided meet the requirements for material, Redevelopment and Landscaping, operation and testing.
- Information on the following items as a minimum:
- Pipes; pipe jointing systems, manhole covers and frames, chamber covers and frames etc
- Manufacturer's installation instructions for all items.
- Certified reports for all tests and inspections designated herein, signed and sealed, showing full compliance with referenced standards.
- Maintenance requirement and procedures.
- Period of guarantee for the products.



- Operation manual
  - a. Civil works
    - i. Plan showing services crossing i.e pipes, cables below paved areas.
    - ii. Plan showing final location, demarcation of wall benches, street furniture such as benches, lights, bins etc.
    - iii. Plan showing location of water feature structure and underground sump for fountain pump with capacity and filtration system specifications and underground tank
  - b. Landscape lighting
    - i. Plan showing circuit diagram, light fixtures, operational specifications, crossings, switch box, tap points for electrification along with technical specifications of the parks/open spaces.
    - ii. Plan showing all electrical works pertaining to water feature, lights, pump and filtration of the same.
  - c. Landscape drainage
    - i. L-section showing the G.L, I.L, slope, top of drain, connecting level of the branch lines etc.
  - d. Landscape horticultural works
    - i. Plan indicating final placement of plant material such as trees, palms, shrubs, climbers and ground covers as per site development.
    - ii. Maintenance schedule to be adopted for the upkeep of the green spaces. Listing out the periodic use of insecticides, pesticides, and manure.
    - iii. Detail of manpower class wise, tools and tickles, machinery made available at the site during of maintenance of horticultural works.

Contractor shall provide four sets of catalogues, performance data and list of spare parts together with the name and address of the manufacturers for all electrical and mechanical equipment provided by him and installed in the Project.

All “Warranty cards” given by the manufacturers shall be handed over to the Engineer-In Charge. Completion certificate shall not be issued unless the as-built drawings are submitted as indicated above.

## 1.7 Materials

- a. All materials used in the works shall conform strictly to the Tender specifications.
- b. All materials, as specified shall be used with the approval of the Engineer –In- Charge.
- c. Unless otherwise specified and expressly approved in writing by the VSCL Engineer- In- Charge (E in C).

## 1.8 Quality control on works and material

- (i) The contractor shall be responsible for the quality of the works in the entire Redevelopment and Landscaping works within contract. The contractor shall, therefore, have own independent and adequate set up for ensuring same.

- (ii) The Engineer in charge shall inspect the work from time to time during and after Redevelopment and Landscaping and ascertain the quality of the work tested (by contractor Testing and Quality Control Units or by any other agency deemed fit by him and approved by the E in C generally as per the requirements of BIS standards. Additional tests may also be conducted where, in the opinion of the E in C, need for such test exists.
- (ii) The contractor shall provide necessary cooperation and assistance in obtaining the samples for tests and carrying out the field tests as required by the Engineer from time to time. This may include provision of labor, attendance, assistance in packing and dispatching and any other assistance considered necessary in connection with the tests.
- (iii) Similar permission from the Engineer in charge shall be obtained in respect of other items of work prior to proceeding with the next stage of Redevelopment and Landscaping. The Contractor shall offer the Engineer any sequential work Ready for Inspection (RFI) after the said work has been certified by his Engineer in Charge as ready to proceed with.
- (iv) The contractor shall carry out modification in procedure of work, if any, as directed by the Engineer in charge during inspection.
- (v) For testing of samples of soil, soil mix, aggregates, manhole & pit covers / gratings etc. samples as required by standards shall be furnished by the Contractor. All the test as required or instructed by Engineer in Charge shall be carried out by contractor at their own cost.
- (vi) For cement, reinforcing steel and similar other materials where essential tests are to be carried out at the manufacturer's plants or at laboratories the cost of samples, sampling, testing and furnishing of test certificates shall be borne by the Contractor. He shall also furnish the test certificates to the Engineer in Charge. All materials shall be tested to relevant BIS codes.
- (vii) Where the Engineer considers that in the interest of the control of the quality on materials or workmanship, modifications, if any, are necessary, the contractor shall carry out such modifications.

## VI. TECHNICAL SPECIFICATIONS

### 1.1 General Requirements

- I. The contractor shall be verification of ground reality prior to execution of work. The contractor shall carry out validation and verify the Topographical survey of the proposed work to establish final alignment of structures. Reference bench mark will be shown at site and level value of the same will be provided to the contractor by the E in C for carrying out topographical survey. The contractor shall furnish updated map and level information. The revised drawings shall be used for implementation of the task.
- II. All landscape works including civil, drainage, lighting and irrigation, pipes and fittings and appurtenance shall be laid at proper depths or to the required slopes in a neat workman like manner.

## 1.2 Alignment and Grade

All landscape works, civil, lighting and drainage system shall be laid to alignment and gradient shown on the drawings but subject to such modifications as shall be ordered by the E in C from time to time to meet the requirements of the works at site. No deviations from the lines, depths of cutting or gradients as shown on the plans and sections shall be permitted except by the express direction in writing of the Engineer-In-Charge.

## 1.3 Excavation and Backfilling

### 1.3.1 General

The earthwork excavation in trenches and structures shall be carried out as shown in the drawings and as per specifications.

All applicable Indian Standard, unless otherwise specified herein, shall be applicable. In all cases, the latest revision of the codes shall be referred. IS 3764(1992): Code of safety for excavation work, IS 1200: Part 1(1992): Methods of measurement of building and civil engineering works: Part 1 Earthwork, IS: 2720(Part 2, 7, 8, 28&29): For method of test for compaction.

The Contractor shall be responsible for the adequate pumping, drainage and bailing out of water from the excavation. In case of failure to make such provisions or any other provisions, which may result in unsuitable sub-grade conditions, the Contractor shall replace and repair the sub-grade to the satisfaction of the E in C, at his own cost and responsibility.

During Redevelopment and Landscaping of park all excavated good earth shall be stacked and maintained free from debris.

Contractor should assess the availability of extra earth required for refilling in case of shortage in any particular reach well before quoting rates. Even in case the Contractor resorts to mechanical excavation, the Contractor should take care of proper refilling, consolidation and disposal of surplus earth.

### 1.3.2 Shoring and bracing (timbering), if any

The Contractor shall supply, fix and maintain necessary sheathing, shoring and bracing etc., in steel or wood, as may be required to support the sides of the excavation, to protect workmen in the trench and to prevent any trench movement which might any way injure or delay the work, change the required width of the trench, make unsafe condition for adjacent pavements, utilities, buildings or other structures above or below ground.

Sheathing, shoring and bracing shall be withdrawn and removed as the backfilling is being done, except when the Engineer may agree that such sheathing, shoring and bracing be left in place, at the Contractor's request. In any case, the Contractor shall cut off any such sheathing at least 600 mm below the surface and shall remove the cut off material from the trench.

All sheathing, shoring and bracing which are left in place under the foregoing provisions shall be removed in a manner so as to not endanger the completed work or other structures, utilities or property, whether public or private.

Timbering shall be provided as per safety code for excavation works IS: 3764 (Clause5).

