

Request for Proposal

For

REFURBISHMENT OF GANDHI MANDAP WITH DESIGN, BUILD AND OPERATE BASIS

Volume 3: GENERAL CONDITIONS OF CONTRACT (GCC)

Client:



**Guwahati Smart City Limited,
Guwahati, Assam**

DOCUMENT NO: TCE.10477A-AC-1007-1300

GANDHI MANDAP

BIDDING DOCUMENT FOR REFURBISHMENT OF GANDHI MANDAP

Design and Development of Landscaping works consisting of Softscaping, Hardscaping and related Civil works along with Maintenance of Entire Garden for period of One years at Gandhi Mandap , Sarania Hill

VOLUME III GENERAL CONDITIONS OF CONTRACT (GCC)

Employer

Contents :-

A. CONTRACT AND INTERPRETATION.....	5
B. SUBJECT MATTER OF CONTRACT	17
C. PAYMENT	23
D. INTELLECTUAL PROPERTY.....	26
E. WORK EXECUTION	27

A. CONTRACT AND INTERPRETATION

1. Definitions

The following words and expressions shall have the meanings hereby assigned to them:

- 1.1 **“Contract”** means the Contract Agreement entered into between the MD, GSCL and the Contractor, together with the Contract Documents referred to therein, they shall constitute the Contract, and the term “the Contract” shall in all such documents be construed accordingly.
- 1.2 **“Bill of Quantities”** means the priced and completed **Bill of Quantities** forming part of the Bid.
- 1.3 **“GCC”** means the General Conditions of Contract hereof.
- 1.4 **“SCC”** means the Special Conditions of Contract.
- 1.5 **“Day”** means calendar day of the Gregorian calendar.
- 1.6 **“Month”** means calendar month of the Gregorian calendar.
- 1.7 **“Employer”** means MD, GSCL, Statfed Building, Bhangagarh, Guwahati- 05 and includes the legal successors or permitted assigns of the GSCL.
- 1.8 **“Project Manager”** means the person appointed by the MD, GSCL in the manner provided in GCC Sub-Clause 17.1 (Project Manager) hereof and named as such in the SCC to perform the duties delegated by the MD, GSCL.
- 1.9 **“Contractor”** means the person(s) whose bid to perform the Contract has been accepted by the MD, GSCL and is named as such in the Contract agreement, and includes the legal successors or permitted assigns of the Contractor.

- 1.10 **"Engineer"** is the person named in the Contract Data who is responsible for supervising the execution of the works and administering the Contract.
- 1.11 **"Contractor's Representative"** means any person nominated by the Contractor and approved by the MD, GSCL in the manner provided in GCC Sub-Clause 17.2 (Contractor's Representative and Construction Manager) hereof to perform the duties delegated by the Contractor.
- 1.12 **"Sub Contractor"** including vendors, means any person to whom execution of any part of the Facilities, including preparation of any design or supply of any Plant and Equipment, is sub-contracted directly or indirectly by the Contractor and includes its legal successors or permitted assigns.
- 1.13 **"Adjudicator"** means the person or persons named as such in the SCC to make a decision on or to settle any dispute or difference between the GSCL and the Contractor referred to him or her by the parties pursuant to GCC Sub-Clause 6.1 (Adjudicator) hereof.
- 1.14 **"Contract Price"** means the sum specified in Clause 11 (Contract Price) of the Contract Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
- 1.15 **"Facilities"** means the Plant and Equipment to be supplied and installed, as well as all the Installation Services to be carried out by the Contractor under the Contract.
- 1.16 **"Specification"** means the Specification of the Works included in the Contract and any modification or addition made or approved by the Engineer.
- 1.17 **"Temporary Works"** are works designed, constructed, installed, and removed by the Contractor which are needed for construction or installation of the Works.
- 1.18 **"Plant and Equipment"** means permanent plant, equipment, machinery, apparatus, articles and things of all kinds to be provided and incorporated in the

Facilities by the Contractor under the Contract (including the spare parts to be supplied by the Contractor under the contract), but does not include Contractor's Equipment.

- 1.19 **“Installation Services”** means all those services ancillary to the supply of the Plant and Equipment for the Facilities, to be provided by the Contractor under the Contract e.g. transportation and provision of marine or other similar insurance, inspection, expediting, Site preparation works (including the provision and use of Contractor's Equipment and the supply of all construction materials required), installation, testing, pre-commissioning, commissioning, operations, maintenance, the provision of operations and maintenance manuals, training of GSCL's Personnel etc.
- 1.20 **“Contractor's Equipment”** means all plant, facilities, equipment, machinery, tools, apparatus, appliances or things of every kind required in or for installation, completion and maintenance of Facilities that are to be provided by the Contractor, but does not include Plant and Equipment, or other things intended to form or forming part of the Facilities.
- 1.21 **“Site”** means the land and other places upon which the Facilities are to be installed, and such other land or places as may be specified in the Contract as forming part of the Site.
- 1.22 **“Effective Date”** means the date from which the Time for Completion shall be determined as stated in (Effective Date for Determining Time for Completion) of the Form of Contract Agreement.
- 1.23 **“Time for Completion”** means the time within which Completion of the Facilities as a whole (or of a part of the Facilities where a separate Time for Completion of such part has been prescribed) is to be attained in accordance with the stipulations in the SCC and the relevant provisions of the Contract.

1.24 **"Liquidated Damage"**

If the Contractor fails to deliver any or all of the Goods or perform the Related Services within the period specified in the Contract, the Employer may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the SCC of the Contract Price for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in the SCC. Once the maximum is reached, the Employer may terminate the Contract.

1.25 **"Completion"** means that the Facilities (or a specific part thereof where specific parts are specified in the SCC) have been completed operationally and structurally and put in a tight and clean condition, and that all work in respect of Pre-commissioning of the Facilities or such specific part thereof has been completed, and Commissioning has been attained as per Technical Specifications.

1.26 **"Commencement Date"** means except as otherwise specified in the Special Conditions of Contract, the Commencement Date shall be the date at which the Engineer's notification recording the agreement of both Parties and instructing to commence the Work is received by the Contractor.

1.27 **"Pre-commissioning"** means the testing, checking and other requirement specified in the Technical Specifications that are to be carried out by the Contractor in preparation for commissioning.

