



उत्तर प्रदेश UTTAR PRADESH

EK 615259

AGREEMENT

Today on this date 28th September 2018, this agreement is executed between

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

Part 2: M/s. Adarsh Sewa Samiti, First Floor, H-724,, Palam Extn., Sector-7 Dwarka, South West Delhi, Delhi, 110075

It is evident that the minimum quoted bid for the project, "Microskill Development Centers and women self help group centers at for available community centers in Tajganj Area" have been received from M/s. Adarsh Sewa Samiti which is equal to the estimated cost, (1,70,25,000 (estimated cost)+ 30,64,500.00 (18% G.S.T), total 2,00,89,500.00 (in words two Crore eighty nine thousand five hundred only) and that this has been approved by the Chairman, ASCL and intimated the contractor vide letter no. 481/ASCL/2018-19, dated 22/9/18.

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.

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20/01/00
स्टाम्प विक्रय की तिथि
स्टाम्प क्रय करने की तिथि
स्टाम्प क्रय का नाम
स्टाम्प की कीमत

राजा श्री

3. That the contractor has submitted FDR no. amounting of Rs. 8,51,250.00 dated 22/09/2018 as security deposit to Agra Smart City Ltd. in order to regularize the work under this contract as security deposit to Agra Smart City Ltd. in order to regularize the work under this contract. The responsibility of validity of the same shall be that of the contractor.
4. That the detailed conditions of Contract, Term of Reference shall be a part of this agreement and any violation of any terms and conditions mentioned therein shall be treated as breach of this contract.(Not Applicable)
5. The start date of work is 10th October, 2018 and the date of completion shall be 10th February, 2019.
6. 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.
 - a) 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 12% of GST, the Contractor should pay the GST amount to Government through his GST Registration No. and produce a copy to the ASCL.
 - b) 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).
 - c) 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 (i.e. GST paid detail for the previous work bill) along with Input Tax Credit (ITC) availed at the time of payment of running account bill to the ASCL.
 - d) Final Bill Payment:
The contractor should produce the GST paid details for all the materials used for construction work and GST paid details of services for up to previous payment (i.e. GST paid detail for up to previous work bill) to the ASCL along with Input Tax Credit (ITC) availed at the time of payment of final bill to the ASCL.
 - e) Submission of GST paid details of Final Bill
The GST paid details for the final work bill payment of construction work has to be submitted by the contractor to ASCL within one month after getting payments.








उत्तर प्रदेश UTTAR PRADESH

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Undertaking

Letter of Oath / from undertaking M/s. Adarsh Sewa Samiti, First Floor, H-724,, Palam Extn., Sector-7 Dwarka, South West Delhi, Delhi, 110075. I, swearer, sworn to take following undertaking:

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

Name of work: "Microskill Development Centers and women self help group centers at for available community centers in Tajganj Area"

2. That this agreement is being executed on Rs. 100 stamp paper in sequence of G.O. number वि०क०नि०-5-1712/ग्यारह-2006-500 (डक्यू-29)/2005, dated 2 May, 2006 and in reference to letter no. सं०-8538शा/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.

[Signature]

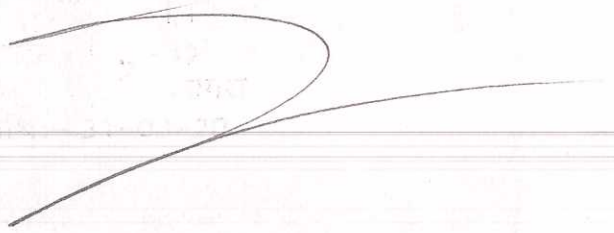
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Contractor/NGO

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2/10/11

Chief on a/m



1. Section 3: Terms of Reference (TOR)

1.1. 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.

1.2. Project Brief

The Women's Self Help Groups (SHGs) across the targeted project area in Agra are proposed to be linked to the Skills Development Programme. These groups need to get good micro skill trainings to get their livelihood resources. It would hence be proper to link the skill development program. To establish the linkages, micro skill centers are proposed for imparting training related to local art such as in-lay, sculpting, flower art and zardozi work in order to improve livelihood of local residents. With this objective; a sustainable livelihood project that promotes traditional skills like zardosi work and stone inlay, have been proposed under this project. The project involves development of 4 micro-skill development centers to impart traditional skills; zardosi embroidery training and help community develop their local business by digital equipment with awareness programme and different type of workshop. In these community centers women's self-helping group activities, awareness programme and other workshops will be arranging for the better community development.

1.3. Objective of Project

Micro skill centers are conceptualized for imparting training related to local art such as in-lay, sculpting, flower art and zardozi work in order to improve livelihood of local residents. With this objective; a sustainable livelihood initiative that promotes traditional skills like zardozi work and stone inlay, have been proposed under this project.

1.4. Scope of Work

Agency will support micro skill initiatives to form a platform for the women group of the society. These initiatives may comprise skill development trainings to SHGs, establishing micro skill centers, product development, value chain analysis, linkage and other concern activities. NGO at all levels should effectively participate in sharing with all stakeholder's experience and knowledge about successful strategies, obstacles and how to overcome them.

The selected NGO shall undertake the below activities, but not limited to, in a time-bound manner to achieve the objectives of the proposed project.



Details of the Major Activities covered in this community center for micro skills and women SHG (self- helping Groups) are mentioned below:

1. Baseline Survey
2. Community Mobilization
3. Establishment of the Micro Skill Centre
4. Strengthening exercise of the exiting SHG
 - a. Groups Dynamics
 - b. Record Keeping
 - c. SHG Account Management
 - d. Financial Literacy
 - e. Bank Linkages
5. Formation of new women groups, if required
6. Entrepreneurship Development Workshops with Women SHGs
7. Value Chain Analysis
8. Livelihood Promotion Training
9. Development of Business Plans
10. Implementation of the Business Plan for the SHGs
 - a. Product refining and development
 - b. Market Survey
 - c. Market Linkage
 - d. Establishment system of quality control
11. Development of Area Level Federation
12. Sustainability of Micro Skill Centers (MSC)
13. Smart digital equipment for the skill workers
14. Android application for the micro skills/local art forms
15. To undertake various follow up measures as per the above activities/ ongoing activities of the field as desired by the Agra Smart City Ltd.
16. Submission of monthly and annual reports and other documents as and when desired by Agra Smart City Ltd.

1.5. Main Deliverables and Timeline

Reporting Requirements: The Agency will submit the following reports and documents in soft as well as hard forms as specified below:

1. Draft Inception Report (Concept, proposed methodology, micro plan and timeline): 02 Hard Copies within with emailed soft copy 1 Month of Contract Award.
2. Final (agreed) Inception Report (Concept, proposed methodology, micro plan and timeline): 02 Hard Copies with emailed soft copy and 01 CD within 1.5 Months of Contract Award.
3. Monthly Progress Report: 02 Hard Copies with emailed soft copy by every 7 of consecutive month.
4. Annual Report: 03 Hard with emailed soft copy and 01 CD/DVD every year.
5. Draft Completion Report: 02 Hard Copies 2 month before completion of the contract.
6. Completion Report: 03 Hard Copies with emailed soft copy and 01 CD, 01 month before completion of the contract.

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1.6. Terms of Payment:

The payment shall be made in installments against the mile stones achieved and indicated as below:

S. No.	Payment Stages/milestones		Payment (%)
1	Baseline Survey, Data Analysis and Survey Report Preparation		
2	IEC Development for Awareness		
3	Inception Report		
4	Establishment of Two Micro Skill Centre with training equipment and amenities like interior and civil works.		5
5	Establishment of remaining Two Micro Skill Centre with training equipment and amenities like interior and civil works.		10
6	Identification/Formation of SHGs and Their Trainings for Capacity Building		10
7	Entrepreneurship Development Workshops with all the involved Women SHGs		
8	Livelihood Promotion Training		10
9	Value Chain Analysis		10
10	Development of Business Plans		
11	Implementation of the Business Plan for SHGs		
12	Development of Area Level Federation		5
13	Android application for the micro skills/local art forms		
14	Final Report Submission		
	TOTAL -A		10
15	Five Motivational Meetings with SHGs/Quarter	YEAR-2	60%
16	Follow-up for each SHG / month		2.5% per Quarter
17	3 Orders of their products/Quarter		
18	2 Product Improvement Trainings of SHGs		
19	Market Linkages		
20	Maintenance of Micro Skill Centre and Equipment		
21	Participation in Local Festival (Taj Mahotsava)		
22	Final Report for Second Year		
	TOTAL -B		10%
23	Five Motivational Meetings with SHGs/Quarter	YEAR-3	2.5% per Quarter
24	Follow-up for each SHG / month		
25	3 Orders of their products/Quarter		
26	2 Product Improvement Trainings of SHGs		
27	Market Linkages		
28	Maintenance of Micro Skill Centre and Equipment		
29	Participation in Local Festival (Taj Mahotsav)		
30	Final Report for Third Year		
	TOTAL -C		10%

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31	Five Motivational Meetings with SHGs/Quarter	YEAR-4	2.5% per Quarter
32	Follow-up for each SHG / month		
33	3 Orders of their products/Quarter		
34	2 Product Improvement Trainings of SHGs		
35	Market Linkages		
36	Maintenance of Micro Skill Centre and Equipment		
37	Participation in Local Festival (Taj Mahotsav)		
38	Final Report or Forth Year		
	TOTAL -D	10%	
39	Five Motivational Meetings with SHGs/Quarter	YEAR-5	2.5% per Quarter
40	Follow-up for each SHG / month		
41	3 Orders of their products/Quarter		
42	2 Product Improvement Trainings of SHGs		
43	Market Linkages		
44	Maintenance of Micro Skill Centre and Equipment		
45	Participation in Local Festival (Taj Mahotsav)		
46	Final Report for Fifth Year		
	TOTAL -E	10%	
	GRAND TOTAL (A+B+C+D+E)	100%	

1.7. Suggested Team Composition & Qualification Requirements

The resource team should have at least minimum:

SI No.	Suggestive Core Team	Suggestive Number	Qualification
1.	Project Manager	1	Post graduate degree in Social/ Sciences/ Economics/ Management with at least 15 years of overall experience in Livelihood promotion, skill development trainings, community development, out of which preferably 05 years shall be as Team Leader in State & National level NGOs or in any Externally Aided Projects for Community development and Livelihood promotion. Good writing & communication skills with command over English & Hindi Languages. Proficient in MS Office, particularly in MS Word, power point and Excel. Experience of working in Livelihood development in Agra Region of Uttar Pradesh.
2.	Livelihood cum Gender Specialist	2	Post graduate degree in Social/ Sciences/ Economics/ Management with at least 10 years of overall experience in Livelihood generation & promotion, communication for development, skill development trainings, community development, gender development, IEC activities, with leading NGOs/ Govt. organization or Externally Aided Projects. Good writing and communication skills with command over English and Hindi Languages. Proficient in MS Office, particularly in MS Word and Excel.

Silvi Rana

[Signature]

3.	Business Development Expert	1	Post Graduate in Management/Marketing with at least 10 years of overall experience in product promotion and business development, preferably worked for socio-economic development of communities.
4.	Product Development Expert (Part Time)	1	Post Graduate in Management/designing with at least 10 years of overall experience in the field of product designing
5.	IT Specialist (MIS) (Part Time)	1	Graduation in Computer science/BCA/Post Graduate Diploma in Computer Science. Good knowledge of MS office, excel and power point at least 5 years of experience in the field of documentation data entry and data compilation.
6.	Community Organizers	4	Graduate in Social Sciences with preferably 03 years of experience working on community participation, awareness generation, institutional building, information dissemination, livelihood promotion in community based organizations. Should be well versed in data collection & analysis. Proficient in MS office, particularly in MS Word and Excel. Experience of working in Agra region, knowledge of local languages with good communication and community mobilization skills.
7.	Support Staff	12	Graduate with 2 years' experience in office support and Accounting.

1.8. Time Schedule

The project duration is for 5(five) year from the date of contract. If the work is not completed within the stipulated period as per approved proposal, Agra Smart City Ltd. will not give any extra payment during the extended time period.

1.9. Payment Schedule

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.






FORM TECH-3

DESCRIPTION OF APPROACH, METHODOLOGY, AND WORK PLAN IN
RESPONDING TO THE TERMS OF REFERENCE

Request for Proposal for selection of Non-government organization and social worker for Establishing micro skill development center and women Self Help Groups centers in 4 available community centers in Taj Ganj area for Agra under smart city mission for the ABD area.

Ref. No.10/ASCL/Microskill/June



Technical Approach and Methodology

Work Plan

Organization and Staffing

A handwritten signature in black ink, appearing to be "Vijay Kumar".

A handwritten signature in black ink, appearing to be "Vijay Kumar".

Submitted By

ADARSH SEVA SAMIT

A handwritten signature in black ink, appearing to be "Sila Ravi".



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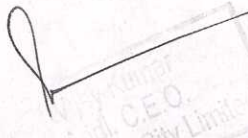
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1. Summary Sheet of the Project

Title of the project	Selection of NGOs for Establishing micro skill development center and women Self Help Groups centers in 4 available community centers in Taj Ganj area for Agra under smart city mission for the ABD area.
Name of Client	Agra Smart City Ltd. Agra
Proposal Submitted By	Adarsh Seva Samiti
Objective of the action	<p><u>Aim:</u> To contribute towards improvement of Socio-Economic Conditions of the Targeted group of project area in Taj Ganj, Agra.</p> <p><u>Specific objective:</u> To sustainably increase incomes of households in Taj Ganj area of Agra through self-help group approach to strengthen small scale enterprise by providing micro-skill trainings, establishing four micro-skill centers, promotion of traditional skills like zardozi work, stone carving, marble inlay work, etc., Imparting micro-skill trainings for sustainable livelihoods, establishing Linkages between Livelihood Groups, micro-skill centers, banks & other G2C services with various awareness and participative tools.</p>
Project Location	Tajganj, Agra, Uttar Pradesh
Project participants	SHGs of Tajganj Area of Agra
Proposed results	<ul style="list-style-type: none"> Well established micro-skill centres in Tajganj area. strengthened functions of self-help groups to develop a model of sustainable enterprise. Enhanced potential livelihood options of targeted households for increasing income and assets in Tajganj. Socio-economic development of women group of community. <p>Developed, documented and disseminated lesson learning to strengthen the initiatives of Agra Smart City.</p>
Key activities	<ul style="list-style-type: none"> Baseline study of project area Inventory of livelihood resources and Conduct livelihood assessment to identify locally available and feasible resources. Community consultation, need assessment, project participants identification. Establishment of micro-skill centers. Formation and strengthening Self-Help Group (SHG). Awareness building of Self-Help Groups. Micro-skill training of SHG members. Market research of the product, value chain analysis, development of business plan and linkages. Smart digital equipment for the skill workers Conduct regular monitoring and follow-up. Android application for the micro skills/local art forms Key activities for achieving result 3:

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	<ul style="list-style-type: none"> • Organize training on Islamic microfinance for staff/practitioners (IRB and outside) • Organize seminar on Islamic microfinance (regional and national level). • Update Islamic Relief Bangladesh's microfinance manual. • National level policy dialogue and advocacy on Islamic microfinance issue. • Conduct Shariah Audit. • Develop MIS software. • Pilot for creating online lending platform on microfinance. • IEC materials development and publication. • Lesson learning documentation. • Conduct research work and publish working paper on Islamic micro-finance.
Project Duration	5 years
Expected Budget	Rs.1,70,25,000/- (one crore sixty-two lacs eight thousand seventy-eight)


R.K. Singh

 Ajit C.E.O.
 Agra Smart City Limited

 Chief Executive Officer
 Agra Smart City Limited


2. Project Town

The city of Agra is for the Taj Mahal in the minds of the national and international community. Being a UNESCO World Heritage Site, the Taj is the biggest attraction for visitors to the country and the city Agra is the city of the inimitable Taj Mahal. The story of Agra begins much earlier than the Taj, however it finds mention in the epic Mahabharata when it was called Agrabana or Paradise. Ptolemy, the famous second century A.D. geographer, marked it on his map of the world as Agra. Tradition and legend ascribe the present city of Raja Badal Singh (around 1475 A.D.) whose Fort, Badalgarh, stood

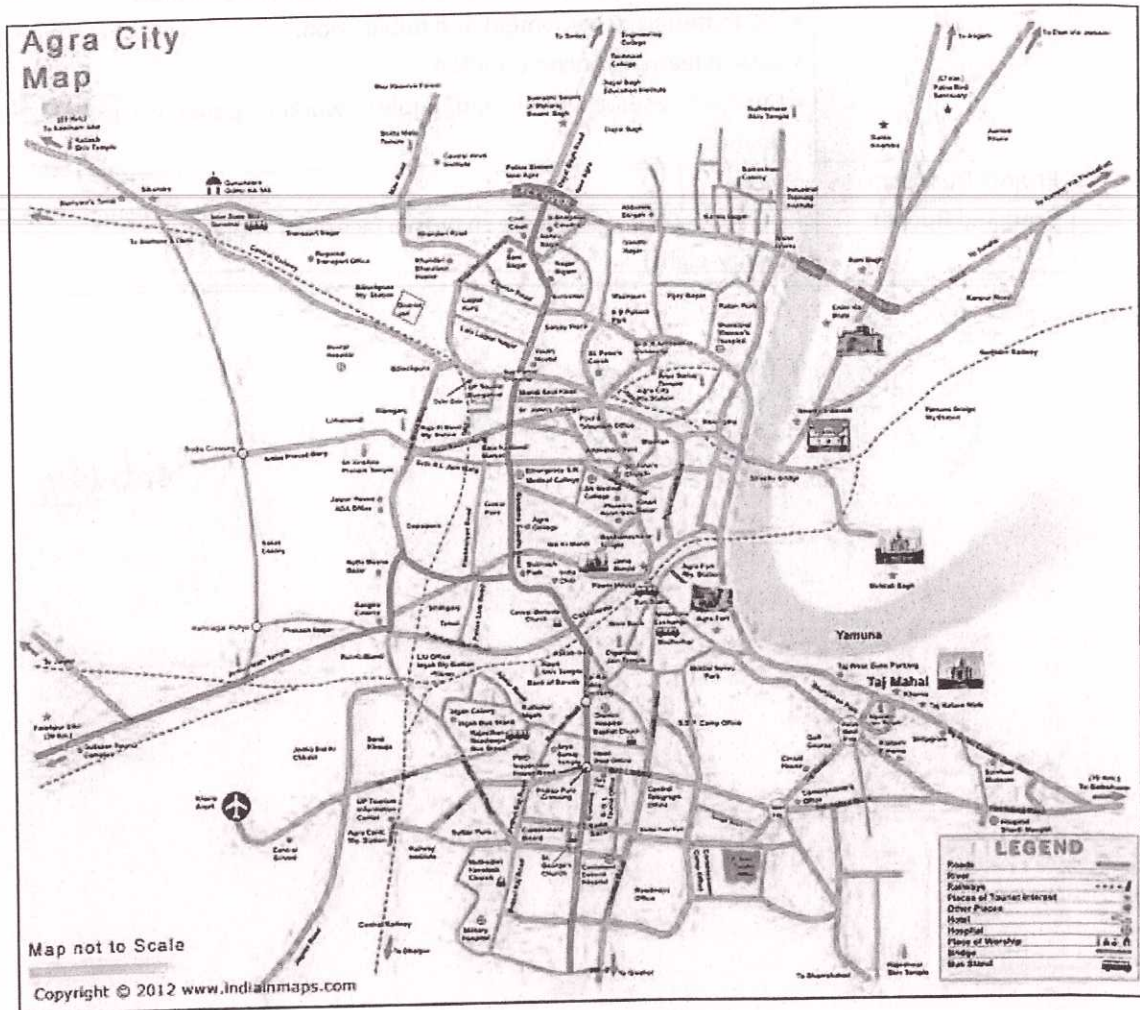


Figure 1: Map of Agra (1.bp.blogspot.com)

on or near the site of the present Fort. However, the 12th century A.D. Persian poet Salman, too, speaks of a desperate assault on the fortress of Agra, then held by one King Jaipal, by sultan Mahmud of Ghazni. It was Mughals who finally nurtured Agra with the finest monuments architects could design: The Taj Mahal of Shah Jhan, Agra Fort of Akbar, Itmad-Ud-Daulah and neighboring Sikandra are but few of the many that spangle the city, each of which stands in mute testimony to the city's grandeur over the ages.

The fact that the rich cultural heritage and flourishing tourism in the city of Agra has little or no impact on economically weaker section of the city is a major lacuna in the current development scenario. The

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Silo Ray
City Ltd.

engaged with embroidery, artificial jewelry making, shoe cover making and zardozi work.

Table 1: Source of Livelihoods in Communities of Tajganj

Source of Livelihoods in Tajganj Area	Name of Communities in Tajganj
Flower Art	Harjupura, Diwan Ji ka mohalla, Teli Pada, Basai Kala
Tailoring	Pati Ram Ki Bagichi, Diwan Ji ka Mohalla, Kolhai, Nahar Ganj, Basai khard, Malko Gali
Shoe cover	Harjupura, Asad Gali, Tulsi Chabutara
Shoe stitching	Basai Kala, Nahar Ganj, Basai Khard, Asad Gali, M.P Pura, Nala Shekh Bulakhi, Nala Shekh Bulakhi
Jewelry	Tulsi Chabutara
Domestic workers	Billochpura, Pak Tola, Nattha Nagar, Asad Gali, Tulsi Chabutara, Nala Shekh Bulakhi
Catering	Pati Ram Ki Bagichi
Brush making	Pak Tola, Kolhai, Navada
Carpet bebbing	Teli Pada
Marble inlay	Teli Pada
Dairy work	M.P Pura
Papad making	Sanjay Colony
Farming Labour	Nattha Nagar
Zardozi Work	Shaheed Nagar, Taj Kheme and Asad Gali

4. Regional settings

Being centrally located on the national map, Agra forms an important regional urban center. The city falls in the center of the four-culture areas - Braj, Bundelkhand, Rajputana and western U.P. Both these factors have played significant roles in shaping the life and history of the city. All traffic whether by railways or roadways invariably passes through Agra thus making it a major transport node at the regional level as well as at the national level. This has also led to an extremely rapid and haphazard growth pattern of the city. Recently the city has witnessed enhanced connectivity through expressways to Noida (NCR) and

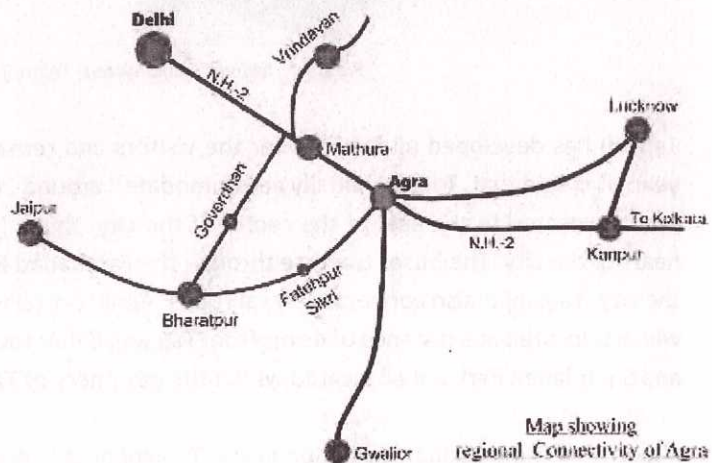


Figure 3: Regional Connectivity of Agra

Recently the city has witnessed enhanced connectivity through expressways to Noida (NCR) and

Lucknow (State capital) and further expressway to Jaipur and an International airport is proposed which shall completely change the position of Agra in terms of the regional player.

5. Urban Economy

Although tourism contributes to a large extent in the economy of Agra, the city has a substantial industrial base. A lot of manufacturing plants and industry related wholesale markets is prominent in Agra. The major part of its current industrial activity is in the form of small-scale and house- hold industries. These are mainly located in the old Mughal city particularly Lohamandi, Rakabganj, Kotwali,

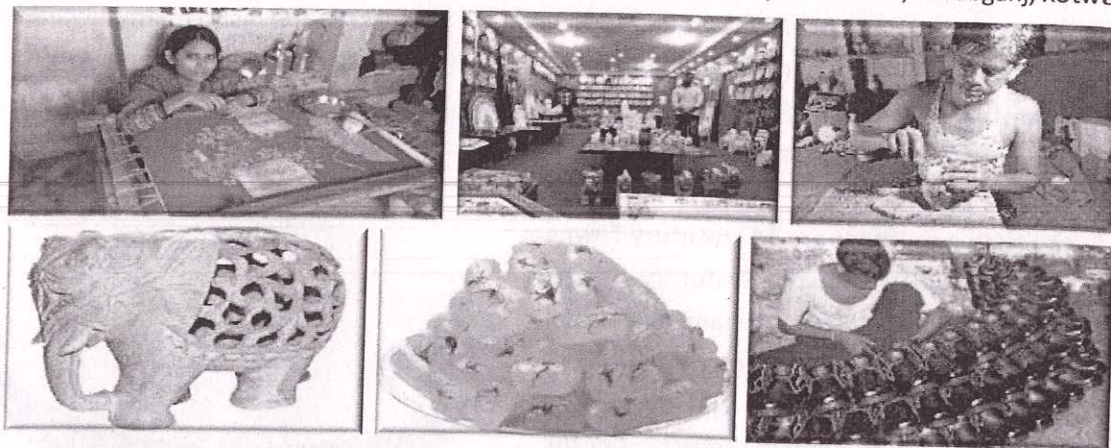


Figure 4: Major Sources of Handicraft Based Urban Economy in Agra

Tajganj areas. The large-scale units are located in Chatta and Hariparvat areas. The important industries are textile, leather, foundries, diesel engines, generator sets, electrical goods, fans, pipes, C.I, casting, leather goods including shoes, steel rolling, packaging materials, etc.

