



INDIA NON JUDICIAL



Government of Uttar Pradesh

IN-UP98473841175829W

e-Stamp

Nishan Lal Agarwal

Stamp Vendor

Licence No.: 62

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Civil Court, Agra

Mob. No:- 9456021406

Certificate No. : IN-UP98473841175829W
Certificate issued Date : 31-Aug-2024 12:57 PM
Account Reference : NEWIMPACC (SV) up14437304/ AGRA SADAR/ UP-AGR
Unique Doc. Reference : SUBIN-UPUP1443730429653638872865W
Purchased by : MS KONSERVE BHAAV FORUM
Description of Document : Article 5 Agreement or Memorandum of an agreement
Property Description : Not Applicable
Consideration Price (Rs.) :
First Party : MS KONSERVE BHAAV FORUM
Second Party : AGRA SMART CITY LIMITED AGRA
Stamp Duty Paid By : MS KONSERVE BHAAV FORUM
Stamp Duty Amount(Rs.) : 100
(One Hundred only)



Please verify the stamp before this date

Agreement

Today on this date 31.08.2024 this agreement is executed between

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

And

Part 2: Mr. Yogesh Bansal (Proprietor of M/s Konserve Bhaav Forum, having its registered office at Address Add.. L-212 Shastri Nagar, Delhi, Pin 110052 (here in after called as contractor)

It is evident that the minimum quoted bid for the project, "RENOVATION OF QUEEN MERRY (CITY PUBLIC) LIBRARY AT SADAR BAZAAR, AGRA" has been received from **Mr. Yogesh Bansal** (Proprietor of M/s Konserve Bhaav Forum), approval for the said project after due tendering procedures was obtained on 22-08-2024 for the amount of Rs. 2,56,10,000.00 (including GST & other charges) and Letter of Intimation (LOI) was issued to M/s Konserve Bhaav Forum via Letter no. 385/ASCL/2024-25, Dated 24.08.2024



Stamping Agent

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Agra Smart City Ltd.

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1. The authenticity of the Stamp verification should be verified at State e-stamping Agency or State e-stamping Agency at State e-stamping Agency.
2. The stamp of checking the legitimacy is under users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

**RENOVATION OF QUEEN MERRY (CITY PUBLIC) LIBRARY AT SADAR BAZAAR,
AGRA**

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. as written in the document and that both parties have signed, is related to it.

1. All work shall be measured net by standard measure and according to the rules and customs of the Public Works Department and without reference to any local custom. Under no circumstances the contractor shall be entitled to claim enhanced rates for items in this contract.
2. That the contractor has submitted 5% Security deposited as per Clause no. 36 Rs. 6,41,000.00 via FDR A/c No. 416600PU00209775, Dt. 31.08.2024 & Rs. 6,40,000.00 via FDR A/c No. 416600PU00066661 Dt. 31.08.2024 pledged in the name of Chief Executive Officer, ASCL as security deposit to Agra Smart City Ltd. in order to regularize the work under this contract. The responsibility of validity of the same shall be that of the contractor.
3. The date of completion shall be 31st January, 2025
4. Defect liability period will be calculated from date of completion

5. RESPONSIBILITIES OF THE PARTIES

(A) Agra Smart City Ltd (ASCL) is the Special Purpose Vehicle constituted for implementing various smart city projects in Agra and comprehensively supervise the works and activities carried out by the contractor under the respective contract(s) in a manner that would ensure:

- a. Total compliance of technical specifications and various other requirements contained in the respective contract by the contractor;
- b. High standards of quality assurance system in the works and activities of the contractor.
- c. Proper verification of measurements and bills submitted by the contractor so that payments made by the ASCL against these bills truly reflect the actual work done at site complying with the requirements of the respective contract(s).

(B) M/s. Konserve Bhaav Forum

- a. Ensure that the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and delivery dates of the reports are done on time. The proposed work plan should be consistent with the technical approach.
- b. Submit all plans, designs, and specifications for ASCL review as mentioned in agreement and as per requirement from time to time.
- c. Contractor will have to submit the detail designs and BOQ and get it vetted from reputed institutions and submit to ASCL and based on finalization of design and drawings commence the work.
- d. The site is in Taj Trapezium Zone. The contractor will be responsible to comply with relevant rules of Taj Trapezium Zone as well as follow all applicable pollution control rules and practices as laid down by concerned departments.



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- e. All permissions/NOCs for the construction from various departments will be the sole responsibility of the selected contractor.
- f. Proper interface and coordination among the ASCL, local bodies/ state government and all other stakeholders.
- g. Full documentation and reporting of the completed works including applications for various approvals.
- h. The contractor shall undertake the following tasks including through relevant experts/consultant as per design parameters, Technical Specifications etc mentioned in RFP.

I. Architectural Consultant and all other works included in the scope of the work.

- i. Concept design – Prepare concept design and drawings.
- ii. Prepare working drawing including Architectural, Elevations, Sections, External finishes.
- iii. Prepare layout plan with details and specifications.

II. Civil and Structural Consultant

- i. Analysis configurations of the basic components of a structure.
- ii. Calculate the pressures, stresses and strains that each components, such as beam or lintel, will experience from other parts of the structure due to human use or *environmental* pressures such as weather or earthquakes.
- iii. Consider the strength of various materials e.g. timber, concrete, steel and brick, to see how their inclusion may necessitate a change of structural design.
- iv. Liaise with other designers, including architects, to agree on safe design and their fit with the aesthetic concept of construction.
- v. Examine structures at risk of collapse and advise how to improve their structural integrity, such as recommending removal or repair of defective part or rebuilding the entire structure.

III. Environmental Consultant

- i. Provide technical support in developing and implementing environmental programs in industries.
- ii. Generate Environmental reports as per federal and state regulations.
- iii. Stay updated with air, water and waste regulations as defined by state and federal laws.

Review and recommend improvement to existing environmental program to reduce environmental damages.