1.28 **"Commissioning"** means trial/initial operation of the Facilities or any part thereof by the Contractor, which operation is to be carried out by the Contractor (Commissioning) hereof, for the purpose of carrying out Guarantee Test(s).

1.29 **"Guarantee Test(s)"** means the test(s) specified in the Technical Specifications to be carried out to ascertain whether the Facilities or a specified part thereof is able to attain the Functional guarantees specified in the Technical specifications.

1.30 **"Operational Acceptance"** means the acceptance by the MD, GSCL of the Facilities (or any part of the Facilities where the Contract provides for acceptance of the Facilities in parts), which certifies the Contractor's fulfillment of the Contract in respect of Functional Guarantees of the Facilities (or the relevant part thereof, Functional Guarantees) hereof and shall include deemed acceptance.

1.31 **"Defect Liability Period"** means the period of validity of the warranties given by the Contractor commencing at Completion of the Facilities or a part thereof, during which the Contractor is responsible for defects with respect to the Facilities (or the relevant part thereof).

2. Contract Documents

- 2.1 Subject to the Contract Agreement, all documents forming part of the Contract (and all parts thereof) are intended to be correlative, complementary and mutually explanatory. The Contract shall be read as a whole.
- 2.2 The Contract will be signed in three originals and the Contractor shall be provided with one signed original and the rest will be retained by the MD, GSCL.
- 2.3 The Contractor shall provide free of cost to the MD, GSCL all the engineering data, drawing and descriptive materials submitted with the bid in at least five (5) copies to form a part of the Contract immediately after Notification of Award/ letter of Award.
- 2.4 Subsequent to signing of the Contract, the Contractor at his own cost shall provide the MD, GSCL with at least five (05) true copies of Contract Agreement within thirty (30) days after signing of the Contract.

3. Interpretation

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

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

3.3 The documents forming the Contract shall be interpreted in the following order of prior

(1) Agreement

(2) Letter of Acceptance, notice to proceed with the works

(3) Contractor's Bid

(4) Contract Data

(5) Conditions of Contract including Special Conditions of Contract

(6) Specifications

(7) Drawings

(8) Bill of Quantities and

(9) Any other document listed in the Contract Data as forming part of the Contract.

3.4 Language

3.4.1 The official language shall be English only.

3.4.2 If any of the Contract Documents, correspondence or communications are prepared in any language other than the governing language under GCC Clause 3.4 above, the English translation of such documents, correspondence or communications shall prevail in matters of interpretation.

3.5 Persons

3.5.1 Words importing persons or parties shall include firms, corporations and government entities.

3.6 Headings

- 3.6.1 The headings and marginal notes in the General Conditions of Contract are included for ease of reference, and shall neither constitute a part of the Contract nor affect its interpretation.

3.7 General:

- 3.7.1 In case of investment partner, A project manager is to be deputed from their side for co-coordinating activities.
- 3.7.2 Word Implementing Partner for any Project used in General Conditions of contract includes persons of Investment partner, executing and implementing agencies etc.
- 3.7.3 Notification of award means Letter of Intent and Letter of award.

3.8 Entire Agreement

- 3.8.1 The Contract constitutes the entire agreement between the MD, GSCL and the Contractor with respect to the subject matter of Contract and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.

3.9 Amendment

- 3.9.1 No amendment or other variation of the Contract shall be effective unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party here to.

3.10 Independent Contractor

- 3.10.1 The Contractor shall be an independent Contractor performing the Contract. The Contract does not create any agency, partnership, joint venture or other joint relationship between the parties here to.
- 3.10.2 Subject to the provisions of the Contract, the Contractor shall be solely responsible for the manner in which the Contract is performed. All employees, representatives or Sub

Contractor engaged by the Contractor in connection with the performance of the Contract shall be under the complete control of the Contractor and shall not be deemed to be employees of the GSCL, and nothing contained in the Contract or in any subcontract awarded by the Contractor shall be construed to create any contractual relationship between any such employees, representatives or Sub Contractors and the MD, GSCL.

3.11 Joint Venture or Consortium

3.11.1 If the Contractor is a joint venture or consortium of two or more firms, all such firms shall be jointly and severally bound to the GSCL for the fulfillment of the provisions of the Contract and shall designate one of such firms to act as a leader with authority to bind the joint venture or consortium. The composition or the constitution of the joint venture or consortium shall not be altered without the prior consent of the MD, GSCL.

3.12 Non-Waiver

3.12.1 No relaxation, forbearance, delay or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect or restrict the rights of that party under the contract, nor shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

3.12.2 Any waiver of a party's rights, powers or remedies under the Contract must be in writing, must be dated and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

3.13 Severability

3.13.1 If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

3.14 Country of Origin

“Origin” means the place where the materials, equipment and other supplies for the Facilities are mined, grown, produced or manufactured, and from which the services are provided.

4. Notices

- 4..1 Unless otherwise stated in the Contract, all notices to be given under the Contract shall be in writing, and shall be sent by personal delivery, airmail post, special courier, cable, telegraph, telex, facsimile or Electronic Data Interchange (EDI) to the address of the relevant party set out in the Contract Coordination Procedure to be finalized.
- 4.2 Any notice sent by cable, telegraph, and facsimile or shall be confirmed within 2 (two) days after dispatch by notice sent by airmail/ post or special courier, except as otherwise specified in the contract.
- 4.3 Any notice sent by airmail post or special courier shall be deemed (in the absence of evidence of earlier receipt) to have been delivered ten (10) days after dispatch. In proving the fact of dispatch, it shall be sufficient to show that the envelope containing such notice was properly addressed, stamped and conveyed to the postal authorities or courier service for transmission by airmail or special courier.
- 4.4 Any notice delivered personally or sent by telegraph, facsimile shall be deemed to have been delivered on date of its dispatch.
- 4.5 Either party may change its postal, cable, telex, facsimile or EDI address or addressee for receipt of such notices by ten (10) days’ notice to the other party in writing.
- 4.6 Notices shall be deemed to include any approvals, consents, instruction orders and certificates to be given under the Contract.

5. Governing Law

- 5.1 The Contract shall be governed by and interpreted in accordance with laws in force in India. The High Court of Gauhati shall have exclusive jurisdiction in all matters arising under the Contract.