1. Iron casting - Agra city has been the traditional place of Iron Casting Products from the Mughal period. Before 1993 there were approximately 250 foundry units in the city but with the declaration of Taj Trapezium Zone in 1997-98 and implementation of strict pollution norms most of these industries are closed down.

2. Handicrafts - Agra has been a center of traditional handicraft industries from the Mughal times. A number of factors contributed in building this image like the availability of raw materials: leather, stone, cotton threads within the city or the region, marble from makrana, red sandstone from Bharatpur. A massive amount of building activity was going on during the Mughal period and a number of craftsmen were hired to develop local skills. All these factors attributed towards Agra becoming the stronghold of traditional handicraft industries in today's context. The major handicrafts are marble, leather, carpet, brassware, artistic dari and jewellery crafts

3. Shoe manufacturing - The shoe manufacturing industry in Agra exists mainly in the form of cottage industries. There are about 5,000 to 7,000 such units in Agra. Besides, there are about 200 export oriented units. According to State government records, about 1.5 lakh pairs of shoes are manufactured a day in Agra by the cottage, small-scale and medium-scale footwear units together. About two lakh people work in the shoe industry in Agra. About 65% of total domestic requirement of shoes in India is supplied from Agra.

Kumar
CEO

R

Vijai Raw

4. Petha - Agra is also famous for its Petha. Petha is manufactured by over 750 cottage units of the city and it has been the source of livelihood for several thousand residents. The origin of petha dates back to the Mughal era. Presently, the well-known Agra petha is manufactured in the narrow lanes of the centuries-old Noori Darwaza Market and other places of the city

6. Relevance of the project

District Agra lies in the southern-west part of the state. The district is administratively divided into 06 tahsils namely Etmadpur, Agra, Kiraoli, Kheragarh, Fatehabad and Bah. For development point of view there are 15 Development Blocks in the district namely Khandauli, Etmadpur, Bichpuri, Akola, Barauli Ahir, Fatehpur Sikri, Achhnera, Jagner, Kheragarh, Saiyan, Shamsabad, Fatehabad, Pinahat, Bah and Jaitpur Kalan. Total area of the district is 4041.0 Sq. Km.

In urban area there are 14 statutory Towns and 13 Census Towns. Statutory Towns comprises of 01 Nagar Nigam (Municipal Corporation), 01 Cantonment board, 5 Nagar Palika Parishad and 7 Nagar Panchayats. As per District Census Handbook of Agra, total urban population of urban area is 2,024,195 and sex ration is 875.

The ratio of working and non-working population in Agra is 32% workers and 68% non-workers accordingly.

Among the working & non-working population; 13.2% women comes under working population and rest of the 86.8% are non-working women. This data clearly defines the poor state of women employment in Agra.

Most of the examples reflects that, men are more likely to participate in livelihood generation activities than women. However, these gender differences in participation rates have been narrowing substantially in recent decades.

Skill development for employability will be used as an agent of change in promoting women's employment.

Thus this project will strengthen the economic condition of Tajganj area through skill development of SHGs and their sustainable linkages by establishing micro-skill centers.

WORKING AND NON-WORKING POPULATION IN AGRA, CENSUS OF INDIA 2011

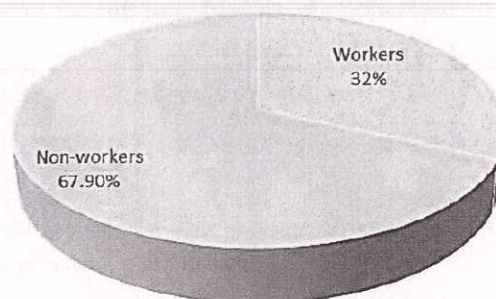


Figure 5: Working and Non-Working Population in Agra

STATUS OF WOMEN EMPLOYMENT IN AGRA

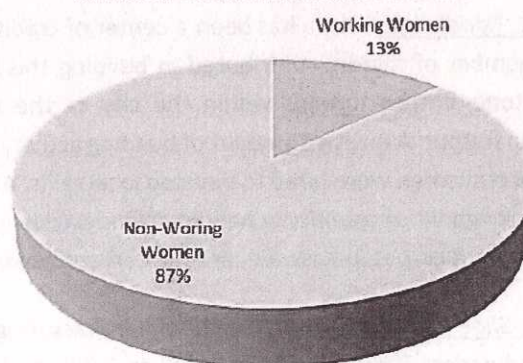


Figure 6: Status of Working & Non-Working Status in Agra

7. Problem statement

The major problems of the Targeted population in Tajganj are unemployment of women section and livelihood insecurity. Targeted households face lack of capital and productive assets; do not have required skills and capacity to involve with sustainable livelihood activities. They do not have access resources. High levels of inequity and social marginalization exacerbate overall poverty and livelihood insecurity. This gender inequity results in further marginalization of women. Lack of exposure, combined with inadequate access to markets and opportunities limits employment and income generating opportunities.

Tajganj is globally recognized for its handicraft work and located in vicinity of the world heritage site, The Taj Mahal. This community has enormous potential to be established as an example of self-employment, if provided the trainings and other support. This support may comprise promotion of traditional skills like zardozi work, stone carving, marble inlay work, etc., Imparting micro-skill trainings for sustainable livelihoods and establishing Linkages between Livelihood Groups.

Recognising these gaps the proposed project aims to explore sustainable solutions for underserved women SHGs as part of a capacity building programme through micro-skill trainings and linking with micro-skill centers. Such a sustainable livelihoods approach, requires a concerted effort and collaboration from all stakeholders including the government, the private sector and civil society organization and individuals.

8. Outline of the Project

Agra has several industries besides tourism, where poor migrants from neighboring districts come to work. As defined in Taj Ganj Slum Housing Upgrading Project Phase II: DPR for funding under RAY, about half the working population in slums (44%) comprises skilled/ unskilled workers earning a daily wage mostly in the leather industry. About one-fourth (26.22%) are also self-employed, having either micro enterprises or work as vendors. Less than 5% work as casual labour. About 27% were reportedly, salaried people, some of who are in formal government jobs.

Slum women mostly work as daily wage workers or in traditional family occupations. Many are domestic workers. Many also work out of homes doing piece rate work such as making chains, bindis, brushes, shoe boxes, incense sticks, shelling peanuts, etc. They earn very little from these activities and are usually exploited by the contractors.

The skill development programme is proposed to link the women's self help groups (SHGs) of targeted project area.

These groups will be provided micro skill trainings to get their livelihood resources and enhances their capacities. To establish the linkages, micro skill centers are proposed for imparting training related to local art such as zardogi work, marble in-lay, sculpting, flower

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CEO

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art, brush making work, etc., in order to improve livelihood of local residents. With this objective; a sustainable livelihood project that promotes traditional skills like, have been proposed under this project. The project involves development of 4 micro-skill development centers to impart traditional skills; zardosi embroidery and stone inlay to residents. This four-community center will give training to the local art forms training and help community develop their local business by digital equipment with awareness programme and different type of workshop. In these community centers women's self-helping group activities, awareness programme and other workshops will be arranging for the better community development.

9. Process of Proposal Development

The RFP of micro-skill development project and proposals under smart city project have been studied to build an understanding and expected outcome from programme.

Our team of experts have visited project site to understand the issues of communities, their capacities, skills, livelihood resources, thrust areas and other concern issues subjected in To R. The public consultations, discussion with women group of Tajganj were engrossed during the visit.

Tajganj area has rich livelihood assets and potentials, which can be converted into innovative products through their management, marketing, promotion and value addition. The local SHGs can play a significant role in this process, if they actively participate in the concern activities in a professional manner. The skill development trainings to different focused identified groups would increase their dynamic involvement in the livelihood activities and other concern developments.

During the visits in Tajganj, it is observed that appropriate management of local skilled SHGs, traditional art and their promotion would lead towards sustainable income generation. The proposed micro-skill centers would ensure that each section along with poor, women and disadvantaged sections of society will get benefitted from this project. This initiative will support healthy community, gender balance in the development process socio-economic growth, effective governance, knowledge sharing and exposures and preservation of cultural values.

This proposal is based upon the outcome of primary survey, consultation with SHGs and field visits, conducted by ADARSH for the preparation of micro-skill development proposal.

The field team conducted the survey in 23 communities of Tajganj area namely; Harjupura, Billochpura, Pati Ram Ki Bagichi, Pak Tola, Diwan Ji Ka Mohalla, Teli Pada, Saeed Nagar, Basai Kala, Kolhai, Nattha Nagar, Nahar Ganj, Basai Khuard, Taj Khema, Asad Gali, Dalhai, Gudhai, Tulsi Chabutara, Navada, M.P Pura, Sanjay Colony, Malko Gali and Nala Shekh Bulakhi, to identify the traditional art, livelihood resources, existing conditions, status of SHGs and the type of interventions required in the project. The women section of these 23 communities

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Nagar Palika

are involved with Flower Mala Making, Shoe Cover Making, Domestic Workers, Catering, boutique, Brush Making, Hozri Cloth Stitching, Carper making, Pachhikari, Zardozi Work, Shoe Making, Embroidery Work and Shoes Stitching, Vending, Artificial Jewelry, Sanitary Services, Dairy Work and Papad Making.

These women groups may get sustainable livelihood resources, if provided skill-development trainings and proper linkages.

The undermentioned figure presents the location of communities in Tajganj and livelihood resources respectively.



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Agra Smart City Limited

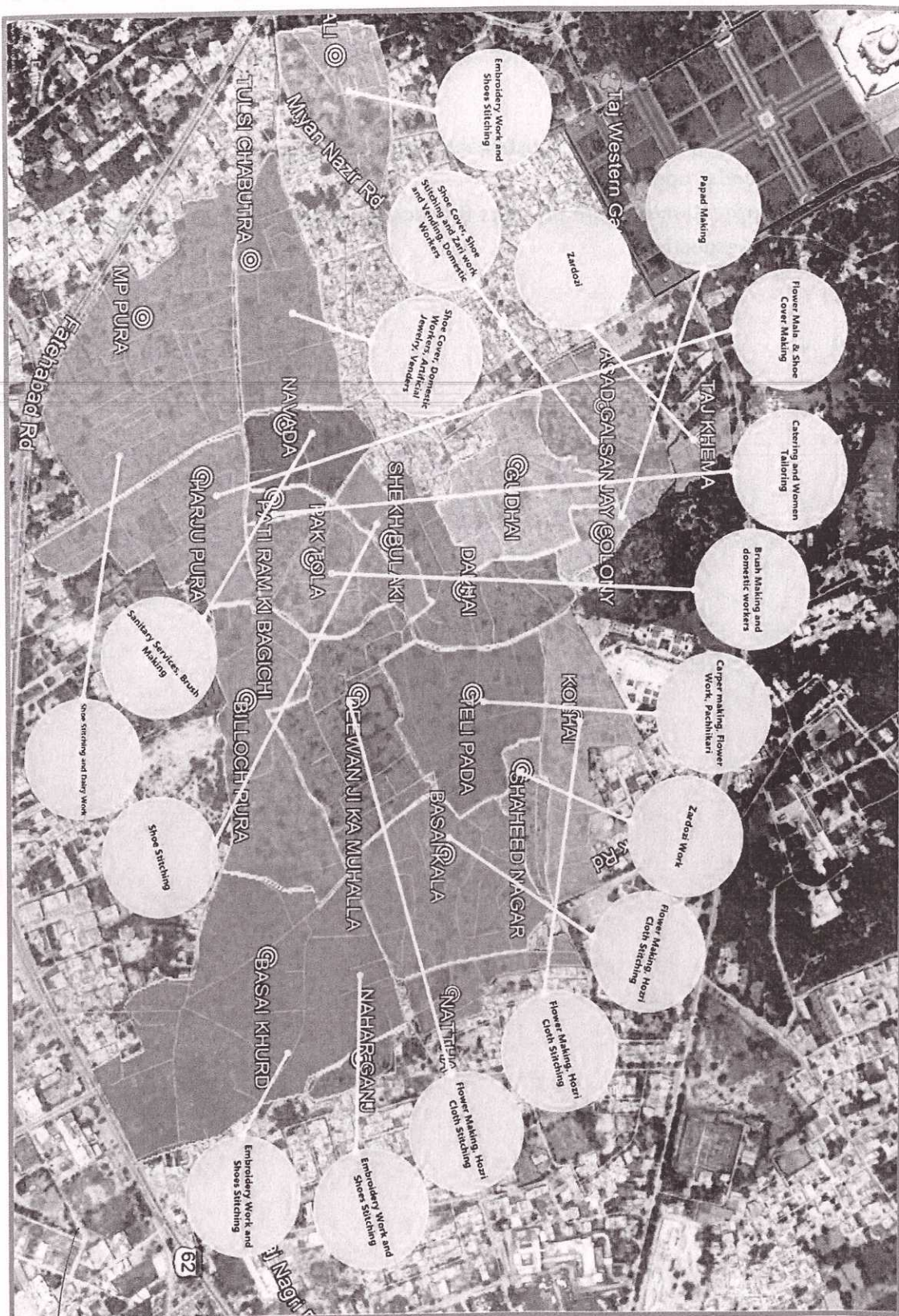


Figure 7: The Communities and Livelihood Resources in Tajanji Area

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10. Objectives of Project

The major objectives of project include;

- To support micro skill initiatives to form a platform for the women group of the Tajganj Area.
- To provide skill development trainings to targeted SHGs.
- To establish micro skill centers in Tajganj.
- To promote traditional art.
- Product development for SHGs
- Value chain analysis of Produce/services.
- To establish linkage and other concern activities
- Ensure stakeholder's participation.
- Creating awareness and implement IEC activities.

Micro skill centers are conceptualized for imparting training related to local art such as in-lay, sculpting, flower art and zardozi work in order to improve livelihood of local residents. With this objective; a sustainable livelihood initiative that promotes traditional skills like zardozi work and stone inlay, have been proposed under this project.

11. Expected Outcome

- Established micro-skill centers.
- Increased capacity of SHGs with micro skills.
- Recognition of traditional art.
- Developed business plan with products for sustainable livelihood of SHGs.
- To established linkages with other resources.
- Increased stakeholder's participation.
- Increased awareness among the community.
- Improved socio-economic condition of SHGs.
- Inventory of handicraft and other livelihood resources.
- Launched an android application for exposure of SHGs and their products/services.

12. Scope of Work under Micro-Skill Development Project

During the community visits for proposal preparation, it is observed there are some Women's Self-Help Groups (SHGs) across the Tajganj area in Agra. These groups can be linked with Micro-Skill Development Programme. These groups need to get good micro skill trainings for their improved livelihood resources. To establish the linkages, micro skill centers are proposed for imparting training related to local art in order to improvise and increase livelihood resources of local residents.

To support micro skill initiatives to form a platform for the women group of the society, following initiatives are proposed to achieve the objectives of project, but not limited to

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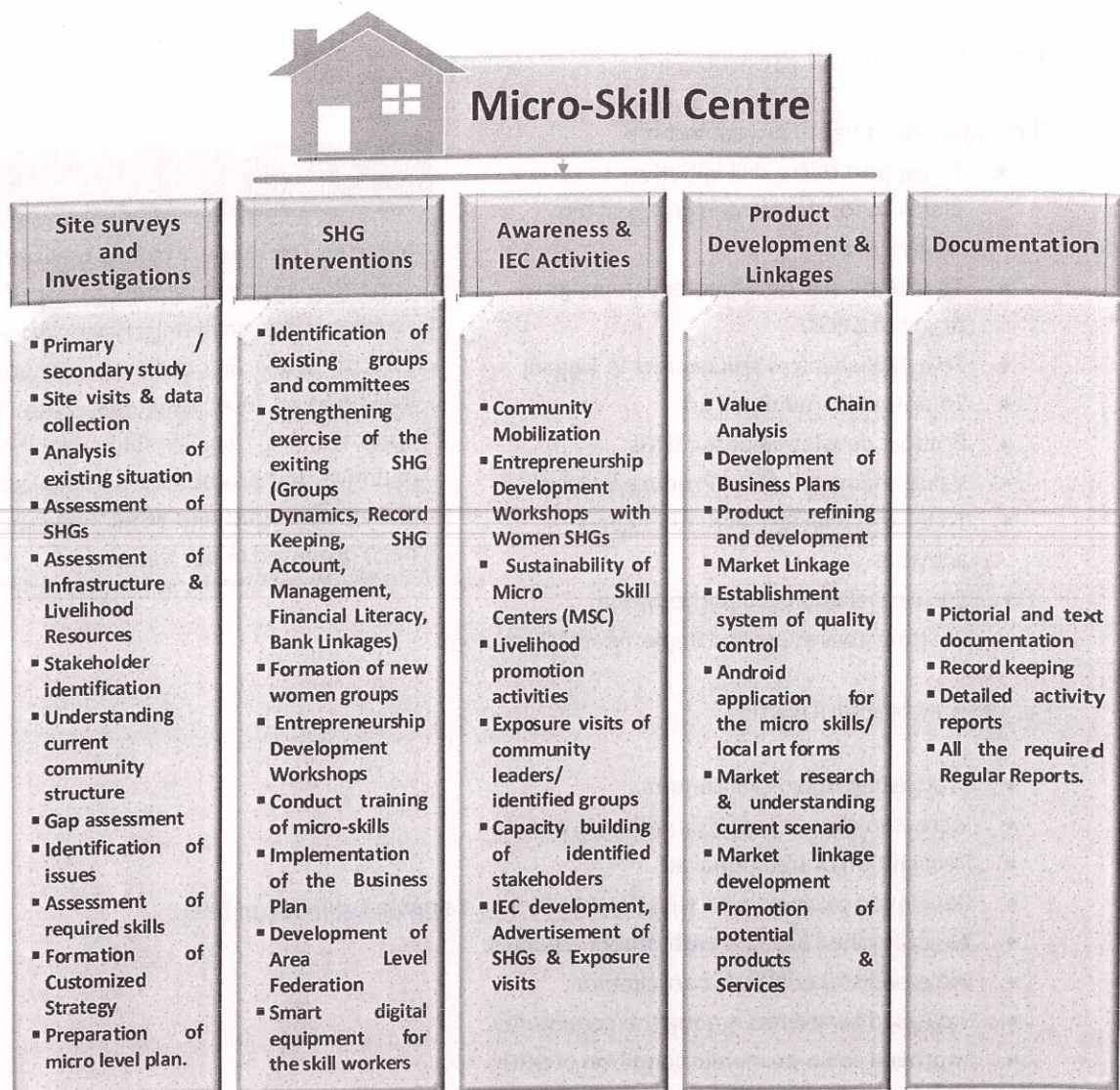


Figure 8: Scope of Work under Micro-Skill Development Project

13. Technical Approaches & Methodologies

Multi-level initiatives are proposed to incorporate community's active participation right from the planning stage to implementation of micro-skill development project. The interventions will include identification of potential women's SHGs in Tajganj area, research & analysis to identify gaps and opportunities, value chain analysis of product and services, promotional initiatives, awareness raising activities, micro-skill development trainings, exposure visits, women empowerment, livelihood initiatives, establishment of micro-skill centers, creating linkages with other programs and use of information technology for the development of SHGs. development, certification process, etc. The CBO will be benefited through trainings, knowledge on product development, basic business management, marketing and planning.

Android application, Brochures, booklets and other IEC (as per requirement) will also be developed highlighting the SHG's interventions and products which will be developed during the project. The quality IEC will support the SHGs to promote their products and services not only on a domestic basis

but internationally. Exposure visits of the community groups including women section will also give the strength to the project. The implementation principles of project and concern activities will be focused on; aiming to benefit the women's SHGs in Tajganj.

The core principle for programme implementation will include;

The Core Principle for Programme Implementation will Include

- Participatory process in each activity
- Decentralized implication during the programme
- Capacity building of all the stakeholders.
- Knowledge sharing with all the stakeholders.
- Gender sensitization.
- Sustainable livelihood.
- Advocacy of deprived and weaker section of Society
- Coordination and linkages with different organization.
- Promotion of G2C services.
- Behavioral changes of community.
- Monitoring and evaluation.
- Socio-economic growth
- Eco-friendly approach.
- Incorporation of technologies.
- Consultation with all the stakeholders.

Figure 9: Core Principle for Programme Implementation

14. Description of Methodology

14.1. Site Surveys and Investigations.

The beginning of the micro-skill development programme will comprise of the Data Collection through baseline survey questionnaire, corner discussions, and meeting with stakeholders, discussions with community residents and existing SHGs. The survey will be done with reference to different income groups (LIG, MIG, HIG & EWS), religious & political groups, CBOs, women groups, youth groups, and other formal/informal groups, for their capacity building and ensure their active participation in the project.

Data collection and analysis about various SHGs and CBOs inhabiting the Tajganj area will play a significant role in in the planning process and strategy formation. A through account of various famous art and craft, music, cuisine and other specialties of the area will be prepared along with the socio-economic data. The data analysis will help in micro planning of each targeted SHGs which will include the livelihood trainings, lifestyle trainings, linkage activities, etc.

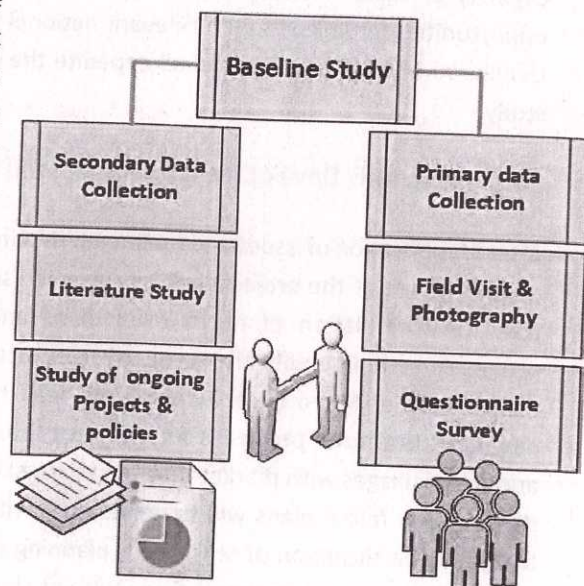


Figure 10: Site surveys and Investigations Arrangements

Besides information like number of SHGs inhabiting the area, their economic status, means of livelihood, number of member in a family, vulnerable people in the area, etc. will be collected and consequently a database will be prepared.

Silvi Ray

The secondary data obtained from different governmental agencies and various other resources will be used to establish linkages and strengthen G2C (Government to citizen) services. The identification of beneficiaries would be based on the basis of need assessment, base line survey and socio-economic variability.

14.2. Analysis of existing situation

Based on the data collected and field visits, the team shall expedite the analysis of current situations with respect to the infrastructure available at site, inventory of SHGs and livelihood resources, identification of stakeholders and character of the study area, opportunities presence in the communities and way to establish micro-skill centers.

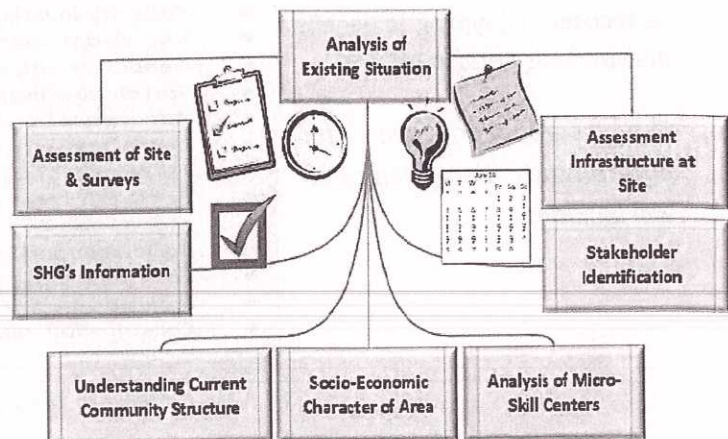


Figure 11: Analysis of Existing Situation

14.3. Gap assessment

On the basis of understanding of common regional issues and analysis, the team shall proceed to identify and authenticate the issues concern with the livelihood resources of women group in Tajganj area. Some areas of intervention may be related to the social challenges related with women group, capacity or skills of SHGs, kind of skill required for sustainable livelihood arrangement of SHGs, opportunities for linkages with relevant national schemes such as Skill India Mission, National Urban Livelihood Mission etc. Team shall expedite the gaps along with issues as may arise out of the site study.

14.4. Planning & Development of Customized Proposals

After identification of issues and their analysis, aim and objectives of the project shall be reviewed so that the formulation of micro level plans and proposals be in line with the terms of reference. Formulation of Micro Level Planning will lead to develop customized proposals for different SHGs and their linkages with market through micro-skill centers. The micro plans will be developed with the active participation of SHGs from planning to implementation. The proposal development shall include; stakeholder's consultation, market research, product analysis, feasibility of proposals and their sustainability.

