

**Supply and Installation of Guard Rails, Metal
Beam Crash Barrier (MBCB) Thrie Type on
Both Sides of Median including MBCB
metallic marker at Yamuna Expressway
Road - 0.00 Km to 165.00 Km from Greater
Noida to Agra, Uttar Pradesh, India**

Vol-II

Special Conditions of Contract (SCC)

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SPECIAL CONDITIONS OF CONTRACT

SECTION – 1

GENERAL

1.0 INTRODUCTION TO THE PROJECT:

Jaypee Infratech Limited (hereinafter referred to as 'JIL') is an Indian infrastructure development company which has developed the Yamuna Expressway and engaged in the development of related real estate projects. JIL a subsidiary of the Jaypee Group, was incorporated on April 5, 2007 as a Special Purpose Vehicle (SPV) to develop, operate and maintain the Yamuna Expressway in the state of Uttar Pradesh, connecting Noida and Agra.

JIL has constructed 165 km long 6 lane Yamuna Expressway project from Noida to Agra on BoT basis and ribbon development on 6,175 acres at five locations along the expressway for commercial, industrial, institutional, residential and amusement purposes, is also being undertaken as an integral part of the project. JIL, since 09.08.2017, was undergoing Corporate Insolvency Resolution Process ("CIRP") in terms of the provisions of the Insolvency & Bankruptcy Code, 2016 ("IBC"). The Hon'ble NCLT, Principal Bench (Delhi) vide its order dated 03.03.2020 approved the Resolution Plan of NBCC (India) Limited with certain modifications. The successful Resolution Applicant (NBCC), objecting to modifications, preferred to file an appeal before the Hon'ble National Company Law Appellate Tribunal ("NCLAT") against the Hon'ble NCLT order dated 03.03.2020.

Hon'ble NCLAT heard the appeal by NBCC on 22.04.2020 and inter alia directed IRP (Mr. Anuj Jain) to form an Interim Monitoring Committee ("IMC") comprising of Interim Resolution Professional, NBCC and three largest lenders of JIL i.e. IDBI Bank Limited, India Infrastructure Limited (IIFCL) and Life Insurance Corporation of India (LIC) which shall remain in place till the disposal of the above appeal.

JIL has constructed 165 km long 6 lane Yamuna Expressway project from Greater Noida to Agra. Yamuna Expressway road has 3 main toll plazas at Jewar at KM 38, Mathura at KM 95 and Agra at KM 150. Yamuna expressway is operational since 2012. Camp offices are established at all 3 main toll plazas for smooth and effective functioning of expressway operations. There are several roadside facilities such as Food & Beverage facility, Fuel Station and Workshops on expressway.

SECTION – 2

SCOPE OF WORK

Bids are being invited from experienced and eligible contractors for the Assignment. The successful Bidder, duly appointed by the JIL for the Assignment, will install Guard Rails, Metal Beam Crash Barriers (MBCB) Thrie Type along the median on both Sides of Yamuna Expressway including metallic markers 165 Km long Stretch Km 0 to Km 165 from Greater Noida to Agra.

2.1 The scope of work shall also include but not limited to the following:

2.1.a Associated civil works:

Installation of MBCB to be done using pile driving machine.

2.1.b Shop Drawings :

All the shop drawings shall be prepared through Autocad System based on Architectural Drawings. Shop drawings shall be submitted for approval within 02 weeks in advance of planned delivery and installation of any material to allow Consultant ample time for scrutiny. No claims for extension of time shall be entertained because of any delay in the work due to his failure to produce shop drawings at the right time, in accordance with the approved program.

2.1.c Project Quality Plan:

The contractor has to submit the project quality plan to client at the time of award of contract to get the approval of the same. The contractor has to work accordingly to maintain the quality of work.

2.1.e Inspection and testing of materials:

The Contractor shall, if so required, produce manufacturers' test certificates of all batches of materials supplied by him. The tests carried out shall be as per relevant Indian Standards and shall be carried out at Government approved test facility as specified by the Engineer in-charge. Testing frequency will be as decided by the Engineer-in-charge and as mentioned in the technical specification.

