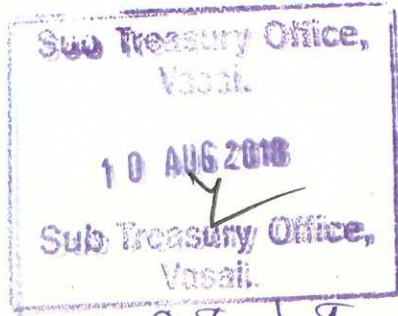




महाराष्ट्र MAHARASHTRA

2018

TS 677079



10-08-18 AGREEMENT

Today on this date 20th August 2018, this agreement is executed between

Part 1: Chief Executive Officer, Agra Smart City Ltd. (ASCL) And Part 2:

M/s Zee Learn Limited, Mumbai (Lead Bidder)

M/S. Edique Solutions Pvt Ltd, Noida. (Consortium partner)

It is evident that the minimum quoted bid for the project, "Digital education in Nagar Nigam Boys Inter college and Nagar Nigam Girls High School in Tajganj Agra -including five years of Operation and maintenance." have been received from the consortium of M/s. Zee Learn Limited-M/s.Edique Solutions Pvt Ltd Noida, which is (0.25% below) from estimated cost, amounting to Rs.52,06,950.00(in Words Fifty two lacs Six thousand nine hundred fifty only)+(18% GST) 9,37,251.00(Nine lacs thirty seven thousand two hundred fifty one only). Total cost of project including GST will be 61,44,201.00 (In words Sixty one lacs Fourty four thousand two hundred one rupees only.) and that this has been approved by the Chairman, ASCL and intimated the contractor vide letter no.359/ASCL/2018-19.



Handwritten signature in blue ink.



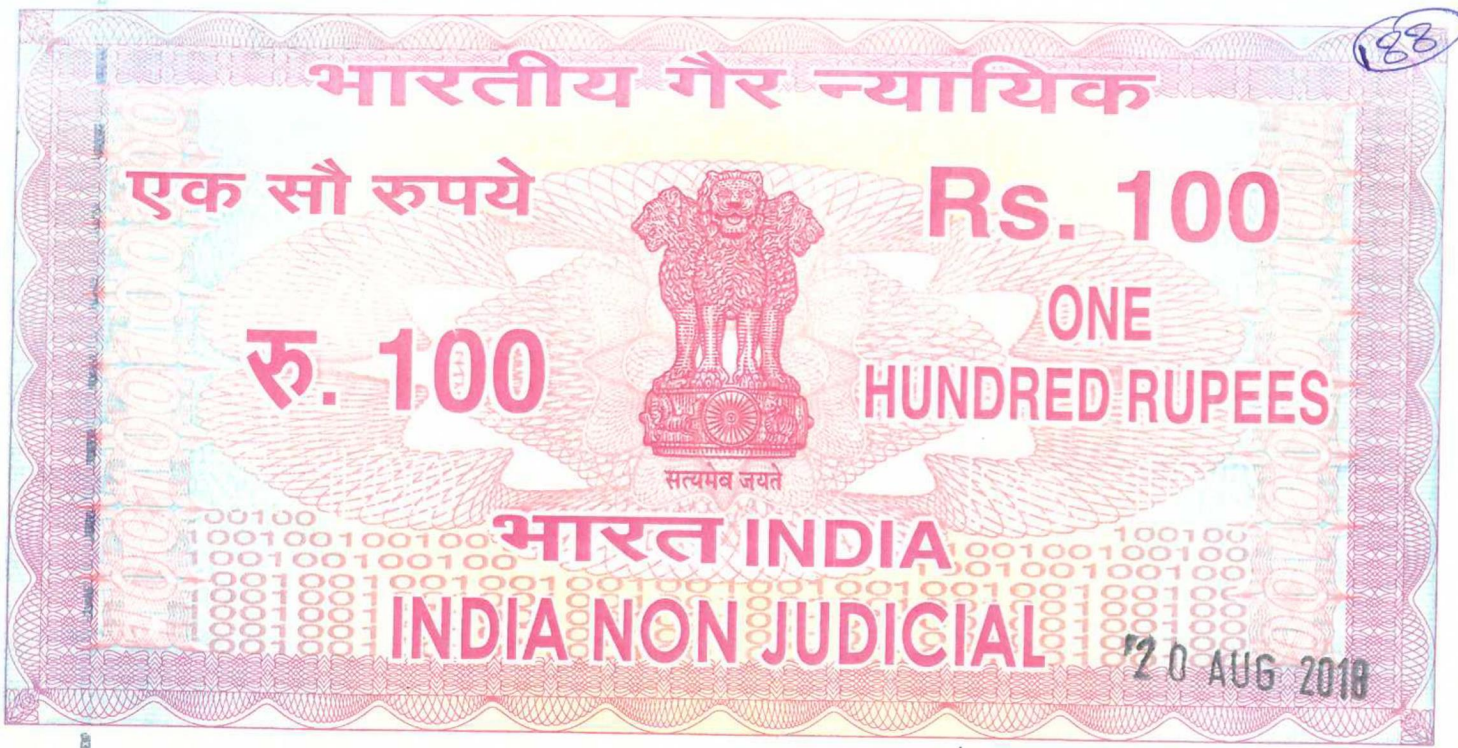
1. That the contractor, along with his representatives and successors have themselves bound through this agreement wherein, he has agreed and signed all the terms and conditions of Agra Smart City Ltd. , Engineering Department and that both parties have signed, is related to it and shall be treated a part of it.
2. 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 shall the contractor be entitled to claim enhanced rates for items in this contract.
3. That the contractor has submitted DD No:-523126 as against refundable EMD amounting to Rs. 4,61,000.00 dated on 26th July 2018 and Account no.026740600006369/1, dated on 20th Aug 2018 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.
4. That the detailed conditions of GCC (General Conditions of Contract) PWD Uttar Pradesh shall be a part of this agreement and any violation of any related terms and conditions mentioned therein shall be treated as breach of this contract. (Not Applicable)
5. The work related to installation and commissioning of the smart classes will resume after completion of all civil and electrical related work. The start date of Phase 1 will be 8th October 2018 for 2 classroom (Min.) and date Of Completion of the same would be guided by terms of the RFP.
6. Defect liability period and Operation & maintenance period will be calculated from date of completion.

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6. Defect liability period and Operation & maintenance period will be calculated from date of completion.
7. Before signing the First and Final bill/Running Account bill/Final bill, the ASCL should see that:
 - a) The statutory deduction on account of income tax, wherever due, has been made from the bill of the contractor, and
 - b) Part or complete payment will be made only on satisfactory completion of work in full / part thereof and value of work executed shall be determined based on the measurements and check measurements by the Engineer in the Measurement Book.
 - c) For every Bill, 18% GST (extra) will be paid to the contractor based on the value of the work done for Construction by the ASCL. After the payments including 18% of GST, the Contractor should pay the GST amount to Government through his GST Registration No. and produce a copy to the ASCL.
 - i. First Bill Payment:

At the time of payment for first running account bill, the contractor should produce the GST paid details on goods (Materials) to the ASCL for ITC (Input Tax Credit).
 - ii. Intermediate Bill Payment (Running Account Bill):

At the time of payment of next running account bill, the contractor should produce the GST paid details of services up to previous bill payment to the ASCL.

681



महाराष्ट्र MAHARASHTRA

2018

TS 677078



10-08-18

Undertaking

Letter of Oath / from undertaking with M/s.Zee Learn Limited, Mumbai (Lead Bidder), M/s. Edique Solutions Pvt Ltd, Noida. (Consortium partner)

wearer, sworn to take following undertaking:

1. That the swearer had been awarded following work from Agra Smart City Limited:

Name of work: "Digital education in Nagar Nigam Boys Inter college and Nagar Nigam Girls High School in Tajganj Agra -including five years of Operation and maintenance."

2. That this agreement is being executed on Rs. 100 stamp paper in sequence of G.O. number वि०क०नी० -5-1712/ ग्यारह 2006-500 (डक्यू-29) / 2005, dated 2 May, 2006 and in reference to letter no. सं० 0-8538शा/41 स्टाम्प रजि शुल्क/ नि०से० / 96-97 dated 30/11/2006 from Directorate, Local Bodies, 8th Floor, Indra Bhawan, Lucknow.



3. That till the final decision is not made in favour of State Government under the Special Leave Petition (SLP) filed by the State Government in Hon'ble Supreme Court, New Delhi in Stamp Case; above said contract is being signed on Rs. 100 stamp paper under Indian Stamp Act schedule 1(b), paragraph-57.
4. That I, swearer gives undertaking that in case the decision comes in favour of State Government under pending Special Leave Petition (SLP) in Hon'ble Supreme Court, New Delhi; then, I, Contractor / Swearer shall be liable for the payment of more than Rs. 100 stamp duty within two (02) months of the decision in above said S.L.P. in favour of Agra Smart City Limited, Agra.
5. In case, I, Contractor/Swearer, is unable to pay the due amount within the said duration; the Agra Smart City Limited shall have the right to recover the said amount from Collector, Agra in accordance with the land revenue basis and I shall have no objection in that case.



Contractor/Swearer

✓ R



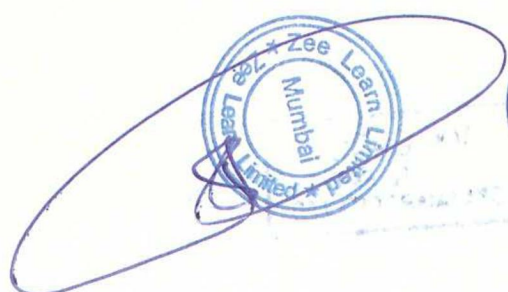
Agra Smart City Limited, Agra

REQUEST FOR PROPOSEL

Request for Proposal for providing Digital Education in Municipal Schools

Agra Smart City Limited (ASCL), Office of Nagar Nigam, Agra, UP-282001

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5. Section 4: Technical Proposal23
 6. Section 5: Financial Proposal34

Tender Details:

Name of Work	Request for Proposal for providing Digital Education in Municipal Schools
Name of Client	Agra Smart City Ltd.Agra
Date of Issue/ Publication	05.07.2018
Pre-Bid meeting	18.07.2018 at 16:00 Hrs
Total Project Cost	Rs.52,20,000.00/-
Bid Document Cost	Rs.1200+18% G.S.T
Bid Security (Earnest Money)	Rs.4,61,000.00
Due Date of Bid Submission	27.07.2018 till 17:30 Hrs
Time and Date of Bid Opening	28.07.2018 after 16:00 Hrs
Validity of the Bid	90 days from date of submission of Bid

The issue of this RFP document does not imply that the Agra Smart City Ltd. is bound to select an Applicant or to appoint the selected Applicant or Concessionaire, as the case may be, for the Project and the Agra Smart City Ltd. reserves the right to reject all or any of the Applicants or Bids without assigning any reason whatsoever.