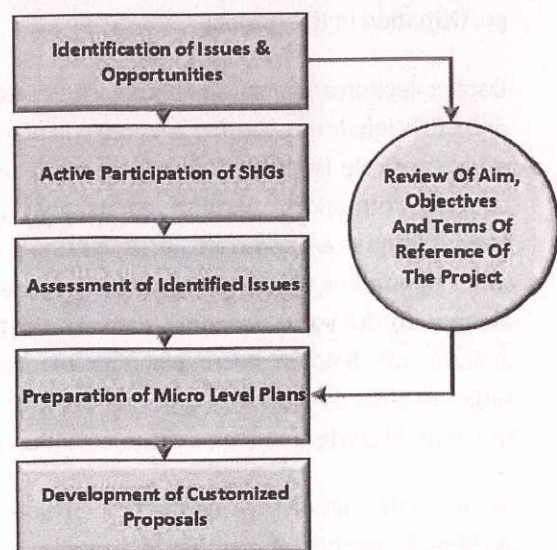


Figure 12: Planning & Development of Customized Proposals



14.5. Group Identification

Various groups and committees presently working in Tajganj area in various domains will be identified followed by identifying of local stakeholders and local leaders which will enable the penetration of the organization in the study area for implementation of deliverables. Other than this, strengthening of existing groups and formation of new groups wherever required will also be a part of this task. This area is known for handicraft work, but the handicraft pockets are scattered and people are working individually. This exercise will support in the formation of strategy to form a group of similar handicraft workers and their capacity building, micro-skill training and their linkages with micro-skill centers.

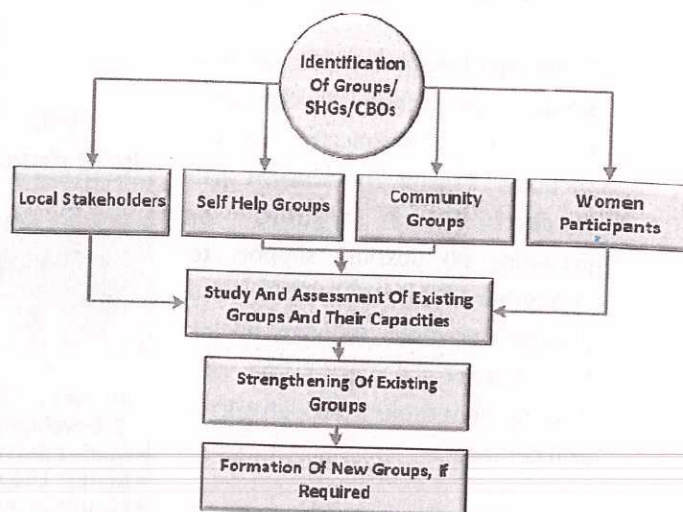


Figure 13: Group Identification Process

14.6. Identification of Livelihood Resources & Micro-Skill Trainings

In-order to overcome the identified issues an inventory regarding Livelihood resources shall be repaired with the mapping of available resources. Secondly, unharnessed potential in coordination with livelihood resources shall be analyzed by conducting several participative activities, may include; workshops, awareness campaigns, gender sensitization, capacity building programs, etc. This process shall include; Conducting Community Mobilization Activities, Preparation of Livelihood Resource Inventory/ Maps, Livelihood Promotion Activities, Entrepreneurship Development Activities, Formation/ Of SHGs & Local Institutions, Involving Existing SHGs, Networking and Coordination and Inventory of Local Traditional Art.

With the changing mindsets, people are exploring more options and creative ideas for self-employment to earn their livelihood. There are even many Government schemes to promote and support Entrepreneurship activities. Such ideas and examples definitely support the project.

Well-equipped Micro skill centers are proposed for imparting micro-skill training related to local art such as marble in-lay work, stone carving, sculpting, flower art, zardozi work, artificial jewelry and embroidery in order to improve livelihood of local residents.

14.7. Interventions with SHGs

During the field visits for preparation of RFP proposal, our field experts observed that some SHGs and women groups already active in the community. These small groups conduct meeting at the home of any group member with mutual understanding.

The existing groups need skill development trainings and a support system to sustain their source of livelihoods. At present the SHGs are not aware about the policies, opportunities, source of skill

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development and linkages to increase their strength. Some groups are involved with Zardozi work, embroidery, shoe-cover making, boutique, flower art and artificial jewelry making.

These Self-help group belongs to a similar socio-economic background, which is economically weaker section of Tajganj. The ADARSH shall conduct various activities for providing all possible support to strengthen targeted SHGs and provide micro-skill trainings to link the women group with skill development project through micro-skill centers.

The skilled SHGs shall be linked with micro-credit schemes of banks. Involvement of SHGs with banks could help in overcoming the financial problem faced by the groups during production of their articles. At present various organizations are serving the women's groups under their CSR activities and Government of India has also launched many supportive programmes.

These groups shall be linked with such programmes for their sustainability.

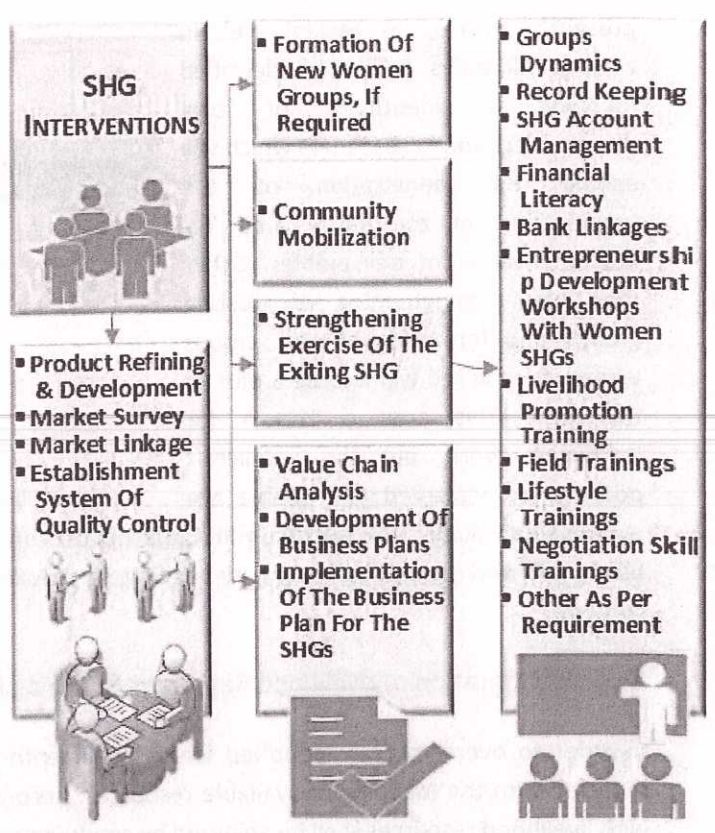


Figure 14: Proposed Interventions with SHGs

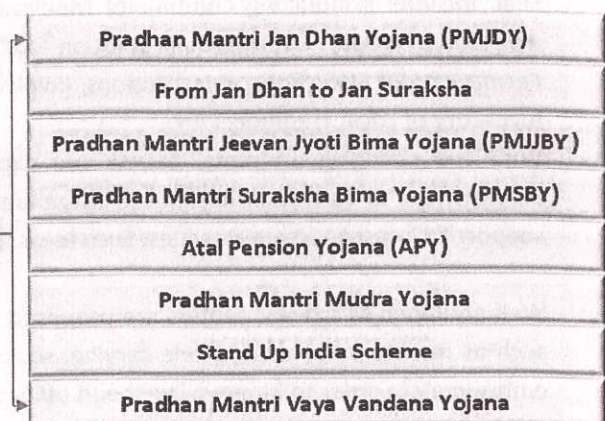


Figure 15: Government Policies which Can be Linked with SHGs



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Addl. C.E.

14.8. Establishment of Micro-Skill Centres with Smart Solutions

The proposed micro-skill trainings to SHGs will increase their interpersonal communication skills with competencies, so they can use their skills in a mindful and decisive manner. The "Micro-Skill development Center" will establish linkages between SHGs, their skill enhancement process and their associations for livelihood generation activities. This center will provide the space to the SHG to explore their skills, display their products and meet their prospective client or end-user. The association of SHGs and Micro-Skill Centers will strengthen the social belongingness of women group by providing them a support system for their sustainable livelihoods. The micro-skill



Figure 16: Proposed Micro-Skill Centers with Smart Solutions

center will be digitally equipped with smart solutions. The internet connectivity, computerization of center, presentation equipment, and other required technology will be the integral part of micro-skill centers.

14.9. Value Chain Analysis

The objective of value chain analysis is to identify opportunities to increase sustainable competitiveness of the Tajganj handicraft business especially developed by SHGs. This process clarifies market actors' constraints and opportunities to increasing competitiveness by analyzing inter-firm relations among actors, the actual and potential sources of learning and innovation, the distribution of benefits among actors, and the incentives for firms to upgrade, cooperate and compete test a planning process in which participants in the handicraft sector use value chain analysis to establish priorities activities, next steps and delegate tasks

This is one of the most important procedure to link the economic growth of SHGs of Tajganj through promotion of their products or services with perspective market. It will require some market research, perspective buyers and understanding on present scenario.

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Focused and customized strategies & guidelines will be developed for different SHGs. These guidelines would include; micro credit and finance, guideline for SHG operations, guideline for awareness and publicity, monitoring and evaluation at community level, role and responsibilities of different groups, self-appraisal guideline, etc. The guideline will be developed according to requirement.

There are various handicraft exporters in Agra. The SHGs can be directly linked with the exporters for sustainable livelihood benefits.



Figure 17 :Value Chain Analysis of Handicraft Product

14.10. Marketing and Promotion Strategies

- The market research will be conducted for developing customized strategies for different products.
- The marketing will include people, product, packaging, pricing, promotion, performance, profitability, etc.
- The Tajganj is famous for traditional arts, comprising marble in-lay work, zardozi work, flower art, etc. These products are made by some of the SHGs, which can be linked directly with the buyers.
- Handicraft products developed by SHGs, comprising competitive pricing will be marketed through web site, Facebook, IEC, SMS, WhatsApp, tourism events, direct bookings, android app. etc.



Figure 18: Marketing and Promotion Strategies

15. SWOT Analysis of Project Subject

The unique approach of micro-skill development Project is its participatory management methodology, which is designed to enhance the stake of SHGs of Tajganj area in the process of planning, implementation, monitoring and management of project activities. The objective of the project is to strengthen SHGs, enhancing micro-skills and socio-economic conditions through community-led initiatives. One of the project results is empowering disadvantaged sections of the women's SHGs. Community involvement will be ensured through micro-skill development center Tajganj.

From the above discussion it is clearly comprehend that women's empowerment, like poverty eradication, and sustainability of SHG's livelihood, cannot possibly be within the purview of a single organization. Moreover, the SHG entrepreneurs have to push themselves and their participants to explore new opportunities, generate networks and partnerships to support change, and to harness

STRENGTH	WEAKNESS
<ul style="list-style-type: none"> There are diversified sources of livelihoods in Tajganj Communities. Tajganj has large product variety of Handicraft work in Agra. (Marble Handicraft work, Zardozi Work, Boutique, Flower Art, stone carving, Ornament Making, Carpet webbing, etc. Large, diversified and potential market. Handicraft industry provides potential sources of employment. The heritage character of community is very rich and number of historical sites are located in Tajganj area (Diwan ji ki begum ka makbra (Diwan Ji Ka Mohalla), Shahi masjid (Billochpura), Nazir Sahab Ki Dargah (Mako Gali), Katra Umer Khan, Katra Jogidas, Katra Phulel and Katra Resham). Tourist movement is very frequent in Tajganj area. It is the potential source of foreign revenue because of higher export. Availability of basic amenities in communities. Availability of Women's SHGs. Tajganj is globally known being the adjoining of Taj Mahal, the world heritage site 	<ul style="list-style-type: none"> Cleanliness in Tajganj is not satisfactory. Roads are not in Good conditions. Lack of handicraft production infrastructure and communication facilities. Unawareness about national-international requirements and market. The behavior of community people with the tourist is not friendly. The SHGs are not skilled. Lack of co-ordination between government bodies and private players. Inadequate information of new technology & current market trends Exposure of Women's group of community is very less. Huge gender gap in Tajganj area Less interest of young people in craft industry. Lack of promotion of products Unemployed youth section in some communities. Lack of security of tourist, oftenly cheated by local vendors
OPPORTUNITIES	THREATS
<ul style="list-style-type: none"> Skill development of existing SHGs in Tajganj area. Linkages of handicraft articles made by SHGs, with tourism industry or directly with tourist. Formation of new SHGs in required. Rising demand for handicraft products Globally Developing fashion industry requires handicrafts products Trainers of handicraft are available in Tajganj area. Easy to showcase the services and products, developed by SHGs. Well-connected area with rest of the city Development of sectors like Retail, Real Estate that offers great requirements of handicrafts products. e-Commerce and Internet are emerged as promissory distribution channels to market and sell the craft products. Development of domestic and international tourism sector. 	<ul style="list-style-type: none"> Women SHGs may not want to leave their comfort zone. Competition in domestic market. Balance between high demand and supply. Women may not be allowed by their families to attend the trainings. SHGs might not complete the training. Quality products produced by competing countries like China.

Figure 19: SWOT Analysis of Project Subject

parallel social movements of socio-economic growth of women's SHGs. One way of understanding the concept is to design appropriate strategies through an effective SWOT analysis and strategy formulation in amalgamation of strength/opportunities with the measures to correct the weakness and overcome the threats faced by the women SHGs in Tajganj. This procedure helps in developing the appropriate and customized strategies with the support of available opportunities against potential threats and weakness. In order to find the sustainability of SHGs the following analysis were made and the necessary recommendations are suggested in the proposal for the success of SHGs under micro-skill development project.



16. IEC Activities and Awareness

This task shall form an important milestone in the project as dissemination of the acquired and documented information will be spread among the masses in the project town followed by multiple awareness campaigns to be organized by the team with the help of local groups and volunteers. These activities will be conducted with active participation of women's SHGs and other stakeholders.

Adequate communication strategies shall be developed to create awareness about the benefits of projects to increase public participation at various levels of project implementation, capacity building of identified local stakeholder groups, institutions and communities, and more importantly sensitizing them towards the understanding of cultural and environmental sustainability for a balanced growth of the region.

Various print and soft media will be developed highlighting the benefits, achievements and milestones to help in dissemination of positive impacts in the masses. Adequate use and help of media, government and private institutions shall be taken.

The active involvement of the local community in affecting a change in the local context is necessary. Thus, the Program will keen to continuously hold meetings, workshops and other necessary activities with SHGs, relevant CBOs, civil society, private sector, and governmental organizations to spread awareness on issues related to the micro-skill development project, environment concerns and other socio-economic anxieties.

Meetings will be organized at community level involving key stakeholders from the community.

This will enable the organization to win the trust of community member which will lead them to take the message seriously and reciprocate in an anticipated way. During meetings importance of micro-skill interventions and micro-skill center will be highlighted. SHGs will be persuaded to take up a positive role in community tourism and ensure their participation in the training programmes organized by the organization and other concern activities. The effort will further be coupled with organizing seminars which will address the various fears and apprehensions of beneficiaries.

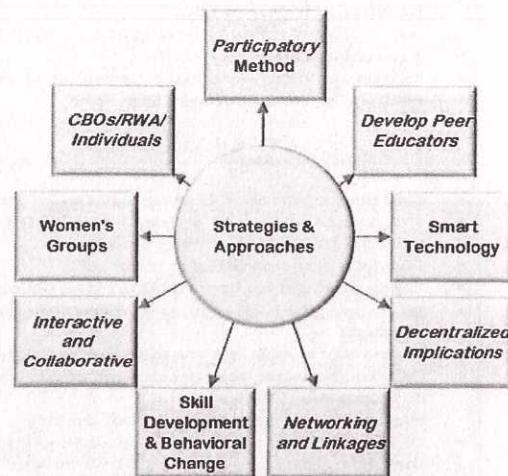


Figure 20: IEC and Awareness Activities

16.1. IEC Development and Promotional Material

Various printed literatures (IEC) with pictorial presentation will be distributed highlighting the role of SHGs as a mode of generating money, reducing poverty, development of skills, protection of environment and benefits from project.

IEC will be developed based upon needs assessments and problem analysis after survey work, the influence of underlying social, cultural, economic and environmental conditions will also take into consideration in the IEC processes.

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President
Vijayapur Sahasra
Mahila Samithi

The training manuals will be developed for specific trainings as per requirement.

The information gathered through the needs assessment survey will provide the framework for the development of suitable IEC activities. Any activities and materials will be culturally sensitive and appropriate.

Following major steps will be taken in designing an IEC activity;

- Use of smart technology
- Conducting a needs assessment activity.
- Setting the goal for SHGs.
- Developing the IEC activities by involving as many other partners (Community) as possible.
- The message will be delivered with Accuracy and relevancy
- IEC will contain local language of the SHGs.
- The message tone will be humorous, educational, authoritative, rational and emotionally appealing.

17. Sustainability

The programme has been developed keeping in mind the evaluation and time to time updation according to requirement, which will increase the sustainability of the programme. Public participatory system is itself an important indicator of sustainability. The involvement of SHGs, local leaders, and other stakeholders will increase the level of sustainability.

The intervention strategies will target both, the customers and the SHGs. Through this process the quality of product and related services will be improved and simultaneously the customer will start understanding the objective of project and benefits of direct working with SHGs. This mutual cooperation will lead to sustainability of programme.



Figure 21: Sustainability Indicators

18. Monitoring and Impact Assessment

Impact assessment will go through social survey, physical evidences, DATA collection before and after service. Taking feedback and opinion from SHGs, stakeholders and other participants. The activities under this will mainly cover:

- Impact assessment of services by Awareness Raising Programme.
- Develop a system to assess impact of service on residents of Tajganj against benchmarked indicators.
- Collect information against the indicators.

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Jr. CEO

Dr.

Silva Ray

- Comparison between information collected at the time of inception and the information collected on regular intervals.
- Regular monitoring by Smart City Authority and other stakeholders.
- Reports and documentation; developed at regular intervals.
- Social Survey and photographs of the target area will help in impact assessment.

Monitoring and Impact Assessment

Internal Monitoring by

Agra Municipal Corporation, Agra Smart City and other concern government organization & Experts of Consultants

Regular Reporting
(As per ToR)

Regular Review Meetings

Figure 22: Monitoring and Impact Assessment Procedure

19. Organizational Structure

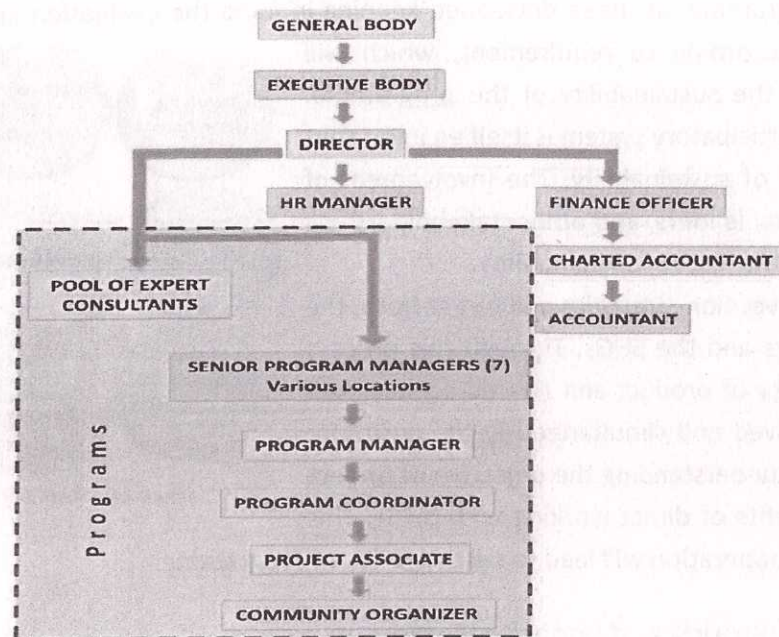


Figure 23: Organigram of ADARSH



20. Proposed Staff (Key and Non-Key Experts)

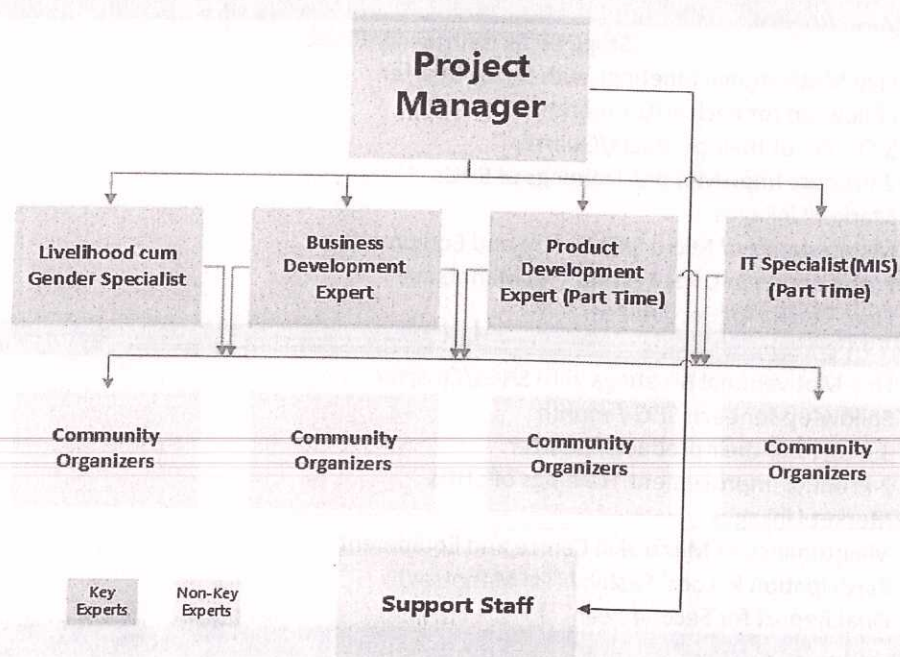


Figure 24: Proposed Staff (Key and Non-Key Experts) for Project (First Year)

(The CVs of key positions are enclosed with "FORM TECH-4 CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF)

21. Proposed Work Plan for Performing the assignment

YEAR-1	Time-line (in months)
Stage I: Pre-Implementation Phase	
1. Baseline Survey	1
2. Data Analysis & Survey Report Preparation	1
3. Inception Report	1
4. Approval of Inception Report by the competent authority	1
5. IEC Development for Awareness	1
Stage II: Implementation Phase	
6. Establishment of Two Micro Skill Centre with training equipment and amenities like interior and civil works	3
7. Establishment of remaining Two Micro Skill Centre with training equipment and amenities like interior and civil works	3
8. Identification/Formation of SHGs and Their Trainings for Capacity Building	4
9. Formation of new women groups, if required	1
10. Entrepreneurship Development Workshops with all the involved Women SHGs	3
11. Livelihood Promotion Training	4
12. Value Chain Analysis	1
13. Development of Business Plans	1
14. Implementation of the Business Plan for SHGs	1
15. Development of Area Level Federation	1

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| 16. Android application for the micro skills/local art forms | 2 |
| 17. Final Report Submission | 1 |

YEAR-2**Stage III: Sustainability Phase**

- | | |
|---|----|
| 18. Five Motivational Meetings with SHGs/Quarter | 5 |
| 19. Follow-up for each SHG / month | 12 |
| 20. 3 Orders of their products/Quarter | 4 |
| 21. 2 Product Improvement Trainings of SHGs | 2 |
| 22. Market Linkages | 10 |
| 23. Maintenance of Micro Skill Centre and Equipment | 1 |
| 24. Participation in Local Festival (Taj Mahotsav) | 1 |
| 25. Final Report for Second Year | 1 |

YEAR-3

- | | |
|---|----|
| 26. Five Motivational Meetings with SHGs/Quarter | 5 |
| 27. Follow-up for each SHG / month | 12 |
| 28. 3 Orders of their products/Quarter | 4 |
| 29. 2 Product Improvement Trainings of SHGs | 2 |
| 30. Market Linkages | 10 |
| 31. Maintenance of Micro Skill Centre and Equipment | 1 |
| 32. Participation in Local Festival (Taj Mahotsav) | 1 |
| 33. Final Report for Second Year | 1 |

YEAR-4


- | | |
|---|----|
| 34. Five Motivational Meetings with SHGs/Quarter | 5 |
| 35. Follow-up for each SHG / month | 12 |
| 36. 3 Orders of their products/Quarter | 4 |
| 37. 2 Product Improvement Trainings of SHGs | 2 |
| 38. Market Linkages | 10 |
| 39. Maintenance of Micro Skill Centre and Equipment | 1 |
| 40. Participation in Local Festival (Taj Mahotsava) | 1 |
| 41. Final Report for Second Year | 1 |

YEAR-5

- | | |
|---|----|
| 42. Five Motivational Meetings with SHGs/Quarter | 5 |
| 43. Follow-up for each SHG / month | 12 |
| 44. 3 Orders of their products/Quarter | 4 |
| 45. 2 Product Improvement Trainings of SHGs | 2 |
| 46. Market Linkages | 10 |
| 47. Maintenance of Micro Skill Centre and Equipment | 1 |
| 48. Participation in Local Festival (Taj Mahotsav) | 1 |
| 49. Final Report for Second Year | 1 |



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Vijay Kumar
Addl. C.E.O
Agra Smart City
Agra

Vijay Kumar
Addl. C.E.O
Agra Smart City
Agra

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Siba Rany



Vijay Kumar
Asstt. Genl. Mgr.

