



SERVICES AGREEMENT FOR DESIGN, ENGINEERING, PROCUREMENT AND CONSTRUCTION OF CRICKET

STADIUM AT GANJARI VILLAGE, VARANASI DISTRICT, UTTAR PRADESH ON TURNKEY DESIGN-BUILD

BASIS

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SERVICES AGREEMENT FOR DESIGN, ENGINEERING, PROCUREMENT AND CONSTRUCTION OF CRICKET STADIUM AT GANJARI VILLAGE, VARANASI DISTRICT, UTTAR PRADESH ON TURNKEY DESIGN-BUILD BASIS

THIS AGREEMENT is made between:

- (1) **The Uttar Pradesh Cricket Association** a company registered under section 25 of the companies Act, having its administrative office at 19, Kamla Club, 84/31 Kalpi Road, Kanpur, UP is affiliated to Board of Control for Cricket in India, a society registered under the Tamil Nadu Societies Registration Act 1975 having its headquarters at Cricket Centre, Wankhede Stadium, Mumbai 400 020, India (the “**UPCA**”);

AND

- (2) _____ having its registered office at _____ (the “**Service Provider**”).

WHEREAS:

- (A) UPCA promotes the game of cricket in Uttar Pradesh.
- (B) Being desirous of setting up a Cricket Stadium in all aspects of the game and further, to provide all facilities for their mental and physical development to ensure their holistic development as sportspersons, UPCA issued a Request for Proposal (“**RFP**”) seeking Proposal from reputed professional entities for carrying out the Works (as defined hereinafter) on the Site (as defined hereinafter).
- (C) According to the RFP and based on the representations, warranties and covenants provided by the Service Provider in its Proposal (as defined hereinafter), the Service Provider was declared as the successful interested party by UPCA.
- (D) Accordingly, UPCA is desirous of appointing the Service Provider to provide the Services (as defined hereinafter) and the Service Provider wishes to assume the obligation to provide the said Services to UPCA on the following terms and conditions.

IT IS HEREBY AGREED as follows

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement, the following terms shall, unless the context requires otherwise, have the following meanings:

- (a) **“As-Built Drawings”** means the final set of drawing prepared as per the actual alignment of the constructed structures. These drawings are to be submitted post completion of works in both hard and soft copy to UPCA.
- (b) **“Accepted Contract Amount”** means the total amount set out in Schedule 3 to this Agreement which has been agreed by the Service Provider for delivering the Project on a turnkey design-build basis including the cost of providing the Services. For the avoidance of doubt it is clarified that the Accepted Contract Amount is exclusive of GST.
- (c) **“Affiliate”**, concerning the Service Provider, means any corporation, or other business entity (i) which owns at least 20% of the share capital or equity interest of such party, (ii) in which such party owns at least 20% of its share capital or equity interest, (iii) at least 20% of the shares of which are owned by the parent company of such party, or (iv) which Controls, is Controlled by or under Common Control with such party, and **“Affiliated”** shall be construed accordingly.
- (d) **“Advance Payment”** means the payment made to the Service Provider by UPCA before the start of construction under Clause 26.1 for mobilisation of resources to commence operations.
- (e) **“Agreement”** or **“Contract”** means this Agreement between UPCA and the Service Provider including all the Schedules and Appendices hereto.
- (f) **“Applicable Laws”** shall mean any statute, regulation, circular, ordinance, rule, judgment, notification, rule of common law, order, decree, bye-law, government approval, directive, guideline or any form of a decision of, or determination by, or any interpretation, policy or administration, having the force of law, by any national, state or local agency, ministry, public official, court or other governmental organization having jurisdiction over the matter in question or the performance of any obligations of the Parties’ under this Agreement, whether in effect as of the date of the Agreement or thereafter which are applicable in India, including all applicable rules, regulations and notifications issued by any Government Authority, foreign exchange laws, laws governing environment, health and safety and laws affecting the workforce, and applicable in India and on the respective obligations of the Parties to be performed under this Agreement.
- (g) **“Approved Makes”** shall have the meaning assigned to it in Clause 16.4 of this Agreement and shall, for the avoidance of doubt, include any additional brand(s)/ manufacturer(s) for specific material/ equipment as approved by UPCA under the said Clause 16.4.
- (h) **“UPCA”** has the meaning assigned to it in the description of Parties.
- (i) **“UPCA Conflict of Interest Rules”** shall mean Rules 38 and 39 of the Memorandum of Association and Rules and Regulations of UPCA as amended from time to time. The current UPCA Conflict of Interest Rules is annexed as Schedule 5 to this Agreement.

- (j) **“UPCA’s Personnel”** means all staff, labour, advisors and other employees of the UPCA including but not limited to the Grounds Curators.
- (k) **“UPCA’s PMO Team”** means the project management office team appointed by UPCA for monitoring the Project.
- (l) **“UPCA Identification”** shall mean the names ‘UPCA’, ‘Uttar Pradesh Cricket Association’, ‘Indian Premier League’, ‘IPL’ or the names of any tournaments, series, competitions or events that may be organised by the UPCA, (whether the same are used in conjunction with any related sponsor or otherwise) and any reference thereto as may be approved in advance by the UPCA and any trademarks of UPCA.
- (m) **“Bill of Quantities”** is a document derived from the drawings prepared for the specific project.
- (n) **“Building Approvals”** means the approvals granted by the relevant Government Authorities for construction and occupancy of the Buildings including but not limited to commencement certificate and the approved building/ sanctioned plans from the relevant municipal commissioner, water supply and connection from the Water Supply and Sewage Board, electricity supply and connection from the State Electricity Board and clearances from the Fire Services Department, Ministry of Environment, Forest and Climate Change, Ministry of Civil Aviation, Pollution Control Board or other regulatory bodies as well as all other approvals required from any Government Authority concerning the Project, including for use of the Project as per scope.
- (o) **“Buildings”** shall mean all structures to be built on the Site concerning the Project.
- (p) **“Business Day”** or **“Working Day”** means a day (other than a Sunday) on which banks are open for business in Kanpur, UP.
- (q) **“Change of Scope”** shall have the meaning assigned to it in Clause 20 of this Agreement.
- (r) **“Change of Scope Order”** shall have the meaning assigned to it in Clause 20 of this Agreement.
- (s) **“Commencement Date”** shall have the meaning assigned to it in Clause 10.2 of this Agreement.
- (t) **“Completion Certificate”** shall have the meaning outlined in Clause 18.4 of this Agreement;
- (u) **“Confidential Information”** includes all information in whatever form and however stored (including, without limitation, written, visual or electronic) relating directly or indirectly to or in connection with and relevant to the UPCA, the Site, the Services and the Project, including, without limitation, all information that is exchanged between the Parties and pertains to any analysis, business or strategic plans, compilations, studies, designs, drawings, elevations, area statements, calculations, data, reports, interpretations, projection, forecast, records, notes, copies, excerpts, memoranda document, or other material (in whatever form maintained, whether documentary, computerized or otherwise).
- (v) **“Construction Completion Date”** means the date on which the Completion Certificate is issued by UPCA to the Service Provider which is not later than 30 months from the

- Effective Date.
- (w) **“Construction Period”** means the period from the Effective Date till the Construction Completion Date.
- (x) **“Contract Price”** means the Accepted Contract Amount, as adjusted from time to time under this Agreement.
- (y) **“Control”** means (i) the ownership (directly or indirectly) of more than fifty percent (50%) of the issued share capital or partner’s interest in the partnership or other voting rights of such entity; or (ii) the possession of the power to direct the management and policies of such entity; or (iii) the power to appoint a majority of the directors, managers, partners or other individuals exercising similar authority with respect to such Person by virtue of ownership of voting equity securities or management or contract or in any other manner, whether directly or indirectly, including through one or more other entities, and **“Controls”, “Controlled”, “Controller”** and **“under Common Control with”** shall be construed accordingly and a **“Change of Control”** shall *inter alia* occur if (i) a person who Controls another person ceases to do so; or (ii) a different person acquires Control of such other person; or (iii) any person acquires Control of another person in circumstances where no person previously Controlled such other person.
- (z) **“Defect”** or **“Snag”** means any defect or deficiency in the Works (or any part thereof) which do not conform to the Specifications and **“Defective”** shall be construed accordingly.
- (aa) **“Defects Liability Period”** shall have the meaning assigned to it in Clause 21 of this Agreement.
- (bb) **“Design Basis Report”** means the report to be prepared by the Service Provider to identify and record all the provided inputs, analysis and design considerations to an acceptable probability where the structures that are being designed will perform satisfactorily during the lifespan considered for the buildings, which report shall also provide basic assumptions, specifications, criteria, logic, considerations and compatible with the architectural intent and compliant with the Bureau of Indian Standards, National Building Code(s) and other applicable norms.
- (cc) **“Design Schedule”** shall have the meaning assigned to it in Clause 10.3 and shall also include any resubmitted Design Schedule approved by UPCA under Clause 10.7.
- (dd) **“Designs”** shall include the Initial Concept Designs, Master Architectural Plan, Design Basis Report and Detailed Designs.
- (ee) **“Detailed Designs”** shall have the meaning assigned to in Paragraph 2.3 of Schedule 1 to this Agreement.
- (ff) **“Document”** or **“Documentation”** means documentation in printed or written form, or in tapes, discs, drawings, computer programmes, writings, reports, photographs, films, cassettes, or expressed in any other written, electronic, audio or visual form.
- (gg) **“Drawings”** means the drawings of the Project and Buildings and any additional and modified drawings prepared by the Service Provider and approved by UPCA under this Agreement.

- (hh) **“Effective Date”** means the date of issuance of Letter of Award (LOA) or the date on which ‘Environmental Clearance’ and ‘Consent to Establish’ are obtained from the competent authority, whichever is later.
- (ii) **“Emergency”** means a condition or situation that is likely to endanger the safety or security of the individuals on or about the Project, including users thereof, or which poses an immediate threat of material damage to any of the Works.
- (jj) **“Extension of Time”** or **“EOT”** shall have the meaning outlined in Clause 10.13 of this Agreement.
- (kk) **“Facilities”** shall mean the amenities, accommodation and equipment’s as listed in Schedule 2 to this Agreement and any additional amenities, accommodation and equipment’s as mentioned in the Proposal submitted by the Service Provider. All facilities listed shall require preparation of Initial Concept Designs, Master Architectural Plan, Design Basis Report, Technical Specification, Detailed Design, As-Built Drawings and Construction Works.
- (ll) **“Force Majeure”** or **“Force Majeure Event”** shall have the meaning ascribed to it in Clause 28 of this Agreement.
- (mm) **“Good Industry Practice”** means adherence to a standard of practice which includes the exercise of a reasonable professional degree of skill, care, diligence, prudence and foresight which would be expected of a service provider who is competent, experienced and qualified in providing the Services and constructing the Project to achieve the requirements of the Agreement.
- (nn) **“Government Authority”** means the President of India, the Government of India, the Governor and the government of any State in India, any ministry, department, board, authority, instrumentality, agency, corporation, commission or entity (acting in an executive, legislative, judicial, regulatory or administrative capacity) under the direct or indirect control of the government or any political subdivision of any of them or owned or controlled by the government of their subdivisions, or any court, tribunal or judicial body and any other local body or other authority exercising powers conferred by law.
- (oo) **“Grounds Curator”** means personnel appointed by the UPCA, who will provide direction on, *inter alia*, the topography of the cricket grounds, type of soil, clay content on the pitch, assessment of weather conditions and moisture levels and pitch preparation. The Service Provider will act under the instructions of the Grounds Curator. However, the Service Provider will retain responsibility for the Services.
- (pp) **“Group”** shall mean a group of companies all of which are under the same management and include all Affiliates of the said companies. The ultimate parent company of the Bidder and all enterprises whose accounts are consolidated on a line by line basis in such ultimate parent company’s audited financial statements shall also form part of the Group. Provided that, 2 (two) bodies corporate shall be deemed to be under the same management:
- (1) if the managing agent, secretaries and treasurers, managing director or manager of the one body, or where such managing agent or secretaries and treasurers are a firm, any partner in the firm, or where such managing agent or secretaries and treasurers are a private company, and director of such

- company, is: (a) the managing agent, secretaries and treasurers, managing director or manager of the other body; or (b) a partner in the firm acting as managing agent or secretaries and treasurers of the other body; or (c) a director of the private company acting as managing agent or secretaries and treasurers of the other body; or
- (2) if a majority of the directors of the one body constitute, or at any time within the 6 (six) months immediately preceding constituted, a majority of the directors of the other body; or
 - (3) if not less than one-third of the total voting power for any matter relating to each of the 2 (two) bodies corporate is exercised or controlled by the same individual or body corporate; or
 - (4) if the holding company of the one body corporate is under the same management as the other body corporate within the meaning of clause (i), clause (ii) or clause (iii) above; or
 - (5) if one or more directors of the one body corporate while holding, whether by themselves or together with their relatives, the majority of shares in that body corporate also hold, whether by themselves or together with their relatives, the majority of shares in the other body corporate.
- (qq) **“GST”** means Goods and Services Tax.
- (rr) **“Indian Green Building Council”** is a part of the Confederation of Indian Industry (CII) was formed in the year 2001. The vision of the council is, "To enable a sustainable built environment for all and facilitate India to be one of the global leaders in the sustainable built environment by 2025". The council offers a wide array of services which include developing new green building rating programmes, certification services and green building training programmes.
- (ss) **“Initial Concept Designs”** shall have the meaning assigned to it in Paragraph 2.3 of Schedule 1 to this Agreement.
- (tt) **“Insolvency Event”** means, in respect of a Person: (i) an administrator being appointed to the Person; (ii) an application being made to a court for an order to appoint a receiver, provisional liquidator, trustee in bankruptcy or analogous person to the Person or any of the Person’s property; (iii) an appointment of the kind referred to in paragraph (ii) being made (whether or not following a resolution or application) under Applicable Laws including under the Insolvency and Bankruptcy Code, 2016; (iv) the holder of a lien or any agent on its behalf, appointing a receiver or taking possession of any of the Person’s property; (v) an application being made to a court or an Adjudicating Authority (as defined under the Insolvency and Bankruptcy Code, 2016) for an order for its winding up or insolvency or bankruptcy; (vi) an order being made, or the Person passing a resolution, for its winding up or insolvency or bankruptcy; (vii) the Person: (a) suspending payment of its debts, ceasing (or threatening to cease) to carry on all or a material part of its business, stating that it is unable to pay its debts or being or becoming otherwise insolvent; or (b) being unable to pay its debts or otherwise insolvent; (viii) the Person taking any step toward entering into a compromise or arrangement with, or assignment for the benefit of, any of its members or creditors; (ix) a court or an Adjudicating Authority (as defined under the Insolvency and Bankruptcy Code, 2016) or other authority enforcing any judgment or order against the Person for the payment of money or the recovery of any property; or (x) any analogous event under the laws of any applicable jurisdiction; other than as part of a solvent reconstruction, amalgamation, merger or consolidation.

- (uu) **“Intellectual Property”** means all patents, trademarks, service marks, logos, get- up, trade names, internet domain names, rights in designs, blueprints, programmes and manuals, drawings, copyright (including rights in computer software), database rights, semi-conductor, topography rights, utility models, rights in know-how and other intellectual property rights, in each case whether registered or unregistered and including registration applications, and all rights or forms of protection having equivalent or similar effect anywhere in the world.
- (vv) **“Key Staff”** shall have the meaning assigned to it Clause 5.21 of this Agreement and shall, for the avoidance of doubt, include any replacement approved by UPCA under the said Clause 5.21.
- (ww) **“Land Lease Agreements”** means the lease deed for the land allotted for stadium.
- (xx) **“Master Architectural Plan”** shall have the meaning assigned to it in Paragraph 2.3 of Schedule 1 to this Agreement.
- (aaa) **“Nominated Sub-Contractor”** means the specialized sub-contractors appointed by Service Provider after taking necessary approval from UPCA for successful completion of the project.
- (bbb) **“Owner”** shall mean any person who is the ultimate Controller of the Service Provider.
- (ccc) **“Party”** or **“Parties”** means the UPCA or the Service Provider, as the context requires.
- (ddd) **“Performance Bank Guarantee”** means an irrevocable and unconditional bank guarantee, in the format prescribed in Schedule 4 hereto, payable on demand issued by a bank in favour of UPCA for guaranteeing the due performance of the obligations of the Service Provider under this Agreement.
- (eee) **“Person”** or **“person”** means an individual, sole proprietorship, firm.
- (fff) **“Plant and Equipment”** means the apparatus and machinery intended to form or forming part of the Works of the Project.
- (ggg) **“Project”** shall mean the construction of a Cricket Stadium on the Site.
- (hhh) **“Project Milestone”** shall mean each of the milestones set out in Schedule 6 to this Agreement.
- (iii) **“Proof Consultant”** means the consultant appointed by UPCA who verify works as per drawings, specifications, IS code, etc.
- (jjj) **“Proposal”** shall mean all of the documents submitted to the UPCA by the Service Provider in response to the RFP.
- (kkk) **“Provisional Taking-Over Certificate”** shall have the meaning assigned to it in Clause 18.2 of this Agreement.
- (III) **“Quality Assurance Program “or “QAP”** shall have the meaning outlined in Clause 12 of this Agreement.

- (mmm) “**Records**” means documentation of facts that include normal and customary documentation of facts or events for industry, specific deliverables as designated, emails determined to be “records” because of the business or litigation purpose, any records documenting legal, regulatory, fiscal, or administrative requirements.
- (nnn) “**RFP**” shall mean the document titled Request for Proposal for Provision of Master Planning, Design and Implementation Services concerning the Cricket Stadium at Ganjari Village, Varanasi District, Uttar Pradesh published by UPCA inviting third parties to submit Proposal to be appointed to provide the Services.
- (ooo) “**Scope of Services**” shall mean the Services as mentioned in Clause 2 of this Agreement read with Schedule 1 hereto.
- (ppp) “**Service Provider**” has the meaning assigned to it in the description of Parties.
- (qqq) “**Services**” shall mean the services to be performed by the Service Provider (and/or any Sub-Contractor) under this Agreement.
- (rrr) “**Site**” or “**Project Site**” means lands comprising of plot numbers Area admeasuring 101172 square meters as per the Topography Report (approximately 25 acres) situated at Ganjari Village, Varanasi District, UP.
- (sss) “**Specifications**” means the agreed-upon quantitative and qualitative standards with which the Project will comply upon completion of construction provided by the Service Provider and approved by UPCA during the Project. Upon being approved by UPCA, the Specifications will form part of this Agreement and be appended as Appendix A hereto.
- (ttt) “**Sub-Contractor**” means any person or persons to whom a part of the Construction Works has been sub-contracted by the Service Provider under the terms of this Agreement and the permitted legal successors in title to such person, but not an assignee to such person.
- (uuu) “**Taxes**” include GST, income tax, the value-added tax applicable in the States of Uttar Pradesh, excise duty, entry tax, octroi and other taxes, levies, and duties applicable to the provision of Services under the Agreement.
- (vvv) “**Technical Specification**” shall mean a set of documented requirements to be satisfied by a material, in terms of design and functional requirements.
- (www) “**Term**” shall have the meaning assigned to it in Clause 3 of this Agreement.
- (xxx) “**Termination**” means the expiry or earlier termination of this Agreement.
- (yyy) “**Third Party Contractor**” shall mean any third-party contractors and/or vendors appointed directly by UPCA concerning the Project.
- (zzz) “**Works**” or “**Construction Works**” means all works including survey and investigation, design, engineering, procurement, construction, plant, materials, temporary works and other things necessary to complete the Project under this Agreement.

1.2 Unless the context of this Agreement otherwise requires:

- (a) Words using the singular or plural number also include the plural or singular number,

respectively;

- (b) Words of any gender are deemed to include the other gender; and
 - (c) Reference to the word “include” shall be construed without limitation.
- 1.3 The terms “hereof”, “herein”, “hereby”, “hereto” and derivative or similar words refer to this Agreement or the specified Clauses of this Agreement, as the case may be.
 - 1.4 The term “Clause” refers to the specified Clause(s) of this Agreement.
 - 1.5 Reference to any legislation or law or any provision thereof shall include references to any such legislation or law as it may, after the date hereof, from time to time, be amended, supplemented or re-enacted, and any reference to a statutory provision shall include any subordinate legislation made from time to time under that provision.
 - 1.6 A reference to a “Party” to any document includes that party’s successors, executors and permitted assigns.
 - 1.7 All references to this Agreement or any other Agreement, deed, document, schedule or appendix shall include a reference to this Agreement, or such other Agreement, deed, document, schedule or appendix as may be amended, modified, supplemented, novated and/or restated from time to time.
 - 1.8 The headings and titles herein are used for the convenience of reference only and shall not affect the construction of this Agreement.
 - 1.9 Any word or phrase defined in the body of this Agreement as opposed to being defined in Clause 1.1 above shall have the meaning assigned to it in such definition throughout this Agreement unless the contrary is expressly stated or the contrary appears from the context.
 - 1.10 Where the UPCA is required to exercise a discretion, such discretion is an absolute discretion and does not need to be exercised for the benefit of the Service Provider or the Service Provider’s personnel.
 - 1.11 Unless specified otherwise, a reference to Service Provider’s obligations includes corresponding obligations of the relevant Service Provider’s personnel.
 - 1.12 Any covenant under this Agreement by the Service Provider not to do any act or thing shall be deemed to include an obligation not to permit or suffer such act or thing to be done and to use its reasonable endeavors to prevent such act or thing being done by its employees, officers, servants, and authorized agents.
 - 1.13 The documents constituting this Agreement are to be taken as mutually explanatory of one another. If there is any ambiguity or discrepancy between such documents, the order of precedence should be determined during the course of work subject to requirements of the UPCA and would be mutually discussed and agreed upon by all stakeholders.
 - 1.14 Any discrepancy between the documents shall be immediately brought to the notice of UPCA and UPCA’s PMO Team by the Service Provider.
 - 1.15 If there are discrepancies in the rates quoted by the Service Provider in figures and words, the rate quoted in words shall prevail.

- 1.16 All errors in extensions or computing the amounts and totalling shall be corrected as per the instructions of UPCA and/or UPCA's PMO Team and the Service Provider shall not be entitled to any EOT or compensation due to such correction.

2. SCOPE OF SERVICES

- 2.1 The UPCA hereby appoints the Service Provider to provide the Services during the Term and the Service Provider hereby agrees to provide such Services under this Agreement.
- 2.2 Subject to terms and conditions set out in this Agreement, the Service Provider shall deliver the Project on a turnkey design-build basis by: (a) providing Designs, Drawings and Specifications within the timelines as approved by the Grounds Curator, UPCA's PMO Team and UPCA; (b) procuring the relevant raw material under the Designs, Drawings and Specifications; and (c) carrying out the construction of the Project as approved by UPCA on the Site under the Scope of Services set out in Schedule 1 to this Agreement.
- 2.3 Notwithstanding anything contained elsewhere in this Agreement, all Services, functions or responsibilities not specifically described in the Agreement but which are inherent, necessary, customary or ancillary to the Services to be provided by the Service Provider and are required for the Facilities to become fully operational and fit for use, shall be deemed to be included within the scope of the Services to be provided by the Service Provider as if such Services, functions or responsibilities were specifically required and described in this Agreement.
- 2.4 The Facilities shall, without limitation, include cricket grounds encompassing practice pitches and match surfaces (including synthetic and turf surfaces), practice nets, and associated pavilion and related infrastructure, grass embankments for spectators, dressing rooms, umpire rooms, gymnasium, swimming pool, and bio-mechanics facilities and on-site infrastructures such as internal road networks, lighting, firefighting systems, security cabins, landscaping and other ancillary systems required for such facilities, and other facilities suitable for a world-class cricket Stadium which will match or exceed facilities available at the most advanced and sophisticated cricket Stadium in the world. A list of the facilities in which UPCA is desirous of getting developed as part of the Project is set out in Schedule 2 to this Agreement. However, the Service Provider shall be bound and obligated to ensure that the Facilities include all such facilities as were indicated as part of the Proposal.
- 2.5 The Works shall involve preparation of Initial Concept Designs, Master Architectural Plan, Design Basis Report, Detailed Design, Technical Specifications, As-Built Drawings and Construction Works for the facilities listed as given in Schedule 2 of this Agreement. All facilities shall require preparation of the drawings for finishing works, interior works, electrical works, plumbing works, HVAC works, firefighting works, etc.
- 2.6 The Service Provider shall prepare the Designs using a design methodology which fulfils the Design Guidelines for Broadcasting, IT & Internet and Cricket Grounds and Practice Pitches as given in Appendix D of the RFP and also strictly adhere to the Design Requirements for Cricket Grounds and Practice Pitches as given in Appendix F of this Agreement.
- 2.7 The Service Provider shall optimize the architectural intent, design requirement after satisfying the requirements of all facilities as given in Schedule 2 of this agreement.

3. TERM

- 3.1 The Term of this Agreement shall commence from the Effective Date and shall conclude on the date that the UPCA confirms that the Service Provider has provided all the Services to the facilities listed in schedule-2 of this agreement i.e., when the UPCA issues the Completion Certificate.

4. CONTRACT PRICE

- 4.1 As on the Effective Date, the Contract Price shall be the Accepted Contract Amount and the Contract Price shall be subject to any escalation under Clause 38.10 below.
- 4.2 The Contract Price shall be inclusive of all taxes, duties, levies and any work contract tax liability but excluding GST.
- 4.3 The Service Provider shall submit to UPCA and UPCA's PMO Team, on or before the Effective Date, a proposed breakdown of each lump sum price in respect of the execution and delivery of the Project. UPCA and/or UPCA's PMO Team and/or Proof Consultant may consider the said breakdown when preparing Payment Certificate (as defined in Clause 26.2) but shall not be bound by the same.
- 4.4 The Service Provider shall be responsible for executing the work in accordance to the approved Concept Design and applicable regulatory compliances and any incidental works required to comply with the same shall be the Service Provider's responsibility to UPCA.
- 4.5 The Contract Price is subject to the standard of measurement or evaluation applicable to the Services similar to the Services provided by the Service Provider and as per relevant Central Public Work Department/ PWD /"Industry Benchmarking" rates, wherever applicable will be considered for finalization of the rates for the additional items not considered in the scope of work. UPCA shall give notice to the Service Provider of any proposed rate for such additional item including the date from which such rate for such additional item shall be effective. The Service Provider shall notify UPCA of its acceptance or rejection of the proposed rate for such additional items within 15 (fifteen) Working Days from receipt of such notice. If the Service Provider does not give such notification to UPCA within the said period, such proposed rate for additional item shall be deemed to have been accepted by the Service Provider and invoices shall be adjusted accordingly. If the Service Provider rejects a proposed rate for additional item, the matter shall be resolved under the dispute resolution mechanism contained in this Agreement.
- 4.6 The Service Provider warrants that it has satisfied itself as to the correctness and sufficiency of the Accepted Contract Amount and has based the Accepted Contract Amount on the data, interpretations, necessary information, inspections, verification, examinations and satisfaction as to all relevant matters set out in the RFP and this Agreement.
- 4.7 Unless otherwise stated in this Agreement, the Accepted Contract Amount covers all the Service Provider's obligations under this Agreement and all things necessary for the proper execution and completion of the Services, delivery of the Project and the remedying of any Defects.

