



सत्यमेव जयते

INDIA NON JUDICIAL Government of Uttar Pradesh

e-Stamp

ACC NAME- Ram Mohan Pathak
Stamp Vendor ID. No. - 49
E-Stamping ACC ID-UP1433000
This Stamp, Under AGRA
Visit www.shoilestamp.com
Mob-9953228919, 9953228998
www.shoilestamp.com

Certificate No.	: IN-UP52860891209188T
Certificate Issued Date	: 23-Mar-2021 02:55 PM
Account Reference	: NEWIMPACC (SV)/ up14330004/ AGRA SADAR/ UP-AGR
Unique Doc. Reference	: SUBIN-UPUP1433000493100729184582T
Purchased by	: MS VINOD ENTERPRISES
Description of Document	: Article 5 Agreement or Memorandum of an agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	:
First Party	: MS VINOD ENTERPRISES
Second Party	: SMART CITY
Stamp Duty Paid By	: MS VINOD ENTERPRISES
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



-----Please write or type below this line-----

AGREEMENT

Today on this date 25th March 2021 this agreement is executed between

Part 1: Agra Smart City Ltd. (ASCL) having its registered head office at Building of Agra Nagar Nigam, M G Road Agra through its Chief Executive Officer, (here in after called as CEO of ASCL)

And

Part 2: Mr. Vinod Shivhare (Proprietor M/s. Vinod Enterprises, Add. Gama Devi Colony, Agra Talab, Etawah. UP) here in after called as contractor

DHARMVIR GUPTA
General Manager
Agra Smart City Limited

R. K. Singh
Nodal Officer

Statutory Alert:

K. B. Singh
Addl. C.E.O.
Agra Smart City Limited

1. The authenticity of this Stamp certificate should be verified at 'www.shoilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

It is evident that the minimum quoted bid for the project, "Beautification and Street-scaping of Fatehabad Road - Repairing work at Km-9.00 to Km 11.00" have been received from **Mr. Vinod Shivhare** (Proprietor M/s. Vinod Enterprises, Add. Gama Devi Colony, Pakka Talab, Etawah UP) approval for the said project after due tendering procedures was obtained on 15.03.2021 for the amount of Rs. 62,56,298.50.10 (Rupees Sixty two Lacks fifty six Thousand two hundred ninghty eight and fifty paisa) + GST 12% of amount of Rs. 7,50,755.82 (Rupees Seven Lacks Fifty thousand Seven hundred fifty five and eighty two Paisa). Total amounting Rs. 70,07,054.32 (Rupees Seventy Lacks seven Thousand fifty four and thirty two Paisa) and Latter of Intimation (LOI) was issued to M/s. Vinod Enterprises, on 18.03.2021.

That the contractor, along with his representatives and successors have themselves bound through this agreement wherein, he has agreed and signed all the terms and conditions of Agra Smart City Ltd., Engineering Department and that both parties have signed, is related to it and shall be treated a part of it.

1. All work shall be measured net by standard measure and according to the rules and customs of the Public Works Department and without reference to any local custom. Under no circumstances the contractor shall be entitled to claim enhanced rates for items in this contract.
2. That the contractor has submitted FDR no. 40086675512 amounting of Rs. 3,15,000.00 dated 20/03/2021 as security deposit and FDR no. 40086676128 amounting of Rs. 1,90,000.00 dated 20/03/2021 as a performance guarantee pledged in the name of Chief Executive Officer, ASCL to Agra Smart City Ltd. in order to regularize the work under this contract as security deposit to Agra Smart City Ltd. in order to regularize the work under this contract. The responsibility of validity of the same shall be that of the contractor.
3. That the detailed conditions of GCC (General Conditions of Contract) PWD Uttar Pradesh shall be a part of this agreement (Attached as Annexure -1) and any violation of any terms and conditions mentioned therein shall be treated as breach of this contract.
4. The date of completion shall be 25th June, 2021.
5. Defect liability period will be calculated from date of completion.

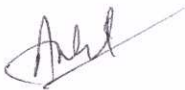
Both the parties to this agreement put their signature in presence of the following witnesses


Witness

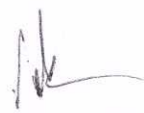
1.