FORM TECH-4

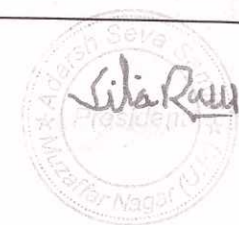
CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

1. Proposed Position: <i>[For each position of key professional separate form Tech-3 will be prepared]:</i>		Project Manager	
2. Name of Firm: <i>[Insert name of firm proposing the staff]:</i>		Adarsh Sewa Samiti	
3. Name of Staff: <i>[Insert full name]:</i>		Vineet Singh	
4. Date of Birth:		29-09-1972	
5. Nationality:		Indian	
6. Education: <i>[Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]:</i>			
College/ University		Degree/ certificate or other specialised education obtained	Date Obtained
Sikkim Manipal University		Master in Business Administration	2012
Indira Gandhi National Open University		Post graduate Diploma in Rural Development	2005
Lucknow University		Masters in Tourism Administration	1996
Lucknow University		BA	1993
7. Membership of Professional Associations: Nil			
8. Other Training:			
S. No	Name of the training programme	Organisation (where trained)	Duration/Date
1	TOT on Community Approaches Towards Sanitation	Directorate of Panchayat Raj, UP	21-28 Sept 2017
2	TOT on PTM	UPSRLM	21-28 Sept 2017
3	TOT on GPDP	Directorate of Panchayat Raj, UP	8-12 Nov 2017
4	Participatory Micro Planning, Implementation and monitoring of Rural Development Programs	NIRD, Hyderabad	07—12 March 2005
5	SHG Leaders Training	FWWB, Ahmedabad	10-15 July 2000
9. Countries of Work Experience: <i>[List countries where staff has worked in the last ten years]:</i> India			
10. Languages <i>[For each language indicate proficiency: good, fair, or poor]</i>			

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Language	Speaking,	Reading,	Writing
1 Hindi	Good	Good	Good
2 English	Good	Good	Good

11. Employment Record:
[Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]:

S. No	Tenure of Job		Employer	Position	Job Descriptions
	From	To			
1	Sept 17	Till date	a) UPSRLM (Assignment based)	a) District Resource Person	Capacity building of 2nd and 3rd tier of SHGs, under UPSRLM, for Livelihood, institutions building and strengthening.
	Aug 2017	Till date	b) Support for Implementation and Research (Assignment based)	b) Sr. Consultant	Capacity Building of Block/District level government officials on CLTS under Swachh Bharat Mission . National Level Monitor for regular monitoring of development programs of MoRD, Government of
	Dec 2017	Till date	c) Directorate of Panchayat Raj, Lucknow (Assignment based)	c) State Resource Group member	Training of Districts Cadre, of Panchayat Raj Department, on Gram Panchayat Development Plan (GPDP)
2	June 10	Aug 17	The Brooke India, Pacific Business Park, Sahibabad Industrial Area, Ghaziabad, UP	Senior Program Officer	Oversee implementation of programmes within existing operational areas in co-ordination with field teams and provide them adequate technical support particularly in terms of annual planning, budgeting, and reviews for Direct as well as Partner units. Formation and strengthening of SHGs of Equine owning community and their linkage with Banks and other development schemes with focus on Social & Women Development, Community Mobilization, Livelihood Generation and promotion, communication for development, IEC activities etc.)



					<p>Lead and manage Field Staff and build capacity of Unit staff through training and development in all areas of the project cycle for achieving organisational objectives, with support from Brooke India senior management team as well as the IDUK.</p> <p>Ensure that programmes are planned and implemented through participatory approaches and that effective monitoring and evaluation of programme is taking place, for directly managed activities, for all direct and Partners unit.</p> <p>Establish and develop linkages with relevant government, non-government, and academic organisations to support and strengthen welfare activities of operations through the teams.</p> <p>Support in Preparation and execution of business plan for Associations (second tier of community based organizations) to improve their livelihood in sustainable manner.</p> <p>Design and conduct participatory trainings / workshops for the development professionals & field level functionaries.</p> <p>Development of participatory methodologies and approaches to facilitate community led micro planning, execution, monitoring and evaluation.</p>
3	May 2007	June 2010	Arthik Vikas Evam Jan Kalyan Sansthan, 302, Prime Plaza, Munshi Puliya, Indira Nagar, Lucknow	Manager- Equine Welfare Program	<p>Overall responsibility of survey, identification of intervention sites, project planning, budgeting, implementation and monitoring of project in Lucknow district. Formation and strengthening of SHGs of Equine owning community and their linkage with Banks and other development schemes. Organization of trainings/worksh ops for target groups and staff. Liaisoning and networking with related government departments and NGOs active in project area. Development of participatory methodologies and approaches to facilitate community led micro planning, execution, monitoring and</p>

Sila Ray

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					evaluation.
4	Sept 1999	April 2007	Poorvanchal Gramin Vikas Sansthan 3/42 Virat Khand, Gomti Nagar, Lucknow, U.P., India	1- Training and Communication Organiser, UPSLR II Project (World Bank Funded) 2- Project Coordinator UPSLR II Project (World Bank Funded) 3- Program Officer	Community mobilization & women empowerment. Rural livelihood enhancement through sodic land reclamation and increased productivity. Formation and management of women SHGs & counselling and training to the water users groups (Formation and hand-holding) with focus on Social & Women Development, Community Mobilization, Livelihood Generation and promotion, communication for development, IEC activities etc.) Lassoing with Govt. agencies Formation and management of Women Self Help Group Management of network of gypsum/Fertilizer Distribution, Crop Production HRD function for the NGO staff Performance Appraisal of the team.

12. Detailed Tasks Assigned

[List all tasks to be performed under this Assignment/job]

Full Team Deployment

Team Orientation

Pilot Sampling and Testing of Survey

Sanitation and Waste Management Baseline Survey

Survey Data-Entry and Analysis

Preparation of Survey Report

Identifying OD Areas, Suggestions for ODF & Preparation of ODF Plan

Community Mobilization and Awareness to Segregate the Waste and Helping Authority to Make the Sectors ODF

Undertaking and Complete All Documental Activities Required in Compliance with Swachh Survekshan

To Obtain ODF Declaration Formats

To Distribute Two Bins to Residents and Maintain the Record

To Undertake Thematic Cleanliness Drives as Per the Guideline of Swachh Bharat Mission (Urban)

To Get the Geo-Tagging of Entire Waste Primary, Secondary & Tertiary Collection Points Along and OD Spots, Community and Public Toilets.

To Apply Community Led Total Sanitation (CLTS) Method with The Use of Various Triggering Tools



To Help in Identifying Key Resource Persons, Faith Leaders, Frontline Workers, Volunteers and Swachhagrahis And Formation of Local Nigrani Samitis Swachhagrahis and formation of Local Nigrani Samitis

To Make Necessary Morning-Evening Follow-UPs at OD Spots

To Conduct Various Field Activities Which Include – Nukkad Natak, Mohalla Sabha, Samudaik Baithak Etc.

To Help Authority to Get the Fund (Partial Grant) For Toilet Construction Distributed in an Appropriate Manner

To Mobilize and Motivate 80% Of Urban Households Engaging in Open Defecation to Construct Individual Households Latrines

To Mobilize and Motivate Urban Households for Conversion of Insanitary and Single Pit Latrines in to Sanitary Latrines and Sensitize People Not to Construct New Insanitary Toilets.

To Mobilize the Remaining 20% Of Households Practicing Open Defecation to Use IHHL/ CTs/ PTs

To Fulfill All the Necessary Conditions and Protocols of SBM (U) Have to Fulfill to Declare ODF To the Sector/City

To Get the NOIDA ODF Certification.

To Train the Sector Leaders and RWAs On Waste Segregation and Its Management

To Organize Trainings Workshops and Building Capacities of Safai Karmis, Sanitation Workers, Swachhagrahis, Volunteers, Officers, Frontline Workers & Community Key Persons

To Train Field and Sanitation Staff of NOIDA on Effective Solid Waste Management Tact & Door to Door Collection.

Route Rationalizing of Vehicles, It's Planning and To Get It Approved from NOIDA Officials and Bidder.

To Promote Personal Hygiene and Motivate Citizen to Keep Their Neighborhood Clean

To Maintain MIS, Data and Keep Records of The Sanitation Activities / Interventions and Submit the Same To NOIDA

To Report Weekly as Per the Requirements of Consultant/ NOIDA.

To Undertake Various Follow Up Measures as Per the Above Activities/ Ongoing Activities of The Field as Desired by The Consultant/ NOIDA

To Submit Final Assessment and Evaluation Report to NOIDA as And When Desired by The Consultant/ NOIDA

13. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned

[Among the Assignment/jobs in which the staff has been involved, indicate the following information for those Assignment/jobs that best illustrate staff capability to handle the tasks listed under point 12.]

Vijay Kumar
Addl. Secy
Swachh Mission
Noida

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Name of Project- Swachh Bharat Mission

Year- 2017 till date

Location- All India

Employer- Support for Implementation and Research, Lucknow (National Level Monitor and Key Resource Centre for MoRD and MDWS, GOI)

Main Project Features- : Helping communities achieve ODF status through- Awareness Generation, Behavior Change Activities, , Community Mobilization, Capacity Building, IEC and Convergence .

Positions held: CLTS Trainer and National Level Monitor

Activities performed:

- Team Management
- Monitoring and evaluation- *verification of SBM activities and status through interviews, observation and transect walk of toilets and OD areas*
- Training and Capacity Building- *of swachagrahis/ community volunteers/SHG members through demonstration and practice of various triggering tools , formation of nigrani samitis, evening and morning follow up*
- Documentation and Report preparation

Name of Project- DAY NRLM

Year- 2017 till date

Location- Bareilly, U.P

Employer- The Brooke India All U.P.

Main Project Features- Livelihood generation through Institution Building of rural poor women, Development and capacity building of local cadre, Social and Financial Inclusion.

Positions held: District Resource Person

Activities performed:

- Team Management
- Participatory Monitoring and Evaluation- *Helping project team and community institution in collectively assessing progress/status, identifying issues and accordingly plan, implement and follow up through use of participatory tools.*
- Training and Capacity Building- *of local cadre of community institutions, Office bearers of 2nd and 3rd tier of CBOs. Grading of CBOs and their kader.*
- Documentation and Report preparation

Name of Project- Sustainable Equine Welfare Program

Year- 2010-2017

Location- Bareilly, U.P.

Employer- The Brooke India

Main Project Features- Enhancement of Animal Based Livelihood through Capacity building of equine owning families and service providers good management practices, formation and strengthening of Community Institutions, Income Generation Activities in CBO and Linking them with other government schemes,

Positions held: Senior Program Officer

Activities performed:

- Scoping and starting new projects through NGO partners
- Monitoring and Evaluation of Partner Projects- *Through supportive supervision of both physical and financial aspects of projects*
- Support in and finalisation of Annual Planning and Budgeting of Partner projects-
- Establish and develop linkage with relevant government and academic organisations to support and strengthen welfare and livelihood activities.
- Ensure the compliance of various policies and procedures
- Support in preparation and execution of business plans for associations (second tier of community based organisations) to improve their livelihood in a sustainable manner.



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- Capacity building of project teams through training and development in all areas of project cycle to achieve organisational objectives.
- Documentation and Report preparation

Name of Project- Sustainable Equine Welfare Program, Lucknow (Funded by The Brooke India)

Year- 2007-2010

Location- Lucknow, U.P.

Employer- Artik Vikas Evam Jan kalian Sansthan

Main Project Features- Enhancement of Animal Based Livelihood through Capacity building of equine owning families and service providers good management practices, formation and strengthening of Community Institutions, Income Generation Activities in CBO and Linking them with other government schemes,

Positions held: Program Manager

Activities performed:

- Survey and identification of intervention sites.
- Team management
- Community institution building and their linkage and networking.
- Annual Planning and budgeting,
- Monitoring of program through community participation.
- Development of IEC Material
- Support in preparation and execution of business plans for associations (second tier of community based organisations) to improve their livelihood in a sustainable manner.
- Documentation and Reporting

Name of Project- UP Sodic Lands Reclamation II Project (Funded by The World Bank)

Year- 199-2006

Location- Mainpuri, U.P.

Employer- Poorvanchal Gramin Vikas Sansthan

Main Project Features- Enhancement of farmers' livelihood through sustainable reclamation of sodic lands through use of appropriate technology, water management ,farm to market road connectivity, Community institution building and their linkage with banks for micro credit availability,

Positions held: Training and Community Organiser (1999-2003) and Project Coordinator (2003-2006)

Activities performed:

- Team management
- Rural livelihood enhancement through land reclamation and increased productivity
- Community mobilisation and women empowerment
- Formation and Management of Women Self Help Groups and Water Management Groups
- Liaisoning with other government agencies.
- Input distribution
- Performance appraisal of the team.
- HRD functions of NGO staff
- Leading and coordinating with three executives and 14 field level staff as well as government officials in stream.
- Training of beneficiaries, SHG members and project team to achieve project objectives.
- Documentation and Reporting

14. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

Vijay Kumar
Addl. Secy
Vijay Kumar
Vijay Kumar
Vijay Kumar

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Vijay Kumar
Vijay Kumar
Vijay Kumar
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Vijay Kumar

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Singh

Date: 14-06-2018

Place: Lucknow

[Vineet Singh]



Vijay Kumar
Vijay Kumar
Addl. C.E.O.
Agra Smart City Limited

Chief Executive Officer
Chief Executive Officer
Agra Smart City Limited

FORM TECH-4

CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

Position Title and No.	Livelihood Cum Gender Specialist
Name of Expert:	SANJAY SINGH
Date of Birth:	12/12/1980
Country of Citizenship/Residence	Indian


Education:

College/ University	Degree/ certificate or other specialised education obtained	Year Obtained
Master of Social Work (MSW)	Institute of Social Science/ Dr. B.R. Ambedkar University, Agra	2003- 2005
Bachelor of Art (BA)	St. John's College, Agra/ Dr. B.R. Ambedkar University, Agra	1999-2002
Intermediate	Government Inter College, Etah U.P. Board, Allahabad	1999
High Schools	Gram Vikas H S School Birathala, Agra U.P. Board, Allahabad	1996
Diploma In Computer Application	Nice Computer Center, Agra, Utatr Pradesh	2002

Employment record relevant to the assignment: {starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, types of activities performed and location of the assignment, and contact information of previous clients and employing organization(s) who can be contacted for references. Past employment that is not relevant to the assignment does not need to be included.}


Period	Employing organization and your Title/position. Contact in for references	Country	Summary of activities performed relevant to the Assignment
10 July 2017 to 30 April 2018 (09 Months)	National Rural Livelihood Mission District Mission Management Unit, Agra District Resource Person-Livelihood	Agra Uttar Pradesh India	As District Resource Person-Livelihood involved in the following activities performed relevant to the Assignment Facilitate the process of identification of the poor and under privileged families and mobilize them into the groups. Sensitize and motivate the block resource persons for encouraging & practicing village level entrepreneurship. Provide quality training to the block


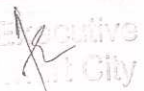
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	<p>Reference: Mr. Ravi Kumar District Project Manager District Mission Management Unit, Agra, Uttar Pradesh Mobile No.: 9058739024 Email ID: upsrlm.agra@gmail.com</p>		<p>resource persons, <i>pashu shakhi</i>, <i>krishi shakhi</i> and <i>udhog shakhi</i></p> <p>Facilitate the process of the awareness generation and IEC activities in the intervention areas.</p> <p>Facilitate the value addition of the products developed by the self-help groups.</p> <p>Facilitate the income generating activities to the SHGs members at village level.</p> <p>Facilitate the process of the Market Linkage of for the increase sale of the products and income.</p> <p>Support documentation and accounting for SHG members</p> <p>Convergence with the other government initiative and programs related to the livelihood promotion.</p> <p>Preparation of Case Study related to the program.</p>
<p>1 April 2015 to 31 March 2017 (24 Months)</p>	<p>Dehati Gramothan Vikas Samiti</p> <p>Project Manager Deendayal Antyodaya Yojana- National Urban Livelihoods Mission (DAY- NULM)</p> <p>Agra Division</p> <p>Reference: Mr. Pradeep Mishra Secretary Dehati Gramothan Vikas Samiti Mobile No.: 9956084588 Email ID: dqvsup@yahoo.co.in</p> 	<p>Agra Uttar Pradesh India</p>	<p>As Project Manager, Deendayal Antyodaya Yojana-National Urban Livelihoods Mission (DAY-NULM) involved in the following activities performed relevant to the assignment</p> <p>To organize capacity Building Trainings and Workshops Programme at all levels Representatives, CBOs and SHGs members.</p> <p>Plan and execute project activities at community level.</p> <p>Monitor & evaluate of activities and analyzing the feedback for the betterment of project team.</p> <p>Prepare all kind of reports related to projects like Monthly and Quarterly Progress Report (QPR) etc.</p> <p>Develop and prepare trainings and workshop manuals.</p> <p>Develop IEC materials as like Posters, Pamphlets, Handbills, manuals etc.</p> <p>Organize Seminars and Workshops on Credit linkage for SHGs with financial Institutions</p> <p>Lesioning with government organization & other NGOs/CBOs</p> <p>Compilation of project Documents, Reports, etc.</p>

			Development of the Business Plan for the self-help groups. Formulation of District level Strategic planning such as Circle Plan, Committee meeting calendar, Site Implementation, Training & Visit Roaster.
01 August 2013 to 31 January 2015 (18 Months)	Shade India Society State Coordinator (Monitoring and Evaluation) Supplementary Nutrition Programme for Angarwadi Centres (Hot Cooked Food) <i>Reference:</i> Mr. Balraj Singh President Shade India Society Mobile No.: 9999175759 Email ID: sindias2004@gmail.com	10 Districts Uttar Pradesh India	As State Coordinator (Monitoring and Evaluation) involved in the following activities performed relevant to the assignment Mobilize community resources and establish 10 high quality kitchens in Uttar Pradesh. Make sure quality control of the supplied food To enhance community participation in the project implementation. Facilitate the involvement of local community institution in the operation of the project. Quality assessment of the solid waste management system in kitchens. Supervise the hygiene level in the kitchen. Assessment and enhancement of the nutritional value of the food. Time submission of the report to the district administration.
04 March 2010 to 31 July 2013 (41 Months)	N.R. Management Consultant India Pvt. Ltd. Extension Office Coordinator (EOC) Uttar Pradesh Participatory Forest Management and Poverty Alleviation Project funded JICA implemented by Forest and Wildlife Department, Government of Uttar Pradesh, India <i>Reference:</i> Mr. Rahu Agrawal Vise President N.R. Management Consultant India Pvt. Ltd. Mobile No.: 9899984199	Bahraich, Shrawasti, Balrampur Districts of Uttar Pradesh India	As Extension Office Coordinator (EOC) involved in the following activities performed relevant to the assignment Close coordination with 04 DMUs/DFOs (Divisional Management Unit), 17 FMUs (Field Management Unit) for technical assistance of the Project Implementation on behalf of Project Management Consultant. Monitoring & Evaluation of 02 NSOs (NGO Support Organization), 07 PNGOs (Partner NGOs) and technical assistance of 150 project area villages in three Districts} To assist DMUs, FMUs and Contractors in baseline data collection. To assist DMUs and FMUs in supervising the contractors (survey and mapping and NGOs). Interacting and mobilising the

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	<p>Email ID: info@nrmc.co</p>	<p>community for the JFM target site selection</p> <p>Demarcation of JFM areas in consultation with the community .</p> <p>To assist DMUs and FMUs in supervising the contractors (NGOs) for Organizing local people (forest dependents) into VSS and SHG.</p> <p>Environmental awareness raising of local people, publicity and communication and capacity building of JFMC/DEC/SHG members.</p> <p>Supporting JFMC/EDC for participatory rural appraisal (PRA) and micro plan formulation.</p> <p>Training needs analysis (TNA) for JFMC/EDC/SHG members and developing comprehensive training program.</p> <p>Organizing training sessions for JFMC/EDC/SHG members as well as the exposure trips and follow-up activities.</p> <p>Supporting JFMC/EDC/SHG for fund raising and building alliances with external agencies, Supporting SHG for rotating savings and linkage with micro finance institutions.</p> <p>Feasibility studies for income generation activities of JFMC/EDC/SHG and preparation of their business plans.</p> <p>Supporting JFMC/EDC/SHG for their IGA operation, including the procurement of necessary equipment, production support, marketing support, accounting, etc.</p> <p>Supporting JFMC/EDC/SHG for their other livelihood improvement activities such as the establishment of grain banks, medical/health care camp for infectious diseases, facilitating adoption of practices for prevention of water borne diseases, awareness raising for reproductive and child health, establishment of centers for non-formal education, promotion of fuel wood saving devices and promotion of rural electrification through solar</p>
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			<p>energy devices.</p> <p>Selection of Entry Point Activities (EPAs), their design and constructions.</p> <p>Preparing a post-project management plan (phase-out and phase-in plans) and IGA plans.</p> <p>Ecotourism development, including construction of tourist huts, day visitor centers, information centers, gift shops, access paths, natural trails and watch towers.</p> <p>Capacity building of eco-development committees on ecotourism site management, tour guiding, animal caretaking and marketing of ecotourism sites and goods;</p> <p>Mitigation of man-animal conflict, including the formation of ant depredation squads, provision of firefighting equipment and training of firefighters;</p> <p>Develop community reserve / heritage sites management plans and implementation of plans;</p> <p>To assist DMUs and FMUs in Market information collection pertaining to farm forestry and marketing of planting stocks</p> <p>Conduct publicity campaign at the field level</p>
<p>17 November 2006 to 31 December 2009</p> <p>(38 Months)</p>	<p>Ray Welfare Trust</p> <p>Programme Officer</p> <p>Reference: Mr. Rohit Thakur Secretary Ray Welfare Trust Mobile No.: 9810211108 Email ID: raywelfaretrustngo@gmail.com</p>	<p>Mathura Uttar Pradesh India</p>	<p>As Programme Officer involved in the following two major projects</p> <p>1. School Health and Hygiene Programme (Yamuna Action Plan Phase 2nd) - 17 November 2006 to 15 November 2008</p> <p>Identify issues pertaining to health, hygiene, sanitation education in schools.</p> <p>Design and develop the appropriate intervention on health, hygiene and sanitation education in schools.</p> <p>Orient and sensitise schoolteacher on health, hygiene and sanitation education.</p> <p>Aware, educate and sensitise school children on River pollution through interactive classroom sessions, demonstration, exposure visits, picnic.</p>

			<p>Promote responsible behaviour among school children through behavioural change communication (BCC) and various prevention measures for prevention of River pollution; ■ Develop the model for school health hygiene and sanitation education.</p> <p>Advocacy with government for policy initiatives to sustain the efforts.</p> <p>2. Pollution Prevention and revival of Mansi Ganga Lake (Under Lake Conservation Plan) - 17 September 2008 to 31 December 2009</p>
			<p>Community mobilization on the issue of the sanitation and solid waste management.</p> <p>Planning execution of the Awareness for the cleanliness in the surrounding.</p> <p>Baseline Survey of the household surrounding the Mansi Ganga lake.</p> <p>Develop Objectives for Monitoring & Evaluation, organizing community Programmes, forging linkages and networks, documentation & report submission, maintaining Budget, organizing Workshop & Seminar, Mass Awareness campaign, handling press release & overall coordination, Plantation, SHG formation and Income Generation Activities etc.</p> <p>Accountable for Project Implementation in close coordination with Education Dept., Pollution Control Board UPJN, Sahbhagi Shikshan Kendra, Nehru Yuva Kendra, NSS, NCC, NGOs/CBOs. Supervise & provide professional support to a team of 20 staff</p>
<p>01 August 2005 to 31 August 2006</p> <p>(12 Months)</p>	<p>Bharat Gramodhog Vikas Samiti</p> <p>Poorest Area Civil Society (PACS) funded by DFID</p> <p>Project Coordinator</p> <p>Reference: Mr. Umesh Singh Project Manager</p>	<p>Unnao Uttar Pradesh India</p>	<p>As Project Coordinator involved in the following activities performed relevant to the assignment</p> <p>Baseline Study of the area focused on the livelihood.</p> <p>Study of the Secondary data and previous project on the livelihood.</p> <p>Plan and execute project activities at village level.</p> <p>Monitor & evaluate of activities and analyze feedbacks for further improving the Project.</p>

	Bharat Gramodhog Vikas Samiti		<p>Prepare progress reports (Monthly and Quarterly) and share with the donor</p> <p>Develop Modules/ manuals for trainings and workshop.</p> <p>Develop IEC materials for generating awareness in the community</p> <p>Conduct Seminars/ Workshops on Credit linkage for SHGs with financial Institutions</p> <p>Laision with government organization & other NGOs/CBOs</p> <p>Formulate District level Strategic planning such as Circle Plan, Committee meeting calendar, Site Implementation, Training & Visit Roaster.</p>
<p>17 May 2005 to 17 August 2005</p> <p>(03 Months)</p>	<p>Atlas Cycles Limited (Haryana)</p> <p>Management Trainee</p> <p><i>Reference:</i> Mr. Pramesh Tiwari GM – Human Resource Phone No. 071- 512625</p>	<p>Gwalior Madhya Pradesh India</p>	<p>As Management Trainee my responsibility includes HR activities that included identifying sources of labour recruitment, selection, recording, filing, maintenance of attendance, Induction programme for employees to get familiar with chances in organization, Welfare amenities inside the canteen, restroom, bathroom, drinking water, Participating in the settlement of Grievances and Disputes, ESI, PF. etc. Overall coordination with 1,500 manpower</p>

Membership in Professional Associations and Publications:

- Member - Ek Qadam Welfare Society, a Development NGO, Agra, Uttar Pradesh
- Member- Foundation of World Piece, Bahraich, Uttar Pradesh

Language Skills (indicate only languages in which you can work): Hindi and English

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Vijay Kumar
Addl. C.E.O.
Smart City Ltd.