The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Agra Smart City Ltd. or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Applicant and the Agra Smart City Ltd. shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

For more details contact Chief Executive Officer, ASCL address- CEO, ASCL Nagar Nigam, Agra, contact no. 0562-2520615 and through mail at- gm@agrasmartcity.in

Also, the tender document can be downloaded from the following portals:
www.nagarnigamagra.com, <http://etender.up.nic.in>, www.Smartnet.niua.org,
www.agrasmartcity.in

The image contains several handwritten signatures and official stamps. On the left, there is a circular blue stamp for 'Zee Learn Limited Mumbai' with a signature over it. To its right is another circular stamp with a signature. Further right is a rectangular stamp with the name 'VK. GARG' and 'AGRA SMART CITY LTD.' below it. At the bottom, there are three more handwritten signatures.

2. Section 2: Instructions to Bidders - Part I

2.1. Definitions

- a) "Addendum" means the clarification issued against the bidder's query placed before the employer in writing before or during the pre-bid meeting. It may be release in form of addendum or corrigendum.
- b) "Employer" means the Agra Smart City Ltd. who have invited the bids for the services and/ or with which the selected Bidder signs the Contract for the Services and to which the selected bidder shall provide services as per the terms and conditions and TOR of the contract.
- c) "Bidder" means any entity or person or associations of person who have been requested to submit their proposals that may provide or provides the Services to the Employer under the Contract.
- d) "Contract" means the Contract signed by the Parties and all the attached documents listed in its Clause, that is the General Conditions (GC), the project Specific Conditions (SC), and the Appendices.
- e) "Project specific information" means such part of the Instructions to Bidders used to reflect specific project and assignment conditions.
- f) "Day" means calendar day.
- g) "Government" means the government of India /State/Local Government/Agra.
- h) "Instructions to Bidders" means the document which provides Bidders with all information needed to prepare their proposals.
- i) "LOI" means the Letter of Invitation being sent by the Employer to the bidders.
- j) "Personnel" means professionals and support staff provided by the Bidder or by any Sub-Bidder and assigned to perform the Services or any part thereof; "Foreign Personnel" means such professionals and support staff who at the time of being so provided had their domicile outside the Government's country; "Domestic Personnel" means such professionals and support staff who at the time of being so provided had their domicile in India.
- k) "Proposal" means the Technical Proposal and the Financial Proposal.
- l) "RFP" means the Request for Proposal prepared by the Employer for the selection of Bidders, based on the SRFP.
- m) "SRFP" means the Standard Request for Proposals, which must be used by the Employer as a guide for the preparation of the RFP.
- n) "Assignment / job" means the work to be performed by the Bidder pursuant to the Contract.
- o) "Sub-Bidder" means any person or entity with whom the Bidder subcontracts any part of the Assignment/ job.
- p) "Terms of Reference" (TOR) means the document included in the RFP as Section 5 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Employer and the Bidder, and expected results and deliverables of the Assignment/ job.



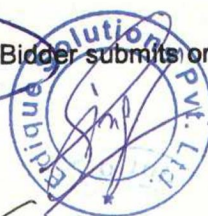
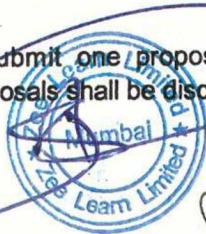
- **Conflicting activities:** (i) An bidder that has been engaged by the Employer to provide goods, works or Assignment/ job as per the scope of work other than Assignment/ job for a project, and any of its affiliates, shall be disqualified from providing Assignment/ job related to those goods, works or Assignment/ job. Conversely, The contractor hired to provide Assignment/ job for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods or works or Assignment/ job other than Assignment/ job resulting from or directly related to the contractor's Assignment/ job for such preparation or implementation. For the purpose of this paragraph, Assignment/ job other than consulting Assignment/ job are defined as those leading to a measurable physical output, for example surveys, exploratory drilling, aerial photography, and satellite imagery.
 - **Conflicting Assignment/ job;** (ii) A Bidder shall not be hired for any Assignment/ job that, by its nature, may be in conflict with another Assignment/ job of the Bidder to be executed for the same or for another Employer. For example, a Bidder assisting an Employer in the privatization of public assets shall not purchase, nor advice purchasers of, such assets. Similarly, a Bidder hired to prepare Terms of Reference for an Assignment/ job shall not be hired for the Assignment/ job in question.
 - **Conflicting relationships** (iii) A Bidder (including its Personnel) that has a business or family relationship with a member of the Employer's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the Assignment/ job, (ii) the selection process for such Assignment/ job, or (iii) supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Employer throughout the selection process and the execution of the Contract.
- c) Bidders have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Employer, or that may reasonably be perceived as having this effect. Any such disclosure shall be made as per the Standard forms of technical proposal provided herewith. If the bidder fails to disclose said situations and if the Employer comes to know about any such situation at any time, it may lead to the disqualification of the Bidder during bidding process or the termination of its Contract during execution of assignment.

2.5. Unfair Advantage

- a) If a Bidder could derive a competitive advantage from having provided consulting Assignment/job related to the Assignment/job in question and which is not defined as conflict of interest, the Employer shall make available together with this RFP all information that would in that respect give such Bidder any competitive advantage over competing Bidders.

2.6. Proposal

Bidders may only submit one proposal. If a Bidder submits or participates in more than one proposal, such proposals shall be disqualified.



2.11. Earnest Money Deposit (EMD) and Bid Processing Fees


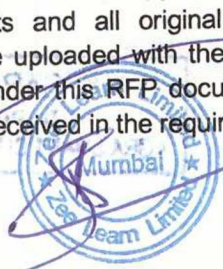

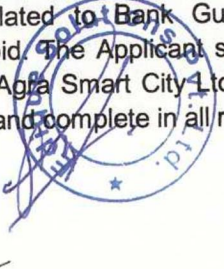

All bids must be accompanied by a Bid Security (EMD) of Rs.4,61,000.00/- (Rupees one lakh only) in accordance with the provisions of this RFP in the form of FDR/DD of scheduled Bank which shall be duly pledged in favor of "Chief Executive Officer, Agra Smart City Ltd" payable at Agra. The scanned copy of bid document fee (Tender Cost), Earnest Money, Power of attorney must be up loaded electronically along with all the bid documents.

2.12. Bid Processing Fees

All bidders are required to pay Rs.1200/- (Rupees One thousand two hundred only) + 18% GST in the form of FDR/TDR of scheduled Bank which shall be duly pledged in favor of "Chief Executive Officer, Agra Smart City Ltd. The Bid Processing Fee is Non-Refundable. Non-submission of Bid Processing fee along with the Technical Proposal will be treated as non-responsive bid.

2.13. Submission, Receipt and Opening of Proposal

- a) The original proposal, both technical and Financial Proposals shall contain no interlineations or overwriting, except as necessary to correct errors made by the Bidders themselves. The person who signed the proposal must initial such corrections. Submission letters for both Technical and Financial Proposals should respectively be in the format of TECH-1, and FIN- 1.
- b) An authorized representative of the Bidders shall initial all pages of the original Technical and Financial Proposals. The authorization shall be in the form of a written power of attorney accompanies the Proposal or in any other form demonstrating that the representative has been dully authorized to sign.
- c) Applicant (authorized signatory) shall submit its offer for preliminary qualification, technical and financial proposal e-procurement system. However, Tender Document Fees, and Earnest Money Deposit (EMD) should be deposited as per details provided in the bid document. The bid document complete in all respect is to be submitted on or before the time of last date of submission of bid through e-procurement system. Agra Smart City Ltd. will not be responsible for delay in submission due to any reason.
- d) Bidders who wish to participate in this proposal will have to register on e- procurement system of UP Govt. to participate in online proposals, bidders will have to procure Digital Signature Certificate. Bidders who already have a Valid Digital Certificate need not procure a new digital certificate. Before electronic submission of proposal, it should be ensured that all the proposal papers including conditions of contract are read, understood by the Applicant. The uploaded document of the bid shall contain no alteration, or additions, unless notified. In case, the bidder makes addition and/or correction, the provision written in the original document, read with the addendum or corrigendum issued shall prevail. However, scanned copy or proposals technical eligibility document and financial eligibility documents and all original papers related to Bank Guarantee, Power Attorney etc. should be uploaded with the technical bid. The Applicant shall provide all the information sought under this RFP document. The Agra Smart City Ltd. will evaluate only those Bids that are received in the required formats and complete in all respects.

V.K. GARG
 TL. P.M.C
 AGRA SMART CITY LTD.

2.15. Award of Contract

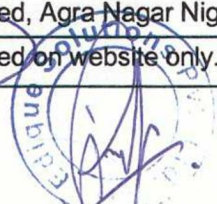
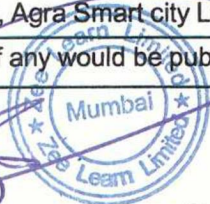
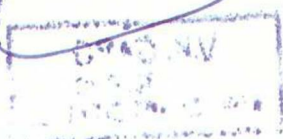
- After completing negotiations, the Employer shall issue a Letter of Intent to the selected Bidder and promptly notify all other Bidders who have submitted proposals about the decision taken.
- The bidders will sign the contract after fulfilling all the formalities/ pre-conditions including Performance Guarantee as mentioned in the standard form of contract within 10 days of issuance of the letter of intent.
- The Bidder is expected to commence the Assignment/ job on the date and at the location specified in the document.