5. SERVICE PROVIDER'S GENERAL OBLIGATIONS & UPCA'S GENERAL OBLIGATIONS

Service Provider's General Obligations

- 5.1 The Service Provider shall provide the Services and deliver the Project in accordance with this Agreement and in accordance with the directions of and to the satisfaction of UPCA, UPCA's PMO Team and Grounds Curator and shall remedy any Defects in the Designs, Specifications and Works. The Service Provider shall comply with and adhere strictly to UPCA's instructions and directions on any matter whether mentioned in this Agreement or not, touching or concerning the Services.
- 5.2 The Service Provider shall design the Facilities in a manner such that it has minimal adverse impact on the environment. Given the water scarcity in the area, the Service Provider shall ensure that adequate measures for groundwater storage, opportunities of using treated effluent water, planting trees and efficient use of resources are incorporated as part of the Facilities. The Service Provider shall design the facilities ensuring that it is energy efficient, water efficient, material efficient, environmentally friendly and adopt practices enshrined by the Indian Green Building Council.
- 5.3 The Service Provider shall ensure that the Designs and the eventual construction of the Facilities with sustainable construction practices and should optimize the availability of open green spaces. The Facilities must be green with wicker fences, grassy embankments, flowering trees and other such components to give the place a pleasing landscape.
- 5.4 The Service Provider shall exercise the utmost good faith in the performance of this Agreement. Any consent or approval granted by the UPCA, UPCA's PMO Team, Proof Consultant or any of the UPCA's Personnel relating to the Designs and the Services of the Service Provider shall not absolve the Service Provider of its fiduciary obligations towards the UPCA arising out of this Agreement under Applicable Laws.
- 5.5 The Service Provider shall observe and comply with any forms and procedures developed by UPCA and/or UPCA's PMO Team from time to time. The Service Provider shall consult with UPCA and/or Grounds Curator in relation to the Designs and Construction Works of the project.
- 5.6 Before commencement of any construction by the Service Provider on the Site, the Service Provider shall correlate all relevant and verify the contents of the Designs, Drawings, Specifications and information and satisfy itself that the information available therein is complete, unambiguous and without any discrepancies.
- 5.7 The Service Provider shall be fully and solely responsible for the acts, omissions or defaults of any Sub-Contractor and Service Provider's personnel in the same way as the Service Provider shall be responsible for its acts, omissions and defaults.
- 5.8 The UPCA shall in no circumstances be liable to the Service Provider for the acts, omissions or defaults of any Sub-Contractor and shall not be entitled to the payment or discharge of any additional cost, expense or liability which may be incurred by the Service Provider as a consequence of a failure by the Sub-Contractor to perform their obligations.
- 5.9 The Service Provider shall coordinate and cooperate with UPCA, UPCA's PMO Team, Proof Consultant, Grounds Curator and the Third-Party Contractors, if any, in providing the Services, and delivery of the Project. The Service Provider will make necessary arrangements for site

office for UPCA's PMO team, Proof Consultant and other UPCA's representatives. The Service Provider shall provide an office space on the Site having an seating capacity of 5 (five) staff members each of UPCA, UPCA's PMO and the Proof Consultant (i.e., 15(fifteen) staff members in total),and 1 (one) cabin for UPCA Senior Officials.

- 5.10 The Service Provider shall co-operate with the UPCA to achieve maximum tax efficiency for the UPCA in respect of all transactions necessary or contemplated under this Agreement.
- 5.11 The Service Provider shall perform all of its obligations hereunder in compliance with all Applicable Laws including without limitation the Building Approvals, the Land Lease Agreements, and the Building Bye-Laws, 2003 and with all policies, procedures and other instructions of UPCA will be notified in writing, as may be amended from time to time in UPCA's sole discretion.
- 5.12 The Service Provider shall implement policies, procedures, training and guidelines to ensure compliance with Applicable Laws.
- 5.13 The Service Provider shall not engage in any assignment or undertaking which would conflict with or prejudice its ability to carry out its duties and obligations under this Agreement.
- 5.14 The Service Provider shall ensure that it does not have any conflict of interest in terms of the UPCA Conflict of Interest Rules and, in any event, forthwith notify UPCA if it has any such conflict of interest.
- 5.15 The Service Provider shall ensure that it has and shall, throughout the Term, have the requisite equipment, expertise and manpower required to provide the Services in accordance with the terms and conditions of this Agreement and as contemplated by the RFP together with the Proposal.
- 5.16 Records required to be maintained by the Service Provider shall include without limitation documentation of the Service Provider's processes, procedures and controls for quality assurance, quality control, document retention, personnel training, compliance with legal requirements, handling of customer complaints and such other documentation necessary to establish the Service Provider's compliance with the requirements of this Agreement (including without limitation the representations and warranties set out in Clause 30 below).
- 5.17 During regular business hours, UPCA may, at its sole expense, perform a confidential audit of the Service Provider's operations as they pertain to the Services and delivery of the Project under this Agreement. Such audits shall be conducted on a mutually agreed upon date (which shall be no more than ten (10) Working Days after UPCA's written notice of the time, location and duration). UPCA will provide the Service Provider with a summary of the findings from the report prepared in connection with any such audit and discuss results, including any remediation plans. If audit results find the Service Provider is not in substantial compliance with the requirements of this Agreement, then UPCA shall be entitled, at the Service Provider's expense, to perform up to two (2) additional such audits. The Service Provider agrees to promptly act at its expense to correct those matters or items identified in any such audit that require correction. Failure to correct such matters shall be considered a material breach of this Agreement.
- 5.18 Unless the Parties otherwise agree in writing, all Services and delivery of the Project under this Agreement shall be processed and/or provided, whether in part or whole, by the Service Provider, the Service Provider's personnel and/or its Sub-Contractors on and from a location or locations approved by UPCA, all subject to and in compliance with Applicable Laws. The Service Provider

shall not relocate the provision of Services and delivery of the Project or any part of it to another jurisdiction without UPCA's prior written consent. Any such request for relocation shall be granted, denied or granted with conditions in UPCA's sole discretion. The Service Provider shall remain responsible for compliance with all its obligations under this Agreement for any such relocated Services and delivery of the Project and shall ensure that any such relocation does not adversely affect UPCA or its affiliates. Any such relocation shall be at the Service Provider's sole expense and for the Service Provider's account, and UPCA shall not be responsible for any such expenses incurred, including without limitation any additional tax or withholding liability imposed on the Service Provider, and including without limitation, any increased operational costs of UPCA. In no event shall UPCA be responsible for increases in the Service Provider's charges or costs based upon any such relocation. The Service Provider shall be responsible for complying with all laws for its relocation effort and the provision of Services and delivery of the Project from the site to which such Services are relocated.

5.19 The Service Provider shall, during the Term:

- (a) in providing the Services, act with all such diligence, professionalism and care as would be expected of a prestigious organisation providing services;
- (b) meet and co-operate with the UPCA insofar as the UPCA always deems necessary in connection with the provision of the Services and act in the best interests of the UPCA;
- (c) comply with the instructions of the UPCA in connection with the provision of the Services;
- (d) comply with all its obligations fully and in a timely fashion (time being of the essence regarding the provision of the Services);
- (e) keep the UPCA informed in writing promptly upon request about any information required by the UPCA in relation to the provision of the Services and immediately inform the UPCA in writing of any problem errors, omissions and shortcomings of whatsoever nature or dispute of any kind in relation to the Services or their provision;
- (f) make available personnel in such numbers and of such qualifications, experience and competence as are necessary to carry out the Services (and ensure that such persons are allocated solely to providing the Services) and keep UPCA updated on the list and resumes of the Service Provider's key personnel and creative staff engaged in carrying out the Services;
- (g) exercise requisite control and supervision over its personnel in the course of rendering the Services and be solely responsible and liable for its personnel and their conduct;
- (h) ensure that it obtains all relevant visas and other licenses for its personnel involved in the provision of the Services and shall maintain adequate insurance cover for its staff/personnel which shall include without limitation insurance in respect of personal accident and death and the UPCA shall not accept any liability of any kind in relation to any persons used by the Service Provider to provide the Services or otherwise in connection with this Agreement;
- (i) not commit, cause or permit any illegal act or activity in the course of the Services and shall at all times comply with all Applicable Laws in the provision thereof;

- (j) provide adequate supervision to ensure the correct performance of the Services by its executives /employees;
- (k) at all times act in good faith and in the UPCA's best interests in providing the Services;
- (l) keep UPCA informed regularly (and promptly upon request) of all activities carried out by it in connection with the Services and shall, as soon as reasonably practicable, notify the UPCA in writing of any significant matter or occurrence in relation thereto;
- (m) not make any derogatory or disparaging remarks about the UPCA, any Indian Premier League franchisee or team or any of the officers, officials or employees of the UPCA or any Indian Premier League franchise or team;
- (n) ensure that one senior relationship manager is available to meet with the UPCA to review the provision of the Services every week or such other frequency as may be required by the UPCA from time to time; and
- (o) not incur any liability on the UPCA's behalf nor in any way seek to commit the UPCA to any obligation, save to the extent otherwise provided for in this Agreement.

5.20 The Service Provider acknowledges and agrees that none of the persons used by it in relation to the provision of the Services is or shall become (whether in connection with their involvement in the provision of the Services or otherwise) employees of the UPCA and if for any reason any such person claims to be or it is decided by any competent authority that such person is an employee of the UPCA then the Service Provider shall indemnify the UPCA and keep the UPCA indemnified from and against all costs, claims, liabilities, expenses and obligations of any kind (including reasonable professional fees) arising out of or in connection with any such claim or decision.

5.21 **Key Staff**

- (a) It is agreed that the Service Provider's key staff ("**Key Staff**") for the provision of the Services shall be as listed in the Proposal. The said list shall form part of this Agreement and be appended as Appendix C hereto. The Key Staff mentioned should be exclusively available for the Project and shall not be shared with another project of the Service Provider.
- (b) The Service Provider undertakes to notify UPCA as soon as reasonably practicable if any of the Key Staff ceases or is to cease to be employed by it and/or otherwise ceases or is to cease to perform his/ her respective role and/or functions.
- (c) Any replacement for any of the Key Staff must be of equivalent or superior expertise and experience in the relevant role and function, and no replacement may be appointed unless the Service Provider has obtained the prior written approval of UPCA, which UPCA shall not unreasonably withhold, delay or condition, and pending UPCA approval of any replacement, the Key Staff must remain in service and working on the Services, unless UPCA and the Service Provider agree (acting reasonably) in advance, that it would either be impracticable or inappropriate.
- (d) If UPCA rejects a replacement, the Service Provider shall propose an alternative replacement under Clause 5.21(c) above within 30 days of receipt of notice of such rejection from UPCA.
- (e) The Parties shall review the performance of any replacement approved by UPCA under

Clause 5.21(c) above after 1 (one) month. If UPCA maintains its approval of such replacement, which again UPCA will not unreasonably withhold, delay or condition, as notified to the Service Provider in writing, then the replacement shall be deemed to be a Key Staff from the date of such approval being notified by UPCA. If UPCA does not maintain its approval, the procedure set out in Clause 5.21(d) above shall be followed.

- 5.22 The Service Provider shall find a suitable area inside the premises basis its master plan for setting up temporary Site Office, stores, godowns, precast yard/casting yard, fabrication yard, batching plant, labour camp. However, the Service Provider shall take necessary approvals from the relevant authorities for setting up of the above requirements at its own cost.

UPCA's General Obligations

5.23 **Access to Land**

UPCA will provide the Service Provider free of charge access to the land identified for construction.

5.24 **Change in Applicable Law**

If, after the date of this Agreement, there is any change in the Applicable Law for taxes and duties which increases or decreases the cost incurred by the Service Provider in performing the Services, then the remuneration otherwise payable to the Service Provider under this Agreement shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts.

6. ACCESS TO AND SECURITY AT SITE

- 6.1 UPCA hereby grants the Service Provider a licence to enter and work upon such portions of the Site, at such time (or times) as may be reasonably necessary for the Service Provider to provide the Services and execute the Project.
- 6.2 The Service Provider acknowledges that UPCA has made available to the Service Provider all information concerning the Site and that the Service Provider has, before the Commencement Date, conducted all surveys and inspections as are required for performance and delivery of obligations under this Agreement and for providing the Services.
- 6.3 The Service Provider warrants that it has obtained all necessary information as to risks, contingencies and other circumstances which may influence or affect the Services and delivery of the Project. The Service Provider warrants that it has inspected, examined and verified the Site, its surroundings, the above data and other available information, and has been satisfied before the Proposal was submitted as a response to the RFP, as to all relevant matters, including (without limitation):
- (a) the form, nature and location of the Site, including sub-surface conditions and surroundings;
 - (b) the extent and nature of the work and goods necessary for the execution and provision of the Services and delivery of the Project and the remedying of any Defects;
 - (c) the local laws, procedures and labour practices of Varanasi, India; and
 - (d) the Service Provider's requirements for access, personnel, power, transport, water and other services.
- 6.4 Until the issuance of Taking Over Certificate (as defined in Clause 18.1) by UPCA, the Service Provider shall maintain a round-the-clock vigil over the Project Site and shall ensure and procure that no encroachment thereon takes place. During the Construction Period, the Service Provider shall barricade the site with metal sheet barricading or any other suitable material and protect the Project Site from any occupations, encroachments or encumbrances, and shall not place or create nor permit any Sub-Contractor or other person claiming through or under the Service Provider to place or create any encumbrance or security threat over all or any part of the Project Site or the Works, or on any rights of the Service Provider therein or under this Agreement, save and except as otherwise expressly outlined in this Agreement. In the event of any encroachment or occupation on any part of the Project Site, the Service Provider shall report such encroachment or occupation forthwith to UPCA and undertake its removal at its own cost and expenses.
- 6.5 The Site shall be access controlled. The Service Provider shall be responsible for implementing access control for the security and safety of the Site during the entire Construction Period and keeping unauthorized persons off the Site. The Parties agree that the following persons shall be authorized to be present on the Site: (i) employees of the Service Provider as registered in the Service Provider's employee register which is to be kept at the Site; (ii) employees of its Sub- Contractor (if any) as registered in the Sub-Contractor's employee register which is to be kept at the Site; and (iii) UPCA, UPCA's PMO Team, Proof Consultant and their respective officers/ employees.
- 6.6 The Service Provider shall be responsible for the security and safety of the materials at the Site. The Service Provider shall ensure zero pilferage, theft or damage of the materials. Suitable insurance shall be taken by the Service Provider to offset the risks due to fire, theft and damage to materials due to any cause. Should there be any kind of damage or theft due to any reason, UPCA shall not be held responsible for the same. The Service Provider shall adhere to all the

requisite service conditions (for example, working hours etc.) and restrictions in accordance with the applicable laws/rules/regulations in the State of Uttar Pradesh and any prevailing norms applicable to the site location.

7. PERFORMANCE BANK GUARANTEES

- 7.1 To guarantee and secure the Service Provider's performance of all its obligations under this Agreement, the Service Provider shall deliver to UPCA, at Service Provider's sole cost and expense, an irrevocable and unconditional bank guarantee in accordance with the provisions of this Agreement in the format specified in Schedule 4 hereto (or such other form as is approved in writing in advance by UPCA) for an amount equal to *5% of the Accepted Contract Amount* for the entire Term of this Agreement such that the said amount is guaranteed fully and without any interruption. In the event the Term of this Agreement is getting extended for any reason, the existing bank guarantee shall be extended and/or substituted with a fresh bank guarantee at least 2 (two) months before the expiry of the existing bank guarantee. After recording of the Provisional completion certificate for the facilities listed in schedule-2 of this agreement, the performance guarantee shall be returned to the service provider.
- 7.2 The Service Provider shall furnish the Performance Bank Guarantee within 15 (fifteen) Working Days from the Effective Date.
- 7.3 The Performance Bank Guarantees may be provided by any bank that is listed in the Second Schedule of the Reserve Bank of India Act, 1934 (excluding cooperative banks and regional rural banks) or an Indian private bank or other reputable bank (in each case approved in writing in advance by UPCA).
- 7.4 Failure to deliver/ renew the Performance Bank Guarantee in accordance with the requirements of this Agreement shall constitute a material breach of the Agreement and may lead to its termination as well as encashment of the Performance Bank Guarantee then subsisting.
- 7.5 In the event UPCA terminates this Agreement and encashes the Performance Bank Guarantee(s), it will be entitled to retain the entire amount received pursuant thereto and appoint a new service provider in respect of the Services. In the event, the amount payable by UPCA to the newly appointed service provider ("**Revised Amount**") is greater than the amount that would have been payable by UPCA to the Service Provider for the remainder of the Term had the Agreement not been terminated ("**Contracted Amount**"), UPCA will, in addition to any excess amount (i.e. such amount that is more than what is payable to the Service Provider under this Agreement) that may have been paid by UPCA to the Service Provider before termination of the Agreement, also be entitled to deduct/ retain the difference between the Revised Amount and the Contracted Amount. UPCA will thereafter refund only the balance amount remaining after the above deductions (without interest) to the Service Provider. In the event the amount received pursuant to encashment of the Performance Bank Guarantee(s) is less than the aforesaid amounts that UPCA is entitled to deduct/ retain, the Service Provider shall be liable to pay the deficient amount to UPCA within 15 (fifteen) Working Days of the said amount being demanded by UPCA.

8. INSTRUCTIONS TO THE SERVICE PROVIDER

- 8.1 UPCA's PMO Team and/or Proof Consultant shall communicate or confirm their instructions to the Service Provider in respect of the Services and implementation of the Project during their Site inspections in the form of letters on company letterhead with acknowledgement taken by each party, emails, signed checklist, etc. Only a written form of communication would be used for receiving and giving instructions to the Service Provider.
- 8.2 UPCA's PMO Team and/ or the Proof Consultant and/or the Grounds Curator may issue to the Service Provider (at any time) instructions and additional or modified Designs, Drawings or Specifications through the Change of Scope process as given in Clause 20 which may be necessary for the construction and implementation of the Project and the remedying of any Defects. The Service Provider shall only take instructions from UPCA, UPCA's PMO Team and/or the Proof Consultant and/or the Grounds Curator.
- 8.3 The Service Provider shall have, at all times during the Construction Period, a competent project manager or respective engineer (as submitted in the organization structure) on the Site and any written instructions handed to such project manager or respective engineer shall be construed as having been handed over to the Service Provider.

9. UTILITIES AND TREES

- 9.1 Notwithstanding anything to the contrary contained herein, the Service Provider shall ensure that the respective entities owning the existing roads, structures, or utilities on, under or above the Project Site are enabled by it to keep them in continuous satisfactory use, if necessary, by providing suitable protective measures as may be considered appropriate.
- 9.2 The Service Provider shall, following Applicable Laws, cause shifting of any utility (including electric lines, water pipes and telephone cables) to an appropriate location or alignment, if such utility or obstruction adversely affects the execution of Works under this Agreement. The cost of such shifting shall be reimbursed to the Service Provider on actual.
- 9.3 The Service Provider shall allow, subject to such conditions as the UPCA may specify, access to, and use of the Project Site for laying telephone lines, water pipes, electric cables or other public utilities. For the avoidance of doubt, it is agreed that the use of the Project Site under this Clause 9.3 shall not in any manner relieve the Service Provider of its obligation to construct and maintain the Project in accordance with this Agreement.
- 9.4 UPCA shall get necessary Building Approvals from the relevant Government Authorities for cutting trees and bushes at the Project Site at its own cost. The Service Provider shall be solely responsible for housekeeping/ removal of rubbish/ surplus materials/debris for the works executed at the project site from time to time.

10. TIMELINES FOR COMPLETION, EXTENSION OF TIME AND LIQUIDATED DAMAGES

- 10.1 The Service Provider acknowledges that time is of the essence and that it shall provide the Services and execute and deliver the Project, and each Project Milestone, within the relevant time stipulated for the same.

Timelines for Design

- 10.2 The commencement date shall be the date falling 5 (five) Working Days after the Effective Date (“**Commencement Date**”). The Service Provider shall commence the Services from the Commencement Date.
- 10.3 The Service Provider shall, within 10 (ten) Working Days from the Commencement Date, submit a detailed schedule (“**Design Schedule**”) setting out:
- (a) Complete list of all Initial Concept Designs, Master Architectural Plan, Design Basis Report and Detailed Designs that will be prepared by the Service Provider;
 - (b) The date of submission by the Service Provider of each of the Initial Concept Designs and Master Architectural Plan to UPCA and/or Proof Consultant for comments/ inputs;
 - (c) The date of submission by the Service Provider of each of the revised Initial Concept Designs and Master Architectural Plan to UPCA and/or Proof Consultant for approval after incorporating UPCA’s and/or Proof Consultant’s comments/ inputs thereon;
 - (d) The date of submission by the Service Provider of each of the Design Basis Report and Detailed Designs to UPCA and/or Proof Consultant for comments/ inputs;
 - (e) The date of submission by the Service Provider of each of the revised Design Basis Report and Detailed Designs to UPCA and/or Proof Consultant for approval after incorporating UPCA’s and/or Proof Consultant’s comments/ inputs thereon;
 - (f) The date(s) by which the Service Provider will apply for each of the Building Approvals; and
 - (g) The date by which the Service Provider will obtain all necessary Building Approvals.
- 10.4 The Service Provider acknowledges that time is of the essence and, while preparing the Design Schedule, the Service Provider shall ensure that:
- (a) all the Initial Concept Designs are to be submitted for UPCA’s and/or Proof Consultant’s comments/ inputs within 12 (twelve) Working Days from the Commencement Date. Master Architectural Plans are to be submitted for UPCA’s and/or Proof Consultant’s comments/ inputs within 15 (fifteen) Working Days from the date on which the Initial Concept Designs are approved by UPCA and/or Proof Consultant.
 - (b) all the Design Basis Reports are to be submitted for UPCA’s and/or Proof Consultant’s comments/ inputs within 15 (fifteen) Working Days from the date on which the Master Architectural Plans are approved by UPCA. Detailed Designs are to be submitted for UPCA’s and/or Proof Consultant’s comments / inputs within 30 (thirty) Working Days from the date on which the Design Basis Report are approved by UPCA and/or Proof

Consultant

- (c) all the necessary Building Approvals to start the construction works are to be obtained within 100 (one hundred) Working Days from the date of signing of LOA.
- 10.5 The Service Provider shall ensure that the Design Schedule provides 14 (Fourteen) Working Days for UPCA and/or Proof Consultant to provide its inputs/ comments on each of the Initial Concept Designs, Master Architectural Plans, Design Basis Report and the Detailed Designs.
- 10.6 UPCA and/or Proof Consultant shall endeavor to provide its inputs/ comments and/or approval (as the case may be) on each of the Initial Concept Designs, Master Architectural Plans, Design Basis Report and each of the Detailed Designs within 14 (Fourteen) Working Days from the date on which the respective Initial Concept Design and/or Design Basis Report and/or Detailed Design is submitted to UPCA and/or Proof Consultant and the detailed schedule may be prepared on this basis.
- 10.7 UPCA and/or Proof Consultant shall, within 7 (seven) Working Days after receiving the Design Schedule, either approve the same or instruct the Service Provider to make changes thereto. Within 5 (five) Working Days of receipt of the UPCA's and/or Proof Consultant instruction, the Service Provider shall incorporate the suggested changes in the Design Schedule and resubmit the same to UPCA and/or Proof Consultant for its approval. UPCA and/or Proof Consultant shall, if it is satisfied with the resubmitted Design Schedule, endeavor to approve the same within 7 (seven) Working Days from receipt thereof. Requests for information from the Service Provider shall be on the letterhead of the Service Provider and shall be responded to within 21 (twenty-one) Working Days by UPCA and/or Proof Consultant.
- 10.8 The Service Provider shall proceed in accordance with the Design Schedule, consistent with its other obligations under this Agreement. UPCA shall be entitled to rely upon the Design Schedule when planning and executing its activities.
- 10.9 If at any time, the previous Design Schedule is inconsistent with actual progress or with the Service Provider's obligations or, UPCA gives notice to the Service Provider of such inconsistency, the Service Provider shall promptly submit a revised Design Schedule for approval by UPCA and/or Proof Consultant in accordance with this Clause 10. UPCA and/or Proof Consultant shall, if it is satisfied with the revised Design Schedule, endeavor to approve the same within 7 (seven) Working Days from receipt thereof. The communications related to the Designs between Service Provider and/or UPCA and/or Proof Consultant shall be done in soft copy format or document management software under Clause 10.10 or hard copy if required. After the approval of the Designs by UPCA and/or Proof Consultant, the Service Provider shall take the signature of the Proof Consultant's authorized signatory from the Proof Consultant's office or project site for all facilities. The Service Provider, at its own cost, shall provide 2 (two) hard copies of the Designs to the Proof Consultant and 1 (one) hard copy of the Designs to the PMO Team. The Service Provider shall if required by UPCA provide with additional hard copies of the Designs as required by UPCA from time to time at its own cost. The Service Provider shall submit the As-Built Drawings to UPCA and/or Proof Consultant within 14 (fourteen) Working Days of UPCA issuing a Taking Over Certificate to the Service Provider. UPCA and/or Proof Consultant shall, within 14 (fourteen) Working Days after receiving the As-Built Drawings, either approve the same or instruct the Service Provider to make changes thereto. Within 5 (five) Working Days of receipt of the UPCA's and/or Proof Consultant instruction, the Service Provider shall incorporate the suggested changes in the As-Built Drawings and resubmit the same to UPCA and/or Proof Consultant for its approval. UPCA and/or Proof Consultant shall, if it is satisfied with the resubmitted As-Built Drawings,

endeavor to approve the same within 7 (seven) Working Days from receipt thereof.

- 10.10 In addition to the above, the Service Provider shall promptly give written notice to UPCA of specific probable future events or circumstances which may delay compliance with the Design Schedule. UPCA may require the Service Provider to submit the anticipated effects of future events or circumstances and its plan to address such effects. The Service Provider shall use document management system software for managing the Designs, Drawings, Specifications and other relevant documents used for the completion of the project. The Service Provider shall share licenses and provide access to such software to PMO Team and Proof Consultant free of charge.

Timelines for Completion of the Works, Extension of Time and Liquidated Damages

10.11 Project Completion Schedule and Project Milestones

- (a) The Service Provider shall achieve the Project Milestones and complete the Works in accordance with the timelines set out in the Project Milestones as per Schedule 6 to this Agreement.
- (b) The Service Provider shall achieve all the Project Milestones and complete the Works on or before 30 (thirty) months from the Effective Date.
- (c) The Service Provider agrees and acknowledges that failure to meet any of the Project Milestones on the respective dates set out in this Agreement provided such failure is not on account of any event which entitles the Service Provider to an extension of time for completion of the Project.

10.12 Project Execution Program

- (a) The Service Provider shall, within 30 (thirty) days from the Effective Date, submit to the UPCA for approval, a detailed baseline schedule identifying the critical path, non-critical and high risk non-critical with a low float which may become critical path due to delays for the execution of the Works, detailed resource deployment plan in Microsoft Project software including key equipment, which should:
 - (1) be prepared in consultation with and in-line with the priorities set out by UPCA;
 - (2) set out in detail the program for completion of all stages of the work to enable achievement as mentioned in the Project Milestones;
 - (3) be planned by the Service Provider considering all the required approvals (including Building Approvals);
 - (4) set out the order in which the Service Provider proposes to carry out the Works including the anticipated time for each stage of design, procurement, construction, commissioning and other activities as well as include Gantt charts

for the completion of the various aforesaid activities;

- (5) include mobilization schedule for key personnel, labour, Sub-Contractors and plant and equipment;
- (6) specify all major events and activities during execution of the Works; and
- (7) be developed by the Service Provider using precedence networking techniques, showing start, finish dates, critical activities and milestones.

The above program shall, if required, be modified to the satisfaction of UPCA and, once approved by UPCA, the same shall form the project execution program ("**Project Execution Program**" or "**Work Program**").

- (b) The Project Execution Program shall not be altered or modified in any way without the prior written approval of UPCA.
- (c) In case of any variance between the actual progress of the Works and that set out in the Project Execution Program, the Service Provider shall submit a revised Project Execution Program which if approved by UPCA and after incorporation of all modifications instructed by UPCA, shall form the Project Execution Program maintaining the timelines for the Project as 30 (thirty) months from the Effective Date. The Service Provider shall then proceed with the Works in accordance with the revised Project Execution Program.
- (d) If the progress of Service Provider's work is not as per Project Execution Program on account of reasons solely attributable to the Service Provider, UPCA shall notify the Service Provider to improve the same by submitting and implementing a catch-up plan, which may (without limitation) require the Service Provider to mobilize additional resources at its own cost. In case, the Service Provider fails to submit and implement a catch-up to the UPCA's satisfaction within 30 (thirty) days' of such notification, UPCA may engage any other service provider to carry out a portion of the work and the cost of such other service provider shall be deducted from the amounts payable by UPCA to the Service Provider.