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- v. Oversee waste management and pollution control activity
- vi. Perform regular site surveys for environmental compliances
- vii. Assess potential environmental risks and develop mitigation plan
- viii. Provide assistance and job training to team member as needed
- ix. Analyze root cause of environmental incidents and propose corrective action plans
- x. Prepare and maintain environmental documentations for reference purpose
- xi. Assist in environmental audits and implement audit recommendations
- xii. Assis in getting and maintaining environmental permits for industries

IV. Electrical Consultant

- i. MEP consultant to design and prepare the drawings for the project
- ii. The Contractor under this contract commits himself to use first class materials and assumes full responsibility for the quality of all material incorporated or brought for incorporation in the work. The work shall be executed in accordance with best engineering practice and as per direction of Engineer. In all possible cases, sample approval shall be ensured by the Contractor from ENGINEER - IN - CHARGE before bringing in the materials in bulk at site and the approved sample shall be well preserved at site at the risk and cost of the Contractor as a ready reference
- iii. The project duration is for 5 months from the date of signing 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.
- iv. Defect liability period will be calculated from date of issue of completion certificate for a period of 1 years.
- v. Specification should be as per MoRTH, CPWD, IRC & IS Codes or as directed by Engineer In Charge.

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



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**RENOVATION OF QUEEN MERRY (CITY PUBLIC) LIBRARY AT SADAR BAZAAR,
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Section 1: Letter of Invitation

1. The Agra Smart City Ltd. (hereinafter called "Employer") is inviting proposals for Request for Proposal Document for Renovation of City Public Library at Sadar Bazaar, Agra. More details on the services are provided in the Terms of Reference in this RFP document and qualification requirement is at Instructions to Bidders.
2. BIDDER will be selected under "Lowest Cost (L1)" and procedures described in this RFP.
3. The RFP includes the following documents:
 - Section 1 - Letter of Invitation
 - Section 2 - Instructions to Bidders (Part 1)
 - Section 3 - Instructions to Bidders (Part 2)
 - Section 4 - Terms of Reference
 - Section 5 - General Condition of Contract
 - Section 7 - Financial Proposal




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Section 2: Instructions to Bidders - Part I

2.1. Definitions

- a) "Addendum" means the clarification issued against the bidder's query placed before the employer in writing before or during the pre-bid meeting. It may be release in form of addendum or corrigendum.
- b) "Employer" means the Agra Smart City Ltd. who have invited the bids for the services and/ or with which the selected Bidder signs the Contract for the Services and to which the selected bidder shall provide services as per the terms and conditions and TOR of the contract.
- c) "Bidder" means any entity or person or associations of person who have been requested to submit their proposals that may provide or provides the Services to the Employer under the Contract.
- d) "Contract" means the Contract signed by the Parties and all the attached documents listed in its Clause, that is the General Conditions (GC), the project Specific Conditions (SC), and the Appendices.
- e) "Project specific information" means such part of the Instructions to Bidders used to reflect specific project and assignment conditions.
- f) "Day" means calendar day.
- g) "Government" means the government of India /State/Local Government/Agra.
- h) "Instructions to Bidders" means the document which provides Bidders with all information needed to prepare their proposals.
- i) "LOI" means the Letter of Invitation being sent by the Employer to the bidders.
- j) "Personnel" means professionals and support staff provided by the Bidder or by any Sub-Bidder and assigned to perform the Services or any part thereof; "Foreign Personnel" means such professionals and support staff who at the time of being so provided had their domicile outside the Government's country; "Domestic Personnel" means such professionals and support staff who at the time of being so provided had their domicile in India.
- k) "Proposal" means the Technical Proposal and the Financial Proposal.
- l) "RFP" means the Request for Proposal prepared by the Employer for the selection of Bidders, based on the SRFP.
- m) "SRFP" means the Standard Request for Proposals, which must be used by the Employer as a guide for the preparation of the RFP.
- n) "Assignment / job" means the work to be performed by the Bidder pursuant to the Contract.
- o) "Sub-Bidder" means any person or entity with whom the Bidder subcontracts any part of the Assignment/ job.
- p) "Terms of Reference" (TOR) means the document included in the RFP as Section 4 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Employer and the Bidder, and expected results and deliverables of the Assignment/ job.

2.2. Introduction

- a) The Employer named in the Data Sheet will select Bidder (the Bidder) meeting basic eligibility criterion as mentioned in document and in accordance with the method of selection specified in the document.
The name of the Assignment/ job has been mentioned in the Data Sheet. Detailed scope of the assignment/ job has been described in the document.

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- c) The date, time and address for submission of the proposals has been given.
- d) The Bidders are invited to submit their Proposal, for Assignment/ job named: The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Bidder.
- e) Bidders should familiarize themselves with Local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the Assignment/job and Local conditions, Bidders are encouraged to submit the clarification online before or on the date of pre-bid meeting and are also advised to attend a pre-bid meeting. Attending the pre-proposal meeting is optional.
- f) The Employer will provide at no cost to the Bidders the inputs and facilities specified in the document, assist the bidders in obtaining licenses and permits needed to carry out the Assignment/ job, and make available relevant project data and reports.
- g) Bidders shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. The Employer is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Bidders.

2.3. Eligibility of Association of bidders and sub-bidders

- a) Bidder shall not be permitted to form an association, join-venture or consortium of bidders for this proposal. If the bidder has formed an association of bidders, such an association of bidder is liable to be rejected by the Employer.

2.4. Clarification and Amendment of RFP Documents

- a) Bidders may request a clarification on any clause of the RFP documents till or on the date of pre- bid meeting. Any request for clarification must be sent by standard electronic means to the Employer's address indicated.
- b) At any time before the submission of Proposals, the Employer may amend the RFP by issuing an addendum by standard electronic means.

2.5. Conflict of Interest

- a) Employer requires that Bidders provide professional, objective, and impartial advice and at all times hold the Employer's interests paramount, strictly avoid conflicts with other Assignment/ jobs or their own corporate interests and act without any consideration for future work.
- b) Without limitation on the generality of the foregoing, Bidders, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:
 - **Conflicting activities:** (i) Bidder that has been engaged by the Employer to provide goods, works or Assignment/ job other than Assignment/ job for a project, and any of its affiliates, shall be disqualified from providing Assignment/ job related to those goods, works or Assignment/ job. Conversely, Bidder hired to provide Assignment/ job for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods or works or Assignment/ job other than Assignment/ job resulting from or directly related to the BIDDER's Assignment/ job for such preparation or implementation. For the purpose of this paragraph, Assignment/ job other than consulting Assignment/ job are defined as those leading to a measurable physical



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output, for example surveys, exploratory drilling, aerial photography, and satellite imagery.