Timber shoring shall be close or open, depending upon the nature of soil and depth of pit or trench. The type of timbering shall be as approved by the Engineer.

### 1.3.3 Back filling of trenches

#### a) General

The Contractor shall use selected surplus soils from excavated materials for backfilling and all fill material shall be subject to the E in C's approval. The excavated materials suitable for backfilling shall be stored not closer than 600 mm from the edge of the trench and shall not obstruct any public utilities or interfere with travel by local inhabitants or general public. Handling and storage of excavated materials must meet with the regulations of the Local Government Authorities. The detailed specifications for backfilling shall be IS: 3114-1994.

#### b) Method of Backfilling (if any)

1. Excavated Trench, Manhole and Roadside chamber shall be backfilled to original ground level or to such other levels, as the E in C may direct. All backfilling shall be carried out in orderly manner expeditiously and consistent with good workmanship.
2. Backfill material put into the trenches for backfilling, shall unless otherwise specified be compacted and built up as to minimize future settlement as much as is reasonably possible. For this, care shall be exercised in selecting backfill material free from large hard clay lumps, especially in cramped areas directly adjoining the walls of structures.
3. Backfilling in trenches shall be done as pipe laying progresses, with the permission of the Engineer, after the pipe or conduit is properly bedded, jointed and inspected and the Engineer properly records all measurements for the location of junctions. However the trench shall be backfilled after successful completion of testing. Backfilling around and over the pipe, conduit, or structure shall be taken up uniformly on all sides and in the sequence and manner specified hereinafter, with care to avoid the displacement or damage to the pipe, conduit or structure. Trenches should be carefully guarded till back filling.
4. Backfilling in the trenches and around structures shall be carried out in horizontal layers of uniform thickness of not more than 150 mm when measured loose. As may be necessary to attain maximum compaction, the backfill material shall be moistened by sprinkling with water. After placing each layer

of backfill material, the layer shall be thoroughly and uniformly compacted by means of mechanical plate vibrators or hand tampers.

5. After the backfill material is placed in Zone A and Zone B as specified above, the remaining portion i.e., Zone C of the trench may be machine backfilled. Even in this case the backfill material shall be placed in uniform horizontal layers of not more than 150 mm thickness. Small pebbles of size less than 50 mm, if any, shall be so distributed throughout the mass, that all interstices are solidly filled with fine material. The backfill material shall be stamped with mechanical tamping equipment like plate vibrator, after moistening the backfill by sprinkling with water to obtain maximum compaction.
6. Machine backfill shall be conducted so that the material deposited in the trench shall not fall directly on top of the pipe from such a height as might result in damage to the pipe joints or alignment.
7. If the trench is subjected to conditions, which might cause flotation of the pipe before sufficient backfill has been placed; the Contractor shall take the necessary precautions to prevent floatation of the pipe, conduit or structure.
8. Before final acceptance of the work, additional tamped earth shall be added to restore the settled trench surface to the required level of the adjacent earth surface or to the base of crushed rock wearing surface or to the finished earth base.
9. If from the excavated soil, enough backfill material is not available, imported, selected and approved backfill material from the borrow pits is required to be placed for backfill, on approval of the Engineer in Charge at their own cost.

**c) Compaction Test (if needed)**

The earth backfill (Sub grade) shall be consolidated to achieve at least 95% proctor density with respect to field density before excavation.

To ensure the fill has been compacted specified field and the contractor for checking the Optimum Moisture Content (O.M.C) at his cost shall carry out laboratory test.

The Contractor should carry out tests for density of backfill at his own cost and that if the backfill is found to be unsatisfactory, it shall be rectified or the backfilling will be got done by the other agencies at the cost of the Contractor.

Method of test for compaction shall be as directed by Engineer in charge.

#### 1.3.4 Disposal of surplus excavated material

The excavated material which is in surplus to the requirements after backfilling shall be disposed off as directed by the Engineer in Charge at their own cost., at suitable site with all lead and lift for which no extra payment shall be made. The site is to be assessed by the Contractor and got approved by the Engineer.

### 1.4 Responsibility

Responsibility for various activities in pre-commissioning and commissioning procedures will rest with the Contractors.

#### 1.4.1 Pipes Material

HDPE pipes PE100 & PN 8 shall be provided. Specifications of pipes shall be as per IS: 7634(Part-II) or as amended up to date using PE 100 grade raw material. The pipes should be handled carefully while loading, unloading, transporting and during laying and jointing at site.

The payment will be made per m length of pipe measured based on the quoted rates once the testing and backfilling is completed.

#### 1.4.2 Bedding of the pipes (if needed)

The trench bottom shall be even and smooth so as to provide a proper support for the pipe over its entire length, and shall be free from stones, lumps, roots and other hard objects that may injure the pipe or coating.

Laying of sand bedding for pipe lines with carefully compacted in layers not more than 15 cm thick including ramming, watering, consolidating and dressing complete for pipe bedding and surrounding as per drawing and as directed by engineer in-charge. Holes shall be dug in the bedding bottom to accommodate sockets so as to ensure continuous contact between the trench and the entire pipe barrel between socket holes.

It is also essential that the soil is sufficiently compacted to develop uniform lateral passive soil pressure. Proper bedding is required to control deflection, which is the main criterion in design of plastic pipes.

### 1.5 Civil works

#### 1.5.1 Site Clearance and rough grading

Before the start of the works, as per the design, the entire site shall be cleared of all bushes, shrubs, jungle and unwanted vegetation growth etc., and made clean. The rubbish shall be disposed off as directed by the Engineer. After the site is cleared, it shall be roughly graded to even out any undulations or ditches present therein.

## 1.5.2 Materials

All materials used in the work shall be subjected to mandatory tests in accordance with relevant IS codes and as specified in specifications. Before incorporating the materials in the permanent Works, test reports shall be submitted to the E in C for seeking his permission.

## 1.5.3 FORM WORK (if needed)

### a) GENERAL

Formwork, shuttering, centering, scaffolding etc. shall be of steel plates or plywood, lined with MS-sheets and for scaffolding steel tubular shall be used. Joints should be sufficiently tied to prevent loss of cement slurry from the concrete. All forms, shuttering shall be leveled, aligned, and thoroughly cleaned, before they are used for concreting. Formwork shall be removed after specified days of curing with the prior written permission of the E in C. The surface of RCC after removal of formwork / shuttering shall be smooth, even and without honeycombing or undulations.

### b) BRACINGS, STRUTS AND PROPS:

Shuttering shall be braced, strutted, propped and so supported that it shall not deform under weight and pressure of the concrete and also due to the movement of men and other materials. Bamboos shall not be used as props or cross bracings. The shuttering for beams and slabs shall be so erected that the shuttering on the sides of beams and under the soffit of slab can be removed without disturbing the beam bottoms. Re-propping of beams shall not be done except when props have to be reinstated to take care of Redevelopment and Landscaping loads anticipated to be in excess of the design load. Vertical props shall be supported on wedges or other measures shall be taken whereby the props can be gently lowered vertically while striking the shuttering. If the shuttering for a column is erected for the full height of the column, one side shall be left open and built upon sections as placing of concrete proceeds, or windows may be left for pouring concrete from the sides to limit the drop of concrete to 1.0 m or as directed by Engineer-in-charge.