2.16. Confidentiality

- Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Bidders who submitted the Proposals or to other persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any Bidder of confidential information related to the process may result in the rejection of its Proposal and may be subject to the provisions of the Employer's antifraud and corruption policy.
- The employer reserves the right to verify all statements, information and documents submitted by the Applicant in response to the RFP. Any such verification or the lack of such verification by the Employer to undertake such verification shall not relieve the Applicant of its obligation or liabilities here under nor will it affect any rights of the Employer here under.
- The selection process shall be governed by and construed in accordance with the laws of India and Distt. Courts at Agra and High Court of judicature at Allahabad shall have exclusive jurisdiction and all disputes arising under pursuant to and/or in connection with the Selection Process.

3. Instructions to Bidders - Part II**DATA SHEET**

1. Name of the Assignment	:	Request for proposal for providing digital education in municipal schools
2. Last date for Purchase of Tender	:	As Per NIT
3. Last date of Pre bid quires through mail at gm@agrasmartcity.in	:	As per NIT
4. Pre-Bid Meeting	:	As per NIT
5. Last date for submission of	:	As per NIT
6. Last date for Submission of	:	As per NIT
7. Technical Bid Opening Date	:	As per NIT
8. Tender Document and other details shall be available on:-		https://etenders.up.gov.in , https://smartnet.niua.org , www.agrasmartcity.in , www.nagarnigamagra.com .
9. Address for Correspondence :		Chief Executive Officer, Agra Smart city Limited, Agra Nagar Nigam Agra, (utter Pradesh)
10. Amendment to NIT, if any would be published on website only.		



14.	The bidder must provide Manufacturer Authorization forms (MAFs) from all OEM in the name of the bidder/lead bidder authorizing them to quote in this tender on their behalf. They should also provide technical compliance and brochures from OEMs.	MAFs, technical Compliances and product brochures
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The bidder should submit (self-attested) documentary proof in support of each of the above conditions. The incomplete offers will be summarily rejected without any further correspondence.

Bidders who will qualify basis the above criteria may be called for a technical presentation in order to evaluate the technical understanding and capability of the bidders.

Tendering authority have all the rights to reject or select the bidders for further evaluation on the basis of Technical Presentation and demonstration of capabilities by the bidder.

The price offers of only those parties who qualify in the first stage and make a satisfactory presentation shall be opened at time and date to be notified separately.

Tendering authority reserves the right to accept or reject any or all the offers without assigning any reason.

4. Section 3: Terms of Reference (TOR)

4.1. Background

Agra city is governed by Municipal Corporation which comes under Agra Metropolitan Region. The Agra city is located in Uttar Pradesh state of India. As per provisional reports of Census India, population of Agra in 2011 is 1,585,704; of which male and female are 845,902 and 739,802 respectively. Although Agra city has population of 1,585,704; its urban / metropolitan population is 1,760,285 of which 939,875 are males and 820,410 are females.

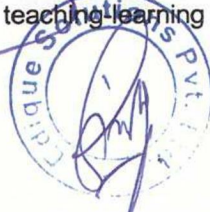
4.2. Project Digital Classroom:

The objective of this project is to achieve enhanced interactivity in teaching-learning process of classrooms and reinforce teaching, learning and assessment through school digitization with help of interactive system encompassing software and hardware.

Digital Education Concept, Model, Methodology & Expected Outcomes

What is "Digital classroom" Model?

Digital Classroom is a school digitization Programme to enhance classroom interactivity and teaching learning process with the help of technology tools, like Projector, Interactive Computing device, Bluetooth Speaker, Whiteboard, Online UPS and Multimedia content etc. It aims to reinforce teaching-learning and evaluation process.



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4.6. Terms of Payment:

Payment will be made against achieving milestones of the project as stated in the contract as submitted by the invoice within 15 days after verification of the work.

- a. 70% of the payment will be made on the delivery of hardware in the schools and submission of delivery reports signed by the school principal/authority alongwith the invoice
- b. 30% payment will be made after installation of the equipments in the schools and submission of Installation and commissioning report signed by School Principal/authority along with the invoice.

The bidder has to submit a performance bank guarantee of 10% of the project value with a validity of 3 years in the name of _____. At the time of issuance of purchase order or signing of the agreement.

4.7 Implementation Timelines

The bidder has to complete the installation and commissioning of the Smart Classes in the schools within 60 days of signing of the agreement with Agra Smart City. In case of failure to meet the timelines a penalty of 0.5% of the project value per week will be applicable for each delayed week.

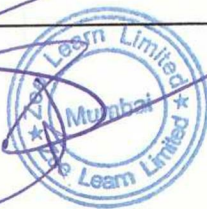
The image contains several handwritten signatures and official stamps. On the left, there are two circular blue stamps: one for 'Zee Learn Limited, Mumbai' and another for 'Bidue Solutions Pvt. Ltd.'. To the right, there is a rectangular stamp for 'V.K. GARG, TL, PMC, AGRA SMART CITY LTD'. Below these, there are several handwritten signatures in blue ink. At the bottom center, there is a faint rectangular stamp with illegible text.

FORM TECH-2

FORM 2 A: BIDDER'S ORGANIZATION AND EXPERIENCE

Details of Bidder

a.	Name of Firm/Company with full address	
b.	Tel. No.	
c.	Fax No.	
d.	Email	
e.	Year & Date of Registration.	
f.	Name and address of the person holding the Power of Attorney.	
g.	Name of Bankers with full address.	
h.	GSTN Registration Number (copy).	
i.	Permanente Account Number (copy).	
j.	Are you presently debarred / Blacklisted by any Government Department /Public Sector Undertaking /Any Employer? (If Yes, please furnished details)	
k.	Name and details (Tel / Mobile / E mail) of contact persons	



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FORM 2C: ENGAGEMENT EXPERIENCE

LIST PROJECTS IN THE LAST FIVE YEARS WHICH ARE SIMILAR TO THAT IN THE RFP.

Assignment name:	Value of the contract (in current INR):
Country:	Duration of assignment (months):
Name of Employer:	Nature of assignment:
Address:	
Start date (month/year): Completion date (month/year):	
Narrative description of Project:	

(Along with the details the bidder is also required to submit the supportive documents/ Work undertaken for each of the projects)



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175

FORM TECH-6
LETTER OF DECLARATION FOR NOT HAVE BEEN BLACK LISTED

[Location, Date]

To,
The Chief Executive Officer,
Agra Smart City Ltd.
Agra Municipal Corporation, Agra

Subject: Letter of Declaration for not have been Blacklisted

We, [Name of firm or organization] have not been black listed/ debarred/ termination of contract except for reasons of convenience of Employer by any Government/ Government board/ Corporation/ Agency/ firm/ Statutory Body/ PSU Agency/ firm/ Non-Government/ Government of any sovereign countries/ Private Agencies and Funding Agencies in the last 15 years.

For [Name of BIDDER],

Authorized Signatory [In full and initials]

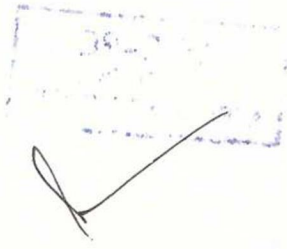
Name and Title of Signatory

Name of BIDDER:

Address



✓



JK

Signed by the within named ----- [Insert the name of the executant BIDDER] Through the hand of Mr..... Duly authorized by the Board to issue such Power of Attorney

Date this.....day of..... Accepted..... Signature of

Attorney (Name, designation and address of the Attorney)

Attested

.....

(Signature of the executant)

(Name, designation and address of the executant)

.....

Signature and tamp of Notary of the place of execution



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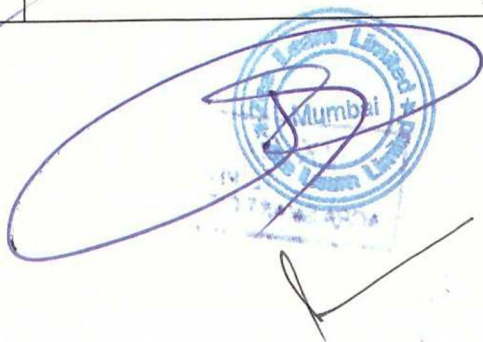
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Bill of quantities:

For Girls School:- (10 Class rooms +01 Lab)

Sr No	Item Description	Quantity	Rate	Amount
1.	Interactive computing Device Processor- Intel Celeron Processor, Dual core, System Memory (RAM)- 2 GB, Storage-150 GB, Wi-Fi Enabled, Intel HD Graphic, Bluetooth 4.0, LAN Port, minimum 2 USB ports, HDMI Out, VGA Out, Audio- minimum 10 watts, Pre-loaded with Windows 10, 64 Bit, Inbuilt Interactivity features: Simultaneous Touch points-255, Signal Refresh Rate- up to 200 FPS at 195 Mn dots / sec, Accuracy- + / - 2 px, Transmission FPS- up to 200 FPS, Calibration- Automatic Calibration, Response Time- 8ms, Power Required- DC Power, BIS certificate With Wireless Keyboard and mouse	11	40000	440000
2.	Projector Laser and LED Hybrid Technology mercury free light source, Instant On/Off ,Brightness- 3000 ANSI Lumens, Contrast ratio- minimum 15000:1 or better, Projection ration 1.54 to 1.71:1, Projected image size minimum 30-300 inches, Light Source life- 10,000 to 20,000 hours, Projection 1.1x manual zoom, XGA, , Input/output ports- VGA/RGB, HDMI with remote control With Wall/Ceiling Mount kit	11	45000	495000
3.	Speaker Bluetooth Speaker 30 Watt	11	5000	55000
4.	1 KVA online UPS with 30 Minutes Power backup	11	12000	132000
5.	Content- Curriculum based Multimedia content for Classes 1-12th in both Hindi and English	11	33000	363000
6.	Whiteboard- 6*4 wooden white board	11	5000	55000
7.	Teacher Training- 7 days training program, initial 3 days then 2 days refresher and again 2 days training on quality components of program	11	10000	110000
8.	Operation and maintenance of 1 st years	Lumpsum	1.00	16,500.00
9.	Operation and maintenance of 2 nd years	Lumpsum	1.00	24,750.00
10.	Operation and maintenance of 3 rd years	Lumpsum	1.00	41,250.00
11.	Operation and maintenance of 4 th years	Lumpsum	1.00	71,250.00
12.	Operation and maintenance of 5 th years	Lumpsum	1.00	96,000.00