- **Conflicting Assignment/ job:** (i) A Bidder shall not be hired for any Assignment/ job that, by its nature, may be in conflict with another Assignment/ job of the Bidder to be executed for the same or for another Employer. For example, a Bidder assisting an Employer in the privatization of public assets shall not purchase, nor advise purchasers of, such assets. Similarly, a Bidder hired to prepare Terms of Reference for an Assignment/ job shall not be hired for the Assignment/ job in question.
 - **Conflicting relationships:** (ii) A Bidder (including its Personnel) that has a business or family relationship with a member of the Employer's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the Assignment/ job, (ii) the selection process for such Assignment/ job, or (iii) supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Employer throughout the selection process and the execution of the Contract.
- c) Bidders have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Employer, or that may reasonably be perceived as having this effect. Any such disclosure shall be made as per the Standard forms of technical proposal provided herewith. If the bidder fails to disclose said situations and if the Employer comes to know about any such situation at any time, it may lead to the disqualification of the Bidder during bidding process or the termination of its Contract during execution of assignment.

2.6. Unfair Advantage

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

2.7. Proposal

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

2.8. Proposal Validity

90 days from the date of receipt of the Tender.

2.9. Preparation of Proposals

- a) The Proposal as well as all related correspondence exchanged by the Bidders and the Employer, shall be written in English language.
In preparing their Proposal, Bidder is expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal.

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- c) While preparing the Technical Proposal, Bidder must give particular attention to the following:
- i. Depending on the nature of the Assignment/ job, Bidders are required to submit a Technical Proposal (TP) in forms provided in the RFP. Form Tech - I is a sample letter of technical proposal which is to be submitted along with the technical proposal.
 - ii. A brief description of the bidder's organization will provide details of experience of assignments which are similar to the proposed assignment/ job as per the terms of reference. For each Assignment/ job, the outline should indicate the duration of the Assignment/ job, contract amount, and Bidder's involvement. Information should be provided only for those Assignment/ jobs for which the Bidder was legally contracted by the Employer as an Bidder. Bidders should be prepared to substantiate the claimed experience along with the proposal and must submit letter of award / copy of contract for all the assignments mentioned in the proposal.
 - iii. A description of the approach, methodology and work plan for performing the Assignment/ job covering the following subjects: technical approach and methodology, work plan, and organization schedule. Guidance on the content of this section of the Technical Proposals is provided. The work plan should be consistent with the Work Schedule which will show in the form of a bar chart the timing proposed for each activity.
- d) Financial Proposals: The Financial Proposal shall be prepared using the attached Standard Forms. It shall list all costs associated with the Assignment/ job. The financial proposal shall not include any conditions attached to it and any such conditional financial proposal shall be rejected summarily.

2.10. Taxes

- a) The Bidder shall fully familiarize themselves about the applicable taxes (such as: GST or income taxes, duties, fees, levies) on amounts payable by the Employer under the Contract. All such taxes must be included by the bidder in the financial proposal excluding GST.

2.11. Currency

- a) Bidders must express the price of their Assignment/ job in India Rupees.

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

All bids must be accompanied by a Bid Security (EMD) of Rs. 5,20,000/- (Rupees Five Lakh Twenty Thousand only) in accordance with the provisions of this RFP in the form of FDR/TDR of scheduled Bank which shall be duly pledged in favor of "The Chief Executive Officer, Agra Smart City Limited" payable at Agra. The scanned copy of bid document fee (Tender Cost), Earnest Money, Power of attorney must be up loaded electronically along with all the bid documents.

2.13. Bid Processing Fees

All bidders are required to pay Rs. 2,350/- (Rupees Two Thousand Three Hundred Sixty only) including GST in the form of Demand Draft scheduled Bank which shall be duly pledged in favor of "The Chief Executive Officer, Agra Smart City Limited". Or RTGS/NEFT above mentioned account. The Bid Processing Fee is Non-Refundable. Non-submission of Bid Processing fee along with the Technical



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Proposal will be treated as non-responsive bid.

2.14. Submission, Receipt and Opening of Proposal

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

2.15. Proposal Evaluation

From the time the Proposals are opened to the time the Contract is awarded, the Bidders should not contact the Employer on any matter related to its Technical and/or

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- Financial Proposal. Any effort by Bidders to influence the Employer in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Bidders' Proposal.
- b) The employer has constituted an Evaluation Committee which will carry out the entire evaluation process.
 - c) **Evaluation of Technical Proposals:** The Evaluation Committee while evaluating the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded and the competent authority accepts the recommendation.
 - d) The Evaluation Committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and by applying the evaluation criteria, sub-criteria specified in the Data sheet. In the first stage of evaluation, a Proposal shall be rejected if it is found deficient as per the requirement indicated in the Data sheet for responsiveness of the proposal. Only responsive proposals shall be further taken up for evaluation. Evaluation of the technical proposal will start first and at this stage the financial bid (proposal) will remain unopened. The qualification of the bidder and the evaluation criteria for the technical proposal shall be as defined in the Data sheet.
 - e) **Opening of the Financial Proposals:** Financial proposals of only those bidder that are technically qualified shall be opened.
 - f) In case of discrepancy between a partial amount and the total amount, or between word and figures, the former will prevail. In addition to the above corrections the items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.
 - g) After opening of financial proposals, appropriate selection method shall be applied to determine the bidder who will be declared winner and be eligible for award of the contract. The methods of selections are described in the RFP document [The employer shall mention here which method out of all listed method shall be applied for selection of bidder for this assignment / job]. This selected bidder will then be invited for negotiations, if considered necessary.

2.16. Negotiation

- a) Negotiations will be held at the date, time and address intimated to the qualified and selected bidder. Representatives conducting negotiations on behalf of the Bidder must have written authority to negotiate and conclude a Contract.
- b) Conclusion of the negotiations. Negotiations will conclude with a review of the draft Contract. To complete negotiations the Employer and the Bidder will initial the agreed Contract. If negotiations fail, the employer will reject all the proposals received and invite fresh proposals.