### c) INSPECTION OF FORM WORK:

Following points shall be borne in mind while checking during erection of form work and formwork got approved by the Engineer-in-charge before placing of reinforcement bars

1. Any member which is to remain in position after the general/ dismantling is done, be cleanly marked.
2. Material used should be checked to ensure that, wrong items/ rejects are not used.
3. If there are any excavations nearby which may influence the safety of form works, corrective and strengthening action must be taken.
4. (i) The bearing soil must be sound and well prepared and the sole plates shall bear well on the ground.  
(ii) Sole plates shall be properly seated on their bearing pads or sleepers.  
(iii) The bearing plates of steel props shall not be distorted.  
(iv) The steel parts on the bearing members shall have adequate bearing areas.

5. Safety measures to prevent impact of traffic, scour due to water etc should be taken. Adequate precautionary measures shall be taken to prevent accidental impacts etc.
6. Bracing, struts and ties shall be installed along with the progress of form work to ensure strength and stability of form work at intermediate stage. Steel sections (especially deep sections) shall be adequately restrained against tilting, overturning and form work should be restrained against horizontal loads. All the securing devices and bracing shall be tightened.
7. The stacked materials shall be placed as catered for, in the design.
8. When adjustable steel props are used, they should :
  - (i) Be undamaged and not visibly bent
  - (ii) Have the steel pins provided by the manufacturers for use
  - (iii) Be restrained laterally near each end.
  - (iv) Have means for centralizing beams placed in the fork heads.
9. Screw adjustment of adjustable props shall not be over extended.
10. Double wedges shall be provided for adjustment of the form to the required position wherever any settlement / elastic shortening of props occurs. Wedges should be used only at the bottom end of single prop. Wedges should not be too steep and one of the pair should be tightened / clamped down after adjustment to prevent other shifting.
11. No member shall be eccentric upon vertical member
12. The number of nuts and bolts shall be adequate
13. All provisions of the design and / or drawings shall be complied with
14. Cantilever supports shall be adequate
15. Props shall be directly under one another in multistage Redevelopment and Landscapings as far as possible.
16. Guy ropes or stays shall be tensioned properly.

d) **REUSE OF FORMS:** Before reuse, all forms shall be thoroughly scrapped, cleaned, nails removed, holes that may leak suitably plugged and joints examined and when necessary repaired and the inside retreated to prevent adhesion, to the satisfaction of Engineer-in-charge. Warped lumber shall be resized.

Contractor shall equip himself with enough shuttering to complete the job in the stipulated time.

#### 1.5.4 Bricks

##### a) **SCOPE OF WORK:**

The work covered under this specification pertains to procurement of best quality locally available bricks and workmanship of walls of various thickness. In strict compliance with the specifications and applicable drawings.

##### b) **MATERIAL:**

First class Bricks shall be best quality locally available bricks and having strength 105 Kg/Sq.cm shall be got approved by the Engineer-in-charge before incorporation in the work.



**c) Mode of measurement:**

**For Brick work measured in Cubic Meters:**

The contract rate shall be for a unit of one cubic metre of brick masonry as actually  
Opening or chases required for P.H. or electrical inserts less than 0.1 sqm. and bearing of precast  
concrete members shall not be deducted.

No extra payment shall be made for any extra work involved in making the above openings or  
placements.

**d) Reinforced Cement Concrete (RCC) Work must be carried out as per the best standards.** RCC grade shall be as specified in the Redevelopment and Landscaping Drawings or as per Bill of Quantities (BOQ).

### 1.5.5 Cement

Cement to be used in the works shall be any of the following types with the prior approval of the Engineer. These have to be procured from reputed ISO: 9000 organizations:

- i Ordinary Portland cement, 53 Grade, conforming to IS: 12269. Cement conforming to IS: 8041 shall be used only for pre-cast concrete products after specific approval of the Engineer.

### 1.5.6 Coarse aggregates

For plain and reinforced cement concrete (PCC and RCC) works, coarse aggregate shall consist of clean, hard, strong, dense, non-porous and durable pieces of crushed stone or Kota stone or other approved inert material. They shall not consists pieces of disintegrated stones, soft, flaky, elongated particles, salt, alkali, vegetable matter or other deleterious materials in such quantities as to reduce the strength and durability of the concrete, or to attack the steel reinforcement. Coarse aggregate having positive alkali silica reaction shall not be used. All coarse aggregates shall conform to IS: 383 and tests for conformity shall be carried out as per IS: 2386(Parts I to VIII).

Nominal size of coarse aggregate for various components in PCC & RCC is mentioned in BOQ. In case of discrepancy, the decision of the Engineer in Charge is final.

### 1.5.7 Sand/Fine Aggregates

For masonry work, sand shall conform to the requirements of IS 2116.

For plain and reinforced cement concrete (PCC and RCC) works, fine aggregate shall consist of a suitable combination of natural sand. They shall not contain dust, lumps, soft or flaky, materials, mica or other deleterious materials in such quantities as to reduce the strength and durability of the concrete, or to attack the embedded steel. Sand washing machines should be used to remove impurities from sand. Fine aggregate having positive alkali-silica reaction shall not be used. All fine aggregate shall conform to IS: 383 and test for conformity shall be carried out as per IS: 2386 (Part I to VIII). The contractor shall submit to the Engineer the entire information indicated in Appendix A of IS: 383. The fineness modulus of fine aggregate shall neither be less than 2.0 nor greater than 3.5.

### 1.5.8 Water

Water used for mixing and curing shall be clean and free from injurious amounts of oils, acids, alkalis, salts, sugar, organic materials or other substances that may be deleterious to concrete or steel. Potable water is generally considered satisfactory for mixing concrete.

### 1.5.9 Cement mortar

Cement and sand shall be mixed in specified proportions given in the Redevelopment and Landscaping Drawings. Cement shall be proportioned by volume. The unit weight of cement shall 1.44 tons per cubic meter. Sand shall be proportioned by volume taking into account due allowance for bulking. All mortar shall be mixed with a minimum quantity of water to produce desired workability consistent with maximum density of mortar. The mix shall be clean and free from injurious type of soil/acid/alkali/organic matter or deleterious substances.

The mixing shall preferably be done in a mechanical mixer operated manually or by power. Hand mixing can be resorted to as long as uniform density of the mix and its strength are assured subject to prior approval of the E in C. Hand mixing operation shall be carried out on a clean water-tight platform, where cement and sand shall be first mixed dry in the required proportion by being turned over and over, backwards and forwards several times till the mixture is of uniform color. Thereafter, minimum quantity of water shall be added to bring the mortar to the consistency of a stiff paste. The mortar shall be mixed for at least two minutes after addition of water.