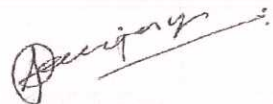


Expert's contact information: (e-mail eocbahraich@gmail.com, phone +91 80050 82143)

Expert's contact information:

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by the Client, and/or sanctions by the Bank.




Name of Expert : Sanjay Singh
Date : 18 June 2018

Signature

Name of authorized: Sita Ram Sharma
Date : 18 June 2018
Representative of the Consultant
(the same who signs the Proposal)

Signature



Visa-Stamp
I.O.
City Limit

FORM TECH-4
CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

1. Proposed Position: <i>[For each position of key professional separate form Tech-3 will be prepared]:</i>	Product Development Expert														
2. Name of Firm: <i>[Insert name of firm proposing the staff]:</i>	Adarsh Seva Samiti														
3. Name of Staff: <i>[Insert full name]:</i>	Ambuj Kumar Mishra														
4. Date of Birth:	01 st December 1986														
5. Nationality:	Indian														
6. Education: <i>[Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]:</i> <ul style="list-style-type: none"> MBA from Sam Higginbottom Institute of Agriculture Technology & Sciences (2012-2014) Master of Social Work from NGB Nehru Gram Bharati University Allahabad (2008-2010) Arts Graduate from University of Allahabad (2005-2008). 															
7. Membership of Professional Associations: Membership- Ramashrijan Jan Kalyan Sansthan (NGO) Membership- Apana Prayas (NGO)															
8. Other Training: <ul style="list-style-type: none"> NIPCCD Training on Volunteer Organization formation and management Integrated Solid Waste Management and Composting Community Participation through PLA Tools Community mobilization through IEC Activities 															
9. Countries of Work Experience: <i>[List countries where staff has worked in the last ten years]:</i> India															
10. Languages <i>[For each language indicate proficiency: good, fair, or poor]</i> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Language</th> <th style="text-align: center;">Speaking,</th> <th style="text-align: center;">Reading,</th> <th style="text-align: center;">Writing</th> </tr> </thead> <tbody> <tr> <td>1 Hindi</td> <td style="text-align: center;">Good</td> <td style="text-align: center;">Good</td> <td style="text-align: center;">Good</td> </tr> <tr> <td>2 English</td> <td style="text-align: center;">Good</td> <td style="text-align: center;">Good</td> <td style="text-align: center;">Good</td> </tr> </tbody> </table>				Language	Speaking,	Reading,	Writing	1 Hindi	Good	Good	Good	2 English	Good	Good	Good
Language	Speaking,	Reading,	Writing												
1 Hindi	Good	Good	Good												
2 English	Good	Good	Good												
11. Employment Record: <i>[Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]:</i>															
From [01 st April 2018]: To [Till date]:															
Employer: Adarsh Seva Samiti, New Delhi															

Vijay Kumar
 Joint C.E.O.
 Smart City Limited



Positions held: Project Coordinator in "Clean My Transport Nagar Kanpur (CMTN) sponsored by Apollo Tyres Foundation as CSR Project
From [01 st April 2014]: To [31 st March 2018]:
Employer: Muskan Jyoti Samiti, Lucknow
Positions held: Project Coordinator in "Clean My Transport Nagar Kanpur (CMTN) sponsored by Apollo Tyres Foundation as CSR Project
From [26 th December 2013]: To [31 st March 2015]:
Employer: Hindustan Latex Family Planning Promotion Trust (HLFPPT)
Positions held: District Coordinator at Ballia District of Uttar Pradesh in Sources Migrant Project.
From [26 th December 2013]: To [31 st March 2015]:
Employer: Hindustan Latex Family Planning Promotion Trust (HLFPPT)
Positions held: District Coordinator at Ballia District of Uttar Pradesh in Sources Migrant Project.
From [01 st April 2011]: To [24 th December 2013]:
Employer: Rama Shrijan Jan Kalyan Sansthan, Allahabad
Positions held: Project Representative in Axshya Project
<p>12. Detailed Tasks Assigned <i>[List all tasks to be performed under this Assignment/job]</i></p> <ol style="list-style-type: none"> 1. Identification of OD areas & Preparation of ODF Plan 2. Manage Thematic Cleanliness Drives as Per the Guideline of Swachh Bharat Mission (Urban) 3. To help and guide team in identifying Key Resource Persons, Faith Leaders, Frontline Workers, Volunteers and Swachhagrahis And Formation of Local Nigrani Samitis Swachhagrahis and formation of Local Nigrani Samitis 4. Ensure Community Mobilization and Awareness to Segregate the Waste and Helping Authority to Make the Sectors ODF 5. Conduct Various Field Activities, Which Include – Nukkad Natak, Mohalla Sabha, Samudaik Baithak Etc. 6. To Mobilize and Motivate 80% Of Urban Households Engaging in Open Defecation to Construct Individual Households Latrines 7. To Mobilize and Motivate Urban Households for Conversion of Insanitary and Single Pit Latrines in to Sanitary Latrines and Sensitize People Not to Construct New Insanitary Toilets 8. Support team in organizing Trainings Workshops and Building Capacities of Safai Karmis, Sanitation Workers, Swachhagrahis, Volunteers, Officers, Frontline Workers & Community Key Persons 9. To Fulfill All the Necessary Conditions and Protocols of SBM (U) Have to Fulfill to Declare ODF To the Sector/City 10. To Train Field and Sanitation Staff of NOIDA on Effective Solid Waste Management Tact & Door-to-Door Collection. 11. To Train the Sector Leaders and RWAs On Waste Segregation and Its Management 12. To Undertake Various Follow Up Measures as Per the Above Activities/ Ongoing Activities of The Field as Desired by The Consultant/ NOIDA
<p>13. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned <i>[Among the Assignment/jobs in which the staff has been involved, indicate the following information for those Assignment/jobs that best illustrate staff capability to handle the tasks listed under point 12.]</i></p>



Name of Assignment/job or project: Year: Clean My Transport Nagar Project (2014-2018)

Location: Kanpur, Uttar Pradesh

Employer: Muskan Jyoti Samiti, Lucknow and Adarsh Seva Samiti, New Delhi

Main project features: Clean My Transport Nagar (CMTN) project is an implementation project with vision of sanitation and environmental upgradation of Transport Nagar by solid waste management, greenery promotion, awareness with inclusive approach and community participation at the all level of the program.

Positions held: Project Coordinator

Activities performed:

- Overall coordination of the project at source district through the supervisor, sanitation team
- Preparation of monthly and quarterly action plan for the implementation of the Project
- Establishment of systems for Composting, Segregation, Greening, Cleaning, Contribution Collection and Awareness activities in the Project areas.
- Distribution of two type dustbin and make sure the use of these dustbin by the community to sustain the segregation of the waste at the primary level.
- Develop strategies for internal and external stakeholder engagement by proactive and frequent communication/reviews
- Organization of IEC activities like street play, rally, puppet show on waste management
- Coordinate with identified point of contacts and support the network to ensure a consistent approach to the Clean My Transport Nagar programme
- Up-gradation mapping of the area as per project requirement
- Inhouse capacity building of the project team on solid waste management
- Development of project designs and operational strategies for target groups
- Preparing, Managing and reviewing project budget and recommend appropriate utilization of Funds
- Timely submission of weekly, monthly, and quarterly reports

Name of Assignment/job or project: Year: Sources Migrant Project

Location: Ballia District, Uttar Pradesh

Employer: Hindustan Latex Family Planning Promotion Trust (HLFPPT)

Main project features: The Sources Migrant Project was an initiative to address the health problem of the migrant laborer and make the sensitized towards health issues and make them aware about the government and private health facilities in their surroundings. This objective of this project was to promote the healthy behaviors in migrant laborer and provide choices for the family planning methods and retraction of sexually transmitted infection including HIV.

Positions held: District Coordinator

Activities performed:

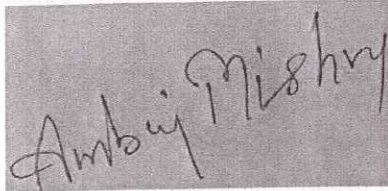
- Baseline Study of the Project through the detailed individual survey format and focus groups discussion
- Project performance management and timely reporting
- Facilitate the Assessment and planning process
- Training to staff at various level within the project
- Create linkages with various agencies and program in the district
- Play a strong role in advocacy and in creating an enabling environment at the district level Supervisory visits



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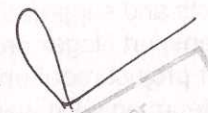

14. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.



[Signature of staff member or authorized representative of the staff]

Place: New Delhi
Date: 14th June 2018


Vijay Kumar
Addl. C.E.O.
Agra Smart City Limited
Chief Executive Officer
Agra Smart City Limited
Agra Smart City Limited

FORM TECH-3
CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

1. Proposed Position: <i>[For each position of key professional separate form Tech-3 will be prepared].</i>	IT Specialist
2. Name of Firm: <i>[Insert name of firm proposing the staff].</i>	Adarsh Seva Samitit
3. Name of Staff: <i>[Insert full name].</i>	Abhishek Verma
4. Date of Birth:	29 July 1984
5. Nationality:	Indian
6. Education: <i>[Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment].</i> <ul style="list-style-type: none"> • Master of Business Administration in Marketing & Finance (Dual Specialization) from Jaipuriya Institute in 2006, • Bachelor of Science in Mathematics from CSJM University, Kanpur in 2004 • One-Year Diploma in Software Management from Probbit Computer Education in 2002 	
7. Membership of Professional Associations: Nil	
8. Other Training: <ul style="list-style-type: none"> • Market Penetration of Amul ice cream and Amul milk in millennium city Gurgaon. • Prepared a project of competitiveness between Amul ice cream and rest of other products like Kwalitty Walls, Cream bell and Mother Dairy etc. 	
9. Countries of Work Experience: <i>[List countries where staff has worked in the last ten years].</i> India	

Vishu Kumar
 CEO
 City Limited

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10. Languages [For each language indicate proficiency: good, fair, or poor

Language Speaking, Reading, Writing

1 Hindi Good Good Good

2 English Good Good Good

11. Employment Record:

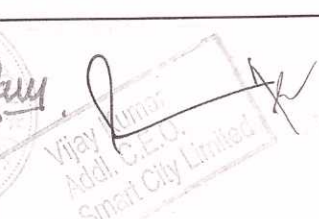
[Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.].

From [Year]: To Year:	Employer	Positions held
Sept'2015 to till Date	State Urban Development Authority	City Mission Manager
Dec'13 to Aug'2015	Mosaram Enterprises Ltd.	Sales Manager
March '08-to Dec'13	HDFC Bank	Assistant Manager
July'06- to Feb'08	Magma Leasing Limited	Sr. Sales Executive

12. Detailed Tasks Assigned

[List all tasks to be performed under this Assignment/job]

1. Identification of OD areas & preparation of ODF Plan
2. Pilot sampling and testing of survey
3. Sanitation and waste management baseline survey
4. Survey data-Entry and analysis
5. Ensure Geo-Tagging of Entire Waste Primary, Secondary & Tertiary Collection Points Along and OD Spots, Community and Public Toilets.
6. To help and guide team in identifying key resource persons, faith leaders, frontline workers, volunteers and Swachhagrahis and formation of local Nigrani Samitis.
7. To maintain MIS, Data and keep records of The sanitation activities / interventions and Submit the same to NOIDA
8. To train field and sanitation staff of NOIDA on effective solid waste management tact & door-to-door data collection.



9. Activities of the field as desired by the consultant/ NOIDA
10. To submit final assessment and evaluation report to NOIDA as and when desired by the consultant/ NOIDA

13. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned

[Among the Assignment/jobs in which the staff has been involved, indicate the following Information for those assignment/jobs that best illustrate staff capability to handle the tasks Listed under point 12.]

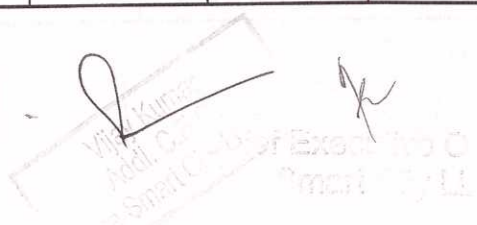
Name of Assignment/job or project: Year	Location	Employer	Main project features	Positions held	Activities performed
<i>Sept'2015 to till Date</i>	<i>Agra</i>	<i>State Urban Development Authority</i>	<i>Formation and capacity building of institution and link them with livelihood option, make them aware about health, sanitation and income generation activities, Data compilation and entry</i>	<i>City Mission Manager</i>	Managed team of Community Organizers, District Coordinators and engaged them in various social activities assigned by Government of India under the ministry of Housing and Urban Poverty Alleviation. Planned and implemented various activities to enhance the livelihood of Urban Poor through formation of Self Help Group, credit linkage and skill training Provide the Awareness about different-different government scheme to them through financial and social camp in slums community of Agra District.
<i>Dec'13 to Aug'2015</i>	<i>Lakhimpur and</i>	<i>Mosaram Enterprises Ltd</i>	<i>Increasing sales of Mahindara</i>	<i>Sales Manager</i>	Actively involved to responsible the Back-end Process of Sales and

Vijay Kumar

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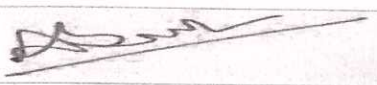
	Sitapur district		vehicles, Cover insurance		<p>Services of Mahindra & Mahindra Like Sales MIS/Insurance Renewals and its Claims/ DMS report of all Segments /Finance/ Finance Market Share.</p> <p>Previously Involved into Sales Process and Handling the Team, build the relationship with high profile customer though personal visit with sales executive.</p> <p>Taking care the sales of two dealership in Lakhimpur and Sitapur district.</p>
March '08-to Dec'13	Delhi	HDFC Bank	Increase number of credit cards to good customer and meet out the grievances	Assistant Manager	<p>Actively involved in Handling Bucket Collection of Credit cards/Quality sampling of out bonds calls related collections of Delhi & Entire North Region.</p> <p>Involved in ensuring Quality of Training on weekly basis. Also involved to handling Customer's Grievances like their Escalations regarding settlement, Lien issues, Nature of calls and provide optimize solution.</p> <p>Maintaining Individual and Team targets of Collections of Credit Cards by relationship building with the team Members and the Clients. Resolving the</p>



					queries of the Clients by being one point contact and giving them utmost satisfaction. Handling two Agency those are looking after area entire East Delhi, North Delhi, Faridabad, Noida & Ghaziabad and Maintains whole bucket collection through them.
July'06- to Feb'08	Lucknow	Magma Leasing Limited	Collection of passenger and commercial vehicles	Sr. Sales Executive,	Actively involved in maintaining Individual and Team targets of Collections by relationship building with the team Members and the Clients. Resolving the queries of the Clients by being one point contact and giving them utmost satisfaction. Maintains whole bucket collection of Commercial Vehicle Constructions Equipment and Car Loans.

14. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.



[Signature of staff member or authorized representative of the staff]



[Full name of authorized representative]

Place: Agra, Uttar Pradesh

Date: 14 June 2018



Chief Executive Office
Agra Smart City Limited

Vijay Kumar
Addl. C.E.O.
Agra Smart City Limited

R. K. Singh
Muzaffar Nagar

FORM TECH-6 (CONTINUED) CURRICULUM VITAE (CV)

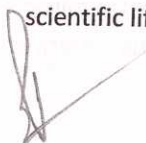
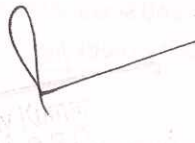
1. Proposed Position:	Business Development Expert
2. Name of Firm:	Adarsh Seva Samiti
3. Name of Staff:	Ambar Vishal Dwivedi
4. Date of Birth:	15/08/1976
5. Nationality:	India

6. Education:

Degree/ certificate or other specialized education obtained	College/ University	Date Obtained
Ph.D. in Tourism with the topic; "Linking the Tourism with Livelihood of the Community through their Participation with Ownership"	Dr. B. R. Ambedkar University, Agra	2016
M.S.W (Master of Social Work)	Dr. C.V. Raman University, Bilaspur (C.G)	2017- 2018
M.T.M (Master in Tourism Management)	Dr. B. R. Ambedkar University, Agra	1998-1999
Master in Economics	Dr. B. R. Ambedkar University, Agra	1996-1997
Pursuing "Post Graduate Diploma in Environment and Sustainable Development" (PGDESD)	IGNOU (Indira Gandhi National Open University). School of Sciences, IGNOU in collaboration with South Asia Foundation Learning Initiative (SAFLI), and the Open Universities of the SAARC region	Pursuing
B.Sc.	Agra University, Agra	1995

7. Membership of Professional Associations: -

- Honored as "GREEN AMBASSADOR" by CMS-VATAVARAN (an international organization) for my efforts in the direction of environmental conservation activates and creating awareness for sustainable development.
- Member of "Paryatan Mitra-Fr" an organization with the objective of establishing Agra as a tourism friendly destination by constant efforts for tourist security, awareness on various concern issues, conservation of heritage, sustainable & responsible tourism.
- Member of CSRD (Center for Science Research and Development), an NGO working for scientific life style.



8. Other Training:

S. No.	Name of the training programme	Organization (where trained)	Duration/Date
1	Report Writing and Documentation	Sahbhagi Shikshan Sansthan	6 th May to 7 th May 2008
2	Financial Management		18 th Nov to 19 th Nov 2009
3	Basic Skiing	National Adventure Foundation, Narkanda	1 st Mar to 7 th March 1999
4	Management Trainee	Uttar Pradesh Tourism Department, Govt. of Uttar Pradesh	18 th Feb to 27 th Feb 1999

9. Countries of Work Experience: - India

10. Languages [For each language indicate proficiency: good, fair, or poor]

Language	Speaking	Reading	Writing
1 Hindi	Good	Good	Good
2 English	Good	Good	Good

11. Employment Record

11. Employment Record:	
From 01 April 2018 to till date	
Employer: Adarsh Seva Samiti, New Delhi	
Positions held: Community Development Specialist	
From 16 th December 2014 To 31 st March 2018	
Employer: NJS Engineers India Pvt. Ltd., Delhi	
Positions held: Consultant	
Details of Assignments: A. (20-10-2017 to 31 March 2018) <i>Social and Impact Assessment Study for Ranchi, Dhanbad and Deoghar Water Supply Schemes and Household Survey and Analysis/ Reporting on Data Collected for the Ranchi and Deoghar Municipal Area as well as Analysis/Reporting of Data already collected for the Dhanbad Municipal Area. The EIA has been prepared as per the Indian EIA regulation for implementation of the proposed project and regulations of the World Bank.</i> <u>My Responsibilities under This Assignment (A)</u> <ul style="list-style-type: none"> The works responsibilities included of Field investigations, Data Collection, Photographs of sites, Location Map of proposed sites, environmental and social studies (stakeholders involvement, social assessment, community interactions, community meetings, existing land use, Flora and Fauna, 	

Silvi Ravi
 Silvi Ravi
 Smart City Nagar (U.S.)

drainage system of the site, current road conditions, traffic condition, application of extant environmental notifications, required NOCs or clearances, other associated legislation, study of monuments or historical assets or religious buildings likely to be impacted, air quality, noise level, water quality & availability, etc.), investigation of any protected sites including forests, wetlands or area and preparation of Report.

▪ **B. (21-12-2016 to 30-03-2017)**

Social Impact Assessment of proposed "Varanasi Convention Centre". This report has been prepared in three parts; 1) baseline survey and field survey. 2) Report on the proposed project as per the requirement of Indian EIA regulation and 3) report which meet the requirement as per the category B of the JICA guideline for Environmental and Social Consideration.

My Responsibilities under This Assignment (B)

- Analyzing Legal and Institutional Framework for the Project and developing the contents as per the requirements of Indian EIA regulation.
- Conducting Stakeholder Meeting
- Conducting community meetings, visits and other awareness activities.
- Coordination with SHGs/CBOs/NGOs/RWAs
- Coordination with Client.
- Detailed process flow of ESMF for Environmental Clearance.
- Making the arrangements for Traffic Volume Measurement.
- Baseline Physical, environmental and social study in and around the project site.
- Data Analysis and Report Preparation.
- Project Alternatives (including Zero Option without projects).

▪ **C. (05-10-2015 to 05-11-2015)**

Social Impact Assessment and Management Plan for Rishikesh Municipal Waste Water for Uttarakhand Peyjal Sansthan Vikas Evam Nirman Nigam (UPSVEN) including Village Survey to Identify the Opportunities for Wastewater re-uses and Sludge Settlement.

My Responsibilities under This Assignment (C)

- Development of Questionnaire for survey.
- Stakeholder Consultation in Rishikesh.
- Meeting with Parshad, Mayor, client and other stakeholders.
- Awareness activities with women groups, RWAs, CBOs & local leaders at community level.
- Socio-economic and environmental studies of all the zones.
- Community visits and discussions with the residents of targeted area to understand the socio-economic and environmental aspects to develop a management and mitigation plan.
- Collection of secondary data.
- Data analysis and Report Preparation.
- Develop Environmental & Social Management Framework and mitigation plan of Rishikesh.

Vijay Kumar
Addl. CEO
M&S



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▪ D. 16-12-2014 to 24-01-2015

Social Impact Assessment and Management Plan for Haridwar Municipal Waste Water for Uttarakhand Peyjal Sansthan Vikas Evam Nirman Nigam (UPSVEN) including Village Survey to Identify the Opportunities for Wastewater re-uses and Sludge Settlement.

My Responsibilities under This Assignment (D)

- To develop Social Impact Assessment & Management plan.
- Socio-economic and environmental studies of all the zones.
- Data Analysis and Report Preparation
- Meetings with -stakeholders, MLA, Parshads, Clint, ULBs, community visits, etc.
- Awareness Activities with women groups, RWAs

From: 2nd January 2000 To November 2014

Employer: S.A.N.K.A.L.P (Social Association for Social Association for Nurturing, Knitting and Linking People, Agra

Project 1: "Agra Water Supply Project" (May 2010 to Nov2014)

Positions held: Team Leader

Details of Assignments:

"Public Awareness Raising Campaign under Agra water Supply Project", implemented by S.A.N.K.A.L.P assigned by Uttar Pradesh Jal Nigam (Govt. of U.P) and supported by JICA (Japan International Cooperation Agency).

Overall objective of the "Agra Water Supply Project" was to achieve behavioral change of community through water management at community level.

The salient features of the programme was; a community driven approach, capacity building of community, develop ownership among the community members for government assets developed for communities, socio-economic development of women group of community and multi stakeholder partnerships between community, government and SHGs.

My Responsibilities

- Decision-making and strategy Development for the project implementation.
- Design the tools to ensure community participation and their capacity building.
- Develop the strategies which are related with the promotion of SHGs.
- Provide the Livelihood trainings of to the women's SHGs in project area.
- Exposure visits of SHGs for their capacity building.
- Establishing the linkages of SHGs.
- Synchronization between the concern departments.
- Participatory Planning, monitoring and evaluation.
- Capacity building of stakeholders through various activities and trainings.
- Coordination with ULBs /NGO/ CBOs/ PMC and other stakeholders.
- Administrative and financial management.

- Lead the project team.
- Finalizing the reports and development of action plans, etc

Project 2: SAPI (Special Assistance for Project Implementation) for AGRA WATER SUPPLY (GANGA JAL) PROJECT" (July 2007 to Sep 2007)

Positions held: Social Development Consultant

Project Brief:

The project was supported by JBIC and Government of India and implemented by Exeidea-Japan. S.A.N.K.A.L.P has been appointed as a Consulting Organization for social behavior. This project was implemented by Exe Idea Ltd-Japan. This pilot project was the part of Agra water supply under Public Awareness Raising Campaign. The responsibility during the project as consultant was to community mobilization and skill development of stakeholders, coordination between governmental organizations and NGOs, development of IEC material, Implementation of awareness activities, etc.

My Responsibilities

- To involve the resident welfare associations, CBOs, NGOs, SHGs and other concern organizations in the project activities.
- Decision-making and strategy Development for the project implementation.
- Conduct baseline studies and develop customized strategies for different communities and challenges accordingly.
- Synchronization between the concern departments and community-based organizations to resolve community-based water concern issues.
- Lead the project team.
- Finalizing the reports and development of action plans, etc.