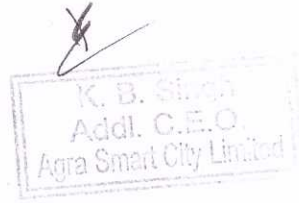
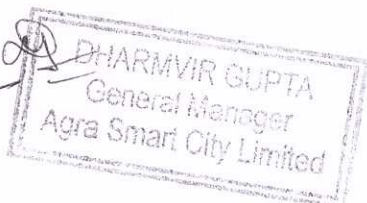


2.




Chief Executive Officer,
Agra Smart City Ltd. (ASCL)


Mr. Vinod Shivhare
M/s.Vinod Enterprises,



Annexure-1
Part I General Conditions of Contract

A. General

1. Definitions

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

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

Compensation Events are those defined in Clause 40 hereunder.

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

The Contract is the Contract between the Employer and the Contractor to execute, complete, and 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.

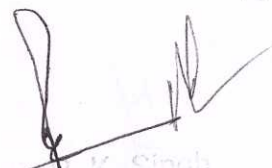
The Defects Liability Certificate is the certificate issued by Engineer, after the Defect Liability Period has ended and upon correction of Defects by the Contractor.


The Defects Liability Period is Two years 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


K. K. Singh
Model Officer
Agra Smart City Limited


DHARMVIR GUPTA
General Manager,
Agra Smart City Limited


K. B. Singh
Addl. C.E.O.
Agra Smart City Limited



139
Engineer) who is responsible for supervising the execution of the Works and administering the Contract.

Equipments 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.



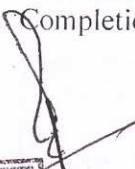
A. Variation is an instruction given by the Engineer, which varies the Works.


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

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.

If sectional completion is specified in the Contract Data, references in the Conditions of Contract to the Works, the Completion Date, and the Intended




DHARMVIR GUPTA
General Manager
Agra Smart City Limited


Nodal Officer
Agra Smart City Limited


K. B. Singh
Addl. C.E.O.
Agra Smart City Limited

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).

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.

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

4. Engineer's Decisions

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.

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

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

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

[Signature]
 DNANVIR GUPTA
 General Manager
 Agra Smart City Limited

[Signature]
 K. S. ...
 Add. Officer
 Agra Smart City Limited

[Signature]

[Signature]
 R. K. Singh
 Nodal Officer
 Agra Smart City Limited

137

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

Beyond what has been stated in clauses 7.1, if the contractor proposes subcontracting 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.

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

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 referred to in the contract data. The contractor shall also provide facilities and services for them as described in the schedule. The employer may modify the schedule of other contractor, and shall notify the contractor of any such modification.

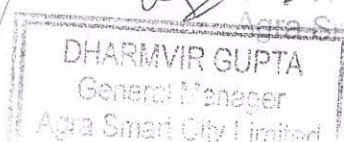
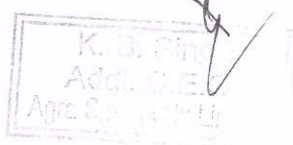
The contractor should take up the work in convenient reaches as decided by the Engineer to ensure there is least hindrance to the smooth flow of traffic including movement of vehicles and equipment of other contractors till the completion of the works.

9. Personnel

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.

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.

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.



K. Singh
Addl. C.E.
Agra Smart City Limited

10. Employer's and Contractor's Risks

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

11. Employer's Risks

The Employer is responsible for the excepted risks which are (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

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

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.

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.

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

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

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

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

14. Site Investigation Reports

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.

R.K. Singh
Nodal Officer

DHARMAN JAIN
General Manager
Agra Smart City Limited

K. B. Singh
Addl. C.E.O.
Agra Smart City Limited

135

15. Queries about the Contract Data

The Engineer will clarify queries on the Contract Data.

16. Contractor to Construct the Works

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

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.

1. The Works to Be Completed by the Intended Completion Date

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.

2. Approval by the Engineer

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

The Contractor shall be responsible for design of Temporary Works.

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

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

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.

3. Safety

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

4. Discoveries


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.