Mortar shall be mixed only in such quantity as required for immediate use. The mix which has developed initial set shall not be used. Initial set of mortar with ordinary Portland cement shall normally be considered to have taken place in 30 minutes after mixing. In case the mortar has stiffened during initial setting time because of evaporation of water, the same can be re-tempered by adding water as frequently as needed to restore the requisite consistency, but this re-tampering shall not be permitted after 30 minutes. Mortar unused for more than 30 minutes shall be rejected and removed from site of work.

### 1.5.10 Curing

Brick work shall be protected from rain by suitable covering and shall be kept constantly moist on all faces for a minimum period of seven days. Brick work carried out during the day shall be suitably marked indicating the date on which the work is done so as to keep a watch on the curing period. Top of the masonry work shall be left flooded with water at the close of the day. Watering may be done carefully so as not to disturb or wash out the green mortar.

During hot weather, all finished or partly completed work shall be covered or wetted in such a manner as will prevent rapid drying of the brickwork.

During the period of curing of brick work, it will be suitably protected from all damages. At the close of day's work or for other period of cessation, watering and curing shall have to be maintained. Should the mortar perish i.e., become dry, white or powdery, through neglect of curing, work shall be pulled down and rebuilt as directed by the Engineer. If any stains appear during watering, the same shall be removed from the face.

### 1.5.11 Steel

#### a) Reinforcement

For reinforced cement concrete (RCC) works, the reinforcement / intended steel as the case may be shall consist of the following grades of reinforcing bars:

All steel shall be procured from original producers, or their authorized distributors.

Only new steel shall be delivered to the site. Every bar shall be inspected before assembling on the work and defective, brittle or burnt bar shall be discarded. Cracked ends of bars shall be discarded.

Whenever specified, either in Redevelopment and Landscaping drawings or BOQ, reinforcement steel i.e. high yield strength deformed bars. Utmost care should be taken so that bars are not damaged during handling and transportation.

b) **Structural steel:** Unless otherwise permitted herein, all structural steel shall before fabrication comply with the required specifications as per Indian Standards. If any standard is not specified in the BOQ then materials has to be procured after getting the approval from VSCL Engineer-In-Charge.

c) **Stone:** As per the specifications in the drawing.

## 1.6 SUPPLYING AND LAYING PAVER BLOCK

### 1.1 Performance Based Specifications:

The following is a Performance based Specification which relates to the supply and laying of Paver blocks.

#### 1.1.1 Methodology and Sequence of Work

The Contractor shall not commence any Hardscape work until the following have been completed:

- a. All in ground drainage completed
- b. All Kerb edge restraints completed
- c. All other in ground services laid and complete
- d. All areas surveyed and string lines set to establish the final finished level.
- e. Any pre-existing manhole covers or drainage covers adjusted and raised or lowered to conform to the final finished Pavement Level.
- f. The Contractor shall submit a full methodology, setting out his proposed sequence of work and trade before commencing paver blocks laying works.

### 1.1.2 Setting Out

- a. The Contractor shall achieve the formation levels required for paving as indicated in the Contract Drawings listed in Appendix-A.
- b. The line and levels of the paved areas shall be carefully set out in accordance with the Contract Drawings and be frequently checked by the Contractor, care being taken to ensure that correct gradients and cross falls are achieved.
- c. The finished gradients of all pavements shall be formed so as to provide adequate falls for drainage as shown on the Contract Drawings.

### 1.1.3 Storage

Paving materials shall be stored in a place on-site, as agreed with the Engineer-In-Charge. Supply to site shall be timed to minimize the required storage period for all materials. Method of storage shall avoid damage to all materials. Damaged units shall be replaced by the Contractor at his expense.

Due care should be taken to handle all units in a manner that will keep the risk of strain and deformation to a minimum.

### 1.1.4 Cutting

All paving materials requiring cutting shall be cut using a diamond blade bench saw to give an acceptable quality edge to the satisfaction of the Engineer-In-Charge. A sample of cutting must be approved by the Engineer-In-Charge prior to any cutting taking place on site.

Paving materials showing a jagged or irregular edge will be rejected by the Engineer-In-Charge and must be replaced to the approval of the Engineer-In-Charge entirely at the Contractor's expense. The Contractor must allow for the periodic replacement of blades in cutting equipment to ensure clean cut edges to paving units.

### 1.1.5 Trip Hazard

A trip hazard is defined as any deviation in the pavement by  $\pm 10\text{mm}$ , including failure to adapt the finished levels to any pre-existing manhole cover or grating. The Contractor shall, therefore, carefully survey all areas to be paved, prior to commencing work. On completion of the works, the Completed hardscape shall be carefully inspected for any Trip Hazards and these shall be rectified entirely at the Contractor's cost.

### 1.1.6 Redevelopment and Landscaping in Inclement Weather

All newly laid paving shall be protected against the harmful effects of weather until such a time as the work is completed to the approval of the Engineer-In-Charge. Areas of paving damaged by inclement weather prior to Completion shall be replaced entirely at the Contractor's expense.

### 1.1.7 Sample Areas

The Contractor shall lay a 2.0 x 2.0 meter sample section of each paving type together with edge restraints and drainage furniture and obtain the approval of the Engineer-In-Charge before proceeding with laying of

each of the paving types. The size, unless outlined in this Specification, and location of the sample area shall be agreed with the Engineer-In-Charge. Sample panels may be incorporated into the completed works by prior agreement with the Engineer-In-Charge.

#### 1.1.8 Finished Levels of all Hardscape Surfaces

The finished level of the Hardscape surfaces is to be shown on the General Arrangement drawings. However, these are indicative only and the Contractor shall always extend a string line between edge restraints to establish smooth flowing gradients. The Contractor shall allow for in his rate the readjustments, raising, or lowering of any pre-existing manhole (of any type) that may be required in order to achieve the finished levels. The Contractor may in situation, readjust the finished level of the Hardscape areas, to match a pre-existing manhole, cover, or grating, provided prior consent is given by the Engineer-In-Charge.

#### 1.1.9 Finishing Work against all Items of Lighting Poles, Manhole and Drainage Covers.

The Contractor shall extend his Hardscape finishes right up to the edge of all items of Lighting Poles, Manhole and Drainage Covers. Cement mortar filler pieces in excess of 25mm wide shall be rejected and the Contractor shall make all efforts to ensure a neat, crisp and seamless joint.

#### 1.1.10 Protection of the Completed Work

The Contractor shall protect and barricade off all areas of completed Hardscape upon completion, until Handover to the Client. The Contractor shall be responsible for ensuring that the works are handed over in a clean and tidy condition, and any staining in the completed Hardscape will be rejected.

### 1.2 Laying of Interlocking Pavers:

All pavers shall be of approved brand and manufacturer approved by VSCL. Laying, cutting, compaction of paver blocks must be as per the best industry standards. Finished levels of the paving units shall not deviate by more than 2mm against adjacent units whilst the deviation from the design profile measured under a 3m straight edge should not exceed 10mm. The units shall form neat junctions with and prevent damage to adjacent work.

On completion the face of the units must be clear of all dust, rust and other stains, adhering mortar and other droppings. Any units from which stains cannot be removed shall be replaced at the Contractor's expense and be to the approval of the Engineer in Charge.