10.13 Extension of Time

- (a) Service Provider shall, subject to compliance with the procedure prescribed in Clause 10.14 below, be granted an Extension of Time ("**EOT**") for meeting any Project Milestone under Schedule 6 of this Agreement if it has been or shall be delayed by any of the following causes:
 - (1) in the event a Change of Scope Order is issued by UPCA, only to the extent the time impact specified in the Change of Scope Order;
 - (2) in the event of the occurrence of an event of Force Majeure, only to the extent, such event of Force Majeure prevents the Service Provider from carrying out

the Works;

- (3) in the event of suspension of work by UPCA, only for the duration of such suspension of work;
 - (4) in the event of delay by UPCA in responding to Service Provider's request for information ("RFI") in terms of Clause 10.7 above, only if the information requested is on the critical path for progress as per project baseline schedule submitted and approved by UPCA of the Works (i.e. the Works cannot be proceeded with without such information) and, if so, only for the number of days calculated by starting from the day immediately after expiry of 21 (twenty-one) Working Days from the date of receipt by UPCA of such request for information and ending on the day on which UPCA responds to Service Provider's request for information. It is expected of the Service Provider that the RFI for all the activities on the non-critical path on the baseline schedule is raised in sufficient time to prevent delays which may result in these activities moving into the critical path from non-critical of the baseline schedule.
 - (5) in the event of delay by UPCA in approving any design/ drawing submitted in accordance with the Design Schedule, only if such design/ drawing is on the critical path for progress as per project baseline schedule submitted and approved by UPCA of the Works (i.e. the Works cannot be proceeded with without such drawing) and, if so, only for the number of days calculated by starting from the day immediately after expiry of 21 (twenty-one) Working Days from the date of receipt by UPCA of such design/ drawing for its approval and ending on the day on which UPCA either approves or provides its inputs on the design/ drawing (whichever is earlier). It is expected of the Service Provider that the RFI for all the activities on the non-critical path on the baseline schedule is raised in sufficient time to prevent delays which may result in these activities moving into the critical path from non-critical of the baseline schedule.
- (b) In addition to the circumstances set out in Clause 10.13(a) above, UPCA shall also grant appropriate EOT to the Service Provider for any other delays which are solely attributable to UPCA, provided the Service Provider complies with Clause 10.14 below in respect of each such delay and each such delay is documented and reviewed during the monthly progress review meeting.
 - (c) It is expressly agreed between the Parties that upon the occurrence of any event/ cause of delay which entitles the Service Provider to an EOT under Clauses 10.13(a) and/or 10.13(b) above (and subject to satisfaction of all the conditions thereunder as well as compliance with Clause 10.14 below), such EOT shall be the sole remedy available to the Service Provider and the Service Provider shall be entitled to submit any financial claim on the delays attributable to UPCA.

10.14 Procedure for Extension of Time

- (a) If the Service Provider considers itself to be entitled to an EOT under Clauses 10.13(a) and/or 10.13(b) above, the Service Provider shall make a written request for EOT to UPCA on the letterhead of the Service Provider through the medium of a post or emails describing the events and/or circumstances based on which the Service Provider considers itself to be entitled to an EOT. Such written request should be accompanied by necessary documents to substantiate the same as well as the particulars of the events and/or circumstances which form the basis of the request for EOT. If no written request is received by UPCA within 7 (seven) Working Days from the date on which the first such event or circumstance commences, the Service Provider shall be deemed to have accepted that such events and/or circumstances do not entitle it to any EOT.
- (b) On receipt of a written request for EOT under Clause 10.14(a) above, UPCA may, without admitting that the Service Provider is entitled to EOT, either instruct the Service Provider to keep such contemporary records as may be necessary to determine the duration and actual impact of the events and/or circumstances which form the basis of the request for EOT or seek such additional information as it considers necessary to examine the request for EOT.
- (c) The Service Provider shall keep such contemporary records and/or furnish such additional information as may be required by UPCA under Clause 10.14(b) above. Once the duration for which such records were instructed to be kept is over, the Service Provider shall submit copies of the same to UPCA and permit UPCA to inspect the original records.
- (d) UPCA's decision on the request for EOT will be communicated by UPCA within 21 (twenty-one) Working Days from the date of receipt of a written request under Clause 10.14(a) above or within 14 (fourteen) Working Days from the date on which copies of records and/or additional information is submitted/ furnished by the Service Provider, whichever is later. In the event no decision is communicated within the said period, it shall be deemed that UPCA has decided not to grant EOT.

10.15 Liquidated Damages

- (a) In the event the Service Provider fails to complete commissioning and handover of the Project on or before 30 (thirty) months from the Effective Date or such extended date arrived at after taking into account any EOTs granted by UPCA, the Service Provider shall pay to UPCA, as liquidated damages and not by way of penalty, an amount of INR 50,000 (Rupees fifty thousand only) per day beyond 30(thirty) months from the Effective Date or such extended date arrived at after taking into account any EOTs granted by UPCA, subject to a maximum limit of 5% of the Contract Price.
- (b) The Parties expressly agree that since UPCA cannot determine the actual loss that will be suffered by it in the event of delay in completion of commissioning and handover of

the Project, the amount stipulated in Clause 10.15(a) above is a genuine pre-estimate of such loss.

- (c) UPCA reserves the right to recover the amount payable by the Service Provider to UPCA under Clause 10.15(a) above by (1) deducting the same from any amounts/ payments that may be due and payable by UPCA to the Service Provider under this Agreement; (2) encashing the Performance Bank Guarantee; and/or (3) demanding payment of the same from the Service Provider. In the event of a demand by UPCA, the Service Provider shall forthwith and in any event within 7 (seven) days from receipt of such demand from UPCA, make payment of the amount.

10.16 **No Consequential Damages**

Neither Party shall be liable to the other for loss of profit, loss of interest, loss or reputation, loss of any other agreement/ business opportunity or any other indirect or consequential loss or damage which may be suffered by the other Party under or in connection with this Agreement, irrespective of whether a claim for such damages is based on the Agreement, negligence or otherwise.

11. PROGRESS REPORTS, RECORD REQUIREMENT, REVIEW MEETINGS AND SUPERINTENDENCE

- 11.1 The Service Provider shall prepare monthly progress reports (“**MPRs**”) in the format agreed with UPCA’s PMO Team and the Proof Consultant. The MPRs shall give all such relevant information as may be required by UPCA and UPCA’s PMO Team. Such MPRs shall be prepared and submitted by the Service Provider in soft copy and in 2 (two) hard copies or such additional copies not exceeding 3 (three) as may be required by UPCA and UPCA’s PMO Team. The first report shall cover the period up to the end of the first calendar month following the Commencement Date. Reports shall be submitted monthly thereafter, each on the 5th (fifth) day of the succeeding month. The Service Provider shall continue to submit the MPRs until the issuance of the Completion Certificate by UPCA.
- 11.2 Each MPR shall include:
- (a) An executive summary
 - (b) Strip charts showing the status of Designs, Drawings, construction and environmental activities and the Works;
 - (c) The extent of progress (both in linear meter basis and as a percentage of the whole) of the Works, and the anticipated completion date of the remaining Project Milestones;
 - (d) Records of month-wise manpower and Service Provider’s equipment on the Site;
 - (e) Details of quality assurance compliances, a summary of test results and relevant certificates (in any);
 - (f) Comparisons of actual and planned progress with reasons for the shortfall, if any, and also with details of any aspects which may jeopardize the completion in accordance with the Project Schedule and the Project Execution Program and other program and other provisions of this Agreement including all defects and deficiencies in the construction as on that date, and the measures being adopted to overcome such aspects;
 - (g) Safety and quality statistics;
 - (h) A separate section showing the major bottlenecks in Project completion and which need to be notified to the UPCA;
 - (i) Progress photographs of all major Works done during the month;
 - (j) Details of slippage in the progress of the Works as planned in the Work Program and measures are taken by the Service Provider to remedy/make up the shortfall in progress in the succeeding month;
 - (k) Details of the status of Building Approvals; and
 - (l) Monthly look ahead plan.
- 11.3 Additionally, the Service Provider shall submit a daily progress report (“**DPR**”) and weekly progress report (“**WPR**”) detailing the Works done on the preceding day and week respectively.
- 11.4 The Parties shall jointly conduct a monthly review of the physical progress and other relevant concerns for the smooth implementation of the project. Review meetings shall be held in the 1st week of every month wherein the Service Provider’s representative shall provide UPCA, UPCA’s PMO Team and the Proof Consultant details about the progress of the Works for the previous month. Any issues hindering progress shall be discussed and a program shall be made to resolve such hindrances with defined responsibilities and timelines for resolution of the outstanding issues. The minutes of such a review meeting shall be recorded and signed jointly by UPCA, UPCA’s PMO Team, the Proof Consultant and the Service Provider’s representative. Besides, UPCA’s PMO Team may call for weekly or other meetings at the Site from time to

time to review the progress of the Project. The Service Provider shall depute its representative and other key personnel for all such meetings to have effective Project monitoring.

- 11.5 Throughout the execution of the Project, and as long thereafter as is necessary to fulfil the Service Provider's obligations under this Agreement, the Service Provider shall provide all necessary superintendence to plan, arrange, direct, construct, implement Designs and inspect the Project. Such superintendence shall be given by a sufficient number of persons having adequate knowledge of English and the operations to be carried out (including the methods and techniques required, the hazards likely to be encountered and methods of preventing accidents), for the satisfactory and safe execution of the Project.

12. QUALITY ASSURANCE PROGRAM

- 12.1 The Service Provider shall submit a Quality Assurance Program (“**QAP**”) for the Project to UPCA, UPCA’s Proof Consultant and UPCA’s PMO Team within 30 (thirty) days from the Effective Date to demonstrate compliance with the requirements of this Agreement. The QAP shall involve the maintenance of suitable records, charts, samples, photographs, etc. The Proof Consultant and UPCA’s PMO Team shall have the right to inspect periodically or at random, the materials, plant, on-going site activities, record and documents, and to take measurements. The Service Provider shall offer full co-operation to such inspection and measurements.
- 12.2 Details of all periodic/routine tests, their frequencies, procedures and compliance documents shall be submitted to the UPCA, UPCA’s PMO Team and the Proof Consultant before the commencement of construction. When any document of a technical nature is issued to UPCA, UPCA’s PMO Team and/or the Proof Consultant, evidence of the prior approval by the Service Provider shall be apparent on the document itself. The Proof Consultant and UPCA’s PMO Team shall be entitled to audit any aspect of the QAP and require corrective action to be taken, and the suggested corrective action shall be implemented by the Service Provider at its cost, within the time frame notified by the UPCA.
- 12.3 The Service Provider shall be responsible for the review of compliance with the QAP and any audit by UPCA, UPCA’s PMO Team and/or the Proof Consultant, and such review shall not relieve the Service Provider of any of its obligations or responsibilities under this Agreement.

13. SAFETY PROCEDURE

- 13.1 The Service Provider within 30 (thirty) days from the Effective Date, the Service Provider shall develop, implement and administer a Safety Management Plan (“**SMP**”) as per prevailing laws and ISO standards for providing a safe environment on or about the Project and for safe execution of the Work. The Service Provider shall provide details of the SMP to the UPCA. The Service Provider shall always strictly adhere to the SMP approved by the UPCA from time to time.
- 13.2 The Service Provider shall be responsible for the operation of the Service Provider’s equipment, machinery and all other Works and shall take all precautions necessary to ensure the safety of the personnel engaged in the execution of the Works and the Site during the Construction Period. The Service Provider shall further make adequate arrangements for the safety of workers and others under guidelines of statutory bodies for safety in construction and notify the UPCA about such arrangements.
- 13.3 The Service Provider shall provide necessary Personal Protective Equipment (“**PPE**”) required for their activity at the site. Generally, the following PPE must be available at the construction site for workers,
- (a) Safety helmet for all workers.
 - (b) Safety shoes for all workers.
 - (c) Safety gloves for all workers.
 - (d) Safety full-body harness for workers working at heights.
 - (e) Safety goggles & welding shield for gas cutting & welding operations.
 - (f) Earplugs for workers working in the noisy areas.
 - (g) Safety apron & face mask for workers working at chemical & dust polluted areas.
- 13.4 The Service Provider shall send to the UPCA, details of any accident occurring on the Site or otherwise affecting the Works as soon as possible after its occurrence and, in the case of a fatality or serious accident, shall notify the UPCA immediately. Besides, a detailed Accident Report shall form a part of the MPR.
- 13.5 All costs and expenses arising out of or relating to safety requirements shall be borne by the Service Provider to the extent such costs and expenses are for the Works and Services included in its Scope of Services.
- 13.6 The Service Provider shall frame appropriate rules and codes for securing the safety of the employees/ workmen/ officials/ personnel of the Service Provider and strictly implement the same on all employees/ workmen/ officials/ personnel of the Service Provider.
- 13.7 The Service Provider should submit and publish safety and environmental key performance indicators (“**KPI**”) on a daily, weekly and monthly basis. A detailed list of such KPI shall be agreed before the start of the work.
- 13.8 UPCA is inclined towards zero injuries on work cases.
- 13.9 The Service Provider shall be solely responsible for arranging all electricity, water, fuel, consumables and any other Services required for the purposes of execution of works. The Service Provider shall be solely responsible for storing hazardous & inflammable material at site and shall comply with fire safety norms and hazardous material storage norms.

14. TESTING AND INSPECTION

- 14.1 The costs of conducting all site based (in-house facility) test that UPCA's PMO Team and/or Proof Consultant considers as necessary to demonstrate that the Works have been constructed following the Designs, Drawings and Specifications and are following this Agreement ("**Tests**") shall be borne by the Service Provider. The costs of all site based tests shall be deemed to be included in the Contract Price. Testing and Inspection shall be done as per approved QAP.
- 14.2 UPCA's PMO Team and the Proof Consultant shall at all times have access to the Works and to the Site and to all workshops and places where the Works are being executed or machinery are being obtained for the Works to inspect the progress and manner of manufacture or construction.
- 14.3 Whenever the Service Provider is ready to carry out any test or inspection, the Service Provider shall give reasonable advance notice of such Test or inspection and of the place and time for the same. The Service Provider shall obtain from any relevant third party or manufacturer necessary permission or consent to enable UPCA's PMO Team and/or the Proof Consultant to attend the Test and/or inspection. The Service Provider shall provide every facility for and necessary assistance in obtaining the right of access for UPCA's PMO Team and/or the Proof Consultant. All accesses to Works in or at the Site provided by the Service Provider shall be protected and safe in all respects. The Service Provider shall provide UPCA, UPCA's PMO Team and the Proof Consultant with a certified report of the results of any such test or inspection.
- 14.4 No part of the Works shall be covered up or put out of view without the approval of UPCA's PMO Team and the Proof Consultant and the Service Provider shall give reasonable advance notice and provide full opportunity to UPCA's PMO Team and the Proof Consultant to examine and measure any portion of the Works that is about to be covered up or put out of view or installed below the surface of the ground and to examine any portion of the Works before other portion of the Works is placed, by providing the facilities for examinations and/or measurement including the equipment required for them.
- 14.5 UPCA reserves the right to inspect all phases of the Service Provider's operations including field and shop fabrication equipment assembly, testing, packing and load-out, operation, etc. to ensure conformity with this Agreement. UPCA's PMO Team and/or the Proof Consultant may be present during the progress of the Works and shall have free access to the Works at all times. The presence or absence of UPCA's PMO Team and/or the Proof Consultant shall not relieve the Service Provider of the responsibility for quality control in all phases of the Works. If any portion of the Works being done by the Service Provider or any Sub-Contractor is found by UPCA's PMO Team and/or the Proof Consultant to be unsatisfactory or not following the Designs, Drawings, Specifications and/or this Agreement, the Service Provider shall take immediate steps to revise such portion of the Works to conform to the Designs, Drawings, Specifications and this Agreement.

15. ACCEPTANCE/ REJECTION OF THE WORKS

- 15.1 If, as a result of an examination, inspection, measurement or otherwise conducted by UPCA's PMO Team and/or the Proof Consultant, if any portion of the Works is found not to be in accordance with the Specifications, the Designs and the Drawings and is found to be Defective, UPCA's PMO Team and/or Proof Consultant (in its absolute discretion) may reject such the constructed parcels of the Project or any part thereof by giving notice to the Service Provider. The Service Provider shall then promptly make good and rectify the Defects communicated by UPCA's PMO Team and/or Proof Consultant, at no additional cost to the UPCA.
- 15.2 In case of rejection of any portion of the Works under Clause 15.1 above, Clauses 14 and 15.1 shall apply and following completion of the rectification, replacement or remedial works, the Tests and inspection shall be repeated under the same terms and conditions.
- 15.3 If the Works or the portion thereof which was subjected to Tests and/or inspection is found to be in accordance with this Agreement, then UPCA's PMO Team and the Proof Consultant shall provide written confirmation of the same to UPCA with a copy to the Service Provider.
- 15.4 Nothing contained in this Clause 15 shall affect the Service Provider's other obligations in connection with the Services and delivery of the Project.

16. SERVICE PROVIDER'S PLANT, EQUIPMENT, MACHINERY AND MATERIALS

16.1 The Service Provider shall mobilise all the plant and equipment necessary for the Works in accordance with this Agreement. The Service Provider's plant and equipment shall, when brought on to the Site, be deemed to be exclusively intended for the execution of the Works.

16.2 The Service Provider shall undertake periodic preventive maintenance, calibration as required for the relevant Service Provider's plant and equipment. The Service Provider should obtain the necessary insurance policy for its plant, equipment, machinery and material.

16.3 The Service Provider shall maintain complete and accurate records of the Service Provider's plant and equipment brought on to the Site and shall provide copies of such records to the UPCA upon request.

16.4 **Approved Makes**

(a) A list of various materials/ equipment to be used for the Works along with approved brands/ manufacturers for the same ("**Approved Makes**") is provided in Appendix D to this Agreement. UPCA may make modifications to the same from time to time and any such modifications shall be communicated to the Service Provider. The Service Provider shall select materials/ equipment only from among the Approved Makes.

(b) If the Service Provider intends to use any brand/ manufacturer other than those specified in the Approved Makes, it shall, before procurement of such material/ equipment, seek the prior written approval of UPCA by submitting a written request explaining why it is not selecting the said material/ equipment from among the Approved Makes. Such written request shall be accompanied by all necessary documentation concerning the brand/ manufacturer intended to be used by the Service Provider to demonstrate its suitability for the relevant portion of the Works and its past track record. The intended brand/ manufacturer must have specifications equivalent or superior to the Approved Makes. UPCA's decision on the Service Provider's request will be communicated by UPCA within 15 (fifteen) Working Days from the date of receipt of the same. In the event no decision is communicated within the said period, it shall be deemed that UPCA has rejected the said request and the Service Provider shall be required to select the said material/ equipment from amongst the Approved Makes only.

(c) If no Approved Makes are specified in respect of any particular material/ equipment, the Service Provider shall, before procurement of such material/ equipment, submit suggested brand(s)/ manufacturer(s) for such material/ equipment to UPCA, UPCA's PMO Team and the Proof Consultant in writing accompanied by all necessary documentation to demonstrate the suitability of the same for the relevant portion of the Works and its past track record. UPCA may seek additional information/ documentation to decide on the said request and the Service Provider shall furnish such additional information/ documentation promptly. UPCA's decision on the Service Provider's request will be communicated by UPCA within 15 (fifteen) Working Days commencing from the later of the date of receipt of the request or the date of receipt of the additional information/ documentation (if any) sought by UPCA. In the event no decision is communicated within the said period, it shall be deemed that UPCA has approved the said request.

(d) In the event UPCA approves a request by the Service Provider under Clauses 16.4(b) or

16.4(c) above, the brand(s)/ manufacturer(s) to which such request related shall be deemed to be included in the list of Approved Makes from the date of such approval by UPCA.

17. ENGAGEMENT OF STAFF AND LABOUR

- 17.1 The Service Provider shall make its own arrangements for the engagement of all personnel and labour, local or otherwise, including for their payment, housing, feeding and transport.
- 17.2 The Service Provider shall deliver to the UPCA, on-demand, copies of all or any returns filed under all Applicable Laws (including, without limitation, labour laws). Besides, the Service Provider covenants that it shall regularly certify that all dues of the worker or labour have been fully paid.

18. COMPLETION CERTIFICATE AND TAKING OVER OF THE WORKS

18.1 Taking Over of Works

The Works shall be taken over by the UPCA only when the entire Works have been completed by the Service Provider in accordance with this Agreement, the Tests for the Works have been successful and there has been no rejection under Clause 15 above. The PMO team and/or the Proof Consultant will prepare a Snag list for the Works to be handed over, the Service Provider will attend all the points of the Snag list and it will be verified by PMO Team and/or Proof Consultant. Upon receiving confirmation from UPCA's PMO Team and the Proof Consultant under Clause 15.3 above in respect of the entire Works, UPCA shall issue the taking over certificate for the Works ("**Taking Over Certificate**"). The Defects Liability Period in respect of the Works shall, subject to Clause 21 below, commence on the date of issuance of the Taking Over Certificate in respect of such portion of the Works.

18.2 Provisional Taking-Over Certificate

- (a) If the Service Provider considers that even though the entire Works have not been completed, such part of the Works which is complete is capable of being handed over to UPCA, it shall make a written request to UPCA specifying the portion of the Works which it is desirous of handing over to UPCA.
- (b) If the UPCA considers that the portion of the Works to which the Service Provider's request under Clause 18.2(a) above relates can be taken over and conveniently put to use by UPCA before the entire Works are complete, UPCA shall be entitled to instruct UPCA's PMO Team and/or the Proof Consultant to carry out testing and inspection under Clause 14 above in respect of such portion of the Works. The PMO team and/or the Proof Consultant will prepare a Snag list for the works to be handed over, the Service Provider will attend all the points of the Snag list and it will be verified by PMO team and /or Proof Consultant. Upon UPCA receiving written confirmation from UPCA's PMO Team and the Proof Consultant under Clause 15.3 above in respect of the said portion of the Works, UPCA shall issue a provisional taking-over certificate for the relevant portion of the Works ("**Provisional Taking-Over Certificate**").
- (c) If UPCA decides that the portion of the Works to which the Service Provider's request under Clause 18.2(a) above relates cannot be taken over or cannot be conveniently put to use by UPCA before the entire Works are complete, the Service Provider shall not be entitled to insist on the issuance of Provisional Taking-Over Certificate.

18.3 The Defects Liability Period in respect of the relevant portion of the Works shall, subject to Clause 21 below, commence on the date of issuance of the Provisional Taking-Over Certificate in respect of such portion of the Works under Clause 18.2 above.

18.4 Completion Certificate

UPCA will issue a Completion Certificate to the Service provider after the end of the Defects Liability Period and under Clause 21 and if the Service Provider has complied with all observations raised by UPCA and/or PMO team and/or Proof Consultant during the Defects Liability Period.

19. CARE AND SUPPLY OF DOCUMENTS

- 19.1 The Service Provider shall supply the Designs and documents to UPCA in 3 (three) of copies each and the same shall remain in the custody and care of UPCA. The Service Provider agrees to both on behalf of himself and his employees, and Sub-Contractors, whether during or after completion of the Project not to divulge or use, except for this Agreement, any information contained in the Agreement, including the contents of the Designs.
- 19.2 The Service Provider shall keep, at the Site, a copy of this Agreement, publications named in the Designs, project organization chart, fit-out manual and communications given or received under this Agreement and shall also maintain an online storage database with soft/ electronic copies of the same. UPCA shall always have the right of access to all these documents. The UPCA shall be entitled to use and reproduce for internal purposes all the documents furnished by the Service Provider, including displaying the documentation on the UPCA's intranet or other internal electronic distribution systems, in part or whole.

20. CHANGE OF SCOPE

- 20.1 The Contract Price is based on the scope of work under this Agreement. Any changes to the scope of work may cause the Project cost to either increase or decrease appropriately. Service Provider is entitled to extra amount only if UPCA issues a written order to that effect (“**Change of Scope Order**”), which shall be issued in case of:
- (a) conditions later discovered or which have changed and are either different from those indicated in this Agreement or not ordinarily encountered and not generally recognized as inherent in work of the character provided in this Agreement;
 - (b) alterations or deviations from the list of Facilities;
 - (c) changes directed either by UPCA or UPCA’s representative; and/or
 - (d) other changes to the initial scope of work under this Agreement.
- 20.2 Change of Scope Orders shall be in writing and signed by one of the UPCA’s and Service Provider’s authorized representative. Service Provider may refuse to start work on extras if there is no signed Change of Scope Order. The parties shall agree upon the nature of the work, additional time, and price before commencing such extras.
- 20.3 In the event the Service Provider considers that any instruction from UPCA and/or UPCA’s PMO Team will have the effect of increasing the cost and/or duration of the Project, the Service Provider shall make a written request for issuance of a Change of Scope Order specifying:
- (a) the particulars of the instruction(s) which the Service Provider considers will have the effect of increasing the cost of the Project;
 - (b) the impact, if any, which the Service Provider believes the said instruction(s) are likely to have on the Project Execution Program along with detailed reasons for the same; and
 - (c) the additional cost implication, if any, which the Service Provider believes will arise on account of having to comply with the said instruction(s) along with detailed breakup (labour, material cost, etc) of how the said amount has been calculated. The cost furnished should be following the Central Public Work Department rates applicable to similar works.
- 20.4 If no written request under Clause 20.3 above is received by UPCA within 15 (fifteen) Working Days from the date of the relevant instruction, the Service Provider shall be deemed to have accepted that such instruction does not have the effect of increasing the cost and/or duration of the Project.
- 20.5 On receipt of a written request under Clause 20.3 above, UPCA may agree with such request and issue a Change of Scope Order specifying the increase in Contract Price and/or duration of the Project (as applicable). Alternately, UPCA may, without admitting that the Service Provider is entitled to a Change of Scope Order, instruct the Service Provider to comply with the relevant instruction(s) and maintain such contemporary records as may be necessary to determine the time impact and/or additional cost implication of the same or seek such additional information as it considers necessary to examine the request.
- 20.6 If so, instructed by UPCA under Clause 20.5 above, the Service Provider shall keep such contemporary records and/or furnish such additional information as may be required by UPCA under Clause 20.5 above. Once the duration for which such records were instructed to be kept

is over, the Service Provider shall submit copies of the same to UPCA and permit UPCA to inspect the original records.

- 20.7 UPCA's decision on a request for Change of Scope Order will be communicated by UPCA within 21 (twenty-one) Working Days from the date of receipt of a written request under Clause 20.3 above or within 14 (fourteen) Working Days from the date on which copies of records and/or additional information is submitted/ furnished by the Service Provider under Clause 20.6 above, whichever is later. In the event no decision is communicated within the said period, it shall be deemed that UPCA has decided not to issue a Change of Scope Order. In no circumstances will the Service Provider be entitled to an amount higher than the additional cost implication specified in its written request or an EOT longer than the time impact specified in its written request on account of the relevant instruction(s).
- 20.8 Provided that if the Service Provider carries out any additional works on account of a Change of Scope Order, the Parties shall mutually agree on an extended Defects Liability Period at the time of completion of the works comprising a Change of Scope.
- 20.9 Change of Scope Order will be issued only on the ground specified in Clause 20.1 above and subject to compliance with the procedure set out in this Clause 20. For the avoidance of doubt it is clarified that the Service Provider shall be required to follow the procedure set out in this Clause 20 even in cases where any additional is required to be supplied by Nominated Sub-Contractors.
- 20.10 The Service Provider shall not be entitled to any additional amount or EOT unless a signed Change of Scope Order is issued specifying the nature of the additional work, additional time and additional price before commencement.
- 20.11 **Reduction in Scope of the Project**
- (a) If the UPCA reduces the scope of the Project on account of the Service Provider has failed to complete any work on account of Force Majeure or for reason attributable to the UPCA then (i) the Scope of Works under this Agreement shall also stand correspondingly reduced, (ii) the Agreement Price shall stand correspondingly reduced by an amount determined by the UPCA.
- (b) In case of a reduction in the Scope of the Project, Service Provider will calculate reduced cost as per quoted rates and submit it to UPCA for approval. UPCA, PMO team and Proof Consultant will review and approve the cost reduction.