6. Settlement of Disputes

6.1 Adjudicator

- 6.1.1 If any dispute of any kind whatsoever shall arise between the MD, GSCL and the Contractor in connection with or arising out of the Contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination, or the execution of the Facilities whether during the progress of the Facilities or after their completion and whether before or after the termination, abandon end or breach of the Contract—the parties shall seek to resolve any such dispute or difference by mutual consultation. If the parties fail to resolve such a dispute or difference by mutual consultation, then the dispute shall be referred in writing by either party to the Adjudicator, with a copy to the other party.
- 6.1.2 The Adjudicator shall give its decision in writing to both parties within twenty-eight (28) days of a dispute being referred to it. If the Adjudicator has done so, and no notice of intention to commence arbitration has been given by the MD, GSCL or the Contractor within fifty-six (56) days of such reference, the decision shall become final and binding upon the MD, GSCL and the Contractor. Any decision that has become final and binding shall be implemented by the parties forthwith.
- 6.1.3 Should the Adjudicator resign or die, or should the MD, GSCL and the Contractor agree that the Adjudicator is not fulfilling its functions in accordance with the provisions of the Contract; another retired Judge of Gauhati High Court shall be jointly appointed by the MD, GSCL and the Contractor as adjudicator under the Contract. Failing agreement between the two within twenty eight (28) days, the new retired judge of Gauhati High Court shall be appointed as the Adjudicator under the Contract at the request of either party by the Appointing Authority specified in the SCC. The adjudicator shall be paid fee plus reasonable expenditures incurred in the execution of its duties as adjudicator under

the contract. This cost shall be divided equally between the MD, GSCL and the Contractor.

6.2 Arbitration

6.2.1 If either the MD, GSCL or the Contractor is dissatisfied with the Adjudicator's decision, or if the Adjudicator fails to give a decision within twenty-eight (28) days of a dispute being referred to it, then either the MD, GSCL or the Contractor may, within fifty-six (56) days of such reference, give notice to the other party, with a copy for information to the Adjudicator, of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

6.2.2 Any dispute in respect of which a notice of intention to commence arbitration has been given, in accordance with GCC Sub-Clause 6.2.1, shall be finally settled by arbitration. Arbitration may be commenced prior to or after completion of the Facilities.

In case the Contractor is a Public Sector Enterprise or a Government Department

6.2.3 In case the Contractor is a Public Sector Enterprise or a Government Department, the dispute shall be referred for resolution in Permanent Machinery for Arbitration (PMA) of the Department of Public Enterprise, Government of India. Such dispute or difference shall be referred by either party for Arbitration to the sole Arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary/Additional Secretary, when so authorized by the Law Secretary, whose decision shall bind the Parties finally and conclusively. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

In case the Contractor is not a Public Sector Enterprise or a Government Department

- 6.2.4 In all other cases, any dispute submitted by a party to arbitration shall be heard by an arbitration panel composed of three arbitrators, in accordance with the provisions set forth below.
- 6.2.5 The Employer and the Contractor shall each appoint one arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the two arbitrators do not succeed in appointing a third arbitrator within twenty eight (28) days after the letter of the two arbitrators has been appointed, the third arbitrator shall, at the request of either party, be appointed by the Appointing Authority for arbitrator designated in the SCC.
- 6.2.6 If one party fails to appoint its arbitrator within forty-two (42) days after the other party has named its arbitrator, the party which has named an arbitrator may request the Appointing Authority to appoint the second arbitrator.
- 6.2.7 If for any reason an arbitrator is unable to perform its function, the mandate of the Arbitrator shall terminate in accordance with the provisions of applicable laws as mentioned in GCC Clause 5 (Governing Law) and a substitute shall be appointed in the same manner as the original arbitrator.
- 6.2.8 Arbitration proceedings shall be conducted in accordance with The Arbitration and Conciliation Act, 1996 or its subsequent thereof. The place of arbitration shall be Gauhati.
- 6.2.9 The decision of a majority of the arbitrators (or of the third arbitrator chairing the arbitration panel, if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction as decree of the court. The parties thereby waive any objections to or claims of immunity from such enforcement.
- 6.2.10 The arbitrator(s) shall give reasoned award.

Notwithstanding any reference to the Adjudicator or arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless otherwise they agree the Employer shall pay the Contractor any monies due to the Contractor.

B. SUBJECT MATTER OF CONTRACT

7. Scope of Facilities

8. Time for Commencement and Completion

8.1 The Contractor shall commence work on the Facilities from the date of Notification of Award and the Contractor shall thereafter proceed with the Facilities in accordance with the time schedule (Time Schedule) to the Contract Agreement or and as mentioned in special conditions of contract.

8.2 The Contractor shall attain Completion of the Facilities (or of a part where a separate time for Completion of such part is specified in the Contract) within the time stated in the SCC or within such extended time to which the Contractor shall be entitled under GCC Clause 8.3 (Extension of Time for Completion) hereof.

8.3 Extension of time

8.3.1 If the Contractor shall desire an extension of the time for completion of the work on the ground of his having been unavoidably hindered in its execution or on any other grounds, he shall apply, in writing, to the Engineer within 5 working days for each location of the date of the hindrance, on account of which he desires such extension as aforesaid, and the Authority Competent to grant extension under the rules / delegations of power or other duly authorized Engineer shall, if in his opinion, (which shall be final) reasonable grounds be shown therefore, authorize such extension of time, if any, as may, in his opinion, be necessary or proper, if the period of completion of contract expires before the expiry of the period of 5 days provided in this clause, the application for extension shall be made before the expiry of the period stipulated for completion of the contract.