Project 3: Women (Below Poverty Line) Livelihoods Training Programme in Agra. (Government of Uttar Pradesh (Uttar Pradesh Mahila Kalyan Nigam) (Dec-2009 to May 2010)

Positions held: Social Development and Livelihood expert

Project Brief:

S.A.N.K.A.L.P has been involved implementing (in five rural areas Fatehpur Sikri block of Agra), livelihood improvement trainings programmes. The training of beautician, food processing and tailoring has been provided to the women and girls. Financial assistance and business starter kits have been provided to the participants and certificates distributed. The trainers were identified among the women group of the area and provided skill development training to further disseminate the knowledge.

The women group of the community has been given special emphases as they are the in charge of the house hold and are present in the community for the maximum period.

Through livelihoods trainings, the socio-economic conditions upgraded.

Market research and costing of the hand made products done and samples were developed.

To establish linkage of women group with market, various exposure visits and participation in fairs have been organized.



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The women group has been provided starter kit for initializing home based business. They have been equipped with orientation programmes.

My Responsibilities

- To identify and form SHGs for capacity building.
 - To Provide livelihood trainings.
 - To develop linkages with the wholesale market to arrange the raw-material for production.
 - To conduct market research for establishing the linkages with the end user of goods manufactured by SHGs.
 - Develop IEC material for promotion and marketing of goods, manufactured by SHGs.
 - To provide trainings for product promotion, packaging and pricing of products.
 - To provide; life style trainings for their exposure and how-to handle the competition in market.
- To provide starter-kits to each trainee

Project 4: "Public Participation and Awareness Programme" under YAP-II project, (Nov 2006 to Nov 2009)

Positions held: Project Coordinator

Project Brief:

"Public Participation and Awareness Programme" under YAP-II project, implemented by S.A.N.K.A.L.P and assigned by Uttar Pradesh Jal Nigam (Govt. of U.P), supported by JICA (Japan International Cooperation Agency) and NRCD (National River Conservation Directorate) Govt.

Project Brief:

The main objective of this initiative was to improve the socio-economic and environmental conditions of Agra.

Socio-economic and Environment Upgrading of CTC (Community Toilet Complex) Neighborhood Community Programme: Emphasis of the programme is promoting hygienic sanitation practices in CTC neighborhood communities through community acceptance and optimum utilization of existing sanitation facilities in order to strive for 'Zero Pollution' service areas. Broad activities comprise awareness and sensitization campaigns of community members, hygiene and sanitation education, socio-economic improvements of women group, capacity building of community-based stakeholders, establishing linkages and creating an environment for community-based intervention.

My Responsibilities during Assignment

- Strategy Development for Participatory implementation process.
- Monitoring and evaluation of assignments.
- Provide supportive supervision and facilitate team-building.
- Liaison and networking with ULBs /NGO/CBOs/ SHGs and other stakeholders.
- To provide livelihood trainings base on "waste to wealth".
- To develop products by utilization of waste materials.
- Decision making, administrative and financial management.
- Coordination between Nodal Agency and the organization.


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Uttar Pradesh Jal Nigam





- Internal trainings and skill development of stakeholders.
- Representation of organization during the project evaluation process.

Project 5: "Training and Awareness Building on the Heritage component of Cross Cutting Agra Programme." (September 2005 to Feb 2007)

Positions held: Community Based Tourism Expert

Project Brief:

CAP programme is an initiative of USAID, with the focus on the development of heritage trail along with lesser-known monuments in Agra. CURE (Centre for Urban and Regional Excellence) implemented CAP and aimed; to generate youth oriented, community-based livelihood options linked with the city's tourism-based economy, community based eco-friendly tourism, capacity building of youth group and concerned stakeholders for socio-economic development of community.

My Responsibilities during Assignment

- Recognize the opportunities for community based tourism development.
- Identification of stakeholders and their capacity building.
- Development and increase active community participation.
- Value-chain analysis of community-based products.
- To provide technical assistance to CURE in developing resource material for the proposed heritage trail.
- Improvements in socio-economic and environmental conditions.
- Development of IEC and other tools.
- Synchronization between stakeholders and other government departments.
- Setup a heritage cell in the Nagar Nigam Office in Agra, to work in advisory capacity for the heritage walk management.
- Achieving behavioral change in community through training/ counseling sessions and other activities.
- Finalization of reports and action plans, etc.

Project 6: "River Front Tourism Based Enterprise Development for the project CAP-CSYP" (Cross Cutting Agra Programme- Cross Sectoral Youth Programme)." (18th June 2007 to 10th July 2007)

Positions held: Community Based Tourism Expert

Project Brief:

"River Front Tourism Based Enterprise Development for the project CAP-CSYP" (Cross Cutting Agra Programme- Cross Sectoral Youth Programme), supported by USAID and implemented by CURE. CAP-CSYP aimed at working with the youth in selected low-income communities of Agra to sharpening their skills for tourism engagement and livelihoods.

My Responsibilities during Assignment

- To identify the route and opportunities of the RFE (River Front Enterprise) tourism-based heritage walk through community participation.
- Lead the team and top-level decision making.

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- Spot community based natural and manmade resources for incorporating with river front tourism enterprise.
 - To prepare a map of RFE heritage walk.
 - To create awareness and increase community involvement.
 - To develop a community-based business plan focused on tourism.

Project 7: "CDS (City Development Strategy)" (30th August 2007 to 28th September 2007)

Positions held: Community Based Tourism Expert

Project Brief:

Worked on CDS (City Development Strategy) as tourism development expert. This programme was run by CURE with the aim to develop a vision document for Agra through a multi stakeholder consultative process.

My Responsibilities during Assignment

- Study and situation analysis of all the ASI (Archeological Survey of India) Protected monuments and unlisted monuments that falls along the routes of major monuments.
- Conducting community meetings and discussion sessions.
- Develop a profile of all the monuments/structures listed, mapping, present position, tourist flow, availability of basic services and other concerns.
- Finalizing reports, action plans and other documents, etc.

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

Date: 08-07-2018

Place: Agra

Ambar Vishal Dwivedi

Ambar Vishal Dwivedi



STAFFING SCHEDULE

[illegible]

INTERMITTENTLY INPUTS

Part Time

Part Time

INTERMITTENTLY

INPUTS

REGULAR INPUTS

Part Time

GENERAL CONDITIONS OF CONTRACT

1. DEFINITIONS

Unless excluded by or repugnant to the context.

- a) The expression ASCL as used in the tender papers shall mean the "Agra Smart City Ltd"
- b) The expression Corporation as used in the tender paper means ASCL
- c) The expression "Department" as used in the tender papers shall mean ASCL, Agra.
- d) The expression "plant and equipment" as used in the tender papers shall mean every machinery, centering forms necessary or considered necessary by the Chief Executive Officer, ASCL to execute, construct complete and maintain the works and used in altered, modified, substituted and additional work, ordered in the time and manner herein provided and all temporary materials and special and other articles of appliances of every sort, kind and description whatsoever intended or used therefore.
- e) "Drawing" shall be mean the drawings referred to in specifications and any modifications of such drawings approved in writing by engineers and such other drawings as may from time to time be furnished or approved in writing by the Chief Executive Officer, ASCL.
- f) "Engineer-in-charge" of the work shall mean the „Project Engineer" appointed by ASCL "Project Engineer"s representative" shall mean an assistant of the Project Engineer notified in writing to the Contractor by the Project Engineer.
- g) "PMC" shall mean the Project Management Consultant appointed by ASCL for construction supervision of project, management of project and monitoring the work. The PMC shall be Engineer whenever specified.
- h) The "Site" shall mean the lands and / or other places on under in or through which the work is to be executed under the contract including any other lands or place which may be allotted by ASCL/ Agra Municipal Corporation or used for the purpose of contract.
- i) Part(s) thereof as the case may be and shall include all extra or additional, altered or substituted works as required for performance of the contract.
- j) The "Contract" shall mean The agreement entered into between the owner and the Contractor as recorded in the contract form signed by the parties include all attachment the notice of tender, the sealed quotation and the tender documents including the tender and acceptance thereof together with the documents referred to therein, and the accepted conditions with annexure mentioned therein including any special conditions, specifications, designs, drawings, priced schedule/bill of quantities and schedule of rates. All these documents taken together shall be deemed to form one contract and shall be complementary to one another. Contract is deed of contract together with all its accompaniment and those later incorporated in it by internal consent.
- k) The "Contractor" shall mean the individual or firm or company whether incorporated or not, undertaking the work and shall include legal representative of such an individual or persons comprising such firms or company as the case may be and permitted, assigns of such individual or firm or company.

- l) The "Contract sum"/ "Contract price" shall mean the sum for which the tender is accepted.
- m) The "Contract time" means period specified in the tender document for entire execution of contracted works from the date of notification of award including monsoon period.
- n) A "Day" shall mean a day of 24 hours from midnight to midnight irrespective of the number of hours worked in that day.
- o) A "month" shall mean a calendar month.
- p) A "week" shall mean seven consecutive days without regard to the number of hours worked in any day in that week.
- q) "Excepted Risks" are risks due to riots (otherwise than among Contractor's employees) and civil commotion (in so far as both these are un-insurable) was (whether declared or not), invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power, any acts of God, such as earthquake, lightening and un-precedent floods over which the Contractor has no control.
- r) "Temporary works" shall mean all temporary works of every kind required in or about the execution completion or maintenance of the works.
- s) "Urgent works" shall mean any measures, which in the opinion of the Engineer, become necessary during the progress of the works to obviate any risk or accident or failure or which become necessary for security of the work or the persons working, there on.
- t) Where the context so requires, word importing the singular number only also include the plural number office-versa.
- u) Wherever there is mention of "Schedule of rates" or simply DSR or Schedule Rates in this tender it will be taken to mean as "The schedule of rate of Agra Municipal Corporation, Agra.

2. PROGRAMME AND PROGRESS SCHEDULE

The Contractor shall submit his own programme with the tender, in the form of Bar Chart, indicating critical activities and PERT programme including phase wise deployment of man and machinery, power, cash flow etc. in Envelope No. I. The program may be submitted in general Bar Chart format at the tender stage. Simultaneous with the execution of the Contract Agreement, the Contractor shall submit to the Engineer-in-charge his item-wise monthly programme. The programme shall also provide the information as to required approvals to methodology, drawing, samples, materials, equipments & their time of submissions to the Corporation. The adequate commissioning & trial run period shall be incorporated in the programme/ Bar Chart.

The progress report shall be submitted by the Contractor vis-à-vis programme every month. The project team of the Contractor shall be so motivated to know the balance work at the end of each week & the rate required in the balance period to complete the work & therefore, shall endeavor to complete the task assigned for each week timely. In case, where the updated & revised schedule is required, the same shall be submitted to the owner for approval.

The programme shall indicate and give details of physical and financial implication including men, materials and machinery requirements. In case the progress is less than the stipulated progress, Contractor shall increase the resources i.e. machinery and labour to achieve the targeted progress at no extra cost.

3. INTENT AND INTERPRETATION OF CONTRACT DOCUMENTS

The contract documents are complementary and what is called for by one is as binding as if called for by all. Any work that may be reasonably inferred from the drawings or specifications as being required to produce the intended result shall be provided by the Contractor whether or not it is specifically called for.

The Contractor shall furnish and pay for all labour, supervision, materials, equipment, transportation, construction, equipment and machinery tools, appliances, water, fuel, power, energy, light, heat, utilities, telephone, storage, protections, safety provisions, and all other facilities, services and incidentals of any nature whatsoever necessary for the satisfactory and acceptable execution, testing, initial operation (two months) and completion of the work in accordance with the contract documents, ready for use and operation by the owner. The cost of all these arrangements shall be deemed to be included in the contract offer and no separate payment shall be admissible therefore.

Interpretations

Written clarifications or interpretations necessary for the proper execution or progress of the work, in the form of drawings or otherwise, will be issued with reasonable promptness by the Engineer and in accordance with any schedule agreed upon. Such clarifications or interpretations shall be consistent with or reasonably inferable from the intent of the contract documents and shall become a part thereof. Where, there is a discrepancy between the drawings and the specifications, the Contractor shall obtain the Engineer's interpretation, which shall be binding on the Contractor.

Drawings

The contract drawings provided are for tendering purpose only. This tender document shall be used for reference and guidance only. Figured dimensions on drawings shall only be followed and detailed drawings shall govern over general drawings. The structural drawings for execution will be supplied by the Engineer-in-charge in duplicate progressively. The Contractor shall keep approved set of drawings at site of work and copies of the approved drawings shall be made available to ASCL Engineer or his representative for checking record etc.

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Signed Drawings

Signed drawings alone shall not be deemed to be in order for work unless it is entered in the agreement or schedule of drawings under proper attestation of the Contractor and the Engineer or unless it has been sent to the Contractor by the Engineer with a covering letter confirming that the drawing is an authority for work in the contract.

Technical Words

Work, materials or equipment described in works, which so applied, have a well-known trade or technical meaning shall be deemed to refer to such recognized meanings.

4.3.3. Mistakes in Drawings

The Contractor shall be responsible for any discrepancies, errors or omissions in the drawings and other particulars, supplied by him, whether such drawings and particulars have been approved by the Engineer or not, provided that such discrepancies, errors or omissions be not due to inaccurate information or particulars furnished in writing to the Contractor by the Engineer.

4. LAND, CONDITIONS AND LAYOUT

No land is available with the ASCL to be given to Contractor for his establishment. The Contractor has to make his own arrangements. The Contractor shall obtain consent from Agra Municipal Corporation/ Property owners make all arrangement and pay all costs for the land, areas of access and right of way without any liability to the ASCL.

Sub-Surface Conditions

The Contractor shall promptly notify the owner in writing of any surface or latent physical conditions at the site differing materially from those indicated in the contract documents or of any unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in constructions of the character provided for in the contract documents. The Engineer will investigate those conditions and obtain such additional tests and surveys, as he may deem necessary. If the Engineer finds that the conditions differ significantly from those indicated in the contract documents or from those inherent in the construction, a variation order may be issued to incorporate the necessary revisions unless otherwise provided in the contract documents. Contractor shall satisfy himself about strata conditions before submission of detailed proposal and methodology of construction.

Contractor's Verification

The Contractor will establish at the work site temporary bench marks (TBM) as per requirement & as directed by Engineer-in-charge & connect it to a permanent B.M.



Available in the area with known value. The Contractor will then carry out necessary surveys & leveling, covering his work, in verification of the survey data on the working drawings furnished by the Engineer and he will be responsible for establishing the correct lines and levels and verification of the lines and level furnished on the working drawings. If any error has erupted in the work due to non-observance of this clause, the Contractor will be responsible for the error and bear the cost of corrective work.

Site Office, Laboratory & Facility to Field Staff

The Contractor shall provide a separate & independent main site office of Semi permanent type structure with attached toilet & bathroom arrangement for consultants & ASCL staff, as well as laboratory for material testing, along with furniture & electric fittings as required, during the contract duration at one of the location as directed by Engineer-in-Charge. The space for the same shall be provided by ASCL. Contractor shall maintain the structure during construction period inclusive of payment of electric & telephone (Landline) bills, security & daily upkeep of the premises. The designs and drawings shall be approved by Engineer-in-Charge/Engineer. The area should be minimum 100Sqm for site office of ASCL etc. The list of furniture & gadgets for the main site office is listed below. In addition to the above facility Contractor shall provide equipment as mentioned below for conducting routine Quality Control tests at each ongoing work site. The list of equipment at the main site laboratory is provided below. The Contractor has to provide, maintain the facilities in good condition. **The cost of providing & maintaining these facilities is incidental to work and deemed to have included in the offer given by the Contractor, failing which non-refundable penalty of Rs. 5000/- (Rupees Five Thousand only) per day will be imposed on Contractor.** After completion Contractor should demolish site office and remove furniture, fittings & etc. as per direction of engineer.

FACILITIES TO PROJECT MANAGEMENT CONSULTANTS AT SITE OFFICE

S.No.	(A) Providing & Maintaining Furnishing Items	Unit	Quantity
1	Executive Table	Nos	1
2	Ex. Chair	Nos	5
3	Table-	Nos	2
4	Ordinary chair	Nos	10
5	Steel Almirah	Nos	2
6	Ceiling fans	Nos	1
7	Crockery set for Tea	Set	1
8	Water Purifier - Aqua Guard	Unit	1



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5. SECURITY DEPOSIT AND INDEMNITY BOND:

Security Deposit

The total Security Deposit shall be 5% (five percent) of contract sum i.e. tender amount.

a) 2% Earnest Money Deposit will be converted to Security Deposit.

b) 3% Security Deposit should be credited by contractor in the form of DD / FDR from Nationalized/ Scheduled Bank for ASCL registered contractors and DD/ FDR from Nationalized Bank only for non ASCL registered contractors, in the name of "Agra Smart City Ltd." after issue of letter of acceptance.

Loss or Damage Indemnity Bond

The Contractor shall be responsible during the progress as well as during maintenance period for any liability imposed by law for any damage to the work or any part thereof or to any of the materials or other things used in performing the work or for injury to any person or persons or for any property damaged in or outside the work limit. The Contractor shall indemnify and hold the owner and the Engineer harmless against any and all liability, claims, loss or injury, including costs, expenses, and attorney's fees incurred in the defense of same, arising from any allegation/ litigation, whether groundless or not, of damage or injury to any person or property resulting from the performance of the work or from any material used in the work or from any condition of the work or work site, or from any cause whatsoever during the progress, maintenance of the work & during defect liability period.

6. SUPERVISION AND SUPERINTENDENCE

Contractor's Supervision

The Contractor shall supervise & direct the works efficiently & with his best skill & attention. He shall be solely responsible for means, methods, techniques, procedures & sequences of construction. The Contractor shall co-ordinate all parts of the work and shall be responsible to see that the finished work complies fully with the contract documents, & such instructions & variation orders as the Engineer may issue during the progress of the works.

Project Manager & Resident/ Site Engineer

The Contractor shall keep on the work at all times during its progress a competent Project Manager to the satisfaction of ASCL, who shall not be replaced without ten (10) days written notice to the Engineer except under extra-ordinary circumstances. The Project Manager shall be the Contractor's representative at the site and shall have authority to act on behalf of the Contractor. All communications, instructions and directions given to the agent shall be binding as if given to the Contractor by the Engineer not otherwise required to be in writing will be given or confirmed in writing upon request of the Contractor. Additionally, the Resident or Site Engineer shall be deployed fulltime for this project. The

Resident Engineer shall be experienced and shall have executed similar type of work. Resident Engineer shall be B.E. and have experience of Civil Engineering work for 10 years. **The work shall not be allowed to commence without the deployment of Project Manager and the Site Resident Engineer by Contractor and approval of ASCL.**



7. CARE AND USE OF SITE

The Contractor shall not commence operations on land allotted for work except without prior approval of the Engineer. If these lands are not adequate the Contractor may have to make his own arrangements for additional lands required for his use.

The Contractor shall not demolish, remove or alter any of the structures, trees or other facilities on the site without prior approval of the Engineer. All the area of Contractor's operations shall be cleared before returning the same to the Engineer.

8. MANUFACTURER'S INSTRUCTIONS

The Contractor shall compare the requirements of the various manufacturers' instructions with requirements of the contract documents, shall promptly notify to the Engineer in writing of any difference between such requirements and shall not proceed with any of the works affected by such difference until an interpretation or clarification is issued pursuant to article. The Contractor shall bear all costs for any error in the work resulting from his failure to the various requirements and notify the owner of any such difference.

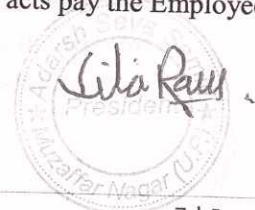
9. PROTECTION

The Contractor shall note that traffic will be playing on adjoining slip roads during construction and special precautions are required to be taken. The Contractor shall take all precautions and furnish and maintain protection to prevent damage, injury or loss to other persons who may be affected thereby, all the works and all materials and equipment to be incorporated therein whether in storage on or off the site, under the care, custody or control of the Contractor or any of his sub-Contractors and other improvements and property at the site or where work is to be performed including building, trees and plants, pole lines, fences, guard rails, guide posts, culvert & project markers, sign structures, conduits, pipelines & improvements within or adjacent to streets, right-of-way, or easements, except those items required to be removed by the Contractor in the contract documents. The Contractors protection shall include all the safety precautions and other necessary forms of protection, and the notification of the owners of utilities and adjacent property.

The Contractor shall protect adjoining site against structural, decorative and other damages that could be caused by the execution of works and make good at his cost any such damages that could be caused by the execution of works and make good at his cost any such damages within reasonable time. Contractor shall take necessary insurance policy to cover the risk of accident and loss to work, or any other persons or properties and indemnify the employer.

10. WORKMEN

The Contractor shall at all times enforce strict discipline and good order among his employees and shall not employ on the works any unfit person or anyone not skilled and experienced in the assigned task. The Contractor shall in respect of labour employed by him comply with or cause to be complied with the provisions of various labour law and rules and regulations as applicable to them in regard to all matters provided therein and shall indemnify the owner in respect of all claims that may be made against the owner for non-compliance thereof by the Contractor. In the event of the Contractor committing a default or breach of any provisions of labour laws and rules and regulations, the Contractor shall without prejudice to any other liability under the acts pay the Employee a sum as decided by the Engineer-in-Charge.



Work during Night or On Sundays and Holidays

Unless otherwise provided, none of the permanent works shall be carried out during night, Sunday or authorized holidays without permission in writing. However, when work is unavoidable or necessary for the safety of life, priority of works, the Contractor shall take necessary permission immediately & advice the Engineer accordingly.

Workmanship

The quality of workmanship produced by skilled, knowledgeable and experienced workmen, machines and artisans shall be excellent. Particular attention shall be given to the strength, appearance and finish of exposed work. All concrete work shall be form finished.

11. LAWS AND REGULATIONS:

a. Governing Law

The contract documents shall be governed by the laws and by-laws of India, the State of Uttar Pradesh and the local bodies in this region.

b. Resolving the disputes:

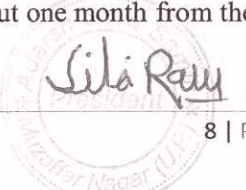
In case of disputes, between a Contractor and the field officers, regarding this tender, decision of the Chief Executive Officer, ASCL, shall be the final and binding.

12. PERMITS, FEES, TAXES & ROYALTIES

Unless otherwise provided in the contract documents, the Contractor shall secure and pay for all permits, Government fees and licenses necessary for the execution and completion of the works. The ASCL authorities will not take any responsibility of refund of such taxes/fees and in case of disputes between taxing authority and the Contractor, the ASCL and its officers shall be indemnified by the Contractor. Any violation, in the legal provisions of taxes, duties, permits and fees, carried out by the Contractor and detected subsequently shall be the sole responsibility of the Contractor and his legal heirs.

13. INSPECTION

- i) The Contractor shall inform the Engineer in writing when any portion of the work is ready for inspection giving him sufficient notice to enable him to inspect the same without affecting the further progress of the work. The work shall not be considered to have been completed in accordance with the terms of the contract until the Engineer-in-charge shall have certified in writing to that effect. No approval of materials or workmanship or approval of part of the work during the progress of execution shall bind the Engineer or in any way affect him even to reject the work which is alleged to be completed and to suspend the issue of his certificate of completion until such alternations and modifications or reconstruction have been affected at the cost of the Contractor as shall enable him to certify that the work has been completed to his satisfaction.
- ii) The Contractor shall provide at his cost necessary ladders and such arrangement as to provide necessary facilities and assistance for proper inspection of all parts of the work at his own cost.
- iii) The Contractor after completion of work shall have to clean the site of all debris and remove all unused materials other than those supplied by the Department and all plant and machinery, equipment, tools etc. belonging to him without one month from the date


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of completion of the work, or otherwise the same shall be removed by the Department at his cost and Contractor shall not be entitled for payment of any compensation for the same.

14. SAFETY PRECAUTIONS AND EMERGENCIES AND PROTECTION OF ENVIRONMENT

Contractor's Responsibility for Safety

The Contractor shall be solely responsible notwithstanding any stipulations by owner or Engineer for initiating, maintaining and supervising all safety precautions and programmes, in connection with the work and shall comply with all laws, ordinance, code rules, regulations and lawful orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damages, injury or loss during the entire contract period including non-working hours.

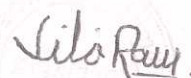
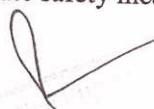
On the occurrence of an accident arising out of the works which result in death or which is so serious as to be likely to result in death, the Contractor shall within one hour of such accident intimate in writing to the Engineer the facts stating clearly and with sufficient details the circumstances of such accidents and subsequent action taken by him. The matter should also to be reported to the local police station immediately. All other accidents on the works involving injuries to the persons or property other than that of the Contractor shall be promptly reported to the Engineer clearly and with sufficient details the facts of such accidents and the action taken by the Contractor.

The Contractor shall submit the following within 15 days of receipt of Work Order and get approved from Engineer – in Charge. Failing to do so, a fine of Rs. 5000/- (Rupees Five Thousand) per day shall be imposed on the Contractor.

- a) Traffic Safety Plan
- b) Labour Safety Plan
- c) Pedestrian Safety Plan.