### 1.3 Subgrade (Footpath/Parking Area)

All sub-grades shall be constructed in accordance with the requirements of this section and in conformity with the lines, grades, and cross-sections as shown in the contracted drawing listed in Appendix A or as directed by the Engineer.

## 1.4 Materials and General Requirements

**Physical requirements:** The materials used in sub-grades shall be soil, murrum, gravel, a mixture of these or any other material approved by the Engineer. Such materials shall be free of logs, stumps, roots, rubbish or any other ingredient likely to deteriorate or affect the stability of the sub-grade.

### General Requirements

The materials for embankment shall be obtained from approved sources with preference given to materials becoming available from nearby roadway excavation or any other excavation under the same Contract.

The work shall be so planned and executed that the best available materials are saved for the sub-grade.

**Borrow Materials:** Where the materials are to be obtained from designated borrow areas, the location, size and shape of these areas shall be as indicated by the Engineer and the same shall not be opened without his written permission. Where specific borrow areas are not designated by the Employer/the Engineer, arrangement for locating the source of supply of material for sub-grade as well as compliance to environmental requirements in respect of excavation and borrow areas as stipulated from time to time by the Ministry of Environment and Forests, Government of India and the local bodies, as applicable shall be the sole responsibility of the Contractor.

**Bedding sand course:** The bedding sand shall consist of clean well graded sand passing through 4.75mm sieve and suitable for concrete.

The bedding should be from either a single source or blended to achieve the grading limits as agreed with Engineer in Charge.

## 1.5 Sampling and Testing Procedures for Paver Blocks

### 1.5.1 Sample size

- Internal – Average of minimum 3 samples per 5000 blocks – for paver block manufacturers.
- Internal – Minimum 9 blocks per 5000 blocks. Average of minimum 9 blocks per site or captioned contractors.

### 1.5.2 Water Absorption:

Testing for water absorption shall be in accordance with IS: 2185: 1979: Part-(Specifications for Concrete Masonry Blocks) Appendix C.

## 1.6 Water Proofing for Wall and Slab (If Any)

Providing and laying integral cement based water proofing treatment including preparation of surface as required for treatment of roofs, balconies, terraces ,planters wall etc consisting of following operations:

- a. Applying a slurry coat of neat cement using 2.75 kg/sqm of cement admixed with water proofing compound conforming to IS. 2645 and approved by Engineer-in-charge over the RCC slab including adjoining walls up to 300 mm height including cleaning the surface before treatment.
- b. Laying brick bats with mortar using broken bricks/brick bats 25mm to 115 mm size with 50% of cement mortar 1:5 (1 cement : 5 coarse sand) admixed with water proofing compound conforming to IS : 2645 and approved by Engineer-in-charge over 20 mm thick layer of cement mortar of mix 1:5 (1 cement :5 coarse sand ) admixed with water proofing compound conforming to IS : 2645 and approved by Engineer-in-charge to required slope and treating similarly the adjoining walls upto 300 mm height including rounding of junctions of walls and slabs
- c. After two days of proper curing applying a second coat of cement slurry using 2.75 kg/ sqm of cement admixed with water proofing compound conforming to IS : 2645 and approved by Engineer-in-charge.
- d. Finishing the surface with 20 mm thick. joint less cement mortar of mix 1:4 (1 cement :4 coarse sand) admixed with water proofing compound conforming to IS : 2645 and

Approved by Engineer-in-charge including laying glass fibre cloth of approved quality in top layer of plaster and finally finishing the surface with trowel with neat cement slurry and making pattern of 300x300mm square 3 mm deep.

- e. The whole terrace so finished shall be flooded with water for a minimum period of two weeks for curing and for final test. All above operations to be done in order and as directed and specified by the Engineer-in-Charge : 22.7.15.1 With average thickness of 120 mm and minimum thickness at khurra as 65 mm

## 1.7 MILD STEEL WORK

### 1.1 General

The contractor shall submit 6 copies of shop drawings shall show all dimension, details of Redevelopment and Landscaping, installation relating to the adjoining work.

### 1.2 Materials:

All structural steel shall conform to IS 2062 Grade A sections for MS work and shall be free from loose mill scales, rusts, pitting or any other defects affecting its strength and durability.

#### 1.2.1 Fabrication:

The grills shall be fabricated to the design and pattern shown in the drawings. All joints shall be made in best workman like manner with slotting and welding as required to the specified size and shape. The edge of the M.S. flats shall be suitably mitred before welding to get the desired shape. The joints shall be filled to remove excess stay after welding screws, nuts, washers, bolts, rivets and any other miscellaneous fastenings devices shall be of steel and shall be provided by the contractor.

Manufactured M.S. Grills then be fixed in between the posts, balusters, M.S. frame work etc. to correct alignment. Any undulations, bends etc. found shall be rectified by the contractor at his own cost. The complete assembly of grill / railing so fixed shall be firm and there shall not be any lateral movements.

#### 1.2.2 Samples:

Samples of grill and railings shall be submitted for approval of the Engineer-in-charge and to be got approved before taking up for mass fabrication.

#### 1.2.3 Installation:

The approved grills shall be fixed in position where specified and shown in drawings including in masonry walls, teakwood frames, hand railings etc. Any damages to walls, frames etc. caused during fixing the grills shall be made good by grouting with cement mortar/packing /repairing properly at the contractors cost.

#### 1.2.4 Painting:

Painting shall be done as per the specification specified under painting.

#### 1.2.5 Mode of measurement:

Actual area of M.S. grill manufactured and fixed in position shall only be measured in square metre for payment. All measurements shall be taken to two places of decimal of a metre and area shall be calculated to second place of decimals of a square metre. The rate is to include the cost of all materials, labor, transporting, fabricating, installing, Scaffolding if necessary, grouting etc. complete.

#### 1.2.6 Finishing / Painting/Polishing for railing:

Teak wood hand rail shall be polished with wax polish / French polish / melamine with two or more coats over one coat of wood/primer or painted with two coats of synthetic enamel paint / flat oil paint of approved make and shade over one coat of approved primer. M.S. grills, balusters, etc. also to be painted as per specifications specified under Painting/ Polishing.

#### 1.2.7 Mode of measurements (hand rails):

Hand railing shall be measured for payment in running meter. The lengths shall be measured along the top center line of the hand rail and shall be measured between ends of balusters, newels, posts as the case may be up-to two places of decimals of a meter. Rates shall include fabrication, leaving suitable pockets, grouting the same, providing an fixing suitable teak wood plugs, fixing, all labor, materials, transport, painting/polishing, finishing and scaffolding if necessary.



## 1.8 HORTICULTURE WORKS

### 1.1 General

Scope: Contractor to furnish all materials labor and related items necessary to complete the work indicated on drawing and specified herein including maintenance of the premises for 60 months after completion.