CONDITIONS OF CONTRACT

172

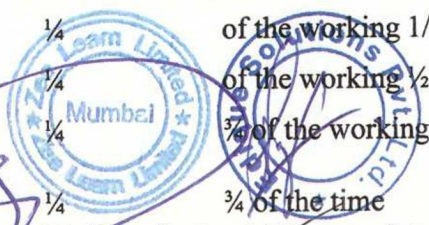
Security Deposit

Clause 1: The person / persons whose tender may be accepted (hereinafter called the Contractor, which expression shall unless excluded by or repugnant to the context include his heirs, executors, administrators and assigns) shall (A) within 10 days (which may be extended by the Chief Executive Officer, ASCL concerned up to 15 days, if the Chief Executive Officer ASCL thinks fit to do so) of the receipt by him of the notification of the acceptance of his tender deposit with the Chief Executive Officer ASCL in F.D.R. (if deposited for more than 12 months of sum as will amount to 5 percent of all moneys so payable such deductions to be held by ASCL by way of security Deposit). Provided always that in the event of the Contractor depositing a lump sum by way of security deposit as contemplated at (A) above then and in such case if the sum so deposited shall not amount to 5 percent of the total estimated cost of the work, it shall be lawful, for ASCL at the time of making any payment to the Contractor for work done under the contract C to Y make up the full amount of 5 percent by deducting a sufficient sum from every such payment as last aforesaid until the full amount of the security deposit is made up. All compensation or other sums of money payable by the Contractor to ASCL under the terms of his contract may be deducted from, or paid by the sale of sufficient part of the security deposit or from the interest arising there from, or from any sums which may be due or may become due by Corporation to the contractor under any other contract or transaction of any nature on any account whatsoever and in the event of his Security Deposit being reduced by a reason of ten days thereafter, make good in cash or F.D.R. pledged to Chief Executive Officer ASCL as aforesaid any sum or sums which may have been deducted from or raised by sale of his security deposit or any part thereof. The security deposit referred to when paid in cash, at the cost of the depositor, be converted and interest-bearing securities provided that the depositor has expressly desired this in writing. If the amount of the security deposit to be paid in a lump sum within the period specified at (A) above is not paid the tender/ contract already accepted shall be considered as cancelled any legal steps taken against the contract for recover of amounts, the amount of the security deposit lodged by a contractor shall be refunded after a date up to which the contract has agreed to maintain the work in good order is over. In the event of the contractor failing or neglecting to complete rectification work within the period up to which the contractor has agreed to maintain the work in good order, then, subject to provisions of clause 17 and 20 hereof the amount of security deposit retained by ASCL shall be forfeited without any notice.

Compensation delay for

Clause-2: The time allowed to carry out the work as entered in the tender shall be strictly observed by the contractor and shall be reckoned from the date on which the order to commence work is given to the Contractor. The work shall through the stipulated period of the contract be proceeded with, all due diligence (time being deemed to be of the essence of the contract on the part of the Contractor) and the Contractor shall pay as compensation and amount equal to one percent as Board ASCL (whose decision in writing shall be final) may decide of the amount of estimated cost of the whole work as shown by the tenderer of everyday the work remains un commenced or unfinished after the proper dates. And further to ensure good progress during execution of the work, the contractor shall be bound, in all cases in which the time allowed for any work exceeds one month to complete.

$\frac{1}{4}$ of the working 1/3 of the time
 $\frac{1}{4}$ of the working 1/2 of the time
 $\frac{1}{4}$ of the working
 $\frac{1}{4}$ of the time
and full work should be completed in (04 Calendar months)



NOTE: The quantity of the work to be done within a particular time to be specified above shall be fixed and inserted in the blank space kept for the purpose of the officer competent to accept the contracts after taking into consideration the circumstances of each case and abide by the program of detailed progress laid down by the Project Engineer. In the event of the Contractor failing to comply with these conditions he shall be liable to pay as compensation, an amount an equal to one percent as the Board ASCL(whose decision in shall be final) may decide of the said estimated cost of the whole work for everyday that the due quantity of work remains incomplete provided always that the total amount of compensation to be paid under the provisions of this clause shall not exceed 10 percent of the estimated cost of the work as shown in the tender. Chief Executive Officer, ASCL, should be the final authority in the respect.

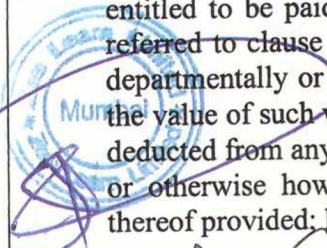
171

Clause-3 :In any case in which under any clause of this contract the Contractor shall have rendered himself liable to pay compensation amounting to the whole of his security deposit whether paid in one sum or deducted by the installments or in the case of abandonment of the work owing to serious illness or death of the Contractor or any other cause the Chief Executive officer, on behalf of the ASCL, shall have the power to adopt any of the following courses, as he may deem best suited to the interest of the ASCL.

- (a) To rescind the contract (for which rescission notice in writing to the Contractor under the hand of Chief Executive officer shall be conclusive evidence) and in that case the security deposit of the Contractor shall stand forfeited and be absolutely at the disposal of the ASCL.
- (b) To carry out the work or any part of the work departmentally debiting the Contractor with the cost of the work, expenditure incurred on the tools and plant, and charges on additional supervisory staff including the cost of the work-charged establishment employed for getting the un-executed part of the work completed and crediting him with the value of the work done departmentally in all respect in the same manner and at the same rates as if it had been carried out by the Contractor under terms of his contract. The certificate of the Chief executive officer as to the costs and other allied expense so incurred and as to the value of the work so done departmentally shall be final and conclusive against the Contractor.
- (c) i) To order that the work of the Contractor be measured up and to take such part thereof as shall be un-executed out of his hands, and to give it to another Contractor to complete, in which case all expenses incurred on advertisement for fixing a new contracting agency ,additional supervisory staff including the cost of the work charged establishment and the cost of the work executed by the new Contractor agency will be debited to the Contractor and the value of the work done or executed through the new Contractor in all respects and in the same manner and at the same rates as if it had been carried out by the Contractor under the terms of his contract. The certificate of the Chief executive officer as to the costs and other allied expense so incurred and as to the value of the work so done departmentally shall be final and conclusive against the contractor.
- ii) In case the contract shall be rescinded under clause (a) above the Contractor shall not be entitled to recover or be paid, any sum for any work thereof actually performed by him under this contract unless and until the Chief Executive officer shall have certified in writing the performance of the such work and the amount payable to him in respect thereof and he shall only be entitled to be paid the amount so certified. In the event of either of courses referred to clause (b) or (c) being adopted and the cost of the work executed departmentally or through new contractor and other allied expense exceeding the value of such work credited to the Contractor the amount of excess shall be deducted from any money due to the Contractor, by ASCL under the contractor or otherwise howsoever or from his security deposit or the sale proceeds thereof provided; however that Contractor shall have no claim against ASCL

Action when whole of security Deposit is forfeited

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	<p>even if the certified value of the work done departmentally or through a new Contractor exceeds the certified cost of such work and allied expenses, provided always that whichever of the three courses mentioned in clause (a), (b) or (c) is adopted by the Chief Executive Officer ASCL, the Contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advance on account of or with a view to the execution of the work or the performance of the contract</p>
<p>Action when the progress of any particular portion of the work is unsatisfactory</p>	<p>Clause – 4: If the progress of any particular portion of the work is unsatisfactory, the Chief Executive Officer ASCL shall notwithstanding that the general progress of the work is in accordance with the conditions mentioned in clause 2 be entitled to take action under clause 3 (b) after giving the Contractor 10 days’ notice in writing. The contractor will have no claim for compensation, for any loss sustained by him owing to such action</p>
<p>Contractor remains liable to pay compensation if action not taken under clause 3 and 4</p>	<p>Clause – 5 :In any case in which any of the powers conferred upon the Project Engineer by clause 3 and 4 shall have become exercisable and the same shall not have been exercised the non-exercise thereof shall not constitute a waiving of any of the condition here of the such power shall notwithstanding be exercisable in the event of any future case of default by the Contractor for which under any clause hereof he is declared liable to pay compensation amounting to the whole of his security deposit and the liability of the Contractor for past and future compensation shall remain unaffected,. In the event of the Project Engineer taking action under sub-clause (a) or (c) of clause 3, he may, if he so desires, take possession of all or any tools and plant, materials and stores in or upon the work of the site thereof belonging to the Contractor, or procured by him and intended to be used for the execution of the work or any part thereof, paying or allowing for the same in account at the contract rates, or in the case of contract rates not being applicable at current market rates to be certified by the Chief Executive officer whose certificate thereof shall be final. In the alternative, the Chief Executive officer may, after giving notice in writing to the Contractor or his duly authorized representative, foreman or other authorized agent required him to remove such tools and plant, materials, or stores from the premises within a time to be specified in such notice, and in the event of the Contractor failing to comply with any such requisition, the Project Engineer may remove them at the Contractor’s expenses or sell them by auction or private sale on account of the Contractor and at his risk in all respects, and the certificate of Project Engineer as to the expenses of any such removal and the amount of the proceeds and expenses of any such sale shall be final and conclusive against the Contractor</p>
<p>Extension of time limit</p>	<p>Clause – 6: If the Contractor shall desire an extension of the time for completion of work on the ground of his having been unavoidably hindered in its execution or on any other ground he shall apply in writing to the Chief Executive officer before the expiration of the period stipulated in the tender or before the expiration of 30 days from the date on which he was hindered as aforesaid or on which the clause for asking for extension occurred, whichever is earlier and the chief executive officer with the approval of Chairman ASCL, if there were reasonable ground for granting an extension, grant such extension as he thinks necessary or proper, the decision of the Chief Executive Officer ASCL in this matter shall be final.</p>
<p>Final Certificate</p>	<p>Clause – 7 :On the completion of the work the Contractor shall be furnished with a certificate by the Project Engineer of such completion; but no such certificate shall be given nor shall the work be considered to be complete until the Contractor shall have removed from the premises on which the work shall have been executed, all scaffolding, surplus materials and rubbish, and shall have cleaned off, the dirt from all wood work, doors, windows, wall, floor or other parts of any building in or upon which the work has been executed, or of which he may have had possession for the purpose of executing the work, nor until the work shall have been measured by the Project Engineer or where the measurements have been taken by his subordinates until they have received approval of the Project Engineer, the said measurements being binding and conclusive against Contractor. If the contractor shall fail to comply with the requirements of this clause as to the removal of scaffolding surplus materials</p>