9. Contractor's Responsibilities

- 9.1 The Contractor shall design, manufacture (including associated purchases and/or subcontracting), install and complete the Facilities with due care and diligence in accordance with the Contract.
- 9.2 The Contractor confirms that it has entered into this Contract on the basis of a proper examination of the data relating to the Facilities (including any data as to boring tests) provided by the GSCL, and on the basis of information that the Contractor could have obtained from a visual inspection of the Site (if access thereto was available) and of other data readily available to it relating to the Facilities as at the date twenty-eight (28) days prior to bid submission. The Contractor acknowledges that any failure to acquaint itself with all such data and information shall not relieve its responsibility for properly estimating the difficulty or cost of successfully performing the Facilities.
- 9.3 The Contractor shall acquire in its name all permits, approvals and/or licenses from all local, state or national government authorities or public service undertakings in the country where the Site is located that are necessary for the performance of the Contract, including, without limitation, visas for the Contractor and Sub Contractor's personnel and entry permits for all imported Contractor's Equipment. The Contractor shall acquire all other permits, approvals and/or licenses that are not the responsibility of the MD, GSCL hereof and that are necessary for the performance of the Contract.
- 9.4 The Contractor shall comply with all laws in force in the country where the work is carried out or Facilities are installed and where the Installation Services are carried out. The laws will include all national, provincial, municipal or other laws that affect the performance of the Contract and bind upon the Contractor. The Contractor shall indemnify and hold harmless the MD, GSCL from and against any and all liabilities, damages, claims, fines, penalties and expenses of whatever nature arising or resulting from the violation of such laws by the Contractor or its personnel, including the Sub Contractor and their personnel hereof.
- 9.5 Any Plant, Material and Services that will be incorporated in or be required for the Facilities and other supplies shall have their origin as specified under GCC Clause 3.16 (Country of Origin).
- 9.6 Work to be open to inspection: Contractor to be present

All work, under or in course of execution or executed in pursuance of the contract shall, at all times, be opened to inspection and supervision of the Employer/ Engineer, and his subordinates and any other authorized agency of Employer and the Contractor shall, at all times during the usual working hours, and at all other times at which reasonable notice of the intention of the Engineer or his subordinate and any other authorized agency of the Employer to visit the works shall have been given to the Contractor, either himself be present to receive orders and instructions or have a responsible agent duly accredited in writing, present for the purpose. Orders given to the Contractor's agent shall be considered to have the same force as if they had been given to the Contractor himself.

9.7 The Safety Procedures

9.7.1 The Contractor Shall:

1. Comply with all applicable safety regulations,
2. Take care for the safety of all persons entitled to be on the site,
3. Choose reasonable efforts to keep the work and site clear of unnecessary obstruction so as to avoid danger to these peoples.
4. Provide any temporary works (including roadways, footways, guards and fences) which may be necessary because of the execution of works, for the use and protection of the public and of owners and occupy a server adjacent land.

9.8 Site office

Contractor shall have to establish well furnished site office for his supervisory staff and for project meetings with Employer/Engineer. Site office shall be approved by the Employer.

9.9 Planning, Designing and Execution of the Works

The Contractor shall carry out and be responsible for the design of works, including any site surveys, subsoil investigations, material testing and all other things necessary for proper planning and design.

Within 10 days from award of the contract, the contractor shall start submitting drawings, construction documents etc, for review and approval by the Engineer. The contractor will be fully responsible for ensuring that its drawings, designs and construction documents satisfy all requirements for constructing works that are complete and fully functional in all respects.

The Contractor shall prepare and keep up to date, a complete set of "as built" records of the execution of the works, showing the exact as built locations, sizes and details of the work as executed. These records shall be kept on the site and two sets of such records shall be submitted to the Employer.

In addition the Contractor shall supply to the Engineer's representative as built drawings of the works, showing all works executed.

Contractor shall be responsible for preparing baseline Programme, upon acceptance of the Baseline Programme by the Employer, the Contractor shall adhere to it strictly. The Contractor shall ensure that preparation, updating and revision of programme of works are carried out by experienced and qualified personnel.

9.10 Monthly Reports and Meetings

9.10.1 Monthly Reports

Monthly Progress Reports shall be prepared by the Contractor and submitted to the Employer/Engineer. 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 within two working days after the last day of the month to which it related.

Reporting shall continue during both construction and operation period.

The reporting format shall be developed by the contractor with the Engineer (and Consultants if any) within 10 (Ten) days of commencement in consultation with Authority, the report format may evolve as required during the course of execution.

9.10.2 Meetings

Meetings shall be held in the office of Engineer or at any other places as mutually fixed in advance. The proposed agenda for meetings shall be exchanged at least Two days in advance. It is required that a decision maker of the Contractor is present at the meetings so that binding decisions can be taken about outstanding issues.

9.11 Quality Control

Employer shall have the right to exercise proper Quality Control measures. The Contractor shall provide all assistance to conduct such tests.

9.12 Operation and Maintenance Manuals

Prior to the commencement of the tests on completion, the Contractor shall supply to the Employer provisional Operation and Maintenance manuals in sufficient details. The work shall not be considered to be completed for the purposes of completion of works until the Employer has received final Operation and Maintenance manuals in such details.

9.13 Land for Temporary use

Land for labor camps, storage yards, temporary site sheds, casting yard shall be arranged by the Contractor at the site or nearby plot with the consent of Employer at his own cost.

9.14 Contractor's Materials, Labors, etc.

The Contractor shall provide everything necessary for the proper execution of the works according to the intent and meaning of the drawings, notes and specifications taken together, whether the same is or is not particularly shown or described therein, provided the same can be reasonably enforce them from. If the Contractor finds any discrepancy therein he shall immediately and in writing refer the same to the Engineer's

representative. The decision of the Engineer's representative shall be final and binding on the Contractor.

9.15 Materials

9.15.1 Steel, Cement and other materials necessary for execution of this work shall not be supplied by the Employer and same shall be procured by the Contractor at his own cost. Procurement and testing certificates for cement and reinforcement steel round bars or high yield strength steel deformed bars as required shall be arranged by the Contractor at his own cost from standard, reputed manufacturers only as per approved list. The Contractor shall submit statement of sources for procurement of materials.

9.15.2 Procurement of all constructional materials as required shall be arranged by the Contractor at his own cost from standard, reputed manufacturers/suppliers as may be approved by the client. The royalty receipts, challans, etc shall have to be submitted by the contractor from time to time to the Employer.

9.15.3 The Contractor will have to make his own arrangement for plants, equipments, machineries to be used in the execution of this work well in time after award of the Contract.

9.16 Labor Employment

9.16.1 The Contractor shall furnish to the Engineer every week during the progress of the works classified weekly returns of the number of the people employed on the work during the week. The report of skilled and unskilled labors shall be given in the prescribed form. The Contractor shall have to obtain labor license from concerned Government Department and shall have to submit to the Employer.

9.16.2 The Contractor shall strictly observe all the requirements laid down in the Contract labor (Regulation and Abolition) Act, 1979 and other acts as amended from time to time so far as applicable.

9.17 Treasure Trove

9.17.1 In the event of the Discovery by the Contractor or his employees during the progress of the work of any treasure, coins, antiquities, fossils, minerals or other articles or things of value or interest, whether geological, archeological or any other such treasure or other things shall deemed to be the absolute property of the client.