### 1.2 Materials

#### 1.2.1 Plant materials

- a. Plant materials shall be well formed and shaped true to type, and free from disease, insects and defects such as knots, windburn, injuries, abrasion or disfigurement.
- b. All plant materials shall be healthy, sound, and vigorous, free from disease, insect pests, or their eggs, and shall have healthy, well – developed root systems.
- c. All plants shall be hardy under climatic conditions similar to those in the locality of the project.
- d. Plants supplied shall conform to the names listed on both the plan and the plant list.
- e. No plant material will be accepted if branches are damaged or broken.
- f. All material must be protected from the sun and weather until planted.
- g. Any nursery stock shall have been inspected and approved by the Engineer-In-Charge.
- h. All plants shall conform to the requirements specified in the plant list, except those plants larger than specified may be used if approved, but use of such plants shall not increase the Contract price. If the use of the larger plant is approved, the spread of roots or ball of earth shall be increased in proportion to the size of the plant.
- i. Deliver plants with legible identification labels.
- j. The minimum acceptable size of all trees after pruning, with branches in normal positions, will conform to the measurement specified in the Bill of Quantities unless stated otherwise. Calliper measurement will be taken at a point on the trunk 1.0 meter above natural ground. Plants that meet the specified measurement, but do not possess a normal configuration or balance of height and spread will be rejected
- k. All trees supplied will be branched as specified in the Bill of Quantities. All trees supplied must have terminal shoots.
- l. All specimen trees must have a minimum crown spread of not less than half the size of the overall height.
- m. The root system shall be conducive to successful transplantation. Where necessary, the root - ball shall be preserved by support with hessian or other suitable material. On soils where retention of a good ball is not possible, the roots should be suitably protected in some other way which should not cause any damage to roots.

#### 1.2.2 Topsoil: (Good earth) pH range 6.5 to 7.5

- a. Topsoil or good earth shall be a friable loam; typical of cultivated top soils of the locality containing at least 2%of decayed organic matter (humus). It shall be taken from a well-drained arable site.
- b. It shall be free of subsoil, stones, earth clods, sticks, roots or other objectionable extraneous matter or debris.

- c. It shall contain no toxic material. No topsoil shall be delivered in a muddy condition.

### 1.2.3 Fertilizer

- a. Dry farm yard manure shall be used measurement shall be in stacks, with 8% reduction for payment.
- b. It shall be free from extraneous matter, harmful bacteria insects or chemicals.

### 1.2.4 Condition

- a. Trees and shrubs shall be substantially free from pests and diseases, and shall be materially undamaged.
- b. Torn or lacerated roots shall be pruned before dispatch.
- c. No roots shall be subjected to adverse conditions, such as prolonged exposure to adverse conditions, such as prolonged exposure to drying winds or subjection to water-logging, between lifting and delivery.

### 1.2.5 Supply and substitution:

Upon submission of evidence that certain materials including plant materials are not available at time. Of contract, the contractor shall be permitted to substitute other material and plants, with an equidistant adjustment of price. All substitutions shall be subject to the approval of the Engineer-In-Charge

### 1.2.6 Packaging:

Packaging shall be adequate for the protection of the plants and such as to avoid heating or drying out.

Marking: Each specimen of tree and shrub, or each bundle, shall be legibly labeled with the following particulars:

- Its name
- The name of the supplier.
- The date of dispatch from the nursery.

### 1.2.7 Execution

### 1.2.8 Fine Grading

- a) The nominated Landscape contractor will adjust with screened soil as necessary. Grades will be smooth and even on a uniform plane without abrupt changes or pockets and slope it away from the buildings.
- b) The nominated Landscape Contractor will verify the surface drainage of planting areas and notify the Engineer-In-Charge of any discrepancies, obstructions or other conditions considered detrimental to proper execution of the work and plant growth.
- c) Landscape work will be tied to the existing condition such as existing trees, palms, landscape features, utility lines , pavement curbs , etc. Finished grade will bear proper relationship to such control.
- d) The nominated Landscape Contractor will adjust all works as necessary to meet the conditions and fulfil the intention of the Drawings.
- e) After initial settlement the finish grade will be :

- I. Turf 20mm lower than adjacent walks, kerbs.
- II. Shrubs and Ground covers 40mm lower than adjacent walks, kerbs.
- III. Prior to planting operation, the contractor will ensure all planting areas free of weeds, debris, rocks over 25mm in diameter and clumps of earth that will not break up.

### 1.2.9 Tree Planting

#### Digging

- a. Trees should be supplied with adequate protection as approved. After delivery, if planting is not to be carried out immediately, balled plants should be placed cheek to cheek and the ball covered with sand to prevent drying out. Bare rooted plants can be heeled in by placing the roots in a prepared trench and covering them with earth which should be watered in to avoid air pockets round the roots.
- b. Digging of Pits
  - i. Tree pits shall be dug a minimum of three weeks prior to backfilling.
  - ii. The pits shall be 120cms in diameter and 120cms deep. While digging the pits, the topsoil upto a depth of 30cms may be kept aside, if found good (depending upon site conditions), and mixed with the rest of the soil.
  - iii. If the soil is bad below, it shall be replaced with the soil mixture as specified further herein. If the soil is normal it shall be mixed with manure; river sand shall be added to the soil if it is heavy.
  - iv. Flooding of Pits to reduce air pockets
- c. The soil backfilled watered through and gently pressed down, a day previous to planting, to make sure that it may not further settle down after planting. The soil shall be pressed down firmly by treading it down, leaving a shallow depression all rounds for watering.
- d. Planting
  - i. No tree pits shall be dug until final tree positions have been pegged out for approval.
  - ii. Care shall be taken that the plant sapling when planted is not buried deeper than in the Nursery, or in the pot.
  - iii. Planting should not be carried out in water logged soil. Plant trees at the original soil depth; the soil marks on the stem is an indication of this and it should be maintained on the finished level, allowing for setting of the soil after planting.
  - iv. All plastic and other imperishable containers should be removed before planting.
  - v. Any broken or damaged roots should be cut back to sound growth. The bottom of the planting pit should be covered with 50mm to 75mm of soil. Bare roots should be spread evenly in the planting pit; and small mound in the centre of the pits on which the roots are placed will aid an even spread.
  - vi. Soil should be placed around the roots, gently shaking the trees to allow soil the particles to shift into the root system to ensure close contact with all roots and to prevent air pockets.
  - vii. Back fill soil should be firm as filling proceeds, layer by layer, care being taken to avoid damaging the roots, as follows: 25gms of 50% BHC shall be sprinkled on walls of pit, and initially pit shall be filled to 200 depth with earth mixed with 10gm of BHC. The balance earth

shall be filled in a mixture of 1 : 2 ( 1 part manure to 2 part earth ). Aldrin or equivalent shall be applied every 15 days in a mixture 0.2% which comes to 6cc in 1 litre of water

### **Staking**

Newly planted trees must be held firmly although not rigidly by staking to prevent a pocket forming around the stem and newly formed fibrous roots being broken by mechanical pulling as the tree rocks.