Final Certificate

	<p>and rubbish and cleaning of dirt on or before the date fixed for the completion of the work the Project Engineer may at the expense of the Contractor, removal such scaffolding, surplus material and rubbish, and dispose of the same as he thinks fit and clean off as such dirt as aforesaid and the Contractor shall from with pay the amount of the all expenses so incurred, but shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually realized by the sale thereof</p>
<p>Payment on intermediate certificate to be regarded as advances</p>	<p>Clause-8: No payment shall be made for any work, estimated to cost less than rupees one thousand till after the whole of work shall have been completed and a certificate of completion given. But in the case of works estimated to cost more than rupees one thousand the Contractor shall on submitting a monthly bill therefore be entitled to receive payment proportionate to the part of the work than approved and passed by the Project Engineer, whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the Contractor. All such intermediate payments shall be regarded as payment by way of advance against the final payment only and not as payment for work actually done and completed and shall not preclude the Project Engineer from requiring any bad, unsound imperfect or unskillful work to be removed or taken away and reconstructed, or re-erected nor shall any such payment be considered as an admission of the due performance of the contract or any part thereof in any respect or the occurring of any claim nor shall it conclude, determine or effect in any other way powers of the Project Engineer as to the final settlement and adjustment of the accounts or otherwise, or in any other way vary or effect the contract. The final bill shall be submitted by the Contractor within one month of the date fixed for the completion of the work, otherwise the Project Engineer certificate of the measurements and of the total amount payable for the work shall be final and binding on all parties</p>
<p>Payment on reduced rates on account of items of work not accepted completion discretion of Engineer-in-Charge</p>	<p>Clause-9: The rates of several items of work estimated to cost more than Rs. 1000/- agreed to within, shall be valid only when the item concerned is accepted as having been completed fully in accordance with the sanctioned specifications. In case where the item of work are not accepted as so completed by the Board ASCL may make payment on account of such item at such reduced rates as he may consider reasonable in the preparation of final or on account bills.</p>
<p>Bill to be submitted</p>	<p>Clause -10: A bill shall be submitted by the Contractor in each month on or before the date fixed by the Project Engineer for all work executed in the previous month and the Project Engineer shall take or cause to be taken the requisite measurement for the purpose of having the same verified and the claim, so far as it is admissible, shall be adjusted, if possible, within 10 days from the presentation of the bill. If the contractor does not submit the bill within the time fixed as aforesaid, the Project Engineer may depute a subordinate to measure up the said work in the presence of the contractor or his duly authorized agent whose counter signature to the measurement list shall be sufficient warrant, and the Project Engineer may prepare a bill from such a list which shall be binding on the contractor in all respects</p>
<p>Bill to be on printed forms</p>	<p>Clause-11: The contractor shall submit all bills on the printed forms to be had in the application at the office of the Project Engineer. The charges to be made in the bill shall always be entered at the rates specified in the tender or in the case of any extra work ordered in pursuance of these conditions, and not mentioned or provided for in the tender at the rates hereinafter provided for such work</p>
<p>Stores supplied by ASCL</p>	<p>Clause-12: If the specification or estimate of the work provides for the use of any special description of materials to be supplied from the store of the Engineering departmental store or if it is required that the contractor shall use certain stores to be provided by the Project Engineer (such materials and stores and the prices to be provided by the Project Engineer (such materials and stores and the prices to be charged therefore as hereinafter mentioned being so far as practicable for the convenience of the contractor but not so far as in any way to control the meaning or effect to this contract specified in the schedule or memorandum hereto annexed) the contractor shall be supplied with such materials and stored as may be required from time to time to be used only by him for the purpose of the contract only, and the value of the full quantity of the materials and stores so supplied shall be set off or deducted</p>

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ASCL

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ASCL

ASCL

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from any sums then due, or thereafter to become due to contractor under the contract, or otherwise, or from the security deposit or the proceeds of the sale thereof if the security deposit is held in pledged securities, the same or a sufficient portion thereof shall in that case be sold for the purpose. All materials supplied to the contractor shall remain the absolute property of ASCL and shall on no account be removed from the site of the work, and shall at all times be open for inspection by the engineer in charge. Any such materials unused and in perfectly good conditions at the time of completion or determination of the contract shall be returned by the engineering departmental store if the Project engineer so requires by a notice in writing given under his hand but the contractor shall not be entitled to return any such materials except with consent of the Project Engineer and shall have no claim for compensation on account of any such material supplied to him as foresaid but remaining unused by him or any wastage in or damage to any such materials

Clause-12 (A): All stores of controlled materials such as cement, steel etc., supplied to the contractor by the ASCL should be kept by the contractor under lock and key and will be accessible for inspection by the Project Engineer or his agents all the time

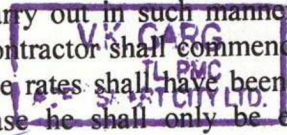
Work to be executed in accordance to specifications, drawings, orders etc.

Clause-13: The contractor shall execute whole and every part of the work in the most substantial and workman like manner, and both as regards materials and every other respect in strict accordance with specifications. The contractor shall also conform exactly, fully, and faithfully to the designs, drawings and instructions in writing relating to the work signed by the Project Engineer and lodged in his office and to which the contractor shall be entitled to have access for the purpose of inspection at such office, or at the site of the work during office hours. The contractor will be entitled to receive three sets of contract drawings and working drawing as well as one certified copy of the accepted tender along with work order free of cost. Further copies of the contract drawings and working drawings if required by him, shall be supplied at the rate of Rs.200/- per set of contract drawings and Rs.100/- per working drawing except where otherwise specified

Alterations in specifications and designs not invalidate Rates for works not entered in estimate or schedule of rate of the PWD

Clause-14: The Project Engineer shall have the power to make any alterations in or additions to original specifications, drawings, designs, and the instructions that may appear to him to be necessary or advisable during the progress of the work, and the contractor shall be bound to carry out the work in accordance with any instructions in this connection which may be given to him in the writing signed by the Project Engineer and such alterations shall not invalidate the contract, and any additional work which the contractor may be directed to do in the manner above specified as part of the work shall be carried out by the contractor on the same conditions in all respects on which he agreed to do the main work, and if the additional and altered work includes any class of work for which no rate is specified in the contract, then such work or class shall be carried out at the rates entered in the Schedule of rates of the PWD or the ASCL or at the rates mutually agreed upon between the Project Engineer or altered work for which no rate is entered in the rates agreed upon then the contractor shall within seven days of the date of receipt by him the order to carry out the work, inform the Project Engineer of the rate which it is his intention to charge for such class of work, and if the Project Engineer does not agree to this rate he shall by notice in writing be at liberty to cancel his order to carry out such class of work and arrange to carry out in such manner as he may consider advisable provided always that if the contractor shall commence work or incurred any expenditure in regard thereto before the rates shall have been determined as lastly herein before mentioned, then in such case he shall only be entitled to be paid in respect of the work carried out or expenditure incurred by him prior to the date of determination of the rate as aforesaid according to such rate or rates as shall be fixed by the Project Engineer in the event of a dispute, the decision of the Board ASCL will be final.

Where, however, the work is to be executed according to the designs, drawings and specifications recommended by the contractor and accepted by the competent authority the alterations above referred to shall be within the scope of such designs, drawings and specifications appended to the tender.



63

The time limit for the completion of the work shall be extended in the proportion that the increase in its cost occasioned by alterations, or additions bears to the cost of the original contract work, and the certificate of the Project Engineer as to such proportion shall be conclusive

Clause 15-:

1) If at any time after the execution of the contract documents the Engineer shall for any reason whatsoever (other than default on the part of the contractor for which the ASCL is entitled to rescind the contract) desires that the whole or the part of the work specified in the tender should be suspended for any period or that the whole or part of the work should not be carried out, at all he shall give to the contractor a notice in writing of such desire and upon the receipt of such notice the contractor shall forthwith suspend or stop the work wholly or in part as required, after having due regard to the appropriate stage at which the work should be stopped or suspended so as not to cause any damage or injury to the work already done or endanger the safety thereof provided that the design of the Engineer as to the stage at which the work or any part of it could be or could have been safely stopped or suspended shall be final and conclusive against the contractor. The contractor shall have no claim to any payment or compensation whatsoever by reason of or suspension, stoppage or curtailment except to the extent specified therein after.

Extension of time in consequence of additions or alterations

2) Where the total suspension of work ordered as aforesaid continued for a continuous period exceeding 90 days the contractor shall be at liberty to withdraw from the contractual obligations under the contract so far as it pertains to the unexecuted part of the work by giving a 10 days prior notice in writing to the Engineer, within 30 days of the expiry of the said period of 90 days, of such intention and requiring the Engineer to record the final measurements of the work already done to pay the final bill. Upon giving such notice the contractor shall be deemed to have been discharged from his obligation to complete the remaining un-executed work under his contract. On receipt of such notice the Engineer shall proceed to complete the measurement and make such payment as may be finally due to the contractor within the period of 90 days from the receipt of such notice in respect of the work already done by the contractor. Such payment shall not in any manner prejudice the right of the contractor to any further compensation under the remaining provisions of this clause

No claim to any payment or compensation for alteration in or restriction of work

No claim to compensation on account of loss due to delay in supply of material by Corporation

3) Where the Engineer required the contractor to suspend the work for a period in excess of 30 days at any time or 60 days in the aggregate, the contractor shall be entitled to apply to the Engineer within 30 days of the resumption of the work after such suspension for payment of compensation to the extent of pecuniary loss suffered by him in respect of working machinery remained idle on the site or on the account of his having and to pay the salary or wages of labor engaged by him during the said period of suspension provided always that the contract shall be not entitled to any claim in respect of any working machinery, salary or wages for the first 30 days whether consecutive or in the aggregate or such suspension in respect of any suspension whatsoever occasioned by unsatisfactory work or any other default on his part. The decision of the Engineer in this regard shall be final and conclusive against the contractor.

No claim to compensation on account of loss due to delay in supply of material by Corporation

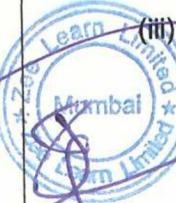
(4) In the event of-

(i) Any total stoppage of work on notice from the Engineer under Sub clause (1) in that behalf.