9.17.2 The Contractor shall take all reasonable precautions to prevent his workmen or any other persons from removing such things as above and shall immediately upon discovery thereof and before removal, acquaint the Engineer-In-Charge/ Issuing Authority of such discovery and carry out his orders as to the disposal of the same which will be at the Contractor's expense.

10. GSCL's Responsibilities

C. PAYMENT

11. Contract Price

11.1 The Contract Price shall be as specified in clause 11 and 12 (Contract Price and Terms of Payment) of the Form of Contract Agreement.

11.2 The Contract Price shall be adjusted in accordance with provisions of (Price Adjustment) to the Contract Agreement, if applicable. It will be mentioned in SCC.

11.3 The Contractor shall be deemed to have satisfied itself as to the hereof, correctness and sufficiency of the Contract Price, which shall, except as otherwise provided for in the Contract, cover all its obligations under the Contract.

12. Terms of Payment

12.1 The Contract price shall be paid as specified in (Terms and Procedures of Payment) to the Contract Agreement. The procedures to be followed in making application for and processing payments.

12.2 No payment made by the MD, GSCL herein shall be deemed to constitute non-acceptance by the GSCL of the Facilities or any part(s) thereof.

- 12.3 The currency or currencies in which payments are made to the Contractor under this Contract shall be specified in (Terms and Procedures of Payment) to the Contract Agreement, subject to the general principle that payments will be made in the currency or currencies in which the Contract Price has been stated in the Contract.

13 Performance Security

- 13.1 The Contractor shall, within 15 days of the notification of Contract award, provide a Performance Security for the due performance of the Contract in the amounts and currencies specified in the SCC. The security shall be in the form of an unconditional bank guarantee as per the proforma provided.

13.2 Forfeiture of Performance Security

- 13.2.1 Security amount in full or part may be forfeited in the following cases:

- (i) When any terms and conditions of the contract is breached
- (ii) When the applicant fails to make the complete work/O&M satisfactorily.

13.3 Refund of Security Deposit (EMD)

- 13.3.1 The security deposit (EMD) submitted by the successful bidder would be released upon furnishing of the Performance Security in the form and manner stipulated in the agreement.

13.4 Interim and Final Payment Certificate

- 13.4.1 Interim Payment: - Contractor shall submit monthly payment certificate for the work executed. Payment shall be made not later than 30 (Thirty) days from the date of submission of such Interim Payment Statement by the contractor to the Authority for certification subject to the submission being not required to be revert back for corrections.

Payment shall be done only after certification from Engineer.

13.5 Final Payment

After completion of all works and on issuance of completion certificate, the contractor shall submit Final Payment certificate to the Employer. Payment shall be made not later than 60 (Sixty) days from the date of submission of Final Payment Certificate.

14 Taxes and Duties

14.1 Except as otherwise specifically provided in the Contract, the Contractor shall bear and pay all taxes, duties, levies and charges assessed on the Contractor, its Sub Contractor or their employees by all municipal, state or national government authorities in connection with the Facilities in and outside of the country where the Site is located.

14.2 All taxes, duties and levies on works contract, if any, shall be to the Contractor's account and no separate claim in this regard will be entertained by the GSCL.

14.3 For the purpose of the Contract, it is agreed that the Contract Price specified in (Contract Price and Terms of Payment) of the Contract Agreement is based on the taxes, duties, levies and charges prevailing at the date seven (7) days prior to the last date of bid submission in the country where the Site is located (hereinafter called "Tax" in this GCC Sub-Clause 14.3). If any rates of Tax are increased or decreased, a new Tax is introduced, an existing Tax is abolished, or any change in interpretation or application of any Tax occurs in the course of the performance of Contract, which was or will be assessed on the Contractor in connection with performance of the Contract, an equitable adjustment of the Contract Price shall be made to fully take into account any such change by addition to the Contract Price or deduction there-from, as the case may be, in accordance with GCC Clause 22 (Change in Laws and Regulations) hereof.

However, these adjustments would be restricted to direct transactions between the GSCL and the Contractor/assignee of Foreign Contractor (if applicable). These adjustments shall not be applicable on procurement of raw materials, intermediary components etc. by the Contractor/assignee and also not applicable on the bought out items dispatched directly from sub-vendor's works to site.

D. INTELLECTUAL PROPERTY

15. Copyright

- 15.1 The copyright in all drawings, documents and other materials containing data and information furnished to the GSCL by the Contractor herein shall remain vested in the Contractor or, if they are furnished to the GSCL directly or through the Contractor by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party. The GSCL shall however be free to reproduce all drawings, documents and other material furnished to the GSCL for the purpose of the contract including, if required, for operation and maintenance of the facilities.

16. Confidential Information

- 16.1 The MD, GSCL and the Contractor shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following termination of the Contract. Notwithstanding the above, the Contractor may furnish to its Sub Contractor such documents, data and other information it receives from the MD, GSCL to the extent required for the Sub Contractor to perform its work under the Contract, in which even the Contractor shall obtain from such Sub Contractor undertaking of confidentiality similar to that imposed on the Contractor under this GCC clause 16.
- 16.2 The MD, GSCL shall not use such documents, data and other information received from the Contractor for any purpose other than the operation and maintenance of the Facilities. Similarly, the Contractor shall not use such documents, data and other information received from the GSCL for any purpose other than the design, procurement of Plant and Equipment, construction or such other work and services as are required for the performance of the Contract.

E. WORK EXECUTION

17. Representatives

17.1 Project Manager

17.1.1 If the Project Manager is not named in the Contract, then within few days of the Effective Date, the MD, GSCL shall appoint and notify the Contractor in writing of the name of the Project Manager. The MD, GSCL may from time to time appoint some other person as the Project Manager in place of the person previously so appointed, and shall give a notice of the name of such other person to the Contractor without delay. The MD, GSCL shall take reasonable care to see that no such appointment is made at such a time or in such a manner as to impede the progress of work on the Facilities. The Project Manager shall represent and act for the MD, GSCL at all times during the currency of the Contract. All notices, instructions, orders, certificates, approvals and all other communications under the Contract shall be given by the Project Manager, except as herein otherwise provided. All notices, instructions, information and other communications given by the Contractor to the MD, GSCL under the Contract shall be given to the Project Manager, except as herein otherwise provided.

