KAKINADA SMART CITY CORPORATION LIMITED

National Competitive Bidding

REQUEST FOR PROPOSAL (RFP)

RFP No. KSCCL/BIO-MINING/2017/1

Country: INDIA

Name of the Work - Reclamation of Parlopeta MSW Dumpsite Through Bio-Mining Process in Kakinada on "Design-Build-Operate (DBO)".

VOLUME - I/II

Dated: 02-06-2017

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Managing Director
KSCCL, Kakinada-533001

RFP Notification

KAKINADA SMART CITY CORPORATION LIMITED

Notification: KSCCL/School Infrastructure/2017 Dt: 17-05-2017

Bids are invited from Eligible Bidders for following Item of works

1. Up-gradation of High School Infrastructure – Package No.I.
2. Up-gradation of High School Infrastructure – Package No.II.
3. Up-gradation of High School Infrastructure – Package No.III.
4. Reclamation of Parlopeta MSW Dumpsite trough Bio-Mining Process in Kakinada Municipal Corporation.
5. Build, Operate and Maintain Biogas based captive Power plant for handling 5 TPD Municipal Solid Waste.
6. Design, Develop, Implement and maintenance of Health records (E-Health) of Government Hospitals in Kakinada.
7. Construction of Two Lane Road Bridge at Prathapnagar, Kakinada.
8. Development of Arterial Road from Sarpavaram Junction to Jagandhapuram Bridge via RTA Office, Dairy farm Junction,Port Railway gate as per design IRC 86-1983 for Urban Road.
9. Rehabilitation and Development of Gandhinagar Park.
10. Urban Street scaping of main road from Sarpavaram Junction to Balayogi Statue Junction" as Smart Street.

The Proposals can be submitted online e-tendering process through e-procurement portal **www.apeprocurement.gov.in** from 22 May 2017 onwards**.**

For Communication, contact us through
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S/d - xxxxxxx
Managing Director
KSCCL, Kakinada.

Key Dates

S. No.	Activity	Key Date*	Time
1	Release of RFP	02-June-2017	11:00
2	RFP Availability in E Procurement	22-June-2017	16:00
3	Last date of receipt of queries on RFP	08-June-2017	17:00
4	Pre-bid Meeting date Venue: Conference Hall, Municipal Corporation, Cinema road, Kakinada AP, India	09-June-2017	11:00
5	Posting of response to queries	12-June-2017	17:00
6	Last date for submission of Bids - Electronically	22-June-2017	17:00
7	Physical Submission	24-June-2017	11:00
8	Date of opening of technical bids (online)	24-June-2017	11:30
9	Date of opening of Commercial bids (online)	30-June-2017	11:00
10	Officer Inviting Bids	Managing Director, KSCCL, Kakinada	

For more details contact:
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ACRONYMS

KSCCL	Kakinada Smart City Corporation Limited
KMC	Kakinada Municipal Corporation
DBOO	Design Build Own and Operate
DBO	Design Build Operate
CDMA	Commissioner & Director of Municipal Administration
GoAP	Government of Andhra Pradesh
GoI	Government of India
ITB	Instructions to Bidders
ISO	International Standard Organization
LM	Lead Member
LoA	Letter of Award
LoI	Letter of Intent
RFP	Request for Proposal
SWM	Solid Waste Management
SPV	Special Purpose Vehicle
SLF	Engineered Sanitary Landfill Facility
TPD	Metric Tonnes per Day
ULB	Urban Local Body

DEFINITIONS

"ACT" means the Environment (Protection) Act, 1986 (29 of 1986) as amended up-to-date

“Appointed Day” means the date of signing of this Agreement by the Parties or the date of handing over the Project Site to the Concessionaire, whichever is later.

"Authority" shall mean Kakinada Smart City Corporation Limited ("KSCCL").

"Authorization" means the consent given by the Andhra Pradesh Pollution Control Board to the "Operator of a Treatment/Disposal Facility".