Methods: The main methods of staking shall be:

- i. A single vertical stake, 900mm longer than the clear stem of the tree, driven 600mm to 900mm into the soil.
- ii. Two stakes as above driven firmly on either side of the tree with cross-bar to which the stem is attached. Suitable for small bare-rooted or balled material.
- iii. A single stake driven in at an angle 45° and leaning towards the prevailing wind, the stem just below the lowest branch being attached to the stake, Suitable for small bare-rooted or balled material.
- iv. The end of stake should be pointed and the lower 1m to 1.2m should be coated with non - injurious wood preservative allowing at least 150mm above ground level.

### **Tying**

Each tree should be firmly secured to the stake so as to prevent excessive movement. Abrasion must be avoided by using a buffer, rubber or hessian, between the tree and stake. The tree should be secured at a point just below its lowest branch, and also just above ground level; normally two ties should be used for tree. These should be adjusted or replaced to allow for growth.

### **Watering**

The contractor should allow for the adequate watering in all newly planted trees and shrubs immediately after planting and he shall during the following growing season, keep the plant material well watered.

Fertilizing shall be carried out by application in rotation of the following fertilizers, every 15 days from the beginning of the monsoon till the end of winter:

Organic well-rotted dry farmyard manure suitable to local conditions must be used. All shrubs, which are pot grown, shall be well soaked prior to planting. Watering in and subsequent frequent watering of summer planted container-grown plants is essential.

#### **1.2.10 Shrub Planting in Planters and Beds**

All areas to be planted with shrubs shall be excavated, trenched to a depth of 600mm, refilling the excavated earth after breaking clods and mixing with manure in the ratio 8:1 (8 parts of stacked volume of earth after reduction by 20%: 1 part of stacked volume of manure after reduction by 8%).

For planting shrubs and ground cover shrubs in planters, good earth shall be mixed with manure in proportion as above and filled in planters.

Tall shrubs may need staking: which shall be provided if approved by the Engineer-In-Charge, depending upon the conditions of individual plant specimen.

Positions of shrubs to be planted should be marked out in accordance with the planting Plan. When shrubs are set out, precautions should be taken to prevent root drying. Planting holes 60cm dia. and 60cm deep should be excavated for longer shrubs.

Polythene and other non- perishable containers should be removed and any badly damaged roots carefully pruned.

The shrubs should then be set in holes so that the soil level, after settlement, will be at the original soil mark on the stem of the shrub.

The hole should be back-filled to half its depth and firmed by treading. The remainder of the soil can then be returned and again firmed by treading.

#### 1.2.11 Grassing (must be local/indigenous to the region)

**Preparation:** The soil shall be ploughed and trenched (3 times) up to 45 cm depth and any hard substances including stones, old masonry, etc. shall be removed.

- i. All roots and other corms of vegetation shall be removed.
- ii. During period prior to planting the ground shall be maintained free from weeds.
- iii. Grading and final levelling of the lawn shall be completed at least three weeks prior to the actual sowing.
- iv. Regular watering shall be continued until sowing by dividing the lawn area into portions of approx. 5mts square by constructing small bunds to retain water. These “bunds” shall be levelled just prior to sowing of grass plants.
- v. At the time of actual planting of grass, it shall be ensured that the soil has completely settled.
- vi. As soon as the grass is approximately 3cm high it shall be rolled with a light wooden roller in fine, dry weather – and when it has grown to 5 to 8cms above ground, weeds must be removed and regular cutting with the scythe and rolling must be begun.
- vii. The contractor is to exercise care in the use of rotary cultivator and mowing machines to reduce to a minimum the hazards of flying stones and brickbats. All rotary mowing machines are to be fitted with safety guards.
- viii. Rolling: Lawn mower with roller shall be used periodically, taking care that the lawn is not too wet and sodden.
- ix. Edgings: These shall be kept neat and must be cut regularly with the edging shears.
- x. Watering: Water shall be applied at least once in three days during dry weather. Water whenever done should be through and should wet the soil at least up to a depth of 20cms.
- xi. Weeding: Prior to regular mowing the contractor shall carefully remove rank and unsightly weeds.

### 1.2.12 Coconut Peat Block

Supplying and stacking at site COCONUT PEAT BLOCKS (0.3X0.3X0.14 M), including carriage up to 1 km (1 block is equivalent to 70 liters (approx.) /0.07 Cu.M/5 Kg+ /-0.3Kg) with moisture content Less than 20%, with pH value 5.2 to 6.8.

## 1.9 WATERPROOFING COMPOUND

Integral Cement based Water Proofing treatment including preparation of. Surface as required for treating roofs, balconies, Terraces etc. with Brick Bat Coba. Preliminaries to be attended and Preparation of the Surface must be completed. It would be advantageous to roughen the surface by scraping the surface when the slab is being cast, however the surface need not be hacked. In case the slab is already cast and surface fairly finished, the same shall be cleaned neatly of all mortar droppings, loose materials etc. Activities related to Blending Cement Water with water Proofing Compound, Preparing and application of slurry under base coat, laying base coat, placing of brick bat, laying finishing layer, curing and testing the treatment must meet the best standards of the industry.

## 1.10 PLAY EQUIPMENT'S

*DETAILED SPECIFICATIONS FOR PLAY EQUIPMENT AND VENDOR DRAWINGS MUST BE APPROVED FROM VSCL BEFORE IMPLEMENTATION ON SITE.*

Specifications of Materials, Upright posts, post caps, base plates, clamps, couplings, materials, pit information, painting process, inspection, packing must be discussed with VSCL and taken approval before the implementation.

## 1.11 LIGHTING

Detailed specifications for lighting must follow the specifications in the drawing and BOQ.

## 1.12 REGULATIONS:

### **APPROVALS AND AGREEMENT:**

The bidder must coordinate with concern authorities at the time of execution and shall obtain written approval from them at any stage of the execution, whenever required.

The Bidder must extensively coordinate with VSCL and its Technical Consultant during all stage of the contract. The successful bidder shall obtain written approvals from VSCL 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 VSCL, before commencing work on the next stage/phase of works.

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

- (a) Space Standard for Roads in Urban Areas (IRC:69-1977)
- (b) Guidelines on Road Drainage ( IRC SP 42:2014)
- (c) Bureau of Indian Standards

- (d) Plain and Reinforce Concrete: Code of Practice IS: 456-2008
- (e) Design Aids for Reinforced Concrete SP-16
- (f) Handbook on Concrete Reinforcement and Detailing SP-34
- (g) Toolkit – HRIDAY

### 1.13 WORK PLAN AND STAFFING

ACTIVITY	M1	M2	M3	M4	M5	M6	M7	M8	M9
MOBILIZATION									
SITE PREPARATION									
BOUNDARY WALL									
BASE WORK FOR PAVING									
FENCING AND STONE MURAL FINISH SURFACES									
HORTICULTURE									
PLAY EQUIPMENT									
SERVICES									
SCULPTURE AND OTHER INSTALLATION									
SIGNAGE AND LIGHTING FIXTURE									
PAINTING AND MURAL									

**NOTE- Bidder must submit work plan within 2 weeks after issuing notice to proceed**

### 1.14 KEY PERSONALS

S.NO.	POSITION	NOS.	QUALIFICATION AND EXPERIENCE
1.	Project Manager	01	B.tech (Civil engineering) 10 Year Experience on site in similar work
2.	Site engineer	02	Diploma (Civil) 10 Year Experience on site in similar work
3.	Site supervisor	04	Diploma (Civil) 5 Year Experience on site in similar work
4.	Horticulturist	01	M.Sc ( horticulture/ agriculture) 8 Year Experience in similar work.