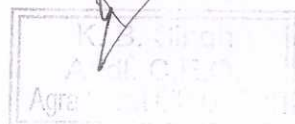
21. Possession of the Site


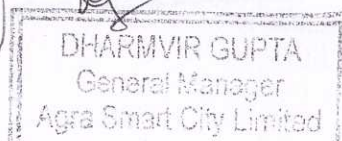
The Employer shall handover complete or part possession of the site to the Contractor 7 days in advance of construction program. At the start of the work, the employer shall handover the possession of at-least 75% of the site.

22. Access to the Site

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:


K. K. Singh
Nodal Officer
Agra Smart City Limited





- a. The Engineer
- b. The Employer
- c. The Ministry of Rural Development, Government of India.
- d. National Rural Roads Development Agency, New Delhi

23. Instructions

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


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.


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

- 25.0.1. 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.
 - 25.0.2. 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.
 - 25.0.3. The Arbitration shall be conducted in accordance with the following procedure, in case Initial Contract Price is more than Rs. 5 Crore or the Contractor is a Foreign Contractor, who has bid under ICB:-
 - a) In case of a decision of the Competent Authority in a dispute or difference arising between the Employer and a Contractor relating to any matter arising out of or connected with this Agreement, the matter will be referred to an Arbitral Tribunal. The Arbitral Tribunal shall consist of three Arbitrators, one each to be appointed by the Employer and the contractor. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the parties and shall act as presiding Arbitrator. In case of failure of the two Arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the Arbitrator appointed subsequently, the presiding Arbitrator shall be appointed by the Chairman of the Executive Committee of the Indian Roads Congress.
 - b) If one of the parties fails to appoint its arbitrator in pursuance of sub-clause (a) above within 30 days after receipt of the notice of the appointment of its arbitrator by the other party, then the Chairman of the Executive Committee of the Indian Roads Congress shall appoint the arbitrator.
- A certified copy of the order of the Chairman of the Executive Committee of the Indian Roads Congress, making such an appointment shall be furnished to each of the parties.


 R. K. Singh
 Local Officer
 Agra Smart City Limited


 DHARMVIR GUPTA
 General Manager
 Agra Smart City Limited


 K. B. Singh
 Addl. C.E.O.
 Agra Smart City Limited



- 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.

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.

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

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

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.

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.

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.

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.

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

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

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

[Handwritten signature]
 K. Singh
 Modal Officer
 Agra Smart City Limited

[Handwritten signature]
 K

[Stamp]
 DHARMVIR GUP
 General Manager
 Agra Smart City Limited
 K. B. Singh
 Addl. E.O.
 Agra Smart City Limited

decision upon the effect of a Compensation Event or Variation and submitting full supporting information. If the Contractor has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.

28. Delays Ordered by the Engineer

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

29. Management Meetings

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.

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

C. Quality Control

30. Identifying Defects

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

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

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

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 two year.

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

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

The RFI system will be followed for execution of work.

33. Uncorrected Defects

If the Contractor has not corrected a Defect pertaining to the Defect Liability Period under clause 32.1.1 and of these Conditions of Contract, to the satisfaction

R. K. Singh
Nodal Officer
Agra Smart City Limited

DHARMVIR GUPTA
General Manager
Agra Smart City Limited

K. B. Singh
Addl. C.E.O.
Agra Smart City Limited

131
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. Bill of Quantities

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.

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 roads. The payment to the Contractor is performance based for routine maintenance of roads.

35. Variations

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


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.


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.

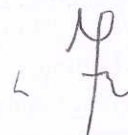
If the rate for Variation item cannot be determined in the manner specified in Clause 36.1 or 36.2, the Contractor shall, within 14 days of the issue of order of variation work, inform the Engineer the rate which he proposes to claim, supported by analysis of the rates. The Engineer shall assess the 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

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


DHARMVIR GUPTA
General Manager
Agra Smart City Limited


K. B. Singh
Addl. C.E.O.
Agra Smart City Limited



38. Payment Certificates

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

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.

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.

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

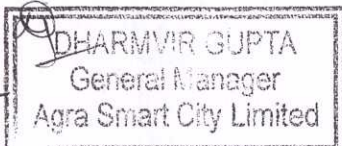
The following shall be Compensation Events unless they are caused by the Contractor


- 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.
- 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

- c) The rates quoted by the Contractor shall be deemed to be inclusive of the sales and other levies, duties, royalties, cess, toll, taxes of Central and State



R. K. Singh
Nodal Officer
Agra Smart City Limited


DHARMVIR GUPTA
General Manager
Agra Smart City Limited


K. B. Singh
Addl. G.E.O.
Agra Smart City Limited



129
Governments, local bodies and authorities that the Contractor will have to pay for the performance of this Contract if any but exclusive of G.S.T.