"Authorization" means the consent given by the Andhra Pradesh Pollution Control Board to the "Operator of a Treatment/Disposal Facility".

"Bidder" means a single entity or consortium of members submitting the proposals.

"Bid Security" shall mean the Security furnished by the Bidder.

“**City**” means the city of Kakinada

"Concessionaire" shall mean the Selected Bidder which enters into the Concession Agreement with Authority pursuant to issuance the LOA.

"Concession Agreement" shall mean the agreement entered between the Authority and the Concessionaire pursuant to this RFP.

"Concession Period" is as defined in 1.5 of this RFP.

"Consortium" shall mean two or more parties coming together for submission of Bid in response to “this RFP” pursuant to Memorandum of Understanding signed between them.

"Damages" shall mean the damages payable by either Party to the other of them, as set forth in the Concession Agreement.

"Disposal" means final disposal of inert(s) that are left after bio-mining and reclamation at the dumping site which further would be capped.

"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 in relation to this Project.

"Financial Bid" shall mean a document quoting Percentage of revenue as royalty on sale of compost to the Nodal Agency i.e. Fertilizer Company or agricultural department by the concessionaire in response to the RFP including clarifications and/or amendments and modifications made till the date of submission.

"Letter of Award" or **"LoA"** means the letter issued by the KSCCL to the Selected Bidder whose Bid has been accepted by Authority pursuant to this RFP for undertaking and executing the Project in conformity with the terms and conditions as set forth in this RFP and the Concession Agreement.

“KSSCL” mean Kakinada Smart City Corporation Limited.

“KMC” mean Kakinada Municipal Corporation.

"Letter of Intent" or **"LoI"** means the letter issued by the KSCCL to the shortlisted Bidder inviting their acceptance for undertaking and executing the Project in conformity with the terms and conditions as set forth in this RFP and the Concession Agreement.

"Liquidated Damage" shall mean any loss/losses caused or sustained by KSCCL, Authority due to nonperformance of any act as per the Scope of Work of this RFP or performance or carrying out of any act expressly or impliedly prohibited by the KSCCL, Authority as per the terms and conditions of Concession Agreement

"Local Authority" shall mean Kakinada Municipal Corporation ("KMC").

"Municipal Authority" shall mean Kakinada Municipal Corporation ("KMC").

"Operation & Maintenance" means the operation and maintenance of the Project and includes all matters connected with or incidental to such operation and maintenance, provision of services and facilities in accordance with the provisions of this RFP and Concession Agreement;

"Operation & Maintenance Period" means the period commencing from the date of signing of the Concession Agreement and ending on the last day of the Concession Period unless terminated earlier.

"Operator of a Facility" means the Concessionaire or his authorized representative duly approved by the Authority, who operates the bio-mining and reclamation activity at the dumpsite.

"Parties" means the parties to the Concession Agreement collectively and "Party" shall mean any of the parties to the Concession Agreement individually;

"Performance Security" means the guarantee for performance of its obligations to be procured by the Concessionaire in accordance with the Concession Agreement.

"Project" means all the activities envisaged to be carried out under this RFP;

"Request for Proposal" or **"RFP"** means invitation of bids setting forth technical and commercial terms and conditions, of the bid and includes this document, the Concession Agreement and all the Annexure and appendices attached to RFP and addendums issued by KSCCL.

"Schedule" means a schedule annexed to the SWM Rules 2016

"Service provider" means authorities who provide services like water, sewerage, electricity, telephone, roads, drainage etc.

"Specifications and Standards" means the specifications and standards relating to the quality, quantity, capacity and other requirements for the Project and any modifications thereof, or additions thereto expressly approved by, the Authority;

"SPV" means a special purpose vehicle company, to be incorporated by Selected Bidder (in case of Consortium,) under the provisions of the Companies Act 2013, pursuant to issuance of the LOA, for implementation of the Project in terms of Concession Agreement.