## SECTION 5: DRAWINGS

REFER ANNEXURE – “A” FOR DETAILED DRAWINGS OF THE FOUR PARKS



## SECTION 6: FORM OF BID

### Form of Bid

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

----- (Date)

To

The Chief Executive Officer on behalf of GOVERNMENT OF INDIA, VSCL, Varanasi.

**Description of the work :** -----

1. I/We offer to execute the works described above and remedy any defects their in conformity with the conditions of contract, specifications, drawings, bill of quantities and addenda for  
(a.) For percentage rate **as quoted online in BOQ** percentage below/percentage above/at par with the rate entered in the Schedule of rate, as referred to in clause 13 of ITB.
2. We undertake to commence the works on receiving the notice to proceed with work in accordance with the contract documents.
3. This Bid your written acceptance of if shall constitute a binding contract between us. We understand that you are bound to accept the lowest or any Bid you receive.

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

Authorized Signature :- \_\_\_\_\_

Name and title of Signatory:- \_\_\_\_\_

Name of bidder :- \_\_\_\_\_

Authorized Address of Communication:- \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone No(s): (Office) :- \_\_\_\_\_

Mobile No :- \_\_\_\_\_

Facsimile (FAX) No :- \_\_\_\_\_

Electronic Mail Identification (E-mail ID) :- \_\_\_\_\_

## SECTION 7: BILL OF QUANTITIES PREAMBLE

### Bill of Quantities Preamble

1. The Bill of Quantities shall be read in conjunction with the Instructions to Bidders, Conditions of Contract Specifications and Drawings. REFER ANNEXURE 'B' FOR DETAILED BILL OF QUNATITIES OF ALL FOUR PARKS.
2. For the construction of works, the quantities given in the Bill of Quantities are estimated, and are given to provide a common basis for bidding. The basis of payment will be the actual quantities of work ordered and carried out, as measured by the Contractor and verified by the Engineer and valued at the rates and prices tendered in the Bill of Quantities in the case of item rate tenders.
3. The rates and prices tendered in the priced Bill of Quantities shall, except in so far as it is otherwise provided under the Contract, include all constructional plant, labor, supervision, materials, erection, maintenance, insurance, profit, taxes and duties, together with all general risks, liabilities and obligations set out in the Contract.
4. Arithmetic errors will be corrected by the Employer pursuant to Clause 27 of the instructions to Bidders.

## SECTION 8: LETTER OF ACCEPTANCE AND OTHER FORMS

### Letter of Acceptance and Other Forms

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

NO.....

DATED.....

#### LETTER OF ACCEPTANCE

To,

M/s.....

.....

.....

This is to notify you that on behalf of the Employer, the Chief Executive Officer, Varanasi Smart City Limited, Varanasi has accepted your Bid dated ..... for execution of the District-..... for the Contract Price of Rs..... Rs.....only ) is hereby accepted by our Agency.

You are hereby requested to furnish Performance Security, in the form detailed in Cl.32 of ITB for an amount of Rs..... (Rs.....) Within 10 days of the receipt of this letter of acceptance valid up to 45 days from the date of expiry of Defects Liability Period ( i.e. up to ..... ) and sign the contract, failing which action as stated in Cl. 32.3 of ITB will be taken.

Yours faithfully,

**Chief Executive Officer**

**VSCL**

No. & Dated as above.

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

Issue of Notice to proceed with the work

LETTER NO.....

DATED.....

To,

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

Dear Sirs:

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

Yours faithfully,

Chief Executive Officer  
VSCL

**(c) Standard Form of Agreement**

Notes on Standard Form of Agreement

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

*Standard Form: Agreement*

**Agreement**

This agreement, made the ..... day of ..... of ..... . Between Chief Executive Officer, Varanasi Smart City Limited, Varanasi ..... (Hereinafter called “the Employer”) of the one part, and

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

[Name and address of Contractor] (Hereinafter called “the Contractor” of the other part).

Whereas the Employer is desirous that the Contractor execute the Work of ..... District- ..... (Hereinafter called “the Works”) and the Employer has accepted the Bid by the Contractor for the Execution and completion of such Works and the remedying of any defects therein at a cost of Rupees..... (Rs.....only)

**NOW THIS AGREEMENT WITNESSETH as follows:**

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all aspects with the provisions of the Contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying the defects wherein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
4. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
  - i. Letter of Acceptance:
  - ii. Notice to proceed with the works:
  - iii. Contractor’s Bid:
  - iv. Contract Data:
  - v. Special Conditions of contract and General Conditions of Contract:
  - vi. Specifications:
  - vii. Drawings:
  - viii. Bill of Quantities: and
  - ix. Any other document listed in the Contract Data as forming part of the contract.

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

The Common Seal of

**Chief Executive Officer**

**VSCL**

Was hereunto affixed in the presence of:

Signed, Sealed and Delivered by the said

To,

.....

.....

.....

In the presence of:

Executive Engineer

.....

Binding Signature of Employer authorized representative

**Chief Executive Officer**

**VSCL**

Binding Signature of Contractor

(d) Form of unconditional Bank guarantee for advance payment

**BANK GUARANTEE FOR ADVANCE PAYMENT**

To,

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

Gentlemen:

In accordance with the provisions of the General Conditions of contract, clause 45 (“Advance Payment”) of the above-mentioned Contract.....  
*[name and address of Contractor]* (Hereinafter called “the Contractor”) shall deposit with .....*[Name of Employer]* a bank guarantee to guarantee his proper and faithful performance under the said Clause of the Contract in an amount of .....  
*[Amount of guarantee]*<sup>1</sup> .....*[in words]*.

We, the .....*[bank or financial institution]*, as instructed by the Contractor, agree unconditionally and irrevocably to guarantee as primary obligator and not as Surety merely, the payment to..... *[name of Employer]* on his first demand without whatsoever right of objection on our part and without his first claim to the Contractor, in the amount not exceeding .....*[amount of guarantee]*\* .....

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

This guarantee shall remain valid and in full effect from the date of the advance payment under the Contract until .....*[name of Employer]* receives full repayment of the same amount from the Contractor.

Yours truly,

Signature and seal: \_\_\_\_\_

Name of Bank/Financial Institution: \_\_\_\_\_

Address: \_\_\_\_\_

Date: .....

*\* An amount shall be inserted by the bank or financial institution representing the amount of the Advance Payment, and Denominated in Indian Rupees.*



(e) Form of unconditional Bank guarantee “Performance Bank Guarantee”).

## PERFORMANCE BANK GUARANTEE

To,

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

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

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

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

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

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

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between

you and the Contractor shall in anyway release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This Guarantee shall be valid until a date 45 days after the expiry of defect liability period of 1 year after intended completion date.

Signature and seal of the guarantor .....

Name of Bank .....

Address .....

Date .....