42. Currencies

All payments will be made in Indian Rupees.

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

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.

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.

The additional performance security for unbalanced bids as detailed in Clause 17 Notice Inviting is repaid to the contractor when the construction work is complete.

The performance security equal to the five percent of the contract price in Clause 17 Notice Inviting Tender is repaid to the contractor when the period of two years finished or defect liability period is over and the Engineer has certified that the contractor has satisfactorily carried out the Works.

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

44. Liquidated Damages

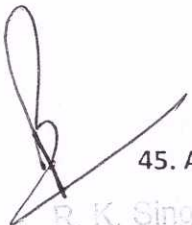
The Contractor shall pay liquidated damages to the Employer at the rate per week or part thereof stated in the Contract Data for the period that the Completion Date is later than the Intended Completion Date. Liquidated damages at the same rate shall be withheld if the Contractor fails to achieve the milestones prescribed in the Contract Data. However, in case the Contractor achieves 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.

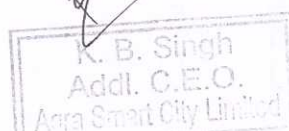
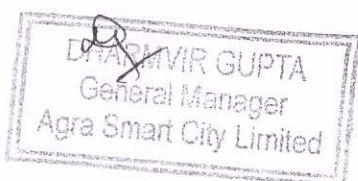
If the Intended Completion Date is extended after liquidated damages have been paid, the Engineer shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate.

45. Advance Payment

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:

- Mobilization advance up to 5 percent of the contract price.


R. K. Singh
Nodal Officer
Agra Smart City Limited





b) Equipment advance up to ninety 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.

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 as been used in this way by supplying copies of invoices or other documents to the Engineer.

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

The Performance Security equal to five percent of the contract price and additional security for unbalanced bids shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in the 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

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


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

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



50. Final Account

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.


DHARMVIR GUPTA
General Manager
Agra Smart City Limited


K. B. Singh
Addl. C.E.O.
Agra Smart City Limited





R. K. Singh
Nodal Officer
Agra Smart City Limited

126
In case the account is not received within 21 days of issue of Certificate of Completion as provided in clause 50. I above, the engineer shall proceed to 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

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.

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.

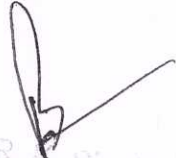
52. Termination


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

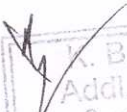
Fundamental breaches of Contract shall include, but shall not be limited to, the following:

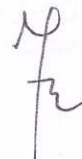
- a) the Contractor stops work for 28 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Engineer;
- b) the Contractor is declared as bankrupt or goes into liquidation other than for approved reconstruction or amalgamation;
- c) the Engineer gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Engineer;
- d) the Contractor does not maintain a Security, which is required;
- e) the Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as defined in clause 44.1;
- f) the Contractor fails to provide insurance cover as required under clause 13;
- g) if the Contractor, in the judgment of the 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 any thing 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.
- h) 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;
- i) if the Contractor fails to set up a field laboratory with the prescribed equipment, within the period specified in the Contract Data; and
- j) Any other fundamental breaches as specified in the Contract Data.
- k) if the Contractor fails to deploy machinery and equipment or personnel as specified in the contract Data at the Appropriate time.

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


R. K. Singh
Nodal Officer
Agra Smart City Limited


DHARMVIR GUPTA
General Manager
Agra Smart City Limited


A. B. Singh
Addl. C.E.O.
Agra Smart City Limited



126

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

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.

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

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

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

F. Other Conditions of Contract

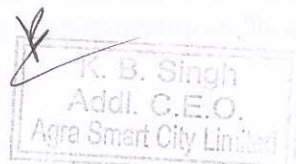
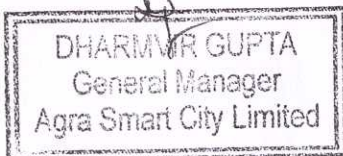
56. Labor

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.