(ii) Withdrawal from the contractor from the contractual obligation completes the remaining un-expected work under the sub-clause (2) on account of continued suspension of work for a period exceeding 90days

(iii) Curtailment in the quantity of item or items originally tendered on account of any alteration, omission on substitution in the specification, drawings, designs, or instructions under clause 15(1) where such curtailment exceeds 25 % in quantity and the value of quantity curtailed beyond 25 % at the rates for the items specified in the tender is more than Rs.50000/- .It shall be open to the contractor, within 90 days from the service of (i) the notice

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	<p>of stoppage of work or (ii) the notice of withdrawal from the contractual obligations under the contract on account of continued suspension of work or (iii) notice under clause 15(1) resulting in such curtailment, to produce to the Engineer satisfactory documentary evidence that he had purchased or agreed to purchase material for use in the contracted work, before receipt by him of the notice of stoppage, suspension or curtailment and require the ASCL to take over on payment such material at the rates determined by the Board ASCL, provided, however such rates shall in no case exceed the rates at which the same was required by the contractor. The contractor shall thereafter take over the materials so offered, provided the quantities offered, are not in excess of the requirements of the unexecuted work as specified in the accepted tender and are of quality and specifications approved by the Project Engineer</p>
	<p>Clause-15 (A): The contractor shall not be entitled to claim any compensation from the ASCL for the loss suffered by him on account of delay by ASCL in the supply of materials entered in Schedule „A“ where such delay is caused by-</p> <p>(i) Difficulties related to the supply of railway wagons, (ii) Force Majeure, (iii) Act of God, (iv) Act of enemies of the State or any other reasonable cause beyond the control of ASCL.</p> <p>In the case of such delay in the supply of materials, ASCL shall grant such extension of time for the completion of the works as shall appear to the Project Engineer to be reasonable in accordance with the circumstances of the case. The contractor shall accept the decision of the Board ASCL as to the extension of time as final</p>
Time limit for unforeseen claims	<p>Clause-16: Under no circumstances whatever shall the contractor be entitled to any compensation from the ASCL on any account unless the contractor shall have submitted a claim in writing to the Project Engineer within one month of the case of such claim occurring the contractor shall accept the decision of the Board ASCL as to the extension for time as final.</p>
Action and compensation payable in case of bad work	<p>Clause-17: If any time before the security deposit or any part thereof is refunded to the contractor, it shall appear to the Project Engineer or his subordinate in charge of work, that any work has been executed with unsound, imperfect or unskillful workmanship or with the materials of inferior quality, or that any materials or articles provided by him for the execution of the work are unsound, or of a quality inferior to that contracted for or are otherwise not in accordance with the contract it shall be lawful for the Project Engineer to intimate this fact in writing to the contractor and then notwithstanding the fact that the work, materials or articles complained of any have been inadvertently passed, certified and paid for the contractor shall be bound forthwith, to rectify, or remove and reconstruct the work so specified in whole or in part, as the case may require, or if so required, shall remove the materials or articles so specified and provide other proper and suitable materials or articles at his own charge and cost, and in the event of his failing to do so, within a period to be specified by the Project Engineer in the written intimation aforesaid, the contractor shall be liable to pay compensation at the rate of 1 % on the amount of the estimate for every day not exceeding 10 days during which the failure so continues and in the case of any such failure the Project Engineer may rectify and remove, and re-execute the work or remove and replace the material or articles complained of as the case may be at the risk and expense in all respects of the contractor. Should the Project Engineer consider that no such inferior work or materials as described above maybe accepted or made use of it shall be within his discretion to accept the same at such reduced rates as he may fix therefore</p>
Work to be open for Contractor or responsible agent to be present	<p>Clause-18: All work under or in course of execution or executed in pursuance of the contract shall at all times be open to the inspection and supervision of the Project Engineer and his subordinates, and the contractor shall at all times during the usual working hours, and at all other times at which his subordinates to visit the work shall have been given to the contractor, either himself be present to receive orders and instructions or have responsible agent duly authorized in writing present for that</p>

105

purpose. Orders given to the contractors duly authorized agent shall be considered to have the same force and affect as if they had been given to the contractor himself

Notice to be given before work is covered up

Clause-19: The Contractor shall give not less than 5 days' notice in writing to the Project Engineer or his subordinate in charge of the work before measurement any work in order that the same may be measured and correct dimensions thereof taken before the same is so covered up or place beyond the reach of measurement and shall not cover up or place beyond the reach of measurement any work without the consent in writing of Project Engineer or his subordinate in charge of the work and if any work shall be covered up or placed beyond the reach of measurement, without such notice having been given or consent obtained the same shall be uncovered at the contractors expense and in default thereof no payment or allowance shall be made for such work or for the materials with which the same was executed

Contractor liable for damage done

Clause- 20: If during the period of 12 months from the date of completion as certified by the Project Engineer pursuant to Clause 7 of the contract for 12 months after commissioning the work, whichever is earlier in the opinion of the Project Engineer, said work is defective in any manner whatsoever, the contractor shall forthwith on receipt of notice in that behalf from the Project Engineer, duly commence execution and completely carry out at his cost in every respect or the work that may be necessary for rectifying and setting right the defects specified therein including dismantling and reconstruction of unsafe portion strictly in accordance with and in the manner prescribed and under the supervision of the Project Engineer. In the event of the contractor failing or neglecting to commence execution of the said rectification work within the period prescribed thereof in the said notice and/or to complete the same as aforesaid as required by the said notice, the Project Engineer shall get the same executed and carried out departmentally or by any other agency at the risk on account and at the cost of the contractor. The contractor shall forthwith on demand pay to the ASCL the amount of such cost, charges and expenses sustained or incurred by the ASCL of which the certificate of the Project Engineer shall be final and binding on the contractor. Such cost, charges and expenses shall be deemed to be arrears of land revenue and in the event of the contractor failing or neglecting to pay the same on demand as aforesaid without prejudice to any other rights and aforesaid remedies of the corporation the same maybe recovered from the contractor as arrears of land revenue. The ASCL shall also be entitled to deduct the same from any amount, which may then be payable or which may thereafter become payable by the ASCL to the contractor either in respect of the said work or any other work whatsoever or from the amount of security deposit retained by ASCL.

Contractor to supply, Plant, Ladder etc.

Clause-21: The contractor shall supply at his own cost all materials (except such special material, if any as many in accordance with the contract, be supplied from the Engineering Departmental Stores), plant tools appliances implements, ladders, cordage, tackle scaffolding and temporary works requisite or proper for the proper execution of the work, whether, in the original, altered or substituted from and whether including in the specification or other documents forming part of the contract or referred to in these conditions or not and which may be necessary for the purpose of satisfying or complying with the requirement of the Project Engineer as to any matter as to which these conditions, he is entitled to be satisfied, or which he is entitled to require together with the carriage therefore to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials necessary for the purpose of setting out works and counting, weighing and assisting in the measurement or examination at any time and from time to time of the work or the material, failing which the same may be provided by the Engineer-in-Charge at the expenses of the contractor and the expenses may be deducted from any money due to the contractor under the contract or from his security deposit or the proceeds of sale thereof, or of a sufficient portion thereof. The contractor shall provide all necessary fencing and lights required to protect the public from accidents, and shall also be bound to bare the expenses of defense of every suit, action or other legal proceedings, that may be brought by any person for injuries sustained obeying to neglect of the above precautions, and to pay any damages and costs which may be avoided in any such suit actions or proceedings to any such person, or which may with consent of the contractor



to be paid for compromising any claim by any such person.

List of machinery in contractor's possession and which they propose to use on the work should be submitted along with the tender

Clause-21 (A): the contractor shall provide suitable scaffolds and working platforms gangways and stairways and shall comply with the following regulations in connection therewith

- a) Suitable scaffolds shall be provided for workmen for all works that cannot be safely done from a ladder or by other means
- b) A scaffold shall not be constructed, taken down or substantially altered except-
 - i) Under the supervision of a competent and responsible person: and
 - ii) As far as possible by competent workers possessing adequate experience in this kind of work
- c) All scaffolds and appliances connected therewith and ladders shall-
 - i) Be sound of material,
 - ii) Be of adequate strength having regards to the loads and strains to which they will be subjects, and
 - iii) Be maintained in proper condition
- d) Scaffolds shall be so constructed that no part thereof can be displaced in consequence of normal use
- e) Scaffolds shall not be overloaded and so far as practicable the load shall be evenly distributed
- f) Before installing lifting gear on scaffolds special precautions shall be taken to ensure the strength and stability of the Scaffolds
- g) Scaffolds shall be periodically inspected by a competent person
- h) Before allowing a scaffold to be used by his workmen the contractor shall, whether the scaffold has been erected by his workmen or not, take steps to ensure that it complies fully with the regulation herein in specified.
 - i) Working platform, gangways, stairways shall
 - ii) Be so constructed that no part of thereof can sag unduly or unequally.
 - iii) Be so constructed and maintained having regard to the prevailing conditions as to reduce as far as practicable risks of persons tripping or slipping, and
- i) Be kept free from any unnecessary obstruction
- j) In case of working platform, gangway, working places and stairways at a height exceeding three Members. Every working platform and every gangway shall be closely boarded unless other adequate measures are taken to ensure safety.
- i) Every working platform and gangway shall have adequate width and
 - ii) Every working platform, gangway, working place and stairway shall be suitable fenced.
- k) Every opening in the floor of a building or in a working platform shall accept for the time and to the extent required to allow the excess of persons for the transport for shifting of materials to be provided with suitable means to prevent the fall of persons or materials
- l) When persons are employed on roof where there is a danger of falling from a height exceeding 3 meters. Suitable precautions shall be taken to prevent the fall of persons or material
- m) Suitable precautions shall be taken to prevent persons being struck by articles, which might fall from scaffolds or other working places
- n) Safe means of access shall be provided to all working platforms and other working places
- o) The contractor(s) will have to make payments to the laborers as per minimum wages Act

Clause 21 (B): The contractor shall comply with the following regulations as regards the hoisting appliances to be used by him.

