

**Replacement of Old signage board with New Retro-Reflective
Signage Board. Sheeting type-XI with 4 mm thick ACP Single Face
at Yamuna Expressway Chainage – KM 0+000 to KM 165+000 from
Jewar to Agra, Uttar Pradesh, India**

Vol-II

Special Conditions of Contract (SCC)

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SPECIAL CONDITIONS OF CONTRACT

SECTION – 1

GENERAL

1.0 INTRODUCTION:

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

JIL has constructed 165 km long 6 lane Yamuna Expressway project from Noida to Agra on BoT basis and ribbon development on 6,175 acres at five locations along the expressway for commercial, industrial, institutional, residential and amusement purposes, is also being undertaken as an integral part of the project.

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

SECTION – 2

SCOPE OF WORK

Bids are being invited from experienced and eligible contractors for the Assignment. The successful Bidder, duly appointed by the JIL for the Assignment, Replacement of Old signage board with New Retro-Reflective Signage Board. Sheeting type-XI with 4 mm thick ACP Single Face at Yamuna Expressway Chainage – KM 0+000 to KM 165+000 from Jewar to Agra, Uttar Pradesh, India.

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

2.1.a Associated works:

Providing & fixing of Micro prismatic Retro-Reflective signs with a corrosion resistant 4 mm thick with 0.5 mm both side aluminium skin aluminium composite panel face to be fully covered with High Intensity prismatic sheeting type XI as per IRC-67, 2022 upto date retro reflective sheeting.

Legends, letters, numerals and borders etc should be as per MoRTH section 800 and IRC:67 2022.

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The sheeting shall have a pressure - sensitive adhesive of the aggressive - tack type requiring no heat, solvent other preparation for adhesion to a smooth clean surface, in a manner recommended by the sheeting manufacturer. The ACM (Aluminium Composite Materials) shall be fixed on the Back frame MS Angle with riveting. Micro prismatic type XI Retro reflective sheeting conforming to ASTM D4956-09 shall be Pressure fixed. The Retro reflective sheeting shall be tested for a certificate of having the sheeting tested for coefficient of retro reflection, daytime colour and luminance, shrinkage, flexibility, liner removal, adhesion, impact resistance, specular gloss and fungus resistance, 3 years outdoor weathering of the sheeting as per IRC 67 having tested from Authorised Reputed and NABL Accredited International/Public/Government Laboratory/Institute by the manufacturer of the sheeting. Alternatively, a certificate conforming to ASTM Specification (D4956-09) on artificial accelerated weathering requirements from a reputed laboratory in India can be accepted provisionally. Required performance bank guarantee which would be released after receipt of certificate meeting the requirement of three years outdoor weathering of the sheeting as per IRC 67 upto date & Proof of the same Report shall be uploaded with quoting tender. The rate shall include all materials, labour, T&P, transportation, installation incidentals and removal of existing board all complete as per direction of the Engineer-in-Charge.

2.1.b Shop drawings and approvals of new boards:

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

2.1.c Project Quality Plan:

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

2.1.e Inspection and testing of materials:

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

Sample of material to be approved from JIL Site in-charge prior to commence manufacturing/fabrication.

2.1.f Maintenance during defect liability period:

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

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

2.1.g Reflecting test should be carried out by the bidder on every 6 months at night during defect liability period of 3 yaers.

2.1.h The bidder has to get the design approved from competent Authority. The expenditure so on this account shall be borne by the bidder/ contractor.

2.1.i The timeline is essence of project and continuous monitoring shall be done by all concerned including JIL.

2.1.j Works will be carried out for High Intensity prismatic sheeting type XI as per IRC-67, 2022 upto date retro reflective sheeting and for Legends, letters, numerals and borders etc should be as per MoRTH section No-800

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

2.2 COMPLIANCE WITH STATUTES, REGULATIONS AND LAWS

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

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

SECTION – 3

Additional Conditions

3.1 Statutory Fee Payment

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

3.2 Guarantee/Warranty

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

Contractor shall submit a warranty of Seven years (for all retro reflective signage) for satisfactory field performance of the finished sign including stipulated retro reflectance of the sheeting, inclusive of the screen-printed legends and their blending to the retro reflective sheeting. The warranty shall also include the adhesion of Sign Board to the Square Hollow Section Support Frame by means of VHB Tape, as well as for the anti-corrosive Paint System. However, the warranty period for paint work shall be for ten years.

Required performance bank guarantee which would be released after issuance of completion certificate by owner on completion of entire work along with receipt of certificate meeting the requirement of three years outdoor weathering of the sheeting as per IRC: 67, 2022.

3.3 Temporary Barricades

- a) The provisions of Ministry of Environment, Forest and Climate Change Notification standards for implementation of dust mitigation measures dated 25th January 2018 for Construction and Demolition activities shall be followed.
- b) The barricading shall be provided at respective stretches till completion of the work and to be removed as soon as possible after completion of the same at particular stretch for smooth functioning of traffic. The barricading shall include the following without any extra cost:
 - i. Traffic signals during execution at site for day and night, reflective signs, direction boards, marking, glow lamps, marking, caution tape, traffic signage as per requirement, flags, Traffic Marshals etc. as directed by the Engineer-in-Charge.
 - ii. Installation of temporary warning signs/lamps on all barricades during the hours of darkness and kept it lit there at all times during these hours.
 - iii. Shifting and re-fixing in position as per the direction of Engineer-in-Charge and all incidentals to execute the job as many times as directed by Engineer-in-Charge.
 - iv. Repainting of the barricading after regular interval as directed by Engineer-in-Charge.
 - v. Proper maintenance of the barricading till completion of the work by repairing/replacing the damaged barricade.
 - vi. The barricades shall be maintained in line and level.
 - viii Barricading is also required to be erected by the contractor at his own cost for segregating the area of work.
 - ix The barricading work shall be considered as a temporary work and the material used for this purpose will be treated as the Contractor's own property. The barricading shall be dismantled and site to be cleared off / make good on completion of the project or as and when directed by Engineer-in-charge.

3.4 House- keeping

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

3.5 Unforeseeable Difficulties

Except as otherwise specifically stated elsewhere in the Contract:

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

3.6 Contractor's Obligation on Work Methodology.

- a. Replacement Methodology of old signage board to be submitted by contractor & the same to be Approved by Project In-charge.
- b. All material components – Aluminium composite panel, Aluminium channels, MS angles, Retro reflective sheeting, Legends & Letters– must individually be tested and satisfy the work requirements and testing standards.
- c. All necessary repairs after removing of damaged boards need to be done prior before installation of new boards.
- d. Contractor shall have to collect all the old signage material/sheet at designated place and hand over to JIL project – in – charge with complete details. Contractor has not right to sell/use the old material for new work.