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

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



25
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

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.

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

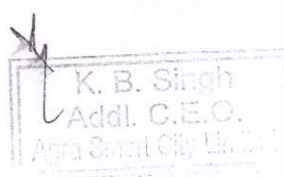
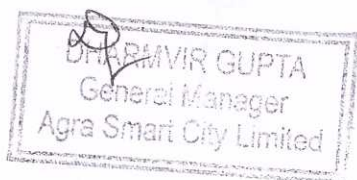
The Contractor shall duly comply with the provisions of the Apprentices Act 1961 (III of 1961), the rules made there under and the orders that may be issued from time to time under the said Act and the said Rules and on his failure or neglect to do so he shall be subject to all liabilities and penalties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

60. Criminals are prohibited from bidding

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.**

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.**



Handwritten signature and a rectangular stamp. The stamp contains the text: 'K. S.', 'Nodal C', 'Agra Smart Ci'.

Handwritten signature.

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.

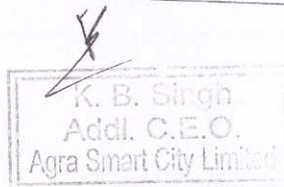
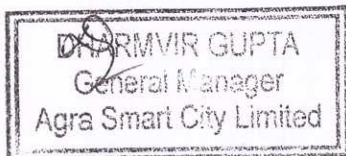
1. The Employer is:
[Cl.1.1]
Designation: **Chief Executive officer, ASCL Agra**
E-mail ID : agrasmartcitylimited@gmail.com
2. The Intended Completion Date for the whole of the Works is **AS PER NIT** [Cl.1.1, 17&27]
after start of work.
3. **The Site is located : Agra U.P.**
4. The Start Date shall be Same days after the date of issue of the Notice to [Cl.1.1]
Proceed with the work.
5. The works shall, inter-alia, include the following, as specified or as directed.

(A) Road Works

Site clearance; setting-out and layout; widening of existing carriageway and strengthening including camber corrections; construction of new road bituminous pavements remodelling/construction of junctions, intersections, supplying and placing of drainage channels, flumes, guard posts & other related items; construction/extension of cross drainage works, bridge, approaches and other related items; road markings, road signs and kilometre/hectometre stones; protective works for roads/bridges; all aspects of quality assurance of various components of the works; rectification of the Defects in the completed works during the Defects Liability Period; submission of "As-built" drawings and any other related documents; and other item of work as may be required to be carried out for completing the works in accordance with the Drawings and provisions of the contract to ensure safety and planting of trees along the roads.

6. Section completion is [Cl.2.2]
7. The following documents also form part of the Contract: [Cl.2.3(11)]
8. (a) The law which applies to the Contract is the law of Union of India. [Cl.3.1]
(b) The language of the Contract documents is English. [Cl.3.1]
9. The Schedule of Other Contractors is attached. [Cl.8.1]
10. Deleted [Cl.9.1]
- 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
B. Loss of or damage to equipments	2.5 % of contract value	



Handwritten signature

K. Singh
odal Officer
art City Limited

123

C	Loss of or damage to property (except the works, plant, Materials, and Equipment) in Connection with the contract:	1 % of contract value		Company of India plus 20% of premium amount for items A, B, C & D
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(a) Amount and deductible for insurance are:

[cl.13.3 (a)]

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

14. Site investigation report

[cl.14.1]

15. Deleted

16. Competent authorities are:

[Cl. 24.1]

Chief Executive Officer, Agra Smart City Limited Agra.

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. 26.3]

18. The key equipment for field laboratory shall be :

S.No	Name Of Equipment	Quantity
1	CTM	01
2	Sieve Analysis	01 Set
3	Slump Cone	01
4	UTM	01

ARMVIR GUPTA
General Manager
Agra Smart City Limited

K.B. Singh
Addl. C.E.O.
Agra Smart City Limited

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

20. The authorized person to make payments is **CEO, Agra Smart City Limited, Agra.** [CI 39.2]

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

(1) 1/8th of the value of entire contract work up to 1/4th of the period allowed for completion of construction.

(2) 3/8th of the value of entire contract work up to 1/2nd of the period allowed for completion of construction.

(3) 3/4th of the value of entire contract work up to 3/4th of the period allowed for completion of construction.