- (a) Hoisting machine and tackle, including the attachments anchorages and supports shall,

- (i) Be of good mechanical construction, sound material and adequate strength and free from patent defect and
- (ii) Be kept in good repair and in working order.
- (b) Every rope used in hoisting or lowering materials or as a mean of suspension shall be of suitable quality and adequate strength and free from patent defect.
- (c) Hoisting machines and tackle shall be examined and adequately tested after erection on the site and before used and be reexamined in position at intervals to be prescribed by the ASCL.
- (d) Every chain, ring, hook, shackle swivel and pulley block used in hoisting and lowering materials or as a mean of suspension shall be periodically examined.
- (e) Every crane driver or hoisting appliance operator shall be properly qualified.
- (f) No person who is below the age of 18 years shall be control of any hoisting machine, including any scaffold which, or give signals to the operator.
- (g) In case of every hoisting machine and of every chain, ring, hook, shackle, swivel pulley block used in hoisting or lowering or as a mean of suspension, the safe working load shall be as ascertained by adequate means.
- (h) Every hoisting machine and all gear referred to in preceding regulation shall be plainly marked with the safe working load.
- (i) In the case of a hoisting machine having a variable safe working load each safe working load and the condition under which it is applicable shall be clearly indicated.
- (j) No part of any hoisting machine or of any geared referred to in regulation (g) above shall be loaded beyond the safe working load except for the purpose of testing.
- (k) Motors, gearing transmissions, electric wiring and other dangerous part of hoisting appliances shall be provided with efficient safeguards.
- (l) Hoisting appliances shall be provided with such means as will reduce to minimum, and the risk of the accidental descent of a load
- (m) Adequate precautions shall be taken to reduce to a minimum the risk of any part of a suspended load becoming accidentally displaced

Measure for prevention of fire

Clause-22: The contractor shall not set fire to any standing jungle, trees, bush woods or grass without a written permit from the Project Engineer.
 When such permit is given, and also in all cases when destroying cut or dug up trees bush wood, grass etc. by fire; the contractor shall take necessary measure to prevent such fire spreading to or otherwise damaging surrounding property.
 The contractor shall make his own arrangements for drinking water for the labors employed by him

Liability of contractor for any damage done in or outside work

Clause-23: Compensation for all damages done intentionally or unintentionally by the contractor's labor whether in or beyond the limits of ASCL property including any damage caused by the spreading of fire mentioned in Clause22 shall be estimated by the Project Engineer or such other officer as he may appoint and the estimate of the Engineer in charge subject to the decision of the Chief Executive Officer on appeal shall be final and the contractor shall be bound to pay the amount of the assessed compensation on demand, failing which, the same will be recovered from the contractor as damages in the manner prescribed in Clause 1 or deducted by the Project Engineer from any sums that may be due or become due from ASCL to the contractor under this contract or otherwise. The contractor shall bear the expenses of defending any section or

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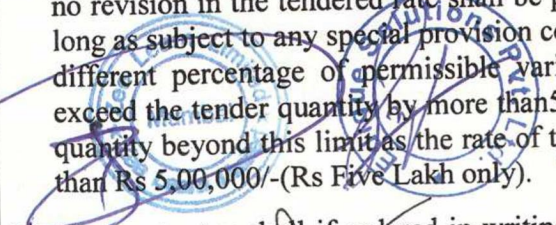
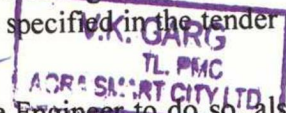
	other legal proceedings that may be brought by any persons for injury sustained by him owing to neglect of precautions to prevent the speed of fire and he shall bay any damages and cause that may be awarded by the court in consequences
Employment of female labor	Clause-24: The employment of female labors on works in neighborhood of soldier's barracks should be avoided as far as possible. The contractor shall employ the labor with the nearest employment exchange
Work of Sunday	Clause-25: No work shall be done on a Sunday without the sanction in written of the Project Engineer.
Work not to sublet	Clause-26: The contract shall not be assigned or sublet without the written approval of the Project Engineer and if the contractor shall assign or sublet his contract, or attempt to do so, or become insolvent or commence any proceeding to get himself adjudicated and insolvent or make any composition with his creditors, or attempt to do so or if bribe, gratuity, gift, loan, perquisites, reward or advantage pecuniary or otherwise, shall either directly or indirectly be given, promise or offered by the contractor or any of his servants or agents to any public officer or person in the employ of corporation in any way relating to his office or employment, or if in any such officer or person shall become in anyway directly or indirectly interested in the contract the Project Engineer may there upon by notice in written rescind the contract and the security deposit of the contractor shall thereupon stand forfeited and be absolutely at the disposal of ASCL and the same consequences shall ensure as if the contract had been rescinded under Clause 3 hereof and in addition the contractor shall not be entitled to recover or be paid for any work therefore actually performed under the contract
Sum payable by way of compensation to be considered reasonable compensation without reference to actual loss	Clause-27: All sums payable by contractor by way of compensation under any of these conditions shall be considered as a reasonable compensation to be applied to the use of ASCL without reference to the actual loss or damage sustained, and whether any damage has or has not been sustained
Changes in constitution of firm to	Clause-28: In case of tender by partners, any changes in the constitution of a firm shall be forthwith notified by the contractor to the Project Engineer for his information
Direction and control of Chief Executive Officer ASCL	Clause-29: All works to be executed under the contract shall be executed under the direction and subject to the approval in all respects of the Project Engineer for the time being, who shall be entitled to direct at what points and in what manner they are to be commenced and from time to time carried on
	<p>Clause-30:</p> <p>(1) Except where otherwise specified in the contract and subject to the powers delegated to him by ASCL the decision of the Project Engineer for the time being shall be final, conclusive, and binding all parties to the contract upon all questions relating to the meaning of all specifications, designs, drawings and instructions hereinbefore mentioned and as to the quality of workmanship or materials used on the work, or as to any other question, claim, right matter, or thing whatsoever, if any way arising out of, or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions, or otherwise concerning the works or the execution, or failure to execute the same, whether arising during the progress of the work, or after the completion or abandonment thereof.</p> <p>(2) The contractor may within thirty days of receipt by him of any order passed by the Project Engineer as aforesaid appeal against it to the ASCL concerned with the contract, work or Project provided that- The accepted value of that contract exceeds Rs. 10.00 lakhs (Rs. Ten lakhs) Amount of claim is not less than Rs. 1.00 lakh (Rs. One lakh)</p> <p>(3) If the contractor is not satisfied with the order passed by the Chief Executive Officer, ASCL as aforesaid, the contractor may within thirty days of receipt by him of any such order Appeal against it to the Board ASCL, and the Decision given by the Board ASCL will be final.</p>

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Lump sums estimates	<p>Clause-31: When the estimate on which a tender is made includes lump sums in respect of parts of the work the contractor shall be entitled to payment in respect of the items of work involved or the part of work in question at the same rates as are payable under this contract of each item, or if the part of work in question is not in the option of the engineer in charge capable of measurement, the Project Engineer may as his discretion pay the lump sum amount entered in the estimate and the certificate in writing of the Project Engineer shall be final and conclusive against the contractor with regard to any sum or sums payable to him under the provision of this clause</p>
Actions where no specifications	<p>Clause-32: In the case of any class of work for which there is no such specification as is mentioned in rule 1 such work shall be carried out in accordance with the standard specifications of Public Works Department, and in the event of there being no specification, then in case the work shall be carried out in all respects in accordance with all instructions and requirements of the Project Engineer</p>
Definition of work	<p>Clause-33: The expression "works" or "work" where used in these conditions, shall unless there by something in the subject or context repugnant to such construction be construct to mean the work or works contracted to be executed under or in virtue of the contract, whether temporary or permanent and whether original, altered substituted or additional</p>
	<p>Clause-34: The percentage referred to in the tender shall be deducted from/ added to the gross of the bill before deducting the value of any stock issued</p>
	<p>Clause-35: All quarry fees, royalties and ground rent for stacking materials if any should be paid by the contractor</p>
	<p>Clause-36: The contractor shall be responsible for and shall pay any compensation to his workmen payable under the Workmen's Compensation Act 1923 (VIII of 1923) (hereinafter called the said Act) for injuries caused to the workmen. If such compensation is payable paid by ASCL as principal under sub section (1) of section 12 of the said Act on behalf of the contractor under subsection (2) of the said section. Such compensation shall be recovered in the manner laid down in the Clause 1 above</p>
	<p>Clause-36 (A): the contractor shall be responsible for and shall at the expenses of providing medical aid to any workmen who may suffer a bodily injury as a result of an accident. If ASCL the same shall be recoverable from the contractor forthwith and be incurs such expenses deducted without prejudice to any other remedy of ASCL from any amount due or that may be due to the contractor</p>
	<p>Clause-36 (B): The contractor shall provide all necessary personal safety equipment's and first aid apparatus available for use of persons employed on site and shall maintain the same condition suitable for immediate use at any time and shall comply with the following regulations in connection therewith.</p> <ul style="list-style-type: none"> a) The workers shall be required to use the equipment so provide by the contractor shall take adequate steps to ensure proper use of the equipment by those concerned. b) When the work is carried in the proximity to any place where there is a risk or drawing all necessary equipment shall be provided and kept ready for use and all necessary steps shall be taken for the prompt rescue of any person in danger. c) Adequate provisions shall be made for prompt first aid treatment of all injuries likely to be sustained during the course of the work.
	<p>Clause-36 (C): The contractor shall duly comply with the provision of "the Apprentices Act" (III of 1961) the rules made there under and the orders that may be issued from time to time under the Act the said Rules</p>
Claim for quantities entered in the tender	<p>Clause-37:</p> <p>1) Quantities in respect of the several items shown in the tender rare approximate and no revision in the tendered rate shall be permitted in respect of any of the items so long as subject to any special provision contained in the specifications prescribing a different percentage of permissible variation the quantity of the item does not exceed the tender quantity by more than 50% and so long as the value of the excess quantity beyond this limit as the rate of the item specified in the tender is not more than Rs 5,00,000/- (Rs Five Lakh only).</p> <p>(2) The contractor shall if ordered in writing by the Engineer to do so, also carry out</p> <div style="text-align: right;">   </div>