2.17. Award of Contract

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



**G. M. (Project)
Agra Smart City Ltd.**

**ADD: C.E.O.
Agra Smart City Limited**

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2.18. Confidentiality

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

2.19. Special Purpose Vehicle (SPV):

Agra Smart City Ltd (ASCL) is the special Purpose Vehicle constituted for implementing various smart city projects in Agra and comprehensively supervise the works and activities carried out by the Bidder(s) as Engineer's Representative under the respective contract(s) in a manner that would ensure:

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




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Section -3 Instructions to Bidders - Part II

3.1 DATA SHEET

1. Name of the Assignment	Selection of Contractor. RENOVATION OF CITY PUBLIC LIBRARY AT SADAR BAZAAR, AGRA
2. Eligibility of Association of bidders and sub-bidders	1. The Bidder may be Single Entity means a proprietary firm/, company registered under companies act 1956 or companies act 2013 & operating in India at least for last 7 years 2. The bidder/specialist contractor should be a qualified art conservator trained at reputed/ recognized institute in India or abroad such as National Museum Institute, New Delhi, and others in subject of art conservation 3. The bidder should have proven experience in working on projects of National or state Government such as archaeological survey of India, Department of archaeology and other agencies such as Smart cities in area of art conservation/ chemical conservation. 4. Minimum of 7 years professional working experience in art conservation works of similar type 5. Successfully provided consultancy/ conservation services for minimum of three art conservation projects in India or abroad in the last five years. 6. Bidder should not be black listed with any Govt./ semi-Govt./ Statutory bodies/ Organizations 7. Completion of conservation must be on heritage property/ archaeology. 8. Bidder should have completed one conservation work worth Rs 96 Lacs or two conservation work worth Rs 72 Lacs or three conservation work worth Rs 48 Lacs. 9. Work completed in last 7 years will be considered @ simple interest with rate of interest 7% annually. 10. The Bidder should have average aggregate annual financial turnover of at least Rs 110 Lacs during the last 3 financial years ending 31st March 2024. The Bidder should also have profits after taxes for each of these last 3 financial years, Profit and Loss Statement, Net worth (positive), ITR to be submitted
3. Evaluation Criteria Criteria, sub- criteria, for evaluation of Technical Proposals have been prescribed	Detailed evaluation as mentioned below this Table of Data Sheet
4. Last date for Purchase of Tender	27.07.2024 till 14:00 Hrs.
5. Last date of Pre bid quires through mail at agrasmartcitylimited@gmail.com	19.07.2024
6. Pre-Bid Meeting.	19.07.2024 at 16:00 Hrs.
7. Last date for submission of e tender	27.07.2024 till 15:00 Hrs.
8. Last date for Submission of Hard Copy of Technical Bid	29.07.2024 till 13:00 Hrs.
9. Technical Bid Opening	29.07.2024 after 14:00 Hrs.

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Tender Document and other details shall be available on: <http://etender.up.nic.in>

10 Address for Correspondence : Chief Executive Officer, Agra Smart city Limited, Agra Nagar Nigam Agra, (Uttar Pradesh)

11. Amendment to NIT, if any would be published on website only.

3.2 Procedure for Detailed evaluation of technical qualifications

The BIDDERS will be shortlisted against the pre-qualification criteria. Those who qualify/fulfill these criteria shall be considered for technical evaluation.

Sr.	Particulars	Supporting Documents to be Submitted
1.	The applicant must be Single firm. The applicant should submit valid Incorporation/registration certificate of the firm, PAN Card and GST registration certificate.	Attested Copy
2.	The Bidder must have experience of at least 7 years. Bidder must be a Contractor having experience in similar Work. Similar work(s) shall mean Renovation of Civil structure/ Building with all the finishing work of Building (Interior or exterior) in heritage property/ASI/Conservation work.	The work order with the details of employer and completion certificate has to be submitted.
3.	The Bidder must have a valid GSTN certificate and EPF registration	Copy of GSTN Certificate & EPF registration certificate
4.	The bidder should not be blacklisted/ debarred/ terminated of contract except by any Government/ Government Board/ Corporation Agency/ firm/ Statutory Board/ PSU agency/ BIDDER/ Non- Government/ Government of any sovereign countries/ Private agencies and Funding agencies in the last 05 years.	Self-Certification by the bidder on Rs. 100 stamp paper
5.	The bidder should have an average minimum annual turnover of Indian Rs 100,00,000.00 (Rs. One Crore only) during the last three (3) financial years, i.e., 2021-22, 2022-23 & 2023-24.	Copy of the audited profit and loss account along with audited balance sheet of the Bidder showing turnover of the Bidder for last three years. Positive net worth for last three years certified by CA and ITR of last three years.
6.	The bidder must be himself or have on its payroll at qualified art conservator trained at reputed/ recognized institute in India or abroad such as National Museum Institute, New Delhi, and others in subject of art conservation (on permanent payroll as on date).	Certificate from bidder's Statutory auditor/ agency/ firm secretary/ HR Head for number of technically qualified staff employed by them.
7.	The bidder has to produce attested true copies of the solvency & character certificates issued by the competent authority with the bid document along with an affidavit verifying that these two documents are valid.	Self-attested photocopies of certificate should be attached along with an affidavit verifying that these two documents are valid. However, these original certificates should be produced by the bidder at the time of opening

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		the bids. If the authority is not satisfied after comparing attested copies with the originals, it may reject the bid as if the required documents were not produced at
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3.3 Evaluation Parameters – Technical Marking

The detailed technical evaluation of Proposals satisfying minimum eligibility conditions as above shall be done. **ASCL will determine whether the Financial Proposals are complete, unqualified and unconditional.** The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of works. Omissions, if any, in costing any item shall not entitle the firm to be compensated and the liability to fulfill its obligations as per the TOR within the total quoted price shall be that of the Applicant.

Once technical evaluation is done, Financial will be opened for those bidders who are technically qualified.

Proposals of the post qualified Applicant during the process of evaluation of the technical bid will finally be ranked according to the amount quoted. The selected Applicant shall be the first ranked Applicant (L1). The second ranked Applicant shall be kept in reserve and may be invited for negotiations in case the first ranked Applicant withdraws, or fails to comply with the requirements specified hereinabove.




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Section 4: Terms of Reference (TOR)

4.1 Background

- 1803 - The British invaded Delhi and later Agra, marking the beginning of colonial rule in the region and building their city from Civil Lines to the north to the Cantonment (Agra Cantt) to the south.
- 1946 - Queen Mary was active in promoting the achievements of Indian forces.
- 1953 - Queen Mary collection of books transferred to the Royal Empire Society.
- Post 1953 - Messrs A John & Co., presented Agra with a library to be called as "RENOVATION OF CITY PUBLIC LIBRARY AT SADAR BAZAAR, AGRA" including a land, house, books, furniture, & upkeep.
- Present Day - The RENOVATION OF CITY PUBLIC LIBRARY AT SADAR BAZAAR, AGRA is part of Agra's history and heritage. Efforts are made to preserve and display these libraries.