21. DEFECTS LIABILITY PERIOD

- 21.1 The Defects Liability Period shall be calculated from the date of issue of Taking Over Certificate under Clause 18.1 above or, in the event a Provisional Taking-Over Certificate is issued in respect of any portion of the Works, then as per Clause 18.3 above in respect of the said portion of the Works. Defects Liability Period is one (1) year from the said date. However, for Original Equipment Manufacturer (OEM), the Defect Liability Period will be as mentioned in the warranty and guarantee certificate.
- 21.2 During the Defects Liability Period, the Service Provider shall be responsible for carrying out and completing the rectification of the Works. The rectification of the Works executed during the Construction Period must always be carried out and in all respects so that the Specifications shall be met throughout the Defects Liability Period. The guarantee period(s)/certificate(s) of any items bought by the Service Provider such as diesel generator sets, transformers, water pumps, fire pumps and its fixtures, bearings, etc., if any, shall be transferred/assigned to the UPCA if the same exceeds the Defects Liability Period.
- 21.3 During the Defects Liability Period, should there be any defects in the Works (including but not limited to the non-conformance of design and engineering with the requirements of this Agreement), except usual wear and tear, the Service Provider shall, at its cost, repair, replace or otherwise make good such defect as well as any damage to the Works caused by such defect.
- 21.4 The Service Provider shall, during the Defects Liability Period, execute work required to remedy defects or damage to the Works caused solely by any act or default of the Service Provider under this Agreement at its own cost and expenses.
- 21.5 If the Service Provider fails to undertake any renewal/rectification of the Works within a reasonable period after the need for such Works becoming apparent or within the period programmed in terms with this Agreement or as specified by the UPCA, the UPCA may propose a date on or by which such notifications are to be completed and give the Service Provider reasonable notice of such date. If the Service Provider fails to complete the renewal/rectification of the Works during the Defects Liability Period by such date, the UPCA may carry out the work itself or by others at the risk and cost of the Service Provider, and such amount may be appropriated by the UPCA from any payments which may be due and payable by the UPCA to the Service Provider by encashing the Retention Bank Guarantee. If any renewal/rectification works are such that they may affect the efficiency or performance of the Works, UPCA may require the Service Provider to carry out a repeat test.
- 21.6 The Service Provider shall carry out repair and rectification works during the Defects Liability Period.
- 21.7 Completion of the Service Provider's obligations under this Agreement shall not be deemed to have been completed till the issuance by the UPCA of a completion certificate ("**Completion Certificate**").
- 21.8 The Service Provider shall notify the UPCA of the date on which all the following have occurred under the provisions of this Agreement:
- (a) expiry of the Defects Liability Period for the entire Works;
 - (b) supply by the Service Provider of all the Service Provider's Documents;

- (c) completion of Tests and inspection under Clause 14 above in respect of all the Works;
- (d) remedying of all Defects in the Works; and
- (e) issuance of written confirmation by UPCA's PMO Team and the Proof Consultant under Clause 15.3 above in respect of all the Works.

21.9 With 28 (twenty-eight) days of the notification under Clause 21.8 above, UPCA shall either;

- (a) issue the Completion Certificate; or
- (b) give reasons for not issuing the Completion Certificate.

21.10 If UPCA does not either issue the Completion Certificate or give reasons for not issuing the same within 28 (twenty-eight) days, the Completion Certificate shall be deemed to have been issued on the date falling immediately after the expiry of the said period of 28 (twenty-eight) days.

21.11 If UPCA gives reasons for not issuing the Completion Certificate, the Service Provider shall issue a fresh notification under Clause 21.8 above after addressing the said reasons and the period of 28 (twenty-eight) days under Clause 21.9 above shall re-commence.

22. PROOF CONSULTANT AND UPCA'S PMO TEAM

- 22.1 UPCA has appointed a Proof Consultant and Project Management Office Team ("**UPCA's PMO Team**") to monitor and supervise the progress of the Project as well as to carry out the functions and duties as mentioned in this Clause 22.
- 22.2 The Proof Consultant and UPCA's PMO Team shall perform the duties and discharge the functions under the respective provisions of the Agreements signed between UPCA and UPCA's PMO Team as well as between UPCA and the Proof Consultant.
- 22.3 A Project Coordination Protocol will be provided to the Service Provider specifying details of roles and responsibilities of UPCA's PMO Team and the Proof Consultant. Service Provider will be required to follow the same.
- 22.4 The Proof Consultant and UPCA's PMO Team may issue instructions to the Service Provider for remedying any Defect. The instructions issued by the Proof Consultant and UPCA's PMO Team, if any, shall be in writing.

23. UPCA'S USE OF SERVICE PROVIDER'S PROPRIETARY DOCUMENTS

- 23.1 The Service Provider hereby agrees that all the Designs and other Intellectual Property specially ordered or commissioned by the UPCA, which is created by the Service Provider for the intended use of the UPCA, and that all rights, title and interest in such Intellectual Property developed by the Service Provider during the Term of the Agreement, will be the exclusive property of the UPCA. The Service Provider shall not, at any time, or in any manner question or dispute the ownership of such Intellectual Property. The Service Provider further agrees, that under no circumstances will the Service Provider be deemed to have any proprietary rights in any such Intellectual Property, including the Designs.
- 23.2 To the extent the UPCA is not considered the owner of any Intellectual Property in the Designs due to any reason under Applicable Law, the Service Provider hereby undertakes to assign and transfer to the UPCA, the entire rights, title, and interest in, and to, all Intellectual Property, whether or not protectable by patent, trademark, copyright, mask work right or any other intellectual property right, and whether or not used by the UPCA. Such an assignment in favor of the UPCA shall be unconditional, irrevocable, perpetual, and worldwide.
- 23.3 To the extent that the assignment of the rights in the Intellectual Property from the Service Provider to UPCA is held unenforceable under Applicable Law for any reason, the Service Provider hereby grants the UPCA, an irrevocable, worldwide, enterprise-wide, perpetual, unlimited license to use such Intellectual Property to make, have made, use, sell, offer to sell, import, modify, create derivative works of, and works based on, improve, interpret, compile, recompile, copy, perform, display, distribute and further sublicense such intellectual property, for any purpose, and without identifying the Service Provider or seeking consent. The above licenses or assignments will not be deemed to revert or lapse by reason of the non-usage of the Intellectual Property within any specified timeframe.

24. SERVICE PROVIDER'S USE OF UPCA'S DOCUMENTS

- 24.1 The UPCA shall own and retain all common law, statutory and other reserved rights including copyrights and other intellectual property rights in all the Designs and other documents made by (or on behalf of) the UPCA, and either provided in the RFP or during the Term.
- 24.2 The Service Provider may, at its cost, copy, use, and obtain communication of the aforesaid documents for the purposes of this Agreement. They shall not, without the UPCA's prior written consent, be copied, used or communicated to a third party by the Service Provider, except as necessary for the purposes of this Agreement.

25. COMPLIANCE WITH LAWS

- 25.1 The Service Provider shall be responsible for obtaining and maintaining the Building Approvals, as required under Applicable Law, in the name of UPCA.
- 25.2 The Service Provider shall at its cost:
- (a) in performing this Agreement, comply with Applicable Laws including, without limitation, environmental laws and obtain and maintain all approvals, permissions, licenses, consents and registrations required by the Service Provider for providing the Services, and comply with the terms of the same; and
 - (b) in performing this Agreement, comply with the terms and conditions of the Building Approvals and the Land Lease Agreements; and
 - (c) give all notices, pay all Taxes, fees and charges in connection with the Services under Applicable Laws.
- 25.3 The Service Provider shall indemnify and hold the UPCA harmless against and from the consequences of its failure to comply with the aforesaid.
- 25.4 During the continuance of this Agreement, the Service Provider and its Sub- Contractors shall abide at all times by all existing labour enactments and rules made thereunder, regulations, notifications and bye-laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye-laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority. A non-exhaustive list of some of the major labour laws that apply to the construction industry are given below:
- (a) Workmen Compensation Act, 1923
 - (b) Payment of Gratuity Act, 1972
 - (c) Employees P.F. and Miscellaneous Provision Act, 1952
 - (d) Maternity Benefit Act, 1961
 - (e) Contract Labour (Regulation & Abolition) Act, 1970
 - (f) Minimum Wages Act, 1948
 - (g) Payment of Wages Act, 1936
 - (h) Equal Remuneration Act, 1976
 - (i) Payment of Bonus Act, 1965
 - (j) Industrial Disputes Act, 1947
 - (k) Industrial Employment (Standing Orders) Act, 1946
 - (l) Trade Unions Act, 1926
 - (m) Child Labour (Prohibition & Regulation) Act, 1986
 - (n) Inter-State Migrant workmen's (Regulation of Employment & Conditions of Service) Act, 1979
 - (o) The Building and Other Construction workers (Regulation of Employment and Conditions of Service) Act, 1996 and the Cess Act of 1996
 - (p) Factories Act, 1948

26. PAYMENTS TO SERVICE PROVIDER

- 26.1 UPCA shall pay 10% (ten per cent) of the Accepted Contract Amount to the Service Provider as an advance payment in a single installment within 10 days on issuance of LOA . The Advance Payment shall be interest free and will be paid by UPCA only after the Service Provider furnishes the Performance Bank Guarantee to UPCA following this Agreement. The Advance Payment shall be recovered on pro-rata percentage basis to the gross value of the work billed beyond 30% in such a way that the entire advance is recovered by the time 90% of the gross value of the contract is executed and paid.

The advance shall be paid only if submission of Performance Bank Guarantee to UPCA has been done by the Service Provider in accordance with this Agreement. The Contract Price will be paid by UPCA as per the payment schedule contained in the Proposal. Such a payment schedule will form part of this Agreement and be appended as Appendix B hereto. The payment under this Agreement shall be applicable for preparing the Designs and Construction Works of facilities only.

- 26.2 As and when the Service Provider considers itself entitled to any payment under Appendix B hereto, it shall submit a statement in two copies (one hard copy and one soft copy) to UPCA's Proof Consultant and PMO Team for the amount which the Service Provider considers is due to it under Appendix B hereto along with supporting documents. The monthly running account bills / payments shall be derived on pro-rata basis of each activity as per payment schedule. All applicable statutory deductions as well as deduction towards recovery of Advance Amount as per Clause 26.1 above will be made at the time of making payment of Running Account / payments. Without prejudice to the generality of the foregoing, labour cess shall be deducted from the Running Account bills and the same shall be paid by the Service Provider as per the statutory applicable rates & timelines. This statutory payment of the labour cess will subsequently be reimbursed by UPCA on production of actual proof/ challan and necessary details.

Adhoc Payment: The interim bill shall be broadly checked and recommended by Proof Consultant and/or PMO team with a payment certificate ("Payment Certificate" certifying that the amount specified therein is due and payable by UPCA to the Service Provider under this Agreement) for release of 80% of assessed value of the interim bill as an adhoc payment and the same shall be paid within 7 days of submission .The balance amount shall be paid after certification by Proof Consultant and/or PMO team within 21 days of submission of bill by the service provider.

- 26.3 UPCA shall deduct any taxes which it is required to deduct by law including, without limitation, any tax deducted at source as per Income Tax Act, 1961 and any amendment thereto, and any other taxes or duties as required to be deducted as per Applicable Laws. If UPCA is required by Applicable Laws to withhold any amounts from payments made by the UPCA to the Service Provider hereunder, UPCA will use commercially reasonable efforts to provide the Service Provider with tax certificates documenting the remittance of such amounts to the relevant tax authorities upon the Service Provider's written request. In the alternative, the Service Provider shall provide UPCA with validly executed certificates satisfactory to UPCA evidencing the Service Provider's exemption from any withholding requirement at least ten (10) Business Days before the payment date to the extent provided by Applicable Laws.
- 26.4 Payment by UPCA to the Service Provider will be subject to receipt of an appropriate invoice setting out all necessary particulars in sufficient detail and accompanied by the relevant Payment Certificate as well as the statement and supporting documents based on which the said Payment Certificate was issued. If GST is applicable, the invoices raised by the Service

Provider shall reflect the amount of GST. UPCA shall release payments within 7 (seven) Working Days from receipt of such invoice. Payment shall be made in Indian Rupees into the bank account nominated by the Service Provider in India.

- 26.5 Within 15 (fifteen) Working Days from the Effective Date, the Service Provider shall submit an irrevocable and unconditional bank guarantee (in a format to be specified by UPCA in advance) for an amount equivalent to 2.5% (two and half per cent) of the Accepted Contract Price ("**Retention Bank Guarantee**") for the entire Term of this Agreement such that the said amount is guaranteed fully and without any interruption. In the event the Term of this Agreement is getting extended for any reason, the existing Retention Bank Guarantee shall be extended and/or substituted with a fresh bank guarantee at least 2 (two) months before the expiry of the existing Retention Bank Guarantee. The Retention Bank Guarantee shall be released by UPCA within 60 (sixty) Working Days from the date on which Completion Certificate is issued under Clause 21 above, subject to submission by the Service Provider of a written discharge/ no dues certificate confirming that upon release of the Retention Bank Guarantee, all amounts due to the Service Provider under or in connection with this Agreement shall stand fully and finally settled.
- 26.6 UPCA shall be liable to pay interest as per SBI PLR +4% on any delayed payments beyond 30 days from submission of RA bill under this Agreement.
- 26.7 The final bill shall be submitted by the service provider in the same manner as specified in interim bills within two months of physical completion of the project. No further claims shall be made by the service provider after submission of final bill, and these shall be deemed to have been waived and extinguished. The final bill shall be checked and recommended by Proof Consultant and/or PMO team with a Final payment certificate and paid within 30 days from the submission of final bill by the service provider.

27. INSURANCE

- 27.1 The Service Provider shall take out and maintain, at its sole expense throughout the Term, insurance coverage, including but not restricted to, comprehensive general liability insurance covering bodily harm, injury, death of all individuals employed/ assigned by the Service Provider to perform the Services.
- 27.2 Upon the request of the UPCA, the Service Provider undertakes to provide such documentary proof of compliance with this Clause 27 as may be required by UPCA or its auditors or any other authorities.
- 27.3 The Service Provider shall take out and maintain professional indemnity insurance at its sole expense for an amount equivalent to 5% (five percent) the Contract Price. Within thirty (30) days from the Effective Date, the Service Provider shall submit to the UPCA a fully paid policy or certificate of insurance naming the UPCA as an additional insured party, and requiring that the insurer shall not terminate or materially modify such policy without written notice to UPCA at least thirty (30) days in advance thereof. The Service Provider undertakes that it will not do or omit to do anything whereby the insurance may be vitiated either in whole or in part. The Service Provider shall take Contractor All Risk (“**CAR**”) policy insuring the Works and keeping them insured until virtual completion against loss or damage in the name of UPCA and the Service Provider, including in accordance with Clause 27.6 below.
- 27.4 The Service Provider further undertakes at its sole expense to provide for insurance of all property used, individuals, employees, agents or persons assigned to perform the Services under the Agreement, as may be required by the UPCA up to such limits as may be specified by the UPCA.
- 27.5 The UPCA shall not be liable whatsoever for any loss or injury to any property or any individual assigned to perform the Services under this Agreement or otherwise, while on the Site or anywhere else.
- 27.6 Insurance during the Design and Construction Period**
- (a) The Service Provider shall take out and maintain at its own cost, from the Effective Date till the date of issue of the Completion Certificate, the following insurances:
- (i) insurance of the Works, plant and workmanship of an additional sum sufficient to cover any additional costs of and incidental to the rectification of loss or damage including the cost of demolishing and removing any part of the Works and of removing debris of whatsoever nature; and
 - (ii) insurance for the Service Provider’s plant and equipment and documents brought onto the Project Site by the Service Provider, for a sum sufficient to provide for their replacement at the Project Site.
- (b) The insurance under Clause 27.6 (a)(i) and (ii) above shall cover UPCA and the Service Provider against any loss and damage from any cause for any loss or damage occurring on account of any cause whatsoever (including but not limited to the non-political event of force majeure, malicious acts, accident damage, explosion, fire, storm, flooding, earthquake and terrorism) other than risks which are not insurable at commercial terms.

27.7 Insurance for Service Provider's Defect Liability

The Service Provider shall take out and maintain insurance cover for the Works from the date issue of the Completion Certificate until the end of the Defects Liability Period for any loss or damage for which the Service Provider is liable which arises from a cause occurring before the issue of the Completion Certificate. The Service Provider shall also maintain other insurances for maximum sums as may be required under Applicable Laws.

27.8 Insurance against Injury to Persons and Damage to Property

- (a) The Service Provider shall insure against its liability for any loss, damage, death or bodily injury, or damage to any property which may arise out of the Service Provider's performance of this Agreement.
- (b) The insurance shall be extended to cover liability for all loss and damage to UPCA's property arising out of the Service Provider's performance of this Service Agreement.

27.9 The Service provider shall fully indemnify, hold harmless and defend UPCA from and against any losses, damages, costs, charges and/or claims for:

- (a) the death of or injury to any person; or
- (b) the loss of or damage to any property,

that may arise out of or in consequence of any breach by the Service Provider of this Service Agreement during the execution of the works or the remedying of any defects therein.

27.10 Accident or Injury to Workmen

Notwithstanding anything stated elsewhere in this Agreement, it is hereby expressly agreed between the Parties that UPCA shall not be liable for or in respect of any damages or compensation payable to any workman or other person in the employment of the Service Provider or Sub-Contractor. The Service Provider shall indemnify and keep indemnified UPCA from and against all such claims, proceedings, damages, costs, charges, and expenses whatsoever in respect of the above.

27.11 Insurance Against Accident to Workmen

The Service Provider shall take out and maintain during the Term of this Agreement such insurances as may be required to insure the Service Provider's personnel and any other persons employed by it on the Project from and against any liability referred to in this Clause 27. Provided that for the purposes of this Clause 27.11, the Service Provider's personnel and/or any person employed by the Service Provider shall include any Sub-Contractor and its personnel. Provided further that in respect of any persons employed by any Sub-Contractor, the Service Provider's obligations to insure as aforesaid under this Clause 27 shall be discharged if the Sub-Contractor shall have insured against any liability in respect of such persons in such manner that UPCA is indemnified under the policy but the Service Provider will remain liable to UPCA in case of any breach by the Sub-Contractor. The Service Provider shall require such Sub-Contractor to produce before UPCA, when required, such a policy of insurance and the receipt for payment of the current premium within 10 (ten) days of such demand being made by UPCA.

27.12 The Service Provider shall take all necessary insurance policies as required under law in addition to the policies specified herein above.

28. FORCE MAJEURE

- 28.1 “Force Majeure” or “Force Majeure Event” shall mean an exceptional event or circumstance or a combination thereof:
- (a) which is beyond the affected Party’s reasonable control;
 - (b) which the affected Party could not reasonably have anticipated and provided against before entering into this Agreement;
 - (c) which, having arisen, the affected Party could not reasonably have avoided or overcome with the exercise of a reasonable degree of skill and care; and
 - (d) which has not resulted from the negligence of the affected Party or the failure of such a Party to perform its obligations under this Agreement.
- 28.2 Without limiting the generality of the foregoing, Force Majeure Event shall include the following:
- (a) war, hostilities (whether war be declared or not), invasion, an act of foreign enemies;
 - (b) rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war;
 - (c) riot, commotion, public disorder, strike or lockout by persons other than the Service Provider’s personnel and persons directly or indirectly engaged by any Sub-Contractor;
 - (d) munitions of war, explosive materials, ionising radiation or contamination by radioactivity, except as may be attributable to the Service Provider’s use of such munitions, explosives, radiation or radioactivity; and
 - (e) earthquake, hurricane, typhoon or volcanic activity.
- 28.3 Notwithstanding what is stated in Clauses 28.1 and 28.2 above, it is clarified that the following shall not constitute a Force Majeure Event:
- (a) shortage or unavailability of resources, equipment, fuel or other consumables required by the Service Provider unless such shortage or unavailability is a direct result of a Force Majeure Event;
 - (b) any increase in cost, prices, rates, wages, commissions, fees, duties or other levies; and
 - (c) any strikes, lockouts or other stoppages of work or resource/ employee dispute by the Service Provider’s personnel or any employees/ staff of any Sub-Contractor.
- 28.4 UPCA shall not be liable to the Service Provider for any inability to perform this Agreement due to a Force Majeure Event.
- 28.5 In the event the Service Provider is prevented from performing any of its obligations under this Agreement by a Force Majeure Event, it shall only be entitled to an EOT in accordance with Clauses 10.13(a)(2) and 10.14 above, subject to the Service Provider having used all reasonable endeavours to minimize any delay in the performance of its obligations under this Agreement as a result of such Force Majeure Event.

28.6 For the avoidance of doubt, it is clarified that if any Sub-Contractor is entitled under any contract or agreement relating to the Project to relief due to any Force Majeure Event on terms additional to or broader than those specified herein, such additional or broader Force Majeure Events or circumstances shall not excuse the Service Provider's non-performance or entitle it to relief under this Agreement.

29. ADVERTISING AND MARKETING

- 29.1 The Service Provider shall not publish or in any manner distribute any documents, advertising or promotional materials, information or other materials of any kind whatsoever relating to the Services and/or including the UPCA Identification until they have been approved in writing by the UPCA or which are, at any time, disapproved by the UPCA as set out below. The Service Provider shall submit to the UPCA for its examination and approval a sample of all such documents, materials or information together with the text, colouring and a copy of any photograph proposed to be used. The UPCA agrees that it will not unreasonably disapprove of any sample advertising and if any is disapproved, that the Service Provider will be advised of the specific reasons in each case.
- 29.2 If following approval being given under Clause 29.1 above, any unfavourable publicity or claim should arise concerning any item of advertising material, the UPCA shall have the right to withdraw its approval of such item and the Service Provider shall thereafter cease to use or publish such item.

30. REPRESENTATION AND WARRANTIES

30.1 Each Party hereby represents and warrants to the other Party that:

- (a) it is duly organised and validly existing under the laws of the country of its incorporation or other establishments, and has full power and authority to enter into this Agreement and to perform its obligations under this Agreement;
- (b) the execution and delivery of this Agreement and the performance by it of its obligations under this Agreement have been duly and validly authorised by all necessary corporate actions on the part of it;
- (c) this Agreement constitutes a legal, valid and binding obligation of such Party enforceable against it in accordance with its terms;
- (d) the execution, delivery and performance by such Party of this Agreement and the acts and transactions contemplated hereby do not and will not, with or without the giving of notice or lapse of time or both, violate, conflict with, require any consent under or result in a breach of or default under any applicable law, or any order, judgement or decree applicable to it, or any term, condition, covenant, undertaking, agreement or other instruments to which it is a party or by which it is bound; and
- (e) there are no legal, quasi-legal, administrative, arbitration, mediation, conciliation or other proceedings, claims, actions, governmental investigations, orders, judgements or decrees of any nature made, existing, or pending or, to its best knowledge, threatened or anticipated, which may prejudicially affect the due performance or enforceability of this Agreement or any obligation, act, omission or transactions contemplated hereunder.

30.2 The Service Provider hereby represents, warrants and undertakes that all information and documents of any kind which have in the past been or will during the Term be provided to the UPCA in connection with (i) the Proposal and any accompanying information submitted by or concerning the Service Provider in response to the RFP; or (ii) the Service Provider; and/or (iii) compliance by the Service Provider with its obligations under this Agreement are and will throughout the Term remain and be true and accurate in all respects and not misleading in any respect and if any circumstances occur after the signature of this Agreement which renders this warranty inaccurate then the Service Provider shall inform the UPCA (providing full details) immediately.

30.3 The Service Provider further represents and warrants to UPCA that:

- (a) it has secured all permits, licenses, regulatory approvals and registrations with appropriate Government Authorities required to render the Services and registration with the appropriate taxing authorities for remittance of taxes;
- (b) its representatives are not employees or agents of, or otherwise affiliated with, any government or government instrumentality and that the Service Provider will inform the UPCA of any change in such status;
- (c) it has all the necessary infrastructure, construction and engineering skills, experience, technical know-how and competence for the performance, delivery and execution of this Agreement including concerning the construction of the Project following the Designs as is exercised in like circumstances by reputable members of the profession;

- (d) it shall perform the Services and delivery of the Project in a timely and professional manner using competent personnel having expertise suitable to their assignments;
- (e) the Designs provided by the Service Provider conform to the Building Approvals, the Land Lease Agreements and the highest standards observed in the industry for design and construction of similar facilities and are free of Defects in workmanship and design;
- (f) the Designs are enough for the provisions of Services and the delivery of the Project, as stipulated under this Agreement;
- (g) the Services provided under this Agreement and the execution of the Project do not and shall not infringe, misappropriate or otherwise violate any intellectual property rights or any other rights of any third party;
- (h) there are no actions, suits or proceedings pending or threatened, against the Service Provider or its representatives alleging infringement, misappropriation or other violation of any intellectual property rights related to the Services;
- (i) it has examined and understood the Specifications, the Land Lease Agreements, and the Building Approvals and performance and delivery of this Agreement by the Service Provider including the construction of the Project on the Site as per the Designs shall not result in any breach of or non-compliance with the provisions of the Specifications, the Land Lease Agreements and the Building Approvals;
- (j) it is familiar with all the provisions of all applicable local laws and regulations, including, without limitation, those prohibiting the Service Provider, and, if applicable, its representatives and others working on its behalf, from taking actions in furtherance of an offer, payment, promise to pay or authorization of the payment of anything of value, including but not limited to cash, checks, wire transfers, tangible and intangible gifts, favors, services, and those entertainment and travel expenses that go beyond what is reasonable and customary and of modest value, to: (i) an executive, official, employee or agent of a governmental department, agency or instrumentality, (ii) a director, officer, employee or agent of a wholly or partially government-owned or -controlled company or business, (iii) a political party or official thereof, or candidate for political office, or (iv) an executive, official, employee or agent of a public international organization (e.g. the International Monetary Fund or the World Bank) or any other person; while knowing or having a reasonable belief that all or some portion will be used for the purpose of rewarding or: (1) influencing any act, decision or failure to act by a government official in his or her official capacity, (2) inducing a government official to use his or her influence with a government or instrumentality to affect any act or decision of such government or entity, (3) inducing any person to use his or her influence to improperly affect any act or decision of such their UPCA, or (4) securing an improper advantage; in order to obtain, retain, or direct business;
- (k) it currently complies with all applicable Indian anti-bribery, anti-corruption laws and regulations, including those prohibiting the bribery of government officials, and that it will, and will cause its representatives to, remain in compliance with all applicable laws; that it will not and will cause its representatives not to authorize, offer or make payments directly or indirectly to any government official; and that no part of the payments received by it (whether compensation or otherwise) from the UPCA will be used for any purpose that could constitute a violation of any applicable laws;

- (l) neither it nor any of its representatives: (i) is the subject of any sanctions administered or enforced by the Government of India, United States Department of the Treasury's Office of Foreign Assets Control, the United Nations Security Council, the European Union, Her Majesty's Treasury, or other relevant sanctions authority, nor is the Service Provider or its representatives located, organized or a resident in a country or territory that is the subject of such sanctions; (ii) has or during the term of this Agreement will violate any sanctions; and (iii) will use this Agreement to fund or engage in any activities with any individual or entity or in any country or territory, that, at the time of such funding or activity, is the subject of such sanctions, or in any other manner that will result in a violation by any person of sanctions;
- (m) it is familiar, and will comply with, all Applicable Laws including the environmental laws and policies of the UPCA concerning the protection of Confidential Information;
- (n) the warranties contained in this Agreement are in lieu of all other warranties, express or implied, including but not limited to those of merchantability and fitness for a particular purpose; and
- (o) in the performance of its duties as the Service Provider and in the exercise of its rights, powers and authorities under this Agreement, the Service Provider shall at all times during the continuance of this Agreement: (i) exercise all due diligence and vigilance; (ii) exercise the highest standard of care, skill and judgment that would be expected of a reputable professional service provider in India; and (iii) act in accordance with Good Industry Practice.

31. INTELLECTUAL PROPERTY RIGHTS

- 31.1 In this Clause, “**infringement**” means an infringement (or alleged infringement) of any patent, registered design, copyright, trademark, trade name, trade secret or other intellectual or industrial property rights; and “**claim**” means a claim (or proceedings pursuing a claim) alleging an infringement.
- 31.2 The Service Provider shall defend or settle at its expense any threat, claim, suit or proceeding arising from or alleging infringement, misappropriation or other violation of any intellectual property rights or any other rights of any third party by work product or Services furnished under this Agreement. The Service Provider shall indemnify and hold the UPCA, its affiliates and each of their representatives and customers harmless from and against and pay any damages, including royalties and license fees attributable to such threat, claim, suit or proceeding.
- 31.3 If any Services provided pursuant to this Agreement, including, without limitation, the Service Provider’s Documents, software, system design, equipment or documentation, becomes, or in the UPCA’s or the Service Provider’s reasonable opinion is likely to become, the subject of any claim, suit, or proceeding arising from or alleging facts that if true would constitute infringement, misappropriation or other violation of, or in the event of any adjudication that such Services infringes, misappropriates or otherwise violates, any Intellectual Property rights or any other rights of a third party, the Service Provider, at its own expense, shall take the following actions in the listed order of preference: (i) secure for the UPCA the right to continue availing Services; or (b) if commercially reasonable efforts are unavailing, replace or modify the Services to make it non-infringing; provided, however, that such modification or replacement shall not degrade the operation or performance of the Services.