(b)

Amount of liquidated damages for delay in completion of works	For whole of work 1 percent of the initial contract price, rounded off to the nearest thousand, per week
---	--

(c)

Maximum limit of liquidated damages for delay in completion of work.	10 percent of the initial contract price rounded off to the nearest thousand
--	--

[CI 44.10]

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. [CI 46.1]

23. (a) The Schedule of operating and maintenance manuals N.A. [CI 51.1]

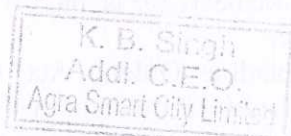
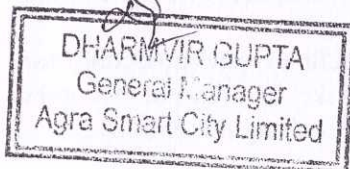
(b) The date by which "as-built" drawings (in scale as directed) in 2 sets are required is within 28 days of issue of certificate of completion of whole or section of the work, as the case may be (including L-section and cross section of the road) [CI 51.1]

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 [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]



R. K. Singh
Nodal Officer
Agra Smart City Limited

12)

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.

DHARMVIR GUPTA
General Manager
Agra Smart City Limited

K. B. Singh
Addl. C.E.O.
Agra Smart City Limited

- 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.

DHARMVIR GUPTA
 General Manager
 Agra Smart City Limited

R. K. Singh
 Nodal Officer
 Agra Smart City Limited

K. B. Singh
 Addl. CEO
 Agra Smart City Limited

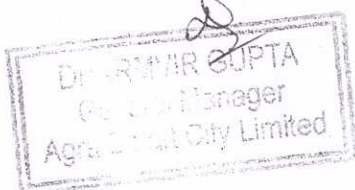
[Handwritten signature]

Section 4.

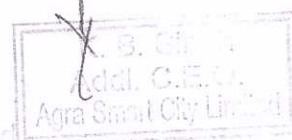
Conditions of Contract

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 MORTH specifications/PWD detailed specification and instruction of Engineer-in-charge.
3. The conditional tender shall be liable to be rejected.
4. Hiding of any information by contractor will result in rejection of his tender.
5. The quantities are liable to vary on either side to any extent as per actual requirement of work for which no claim whatsoever by the contractor shall be entertained.
6. 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. Payment of all bituminous works- will be made on the basis of least quantity Arrived as by the following method:-
 - (I) Volume of bituminous work will be calculated by taking levels before and after the execution of particular activity at regular grids as prescribed by MORTH.
 - (II) Mix in each tipper will be taken at contractors cost and divided by the actual average field density of the stretch of each day of work and deemed volume will be arrived at. However, the contractor must note that density of any point should not be less than the permissible limit with respect to job mix.
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. Contractor shall procure Bitumen from Indian Oil Corporation, Hindustan Petroleum and shall produce the original C.R.C. issued by the company at the time of claiming the payment for bitumen and get reconciled against consumption in each running 'bill. If bitumen brought by the contractor is less than the calculated quantity arrived at by the measured quantity of works, the difference in such quality will be deducted from contractor's bill.
12. For earth work, each borrow pit will have get to be approved from competent authority by furnishing all physical/chemical characteristic of earth of each borrow pit before start of work. The contractors are advised to survey the area to ascertain the availability of earth before tendering.
13. Payment for this work will be done after PWD completes the WMM and DBM work in the same chainage where repairing work proposed.
14. No extra payment for levelling, dressing and required compaction of existing sand layer.



K. Singh
Nodal Officer
Agra Smart City Limited



M
R

15. MAINTENANCE DURING DEFECT LIABILITY PERIOD

The Defect Liability for this work is 24 months. During this period, it shall be the responsibility of the contractor to clean the area etc. at an acceptable serviceability level as directed by the Engineer in charge.

16. Project Management Consultancy:

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

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

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

[Handwritten mark]

[Handwritten signature]
 DHARMVIR GUPTA
 General Manager
 Agra Smart City Limited

[Handwritten signature]
 R. K. Singh
 Nodal Officer
 Agra Smart City Limited

[Handwritten signature]
 K. B. ...
 Adcl. ...
 Agra Smart City Limited

[Handwritten signature]