4.2 Project Site



- Location Agra South, Zone-5
- Agra Cantonment Area
- Adjacent to Shahzadi Mandi



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- Eklavya Stadium in West
- Tajganj Area in the East
- Accessibility 500M from the Mall road
- 500M from the NH-21
- 1000M from the VGN Avantibai Lodhi Circle
- Description Ownership: Unknown (Cantonment Board Most likely)
- Area: 5,000 SQM (approx.)

4.3 Present Condition of the structures



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4.3.1 Design parameters

It is not the intent to completely specify all the details of design and construction, nevertheless the unit shall conform in all respects to high standards of design, engineering and workmanship. Any piece of unit or equipment not specifically mentioned in this specification, but required to make the unit complete, safe, operable and consistent with good engineering practices shall be provided by the contractor at no extra cost and shall be deemed to have specified. Contractor shall prepare the detailed document control index / document schedule based on the respective Job Specifications for the complete project and submit the same during Kick-Off meeting as first document for ASCL's review. Any additions to this document during the progress of the project by ASCL shall be taken care by the contractor without cost / time implications. Document submission shall be strictly as per this Index.

GENERAL:

Contractor shall guarantee that the design and engineering works and services shall be as specified and technical documentation to be developed shall be in accordance with sound and established engineering practices, using International Standards and Indian Codes and Regulations, wherever applicable, for the purpose specified, free from defects and suitable for respective uses intended.

In the event of faulty engineering, procurement, construction i.e. error or omission the technical studies, work performed by Contractor; in respect of work described herein, for which Contractor will be solely responsible, Contractor must agree to provide services to furnish corrective technical studies & engineering, and replace plant/ machineries/ equipment as may be required without any additional cost to ASCL.

EPC Contractor will obtain required guarantees/ warranties from EQUIPMENT and MATERIAL VENDORS and erection Contractors against defects in materials and workmanship for minimum 2 years.

Insurance and Medical

It shall be the responsibility of the agency to insure their staff and equipment against any exigency that may occur while carrying out the Project activities. Agency will also take insurance cover for third



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party liability, which might occur due to damages caused to their manpower, equipment etc. ASCL shall not be responsible for any such damages.

DRAWINGS/ DOCUMENTS:

1. The Contractor shall prepare all engineering documentation & drawings and submit three (3) sets each to ASCL of the scrutiny and approval before execution. The Contractor further shall submit to ASCL Six (6) sets of finally approved documents and laminated drawings along with two (2) set of soft copies stored in R/W Compact Disks (CD).
2. In particular, but not limited to, Contractor will provide the documents & drawings which shall include (including those mentioned in the entire tender)-
 - Layout Plan
 - Drawing showing a bird's eye view of the Building and the surrounding features in a radius of 100 m around the boundary
 - Civil foundation, Building detail drawings
 - Structural & Fabrication Drawings
 - Construction & Working drawings
 - Electrical single-line Diagram
 - Operating and Maintenance Manual
 - As-built Drawings

INTEGRATION & CO-ORDINATED EXECUTION:

The scope of work of Contractor includes coordinated execution of the entire project without any time overrun as per the time frame through integration of all facilities, components and equipment. The Scope of Work also covers, amongst others, close liaison with ASCL and such aspects as may be necessary for maintaining technical and procedural integrity for ensuring execution of the entire project in a time-framed, systematic, secure, safe and environment-friendly manner.

PROCUREMENT

The scopes of work of this Contract are composite in nature which contains broadly:

1. All items as mentioned in detailed engineering section shall be procured.
2. All materials required for successful completion of this project shall be procured by the contractor from the vendors with specific approval from ASCL.

4.3.2 Detailed Scope of Work

PHASE-I: Approvals

- i) Contractor shall get all the requisite NOCs to proceed with the work
- ii) Contractor shall carry out the demolition of existing structures in depleted condition if required only after approval of ASCL.
- iii) Contractor shall get the design and drawings approved by ASCL and place order only after obtaining confirmation from ASCL
- iv) Contractor shall carry out inspection and expediting services for all the ordered items for the project. Wherever required, ASCL representative will also visit vendor shops to witness inspection / testing.
- v) Contractor shall have competent Project Manager & Construction Manager with relevant experience at design office & site.
- vi) Contractor shall depute team of planning engineers at design office as well as site to monitor & control the project progress.
- vii) Contractor shall depute competent persons to ensure quality control and safety of operations.

PHASE-II: Project Management Stage: Construction Management of site covering

After awarding of contract, the EPC Contractor shall carry out following activities, but not limited to, in order to complete the construction of the project under supervision of ASCL representative.
Submission of monthly progress report detailing the physical progress of work.



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- ii) Quality Assurance Plan (QAP), Quality Management Plan (QMP) and Project Monitoring, i.e. PERT/CPM/MS Projects sheet, with milestones. Relevant Codes Manual, DSR, CPWD specification, agreement copy, QAP, testing frequency, along with special construction methodology, if any, should be available at site.
- iii) For day to day supervision and management of site works, including quality control, Consultant shall deploy adequate and competent manpower.
- iv) Maintenance of site records as per the rules and regulations of Government, CVC, internal vigilance and other instructions of ASCL, if any.
- v) Certification of contractor's bills as per extant norms, including recording of test checks as per the ASCL guidelines.
- vi) Monitoring of adherence by the contractor to the time schedules, various labour laws, safety regulations, insurance policy and any other statutory requirements, supervision and inspection of work during the construction period.
- vii) Supervision and inspection of work during the construction and Defect Liability Period.
- viii) Issue of work completion certificate after successful completion of construction work in parts or full, after the joint survey of ASCL and Contractor.
- ix) Defect Liability Period (DLP) shall be normally one year after the handing over of site or issue of successful work completion certificate, whichever is earlier. ASCL representative shall supervise rectification works of defects noticed during the DLP. ASCL representative or Project In-Charge / Executive of ASCL shall issue maintenance completion certificate, after successful completion of DLP. In the eventuality of Representative not responding and organizing defects rectification works through contractor, during the DLP, matter will be reported to higher management of Representative for timely intervention and compliance.
- x) Coordination and liaison with various outside agencies and officials of: In case, the work is examined by Chief Technical Examiner, Chief Vigilance Officer, internal Vigilance or Technical Audit of ASCL, it will be bidder's responsibility to supply and submit all necessary reply, clarifications and justification to these department(s).
- xi) The contractor shall submit work plan within 7 days of signing of agreement and by 7th of every month then after. Failing to submit will attract Rupees ten thousand per day.
- xii) A lab to be setup within 7 days of signing of agreement failing to which will attract rupees ten thousand per day.