32. INDEMNITY

- 32.1 The Service Provider agrees during the Term and thereafter to protect, indemnify and hold harmless the UPCA, UPCA's Proof Consultant, UPCA's PMO Team, Grounds Curator and their respective officers, officials, directors, executives, employees, agents, successors, permitted assigns, affiliates and representatives (together, the "**Indemnified Persons**") from and against any and all expenses, damages, losses, claims, suits, actions, proceedings, judgments and costs of any kind whatsoever (including legal and other professional fees, disbursements and expenses), incurred or suffered by the Indemnified Persons:
- (a) in respect of bodily injury, sickness, disease or death, of any person whatsoever arising out of or in the course of or by reason of the Service Provider delivering the Project in terms of this Agreement and the remedying of any defects, unless attributable to any gross negligence or wilful breach of this Agreement by the concerned Indemnified Person;
 - (b) in respect of damage to or loss of any property, real or personal, to the extent that such damage or loss: (a) arises out of or in the course of or by reason of the Service Provider's performance and delivery of the Services and/or the Project and the remedying of any defects, and (b) is attributable to any negligence, wilful act, or breach of this Agreement by the Service Provider, the Service Provider's personnel, any Sub-Contractor, their respective agents, or anyone directly or indirectly employed by any of them;
 - (c) due to any breach, repudiation, default or failure to perform under this Agreement, on the part of the Service Provider, the Service Provider's personnel, any Sub-Contractor, their respective agents, or anyone directly or indirectly employed by any of them; and
 - (d) as a result of the Service Provider's failure to comply with any Applicable Laws, the Building Approvals or the Land Lease Agreements.

33. CONFIDENTIALITY

- 33.1 The Service Provider hereby agrees that it will not, and will not permit or cause its employees, agents or representatives to, disclose Confidential Information of UPCA to any other person during and after the Term of this Agreement, without the prior written consent of UPCA. The restrictions contained in this Clause 33 shall continue to apply after the expiry or earlier termination of this Agreement without limit in time.
- 33.2 Notwithstanding what is stated in Clause 33.1 above, the Service Provider may disclose such Confidential Information to its professional advisors, auditors and bankers and its employees, agents or representatives as is required for the purposes connected with the performance of its obligations under this Agreement provided that the Service Provider ensures that its professional advisors, auditors, bankers, employees, agents and representatives are subject to a written confidentiality agreement that shall be no less restrictive than the provisions of this Clause 33.
- 33.3 The Service Provider shall not use or disclose Confidential Information of UPCA for any purpose other than to carry out this Agreement. The Service Provider shall treat Confidential Information of UPCA with no less care than it employs for its Confidential Information of a similar nature that it does not wish to disclose, publish or disseminate, but in no event less than a commercially reasonable degree of care.
- 33.4 To the extent legally permitted, the Service Provider shall notify UPCA of any actual or threatened requirement of law to disclose Confidential Information promptly upon receiving actual knowledge thereof and shall cooperate with UPCA's reasonable, lawful efforts to resist, limit or delay disclosure.
- 33.5 The Service Provider shall not remove or download from the UPCA's premises or systems, the original or any reproduction of any notes, memoranda, files, records, or other documents, whether in tangible or electronic form, containing the UPCA's Confidential Information or any document prepared by or on behalf of the Service Provider that contains or is based on the UPCA's Confidential Information, without the prior written consent of an authorized representative of UPCA. Any document or media provided by an authorized representative of UPCA or notes taken to document discussions with such representatives of UPCA pertaining to the Services performed or the implementation of the Project hereunder will be deemed to fall outside this consent requirement unless otherwise stated by UPCA.
- 33.6 The Service Provider acknowledges that the UPCA is required to comply with the information security standards required by Applicable Laws.
- 33.7 The Service Provider hereby acknowledges and agrees that it has no legal right to access, receive, accept, transmit, store or otherwise impact Confidential Information under any circumstance whatsoever unless and until UPCA has granted such rights to the Service Provider. After granting such rights to the Service Provider, the UPCA may, in its sole discretion, suspend, revoke or terminate such rights in its sole discretion upon written notice to the Service Provider. Upon receipt of that notice, the Service Provider shall (i) immediately stop accessing and/or accepting Confidential Information and (ii) promptly return to the UPCA or destroy at the UPCA's election, all the UPCA's Confidential Information in the possession of the Service Provider or any Sub-Contractor, subject to and under the terms and provisions of this Agreement.
- 33.8 The Service Provider shall conduct at its expense background checks on its employees and

those of any Sub-Contractor who will have access (whether physical, remote or otherwise) to the facilities, equipment, systems or data of UPCA and such background checks shall comply with the procedures and requirements of UPCA as may be communicated and updated in writing by UPCA to the Service Provider from time to time.

- 33.9 During performance under this Agreement, the Service Provider shall ensure the following:
- (a) Adequate governance and risk assessment processes are in place to maintain controls over Confidential Information. A security awareness program must be in place or implemented that communicates security policies to all the Service Provider's (and any Sub-Contractor's) personnel having access to Confidential Information.
 - (b) Notification to the UPCA of changes that may impact the security of Confidential Information. Such changes requiring notification include, by way of example and not limitation, outsourcing of computer networking, data storage, management and processing or other information technology functions or facilities and the implementation of external web-enabled (internet) access to Confidential Information.
 - (c) Use of strong, industry-standard encryption of Confidential Information transmitted over public networks (e.g. internet, non-dedicated leased lines) and backup tapes residing at off-site storage facilities.
- 33.10 The UPCA reserves the right to monitor the Service Provider-maintained platforms that reside on the UPCA network. The Service Provider may be required to assist with installation, support and problem resolution of the UPCA owned equipment or processes, or to provide an information feed from the Service Provider platform to the UPCA monitoring processes.
- 33.11 For the avoidance of doubt, the Service Provider shall not make or authorize any announcement concerning this Agreement save as separately and expressly agreed in writing by UPCA or otherwise required by law. UPCA shall be entitled to all remedies available at law or in equity, including injunctive relief, in the event of any breach of such commitment to confidentiality.

34. SUB-CONTRACTORS

- 34.1 The Service Provider shall obtain the UPCA's prior written consent before the Service Provider: (a) engages any sub-contractor (other than a Sub-Contractor that was referred to in the Proposal and approved by UPCA prior to this Agreement) to provide any Services or for the delivery of the Project under this Agreement, (b) replaces a previously approved Sub-Contractor (including a Sub-Contractor that was approved prior to this Agreement) with a new Sub-Contractor, (c) gives a new scope of work to a previously approved Sub-Contractor (including a Sub- Contractor that was approved prior to this Agreement), or (d) materially changes the scope of work of a previously approved Sub-Contractor (including a Sub-Contractor that was approved prior to this Agreement). Further, UPCA shall consider the experience of the sub-contractor before giving a written consent to the Service Provider. The Service Provider must obtain such consent before the Sub-Contractor commences any work or Services. UPCA's consent shall not relieve the Service Provider of any of its obligations under this Agreement and the Service Provider shall be responsible for the acts, defaults and neglects of any Sub-Contractor, and their respective agents, servants or workmen fully as if they were the acts, defaults or neglects of the Service Provider. The Service Provider shall require all Sub-Contractors (including a Sub- Contractor that was referred to in the Proposal and approved by UPCA prior to this Agreement), as a condition to their engagement, to agree to be bound in writing by provisions substantially the same as those included in this Agreement.
- 34.2 Each sub-contract pertaining to the Project, or any part thereof shall include provisions which would entitle UPCA to, at its sole option, require the sub-contract to be assigned to the UPCA (if or when applicable) or in the event of termination of this Agreement.
- 34.3 Each sub-contract entered into by the Service Provider shall expressly provide that the UPCA shall not be liable for any rights or claims which the Sub-Contractor may have against the Service Provider and the Sub-Contractor shall be bound in writing by provisions substantially the same as those included in this Agreement.
- 34.4 Each sub-contract entered by the Service Provider shall expressly provide that the UPCA shall not be liable for any claims, actions, losses or expenses arising out of third-party claims against the sub-contractor(s). Further, the UPCA shall not be liable to indemnify the sub-contractor(s) against any claims or actions arising out of proceedings brought by a third party.
- 34.5 The Service Provider shall not terminate, assign or novate any sub-contract entered concerning the Services or delivery of the Project or any part thereof without prior written consent of the UPCA (grant of consent or otherwise to be in UPCA's absolute discretion). If the Service Provider terminates such sub-contract after obtaining the written consent of the UPCA, the Service Provider shall take over and complete those Services and delivery of the Project, unless the UPCA, at its discretion, approves a different Sub-Contractor to complete the relevant Services and delivery of the Project. For the Service Provider to complete the relevant Services, the UPCA shall not be obliged to pay to the Service Provider any greater sum than would have been payable had the Service Provider not terminated such sub-contract.
- 34.6 The Service Provider acknowledges that the UPCA may engage Third-Party Contractors from time to time to work at the Site. The Service Provider shall co-operate, co-ordinate and allow appropriate opportunities and facilities for carrying out work to the UPCA's Personnel, the Third Party Contractors, and the personnel of any public authorities, who may be employed or engaged in the execution of any works at or near the Site. The Service Provider shall not cause or permit to be caused any disruption or delays to the work of such UPCA's Personnel, the Third-Party Contractors and the personnel of any public authorities.

34.7 For specialized Services, Critical Sub-contractors are appointed by service provider in align with UPCA's approval. Hence, in case of the provision of the following mentioned works, as per the details provided in Appendix-E

1. Field maintenance Equipment
2. Ground Equipment
3. Indoor Sports Equipment
4. Kitchen Equipment

- (a) The Bill of Quantities for above works and the Nominated Sub-Contractors are given indicatively in Appendix E. The Service Provider may suggest other sub-contractors with either technologically similar or advanced products to submit their proposal for the above work based on the list provided in Appendix E. The Service Provider shall prepare a summary statement of the proposal and forward it to UPCA for approval. UPCA shall, within 14 (fourteen) Working Days after receiving the summary statement, either approve the same or instruct the Service Provider to make changes thereto. Within 5 (five) Working Days of receipt of the UPCA's and/or PMO team's instruction, the Service Provider shall incorporate the suggested changes in the summary statement and resubmit the same to UPCA and/or PMO team for its approval. UPCA and/or PMO team shall, if it is satisfied with the resubmitted summary statement, endeavor to approve the same within 7 (seven) Working Days from receipt thereof. The other sub-contractors suggested by the Service Provider may be appointed only after such approval.
- (b) Service Provider shall enter into contracts with the Nominated Sub-Contractors. The Service Provider shall co-operate, co-ordinate and allow appropriate opportunities and facilities to the Nominated Sub-Contractors for carrying out work, and the personnel of any public authorities, who may be employed or engaged in the execution of any works at or near the Site.
- (c) The Service Provider shall share working drawings with the Nominated Sub-Contractor for the part of work to be executed by the Nominated Sub-Contractor.
- (d) The Service Provider shall provide detailed breakup of the rates and makes of the material to be sourced from each Nominated Sub-Contractor as given in Part II of Schedule 9 of the RFP.
- (e) If the Service Provider terminates such Nominated Sub-Contractor after obtaining the written consent of the UPCA, the Service Provider shall take over and complete those Services and delivery of the Project, unless the UPCA, at its discretion, approves a different Nominated Sub-Contractor to complete the relevant Services and delivery of the Project. For the Service Provider to complete the relevant Services, UPCA shall not be obliged to pay to the Service Provider any greater sum than would have been payable to the Nominated Sub-Contractor had the Service Provider not terminated such Nominated Sub-Contractor.

35. TERMINATION

35.1 UPCA shall be entitled to terminate this Agreement if:

- (a) the Service Provider fails to carry out any obligation or instruction issued by UPCA, UPCA's PMO Team or Proof Consultant under this Agreement and, upon issuance of a notice requiring the Service Provider to remedy such failure, fails to do so within the time stipulated in such notice;
- (b) the Service Provider abandons the Project or otherwise demonstrates the intention of not continuing performance of its obligations under this Agreement;
- (c) the Service Provider fails to proceed in accordance with the Work Program and/or deliver the Project in accordance with the terms of this Agreement;
- (d) as a result of examination, inspection, measurement or otherwise conducted by UPCA, the Proof Consultant or UPCA's PMO Team, any portion of the Works is not following the Designs and/or is found to be having any Defect and, upon issuance of a notice requiring the Service Provider to make good and/or rectify the same, fails to do so within the time stipulated in such notice;
- (e) the Service Provider fails to complete the Project or achieve any Project Milestone within the relevant timeline or any EOT in respect of such a timeline;
- (f) the Service Provider is the subject of an Insolvency Event;
- (g) the Service Provider fails to comply with or commits a breach of any Applicable Laws and does not remedy the failure or breach (if capable of remedy) within the period specified in a notice in writing from the relevant public authority or the UPCA's Personnel or 21 (twenty-one) days of receiving such notice, whichever is earlier, or commits a recurrent breach of Applicable Laws;
- (h) the Service Provider fails to ensure that the delivery of the Project is following the Designs;
- (i) the Service Provider gives or offers to give (directly or indirectly) to any of the UPCA's Personnel any bribe, gift, gratuity commission or other things of value;
- (j) there is a Change of Control of the Service Provider (direct or indirect), without the prior written consent of UPCA;
- (k) the Service Provider transfers or agrees to transfer a material part of its business or assets to any other person, without the prior written consent of UPCA;
- (l) the Service Provider or any Group entity or Owner acts in any way which either has an adverse effect upon the Service Provider's reputation or standing or which has an adverse effect on the reputation or standing of UPCA;
- (m) is found to have breached any of its representations and warranties under Clause 30 above; or

- (n) commits a material breach of any provision of this Agreement, other than those specified in Clauses 35.1(a) to (n) above.
- 35.2 Notwithstanding anything contained elsewhere in this Agreement, UPCA shall be entitled to terminate the Agreement, at any time at its sole discretion, by giving 60 (sixty) days' prior written notice of such termination to the Service Provider. The termination shall take effect upon expiry of the aforesaid notice period. Upon such termination, the UPCA PMO Team and/or Proof Consultant shall determine the value of the Services delivered by the Service Provider prior to the termination taking effect and Proof Consultant will issue Payment Certificate accordingly. The Service Provider shall not have any claim against UPCA except for payment of the amount in respect of which Payment Certificate has been issued by the Proof Consultant. UPCA shall not be liable for any claim raised by any Sub-Contractor with the Service Provider, and the Service Provider shall ensure that its agreements with Sub-Contractors explicitly so limit the Sub-Contractors' claims against UPCA.
- 35.3 Failure by UPCA to terminate this Agreement following any act or omission by the Service Provider shall not constitute a waiver of any remedies UPCA would have in respect of such act or omission including the right to claim damages or equitable relief in connection therewith.
- 35.4 The Service Provider shall be entitled to terminate this Agreement only if:
- (a) UPCA is the subject of an Insolvency Event and, after the Service Provider has given notice to UPCA of such Insolvency Event having occurred, the said Insolvency Event continues for a period of 180 (one hundred eighty) days from that date; or
 - (b) UPCA commits a material breach of this Agreement and fails to remedy the same after 30 (thirty) Working Days of the Service Provider having given notice to UPCA of such material breach and called upon UPCA to remedy the same.
- 35.5 Termination of this Agreement for whatever reason shall be without prejudice to the rights and liabilities of either party to the other in respect of any matter arising under this Agreement.
- 35.6 From and after the termination of this Agreement for any reason the Service Provider shall with immediate effect not (directly or indirectly) suggest that it is appointed to provide the Services or otherwise connected to UPCA.
- 35.7 The termination for any reason of this Agreement shall not affect any of its provisions which are expressed to survive or are capable of surviving such termination.
- 35.8 Upon termination of this Agreement for any reason, the Service Provider shall comply with and conform to the following:
- (a) deliver all relevant records, reports, Intellectual Property and other licences pertaining to the Works, other design documents and the '**as built**' drawings for such portion of the Works which have been taken over by UPCA; and
 - (b) vacate the Project Site within 15 (fifteen) days.

36. SUBMISSION AND NOTICES

- 36.1 Any notices or requests for approval to be given to the UPCA shall be delivered to the UPCA at the following address (or such other address as the UPCA shall notify to the Service Provider):

Uttar Pradesh Cricket Association
19, Kamla Club, 84/31,
Kalpi Road
Kanpur-208012, UP India
Attention: Honorary Secretary, UPCA

- 36.2 Any notice under this Agreement to be given to the Service Provider shall be delivered to the Service Provider at the address set out at the start of this Agreement (or such other address as the Service Provider shall notify to the UPCA). If the Service Provider is incorporated outside India it shall within 10 days from the Effective Date provide an address in India where the addressee is authorised to accept service of documents and notices on behalf of the Service Provider together with evidence satisfactory to the UPCA of such authorisation which shall be irrevocable and unconditional.
- 36.3 Any notice or request for approval under this Agreement shall be sent by email or by pre-paid post and shall be deemed to have been received by the addressee if sent by email on the day of transmission if sent on a Working Day between 0900-1630 (IST) or if not so transmitted on the next Working Day and if sent by post 4 (four) Working Days after posting if sent to and from an address within India and 6 (six) Working Days after posting if sent to or from an address outside India.

37. LIMITATION/EXCLUSION OF LIABILITY

- 37.1 Neither Party shall be liable to the other for loss of profit, loss of interest, loss of reputation, loss of any other agreement / business opportunity or any other indirect or consequential loss or damage which may be suffered by the other party under or in connection with this agreement, irrespective of whether a claim for such damages is based on the agreement, negligence or otherwise.
- 37.2 Without prejudice to the above exclusion, the total liability of the UPCA in connection with this Agreement whether in contract, tort (including negligence) or otherwise shall not exceed the Accepted Contract Amount.
- 37.3 The total liability of the Service Provider in connection with this Agreement shall not exceed the Accepted Contract Amount.

38. MISCELLANEOUS

- 38.1 The Schedules form part of and are deemed to be incorporated into this Agreement.
- 38.2 Subject as provided in Clause 38.3 below, this Agreement constitutes the entire agreement between the Parties relating to its subject matter and supersedes all previous agreements between the Parties relating to said subject matter. Each Party acknowledges that, in agreeing to enter into this Agreement, it has not relied on any representation, warranty, collateral contract or other assurance made by or on behalf of any other Party at any time before the Effective Date which is not expressly set out in this Agreement. Subject as provided in Clause 38.3 below each Party waives all rights and remedies which but for this Clause 38.2 might otherwise be available to it in respect of any such representation, warranty, collateral contract or other assurance but nothing in this Clause 38.2 shall limit or exclude any liability for fraud.
- 38.3 Notwithstanding the provisions of Clause 38.2 above, it is agreed that the UPCA may continue to rely upon and take action in relation to and in respect of any representations, assurances, warranties and/or undertakings made or given by or on behalf of or in relation to the Service Provider in response to the RFP including as set out in the Proposal.
- 38.4 This Agreement shall bind and inure to the benefit of the UPCA, its successors and assigns. The Service Provider shall not assign or transfer this Agreement to any third party. The rights and obligations of the Service Provider hereunder shall be personal to it and shall not, without the prior written consent of the UPCA, be transferred, sub-contracted, assigned or delegated to any other party. UPCA may give or withhold such consent in its absolute discretion without assigning any reason and, if it gives its consent, may impose such conditions as it considers appropriate. In addition, the Service Provider acknowledges and agrees that it has no right to sub-license, transfer or otherwise deal with any of the rights granted to it under this Agreement. any breach of this Clause 38.4 shall entitle the UPCA to terminate this Agreement with immediate effect upon written notice to the Service Provider since the Parties agree that such a breach shall be material and irremediable.
- 38.5 This Agreement may not be changed or modified except by an express document in writing signed by both Parties.
- 38.6 This Agreement does not constitute and shall not be construed as constituting a partnership or joint venture between the Parties. Neither Party shall have any right to obligate or bind the other Party in any manner whatsoever, save as expressly set out herein, and nothing in this Agreement shall give, or is intended to give, any rights of any kind to any third persons.
- 38.7 The costs of stamp duties under Applicable Laws and similar charges (if any) imposed by any Applicable Laws in connection with the execution and performance of this Agreement shall be borne by the Service Provider.
- 38.8 In the event that any clause or term of this Agreement shall be deemed to be invalid or unenforceable, this shall not affect the legal enforceability of the Agreement as a whole, and the parties agree to replace such invalid clause with a mutually agreed enforceable replacement clause, as close as possible in interpretation to the invalid clause.
- 38.9 Each Party agrees to keep the provisions of this Agreement confidential.
- 38.10 There will be escalation provided to the Service Provider for the following materials which will be termed as 'Base Rate Material' and labour & consumables.

1. Cement
2. Reinforcement Steel
3. Structural Steel

Base Rate Material (FOR Site)	Unit	Base Price excluding GST
Cement	MT	INR 6,170
Reinforcement Steel	MT	INR 58,000
Structural Steel	MT	INR 70,000

- (a) The Service Provider shall furnish documentary evidence for working out the amount to be claimed or recovered on account of price escalation when the Base Prices of materials shall vary from the price as specified in above table.
- (b) Prior to procurement of Base Rate Items, necessary approvals shall be taken from UPCA and the Service Provider shall submit at least three quotations clearly mentioning landed cost prior to any procurement of Base Rate Items. UPCA, at its, discretion, may nominate any specific makes for Base Rate Items as mentioned in the Appendix D of this Agreement. The Service Provider shall maintain necessary documents of base material and furnish documentary evidence such as Approved Purchase Order, Challan, Approved Invoice, Material Inward records, etc for base rate material to UPCA or any of UPCA's personnel. The documentary evidence such as Approved Purchase Order, Challan, Approved Invoice, Material Inward records, etc shall be considered for basis of price variation for the base rate items.

For the balance portion of the Contract following escalation methodology shall be followed: The Contract Price shall be adjusted / modified during contract period or extensions thereof, be adjusted towards variation of the market price as mentioned below on monthly basis:

Sr. No.	Item Description	Index to follow	% of Value
1.	Other materials	WPI Index- All Commodities- (Commodity Code- 1000000000)	$X_M = 42\%$
2.	Fuel & Power	WPI Index- FUEL & POWER (Commodity Code- 1200000000)	$X_P = 3\%$
3.	Labour	All India Consumer Price Index for Industrial Workers – CPI(IW) by the Labour Bureau, Ministry of Labour, Government of India. (Base Year 2016 = 100)	$X_L = 40\%$

The amount of the contract price shall accordingly be varied for all such items listed in above table and will be worked out as per the formula given below.

Adjustment for component of Other materials shown in above table:

$$Vm = (W - Fi) \times ((XM / 100) \times (MI - Mo) / Mo)$$

W = Value of Work done for the period under consideration

Fi = Value of the Basic Material for the period under consideration

Vm = Variation in other Material Price

XM = Component of Other materials, Refer above table.

Mo = All India Wholesale Price Index (Commodity Code- 1000000000) for the material as published by the Economic Advisor to Government of India, Ministry of Industry and commerce as valid on date of submission of Bid.

MI = All India Wholesale Price Index (Commodity Code- 1000000000) for the material for period under consideration as published by Economic advisory to Government of India, Ministry of Industry and Commerce

Adjustment for component of Fuel & Power shown in above table:

$$VP = (W - Fi) \times ((XP / 100) \times (PI - Po) / Po)$$

W = Value of Workdone for the period under consideration

Fi = Value for the period under consideration

VP = Variation in Fuel & Power Price

XP = Component of Fuel & Power, Refer above table.

Po = All India Wholesale Price Index (Commodity Code- 1200000000) for the Fuel & Power as published by the Economic Advisor to Government of India, Ministry of Industry and commerce as valid on date of submission of Bid.

PI = All India Wholesale Price Index (Commodity Code- 1200000000) for the Fuel & Power for period under consideration as published by Economic advisory to Government of India, Ministry of Industry and Commerce

Adjustment for component of Labour shown in above table:

$$VL = (W - Fi) \times ((XL / 100) \times (LI - Lo) / Lo)$$

W = Value of Work done for the period under consideration

Fi = Value for the period under consideration

VL = Variation in Labour Price.

XL = Component of Labour, Refer above table.

Lo = All India Consumer Price Index for Industrial Workers – CPI(IW) by the Labour Bureau, Ministry of Labour, Government of India as valid on date of submission of Bid.

LI = All India Consumer Price Index for Industrial Workers – CPI(IW) for period under consideration published by the Labour Bureau, Ministry of Labour, Government of India.

39. GOVERNING LAW AND JURISDICTION

- 39.1 This Agreement shall be governed by and construed in accordance with Indian law. Subject to arbitration provided below, the Courts of Kanpur, Uttar Pradesh, India shall have the exclusive jurisdiction in relation to this Agreement.
- 39.2 If any dispute arises under this Agreement which cannot otherwise be amicably resolved between the Parties, such dispute shall be submitted to arbitration and conclusively resolved by a sole arbitrator appointed by mutual consent or failing which by such process as is laid down in the Arbitration and Conciliation Act, 1996. Both Parties shall share equally the costs, fees and other expenses of the sole arbitrator appointed by them in accordance with the Arbitration and Conciliation Act, 1996, or any statutory modification or re-enactment then in effect.
- 39.3 The venue for arbitration shall be Kanpur and the arbitration shall be conducted in the English language.
- 39.4 The decision of the arbitrator shall be in writing and shall be final and binding upon the parties. Each Party shall bear its own lawyers' fees and charges and shall pay one half of the costs and expenses of such arbitration, subject always to the final award of the arbitrator as to costs.
- 39.5 Each of the Parties hereby acknowledges and agrees that its failure to participate in arbitration proceedings in any respect, or, to comply with any request, order or direction of the arbitrator, shall not preclude the arbitrator proceeding with such arbitration and/or making a valid final award.

AS WITNESS the hands of the duly authorized representatives of the parties

For and on behalf of
Uttar Pradesh Cricket Association

Date: _____

For and on behalf of

Date: _____

SCHEDULE 1

SCOPE OF SERVICES

1. Project Site

- 1.1. Project site measuring 25 acres is situated in Ganjari Village, Varanasi District, Uttar Pradesh.
- 1.2. Scope of the Project: Construction of Cricket Stadium for current and future cricketers in all aspects of the game and further, to provide all facilities for their mental and physical development in order to ensure their holistic development as sportspersons.

2. Scope of Services of the Service Provider

- 2.1 The Project has been awarded to the Service Provider on a turnkey design-build basis. Accordingly, the Service Provider shall be responsible for executing all Works in order to complete the Project in conformity with this Agreement.
- 2.2 **Site Survey & Soil Investigation**: A preliminary topography survey drawing of the Project Site done through an independent agency is enclosed in Appendix C of the RFP document and Preliminary Geotechnical Investigation of the Project Site done through an independent agency is enclosed in Appendix B of the RFP document. However, UPCA accepts no responsibility for the accuracy of the said report and the Service Provider is expected to carry out its own geotechnical/soil investigation/topographical and other necessary survey works which may be required for preparing the Designs and completing the Construction Works of the Project Site keeping into consideration the Facilities.
- 2.3 **Preparation of Designs and Drawings**: All Works including but not limited to preparation of initial designs and/or drawings (the “**Initial Concept Designs**”), layout plan, preliminary architectural plan, elevation drawings & section (the “**Master Architectural Plan**”) technical specifications and detailed engineering (the “**Detailed Designs**”) shall be prepared to fulfil the Facilities as per the provisions of this Agreement and duly vetted by the Proof Consultant. The Designs to conform with latest version of the Bureau of Indian Standards and National Building Code as on Date of Invitation to bid.
- 2.4 **Architecture Intent** : The new stadium complex shall be comparable in all respects with international standard professional contemporary sports stadia recently constructed or under construction and meet with the requirements of all applicable National Building Codes and Standards as well as the United Kingdom’s Guide to Safety of Sports Grounds (The Green guide) as published by HMSO. The design shall comply with the relevant provisions of National Building Code 2015 (NBC 2015) with the latest amendments. For materials and specification not mentioned NBC, the EPC Contractor may follow relevant international standards. For special sport related components relevant standards of the respective International Sports

Federation shall be followed.