The Contractor shall, throughout the execution and completion of the works and the remedying of any defects therein:

- a) Have full regard for the safety of all persons entitled to be upon the site and keep the site (so far as the same is under his control) and the works (so far as the same are not completed or occupied by the Employer) in an orderly state appropriate to the avoidance of danger to such persons.
- b) Provide barricading for the work site as per the drawings and specifications provided in Engineer-in-charge. Provide and maintain at this own cost all lights, guards, fencing, warning signs and watching, when and where necessary or required by the Engineer or by any duly constituted authority, for the protection of the works or for the safety and convenience of the public or others, and
- c) Take all reasonable steps to protect the environment on and off the site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods of operation.
- d) If the contractor fails to provide adequate safety arrangement in the form of proper tin sheet barricading, traffic diversion boards, reflectors, blinkers at night etc, then he shall be imposed a fine of Rs. 500 per day increasing to Rs. 1000 per day after 1-week period until he provides adequate safety measure onsite.



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Scope of Cover

The insurance shall be in the joint names of the Contractor and the Employee and shall cover;

- a) The Employer and the Contractor against all loss or damage from whatsoever cause arising, other than as provided in from the start of work at the Site until the date of issue of the relevant Taking-Over Certificate in respect of the Works or any Section or part thereof as the case may be, and
- b) The Contractor for his liability During the Defects Liability Period for loss or damage arising from a cause occurring prior to the commencement of the Defects Liability Period, and
For loss or damage occasioned by the Contractor in the course of any operations carried out by him for the purpose of complying with his obligations under this agreement and during defect liability period.
- c) Responsibility for amount not recovered
- d) Any amounts not insured or not recovered from the insurers shall be borne by the Contractor in accordance with their responsibilities

Exclusions

There shall be no obligation for the insurance in to include loss or damage cause by (accepted risk) War, hostilities (whether was be declared or not), invasion, act of foreign enemies, Rebellion, revolution, insurrection, or military or usurped power, or civil war, Ionizing radiations, or contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof, or Pressure waves cause by aircraft or other aerial devices traveling at sonic or supersonic speeds. Damage to persons and properties

The Contractor shall, indemnify the Employer against all losses and claims in respect of:

- a) Death or injury to any person, or
- b) Loss or damage any property (other than the works).

Which may arise out of or in consequence of the execution and completion of the works & the remedying of nay defects therein & against shall claims, proceedings, damages, costs, charges & expenses whatsoever in respect thereof or in relation thereto, subject to the exceptions.

Third party insurance including employer's property

The Contractor shall, without limiting his or the Employer's obligations and responsibility insure, in the joint names of the Contactor and the Employer, against liabilities for death of or injury to any person (other than the works) arising out of the performance of the Contract.

Cross liability

The insurance policy shall include a cross liability clause such that the insurance shall apply to the Contractor and to the Employer &ASCL as separately insured.



Accident or injury to workman

The employer shall not be liable for or in respect of any damages or compensation payable to any workman or other person in the employment of the Contractor or any Sub-Contractor, other than death or injury resulting from any act or default of the Employer, his agents or servants. The Contractor shall indemnify and keep indemnified the Employer against all such damages and compensation, other than those for which the Employer is liable as aforesaid, and against all claims, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

Insurance against accident to workman

The Contractor shall insure against such liabilities and shall continue such insurance during the whole of the time that any persons are employed by him on the works, provided that in respect of any persons employed by any Sub-Contractor, the Contractor's obligations to insure as aforesaid under this sub-clause shall be satisfied if the Sub-Contractor shall have insured against the liability in respect of such persons in such manner that the Employer & ASCL are indemnified under the policy, but the Contractor shall require such Sub-Contractor to produce to the Employer, when required, such policy of insurance and the receipt for the payment of the current premium.

Evidence and Terms of Insurance

The Contractor shall provide evidence to the Employer prior to the start of work at the Site that the insurances required under the Contract have been effected and shall, within 84 days of the Commencement Date, provide the insurance policies to the Employer; the Contractor shall notify the Engineer of so doing. Such insurance policies shall be consistent with the general terms agreed prior to the issue of the Letter of Acceptance. The Contractor shall effect all insurances for which he is responsible with insurers and in terms approved by the Employer.

Adequacy of Insurance


The Contractor shall notify the insurers of charges in the nature, extent or programme for the execution of the works and ensure the adequacy of the insurances at all times in accordance with the terms of the Contract and shall, when required, produce to the Employer the insurance policies in force and the receipts for payment of the current premiums.

Remedy on Contractor's failure to insurance

If the Contractor fails to effect and keep in force any of the insurance required under the Contract, or fails to provide the policies to the Employer within the period required then and in any such case the Employer may effect and keep in force any such insurances and pay any premium as may be necessary for that purpose due or to become due to the Contractor, or recover the same as a debt due from the Contractor.

Compliance with policy conditions

In the event that the Contractor fails to comply with conditions imposed by the insurance policies affected pursuant to the Contract shall indemnify the employer & ASCL all losses and claims arising from such failure.



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15. **WARNINGS AND BARRICADES**

The Contractor shall provide and maintain **G.I. sheet, barricades**, headlights and danger signals illuminated from sunset to sunrise and all other necessary appliances to protect the work, life, property, the public, excavations, equipment and materials. Barricades shall be substantial construction and shall be painted in Golden Yellow paint such as to increase their visibility at night. For any accident arising out of the neglect of above instructions, the Contractor shall be bound to bear the expenses of defense of every suit, action or other legal proceedings, at law, that may be brought by any person for injury sustained owing to neglect of the above precautions & to pay all damages and costs which may be awarded in any such suit, action or proceedings to any such person or which may with the consent of the Contractor be paid in compromising any claim by any such person.

16. **ENGINEER'S STATUS DURING CONSTRUCTION AND AUTHORITY OF THE ENGINEER:**

The Engineer shall have the authority to enforce compliance with the contract documents. On all questions relating to quantities, the acceptability of materials, equipment, or works, the adequacy of the performance of the work and the interpretation of the drawings and specifications, the decision of the Engineer shall be final and binding and shall be precedent to any condition under the contract agreement unless otherwise provided in the contract documents. The Engineer shall have the authority to stop/suspend the work or any part thereof as may be necessary to ensure the proper execution of the work, disapprove or reject the works which is defective, to require the uncovering and inspection or testing of the works to require re-examination of the works, to issue interpretations and clarifications, to order changes or alterations in the works, and other authority as provided elsewhere in the contract documents.

The Engineer shall not be liable for the results of any ruling, interpretation or decision rendered, or request, demand, instruction, or order issued by him in good faith. The Contractor shall promptly comply with requests, demands, instructions and order from the Engineer. The whole of the works shall be under the directions of the Engineer, whose decision shall be final, conclusive & binding on all parties to the contract, on all questions relating to the construction & meaning of plans, working drawings, sections & specifications connected with the work. The Engineer shall have the power & authority from time to time & at all times make and issue such further instructions and directions as may appear to him necessary or proper for the guidance of the Contractor and the good and sufficient execution of the works according to the terms of specifications and the Contractor shall receive, execute, obey and be bound by the same according to the true intent and meaning thereof; fully and effectually. Engineer may order any of the works contemplated thereby to be omitted, with or without the substitution of any other works in lieu thereof, or may order any works or any portion of works executed or partially executed, to be removed, changed or altered and if needful, may order that other works shall be substituted instead thereof and the difference of expenses occasioned by any such diminution or alteration so ordered and directed shall be deducted from or added to the amount of this contract.



In case the progress of the Contractor is found to be less than the programme given by him at any point of time and if the Engineer is convinced that the balance work cannot be executed within the balance period of time by the Contractor, a notice of 30 days will be issued to improve the progress. In case there is no improvement a further notice of seven days will be given and thereafter a part or whole of the work will be withdrawn from the Contractor and will be got done at the risk and cost of the Contractor. The right of Engineer in this respect shall be unquestionable. On expiry of the seven days' notice, as above, the Contractor shall remove his materials, men, equipment's, plant and management from the site, within seven days so that the new agency can take over immediately. Failing to this, the Corporation will remove the aforesaid things at the risk and cost of the Contractor.

17. DUTIES OF ENGINEER'S REPRESENTATIVE

The duties of the representative of the Engineer are to check, inspect and supervise the work and to get testing of any materials to be used or workmanship employed in connection with the works. He shall furnish the drawings and information to the Contractor, approve the Contractor's drawings recommend and approve the certificates and taking over certificates after thorough checking and inspection and recommend extra work required and extension of time.

Approval for or acceptance of any work or material or failure to disapprove any work or material by the representative of the Engineer shall not prejudice the power of the Engineer thereafter to disapprove such work or material and to order removal or modification thereof. If the Contractor shall be dissatisfied with any decision of the representative of the Engineer, he shall be entitled to refer the matter to the Engineer, who shall thereupon confirm, reverse or vary such decision.

**18. DEFECTS AND RECTIFICATION & MAINTENANCE
DEFECTS AND RECTIFICATION**

For period specified as the "Defect Liability Period" for the work from the date of issuance of the completion certificate in accordance with para "Final Inspection and Acceptance" Contractor shall remain liable for any of the works or parts thereof or equipment and fittings supplied which in the opinion of the Engineer fail to comply with the requirements of the contract or are in any way unsatisfactory or defective.

To the extent that the works and each part thereof shall at or as soon as practicable after the expiry of the above period be taken over by the Engineer in the condition required by the contract to the satisfaction of the Engineer. The Contractor shall finish the work (if any) outstanding at the date of completion as soon as may be practicable after such date and shall execute all such work of repair, amendment, reconstruction, rectification and making good of defects imperfections, shrinkages or other faults as may during the period of maintenance or after its expiry be required of the Contractor in writing by the Engineer as a result of an inspection made by or on behalf of the Engineer prior to the expiry of the period. All such work shall be carried out by the Contractor at his own expenses if the necessity thereof shall in the opinion of the Engineer be due to the use of materials or to the neglect or failure on the part of the Contractor to comply with any obligation expressed or implied on the Contractor's part under the contract. If the Contractor fails to do any such work as entitled to carry out such work in which the Contractor should have carried out at the Contractor's own cost, the Engineer shall be entitled to recover from the Contractor the cost thereof or may deduct the same from the moneys that become due to

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the Contractor. Notwithstanding the aforesaid, if the Contractor remains in default, one calendar month after the Engineer has given written instructions in writing, the Security Deposit shall become payable to the ASCL who will deduct the cost plus overhead expenses of such works as have been necessary to rectify the Contractor's default and the balance, if any, shall be disbursed. The Contractor shall submit the operation and maintenance manual for the fruitful operation of the works. The Contractor will have a liberty to visit the operating works during the defect liability period and satisfy himself about the on-going operations in case he do not visit & a defect is observed then the Engineer's opinion shall be final & binding as to the application of defect liability.

During the operation and maintenance period 60 months contractor shall provide a supervisor level staff for attending to all the O&M activities during the O&M Period. The monthly report on the Operation and Maintenance shall be submitted to the Engineer and Security deposit (Bank Guarantee) for O&M as per the BOQ shall be released to the contractor based on the work carried out by him and assessment by the Engineer in charge.

Scope of Work in Operation and Maintenance Period

For R O Plant:

The AMC is for preventive as well as for break down maintenance and includes repair and replacement of the following parts free of charge during the AMC Period:-

Sr. No	Particulars	Replacement schedule
i.	All kinds of Filters	Once in year
ii.	Pre-filter candle	Once in year
iii.	Compressor	Once in 02 year
iv.	Thermostat	Once in 02 year
v.	Transformer	Replaced whenever required.
vi.	Relay	Replaced whenever required.
vii.	Carbon	Replaced whenever required.
viii.	Worn out parts	Replaced whenever required.
ix.	All kind of pump	Once in 02 year
x.	All kind of plumbing items.	Once in 05 year
xi.	All kind of tanks	Once in 05 year
xii.	U.V.System	Once in 03 year

At least one replacement in a year for all Filters should be necessary.

f) It may be ensured that rates for parts of authorized brand only should be quoted and supplied for repair and AMC accordingly. In case if it is found at a later stage that sub- standard /inferior quality items supplied, necessary action will be taken against such supplier, including forfeiture of their Performance Security and debarring them for quoting future tenders.

g) If the renderer fails to undertake the job satisfactorily at any period of time or withdraws his services permanently for more than three consecutive weeks.



- The complaint is to be attended within 72 hrs, failing which following penalty shall be levied:
- Attending to complaint between 72 hours-96 hours of intimation- Rs. 500/-
 - Attending to complaint between 4 days to 7 days of intimation- Rs. 1000/-
 - Attending to complaint beyond 7 days - Rs. 2000/-

For 6 Mtr Street Pole with light LED: LED Diodes, Drivers, Dia-cast Aluminum Housing has to be replaced if is not working. Routine Maintenance means cleaning as per serviceability level. The life of street light is 10 years.

Contractor shall rectify the faults within the time period specified below:

Description of fault	Time period for rectification of fault	Recovery per hour of default exceeding prescribed time period
Any kind of Electrical fittings etc.defective	Within 4 hours	@100/-per hour per fitting
Wiring defective /cable fault	Within 4 hours	@100/-per hour per circuit
Entire system defective /down	Within 4 hours	@500/-per day

Pota Cabin: Cleaning of poly carbonate sheets and pre-coated Galvalum sheet Roofing, 12 mm thick Walls cladding using Exterior grade solid acrylic surface. If the Shed and colour to be fade contractor has to replace at his own cost. The life of pota cabin is 10 years.

19. RIGHT TO WITH HOLD

The Engineer may refuse to approve any payment, or because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously approved and paid to such extent as may be necessary in the opinion of the Engineer to protect him from loss because (a). The work is defective, (b) Third party claims have been filed or there is reasonable evidence indicating probable filing of such claims, (c) of the Contractor's failure to make payment properly to sub-Contractors or for labor, materials or equipment, (d) of damage to another Contractor, or to the property of other caused by the Contractor, (e) of reasonable doubt that the work cannot be completed for the unpaid balance of the contract price, (f) of reasonable indication that the work will not be completed within the contract time, (g) of the Contractor's neglect or unsatisfactory prosecution of the work including failure to clean up. Once the reasons that enable or require the Engineer to withhold such payments are removed, payment will be made for amounts withheld because of them to the extent the Contractor is entitled to.

20. FINAL INSPECTION AND ACCEPTANCE

Upon written notice from the Contractor, that the entire work required by the contract documents is complete and that all submittals required by him are made, and after the Contractor has delivered the bonds, certificates of inspection, guarantees, warranties, releases and other documents, as required by the contract documents or by law, the Engineer will make a final inspection, and he will notify the Contractor in writing of any particulars in which this inspection reveals that the work is defective, and will also notify the Contractor in writing of any deficiencies in the submittals and the document required from him.

The Contractor shall promptly make such corrections as are necessary to remedy all defects or deficiencies. After the Contractor has completed any such corrections to the

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satisfaction of the owner, the Engineer will issue a written completion certificate of the work and file any notice and completion required by law or otherwise.

21. CONTINUING OBLIGATION OF THE CONTRACTOR

The Contractor's obligation to perform and complete the work in accordance with the contract documents is and shall be absolute. Neither the observation during construction and final inspection of the work by the Engineer, nor any payment to the Contractor under the Contract documents, nor any use or occupancy of the work or any part thereof by the Engineer, nor any act of acceptance of the defective work by the Engineer shall constitute acceptance of work not in accordance with the contract documents.

22. INCOME TAX AND WORK CONTRACT TAX

Income Tax and Work Contract Tax as applicable on gross value of each running account bill shall be deducted towards income tax and Work Contract Tax and a certificate to that extent shall be issued by ASCL.

23. FORCE MAJEURE

Neither party shall be liable to the other for any loss or damage occasioned by or arising out of the acts of God and in particular unprecedented floods, volcanic eruptions, earthquake or other conclusion of nature and other acts such as, but not restricted to, invasion, act of foreign countries, hostilities or warlike operations before or after declaration of war, rebellion, military or unsurpassed power which prevent performance of the contract and which could not have been foreseen or avoided by a prudent person, such as Earthquake of magnitude more than for which the structures are designed.

24. WRITTEN NOTICE

Written notice shall be deemed to have been duly served or delivered in person to the individual or member of the firm or to an officer of the corporation for whom it was intended, or if delivered at or sent by registered or certified mail to the last business address known to him who gives the notice. The notice on the Fax Message/E-Mail shall be deemed to have been duly served. The address given in the Contractor's tender on which all notices, letters & other communications to the Contractor shall be mailed or delivered, except that said address may be changed by the Contractor by notifying the owner in writing. This shall not preclude the service of any notice, letter or other communication upon the Contractor personally.

25. USE OF COMPLETED PORTIONS

The owner shall have the right, upon written notice to the Contractor, to take possession or occupancy of, & use any completed or partially completed portions of the work, notwithstanding that the time for completing the entire work or such portions may not have expired but such taking possession or occupancy and use shall not be deemed to waive of any requirement of the contract documents or a waiver or acceptance of any work not completed in accordance with the contract documents.







26. CLEANING UP

The Contractor shall at all times during the work keep the site and premises, adjoining property and public property free from accumulations of waste materials, rubbish, and other debris resulting from the works, and at the completion of the work shall remove all waste materials, rubbish and debris from and about the site and premises as well as all tools, construction equipment and machinery and surplus materials, and shall leave the site and premises, clean, tidy and ready for occupancy by the owner. No waste material shall be buried or disposed of on the owner's property unless so approved in writing by the Engineer-in-Charge. Before the Contractor applies for final inspection and acceptance of the work, all items of work shall be complete, ready to operate, and in a clean condition as determined by the Engineer.

27. OWNER'S RIGHT TO CLEANUP

If the Contractor fails to satisfactorily clean up or if a dispute arises between the Contractors or in several Contractors as to their responsibility for cleaning up, the Engineer may get the same cleaned up and charge the cost thereof to the Contractor for his failure, as the Engineer shall determine to be just.

28. LABOUR RULES

The Contractor will have to produce to the satisfaction of the accepting authority a valid and current license issued in his favor under the provision of Contract Labor (Regulation and Abolition) Act 1970, before starting the work, otherwise the Contractor shall have to face the further consequences.

The Contractor shall have to comply with 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 breach of contract and the Chief Executive Officer, ASCL may in his discretion, cancel the contract, the Contractor shall also be liable, for any pecuniary liability arising on account of any violation of the provisions of this act, by him.

29. STATUTORY INCREASE IN DUTIES, TAXES ETC

All the taxes and duties levied by the State and Central Govt. and by Local Bodies at the prevailing rates applicable on the date of receipt of tender shall be fully borne by the Contractor and shall not be reimbursed to him on any account.

Further ASCL shall not honor any claim arising out of any increase in any of the prevailing statutory duties, taxes, levies, etc. as the same are inter-alia covered under the Price Variation Clause. At the time of quoting/bidding Contractor should bear the above fact in mind.

30. IMPORT LICENSE AND PROCUREMENT OF IMPORTED MATERIALS

The Contractor shall quote for the indigenous equipment only, as far as possible for the work contracted. Foreign exchanges and import licenses, if any, required shall have to be arranged by the Contractor himself, independently. Delay in getting any material, will not be entertained for extension of time limit or the risk of foreign exchange variation will be covered by the Corporation.



31. **MACHINERY REQUIRED**

All machinery required for erection / execution purposes shall be arranged by the Contractor. Employer/PMC will not take any responsibility for providing such machinery even on rental basis. Execution of any item will be allowed only after the required machinery as directed by the Engineer-in-charge is made available in working condition.

32. **DISCREPANCIES AND OMISSIONS**

The tender drawings and specifications shall be considered as complimentary and explanatory, of each other and together shall form the technical requirements and stipulations of tender documents. Detailed drawings shall have preference over small-scale drawings. Similarly, detailed specifications shall have preference over general Specifications. Should any discrepancy arise as to the meaning, intent or interpretation of any specification or drawing the decision of the Engineer- in-charge shall be final and binding on the Contractor.

33. **PRICE VARIATION**

Price variation is payable /recoverable as per terms and conditions of the price variation.

34. **NO INTEREST ON DUES**

No interest shall be payable by the Corporation on amounts, due to contractors pending final settlement of claim. Further, no interest shall be payable by ASCL on any delayed amount / payment. No interest shall be payable on security deposit or withheld amount.

35. **EXTRA ITEMS OF WORK THAT MAY CROP-UP DURING EXECUTION OF WORK**

- (i) For any work other than given which is found necessary to be executed in the course of work, such items shall be executed by the contractor as per the following:
 - a) If tender rate is above, rate will be at par as per Current DSR of and PWD SOR
 - b) If tender rate is below, rate will be as per tender quoted rate on Current DSR and PWD SOR
 - c) In case the rate for item is not available in the PMC or PWD SOR then the rate analysis shall be done and got approved from appropriate authority of ASCL.
- (ii) Escalation on extra item of work is not payable.

36. **ARBITRATION**

There is no provision for arbitration. The disputes between Contractor and ASCL will be dealt with as per provisions of contract. In case of dispute the decision given by the Chief Executive Officer, ASCL will be final and binding on the Contractor. However, if the Contractor lodges the case in court of law, the ASCL has full power to withdraw the work and allot the same to other agency at the risk and cost of the Contractor. In this case no claim will be entertained. . **"The place of arbitration will be Agra, Uttar Pradesh."**

There may be hindrances in execution of construction work in few stretches related to the land acquisition, utilities relocation etc. The Contractor has to consider hindrance prone stretches as a last priority in his working construction programme and accordingly plan the completion of work.



CONDITIONS OF CONTRACT

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 for delay

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 $\frac{1}{2}$ of the time

$\frac{1}{4}$ $\frac{3}{4}$ of the working

$\frac{1}{4}$ $\frac{3}{4}$ of the time

and full work should be completed in 1Year (Implementation Phase) + 4 Year (Sustainable Phase)



	<p>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.</p>
	<p>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.</p>
<p>Action when whole of security Deposit is forfeited</p>	<p>(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.</p> <p>(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.</p> <p>(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.</p> <p>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</p>

	<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>
Action when the progress of any particular portion of the work is unsatisfactory	<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>
Contractor remains liable to pay compensation if action not taken under clause 3 and 4	<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>
Extension of time limit	<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>
Final Certificate	<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>

	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
Payment on intermediate certificate to be regarded as advances	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
Payment on reduced rates on account of items of work not accepted as completion discretion of Engineer-in-Charge	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.
Bill to be submitted	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
Bill to be on printed forms	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
Stores supplied by ASCL	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 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>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</p> <p>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</p>
Work to be executed in accordance to specifications, drawings, orders etc.	<p>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</p>
<p>Alterations in specifications and designs not invalidate</p> <p>Rates for works not entered in estimate or schedule of rate of the PWD</p>	<p>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.</p> <p>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.</p>


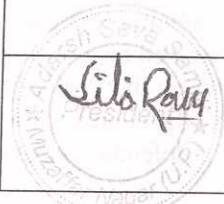


	The time limit for the completion of the work shall be extended in the proportion that the increase in its cost occasioned by alterations, or additions bears to the cost of the original contract work, and the certificate of the Project Engineer as to such proportion shall be conclusive
Extension of time in consequence of additions or alterations	<p>Clause 15:-</p> <p>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.</p>
No claim to any payment or compensation for alteration in or restriction of work	<p>2) Where the total suspension of work ordered as aforesaid continued for 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</p>
No claim to compensation on account of loss due to delay in supply of material by Corporation	<p>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.</p>
No claim to compensation on account of loss due to delay in supply of material by Corporation	<p>(4) In the event of-</p> <p>(i) Any total stoppage of work on notice from the Engineer under Sub clause (1) in that behalf.</p> <p>(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</p> <p>(iii) Curtailment in the quantity of item or items originally tendered on account of any alteration, omission or 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</p>

	<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> <ul style="list-style-type: none"> (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>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>

	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
	<p>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</p> <ol style="list-style-type: none"> Suitable scaffolds shall be provided for workmen for all works that cannot be safely done from a ladder or by other means A scaffold shall not be constructed, taken down or substantially altered except- <ol style="list-style-type: none"> Under the supervision of a competent and responsible person: and As far as possible by competent workers possessing adequate experience in this kind of work All scaffolds and appliances connected therewith and ladders shall- <ol style="list-style-type: none"> Be sound of material, Be of adequate strength having regards to the loads and strains to which they will be subjects, and Be maintained in proper condition Scaffolds shall be so constructed that no part thereof can be displaced in consequence of normal use Scaffolds shall not be overloaded and so far as practicable the load shall be evenly distributed Before installing lifting gear on scaffolds special precautions shall be taken to ensure the strength and stability of the Scaffolds Scaffolds shall be periodically inspected by a competent person 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. <ol style="list-style-type: none"> Working platform, gangways, stairways shall Be so constructed that no part of thereof can sag unduly or unequally. 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 Be kept free from any unnecessary obstruction 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. <ol style="list-style-type: none"> Every working platform and gangway shall have adequate width and Every working platform, gangway, working place and stairway shall be suitable fenced. 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 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 Suitable precautions shall be taken to prevent persons being struck by articles, which might fall from scaffolds or other working places Safe means of access shall be provided to all working platforms and other working places The contractor(s) will have to make payments to the laborers as per minimum wages Act
 	<p>Clause-21 (B): The contractor shall comply with the following regulations as regards the hoisting appliances to be used by him.</p> <ol style="list-style-type: none"> Hoisting machine and tackle, including the attachments anchorages and supports shall,

	<p>(i) Be of good mechanical construction, sound material and adequate strength and free from patent defect and</p> <p>(ii) Be kept in good repair and in working order.</p> <p>(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.</p> <p>(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.</p> <p>(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.</p> <p>(e) Every crane driver or hoisting appliance operator shall be properly qualified.</p> <p>(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.</p>
	<p>(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.</p> <p>(h) Every hoisting machine and all gear referred to in preceding regulation shall be plainly marked with the safe working load.</p> <p>(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.</p> <p>(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.</p> <p>(k) Motors, gearing transmissions, electric wiring and other dangerous part of hoisting appliances shall be provided with efficient safeguards.</p> <p>(l) Hoisting appliances shall be provided with such means as will reduce to minimum, and the risk of the accidental descent of a load</p> <p>(m) Adequate precautions shall be taken to reduce to a minimum the risk of any part of a suspended load becoming accidentally displaced</p>
Measure prevention of fire for	<p>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.</p> <p>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.</p> <p>The contractor shall make his own arrangements for drinking water for the labors employed by him</p>
Liability of contractor for any damage done in or outside work	<p>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 Clause 22 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</p>

	other legal proceedings that may be brought by any persons for injury sustained by him owing to neglect of precautions to prevent the spread of fire and he shall pay 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
	Clause-30: <ol style="list-style-type: none"> (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. (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) (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.