17.2 Contractor's representative & Construction Manager

17.2.1 If the Contractor's Representative is not named in the Contract, then within fourteen (14) days of the Effective Date, the Contractor shall appoint the Contractor's Representative and shall request the MD, GSCL in writing to approve the person so appointed. If the MD, GSCL makes no objection to the appointment within fourteen (14) days, the Contractor's Representative shall be deemed to have been approved. If the MD, GSCL objects to the appointment within fourteen (14) days giving the reason therefore, then the Contractor shall appoint a replacement within fourteen (14) days of such objection, and the foregoing provisions of this GCC Sub-Clause 17.2.1 shall apply thereto.

17.2.2 The Contractor's Representative shall represent and act for the Contractor at all times during the currency of the Contract and shall give to the Project Manager all the Contractor's notices, instructions, information and all other communications under the contract.

- 17.2.3 All notices, instructions, information and all other communications given by the MD, GSCL or the Project Manager to the Contractor under the Contract shall be given to the Contractor's Representative or, in its absence, its deputy, except as herein otherwise provided.
- 17.2.4 The Contractor shall not revoke the appointment of the Contractor's Representative without the MD, GSCL's prior written consent, which shall not be unreasonably withheld. If the MD, GSCL consents thereto, the Contractor shall appoint some other person as the Contractor's Representative, pursuant to the procedure set out in GCC Sub- Clause 17.2.1
- 17.2.5 The Contractor's Representative may, subject to the approval of the MD, GSCL (which shall not be unreasonably withheld), at any time delegate to any person any of the powers, functions and authorities vested in him or her. Any such delegation may be revoked at any time. Any such delegation or revocation shall be subject to a prior notice signed by the Contractor's Representative, and shall specify the powers, functions and authorities thereby delegated or revoked. No such delegation or revocation shall take effect unless and until a copy thereof has been delivered to the MD, GSCL and the Project Manager.
- 17.2.6 Any act or exercise by any person of powers, functions and authorities so delegated to him or her in accordance with this GCC Sub-Clause 17.2.5 shall be deemed to be an act or exercise by the Contractor's Representative.
- 17.2.7 Notwithstanding anything stated in GCC Sub-clause 17.1 and 17.2.1 above, for the purpose of execution of contract, the MD, GSCL and the Contractor shall finalize and agree to a Contract Co-ordination Procedure and all the communication under the Contract shall be in accordance with such Contract Co-ordination Procedure.
- 17.2.8 From the commencement of work or of installation of the Facilities at the Site until Operational Acceptance, the Contractor's Representative shall appoint a suitable person as the construction manager (hereinafter referred to as "the Construction Manager"). The Construction Manager shall supervise all work done at the Site by the Contractor and shall be present at the Site throughout normal working hours except when on leave, sick or absent for reasons connected with the proper performance of the Contract.

When-ever the Construction Manager is absent from the Site, a suitable person shall be appointed to act as his or her deputy.

17.2.9 The MD, GSCL may by notice to the Contractor object to any representative or person employed by the Contractor in the execution of the Contract who, in the reasonable opinion of the GSCL, may behave inappropriately, may be incompetent or negligent, or may commit a serious breach of the Site regulations provided under GCC Clause 21. The GSCL shall provide evidence of the same, whereupon the Contractor shall remove such person from the Facilities.

17.2.10 If any representative or person employed by the Contractor is removed in accordance with GCC Sub-Clause 17.2.5, the Contractor shall, where required, promptly appoint a replacement.

18. Fraud and Corruption

18.1 GSCL defines the purpose of this provision, the terms set forth below as follows:

18.1.1 “Corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party.

18.1.2 “fraudulent practice” means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation.

18.1.3 “Coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party.

18.1.4 “Collusive practice” means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party.

will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract.

19. Force Majeure

- 19.1 The Contractor shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 19.2 For purposes of this clause, “Force Majeure” means an event or situation beyond the control of the Implementing Partner that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Implementing Partner. Such events may include, but not be limited to, acts of the Employer in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 19.3 If a Force Majeure situation arises, the Contractor shall promptly notify the Employer in writing of such condition and the cause thereof. Unless otherwise directed by the Employer in writing, the Implementing Partner shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

20. Termination

20.1 Termination for Default

- 20.1.1 The Employer, without prejudice to any other remedy for breach of Contract, by Notice of default sent to the Contractor, may terminate the Contract in whole or in part:

20.1.1.1 if the Contractor fails to deliver any or all of the Works/Goods within the period specified in the Contract, or within any extension thereof granted by the Employer or

20.1.1.2 If the Contractor fails to perform any other obligation under the contract.

20.1.2 In the event the Employer terminates the Contract in whole or in part, pursuant to GCC Clause 20.1, the Employer may procure, upon such terms and in such manner as it deems appropriate, Work/Goods or Related Services similar to those undelivered or not performed, and the Contractor shall be liable to the Employer for any additional costs for such similar Goods or Related Services. However, the Contractor shall continue performance of the Contract to the extent not terminated.

20.1.3 if the Contractor, in the judgment of the Employer has engaged in fraud and corruption, as defined in GCC Clause 18, in competing for or in executing the Contract.

20.2 Termination for Insolvency

20.2.1 The Employer may at any time terminate the Contract by giving Notice to the Contractor if the Contractor becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Contractor, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Employer.

20.3 Failure or Breach of Contract

20.3.1 In case the breach of the Contract full/part of the performance Guarantee can be forfeited and action against defaulting firm may be taken like Blacklisting, Suspension of Business, Banning of Business etc. along with the termination of contract by Issuing Authority without any compensation to the contractor.

20.4 Consequences of Termination by Issuing Authority

20.4.1 If the Issuing Authority with reasonable grounds, terminates the Contract the Security Deposit (Performance Guarantee) and any other sums of the Contractor with the Issuing Authority shall be forfeited and action shall be taken against him as per GCC, if deemed appropriate.

21. Site Regulations and Safety

21.1 The MD, GSCL and the Contractor shall establish Site regulations setting out the rules to be observed in the execution of the Contract at the Site and shall comply therewith. The

Contractor shall prepare and submit to the MD, GSCL, with a copy to the Project Manager, proposed Site regulations for the MD, GSCL's approval, which approval shall not be unreasonably withheld.