- 2.5 **Structural Design:** The entire stadium structure must comply with national and local standards and building codes. This is particularly important with respect to the public seating and circulation areas. It is essential that, the most stringent safety standards are applied to the design of the stadium. The EPC Contractor is required to use the Guide to Safety at Sports Grounds (the “Green Guide”) as a reference document for good practice.

Internal barriers, guard rails, handrails and balustrades shall be designed for loads imposed by crowd movement. It shall be in accordance with NBC 2005 and with the UK guide “Guide to Safety at Sports Grounds”.

2.6 **Electrical Works:**

The scope includes detailed design, supply, installation, testing and commissioning of the complete Electrical Works required for the Stadium complex.

Electrical power supply to the new facility including liaison with the Supply Authority and the establishment of new utility substations to Supply Authority specifications.

- High voltage switchgear
- Low voltage main switchboards and distribution boards
- Electrical plant Power Control and Monitoring System (PCMS) for monitoring and control of electrical infrastructure, sports and house lighting control system and generator control and other electrical monitoring and control functions as defined in this documentation.
- Sports and house lighting
- General purpose lighting and power installation staged in accordance with the construction program.
- Supply and installation of cable trays and ladders for electrical, communications, and post mix services.
- Special purpose power installation including kitchen catering, waste management, vertical transportation, mechanical, fire protection, hydraulics, public address and the like.
- Backup power provision using standby generators.
- Supply and installation of uninterruptible power supplies (UPS) for each of the arena control room, Emergency Lighting and the IT server room.
- External lighting.
- Centrally monitored single point type emergency and exit lighting systems.
- Internal roadway lighting

The entire stadium structure must comply with national and local standards and building codes. This is particularly important with respect to the public seating and circulation areas. It is essential that, the most stringent safety standards are applied to the design of the stadium. The EPC Contractor is required to use the Guide to Safety at Sports Grounds (the “Green Guide”) as a reference document for good practice.

Internal, barriers, guard rails, handrails and balustrades shall be designed for loads imposed by crowd movement. It shall be in accordance with NBC 2005 and with the UK guide "Guide to Safety at Sports Grounds".

2.7 **Water Supply:**

The scope includes detailed design, engineering and construction from the Source/s through treatments to the points of consumption including pumping, collection in the U/G reservoir (through overflow of Fire Static Tanks), distribution through pipes, accessories and fittings are included. Water supply for the following shall be ensured

- Potable water (Drinking fountain, shower, wash basin)
- Flushing water (WC and Urinals)
- Water for Cooling Tower(HVAC)
- Water for Generator Cooling
- Irrigation (FOP and Landscape)
- Fire storage

Provision of RO plant should be there to meet the fresh water requirements. The EPC Contractor should investigate the quality of ground water/municipal water and need to design the RO system accordingly. The sources of water available for use in the stadium shall be thoroughly investigated by the EPC Contractor, and the same shall be used in the system design.

2.8 **Drainage:**

The scope includes detailed design, engineering and construction for disposal of Water from the site through approved process meeting building and environmental norms.

- Roof gutters shall be designed for 3 minutes storm for a return period of 100 years.
- Adequate strip drains /pipe drains / RCC drains shall be provided to manage storm water.
- Basement drainage, if any shall be provided with adequate sump pumps with level control.
- Roof Drainage: Rain water from roof to the drainage system through RWDC is envisaged.
- Surface Drainage: From the source/s through drainage system (pipe drain or brick/ RCC drains) up to final disposal point/s including collection/ treatment/ pumping as required
- Drainage points for HVAC equipment/Plant rooms shall be considered in the design.
- Drainage of reject water from RO plant shall be considered in the design
- Drainage of excess treated water from STP shall be considered in the design.

EPC Contractor should coordinate with relevant authorities for connecting internal storm water drains to external drains

2.9 **Sewage Disposal:**

The scope includes detailed design, engineering, construction, installation, testing and commissioning for Sewage Disposal from the site through approved process meeting building and environmental norms.

- A Sewage Treatment Plant shall be constructed which shall be used for sewage treatment. Capacity of the Treatment plant shall be clearly shown in the design calculations.
- The plant selected to be used by the EPC Contractor shall be with the concurrence of the Uttar Pradesh State Pollution Control Board
- All sewage, water supply and storm water lines within the Project Site shall be provided by the EPC Contractor. Individual sewer, water supply and storm water connections shall be provided by the EPC Contractor.
- If and where required the sump and pump arrangement would be adopted. The surplus treated water, if any may be disposed in the drainage system.
- The EPC Contractor should study the non-uniform pattern of sewage from the sports facilities and should design STP accordingly.

2.10 **HVAC:**

The scope includes detailed Design, supply installation, testing and commissioning of all the mechanical engineering works including distribution.

Centralised HVAC system is preferred. HVAC system should satisfy the performance criteria (temperature, humidity, air velocity) required for sporting events. Air conditioning system will comprise central chilled water plant that distributes chilled water via insulated pipe works to air handling units (AHUs) located in enclosed plant rooms.

2.11 **Fire Fighting System:**

The scope of works includes the design, fabrication, preparation of shop drawings, supply, delivery, installation, setting to work, testing, commissioning, defects liability, warranty and approvals of the following systems and items:

Supply and installation of fire hydrants, hose reels and an automatic fire sprinkler system throughout all areas, including:

- All Authorities Mandatory Signage.
- Fire sprinklers heads below ceiling and within false ceiling spaces
- Electric and Diesel Engine driven fire pump
- Electrically driven jockey pump
- Fire brigade booster, draw and inlet tank filling connections within a weatherproof cabinet.
- Flow switch assemblies to identify areas and levels of alarm, with test drains piped back to the fire water storage tank in the basement.
- Internal fire hydrants in cupboards, with 2 off 15m hoses
- Wet risers
- External yard hydrants connected to a 150 mm diameter ring main installed underground complete with isolation (sluice) valves.

2.12 **Lifts:**

The scope of works includes the design, fabrication, preparation of shop drawings, supply, delivery, installation, setting to work, testing, commissioning, defects liability, warranty and approvals of lifts.

The lift shall be designed in a manner to accommodate the peak hour traffic during the Games Period. The minimum capacity of each passenger lift shall be 13 persons and meet standards for Disabled access.

Depending upon the nature and frequency of use, the types (dumper/ passenger lift/ patients lift/ kitchen lifts/ service lifts etc, with or without machine room), numbers, capacity, rated load, rated speed, drive system, control system, lift car entry, lift well entry, landing doors, car doors sizes with finishes of car inside, doors door jambs etc. are to be finalized. Accordingly, the lift wells are to be adopted. The EPC Contractor should submit the names of lift manufacturer and catalogues along with their submission.

Manufacturers: All equipment and associated accessories shall be the products of established manufacturers regularly engaged in the manufacture of such equipment, who issue comprehensive rating data on their products and certified test data.

Safety: Provide all necessary safety devices for the protection of personnel against injury and the protection of plant and equipment against damage including guards, safety railing, and effective earthing of electrical components, electrical interlocks, warning lights, alarms and local lighting. Provide permanent lifting eyes for equipment.

2.13 **Railing & Barriers:**

The scope of works includes the design, fabrication, preparation of shop drawings, and installation of safety railings and barriers.

The Barriers should be installed wherever there is a risk of falling, or where there is a need to guide spectators. Safety barriers should be designed to resist horizontal loads and forces as per UK guide "Guide to Safety at Sports Grounds".

Vomitory and radial gangway barriers should be designed to minimise the obstruction of sightlines. Care needs to be taken to ensure that handrails do not impede the vision of the spectators, yet it should be robust enough to provide adequate safety. At the end of the aisle gangways, the edge of the tiers on the upper levels will require a high handrail (110cm) in order to prevent falls in this circulation area.

2.14 **Field of Play:**

Pitch and Outfield design should into account the local climate of Varanasi and the stadium environment. The aim is to produce a surface that can be easily maintained in a playable state throughout the season, and that is able to withstand extreme weather conditions of the region. Variables to be considered in the design include levels and gradients, drainage and the choice of grass seed specific to Varanasi. Allowing for the correct amount of natural light and ventilation is also critical.

The Field of Play has to be designed with a slight slope in order to allow correct drainage and prevent waterlogging. A well-designed underground and surface drainage system should be installed. In addition, there should be a specialised irrigation (sprinkler) system covering the entire playing surface, but able to provide "zoned irrigation".

The Field of Play including the Pitch and Outfield has to meet ICC standards for conducting Test Matches, One Day Matches and T-20 matches.

2.15 **Equipment's:**

Field Maintenance Equipment

- a. Pitch and 30 Yard Circle Walk Behind Reel Type Mower complete with Grass collection basket, split rear roller, transport wheel kit, engine with minimum height of cut of 2mm and complete with back-lapping machine and back-lapping compound.
- b. Outfield Reel Type Ride on Mower complete with Grass collection basket, engine and with min. height of cut of 1.6 mm
- c. Walk-Behind Type Coring machine with engine, coring swath/width of 48 inch and hole spacing and aeration depth upto 4 inches
- d. Self-Propelled Top Dresser having 11.5 Cubic feet hopper capacity and 0.8M spreading width.
- e. Self-Propelled Verticutting Machine having 16" cutting width and cutting depth should be variable from 0 to 45 mm.
- f. Ride on Type Super Sopper Machine having 2 Nos, 6 feet wide rollers, 60 Gallon water tank capacity
- g. Backpack Blower

Ground Equipment

- a. Electric Pitch Roller (1.5 Ton Capacity)
- b. Manual Pitch Roller (1.0 Ton Capacity)
- c. Cricket Pitch Cover to cover Complete Square of minimum 550 GSM
- d. Lightweight Mobile Pitch cover with wheels
- e. Cricket Scoreboard (manual & digital numbers) with support
- f. Cricket Sight screens with Frame and wheels – 2 nos
- g. Movable Cricket Practice Net Cage
- h. Player's Dug-out (2 nos)

Indoor Sports Equipment

- a. Table Tennis tables
- b. Pool Tables and Billiards Table
- c. Fitness center Equipment (Club & Athletes)

Kitchen Equipment

The scope of works includes the design, fabrication, and preparation of shop drawings, supply, and delivery, installation, setting to work, testing, commissioning, defects liability, warranty and approvals of kitchen equipment. The EPC Contractor is to make budgetary provision for the equipment based on the proposed sizes of Dining areas indicated in the design drawings. The Final list of equipment will be finalised in consultation with Kitchen Consultant and Client during detailed engineering.

2.16 **Stadium Seating:**

Seats must be individual, affixed to the structure and comfortably shaped, with backrests of a minimum height of 30cm to provide support. Seats should be unbreakable, fireproof and capable of withstanding the rigours of the prevailing climate without undue deterioration or loss of colour. An absolute minimum width should be 45cm for General Seating while a minimum width of 47cm is considered for VIP seating. Tip-up seats should be provided in the VIP areas.

All seats should be numbered in a way that makes them clearly, easily and immediately identifiable.

2.17 **Scoreboards & Videoboard**

The scope of works includes the supply, and delivery, installation, support structures, setting to work, integration, testing, commissioning, defects liability, warranty and approvals of Scoreboard.

The size, quantity, position, LED specifications, LED spacing and Intensity will meet BCCI standards for hosting International event in the stadium.

2.18 **Fire Alarm and Fire Detection System**

Supply and installation of an analogue addressable fire detection and alarm system throughout all areas, including:

- All Authorities Mandatory Signage
- Fire Alarm Panel (FAP), including battery back-up
- Mimic Panel at the Security Control Room, including battery back up and high level interface with the FAP

Supply and installation of portable fire extinguishers, including:

- All Authorities Mandatory Signage
- Tamper proof cabinets to extinguishers in general public areas

2.19 **Rain Water Harvesting**

The roof and surface water, if sub-soil water table permits, would be used for Rain water harvesting. Rain water harvesting may be well system or perforated pipe system.

Use of treated rain water for flushing/gardening/HVAC shall be considered.

2.20 **Sustainability**

The scope of this project includes achieving GOLD certification under 'LEED for India 2011 – NC' Rating System.

The action items that EPC Contractor has to abide with, in order to achieve GOLD certification under 'LEED for India 2011 – NC' Rating System is described in the "Design Requirement – Sustainability" document.

2.21 **Stadium Safety & Security System**

Security is of prime importance of the project and all provisions will be made for permanent installations of the required security systems for Event and Non-Event Day.

Being an International Event Venue, provisions shall be made in the design to accommodate the extra security measures that are required to be taken in the event of VIP movement, VVIP movement in the stadium premises.

The scope of works includes the design, preparation of safety analysis, supply, delivery, installation, setting to work, testing, commissioning, defects liability, warranty and approvals including Stadium Emergency Plan for the Stadium. The Scope of work should include a fully integrated safety and security strategy that covers the entire structure and its surroundings. It is vital that security be centralised and that those responsible for implementing the strategy have a full view of all major sections of the venue. The design to ensure that

- CCTV cameras (closed-circuit television) are correctly positioned.
- The audio quality of the public address (PA) system needs to be high in order to ensure that important or emergency announcements are clearly audible throughout the venue.
- All turnstiles, safety barriers, evacuation doors and exits are designed to meet the highest safety standards.
- The stadium design must include control rooms and meeting rooms for security staff, as well as adequate facilities for the police and first aiders.
- Provision must be made for easy, direct vehicle access for emergency services.

2.22 **Public Address & Voice Alarm System**

The scope includes detailed design, supply, installation, testing and commissioning of the complete Public Address and Voice Alarm Works required for the Stadium complex.

The Public Address System shall be provided in the entire Stadium for announcement of the Games Events, Calling Staff announcement of important matters, music etc. The speakers shall be provided in the ceiling where the false ceiling is planned. Wall mounted speakers or ceiling suspended Box speakers are provided mainly in the areas where ceiling height is more than 10 meters, as per the acoustic designs.

The Speakers for Games Areas shall be of very high quality having sound range of 90 – 94 DBs. Those speakers shall be suspended from the ceiling upto the height as required in the acoustic simulation. The microphones shall be provided to the announcers. The control room shall be provided for respective areas separately. There shall be one central controlled BMS Room on the ground floor where the centralized PA system equipment's shall be provided with recording & broadcasting facilities.

The PA Systems for the entire stadium has to be divided into number of zones depending upon the requirement of that area, like entrance Lobby, Corridors, Sports Areas & External Landscape Areas. In normal Case, Piped Music shall be played in the system. When there will be any announcement, the music will stop automatically and overridden by the announcement. This system shall also be used in case of fire evacuation.

2.23 **Building Management System**

The scope includes detailed design, supply, installation, testing and commissioning of the complete BMS required for the Stadium complex.

The entire Building Management System (BMS) shall be comprised of a network of interoperable, stand-alone digital controllers. Access to the system, either locally in each building, or remotely from a central site or sites, shall be accomplished through standard Web browsers, via the Internet and/or local area network.

Minimum Data points

- Chillers
- Primary and Secondary Chilled Water Pumps
- Condenser water pumps
- Cooling Tower
- Air Handling Units with VFD
- Air washers
- Ventilation Exhaust Fans
- Diesel Generator
- Fire fighting system
- Water supply system
- Electrical system (HT and LT panels)
- Lighting control (including sports lighting)
- Lifts and Escalators
- Fire alarm system
- Safety and Security system

2.24 **Swimming pool**

A Olympic Swimming Pool of Olympic Size with tracks, and sizes, deck area, change room specs, starting blocks, lighting, etc. complying with the requirements of the FINA shall be provided.

The Pool shall be provided with all Pool accessories like ladders, lights, vacuum suction systems etc.

The Pool shall be provided with a filtration System, sized to achieve the water turnover as required by norms, and Basin Equipment (Astral, Spain or equivalent International Brand)

A Jacuzzi, poolside showers and poolside change rooms are to be accommodated in the Complex. Specification and design requirements of these areas shall be in line with the International requirements as laid down by FINA.

2.25 **External Development**

The external development includes internal roads, plaza areas.

The circulation pattern should be one-way type for easy movement and security control. Roads and pavements, with proper drainage system would be trafficable or non-trafficable as the case may be.

The colour and texture of the materials should match with the landscaping. The road network shall be designed as per IRC norms. The roads should have proper drainage and street lighting. Provision should be there for pedestrian movements along the road.

The public areas should be designed safe entries, exit and circulation for the spectators. Provisions for electric power and water should be provided at multiple locations around the plaza for establishing temporary concession and merchandising stalls.

2.26 **Landscape**

Landscape shall be professionally designed with the focus of the planting on sustainable and locally flourishing plant and grass species. The design shall be suited to the building, and the open spaces are to have soothing landscaping (both hard and soft), species, grass, plants, shrubs, walkways, water bodies etc. to achieve a healthy environment round the year. A separate sprinkler and drainage system should be designed for irrigating the green areas.

2.27 **Boundary wall & gate**

The Boundary wall & gates are to comply with the requirements of the Security department. The character of the Architectural designs is to match with that of the buildings. The height of compound wall be a minimum of 2.4 metres with protective fencing on top.

2.28 **Medical**

Medical facilities like ambulance, easy accessible upto external doors, easy exit of ambulance, Smooth and easy movement of patients (athletes, games families, service staff etc) from the points of accident to the nearest first-aid rooms (equipped with doctors, nurses, other medical staff, medicines etc) by ambulance and then, if required, to the recommended hospital.

2.29 **Provision for Disabled Athletes and Spectators**

The movement and other facilities like toilet, etc. for the physically challenged athletes and spectators are to be considered in the design of the buildings. The design should satisfy international norms for physically challenged athletes.

2.30 **Graphics & Signage and way finding**

The scope includes detailed design, supply and installation, testing and commissioning of the complete Signage required for the Stadium complex.

For this purpose, sheets of aluminium/ stainless steel/ copper/ PVC/ acrylic/ glass etc. are envisaged. The graphics and signage's may be with paints/ engraving/ cut-out letters/ photo- printing etc. including hanging/fixing arrangements and illuminations.

Scope Matrix					
S.No	Description of Item	Stadium, Pavilion & FOP	Club house	Approach Road	External Development
A	DESIGN CONSULTANCY & APPROVAL				
1	Architectural Working Drawings Consultant	Included			
2	Sports Consultants	Included			
3	Structural Design Consultant	Included			
4	MEP Consultant	Included			
5	Landscape Consultants	Included			
6	Obtaining approvals from Various statutory bodies	Included			
7	Obtaining approvals related to Construction	Included			
8	Geo Investigation / Physical Seismic refraction Survey / Wind Analysis	Included			
9	Topographic Survey	Included			
10	Structural Proof Consultant	Included			
11	Curator	Included			
12	LEED / GRIHA Consultant	Included			
13	Liasoning Consultant fees	Included			
14	Fees to Government Agencies	Excluded			
15	Project Management Consultant	Excluded			
16	Independent Consultant	Included			
B	BUILDING CONSTRUCTION				
17	RCC Structure	Included	Included	N.A	N.A
18	Masonry works	Included	Included	N.A	N.A
19	Stadium Roofing & Sheeting works	Included	Included	N.A	N.A
20	External Cladding, Finishing and Painting	Included	Included	N.A	N.A
21	Internal Partitions and Plastering	Included	Included	N.A	N.A
22	Dry wall Partitions	Included	Included	N.A	N.A
23	False ceiling works	Included	Included	N.A	N.A
24	Flooring works				
	a) Habitable/ Functional areas	Included	Included	N.A	N.A
	b) Passage, Staircase and Common area, Toilet, Utility areas	Included	Included	N.A	N.A
	c) Sports floors	Included	Included	NA	NA
25	Doors				
	a) External Doors	Included	Included	N.A	N.A
	b) Internal Doors	Included	Included	N.A	N.A
26	Windows, Structural Glazing and ventilators	Included	Included	N.A	N.A
27	Water proofing works	Included	Included	N.A	N.A

S.No	Description of Item	Stadium, Pavilion & FOP	Club house	Approach Road	External Development
28	Staircase railings and barriers	Included	Included	Included	Included
C	SITE DEVELOPMENTS				
29	Site Grading (Cutting & Filling) and other associated works like retaining wall etc.,	N.A	N.A	Included	Included
30	Access Road	N.A	N.A	Included	N.A
31	Internal Roads & Pathways including Walkway	N.A	N.A	N.A	Included
32	Storm water Drains	N.A	N.A	Included	Included
33	Boundary wall / Compound Wall along the Entire Site Perimeter and Gates as per Exit code requirements	N.A	N.A	N.A	Included
34	UG Sump	N.A	N.A	N.A	Included
35	RWH Pond	N.A	N.A	N.A	Included
36	High Mast Foundation	N.A	N.A	N.A	Included
37	Plaza Areas	N.A	N.A	N.A	Included
38	Utility Trenches & Foundations	N.A	N.A	Included	Included
39	Landscaping works including Tree planting	N.A	N.A	Included	Included
40	Security cabins & Gates	N.A	N.A	N.A	Included
41	Flag Post	N.A	N.A	N.A	Included
42	Road accessories including reflectors, markings, kerbs etc.	N.A	N.A	Included	Included
D	ELECTRICAL WORKS				
43	Substation and Transformer (Inside Site) including Civil works	Included	Included	N.A	Included
44	Earthing	Included	Included	Included	Included
45	Main HT / MV Panels	N.A	N.A	N.A	Included
46	Sub Panels	Included	Included	N.A	Included
47	Distribution Board (at Each floor)	Included	Included	N.A	Included
48	Rising main (at Each floor)	Included	Included	N.A	N.A
49	Cabling from Transformer Yard to Building Panels	Included	Included	N.A	Included
50	Power & Circuit wiring, Switches and Sockets	Included	Included	N.A	N.A
51	Telephone cabling	Included	Included	N.A	N.A
52	Internal Lightings	Included	Included	N.A	N.A
53	External Building Lighting including Façade Lighting	Included	Included	N.A	N.A

S.No	Description of Item	Stadium, Pavilion & FOP	Club house	Approach Road	External Development
54	External Street & Plaza Lighting including Solar lighting	N.A	N.A	Included	Included
55	Sports Lighting for all sports (Indoor and Outdoor)	Included	Included	N.A	N.A
56	Main cabling from UPCL Source to Stadium Transformer	N.A	N.A	N.A	Included
57	DG - 100% Back up including foundations	Included	Included	N.A	Included
58	DG - Sports Lighting including foundations	Included	N.A	N.A	N.A
59	Distribution panels & Cabling for DG's	Included	Included	N.A	Included
60	UPS & Batteries - Emergency Lighting immediately after power failure till DG power starts	Included	Included	N.A	Included
E	AIRCONDITIONING & VENTILATION SYSTEM				
61	High End Equipment's like Chillers, Pumps, Colling towers	Included	Included	N.A	N.A
62	Floor / Ceiling mounted AHU	Included	Included	N.A	N.A
63	Mechanical Ventilation	Included	Included	N.A	N.A
64	External Chilled water Piping	Included	Included	N.A	Included
65	Internal Chilled water Piping	Included	Included	N.A	N.A
66	Internal Air conditioning distribution with all ancillary works	Included	Included	N.A	N.A
67	Civil & Electrical works to Commission the HVAC System	Included	Included	N.A	N.A
F	PLUMBING AND SANITARY WORKS				
68	Sanitary & CP Fixtures	Included	Included	N.A	N.A
69	Internal Water supply & Sewerage Lines	Included	Included	N.A	N.A
70	External Water supply & Sewerage Lines	N.A	N.A	N.A	Included
71	UG Tanks including Fire fighting tank	N.A	N.A	N.A	Included
72	Connection to STP / Holding tank	N.A	N.A	N.A	Included
73	Domestic Water Storage Tanks	N.A	N.A	N.A	Included
74	RO system for Ground Water Purification	Included	Included	N.A	Included
75	STP for Stadium & Sports College	N.A	N.A	N.A	Included
76	Sprinklers for Landscaping	N.A	N.A	Included	Included
G	FIRE FIGHTING				
77	Fire fighting Pumps	N.A	N.A	N.A	Included
78	External Hydrant System	N.A	N.A	N.A	Included
79	Internal Hydrant System	Included	Included	N.A	N.A
80	Sprinkler System	Included	Included	N.A	N.A

S.No	Description of Item	Stadium, Pavilion & FOP	Club house	Approach Road	External Development
81	Extinguishers & Accessories	Included	Included	N.A	Included
82	Internal & External Fire signages	Included	Included	N.A	Included
83	Fire water Storage Tanks	N.A	N.A	N.A	Included
84	Approval from Fire Department	Included	Included	Included	Included
H	LV SYSTEM				
85	Fire alarm System	Included	Included	N.A	N.A
86	CCTV	Included	Included	N.A	Included
87	Public Address System & Stadium Sound system	Included	Included	N.A	Included
88	Access Control System	Included	Included	N.A	N.A
89	LAN & EPABX System	Included	Included	N.A	N.A
90	Security Turnstiles & Equipment's	Included	Included	N.A	N.A
91	Conduiting and Cables for Telephone, Data, Networking	Included	Included	Included	Included
92	Networking Servers, Active Switches, Hubs and mounting racks, Computers	Included	Included	N.A	N.A
93	AV Equipment's, Projectors, Screen, MATV, Telephone sets & Hardware	Included	Included	N.A	N.A
94	Telecommunication equipment's like VSAT, Modem etc.,	Included	Included	N.A	N.A
I	ELEVATORS				
95	Passenger Lift	Included	Included	N.A	N.A
96	Service Lift	Included	Included	N.A	N.A
97	Escalators, Travelators	N.A	N.A	N.A	N.A
J	SPORTS & FIELD EQUIPMENT				
98	Special Grass over field area, Pitch Development	Included	N.A	N.A	N.A
99	Subsoil Drainage System	Included	N.A	N.A	N.A
100	Automated Sprinklers in FOP	Included	N.A	N.A	N.A
101	Camera Platforms and Conduits	Included	Included	N.A	Included
102	Sports Lightings (Indoor & Outdoor)	Included	N.A	N.A	N.A
103	Score Boards & Electronic / Video Screen	Included	N.A	N.A	N.A
104	Field Equipment for Maintenance of FOP	Included	N.A	N.A	N.A
105	Sports Equipment for Cricket	Included	N.A	N.A	N.A
106	Indoor Sports Equipment	Included	Included	N.A	N.A
107	Gymnasium Equipment	Included	Included	N.A	N.A
108	Swimming Pool and Equipment	N.A	Included	N.A	N.A
109	Outdoor Sports Equipment	N.A	N.A	N.A	Included
110	Stadium Seating, VIP, VVIP Seats, corporate box seats and temporary seats	Included	N.A	N.A	N.A

S.No	Description of Item	Stadium, Pavilion & FOP	Club house	Approach Road	External Development
K	INTERIOR WORKS				
111	Furniture & Fixtures in North & South Pavilion	Included	Included	N.A	N.A
112	Workstations, Storage Units, Chairs & Office furniture	Included	Included	N.A	N.A
113	Media Facilities & Networking Cablings	Included	N.A	N.A	N.A
114	Interior Fitout works including dry wall partitions	Included	Included	N.A	N.A
115	Acoustic Treatment in Auditorium / Media rooms	Included	Included	N.A	N.A
116	Lockers & Shower Cubicles	Included	Included	N.A	N.A
117	Kitchen and Dining equipment	Included	Included	N.A	N.A
118	Internal Signage	Included	Included	N.A	N.A
119	External Signages	Included	Included	Included	Included
120	Directional Signages	Included	Included	Included	Included
121	Ticketing Booth	Included	N.A	N.A	N.A
122	Dustbins (Internal & External) , Fragrance System	Included	Included	N.A	Included
123	Roller Blinds for Windows	Included	Included	N.A	N.A
124	Toilets & Concession Stands	Included	Included	N.A	N.A
L	OTHERS				
125	Project Finance & Maintenance beyond DLP & Operations	Excluded	Excluded	Excluded	Excluded
126	Arts & Artifacts, Murals, Garden Sculptures, Art Consultants Fee etc,	Excluded	Excluded	N.A	N.A
127	Posters, Display Boards and Graphics etc	Excluded	Excluded	N.A	N.A
128	Perimeter Security System including all kind of barriers	Excluded	Excluded	N.A	N.A
129	Temporary Security System during operation of Stadium on Event day	Excluded	Excluded	N.A	N.A
130	Deep Cleaning and House Keeping requirements for Site	Excluded	Excluded	N.A	N.A

SCHEDULE 2

LIST OF FACILITIES

About the Project:

The proposed area for the Project is spread across 25 acres of land. The Project shall cover all the facilities mentioned below with other allied utilities.