2.1.f Maintenance during defect liability period:

Complaints: The Contractor shall receive calls for any and all problems experienced under this contract, contractor shall attend to these within 2 hours of receiving the complaints and shall take steps to immediately correct any deficiencies that may exist.

Repairs: Any type of repairing due to poor quality of work or material, need to be repaired by the contractor during the defect liability period. All replacement parts and labour shall be supplied promptly free-of-charge to the Owner.

2.1.g The bidder has to get the design approved from IIT Delhi. All the drawings have to be got vetted by IIT Delhi. The expenditure so on this account shall be borne by the bidder/ contractor.

2.1.h The time line is essence of project and continuous monitoring shall be done by all concerned including JIL.

2.1.i The bidder has to depute sufficient manpower round the clock for one year of defect liability period.

2.1.j Works will be carried out as per latest MORTH specifications, drawings/specifications as mentioned in the tender document wherever mentioned or as per direction of Engineer- In – Charge (EIC) shall be final.

2.1.k The bidder shall comply all the norms of National Green Tribunal/ Central/State Pollution Control Board/Statutory bodies during execution of work.

2.2 COMPLIANCE WITH STATUTES, REGULATIONS AND LAWS

The Contractor shall familiarize themselves and conform in all aspects with:-

- (a) the provisions, their legal interpretation in respect of any enactment and relevant judicial/administrative/quasi-judicial orders in India, as is and/or may become, applicable from time to time, related to or having impact on any aspect affecting the works
- (b) The regulations or bye-laws of any local body and utilities.
- (c) The Contractor shall be bound to give all notices required by statute, regulations or by-laws, as aforesaid and to pay all fees and bills payable in respect thereof. The Contractor will arrange necessary clearances and approvals before the Work is taken up.
- (d) Ignorance of Rules, Regulations and Bylaws shall not constitute a basis for any claim at any stage of work.
- (e) The Contractor shall indemnify the JIL against all penalties and liabilities of every kind of breach of any such enactment, laws, regulations, bye-laws or rules.

SECTION – 3

Additional Conditions

3.1 Statutory Fee Payment

Statutory fees, if any paid to the local bodies/Authorities in connection with the approval of the project / connection of the services/shifting of the services by the contractor shall be reimbursed by JIL on submission of vouchers/ bills / receipts issued by the concerned local bodies/Authorities. The cost of restoration of any services damaged by the contractor during execution shall however be borne by the contractor.

3.2 Guarantee/Warranty

All materials installed shall be guaranteed or warrantied (as per applicability of guarantee/warranty given by the manufacturer) against un-satisfactory performance, material, manufacture, workmanship or installation. The material or component or any part thereof so found defective during the guarantee/warranty period shall be repaired or replaced free of cost to the satisfaction of the Engineer in-charge. In case it is felt by JIL that undue delay is being caused by the contractor in doing this, the same will be got done by JIL at the risk and cost of the contractor. The decision of Engineer-in-charge in this regard shall be final.

3.3 Temporary Barricades & Dust Mitigation measures

- a) The provisions of Ministry of Environment, Forest and Climate Change Notification standards for implementation of dust mitigation measures dated 25th January, 2018 for Construction and Demolition activities shall be followed.
- b) The barricading shall be provided at respective stretches till completion of the work and to be removed as soon as possible after completion of the same at particular stretch for smooth functioning of traffic. The barricading shall include the following without any extra cost:
 - i. Traffic signals during construction at site for day and night, reflective signs, direction boards, marking, glow lamps, marking, caution tape, traffic signage as per requirement, flags, Traffic Marshals etc. as directed by the Engineer-in-Charge.
 - ii. Installation of temporary warning signs/lamps on all barricades during the hours of darkness and kept it lit there at all times during these hours.