Such Site regulations shall include, but shall not be limited to, rules in respect of security, safety of the Facilities, gate control, sanitation, medical care, and fire prevention.

22 Change in Laws and Regulations

- 22.1 If, after the date seven (7) days prior to the date of Bid submission, in the country where the Site is located, any law, regulation, ordinance, order or by-law having the force of law is enacted, promulgated, abrogated or changed (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the costs and expenses of the Contractor and/or the Time for Completion, the Contract Price shall be correspondingly increased or decreased, and/or the Time for Completion shall be reasonably adjusted to the extent that the Contractor has thereby been affected in the performance of any of its obligations under the Contract. However, these adjustments would be restricted to direct transactions between the GSCL and the Contractor/Assignee of Foreign Contractor (if applicable). This adjustment shall not be applicable on procurement of raw materials, intermediary components etc. by the Contractor/Assignee of Foreign Contractor and shall also not be applicable on bought out items dispatched directly from sub-vendor works to site. Further, no adjustment of the Contract Price and/or payment or reimbursement of taxes, duties or levies shall be made on account of variation in or withdrawal of Deemed Export benefits. Notwithstanding the foregoing, such additional or reduced costs shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable.

23. Defect Liability

- 23.1 The Contractor warrants that the Facilities or any part thereof shall be free from defects in the design, engineering, materials and workmanship of the Plant and Equipment supplied and of the work executed.

- 23.2 The Defect Liability Period shall be 1 (One) year from the date of Completion of the work or Facilities (or any part thereof) from the date of Operational Acceptance of the Facilities (or any part thereof), whichever first occurs, unless specified otherwise in the SCC.
- 23.3 If during the Defect Liability Period any defect should be found in the design, engineering, materials and workmanship of the Plant and Equipment supplied or of the work executed by the Contractor, the Contractor shall promptly, in consultation and agreement with the MD, GSCL regarding appropriate remedying of the defects, and at its cost, repair, replace or otherwise make good (as the Contractor shall, at its discretion, determine) such defect as well as any damage to the Facilities caused by such defect. The Contractor shall not be responsible for the repair, replacement or making good of any defect or of any damage to the Facilities arising out of or resulting from any of the following causes:
- 23.3.1 Improper operation or maintenance of the Facilities by the GSCL
 - 23.3.2 Operation of the Facilities outside specifications provided in the contract.
 - 23.3.3 Normal wear and tear.
- 23.4 The MD, GSCL shall give the Contractor a notice stating the nature of any such defect together with all available evidence thereof, promptly following the discovery thereof. The GSCL shall afford all reasonable opportunity for the Contractor to inspect any such defect.
- 23.5 The MD, GSCL shall afford the Contractor all necessary access to the Facilities and the Site to enable the Contractor to perform its obligations under this GCC Clause 23. The Contractor may, with the consent of the MD, GSCL, remove from the Site any Plant and Equipment or any part of the Facilities that are defective if the nature of the defect, and/or any damage to the Facilities caused by the defect, is such that repairs cannot be expeditiously carried out at the Site.

- 23.6 If the repair, replacement or making good is of such a character that it may affect the efficiency of the Facilities or any part thereof, the MD, GSCL may give to the Contractor a notice requiring that tests of the defective part of the Facilities shall be made by the Contractor immediately upon completion of such remedial work, whereupon the Contractor shall carry out such tests. If such part fails the tests, the Contractor shall carry out further repair, replacement or making good (as the case may be) until that part of the Facilities passes such tests. The tests in character shall in any case be not less than what has already been agreed by the MD, GSCL and the Contractor for the original equipment/part of the Facilities.
- 23.7 If the Contractor fails to commence the work necessary to remedy such defect or any damage to the Facilities caused by such defect within a reasonable time (which shall in no event be considered to be less than fifteen (15) days), the MD, GSCL may, following notice to the Contractor, proceed to do such work, and the reasonable costs incurred by the GSCL in connection therewith shall be paid to the GSCL by the Contractor or may be deducted by the MD, GSCL from any monies due to the Contractor or claimed under the Performance Security.

24. Environmental Safeguards

- 24.1 The Contractor shall take action of following points and note the stipulations as under, in regards to Environmental Safeguards as stipulated by the Ministry of Environment and Forests.
- 24.1.1 Appropriate measures shall be undertaken while undertaking digging activities to avoid degradation of water quality.
- 24.1.2 Borrow pits and other scars created during the road construction shall be properly leveled and treated.
- 24.1.3 Adequate provision for Infrastructure facilities, i.e, water supply, fuel, sanitation etc, shall be ensured for laborers during construction period in order to avoid damage to the environment.

24.1.4 No excavation from or dumping of waste materials into any water body/wetlands shall be done.

24.1.5 Borrow sites for earth, quarry sites for road construction and dump site shall be identified keeping in view:

24.1.1.1 No excavation or dumping on private property is carried out without written consent to the owner.

24.1.1.2 No excavation or dumping shall be allowed on wetlands, forest areas or other ecologically valuable or sensitive locations.

24.1.1.3 The excavation work shall be done in consultation with soil conservation and watershed development agencies working in the area.

24.1.1.4 Construction soil including bituminous material and other hazardous material must not be allowed to contaminate water course and the dump sites for such materials must be identified well in advance before construction and lined properly so that each into the ground water.

24.1.1.5 Any approvals required for the same shall be arranged by the Contractor.

25. Delivery Schedules

- 25.1 The deliverables for the implementation of the project would be as follows:
- 25.2 The time allowed for carrying out the work as mentioned above, shall be strictly obeyed by the Bidder.
- 25.3 If the Bidder does not commence the work within the period specified above, the Bidder shall stand liable for the forfeiture of the amount of performance back guarantee and performance Security.
- 25.4 If the Bidder shall desire an extension of the time for completion of the work on the ground of unavoidably hindered in its execution or on any other grounds, the Bidder shall apply, in writing, to the authority within 5 working days for each location of the date of the hindrance, on account of which the Bidder desires such extension as aforesaid.
- 25.5 Authority grants extension of the time of completions after examine the reason of extension, if the period of completion of contract expires before the expiry of the period of 5 working days, the application for extension shall be made before the expiry of contract period.