S.no	Description
1	Site Area under development
2	FOP _ Ground preparation, Irrigation System, Sub Soil component for Ground & Practice Pitch
3	Roof Cover to be 50% of seaters

Sl. No	Description of Facilities	Nos
1	Main Ground as per ICC Standards with 7 Pitches	1
2	Display Board displaying score and other details with AV Screen provisions	1
3	Equipment Storage Area for roller, covers, Super Sopper Machines, Practice Net Storage with Curator Workstation.	1
4	Flood lights as per ICC Standard for International Broadcast	-
5	Sight Screens	2
6	Power Control Room	1
7	Public Address System	1
8	Pitches inside 30-yard circle - 7 numbers	1
9	Spectator Seating with requisite Concourse, Toilets and other amenities as per Indian standards	30000
South Pavilion		
10	Players Locker Rooms with all amenities as per ICC Standards including Steam, Sauna, Jacuzzi, Dining Areas, Kit Room etc.	2
11	Anti-Corruption Room	2
12	Venue Operations Control Room	2
13	Third Umpire Room	1
14	Match Referee Room	1
15	Scorer Room	1
16	Medical Room	1

Sl. No	Description of Facilities	Nos
17	Doping Control Room	1
18	Venue Operations Control Room	2
19	Stadium Office	1
20	Presidential Suite	1
21	Corporate Box	40
22	Dining Hall –VIPs	As Required
23	VIP Lounge	As Required
North Pavilion		
24	Press Conference Room	1
25	Broadcast Control Room	1
26	Catering for Broadcast	1
27	Studio	1
28	Feed Room	1
29	Broadcast Sponsor Rooms	4
30	Written Press Box	1
31	Dining for Written Press Box	1
32	TV Commentator Box	2
33	Radio Commentator Box	1
34	VIP Lounge	As Required
35	Toilets	1
36	Stadium Management Offices	1
Other Facilities		
37	Commercial / Retail Areas	1200 SqM
38	Dormitories for younger groups	100
39	Warden Room	1
40	Kitchen Room	1
41	Dining area	1
42	Storage Facilities	1
Practice Ground		
43	Practice Ground (70 Yards (playing area) + 3 Yards (drain and area behind boundary rope)	1

Sl. No	Description of Facilities	Nos
44	Sight Screens	2
45	Ground maintenance space, soil store, soil sorting, turf bank and ground drainage system capable of drying the ground within 2 hr. of an outpour.	1
46	Pitches inside 30-yard circle – 5	1
47	Practice pitches	6
48	Player's Changing Room	2
Club House Complex		
49	All weather Indoor Pitches	5
50	Swimming Pool (25m X 13m)	1
51	Outdoor Tennis Courts	3
52	Squash Courts	2
53	Badminton Court	2
54	Equipment Store	1
55	Cafeteria	
56	Player's Changing Room	2
57	Library	1
58	Banquet Halls	
59	Pre-Function Area	
60	Green Room	
61	Banquet Store	
62	Central Kitchen for Banquet	
63	First Aid Room	
64	Fitness Centre	
65	Administration Area	
66	Restaurant	
67	Kitchen for Restaurant	
Security & Facility Management		
68	Security Kiosk at all entry and exit gates and strategic positions/ watch out towers around the campus	8
69	Surveillance Room	1
Services		
70	Electrical Substation & DG Room	1

Sl. No	Description of Facilities	Nos
71	Main Electrical Control Room	1
72	Main Water Tank	1
73	Rainwater Harvesting & Storage Area	1
74	Landscaping	
75	Sewage Treatment Plant	1
77	Effluent Treatment Plant	
78	Boundary Wall	

SCHEDULE 3
THE FEES

SCHEDULE 4

[FORMAT OF GUARANTEE TO BE ISSUED BY ANY INDIAN NATIONALISED BANK OR AN INDIAN SCHEDULED BANK (OTHER THAN COOPERATIVE BANK) OR FOREIGN BANK HAVING A BRANCH IN KANPUR, UP, INDIA AND APPROVED BY UPCA IN ITS SOLE DISCRETION]

Uttar Pradesh Cricket Association,
Kanpur-208012, UP
India

1. In consideration of _____ Limited having its principal place of business at _____ (hereinafter called "**Company**" which expression shall unless repugnant to the subject or context mean and include its successors in office, executors, administrators, permitted assigns and the like) having agreed under the terms and conditions of the Services Agreement dated [●], executed with the Uttar Pradesh Cricket Association [84/31, 19, Kamla Club, Kalpi Road, Kanpur, UP- 208012] (hereinafter called "**UPCA**" which expression shall unless repugnant to the context or meaning always mean and include its successors in office, executors, permitted assigns and the like) and being required to provide a Performance Bank Guarantee to UPCA for INR *inter alia* for the due fulfilment by the Company of its obligations under the Services Agreement.
2. The Company has approached us for issuing the said guarantee and at their request and on receipt of sufficient consideration by us, we, *ICICI BANK Ltd.*, constituted and established under [*Relevant Statute*], having our office at 113/171, Swaroop Nagar, Kanpur-208002 (hereinafter called "**Bank**" which expression shall unless repugnant to the subject or context mean and include its successors in office, executors, administrators, permitted assigns and the like) have agreed to give such guarantee as hereinafter mentioned.
3. We hereby undertake and agree unconditionally and irrevocably with UPCA that we shall on first claim in writing from UPCA, without any demur, reservations, contest, recourse or protest and without any reference to the Company, pay to UPCA a sum not exceeding INR _____, either in full or in part (to be decided at UPCA's discretion), in such manner as UPCA may direct from time to time. Any such claim made by UPCA on us shall be final, conclusive and binding notwithstanding any difference or any dispute between UPCA and the Company or any other legal proceedings, pending before any Court, tribunal, arbitrator or any other authority. For the avoidance of doubt, UPCA may call upon this guarantee on any number of occasions subject to the limit of the guarantee, being INR __.
4. UPCA shall have the full liberty, without reference to us and without affecting this guarantee, to postpone for any time or from time to time the exercise of any of the powers and/or any rights conferred on UPCA under the Services Agreement, which under the Law relating to the Sureties would, but for this provision, have the effect of releasing us.
5. We confirm and agree that this guarantee shall not be discharged, reduced or diluted (i) due to any variance whatsoever made in the terms of the Services Agreement between the Company and UPCA without our consent; and/or (ii) due to any contract between the Company and UPCA by virtue of which UPCA makes a composition with or promises to give time to or not to sue the Company.

6. We confirm and agree that this guarantee shall be valid and binding irrespective of UPCA having any other guarantee/s from the Company relating to its obligations and UPCA need not proceed with those guarantee/s before invoking the guarantee given hereunder.
7. We further confirm and agree that UPCA need not initiate any proceeding, claim, action or raise any demand against the Company before lodging any claim hereunder.
8. The guarantee herein contained shall not be determined or otherwise affected in any way;
 - (a) by the liquidation or winding up or dissolution or change(s) in the constitution of the Company;
 - (b) by any forbearance by UPCA whether as to payment, time, performance or otherwise, or by any other indulgence or matter of whatever nature accorded by UPCA to the Company; or
 - (c) by anything which would have discharged us (wholly or in part), but for this provision, of our obligations under this guarantee or which would have afforded us any legal or equitable defence,but shall for all purposes be binding and operative until the due and proper performance by the Company of all its obligations under the Services Agreement and shall, in any event, continue till the expiry of the term of this guarantee.
9. This guarantee shall be irrevocable and shall remain valid till _____.
10. Notwithstanding anything contained in this guarantee :
 - (a) Our liability under this guarantee shall not exceed and is restricted to
INR _____
 - (b) This guarantee shall remain valid and enforceable up to and including _____
[Please note that 3 (three months of claim period will be added after the BG validity date)].
 - (c) Unless a demand/claim under this guarantee is served upon us in writing within the time in which this guarantee is stated to be in force as referred to in paragraph 10(b) above, all the rights of UPCA under this guarantee shall stand automatically forfeited and we shall be relieved and discharged from all liabilities mentioned hereinabove.
11. A demand for payment under this guarantee shall be deemed to have been sufficiently made if a claim in writing is sent by post or by fax or hand delivered to us to the above-mentioned address/ fax number. Interest at the rate of 18% p.a. shall be applicable on all delayed payments under this Bank Guarantee.
12. We shall not be entitled to assign this guarantee.
13. Payments to be made under this guarantee shall be made in *[Indian Rupees]* without any deduction, withholding or set off of any kind.

14. This Guarantee shall be governed by and construed in accordance with the substantive laws of India. Courts at Kanpur, Uttar Pradesh shall have exclusive jurisdiction in relation to this Guarantee.

Dated this _____ day of _____ 20____ at _____.

SCHEDULE 5

RELEVANT EXTRACT FROM MEMORANDUM OF ASSOCIATION AND RULES AND REGULATIONS OF UPCA CONTAINING PROVISIONS RELATING TO CONFLICT OF INTEREST

(Capitalized terms used in this Schedule 5 but not defined herein shall have the meaning assigned to them under the Memorandum of Association and Rules and Regulations of UPCA)

38. CONFLICT OF INTEREST

(1) A Conflict of Interest may take any of the following forms as far as any individual associated with the UPCA is concerned:

- (i) *Direct or Indirect Interest:* When the UPCA, a Member, the IPL or a Franchisee enter into contractual arrangements with entities in which the individual concerned or his/her relative, partner or close associate has an interest. This is to include cases where family members, partners or close associates are in positions that may, or may be seen to compromise an individual's participation, performance and discharge of roles.

Illustration 1: A is an Office Bearer of the UPCA when it enters into a broadcast contract with a company where A's son B is employed. A is hit by Direct Conflict of Interest.

Illustration 2: C is a Member of the IPL Governing Council. The IPL enters into a contract with a new franchisee, the Managing Director of which is C's partner in an independent commercial venture. C is hit by Indirect Conflict of Interest.

Illustration 3: D is the Office Bearer of a State Association. D's wife E has shares in an IPL Franchisee which enters into a stadium contract with the State Association. D is hit by Indirect Conflict of Interest.

Illustration 4: F is President of the UPCA. His son-in-law is a Team Official of a Franchisee. F is hit by Conflict of Interest.

Illustration 5: G is an employee of the UPCA. His wife runs a catering agency that is engaged by the UPCA. G is hit by Conflict of Interest.

- (ii) *Roles compromised:* When the individual holds two separate or distinct posts or positions under the UPCA, a Member, the IPL or the Franchisee, the functions of which would require the one to be beholden to the other, or in opposition thereof.

Illustration 1: A is the Coach of a team. He is also Coach of an IPL Franchisee. A is hit by Conflict of Interest.

Illustration 2: B is Secretary of the UPCA. He is also President of a State Association. B is hit by Conflict of Interest.

Illustration 3: C is the Vice President of the UPCA. He is also President of a State Association and member of a Standing Committee. C is hit by Conflict of Interest.

Illustration 4: D is a Selector. He is also coach of an IPL franchisee. D is hit by Conflict of Interest.

- (iii) *Commercial conflicts*: When the individual enters into endorsement contracts or other professional engagements with third parties, the discharge of which would compromise the individual's primary obligation to the game or allow for a perception that the purity of the game stands compromised.

Illustration 1: A runs a cricket academy. He is appointed as a selector. A is hit by Conflict of Interest.

Illustration 2: B is a UPCA commentator. He also runs a sports management company which contracts members of the team. B is hit by Conflict of Interest.

Illustration 3: C is a selector. He is contracted to write a column on a tour that the national team is on. C is hit by Conflict of Interest.

Illustration 4: D is a team captain. He is also co-owner of a sports management agency which is contracted to manage other team members. D is hit by Conflict of Interest.

Illustration 5: E is a member of the IPL Governing Council. He is engaged by a cricket broadcaster to act as an IPL commentator. E is hit by Conflict of Interest.

- (iv) *Prior relationship*: When the individual has a direct or indirect independent commercial engagement with a vendor or service provider in the past, which is now to be engaged by or on behalf of the UPCA, its Member, the IPL or the Franchisee.

Illustration 1: A is President of the UPCA. Prior to his taking office, he has been engaged professionally for his services by a firm B. After A becomes President, B is appointed as the official consultants of the UPCA. A is hit by Conflict of Interest.

Illustration 2: B is the Secretary of a State Association. Prior to his election, he ran a firm C, specializing in electronic boundary hoardings. Upon becoming Secretary, the contract for the Association's stadium hoardings is granted to C. B is hit by Conflict of Interest.

Illustration 3: D is the Commissioner of the IPL. Before he came into this office,

he used to engage E as his auditor for his business. After becoming Commissioner, E is appointed as auditor to the IPL. D is hit by Conflict of Interest.

Illustration 4: F is the Captain of an IPL team, and G is the team's manager. When F is made Captain of the national team, G is appointed as the national team's manager. F is hit by Conflict of Interest.

- (v) *Position of influence*: When the individual occupies a post that calls for decisions of governance, management or selection to be made, and where a friend, relative or close affiliate is in the zone of consideration or subject to such decision-making, control or management. Also, when the individual holds any stake, voting rights or power to influence the decisions of a franchisee / club / team that participates in the commercial league(s) under UPCA;

Illustration 1: A is a selector. His son is in the zone of consideration for selection. A is hit by Conflict of Interest.

Illustration 2: B is the Secretary of a State Association. He also runs a cricket academy in the State. B is hit by Conflict of Interest.

Illustration 3: C is an umpire. His daughter D is a member of a team which is playing a match in which C officiates. C is hit by Conflict of Interest.

Illustration 4: E is the President of a State Association and his company F owns 12 cricket clubs in the State from which probables are selected for the State team. E is hit by Conflict of Interest.

EXPLANATION: The Illustrations which refer to a President / Secretary / Vice-President may be read as illustrations referring to any other Office Bearer, and also to the members of the Apex Council, the Governing Council and the Committees.

- (2) Within a period of 15 days of taking any office under the UPCA, every individual shall disclose in writing to the Apex Council any existing or potential event that may be deemed to cause a Conflict of Interest, and the same shall be uploaded on the website of the UPCA. The failure to issue a complete disclosure, or any partial or total suppression thereof would render the individual open to disciplinary action which may include termination and removal without benefits. It is clarified that a declaration does not lead to a presumption that in fact a questionable situation exists but is merely for information and transparency.
- (3) A Conflict of Interest may be either Tractable or Intractable:
- (a) Tractable conflicts are those that are resolvable or permissible or excusable through recusal of the individual concerned and/or with full disclosure of the interest involved.
 - (b) Intractable conflicts are those that cannot be resolved through disclosure and

recusal and would necessitate the removal of the individual from a post or position occupied so that the conflict can cease to exist.

Explanation: In Illustration 3 to Rule 38(1)(i), if the wife held 51% shares, the conflict will be treated as intractable. If the wife holds 3% shares, whether the conflict is tractable or intractable will have to be decided by the Ethics Officer on the facts of the case. If the wife holds only 100 shares out of 1 crore shares, a disclosure of the same may be sufficient.

- (4) It is clarified that no individual may occupy more than one of the following posts at a single point of time except where prescribed under these Rules:
- (a) Player (Current)
 - (b) Selector / Member of Cricket Committee
 - (c) Team Official
 - (d) Commentator
 - (e) Match Official
 - (f) Administrator / Office-Bearer
 - (g) Electoral Officer
 - (h) Ombudsman & Ethics Officer
 - (i) Auditor
 - (j) Any person who is in governance, management or employment of a Franchisee
 - (k) Member of a Standing Committee
 - (l) CEO & Managers
 - (m) Office Bearer of a Member
 - (n) Service Provider (Legal, Financial, etc.)
 - (o) Contractual entity (Broadcast, Security, Contractor, etc.)
 - (p) Owner of a Cricket Academy
- (5) As far as incumbents are concerned, every disclosure mandated under Sub-Rule (3) may be made within 90 days of the Effective Date.

39. THE ETHICS OFFICER

- (1) The UPCA shall appoint an Ethics Officer at the Annual General Meeting for the purpose of guidance and resolution in instances of conflict of interest. The Ethics Officer shall be a retired Judge of a High Court so appointed by the UPCA after obtaining his/her consent and on terms as determined by the UPCA in keeping with the dignity and stature of the office. The term of an Ethics Officer shall be one year, subject to a maximum of 3 terms in office.
- (2) Any instance of Conflict of Interest may be taken cognizance of by the Ethics Officer:
 - (a) Suo Motu;
 - (b) By way of a complaint in writing to the official postal or email address; or
 - (c) On a reference by the Apex Council;
- (3) After considering the relevant factors and following the principles of natural justice, the Ethics Officer may do any of the following:
 - (a) Declare the conflict as Tractable and direct that:
 - (i) the person declares the Conflict of Interest as per Rule 00; or
 - (ii) the interest that causes the conflict be relinquished; or
 - (iii) the person recuses from discharging the obligation or duty so vested in him or her.
 - (b) Declare the conflict as Intractable and direct that:
 - (i) the person be suspended or removed from his or her post; and
 - (ii) any suitable monetary or other penalty be imposed; and
 - (iii) the person be barred for a specified period or for life from involvement with the game of cricket.

The Ethics Officer is wholly empowered to also direct any additional measures or restitution as is deemed fit in the circumstances.

SCHEDULE 6 PROJECT

MILESTONES

The below is purely indicative and shall be finalized with the qualified Service Provider during the process of agreement:

SL No	Description of Milestones	Expected Date of Completion
1	Mobilisation at site	D+1 Month
2	Completion of Initial Concept Designs and Master Architectural Plans	D+3 Month
3	Completion of Design Basis Report	D+4 Month
4	Completion of Site Clearance & Site Grading	D+4 Month
5	Completion of Detailed Design Drawings	D+6 Month
	Construction of Main Ground & Practice Pitches	
6	Completion of all foundation activities including raft, and lift well	D+10 Month
7	Completion of Core and Shell work (civil works)	D+20 Month
8	Completion of Blockwork	D+22 Month
9	Completion of Plastering	D+24 Month
10	Completion of Erection Work	D+26 Month
11	Completion of Finishing Work, Main Ground & Practice pitches	D+28 Month
	Construction of Club House	
12	Completion of all foundation activities including raft and lift well	D+15 Month
13	Completion of Civil Works	D+18 Month
14	Completion of Block work	D+20 Month
15	Completion of Plastering	D+22 Month
16	Completion of Finishing work	D+25 Month
	Construction of Services	
17	Completion of all Services work	D+28 Month
18	Completion of De-Snagging work	D+29 Month
19	Completion of Commissioning & Handover	D+30 Month

Note:

D = Effective Date

APPENDIX A

PROJECT SPECIFICATIONS

[Attached Separately]

APPENDIX B PAYMENT

SCHEDULE

[Attached Separately]

APPENDIX C

SERVICE PROVIDER'S KEY STAFF

Sl.NO	Position	Name
1	K-1: Project Manager	
2	K-2: Senior Architect	
3	K-3: Senior Structural Engineer	
4	K-4: Construction Manager –Civil	
5	K-5: Construction Manager – MEP	
6	K-6: Project Planning Expert	
7	K-7: Procurement Expert	
8	K-8: Project Coordinator	
9	K-9: Quality Control Expert	
10	K-10: Electrical / Automation Expert	
11	K-11: Legal & Liaising Expert	
12	K-12: Environment Health Safety Expert	

APPENDIX D

LIST OF APPROVED MAKES

To maintain the desired standards of design and construction of the Project, the interested parties shall adhere to the following specifications & standards as listed in the table below. UPCA reserves the right to make any modifications to the list of approved makes.

In case certain materials are required for the successful completion of the project and are not included in the Material list given below, then in such a case the Interested Parties can suggest UPCA with manufacturers/makes. UPCA may take appropriate decisions in this respect to final specification and makes of the material. In case the Interested Party intends to use any item of manufacturers/makes other than those mentioned here, written communication and approval is to be sought from UPCA prior to procurement of such materials.

SI No.	Materials	Vendors
Earth work		
1.1	Chlorpyriphos (Pre-construction treatment)	DE-NOCIL, Bayer
1.2	Damp proof material	Impermo, Dura seal, ACCO-proof
Concrete works		
2.1	Cement (OPC/PPC)	ACC, Ultratech, Ambuja, J.K. Cement or from any other reputed cement Manufacturer having a production capacity not less than one million tonnes per annum as approved by UPCA
2.2	White cement	ACC, Birla, J.K. white
2.3	Chemical Admixtures	Pidilite, Sika, FOSROC, BASF
2.4	Expansion joint board	Supreme Industries, SIL FILL or equivalent
RCC Works		
3.1	Reinforcement steel	SAIL, TATA(TISCON), RINL, JSW Steel Ltd., Jindal Steel & Power Ltd
Steel work		
4.1	Structural Steel	SAIL, TATA (TISCO), RINL
4.2	M.S. Pipe, Tubes, Bar, Flats, Angle, Tee Sections	SAIL, TATA (TISCO), RINL, JINDAL
Door		

SI No.	Materials	Vendors
5.1	Wooden Flush Doors	Greenply, Century Ply, Mayur ply, Austin, Anchor, Kanara wood and plywood industries, National Plywood's, Kitlam
5.2	Waterproof ply	GreenPly,Garnet, Century, Anchor Kanara wood & plywood industries
5.3	Commercial Ply.	Archid ply, Century, Donear, Green Ply, Anchor, Kanara wood and plywood industries
5.4	High Pressure Laminate	Greenlam, Century, Merino, Royal Touch, Formica, Decolam
5.5	Antistatic high-Pressure Laminate	Formica, Bakelite, Hylam
5.6	Pre-laminated particle board- exterior grade	Merino, GreenLam, Kitlam, Eco board Associate Décor, Century Plyboards India Limited
5.7	Gypsum board	Saint Gobain, Lafarge, Boral, Armstrong, India Gypsum
5.8	Melamine polish	Asian paints Melamine Gold, Wood fin of Pidilite Industries, Timbertone of ICI Dulux.
5.9	Door Hardware	Kich, Ozone, Geze, Dorma, Hafele, Allegion, Godrej
5.10	Hydraulic door closers / Floor springs	Godrej, Dorma
5.11	Locks / Latches	Dorset, Godrej
5.12	Metallic Steel Fire Door	Dorma, Promat, Godrej, Shakti, Metaflex
5.13	Intumescent strip for FRD Shutters	Hilti, Raven, Promat, Pemko, Intumex, Astroflame

SI No.	Materials	Vendors
5.14	Fire Rated Hardware	Dorma, Ingersoll-Rand, Geze
5.15	Non Metallic Fire Door	Shakti Met Door, Promat, Navair, Godrej, Diamond
5.16	Stainless steel screws for fabrication and fixing of windows	Kundan, Puja, Atul, Arrow
5.17	Butt Hinges openable Window shutters	Hafele, Alu Alpha, Dorma, Neki
5.18	Ball Bearing Hinges and Spring	JJ (Imported) from Shalimar, Magnum, Dorma, Hafele, Neki
5.19	Rolling Shutters and Grills	Standard, Swastik, Shubhdwar
5.20	Mild Steel Butt Hinges/Piano Hinges	Jolly, Garg, AMIT, Jyoti
5.21	Nuts Bolts/screws	Kundan, Puja, Atul, Arrow
5.22	Concealed Towel Bolt	Ingersoll-Rand, Alu Alpha, Dorma
5.23	Acoustic insulation	U.P. Twiga Ltd, Lloyd insulation, Saint Gobain
5.24	Glass / reflective Glass	Saint Gobain, ModiGuard, AIS India, Hindustan
5.25	UPVC windows	Fenesta, LG, QUTE
5.26	Clear Float Glass	Saint Gobain, Asahi, ModiGuard

SI No.	Materials	Vendors
5.27	Source for tempering Refl. Glass / Clear	FUSO, Saint Gobain, Guhring
5.28	Fire rated Glass	Pyroswiss of Saint Gobain, Pyran of Schott, Pilkington, Ferilite
Flooring		
6.1	Double charged Vitrified Tiles	Asian, NITCO, RAK, Restile, Kajaria, Johnson, Orientbell
6.2	Rectified Glazed Ceramic Tiles	NITCO, RAK, Kajaria, Asian
6.3	Synthetic sports flooring	Armstrong, LG, Wonder floor
6.4	Linoleum sports flooring	Armstrong, Pergo, Gerflor
6.5	False Floor	Hewetson, Unifloor, Unitile, Kebao, Pinnacle
6.6	Engineered wood flooring	Armstrong or Equivalent Make
6.7	Floor Springs	Dorma, Ingersoll Rand, Geze, Hafele
6.8	Cement Concrete Paver Tiles and Blocks	NITCO, Poddar, Eurocon, Dazzle, Super Tiles and Marbles
6.9	Interlocking Concrete Blocks	Birla, Shree, Hindustan Tiles, Vyara Tiles, Nitco, Gurjari, Conwood,
6.10	High Density fibre (HDF) Pre-Laminated board	Pergo, Armstrong, Durian
6.11	Synthetic Carpet Tiles	TOLI, Hollytex Standard Carpets

SI No.	Materials	Vendors
Finishing		
7.1	Paint/primer/oil bound distemper Acrylic paint	Asian Paints, ICI Dulux, Nerolac, Berger
7.2	Waterproof cement paint	Snowcem India Ltd., Asian Paints, Berger,
7.3	Synthetic enamel paint	Berger, Nerolac, Asian, ICI
7.4	White Cement based wall putty	JK wall putty, Birla wall care, AsianPaints,
7.5	Acrylic textured plaster	Asian Paints, Spectrum Paints, Heritage.
7.6	Ready mix Cement plaster	Walplast, Ultratech, Madras Cement Ltd.
7.7	Melamine polish	Asian paints, Woodfin Timber stone, Polycure
7.8	Fire Retardant paint	Jotun, Hilti, AkzoNobel
7.9	Mirror Glass	Modi Guard, Saint Gobain, Asahi, Atul
7.10	Anti-Corrosive Bitumastic Paint	Asian/ Berger/ Shalimar
7.11	Epoxy Paint	Asian/ Berger/ Shalimar/ Tuff Coat
7.12	Epoxy Coating, Epoxy Joint Filler	BASF, Fosroc, Laticrete
7.13	Metallic Paint	Asian, Berger, Dulux

SI No.	Materials	Vendors
7.14	Fire Rated Paints	Asian, Berger, Shalimar
7.15	Silicon coating	Dow Corning, BASF, GE, Wacker
Aluminium Work		
8.1	Aluminium Systems / Anodized aluminium fittings for doors / windows	Schuco, Bhoruka, Kawneer, Hardima, Everite, Sigma
8.2	Stainless steel Fittings	Reputed leading brands as approved by UPCA
8.3	Aluminium Sections	Hindalco / Jindal
8.4	Friction stay hinges	Earl-Bihar
8.5	E.P.D.M. Gaskets	Anand / Roop / Bohra / Hanu / Ameer Rubber
8.6	Silicon Gaskets	Shree Gaurav, Roop
Water Proofing		
9.1	Water proofing compound	Fosroc, Sika, Pidilite, Cico, Impermo, BASF, Ardex Endura, Chryso Struco Excel
9.2	Membrane Waterproofing system	BASF, STP cum effluent treatment plant limited, Texsa, WR Grace, Pidilite, Hydrotech.
9.3	Chemical Waterproofing system	BASF, MC-Bauchemie, Sika, Sunanda Specialty Coatings, Perma Construction Aid, Fosroc, Pidilite
9.4	Water stops	Hydrotite, BASF, Hydroswell

SI No.	Materials	Vendors
9.5	PVC Perforated Pipes	Rex Polyextrusion, Akash Enterprises, Zenplas Pipes.
Miscellaneous		
10.1	Structural Sealant	Dow Corning, Wacker, GE Silicones, Fosroc, BASF
10.2	Polysulphide sealant	Pidilite, Fosroc, Choksey, Chemicals, Tuff Seal
10.3	Bitumen impregnated Board	Shaltex or equivalent
10.4	Polyethylene backer rod	Supreme Ind. Ltd. Or equivalent
10.5	Epoxy	Fosroc / CICO / Ardex
10.6	False Ceiling Members (Perimeter, ceiling section, intermediates, angles etc.)	Armstrong, Gyp. Steel of India Gypsum Ltd (Saint Gobain)
10.7	False Ceiling System along with supporting grid for Mineral Fibre Tiles	Armstrong, USG, Saint Gobain
10.8	False Ceiling System along with supporting grid for Calcium silicate Board	Hunter Douglas, Interarch, Laxmi, Saint Gobain
10.9	False Ceiling System along with supporting grid and Gypsum board	India Gypsum, Boral, Saint Gobain
10.10	Welding rod	Advani, Esab
10.11	Metal Deck sheet	Tata, Sail
10.12	Shear Stud / Connector	KOCO or equivalent