Based on the above the bidder will have to prepare concept design and BOQ and submit to ASCL along with the bid documents and later on successful bidder will have to submit the detail designs and BOQ and get it vetted from reputed institutions and submit to ASCL and based on finalization of design and drawings commence the work.

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Section 5 General Conditions of Contract

A. General

1. Definitions

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

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

Compensation Events are those defined in Clause 40 hereunder.

The Completion Date is the date of completion of the Works as certified by the Engineer, in accordance with Clause 43.1.

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

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

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

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

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

Days are calendar days; months are calendar months.

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

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

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

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

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

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

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



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

The Intended Completion Date is the date on which it is intended that the Contractor shall complete the Works.

The Intended Completion Date is specified in the Contract Data. The Intended Completion Date may be revised only by the Engineer by issuing an extension of time.

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

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

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

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

Specification means the Specification of the Works included in the Contract and any modification or addition made or approved by the Engineer.

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

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

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

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

2. Interpretation

In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Engineer will provide instructions clarifying queries about these Conditions of Contract.

If sectional completion is specified in the Contract Data, references in the Conditions of Contract to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).

The documents forming the Contract shall be interpreted in the following order of priority:

- (1) Agreement,
- (2) Notice to Proceed with the Work,
- (3) Letter of Acceptance,
- (4) Contractor's Bid
- (5) Contract Data,
- (6) Special Conditions of Contract Part II,
- (7) General Conditions of Contract Part I,
- (8) Specifications,
- (9) Drawings.



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- (10) Bill of Quantities, and
- (11) Any other document listed in the Contract Data.

3. Language and Law.

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

4. Engineer's Decisions

Except where otherwise specifically stated, the Engineer will decide contractual matters between the Employer and the Contractor in the role representing the Employer. However, if the Engineer is required under the rules and regulations and orders of the Employer to obtain approval of some other authorities for specific actions, he will so obtain the approval.

Except as expressly stated in the Contract, the Engineer shall not have any authority to relieve the Contractor of any of his obligations under the contract.

5. Delegation

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

6. Communications

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

7. Subcontracting

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

Beyond what has been stated in clauses 7.1, if the contractor proposes sub-contracting any part of the work during execution of the works, because of some unforeseen circumstances to enable him to complete the work as per terms of the contract, the Employer will consider the following before according approval:

- a. The Contractor shall not sub-contract the whole of the works.
- b. The Contractor shall not sub-contract any part of the work without prior consent of the Employer. Any such consent shall not relieve the contractor from any liability or obligation under the contract and he shall be responsible for the acts, defaults and



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neglects of any his sub-contractor, his agents or workmen as fully as if they were the acts, defaults or neglects of the Contractor, his agents and workmen.

The Engineer should satisfy himself before recommending to the Employer whether

- c. The circumstances warrant such sub-contracting; and
- d. The sub-contractor so proposed for the work possess the experience, qualification and equipment necessary for the job proposed to be entrusted to him in proportion of the Quantum of works to be sub-contracted.

8. Other Contractors

The contractor shall co-operate and share the site with other contractors. Public authority's utilities and the employer between the dates given in the schedule of other contractors, as referred to in the contract data. The contractor shall also provide facilities and services for them as described in the schedule. The employer may modify the schedule of other contractor, and shall notify the contractor of any such modification.

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

9. Personnel

The Contractor shall employ for the construction work and routine maintenance the technical personnel named in the Contract Data or other technical persons approved by the Engineer. The Engineer will approve any proposed replacement of technical personnel only if their relevant qualifications and abilities are substantially equal to or better than those of the personnel stated in the Contract Data.

If the Engineer asks the Contractor to remove a person who is a member of the Contractor's staff or work force, stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the Works in the Contract.

The Contractor shall not employ any retired Gazetted officer who has worked in the Engineering Department of the State Government and has either not completed two years after the date of retirement or has not obtained State Government's permission to employment with the Contractor.

10. Employer's and Contractor's Risks

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

11. Employer's Risks

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

12. Contractor's Risks

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



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13. Insurance

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

- a) loss of or damage to the Works, Plant and Materials;
- b) loss of or damage to equipment;
- c) loss of or damage to property (except the Works, Plant, Materials, and equipment) in connection with the Contract; and
- d) Personal injury or death.

Insurance policies and certificates for insurance shall be delivered by the Contractor to the Engineer for the Engineer's approval before the completion date/ Start Date. All such insurance shall provide for compensation to be payable in Indian Rupees to rectify the loss or damage incurred.

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

(a) Personal injury or death.

(b) Insurance policies and certificates for insurance shall be delivered by the Contractor to the Engineer for the Engineer's approval before the completion date/ start date. All such insurance shall provide for compensation to be payable in Indian Rupees. Alterations to the terms of insurance shall not be made without the approval of the Engineer.

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

14. Site Investigation Reports

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

15. Queries about the Contract Data

The Engineer will clarify queries on the Contract Data.

16. Contractor to Construct the Works

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

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

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

The Contractor may commence execution of the Works on the Start Date and shall carry out



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the Works in accordance with the Programme submitted by the Contractor, as updated with the approval of the Engineer, and complete them by the Intended Completion Date.

18. Approval by the Engineer

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

The Contractor shall be responsible for design of Temporary Works.

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

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

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

19. Safety

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

20. Discoveries

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

21. Possession of the Site

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

22. Access to the Site

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

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

23. Instructions

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

24. Dispute Redressal System

If any dispute or difference of any kind what-so-ever shall arises in connection with or arising out of this Contract or the execution of Works or maintenance of the

B. Quality Control

25. Identifying Defects

The Engineer shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Engineer may

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Instruct the Contractor to search for a Defect and to uncover and test any work that the Engineer considers may have a Defect.

26. Tests

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

- e. Carrying out the mandatory tests prescribed in the Specifications, and
- f. For the correctness of the test results, whether performed in his laboratory or elsewhere.

If the Engineer instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples.

The RFI system will be followed for execution of work.