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Lump sums in estimates	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
Actions where no specifications	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
Definition of work	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
	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
	Clause-35: All quarry fees, royalties and ground rent for stacking materials if any should be paid by the contractor
	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
	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
	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. <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.
	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
Claim for quantities entered in the tender	Clause-37: <ol style="list-style-type: none"> 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). (2) The contractor shall if ordered in writing by the Engineer to do so, also carry out

	<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 exit 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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	<p>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</p>
	<p>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.</p>
	<p>Clause No-53: The tendered rates shall be exclusive of Applicable GST taxes, in respect of work contract.</p>
	<p>Clause No-54: If the project is shelved by the ASCL before commencement, the contractor will have no right to claim any losses or compensation due to the same and for whatsoever reasons</p>
	<p>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 be 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</p>
	<p>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</p>



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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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Chief Executive Officer
Agra Smart City Limited
Vijay Kumar
CEO
Agra Smart City Limited



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A work order book shall be maintained on site and it shall be the property of corporation and the Contractor shall promptly sign orders given therein by Project Engineer or his representative and his superior offices, and comply with them. The compliance shall be reported by the contractor to the Engineer in good time so that it can be checked. The blank work order book with machine numbered pages will be provided by the corporation free of charge for this purpose. The contractor will be allowed to copy out instructions therein from time to time.

INITIAL MEASUREMENTS FOR RECORD:

Where, for proper measurement of the work, it is necessary to have an initial set of levels or other measurement taken, the same as recorded in the authorized field book or measurement book of corporation by the Engineer or his authorized representative will be signed by the contractor who will be entitled to have a true copy of the same made at his cost. Any failure on the part of the contractor to get such levels etc. recorded before starting the work will render him liable to accept the decision of the Engineer as to the basis of taking measurement. Likewise the contractor will not cover any work which will render its subsequent measurements difficult or impossible without first getting the same jointly measured by himself and the authorized representative of the Project Engineer. The record of such measurements on the corporation side will be signed by the contractor and he will be entitled to have a true copy of the same made at his cost.

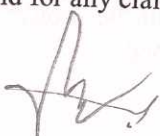


HANDLING OVER THE WORK

All the work and materials before finally taken over by Corporation will be entire liability of the Contractor for guarding, maintaining and making good any damages of any magnitude. Interim payments made for such work will not alter this position. The handling over by the contractor and taking over by the Project Engineer or his authorized representative will be always in writing, copies of which will go to the Project Engineer or his authorized representative and the contractor. It is, however understood that before taking over such work, Corporation will not put it into regular use as distinct from causal or incidental one, except as specifically mentioned elsewhere in this contract, or as mutually agreed to.

ASSISTANCE IN PROCURING PRIORITIES, PERMITSETC

The Engineer, on a written request by the contractor, will if in his opinion, the request is reasonable and in the interest of work and its progress, assist the contractor in securing, the priorities for deliveries, transport permits for controlled materials etc. where such are needed. The Corporation, will not, however be responsible for the non-availability of such facilities or delay in this behalf and no claims on account of such failures or delays shall be allowed by the Corporation.

The Contractor shall have to make his own arrangement for machinery required for the work. However, such machinery conveniently available with the Corporation may be spared as the ruled in force on recovery of necessary Security Deposit and rent agreement in the prescribed form. Such an agreement shall be independent of this contract and the supply of machinery shall not form a ground for any claim or extension of time limit for this work.



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SAMPLES AND TESTING OF MATERIALS

- (i) All materials to be used on work shall be got approved in advance from the Engineer-in-charge and shall pass the test and or analysis required by him, which will be (a) as specified in the specification for the item concerned and or as specified by the Indian Road Congress Standard Specification (b) Code of Practice for Road and Bridges or (c) I.S.I. Specifications (Whichever and wherever applicable) or (d) such recognized Specifications accepted to Engineer-in-Charge as equivalent thereto or in absence of such recognized Specifications (e) such requirement test and or analysis as may be specified by the Engineer-in-Charge in order of precedence given above.
- (ii) The contractor shall at his risk and cost make all arrangements and /or shall provide for all such facilities as the Engineer-in-charge may require for collecting preparing required number of samples for tests or for analysis at such item and to such places may be directed by the Engineer and bear all charges and cost of testing. Such samples shall also be deposited with the Engineer-in-Charge.
- (iii) The contractor shall if and when required submit at his cost the samples of materials to be tested or analysis and if, so directed, shall not make use of or incorporate in the work any materials represented by the samples until the required tests or analysis have been made and the materials, finally accepted by the Engineer-in-charge.
- (iv) The contractor shall not be eligible for any claim or compensation either arising out of any delay in the work or due to any corrective measures required to be taken on account of and as a result of testing of the materials.
- (v) The contractor or his authorized representative will be allowed to remain present in the departmental laboratory while testing samples furnished by him. However, the results of all tests carried out in the departmental laboratory in the presence or absence of the contractor or his authorized representative will be binding on the contractor.
- (vi) Cost of routine day to day quality control testing charges for tests required as per specifications will be borne by contractor by sending the same to the concerned laboratories or by establishing laboratory at site.

CO-ORDINATION:

When several agencies for different sub work of the Project are to work simultaneously on the timely completion of the whole Project smoothly, the scheduled dated for completion specified in each contract shall therefore be strictly adhered to. Each contractor may make his independent arrangement for water, power, housing etc. if they so desired. On the other hand, the contractor is at liberty to mutual agreement in this behalf and makes joint arrangements with the approval of the Engineer. No single contractor shall take or cause to be taken any steps or action that may cause disruption discontent, or disturbance of work labor or arrangement etc. of other contractor in the Project localities. Any action by any contractor which the Engineer in his unquestioned

ADDITIONAL GENERAL CONDITIONS AND SPECIFICATIONS

NOTE: These are to apply as additional specifications and conditions, unless otherwise already provided for contradictorily else-where in this contract.

CONTRACTOR TO INFORM HIM SELFFULLY:

The Contractor shall be deemed to have carefully examined the work and site conditions including labor, the general and the special conditions, specifications, schedules and drawings and shall be deemed to have visited the site of the work and to have fully informed himself regarding the local conditions and carried out his own investigations to arrive at rates quoted in the tender. In this regard, he will be given necessary information to the best of knowledge of Department but without any guarantee about it.

ERRORS, OMISSION AND DISCREPANCIES:

a) In case of errors, omissions and /or disagreements between written and scaled dimensions on the drawing or between drawing and specifications etc. the following order of preference shall apply.

- (i) Between actual scaled and written dimensions or descriptions on a drawing the latter shall be adopted.
- (ii) Between the written or shown description of dimensions in the drawing and corresponding one in the specifications, the latter shall apply.
- (iii) Between the quantities shown in schedule of quantities and those arrived at from the drawings, the latter shall apply.
- (iv) Between the written description of the item in the schedule of quantities and the detailed description in the specifications of the same items, the latter shall apply.

b) In case of difference between the rates written in figures and words, the rate adopted by the contractor for working out the total amount of the item will be taken as correct. In order cases correct rates would be that, which is lower.

In all cases of omissions and / or doubts or discrepancies in the dimensions or descriptions of any item or specifications, a reference shall be made to the Project Engineer, ASCL whose elucidation, elaboration or decision shall be considered as authentic. The contractor shall be held responsible for any errors that may occur in the work through lack of such reference and precaution.

WORKING METHODS AND PROGRESS SCHEDULES:

(a) Contractor shall submit within times stipulated by the Engineer, in writing the details of actual methods that would be adopted by the contractor for the execution of any items as required by Engineer , at each of the location, supported by necessary detailed drawings and sketches including those of the Plant and Machinery that would be used ,their locations, arrangement for conveying and handling materials etc. and obtain prior approval of the Engineer-in-charge well in advance of starting of such item of work. The Engineer-in-charge reserves the right to suggest modifications or make complete changes in the method proposed

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by the contractor, whether accepted previously or not, at any stage of work, to obtain the desired accuracy, quantity and progress of the work which shall be binding on the contractor, and no claim on account of such change in method of execution will be entertained by corporation so long as specifications of the item remain unaltered.

PROGRESS SCHEDULE

(b) The Contractor shall furnish within the period stipulated in writing by the Engineer-in-charge, of the order to start the work, a progress schedule in quadruplicate indicating the date of actual start, the monthly progress expected to be achieved and the anticipated completion date of each major item of work to be done by him, also indicating dates of procurement and setting up the materials, plant and machinery. The Schedule is to be such as is practicable of achievement towards the completion of the whole work in the time limit, the particular items, if any on the due dates specified in the contract and shall have the approval of the Engineer-in-Charge. No revised schedule shall be operative without such acceptance in writing. The Engineer is further empowered to ask for more detailed schedule or schedules say; week by week for any item or items, in case of urgency of work as will be directed by him and the contractor shall supply the same as and when asked for.

(c) The contractor shall furnish sufficient plant, equipment and labor as may be necessary to maintain the progress of schedule. The working and shift hours restricted to one shift a day for operations to be done under the corporation supervision shall be such as may be approved by the Engineer-in-charge. They shall not be varied without the prior approval of the Engineer. Night work which requires supervision shall not be permitted except when specifically allowed by Engineer each time, if requested by the contractor. The contractor shall provide necessary lighting arrangements etc. for night work as directed by Engineers without extra cost.

(d) Further, the contractor shall submit the progress report of work in prescribed forms charts etc. at periodical intervals, as may be specified by the Engineer-in-charge. Schedule shall be in forms of progress charts, forms, progress statement and /or reports as may be approved by the Engineer.

(e) The contractor shall maintain Performa, charts, details regarding machinery equipment, labor, materials, personnel etc. as may be specified by the Engineer and submit periodical returns thereof as may be specified by the Engineer-in-charge.

AGENT AND WORK ORDER BOOK

The Contractor shall himself manage the work or engage an authorized all-time agent on the work capable of managing and guiding the work and understanding the specifications and contract condition. A qualified and experienced, Engineer shall be provided by the contractor as his agent for technical matters in case the Engineer-in-charge considers this as essential for the work and so directs contracts. He will take orders as will be given by the Project Engineer or his representatives and shall be responsible for carrying them out. This agent shall not be changed without prior intimation to the Project Engineer and his representatives on the work site. The contractor shall supply to the Engineer the details of all supervisory and other staff employed by the contractor and notify changes when made, and satisfy the unquestionable right to ask for change in the quality and numbers of contractor's supervisory staff and to order removal from work of any of such staff. The contractor shall comply with such orders and effect replacements to the satisfaction of the Engineer.

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[Circular stamp: Sita Ram, Assistant Engineer, Nagar (U.P.)]

discretion may consider as infringement of the above code would be considered as a breach of the contract conditions and shall be dealt with as such.

In case of any dispute, disagreement between the contractor, the Engineer's decision regarding the co-ordination, co-operation and facilities to be provided by any of the contractors shall be final and binding on the contractors concerned and such a decision or decisions shall not vitiate any contract nor absolve the contractor(s) of his/their obligations under the contract nor consider for the grant for any claim or compensation.

PAYMENT:

The Contractor must understand that the rates quoted are for completed work and include all costs due to labor, scaffolding, machinery, power, royalties, taxes etc. and should also include all expenses to cover the of night work if and when required and no claim for additional payment beyond the prices or rates quoted will be entertained. The mode of measurements has been indicated in the specifications, if there is any ambiguity or doubt in this respect the decision of Project Engineer will be final.

PATENTED DEVICE

Whenever the contractor desires to use any designed devices, materials or process covered by the letter of patent or copy right, the right for such use shall be secured by suitable legal arrangement and agreement with patent owner and the copy of their agreement shall be filled with the Engineer-in-charge if so desired by the letter.

TEMPORARY QUARTERS:

(i) The contractor shall at his own expense maintain sufficient experienced supervisory staff etc. required for the work and shall make his own arrangement, provide housing for them with all necessary arrangements, including fire preventive measures etc. as directed by the Engineer-in-charge.

SAFETY MEASURES AND AMENITIES:

SAFETY MEASURES:

The contractor shall take all necessary precautions for the safety of the workers and preserving their health while working in such job as require special protection and precautions. The following are some of the requirements listed, though not exhaustive. The contractor shall also comply with the directions issued by the Engineer in this behalf from time to time and at all times.

- (1) Providing protective foot wear to workers, in situations like mixing and placing of mortar of concrete in quarries and places where the work is under too much of wet conditions as also for movements over surfaces infected with oyster growth etc.
- (2) Providing protective head gear to workers, working in quarries etc. to protect them against accidental fall of materials from above. To provide Reflective Jackets, Helmets to site staff.
- (3) Taking necessary steps towards training the workers concerned in the use of machinery before, they are allowed to handle it independently and taking all necessary precautions in

Sili Ram
President
Nagar

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and around the areas where machines, hoists, and similar units are working.

(4) Avoiding bare lives-wires etc. as would electrocute workers.

(5) Making all platforms, staging and temporary structures sufficiently strong so as not to cause inconvenience and risk to the workmen and supervisory staff.

(6) Providing sufficient first aid trained staff and equipment to be available quickly at the work site to render immediate first aid treatment in case of accidents due to suffocation, drowning and other injuries.

(7) Where the workers are required to work near machine and are liable to accident they should not be allowed to wear loose cloths like dhoti, zabba, etc.

DAMAGE BY FLOODS OR ACCIDENTS:

The contractor shall take all precautions against damage by floods or like or from accident etc. no compensation will be allowed to the contractor on this account or for correcting and repairing any such damage to the work during construction. The contractor shall be liable to make good at his cost any plant or material belonging to the Corporation, lost or damaged by floods or from any other cause which is in his charge.

RELATION WITH PUBLIC AUTHORITIES:

The Contractor shall comply with all rules, regulations, bye-laws and direction given from time to time also by any local public authority in connection with this work and shall himself pay fees or charges which are leviable on him without any extra cost to the Department.

POLICE PROTECTION:

For the Special Protection of camp, the contractor's works, the Department will help the contractor as far as possible to arrange for such protections with the concerned authorities if so required by the Contractor in writing. The full cost of such protection shall be borne by the Contractor.

INDEMNITY:

The Contractor shall indemnify the corporation against all actions, suits, claims and demands brought or made against him in respect of anything done or committed to be done by the Contractor on execution of or in connection with this contract and against any loss or damage to the corporation in consequence of any action or suit being brought against the Contractor for anything done or committed to be done in the execution of this contract.

MEDICAL AND SANITARY ARRANGEMENTS TO BE PROVIDED FOR LABOUR EMPLOYED IN THE CONSTRUCTION BY THE CONTRACTOR

(a) The Contractor shall provide an adequate supply of potable water for use of laborers on work and in Camps.

(b) The contractor shall construct trench or semi-permanent latrines for the use of the laborers. Separate latrines shall be provided for men and women.

(c) The Contractor shall build sufficient number of huts on a suitable plot of land for use of the laborers according to the following specifications.



- 1) Huts of bamboo and tin sheets may be constructed.
- 2) A good site not liable to submergence shall be selected on high ground remote from jungle but well provided with trees, shall be chosen wherever it is available. The neighborhood of tank, jungle, grass or woods should be particularly avoided. Camps should not be established close to large cuttings of earthwork.
- 3) The lines of huts shall have open spaces of at least ten meters between rows. When a good natural site cannot be procured, particular attention should be given to the drainage.
- 4) There should be no overcrowding. Floor space at the rate of 30 sq.ft.per head shall be provided. Care should be taken to see that the huts are kept clean and in good order.
- 5) The contractor must find his own land and if he wants Corporation Land, he should apply for it and pay assessment for it, if made available by Corporation.
- 6) The Contractor shall construct a sufficient number of bathing places. Washing places should also be provided for the purpose of washing clothes.
- 7) The Contractor shall make sufficient arrangements for draining away the surface and salvage water as well as water from the bathing and washing places and shall dispose off the wastewater in such a way as not to cause any nuisance.
- d) The Contractor shall engage a medical officer with a traveling dispensary for a camp containing 500 or more persons if there is no government or other private dispensary situated within 8kms from the camp. In case of emergency the contractor shall arrange at his cost for transport for quick medical help to his sick worker.
- e) The Contractor shall provide the necessary staff for effecting a satisfactory drainage system and cleanliness of the camp to the satisfaction of the Engineer. At least one sweeper per 200 persons should be engaged.
- f) The Assistant Director of Public Health shall be consulted before opening a labor camp and his instruction on matters such as water supply, sanitary conveniences, the camp site accommodation and food supply shall be followed the Contractor.
- g) The Contractor shall make arrangements for all anti-malaria measures to be provided for the labor employed on the work. The anti-malaria measure shall be provided as directed by the Assistant Director of Public Health.

3. QUARRIES:

The quarrying operations if required and permitted by the Engineer-in-charge shall be carried out by the contractor with proper equipment such as Compressors, jack hammers, Drill bits, Explosives etc. and sufficient number of workmen shall be employed so as to get the required out-turn.

The Contractor shall carry out the works in quarries conformity with all the rules and regulations already laid down or may be laid down from time to time by Corporation due to non-compliance of any rules or regulations or due to damages by the contractor shall be the responsibility of the contractor. The Engineer-in-charge or his representative shall be given






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full facilities by the contractor for inspection at all times of the working of the quarry, records maintained, the stocks of the explosives and detonators etc., so as to enable him to check that the working records and storage are all in accordance with the relevant rule. The Engineer-in-charge or his representative shall at any time be allowed to inspect the works, buildings and equipment at the quarters.

The Contractor shall maintain at his own cost, the books, registers etc., required to be maintained under the relevant rules and regulations and as directed by the Engineer-in-charge. These books shall be open for inspection at times by the Engineer-in-charge or his representative and the contractor shall furnish the copies or extracts of books or register as and when required.

All quarrying operations shall be carried out by the contractor in organized and expeditious manner, systematically and with proper planning. The contractor shall engage licensed blaster and adopt electric blasting and/or any other approved method which would ensure complete safety to all men engaged in the quarry and its surroundings. The contractor shall himself provide suitable magazines and arrange to procure and store explosives, etc. as required under the rules at his own cost the designs and the locations of the magazine shall be got approved in advance from the Chief Inspector of Explosives and the rules and regulations in this connection as laid down by the Chief Inspector of Explosives from time to time shall be strictly adhered to by the Contractor. It is generally experienced that it takes time to obtain the necessary license for blasting storage of material from the concerned authorities. The contractor must therefore take timely advance action for procuring all such licenses so that the work progress may not be hampered.

The approaches to the quarrying place from the existing public roads shall have to be arranged by the contractor at his own cost, and the approaches shall be maintained by the contractor at his own cost till the work is over.

The quarrying operations shall be carried out by the contractor to the entire satisfaction of the Engineer-in-charge and the development of the quarry shall be made efficiently so as to avoid wastage of stones. Only such stones as are of the required quality shall be used on the work. Any stone which is in the opinion of the Engineer-in-Charge, not in accordance with the specifications or of required quality will be rejected at any time, at the quarry or at the site of work. The rejected stones shall not be used on the work and such rejected materials shall be removed to the place shown at the contractor's cost.

Since all stones quarried from Government quarry (if made available) by the contractor including the excavated overburden are the property of the government, no stones or earth shall be supplied by the contractor to any other agencies or works, and are not allowed to be taken away for any other works all such surplus quarried materials not required for work under this contract shall be the property of the Government and shall be handed over by the contractor to Government free of cost at quarry site duly heaped at the spots indicated by the engineer-in-charge. The contractor will be entitled to the refund of the royalty if any paid by him for such quantity handed over to Government for which necessary certificate will be issued by Project Engineer as per usual procedure. If, however, the Government does not require such surplus material, the contractor may be allowed to dispose of or use material elsewhere with prior written permission of Engineer-in-Charge. Leaving off a quarry face or opening of a new quarry face shall be done only on the approval of the Engineer-in-charge. Quarrying permission will have to directly obtained by the contractor, from the Collector of the district concerned for which purpose the Corporation will render necessary assistance. All quarry fees, Royalty charges, ground rent for staking material, etc. if any two be paid, shall be paid directly by the contractor as per rules in force. The contractor will however be Entitled

to a refund of part of such charges as are admissible under rules as mentioned elsewhere in this contract, after obtaining a certificate from the Engineer-in-charge that the material where required for use on government works.

The contractor will be permitted to erect at his own risk and cost at the quarry site if suitable vacant space in government area is available for the purpose, his own structures for stores, offices, etc. at place approved by the Engineer-in-charge. On completion of the work, the contractor shall remove all the structures erected by him and restore the site to its original condition.

The contractor shall not use any land in the quarry either for cultivation or for any other purpose except that required for breaking or stacking or transporting stones.

TRAFFIC REGULATION

Unless separately provided for in the contract, the contractor shall have to make all necessary arrangement for regulating traffic, day to night during the period of construction to the entire satisfaction of the Engineer. This includes the construction and maintenance of diversions if necessary. The contractor shall have to provide necessary caution boards, barricades, flags, lights and watchmen etc. so as to comply with the latest Motor Vehicles rules and regulations and for traffic safety and he shall be responsible for all claims from accidents which may arise due to his negligence whether in regulating the traffic or in stacking material on the roads or due to any other reasons.

MISCELLANEOUS

Rate shall be exclusive of G.S.T. as applicable.

For providing electric wiring or water lines etc. shall be provided if necessary through walls, slabs, beams etc. and later on refilled up with bricks or stone chippings, cement mortar without any extra cost.

In case it becomes necessary for the due fulfillment of Contract for the Contractor to occupy land outside the Department limits, the Contractor will have to make his own arrangement with the land owners and to pay such rents if any are payable as mutually agreed between them. The Department will afford the Contractor all the reasonable assistance to enable him to obtain Corporation land for such purpose on usual terms and conditions as per the rules of the Corporation.

Special provision in detailed specifications or wording of any item shall gain precedence over corresponding contradictory provision (if any) in the Standard Specifications or PWD Hand Book, where reference to such specifications is given without reproducing the details in Contract.

Suitable separating barricades and enclosures shall be provided to separate material brought by the Contractor and material issued by ASCL to the Contractor. Same applies for the material obtained from different sources of supply.

It is presumed that the Contractor has gone carefully through the Standard Specifications of PWD Hand Books and the Schedule of Rate of the Division and studied the site conditions before arriving at rates quoted by him. Decision of the Engineer-in-charge shall be final as regards interpretation of specifications.

The stacking and storage of construction material at site shall be in such a manner as to prevent deterioration or intrusion of foreign matter and to ensure the preservation of their

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quality, properties and fitness for the work. Suitable precautions shall be taken by the Contractor to protect the material against atmospheric action, fire and other hazards. The materials likely to be carried away by wind shall be stored in suitable stores or with suitable barricades and where there is likelihood of subsidence of soil, such heavy material shall be stored on approved platforms.

The Contractor shall be responsible for making good the damages done to the existing Property during construction by his men.

If it is found necessary from safety point of view to test any part of the structure, the test shall be carried out by the Contractor with the help of the Department at this worn cost.

The Contractor shall provide, maintain, furnish and remove on completion temporary shed for office on work site for the use of Project Engineer's representative.

Defective work is liable to be rejected at any stage. The Contractor, on no account can refuse to rectify the defects merely on reasons that further work has been carried out. No extra payment shall be made for rectification.

General directions or detailed description of work, materials and items coverage of rates given in the specification are not necessarily repeated in the Bill of Quantities. Reference is, however, drawn to the appropriate section clause (s) of the General Specifications in accordance with which the work is to be carried out.

In the absence of specific directions to the contrary, the rates and prices inserted in the items are to be considered as the full inclusive rates and prices for the finished work described there under and are to cover all labor, materials, wastage, temporary work, plant overhead charges and profits, as well as the general liabilities, obligations and risk arising out of the General Conditions of the Contract.

The quantities set down against the items in the Schedule B are only estimated quantities of each kind of work included in the Contract and are not to be taken as a guarantee that the quantities scheduled will be carried out or required or that they will not be exceeded.

All measurements will be made in accordance with the methods indicated in the specifications and read in conjunction with the General Conditions of Contract.

The details shown on drawings and all other information pertaining to the work shall be treated as indicative and provisional only and are liable to variation as found necessary while preparing working drawing which will be supplied by the ASCL during execution. The Contractor shall not, on account of such variation be entitled to any increase over the ones quoted in the tender which are on quantity basis.