SI No.	Materials	Vendors
10.13	Clamp, Rebar, Chemical fastener	Hilti, Fischer, Wurth
10.14	Anchor Fasteners / bolts	Hilti, Fischer, Halfen, Arrow, Shakti
10.15	Masking Tapes	3M, Sun Control, Wonder Polymer
10.16	Dash Fastener	Hilti, Fischer, Anchor, Kundan, Arrow, Shakti
10.17	Stainless Steel Bolts, Washers and Nuts	Kundan, Puja, Atul, Hilti
10.18	Stainless Steel Pressure Plate Screws	Kundan, Puja, Atul
10.19	Stainless Steel friction Stay hinges	Hettich, Hafele, Securistyle, Earl Bihari, ROTO
10.20	Weather Silicon make and grade	Dow Corning / Momentive (GE)
10.21	Structural Silicon	Dow Corning / Momentive (GE)
10.22	GRC Jali	Terra Firma, Ecovision & Mahesh GRC
10.23	Stainless Steel	Salem, Jindal, SAIL
10.24	Polycarbonate Sheet	Danpalon, Dpi System, Solalite, Everlite, Alcox,
10.25	Post tensioning system	CRUX, VSL, Ultracon, BBR

SI No.	Materials	Vendors
10.26	PT Strands	DP Wires, Tata, Usha Martin
10.27	Adhesive	Dunlop, Vam Organic, Sika, Fosroc, Pidilite
10.28	Grouts	Balendura Lativete, Kerakoll, Weber, Pidilite, Sika, Fosroc, BASF
10.29	Solar studs / Median markers	3M, Avery Dennison, Nikkalite
10.30	Polycarbonate Convex Mirrors, Rubberised road hump	Unique safety solutions
10.31	Air transfer grills	Cool grills Pune, Systemair India
10.32	Calcium Silicate Board for False Ceiling	Hilux, Starpane
Public Health		
11.1	Vitreous Commodes / wash basin	Hindware, Parryware, Jaquar
11.2	Water supply fixtures / fittings like bib cocks, shower panels	Jaquar, Kohler
11.3	GI Pipes	TATA, Zenith, Jindal.
11.4	GI pipe fittings	Zoloto, Unik, HB, ICS
11.5	RCC Pipes	Indian Hume Pipe, Al-Hume pipe, Madurai spun pipes
11.6	Spun cast iron covers & gratings	Neco or equivalent make

SI No.	Materials	Vendors
11.7	Spun cast Iron pipes	Neco, Lanco, Jindal, Kesoram, Electrosteel
11.8	Spun cast Iron fittings	Neco, Electrosteel, Kartar
11.9	SCI pipes	Neco, Kesoram, Electrosteel
11.10	SWR PVC pipes and fittings	Supreme, Astral, Finolex, Prince.
11.11	CPVC pipe and fittings	Supreme, Astral, Finolex, Prince.
11.12	UPVC pipes	Supreme, Prince, Finolex
11.13	Water supply valves	Zoloto, RB Leader, ARCO
11.14	Stainless steel Kitchen sinks	Nirali or Hind ware, Johnson, Franke, Diamond, Silver shine, Neel Kamal.
11.15	SFRC Cover and grating	Kutty, KK, Advent, Nu-tech Concrete
11.16	Air release valves	Kirloskar, RBM, Kartar
11.17	CI double flange sluice valve	Kirloskar, RBM, Kartar
11.18	Plastic encapsulated Footrest	KK India, KGM, Accurate Buildcon
11.19	Gun metal valves	Zoloto, Leader, Sant, Andco India

SI No.	Materials	Vendors
11.20	CI Double flanged sluice valves	Kirloskar, IVS, BURN, Zoloto, Leader
11.21	CI Double flanged non-return valves	Kirloskar, KSB
11.22	Thermal insulation treatment	Pidilite, BASF
11.23	Glass mosaic tiles	Italia, Palladio, Bisazza
11.24	Sandwich PUF panelled roofing sheets	Lloyd Insulation (India) Ltd., Jindal Mectec Pvt. Ltd., VMZINC

Electrical		
12.1	LT Panel and Switchgears	L&T(Terra), ABB (MNS) - Jakson, Siemens (Sivacon)-Symatic, Schnieder (Blokset)-Advance Panels, Control & Switchgear
12.2	Mccb, Mcb, Rccb, Elcb	Schneider (Compact), Larsen & Toubro (D-Sine), ABB (T-Max), Siemens (3va)
12.3	Distribution Board	Schneider, Larsen & Toubro, Abb, Siemens, Legrand
12.4	Air Circuit Breaker	Schneider (Master Pact), ABB-E Max, Larsen & Toubro (U Power), Siemens 3WL
12.5	Poly Carbonate MCB DB	Hensel, Legrand or equivalent make
12.6	Change Over Switch	Larsen & Toubro, HPL, Socomec, Siemens, Schneider
12.7	Metal Clad Sheet Steel Enclosure Socket/Plug Box	L&T, GE/MDS, Crompton, Siemens, Schneider, Hensel
12.8	Switch Fuse Unit, HRC Fuse	L&T, F- Line, ABB, Siemens
12.9	HRC HBC Fuses & Bases	L&T, Siemens, GE, Schneider
12.10	Automatic Transfer Switches	L&T, Siemens, Ge, Schneider, Socomec
12.11	Load Break Switches	L&T, Siemens, GE, Schneider
12.12	Protection Relay (Numeric Type)	Alstom, ABB, Siemens, L&T, Schneider
12.13	Modular Plate Switches and Sockets	Anchor-Woods, Schneider – Vivace, Legrand – Myrius, Crabtree – Athena, Northwest – Stylus, Mk- Blenze, Toyoma
12.14	Overload Relays with Builtin Single Phase Preventer	Larsen & Toubro, Siemens, Schneider
12.15	Electronic Digital Meters (A/V/PF/HZ/KW/Kwh) With Led Display	Larsen & Toubro, Siemens, Schneider
12.16	Bustrunking Rising Mains	Same Make as That of The Lt Panels

12.18	XLPE Aluminium/Copper Conductor Armoured Mv Cables Upto 1100 V Grade	Fort Gloster, Finolex, RPG (Asian), RR Kabel, Skytone, Havells, Polycab
12.19	1100 Volts Grade Frls Pvc Control Cables	L&T, Bonton, Rr Kabel
12.20	11/33 KV HT Cable	Fort Gloster, Nicco, Finolex, RPG (Asian), Skytone, Havells, Polycab
12.21	LT Jointing Kit / Termination	Raychem, Safe Kit, M-Seal
12.22	Cable Glands Double Compression with Earthing Links	Comet, Peeco, Gripwell, Dowells
12.23	Bimetallic Cable Lug	Dowell's, Lapp Kabel, Comet
12.24	PVC Insulated Copper Conductor Stranded Flexible Wires (FRLS)	Fort Gloster, Nicco, Finolex, Rr Kabel, Skytone, Havells, L&T, Bonton
12.25	MS Conduit	BEC, AKG, Precision
12.26	Accessories for MS Conduit (ISI Approved)	Sharma Sales Corporation, Prakash Engineering Works, Super Sales Corporation
12.27	PVC Conduit & Accessories (ISI Approved)	Bec, Precision, Polypack, AKG
12.28	Ceiling Fan/ Exhaust Fan	Crompton Greaves, Usha, Polar, Bajaj, Havells
12.29	VCB/HT Switchgear (11/33kv)	Siemens, Schneider, Areva
12.30	Light Fixtures - Flourescent	Havells, Philips, Wipro, GE
12.31	Light Fixtures – Led	Fixtures with Nichia, Cree, Samsung, Osram, Panasonic, Everlight, Havells.
12.32	External Lighting Fixture, Poles	Philips, Wipro, GE, Havells.
12.33	Cable Trays (Factory Fabricated) /Raceways	Venus, Pilco, Slottco, Indiana, Profab, Bharti, Skaber
12.34	Fire Sealant	Birla 3m, Hilti, Promat
12.35	220/24v Transformers	Volstat Electronics, Automatic Electric
12.36	Telephone/Data Outlets	Panduit, Molex, Systimax
12.37	Lighting Protection	Indelec, Lpi, Erico, ABB - Pulsar
12.38	Pumps	Kirloskar, Ksb, Mather & Platt, Jyoti, Beacon, Worthington, Grundfoss
12.39	Flexible Conduit	Lapp, Hensel, Jainsons
12.40	Telecommunication Cable	Batra Henlay, Finolex, Delton, Havells, Skytone, Bonton
12.41	Computer/Data Lan Works	Systimax, Panduit, Molex

12.42	Motors	Siemens, Kirloskar, Crompton, ABB
12.43	Transformers (Oil Immersed & Dry Type)	Kirloskar, Siemens, ABB, Crompton
12.44	Current Transformers/ Potential Transformers	AE, Kappa, Gilbert & Maxwell, Anant Power
12.45	Dg Set - Engine	Caterpillar, Cummins, Volvo, Greaves, Mtu, Perkins, Mitsubishi
12.46	Alternator	Leroy Somer, Stamford, Penta, Greaves, Kirloskar
12.47	DG AMF Panel, Dg Auxiliary Panel and Motor Control Centre	Same as Main Lt Panel
12.48	CCTV	Honeywell, Bosch, Pelco
12.49	UPS	Eaton, Emerson, Apc, Mitsubishi
12.50	Elevators	Otis, Kone, Schindler, Mitsubishi
12.51	Smoke Detectors	Siemens, Edwards, Notifier
12.52	Heat Detectors	Siemens, Edwards, Notifier
12.53	Control Modules / Monitor Modules / Fault Isolators	Siemens, Edwards, Notifier
12.54	Main Control Panel	Siemens, Edwards, Notifier
12.55	Response Indicator	Siemens, Edwards, Notifier
12.56	FR/FRLS/FS Wires	Batra Henley, Finolex, Lapp, Tyco, Mico
Plumbing		
13.1	Vitreous China Sanitary ware shall	Hindware, Parryware, Cera or equivalent make
13.2	Plastic W.C Seats with cover (Except where to be supplied with WC)	Admiral, Commander, Cera or equivalent make
13.3	C.P fittings shall	Jaquar, Hindware, Somany or equivalent make
13.4	Concealed Flushing Cisterns	Hindware, Viega or equivalent make
13.5	Sensor Operated Flushing System	Toshi, Jaquar, Utec or equivalent make
13.6	Air Purifier / Aerosol Dispenser	Euronics, Utec, Jaquar or equivalent make
13.7	Multi-Pan WC Connector	Viega, Calpine, Somany or equivalent make

13.8	Flexible Connectors for Water Supply to Wash Basins/Sinks/Geysers	Vilino Braiden, ASR or equivalent make
13.9	Stainless Steel Sink	AMC, Jayna, Neelkanth or equivalent make
13.10	Electrical Water Heater / Geyser	Venus, Braun, AO smith, Recold or equivalent make
13.11	CP / SS Grating for Floor Trap & Floor Drain	Vijay Metal works, Neer, Sanipure
Fire Fighting		
14.1	Forged Steel Fittings	SS, MEC (Jainsons), VS or equivalent make
14.2	ERW / Butt welded Fittings	MEC (Jainsons), Heavy 'C' Class or equivalent make
14.3	D.I. Grooved Coupling Fittings	MEC (Jainsons), Victaulic, Uniq or equivalent make
14.4	Ball valve	Sant, Leader, Zoloto or equivalent make
14.5	Butterfly Valve (up to PN 16)	Zoloto, SKS, Sant or equivalent make
14.6	Butterfly Valve (PN 20)	AIP, Monsher, KSB or equivalent make
14.7	Air Release Valve	Sant, Castle, Leader or equivalent make
14.8	C.I Double flanged sluice valves	Kirloskar, Zoloto, Audco or equivalent make
14.9	C.I Double Flanged Non-return valve	Kirloskar, Zoloto, Audco or equivalent make
14.10	Dual Plate / Wafer Type Non- return valves (up to PN 16)	Advance, Ksb, Zoloto or equivalent make
14.11	Dual Plate / Wafer Type Non- return valves (PN 20)	AIP, Zoloto, Kirloskar or equivalent make
14.12	Fire Extinguishers	Superex, Minimax, Newage or equivalent make
14.13	First-aid Hose Reel Drum	Superex, Minimax, Newage or equivalent make
14.14	Rubber Hose Reels for Drums	Padmini, Eversafe, Superex or equivalent make
14.15	Thermo Plastic Hose Reels for Drums	Superex, Newage, Eversafe or equivalent make

14.16	R.R.L. Hose & C.P. Hose	Eversafe, Newage, Superex or equivalent make
14.17	Branch Pipe, Nozzle, Coupling etc.	Eversafe, Newage, Superex or equivalent make
14.18	Landing Valves	Eversafe, Newage, Superex or equivalent make
14.19	Fire Brigade Connections	Eversafe, Newage, Superex or equivalent make
14.20	Fire Fighting Equipment not covered else where	Safeguard, Newage, Superex or equivalent make
14.21	Hose Box	Superex, Newage, Eversafe or equivalent make
14.22	Sprinklers & Rosette Plates (All Types)	Superex, Newage, Eversafe or equivalent make
14.23	Motors for Fire Pumps	Kirloskar, ABB, Crompton Greaves or equivalent make
14.24	Fire Pumps/ Jockey pump	Kirloskar, Mather Platt, Willo or equivalent make
14.25	Electrical Switch Gear	Siemens, L&T, GE or equivalent make
14.26	Cables	Grandlay, Gloster, Havells or equivalent make
14.27	Main Control panel (Power coated)	Diamond, Adlec, Tricolite or equivalent make
14.28	Voltmeter & Ammeter	Schinder, Rishabh, Mecco or equivalent make
14.29	Y-Type / Pot / Suction Strainer	Kirloskar, Leader, Fivalco or equivalent make
14.30	Foot valve with Strainer	Kirloskar, Leader, Kartar or equivalent make
14.31	Pressure Reducing Valves (For Fire Fighting)	Wilkins, OCV or equivalent make
14.32	Prefabricated Structural supports and clamps	Chilly, Easyflex, Camry or equivalent make
14.33	Pressure Gauge	Fiebig, H. Guru, GIC or equivalent make
14.34	Pipe Coat Material (Pipe Protection)	Pypkote, Polychem (Tyco Adhesive), Chiller or equivalent make
14.35	Dash fasteners	Hilti, Fisher or equivalent make
14.36	Paint / Primers	Asian, Jenson Nicholson, Berger or equivalent make
14.37	Weld. Electrodes	Advani, Essab, Mangalam or equivalent make

14.38	Anti-vibration Pads & suction & delivery flexible connectors	Easyflex, Resistoflex or equivalent make
14.39	Nuts/ Bolts	Lakshmi, Unbrako, or equivalent make
14.40	Conduit ERW	BEC, AKG or equivalent make
14.41	Contactors & overload relays, fuse links and indicating lamps	L & T, Siemens, GE power or equivalent make
14.42	CT/PT Transformer	AE, Kappa, C & S or equivalent make
Movable Furniture		
15.1	Office space, auditorium	Wipro, Featherlite, Godrej
15.2	Table	Wipro, Featherlite, Godrej
15.3	Sitting Chair	Wipro, Featherlite, Godrej
15.4	Workstation	Wipro, Featherlite, Godrej
15.5	Executive Tables	Wipro, Featherlite, Godrej
15.6	Hostel Building	Godrej, Stylespa, Durian
15.7	Cupboards	Godrej, Stylespa, Featherlite
15.8	Sofas	Godrej, Stylespa, Featherlite
Lifts		
16.1	Passenger lift, Service lift and Fire Lift	Thyssenkrupp Elevator, Schindler Elevators, Fujitec Elevators, Mitsubishi Elevator, Kone, Otis, Omega
Air-conditioners		
17.1	Air-Conditioners	Daikin, LG, Bluestar, Samsung, Hitachi, Mitsubishi, Voltas, Carrier
Electronic Scoreboard		
18.1	Electronic Scoreboard	Samsung, Panasonic, Daktronics, Osram, Mitsubishi Electric Diamond Vision
Sight Screen		
19.1	Sight Screens	Local Fabrication
Flooring in Gymnasium		

20.1	22mm (thick) flooring in Gymnasium	ASTM Grade 1418 or equivalent make
Television		
21.1	Television	Samsung, Panasonic, LG, Philips, Sony

Appendix E

Nominated Subcontractor for Specialist Equipment

1. Supply of Ground Maintenance Equipment for Main ground & Practice Ground

SNO	Equipment	Units	Nominated Vendor
Combined Use for all Ground's			
1	Tandem Roller:		
A	1.5 Ton (Both wheels dia 50 cm and 1.21 m wide)	1 nos'	HaKo Engineering and Seven Hills Industries
B	3, 3.5 or 4 ton (Both wheels dia 60 cm and above and 1.21 m wide)	1 nos'	HaKo Engineering and Seven Hills Industries, JCB and Larsen & Toubro
2	Utility vehicle		
A	TORO GTX 2-Seater	1 nos'	TORO USA -Irrigation Products International (Pvt) Ltd(distributors)
3	Ride on mower		
A	GR 3250 D with thatching reel	2 nos'	TORO USA- Irrigation Products International (Pvt) Ltd (distributors)
B	Reelmaster 3575 D	2 nos'	TORO USA- Irrigation Products International (Pvt) Ltd (distributors)
4	Aerator		
A	Procore 648	1 nos'	TORO USA- Irrigation Products International (Pvt) Ltd (distributors)
5	Verti cutter		
A	GS 04 Model	1 nos'	GRADEN- Irrigation Products International (Pvt) Ltd (distributors)
6	Top dresser		
A	METE - R – MATIC	2 nos'	Turfco- Irrigation Products International (Pvt) Ltd (distributors)
7	Sprayer		
A	Multi Pro 1750	1 nos'	TORO USA- Irrigation Products International (Pvt) Ltd (distributors)
8	Seed and Fertiliser spreader		
A	Rotary spreader	2 nos'	Any make/Brand
9	Density tester		
A	CLEGG Impact Soil Tester (Type CIST / 883 - 2.25 Kg)	1 nos'	TORO USA - Irrigation Products International (Pvt) Ltd (distributors)
10	Moisture meter		

A	TDR 350	1 nos'	TORO USA - Irrigation Products International (Pvt) Ltd (distributors)
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SNO	Equipment	Units	Nominated Vendor
Combined Use for all Ground's			
Equipment's required per ground (Main Ground and Practice Grounds)			
1	Manual rollers:		
A	250 Kg:	1 nos' (up to 50 cm dia)	Ha-Ko Engineering, Seven Hills Industries
B	500 Kg	1 nos' (Up to 50 cm dia)	Ha-Ko Engineering, Seven Hills Industries
C	1000 Kg	1 nos' (60 cm dia and 1.21m wide)	Ha-Ko Engineering, Seven Hills Industries
2	Mechanical tandem rollers		
A	2.2 Ton	1 nos' (60 cm dia and 1.21m wide)	Ha-Ko Engineering, Seven Hills Industries
3	Mowers		
A	GR 1000 Walk behind	1 nos'	TORO USA - Irrigation Products International (Pvt) Ltd (distributors)
4	Super Sopper		
A	6 feet wide	2 nos'	Ha-Ko Engineering, Seven Hills Industries, Sokhi Manufacturing Company
5	Pitch Covers		
A	120 × 120 feet imported white 380 GSM	4 nos'	SKM Enterprise
6	Boundary Rope		
A	38 mm dia = 400 meter	2 nos'	Ha-Ko Engineering, Seven Hills Industries, Garware

Note: - The Service Provider shall execute the RCC, Civil, Finishing, Interior, Façade, Firefighting, HVAC, Plumbing, etc. The sum quoted by the Service Provider for supply and installation of following items/ scope shall be considered as provisional ("**Provisional Sum**"):

- Field maintenance Equipment
- Ground Equipment
- Indoor Sports Equipment
- Kitchen Equipment

For each of the above items/ scope, the UPCA may instruct plant, materials, works or services to be purchased by the Service Provider from a Nominated Subcontractor or otherwise and the amount payable by UPCA to the Service Provider in respect of the Provision Sum shall be the actual amount paid by the Service Provider to the Nominated Subcontractor or other supplier plus 10% markup on the said amount towards overhead charges and

profit.

APPENDIX F

DESIGN REQUIREMENT

1. Cricket Ground and Practice Pitches Requirements:

a. Design parameter for Main Ground

Construction of cricket field at UPCA with 85 Yards playing area + 3 Yards (area behind boundary rope) with pure sand and at UPCA. The outfield should have subsurface drainage system topped with 2- 4 mm size 100mm gravel layer and above it duly compacted 200mm approved quality river sand layer mixed with approved quality organic materials in the root zone. Main lines for drainage pipes, preferably following herringbone design, should be placed no more than 4 meters apart and at a continuous slope of 0.5% or more. International standard automatic pop-up sprinkler system to be installed. Peripheral concrete drain (covered) and fencing to be made outside the running track.

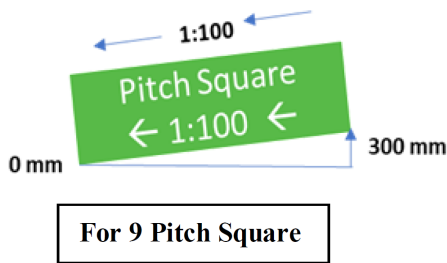
The profile design is attached below: -

- i. Excavation of earth for construction of cricket field giving a slope of 1: 100 from the edge of the pitch square towards boundary and disposal of excess soil, compacting and dressing the base neatly without any depressions.
- ii. Excavation of earth for 300 mm × 250 mm trenches for main subsurface drainage pipelines and 250 × 200mm for branch pipelines for including supplying approved quality drainage pipes including fitting fixing and laying, supplying and laying 150 gsm geotextile to cover the drainage trenches, supply and laying of gravel in drainage trenches surrounding the pipes and at an uniform depth of 100mm from the base above drainage trenches, supply and installation of approved quality imported automatic pop-up sprinkler system.
- iii. Supplying approved quality river sand and laying supplied sand at an uniform layer of 200mm after sieving above 100mm base of gravel layer, mixing root zone with approved quality organic material, a slope of 1:100 should always be maintained at the surface from the edges of pitch square towards boundary / sprigging or sodding with Bermuda '**Tifway 419**' variety, thereafter continued monitoring and maintaining pest and disease free healthy turf growth, maintaining good colour and texture, constant de-weeding , mowing, frequent top dressing by similar mix of base material to maintain the levelness of the top surface minimum for 180 days from the day of complete turf establishment or till the grass becomes lush green and dense whichever is later (Cost for procurement of all materials and manpower required till handing over to the authority to be borne by the agency), as per the direction of the Grounds Curator - in- charge.
- iv. Construction of bowling run-ups with sandy loam measuring 39.65 × 18 meters each at two ends of pitch square at North- South direction sprigging or sodding with Bermuda '**Tifway 419**' variety, thereafter continued monitoring and maintaining pest and disease free healthy turf growth, maintaining good colour and texture, constant de-weeding , mowing, frequent top dressing by similar mix of base material to maintain the levelness of the top surface minimum for 180 days from the day of complete turf establishment or till the grass becomes lush green and dense whichever is later (Cost for procurement of all materials including sandy loam and manpower required till handing over to the authority to be borne by the agency), as per the direction of the Grounds Curator - in- charge.
- v. Procurement of XXXX metric ton XXXX soil mix at a ratio of 1:3 from the selected site of Ganjari Village, Varanasi zone after duly tested and approved by the Curator in charge.
- vi. Construction of no's two layer turf pitches at main ground and 6 turf pitches at practice arena (as mentioned in Schedule 2) with procured XXXX soil mix

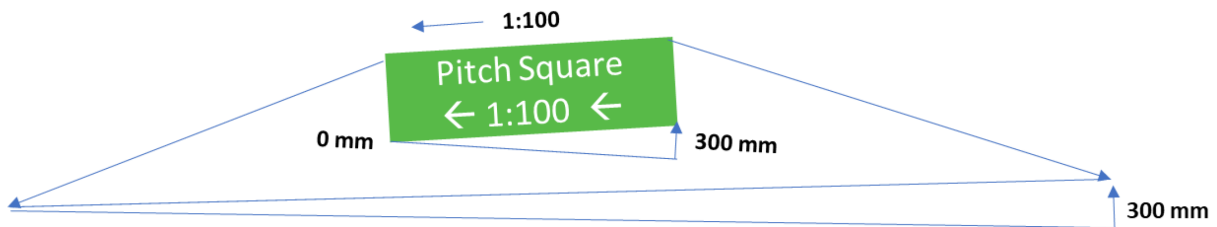
from XXXXXX measuring 25 x 3.05 x 0.3 meter each keeping a slope of 1:100 from west to east direction from base to top, with a pitch profile consisting 100 mm base of river sand and 200mm top layer of supplied clay soil (final profile volume to be measured after optimum compaction at OMC during handing over). Supplied soil to be laid layer by layer in dry condition after compacting each layer of no more than 75 mm by plate vibrator in dry condition, lightly scarifying the top of the compacted layer before laying soil for the next layer. Cost for excavation of 25 x 3.05 x 0.25 meter soil per pitch and disposal of excess soil, cost for supplying of approved quality sand including laying and procurement of Bermuda 'Selection no.1' grass, establishment of grass, maintenance for minimum 180 days after germination, regular mowing, rolling, frequent top dressing with supplied clay would be in the capacity of the agency. The work to be carried out as per direction and satisfaction of the Curator in- charge.

b. Slope for Ground and Pitches

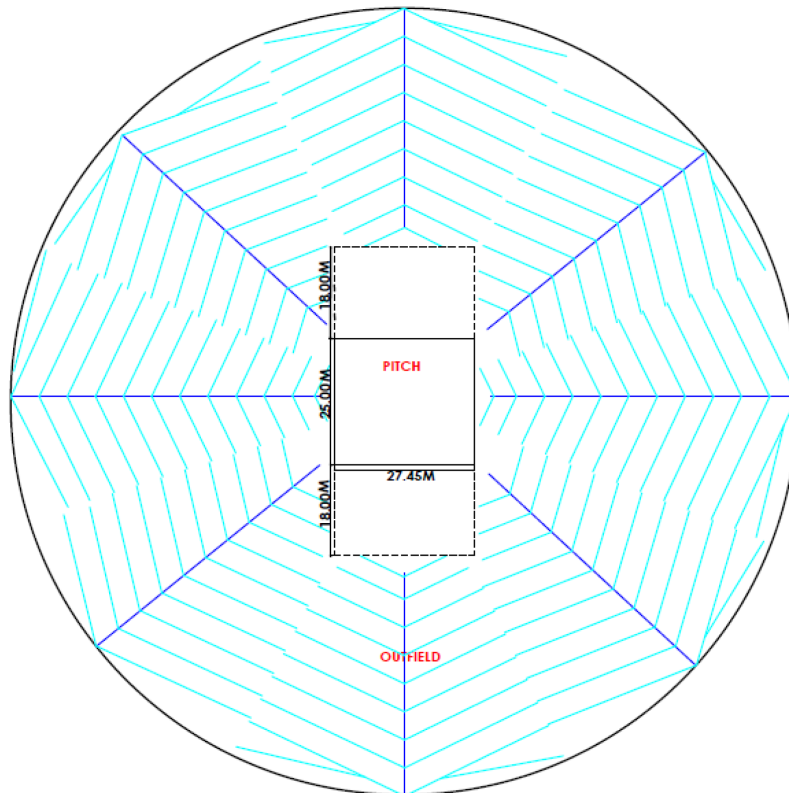
The below drawing signifies that the Pitches (signified by the green patch) will have a 1:100 slope on either side from the pitch to the periphery of the ground.



The below drawing signifies that the for the box of 9 pitches, outer periphery of the Western side Pitch square would be 270mm higher than the eastern side. For outer periphery of the pitch square (L 30 m X B 27 m), a continuous 1% slope should be given towards the peripheral drain in the outfield.



c. Pipe layout for Drainage System of cricket Grounds.



100 MM PVC CORRUGATED
PERFORATED PIPE As per ASIM,
DIN & IS 9271:2004

160 MM PVC PIPE as per
IS 4985:2000