27. Correction of Defects noticed during the Defect Liability Period for one year.

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

28. Uncorrected Defects

If the Contractor has not corrected a Defect pertaining to the Defect Liability Period under clause 32.1.1 and of these Conditions of Contract, to the satisfaction of the Engineer, within the time specified in the Engineer's notice, the Engineer will assess the cost of having the Defect corrected, and the Contractor will pay this amount, on correction of the Defect with 100% penalty.

C. Cost Control

29. Variations

The Engineer shall, having regard to the scope of the Works and the sanctioned estimated cost, have power to order, in writing, Variations within the scope of the Works he considers necessary or advisable during the progress of the Works. Such Variations shall form part of the Contract and the Contractor shall carry them out and include them in updated Programs produced by the Contractor. Oral orders of the Engineer for Variations, unless followed by written confirmation, shall not be taken into account.

30. Cash Flow Forecasts

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

31. Payment Certificates

The payment to the contractor will be as follows for construction work:

- a) The Contractor shall submit to the Engineer fortnightly/ monthly statements of the value of the work executed less the cumulative amount certified previously supported with detailed measurement of the items of work executed



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- b) The Engineer shall check the Contractor's fortnightly/monthly statement within specified time and certify the amount to be paid to the Contractor as per the payment terms and conditions.
- e) The value of work executed shall be as per the milestone achieved or executed quantity as per payment terms and conditions.
- d) The Engineer may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.
- c) All running payment shall be considered as advance payment and can be deducted if any defect is found during construction.
- f) If the quality of the work is not satisfactory, it is at the full discretion of the engineer either to reject the whole work or to consider with the reduced rate.
- g) The Payment of final bill shall be governed by the provisions of clause 50 of GCC.

32. Payments

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

The Employer may appoint another authority, as specified in the Contract Data (or any other competent person appointed by the Employer and notified to the contractor) to make payment certified by the Engineer.

33. Compensation Events

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

- i. The Engineer orders a delay or delays exceeding a total of 45 days.
 - j. The effects on the Contractor of any of the Employer's Risks.
- If a Compensation Event would prevent the Works being completed before the Intended Completion Date, the Intended Completion Date shall be extended. The Engineer shall decide whether and by how much the Intended Completion Date shall be extended.

34. Tax

The rates quoted by the Contractor shall be deemed to be inclusive of the sales and other levies, duties, royalties, cess, toll, taxes of Central and State Governments, local bodies and authorities that the Contractor will have to pay for the performance of this Contract. The Employer will perform such duties in regard to the deduction of such taxes at source as per applicable law.

35. Currencies

All payments will be made in Indian Rupees.

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

The contractor has to submit 5% performance security of the total contract value after issuing of the LOI.

The Employer shall retain of 5% of the amount from each payment due to the Contractor until completion of the whole of the construction Work.

On the completion of the whole of the construction Work half the total amount retained is repaid to the contractor and half when DLP is over.

The performance security equal to the five per cent of the contract price is repaid to the



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contractor when the period of one years finished or defect liability period is over whichever is later and the Engineer has certified that the contractor has satisfactorily carried out the Works. If the contractor so desires then the Security Deposit can be converted into any interest bearing security of schedule commercial bank in the name of the Employer or National Saving Certificates duly pledged in favor of the Employer for Defect Liability Period.

37. Liquidated Damages

The Contractor shall pay liquidated damages to the Employer at the rate 0.5 % of the project cost per week or part thereof stated in the Contract Data for the period that the Completion Date is later than the Intended Completion Date. Liquidated damages at the same rate shall be withheld if the Contractor fails to achieve the milestones prescribed in the Contract Data. However, in case the Contractor achieves next milestone the amount of the liquidated damages already withheld shall be restored to the Contractor by adjustment in the next payment certificate. The total amount of liquidated damages shall not exceed the amount defined in the Contract Data. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's other liabilities.

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

38. Advance Payment

deleted

39. Securities

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

40. Cost of Repairs

Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at his cost if the loss or damage arises from the Contractor's acts or omissions.

D. Finishing the Contract

41. Completion of Construction and Maintenance

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

42. Taking Over

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

43. Final Account

The contractor shall supply the Engineer with a detailed account of the total amount that the Contractor considers payable for works under the contract within 21 days of issue of certificate of completion of construction of works. The Engineer shall issue a defect liability certificate and certify any payment that is due to the correct and complete. If the account is not correct or complete, the engineer shall issue within 30 days a schedule that states the scope of the corrections or additions that are necessary. If the account is still unsatisfactory after it has



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been resubmitted, the Engineer shall decide on the amount payable to the contractor and issue a payment certificate with in 28 days of receiving the Contractor's revised account. The payment of final bill for construction of works will be made within 14 days thereafter.

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

44. Operating and Maintenance Manuals

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

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

45. Termination

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

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

- a) the Contractor stops work for 28 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Engineer;
- b) the Contractor is declared as bankrupt or goes into liquidation other than for approved reconstruction or amalgamation;
- c) the Engineer gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Engineer;
- d) the Contractor does not maintain a Security, which is required;
- e) the Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as defined in clause 44.1;
- f) the Contractor fails to provide insurance cover as required under clause 13;
- g) if the Contractor, in the judgment of the Employer, has engaged in the corrupt or fraudulent practice in competing for or in executing the Contract. For the purpose of this clause, "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in Contract execution. "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid process at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.
- h) if the Contractor has not completed at least thirty percent of the value of construction Work required to be completed after half of the completion period has elapsed;
- i) if the Contractor fails to set up a field laboratory with the prescribed equipment, within the period specified in the Contract Data; and
- j) Any other fundamental breaches as specified in the Contract Data.
- k) if the Contractor fails to deploy machinery and equipment or personnel as specified in the contract Data at the Appropriate time.



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Notwithstanding the above, the Employer may terminate the Contract for convenience. If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible. Works there under, whether before its commencement or during the progress of Works or after the termination, abandonment or breach of the Contract, it shall, in the first instance, be referred for settlement to the competent authority, described along with their powers in the Contract Data, above the rank of the Engineer. The competent authority shall, within a period of forty-five days after being requested in writing by the Contractor to do so, convey his decision to the Contractor. Such decision in respect of every matter so referred shall, subject to review as hereinafter provided, be final and binding upon the Contractor. In case the Works is already in progress, the Contractor shall proceed with the execution of the Works, including maintenance thereof, pending receipt of the decision of the competent authority as aforesaid, with all due diligence. Either party will have the right of appeal, against the decision of the competent authority, to the arbitration if the amount appealed exceeds rupees one lakh.