	<p>any quantities in excess of the limit mentioned in sub-clause (1) hereof one the same conditions as in accordance with the specifications in the tender and at the rates as mentioned below:</p> <p>a) if tender rate is above, rate will be at par as per Current PWD SOR</p> <p>b) If tender rate is below, rate will be as per tender quoted rate on Current PWD SOR. For the purpose of operation of this clause, the total cost shall be taken as derived from the PWD SOR.</p> <p>(3) Claims arising out of reduction in the tendered quantity of any item beyond 50 % will be governed by the provision of clause 15 only when the amount of such reduction beyond 50 % at the rate of the item specified in the tender is more than Rs.5,00,000/- (Rs Five Lakh only). This reduction is exclusively of the reduction mentioned in clause No 2, 1, 4 of the work and site condition.</p> <p>There is no change in the rate if excess is less than or equal to 50%. Also, there is no change in the rate if quantity of work done is more than 50 % of the tendered quantity or the value of the excess work at tendered rates does not exceed Rs. 5,00,000/- (Rs Five Lacks only)</p>
Employment of famine labor etc	Clause No-38: The contractor shall employ any famine, convict or other labor of a particular kind or class if ordered in writing to do so by the Project Engineer
Claim for compensation for delay in starting the	Clause No-39: No compensation shall be allowed for any delay caused in the starting of the work on account of acquisition of land or in the case of clearance works on account of any delay in according to sanction of estimates
Claim for compensation delay in execution	Clause No-40: No compensation shall be allowed for any delay in the execution of the work on account of water standing in borrow pits or compartments the rates are inclusive for hard or cracked soil Excavation in mud, sub soil, water standing in borrow pits and no claim for an extra rate shall be entertained, unless otherwise expressly specified
Entering upon or commencing any portion of work	Clause No-41: The contractor shall not enter upon or commence any portion of work except with the written authority and instructions of the Project Engineer or of his subordinate in charge of the work. Failing such authority, the contractor shall have no claim to ask for measurements of or payment for work
Minimum age of persons employed, the employment of donkeys and for other animals and payment of fair wages	<p>Clause No-42:</p> <p>(i) No contractor shall employ any person who is under age of 18 Years.</p> <p>(ii) No contractor shall employ donkeys or other animals with breeching of string or thin rope the breeching must be at least three inches wide and should be of tape (Nawar).</p> <p>(iii) No animals suffering from sores lameness or emaciation or which is immature shall be employed on the work.</p> <p>(iv) The Project Engineer or his agent is authorized to remove from the work any person or animal found working which does not satisfy these conditions and no responsibility shall be accepted by ASCL for any delay caused in the completion of work by such removal.</p> <p>(v) The contractor shall pay fair and reasonable wages to the workmen employed by him in the contract under taken by him. In the event of any dispute arising between the contractor and his workmen on the grounds that the wages paid are not fair and reasonable, the dispute shall be referred without delay to the Project Engineer who shall decide the same. The decision of the Project Engineer shall be conclusive and binding on the contractor but such decisions shall not in any way affect the conditions of contract regarding the payment to be made by corporation at the sanctioned tender rates.</p> <p>(vi) The contractor shall provide drinking water facilities to the workers similar amenities shall be provided to the workers engaged on large work in urban areas.</p> <p>(vii) Contractor to take precaution against accidents which take place on account of</p>

	labor using loose garments while working near machinery
Method of payment	Clause No-43: Payments to contractors shall be made by cheque drawn on any bank within the ASCL limits convenient not exceeding Rs 10 /- will be paid in cash.
Acceptance of conditions compulsory before tendering the work	Clause No-44: Any contractor who does not accept these conditions shall not be allowed to tender for works.
Employment of scarcity labor	Clause No-45: If ASCL declares a state of scarcity or famine to exist in any village situated within 10 miles of the work, the contractor shall employ upon such parts of work, as are suitable for unskilled labor, any person certified to him by the Project Engineer, or be any person to whom the Project Engineer may have delegated this duty in writing to be in need of relief and shall be bound to pay to such person wages not below the minimum which government may have fixed in this behalf. Any disputes which may arise in connection with the implementation of this clause shall be decided by the Project Engineer whose decision shall be final and binding on the contractor
	Clause No-46: The price quoted by the contractor shall not in any case exceed the control price, if any, fixed by the UP PWD or reasonable price which it is permissible for him to charge a private purchaser for the same class and description, the controlled price or the price permissible under the hoarding and Profiteering Ordinance, 1948 as amended from time to time, if the price quoted exceeds the controlled price or the price permissible under the Hoarding and Profiteering Ordinance, 1948 as amended from time to time, if the price quoted exceeds the controlled price or the price permissible under Hoarding And Profiteering Prevention Ordinance, the contractor will specifically mention this fact in his tender along with the reasons for quoting such higher prices. The purchaser at his description will in such case exercise the right of revising the price at any stage so as to confirm with the control price on the permissible under the Hoarding and Profiteering Prevention Ordinance. This discretion will be exercised without prejudice to any other action that may be taken against the contractor
	Clause No -47: The rates to be quoted by the contractor must be exclusive of G.S.T. Tax. No extra payment on this account will be made to the contractor.
	Clause No -48: In case of material that may remain surplus with the contractor from those issued for the work contracted for, the date of ascertainment of the materials being surplus will be taken for, the date of ascertainment of the material being surplus will be taken as the date of sale for the purpose of sales Tax and the Sales Tax will be recovered on such sale- Not Applicable.
	Clause No-49: The contractor shall employ at least 80 percent of the total number of unskilled labor to be employed by him on the said work from out of the persons ordinarily residing in the district in which site of the said work is located. Provided, however; that if the required number of unskilled labor from that district is not available, the contractor shall in the first instance employ such number of persons as in available and thereafter may with previous permission in writing of the Project Engineer of the said work, obtain the rest of the requirement of unskilled labor from outside district
	Clause No -50: Wages to be paid to the skilled and unskilled laborers engaged by the Contractor. The contractor shall pay the laborer's skilled and unskilled according to the wages prescribed by the Minimum Wages Act of 1948 applicable to the area in which the work of the contract is located. The contractor shall comply with the provisions of the Apprentices Act 1961 and the rules and Orders issued there under from time to time, if he fails to do so, his failure will be a breach of the contract and the Project Engineer, may in his discretion, cancel the contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provision of Act. The contractor shall pay the laborer's skilled and unskilled according to wages prescribed by Minimum Wages Act applicable to the area in which the work lies

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Clause No -51: All amounts whatsoever which the contractor is liable to pay to the Corporation in connection with the execution of the work including the amount payable in respect of (i) materials and or stores supplied/issued hereunder by the ASCL to the Contractor (ii) hire charges in respect of heavy plant, machinery and equipment given on hire by the ASCL to the contractor for execution by him of the work and/or on which advances have been given by the ASCL to the contractor shall be deemed to be arrears of the Land Revenue and the ASCL may without prejudice to any other rights and remedies of the ASCL recover the same from the contractor as arrears of revenue

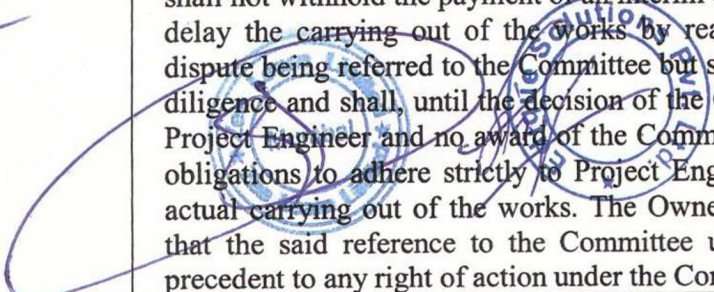
Clause No -52: The contractor shall duly comply with all the provisions of the Contract Labor (Regulation and Abolition) Act, 1970 (37 of 1970) as amended from time to time and all other relevant status and statutory provision concerning payment of wages particularly to workmen employed by the contractor and working on the site of the work. In particular, the contractor shall pay wages to each worker employed by him on the site of the work. If the contractor fails or neglect to pay wages at the said rates or makes short payment and the ASCL makes such payment of wages in full or part thereof less paid by the contractor, as the case may be, the amount so paid by the contractor to such workers shall be deemed to be arrears of land revenue and the ASCL shall be entitled to recover the same as such from the contractor or deduct same from the amount payable by the ASCL to the contractor hereunder or from any other amount payable by the ASCL to the contractor hereunder or from any other amounts Payable to him by the ASCL.

Clause No-53: The tendered rates shall be exclusive of Applicable GST taxes, in respect of work contract.

Clause No-54: If the project is shelved by the ASCL before commencement, the contractor will have no right to claim any loses or compensation due to the same and for whatsoever reasons

Clause No-55: All disputes and differences of any kind whatever arising out of or in connection with the contract or the carrying out of the work (whether during progress of the works or after their completion and whether before or after the determination, abandonment or breach of the contract) shall be referred to and settled by Project Engineer. But if the contractor be dissatisfied with the decision of the Chief Executive Officer ASCL or as to withholding by the Project Engineer of any certificate of the Project Engineer or as to withholding by the Project Engineer of any certificate to which the contractor may within 60 days after receiving notice of such decision give a return notice to the other party requiring that / may claim to entitled them and in any such case the contractor such matters in disputes be referred to in an appeal before a Committee as mentioned below. Such return notice shall specify the manner which are in disputes and such disputes or difference of which such notice has been given and no other shall be and is hereby referred to Committee consisting of the Chief Executive Officer ASCL, the decision taken by the committee will be final and binding on both the parties Such reference except as to the withholding of any certificate to which the contractor to be entitled shall not be opened or entered upon until after the completion or alleged completion of the works or until after the practical cessation of the works arising from any cause unless with the written consent of the Project Engineer. Provided always that the Corporation shall not withhold the payment of an interim certificate nor the contractor in any way delay the carrying out of the works by reason of any such matters, question or dispute being referred to the Committee but shall, proceed with the work with all the diligence and shall, until the decision of the Committee abide by the decision of the Project Engineer and no award of the Committee shall relieve the contractor of his obligations to adhere strictly to Project Engineer's instructions with regard to the actual carrying out of the works. The Owner and the contractor hereby also agree that the said reference to the Committee under this clause shall be a condition precedent to any right of action under the Contract

Clause 56: Contractor shall take out necessary Insurance Policy / Policies for all workmen, labor employed on site so as to provide adequate Insurance cover for



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execution of the awarded contract work from National Insurance Co Ltd. Insurance Policy/policies taken out from any other company will not be accepted. He shall submit the receipt of premium to ASCL before work commencement



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