26. Liquidated Damage

- 26.1 If the Contractor fails to deliver any or all of the product or does not perform the services within the time period(s) specified in the Contract, authority shall without prejudice to its other remedies under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 0.5% of the price of the undelivered product at the stipulated rate for each week or part thereof during which the delivery of such product may be delayed subject to a maximum limit of 10% of the Contract amount. Such penalty is to be deducted always by the authority from the bill of the firm. Once the maximum of the damages above is reached, authority may consider termination of contract.
- 26.2 Authority may debar the Bidder from taking part in future proposals for a specified period or black list him. The work shall, throughout the stipulated period of completion of the

contract, be proceeded with all due diligence, time being essence of the contract, on the part of the Bidder.

27. Close the Contract

- 27.1 Authority will issue the satisfactory completion certificate on executive of the project with compliance of all terms and condition mentioned in this RFP to close the contract.

28. Un-foreseeable Difficulties

- 28.1 The Bidder shall be deemed to have obtained all necessary information as to risk, contingencies and other circumstances that may influence or affect the works;
- 28.2 By signing the contract, the Bidder accepts the total responsibility for having sustained all difficulties and costs of successfully completing the work
- 28.3 The contract rates shall not be adjusted to take account of any unforeseen difficulties or costs.

29. Change in Constitution of Firm

- 29.1 Any change in the constitution of the firm/company etc. shall be notified forthwith by the firm in writing to the authority within a period of 30 days from the date of its occurrence & such changes shall not relive any new member or the member of the firm at the time of proposal from any liability under the contract.
- 29.2 No new partner/partners shall be accepted in the firm/company by the Bidder in respect of the contract unless he/they agree(s) to abide by all its terms and conditions and deposit with the authority on a written agreement to this effect. The firm's receipt of acknowledgement or that of any partner(s) subsequently accepted as above shall bind all of them and will be sufficient to discharge any liability under this contract.

30. Indemnifications

- 30.1 The Bidder to indemnify the authority against the following:
- 30.2 The Bidder shall at its own expense make good any physical loss or damage occasioned by it in the course of the performance of its obligations under this Contract if

and to the extent such loss or damage is caused by the wilful misconduct or failure to follow good engineering practices of the Bidder,

- 30.3 The Bidder shall indemnify, defend and hold harmless the authority and its officers, employees, agents and affiliates against any and all claims of loss, damage and expense of whatever kind and nature, including all related costs and expenses incurred in connection therewith, in respect of personal injury to or death of third parties and in respect of loss of or damage to any third party to the extent that the same arises out of:

30.3.1 Any breach by the Bidder of its obligations here under,

30.3.2 Any negligent act or omission on the part of the Bidder, its subcontractors or their respective agents or employees, and

30.3.3 Any willful misconduct or breach of statutory duty on the part of the Bidder, its subcontractors or their respective agents and employees.

31. Insurance for work

- 31.1 The Bidder shall effect and maintain during the agreement of insurance against accident to worker as maybe required to insure the contractor's personnel and any other persons employed by it on the work from and against any liability incurred. The Bidder's personnel/any person employed by the Bidder shall include the Sub-contractor and its personnel.

32. Additional Conditions

- 32.1 Any damage caused to either private or public property services, structures, etc shall be made good by Contractor without any extra cost to the Employer.
- 32.2 Contractor need to ensure proper and adequate traffic safety signboards, barricades, lighting at night shall be displayed during day and night to ensure that no accidents take place.
- 32.3 No excavated materials shall allowed to be stacked on roadside/ footpaths/public premises without written permission from Competent Authority.

- 32.4 That the work will be completed within days from the date of commencement of the Contract by the Contractor as per specification mentioned in the BID Document.
- 32.5 The Contractor shall arrange Security & Storage of their materials to avoid any theft or losses until installation at site. Issuing Authority shall, in no case, shall be responsible for providing any security/storage for the materials & equipments lying at site during or before execution of work. Under the contract the Contractor shall be responsible for any loss or damage until the completion of the Installation of the street lights.
- 32.6 That the work to be carried out with diligence and all work is to be done in workmen like manner. The material used by the Contractor is subject to approval from Engineer, whose decision with rate of progress and to the quality of work and material shall be final.
- 32.7 That no claim or application for revision in the contract rate will be considered due to sudden rate fluctuation of labor and materials or carriage in market at any stage of work under progress and during the tenure of the Contract.
- 32.8 That the Contractor will be responsible for delay in supplying or unavailability of any materials. No claim or damage from the Contractor shall be entertained by the Issuing Authority.
- 32.9 The Contractor shall execute extra item of works only after receiving instructions from Engineer and after getting approval for same.
- 32.10 That after completion of the work the contractor will remove and cart away all unwanted material, debris etc, at designated location as approved by the Employer at his own cost and leave the site clean and tidy.
- 32.11 The Contractor shall maintain a Field Book at the site or work for any time concerning the works. The Contractor will provide Weekly Progress statement to Employer/Engineer.
- 32.12 That the Contractor will have to make his own arrangement to carry water at site at his own cost.

- 32.13 That all facilities for inspecting the works will be provided by the Contractor and damage in process of inspection will be made good by the Contractor.
- 32.14 That if any vehicle is engaged in the work, all rules and regulations issued in connection with Motor Vehicle Act will have to be followed.
- 32.15 That the work to be completed in all respect within stipulated time and no extension of time shall be recommended in normal condition. In special condition, time of extension may be granted for valid reason.
- 32.16 That if the Contractor fails to perform the work within the time periods specified in the work orders, Employer shall without prejudice to its other remedies under the contract, deduct from the Contract price as liquidated damage, a sum equivalent to 0.5% of the contract price for each week of delay until actual completion of work, up to a maximum deduction of 10%. Once the maximum is reached, Employer may consider termination of the contract.
- 32.17 That the Contractor will have to arrange all necessary tool & plants required as per nature of work.
- 32.18 That all Labor Laws of the State Govt. as well as those of Govt. of India will be strict binding on the Contractor.
- 32.20 That the quarries for the stone materials of all types and size will be arranged by the Contractor and the Quality of the materials will be approved by Issuing Authority.
- 32.21 In case of dispute the jurisdiction of Court will be at Guwahati.
- 32.22 If any defect is detected in defect liability period the Contractor have to maintain the same of his own cost failing which the repair work will be done by the party and cost involved will be deducted from security deposit and necessary action will be taken against the Contractor.
- 32.23 That the Contractor will arrange for photography at site after completion of job at his/her/their own cost and the same will be submitted to the Employer along with the bill.