46. Procedure for Resolution of Disputes

- i. The Competent Authority mentioned in clause 24.1 shall give a decision in writing within 45 days of receipt of a notification of a dispute.
- ii. Either party may refer a decision of the Competent Authority to Arbitration within 28 days of the Competent Authority's written decision. Arbitration shall be under the Arbitration and Conciliation Act 1996. If neither party refers the dispute to Arbitration within the above 28 days, the Competent Authority's decision will be final and binding.
- iii. The Arbitration shall be conducted in accordance with the following procedure, in case Initial Contract Price is more than Rs. 5 Crore or the Contractor is a Foreign Contractor, who has bid under ICB:-
 - a) In case of a decision of the Competent Authority in a dispute or difference arising between the Employer and a Contractor relating to any matter arising out of or connected with this Agreement, the matter will be referred to an Arbitral Tribunal. The Arbitral Tribunal shall consist of three Arbitrators, one each to be appointed by the Employer and the contractor. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the parties and shall act as presiding Arbitrator. In case of failure of the two Arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the Arbitrator appointed subsequently, the presiding Arbitrator shall be appointed by the Chairman of the Executive Committee of the Indian Roads Congress.
 - b) If one of the parties fails to appoint its arbitrator in pursuance of sub-clause (a) above within 30 days after receipt of the notice of the appointment of its arbitrator by the other party, then the Chairman of the Executive Committee of the Indian Roads Congress shall appoint the arbitrator.

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

- c) The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the Arbitral Tribunal. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself. Where the Initial Contract Price as mentioned in the Acceptance Letter is Rs. 5 Crore



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and below, disputes and differences in which an Adjudicator has given a decision shall be referred to a sole Arbitrator. The sole Arbitrator would be appointed by the agreement between the parties; failing such agreement within 15 days of the reference to arbitration, by the appointing authority, namely the Chairman of the Executive Committee of the Indian Road Congress.

- d) Arbitration proceedings shall be held at Agra (U.P.) , India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
- e) Performance under the contract shall continue even after reference to the arbitration and payments due to the contractor by the Employer shall not be withheld, unless they are the subject matter of the arbitration proceedings.

E. TIME CONTROL

47. Programme

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

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

An update of the Program shall be a program showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining Works, including any changes to the sequence of the activities.

The Contractor shall submit to the Engineer for approval an updated Program at intervals of 30 Days no longer than the period stated in the Contract Data. If the Contractor does not submit an updated Program within this period, the Engineer may impose penalty the amount stated in the Contract Data from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program has been submitted.

The Engineer's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Engineer again at any time. A revised Program shall show the effect of Variations and Compensation Events.

48. Extension of the Intended Completion Date

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



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49. Delays Ordered by the Engineer

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

50. Management Meetings

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

51. Termination and Payment upon Termination

The contract can be terminated after 30 day's notice if in the opinion of the engineer in charge it is found that there is violation of contract and it is not rectified after repeated notice. If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Engineer shall issue a certificate for the value of the work done and Materials ordered less liquidated damages, if any less advance payments received up to the date of the issue of the certificate and less the percentage to apply to the value of the work not completed, as indicated in the Contract Data. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be recovered from the security deposit, and performance security. If any amount is still left un-recovered it will be a debt payable to the Employer.

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

52. Property

All Materials on the Site, Plant, equipment, Temporary Works, and Works shall be deemed to be the property of the Employer for use for completing balance construction work if the Contract is terminated because of the Contractor's default, till the Works is completed after which it will be transferred to the Contractor and credit, if any, given for its use.

53. Releases from Performance

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

F. Other Conditions of Contract

54. Labor



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

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

55. COMPLIANCE WITH LABOUR REGULATIONS

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

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

56. Drawings and Photographs of the Works

The contractor shall do photography/video photography of the site firstly before the start of the work, secondly mid-way in the execution of different stages of work and lastly after the completion of the work. No separate payment will be made to the contractor for this.

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

57. The Apprentices Act 1961

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

58. Criminals are prohibited from bidding



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Any bidders having **criminal record** is not allowed to participate in the bidding process. Any person who is having criminal cases against him or involved in the **organized crime or gangster activities or Mafia or Goonda or Anti-social activity** are strictly prohibited to participate in the bidding process. If it is established that any bidder has **criminal record, his bid shall be automatically cancelled.**
The bidder has to produced character certificate, Solvency certificate, self-declared affidavit (on the prescribed Performa which is attached with the bid document) etc., issued by the competent authority in original with bid document.

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

59. Library Building and Campus development

Construction, Supply & installation of components in all aspects as required to complete the Library campus. The activities are tentative and indicative

Major component of work –

Replacement of the whole slab,

Dismantle of old Brickwork 300 mm from the slab,

Plaster Work 25%,

Flooring 100%,

Painting, Brick Koba & Flase Ceiling work, etc

Water Supply & Drainage work

Internal Electrification work

Boundary wall 292 m, MS GATE 2 nos. and Drain Along Boundary wall 301 Rm

Approach Roads 4.50 m wide (to be done by operating agency)

Horticulture work etc. (to be done by operating agency)

- 1.1 Designed codes: As per the Latest Relevant BIS Codes to be followed.
1.2 Average Climatic Conditions

S.	parameters	Unit	Range
1.	Average Max./Min. ambient Temperature during the year	°C	35°C Max. & Min. 10°C
2.	Average Relative Humidity during	%	70-80%
3.	Wind Speed (Normal)	m/sec	Max. 5 Min. 1.9
4.	Annual Average Rainfall	mm	Max. 1204
5.	UV Index	m Watt /	Max. 525 & min. 250
6.	Seismic Zone- Agra		V

60. Terms of Payment of Contract Price

As per BOQ

1. ACTIVITY SCHEDULING:

D = Date of issue of work order

Activity	Duration (in days)
Survey and Investigation	D+15

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Preparation of detailed design drawings	D+30
Submission and Approval	D+45
Renovation work/ construction as required – Civil Works	D+90
Finishing work of building including site development (roads, horticulture work, boundary, etc.)	D+120
All interior finishing including lighting, etc. and completion	D+150

Witness

- 1.
- 2.

[Handwritten signature]

[Handwritten signature]
Chief Executive Officer,
Agra Smart City Ltd. (ASCL)

[Handwritten signature]
Mr. Yogesh Bansal,
M/s Konserve Bhaav Forum
(contractor)