- iii. Shifting and re-fixing in position as per the direction of Engineer-in-Charge and all incidentals to execute the job as many times as directed by Engineer-in-Charge.
- iv. Repainting of the barricading after regular interval as directed by Engineer-in-Charge.
- v. Proper maintenance of the barricading till completion of the work by repairing/replacing the damaged barricade.
- vi. The barricades shall be maintained in line and level.
- viii Barricading is also required to be erected by the contractor at his own cost for segregating the area of work.
- ix The barricading work shall be considered as a temporary work and the material used for this purpose will be treated as the Contractor's own property. The barricading shall be dismantled and site to be cleared off / make good on completion of the project or as and when directed by Engineer-in-charge.

3.4 Anti-Smog gun for controlling localized (50 to 75mm) dust

During the period of execution, contractor to provide anti smog guns for controlling the localised dust pollution in respect of compliance of order of Hon'ble Supreme Court of India dated 13.01.2020.

3.5 Disposal of surplus excavated earth/ Soils

The Contractor shall be deemed to have taken into account the quantum of excavation involved and that the surplus excavated earth remaining after use in operations and to be disposed-off by him.

It will be the responsibility of the Contractor to get the permission for yard for dumping the surplus excavated earth from local authority, if required. If any royalty/fee is payable to local authority, such royalty/fee shall also be borne by the Contractor. Disposal shall be carried out strictly as per the regulations of local authority.

The contractor shall store the excavated earth required for operations at his own place other than the project site under his safe custody at his own cost. Thereafter, the earth so stored shall be backfilled at site at the appropriate time. The cost of storage, transportation (to & from site), handling etc. shall be borne by the contractor.

The contractor shall also make his own arrangement for the disposal of the spoils from the works to such place where the same shall not cause nuisance and should be acceptable to the authorities concerned without any cost to JIL.

3.6 House- keeping

- i. Housekeeping is the act of keeping the working environment cleared of all unnecessary waste, thereby providing a first-line of defence against accidents and injuries. General House-keeping shall be carried out by the contractor and ensured at all times at Work Site, Construction Depot, Fabrication Yard, Workshop, Batching Plant, Labour Camp, Stores, Offices and toilets/urinals etc. The contractor shall be responsible to provide segregated containers for disposal of debris at required places and daily cleaning of the same.
- ii. All passageways shall be maintained without any blockages or obstructions.
- iii. All surplus earth and debris shall be removed/ disposed-off from the working areas immediately. Trucks carrying sand, earth and any pulverized materials etc. shall be covered while moving in order to avoid dust or odour impact. The tyres of the trucks leaving the site shall be cleaned with water, wherever the possibility of spillage on carriageways meant for regular road traffic exists.
- iv. No parking of trucks/trolleys, cranes and trailers etc. shall be allowed on roads, which may obstruct the traffic movement.
- v. Roads shall be kept clear and materials like: pipes, steel, sand boulders, concrete, chips and brick etc., shall not be allowed on the roads to obstruct free movement of road traffic.
- vi. Water logging on roads shall not be allowed.
- vii. Proper and safe stacking of material are of paramount importance at fabrication stores, stores and such locations where material would be unloaded for future use. The storage area shall be well laid out with easy access and material stored / stacked in an orderly and safe manner.
- viii. Flammable chemicals, compressed gas cylinders etc. shall be safely stored. Unused/surplus cables, steel items and steel scrap lying scattered at different places within the working areas shall be removed to identified locations(s). All wooden scrap, empty wooden drums and other combustible packing materials, shall be removed from the site.
- ix. The compliance of above provisions are deemed to be included in the quoted amount of the contractor and no claim / payment whatsoever shall be entertained on this account.

3.7 Unforeseeable Difficulties

Except as otherwise specifically stated elsewhere in the Contract:

- a. The Contractor shall be deemed to have obtained all necessary information as to risks, contingencies and other circumstances which may influence or affect the Works;
- b. By signing the Contract, the Contractor accepts total responsibility for having foreseen all difficulties and costs of successfully completing the Works; and
- c. The Contract Price shall not be adjusted to take account of any unforeseen difficulties or costs.