"Storage" means the temporary containment of compost prevent

"Selected Bidder" shall mean the Bidder to whom the LOA has been issued.

"Taxes" means any Indian Taxes including Service Tax, Excise duties, Customs duties, Value added tax, Sales tax, Local taxes, Cess and any impost or Surcharge of like nature (whether Central, State or local) on the goods, materials, equipment and services incorporated in and forming part of the Project charged, levied or imposed by any Government Instrumentality, or Municipal Authority but excluding any interest, penalties and other sums in relation thereto imposed on any account whatsoever

"Termination" means termination of this Concession Agreement pursuant to Termination Notice in accordance with the provisions of the Concession Agreement but shall not, unless the context otherwise requires, include the expiry of the Concession Agreement due to efflux of time in the normal course.

INTERPRETATION

In the interpretation of this RFP, unless the context otherwise requires:

i. The singular of any defined term includes the plural and vice versa, and any word or expression defined in the singular has the corresponding meaning used in the plural and vice versa.

ii. A reference to any gender includes the other gender.

iii. A reference to any agreement is a reference to that agreement and all annexes, attachments, exhibits, schedules, appendices and the like incorporated therein, as the same may be amended, modified, supplemented, waived, varied, added to, substituted, replaced, renewed or extended, from time to time, in accordance with the terms thereof.

iv. The terms "include" and "including" shall be deemed to be followed by the words "without limitation", whether or not so followed.

v. Any reference to a person shall include such persons successors and assignees.

vi. A reference to a "writing" or "written" includes printing, typing, lithography, scanned and other means of reproducing words in a visible form.

vii. Any date or period set forth in this RFP shall be such date or period as may be extended pursuant to the terms of this RFP.

viii. The terms "hereof, "herein", "hereto", "hereunder" or similar expressions used in this RFP mean and refer to this RFP and not to any particular Article.

ix. In case of any inconsistency between the terms mentioned in the RFP and the literary term, the meaning best construed in furtherance of the objectives of this RFP shall prevail.

x. Where there is a discrepancy between amount in figures and in words, the latter shall prevail.

BACKGROUND OF THE PROJECT

The Swachh Bharat Mission (SBM) emanates from the vision of the Government articulated in the address of The President of India in his address to the Joint Session of Parliament on 9th June 2014,

*"We must not tolerate the indignity of homes without toilets and public spaces littered with ga**rbage.** For ensuring hygiene, waste management and sanitation across the nation, a "**Swachh Bharat Mission"** was launched. This will be our tribute to Mahatma Gandhi on his 150th birth anniversary to be celebrated in the year 2019"*

SBM is being implemented by the Ministry of Urban Development (MoUD) and by the Ministry of Drinking Water and Sanitation (MoDWS) for urban and rural areas respectively. Further, the main objectives of the Mission are

- Elimination of open defecation,
- Eradication of Manual Scavenging,
- Modern and Scientific Municipal Solid Waste Management,
- To effect behavioural change regarding healthy sanitation practices,
- Generate awareness about sanitation and its linkage with public health,
- Capacity Augmentation for ULB‟s,
- To create an enabling environment for private sector participation in Capex (capital expenditure) and Opex (operation and maintenance),

In line with SBM (Urban) vision, Government of Andhra Pradesh has launched the Swachha Andhra Mission with a goal of achieving clean and healthy sanitation practices by 2019 to provide Swachha Andhra Pradesh.

As a part of SBM goals towards disposal of Municipal Solid Waste in modern & scientific methods, GoAP intends to take up the present project. Many of the existing municipal waste dumping sites were filled up and desired to have new dump sites. Thus more and more areas are being occupied by the dump sites and thereby creating scarcity of useful area. Further, many intellectual's reports were confirming the pollution of ground water.

Kakinada Municipality was Upgraded as Municipal Corporation by vide GO No. 542 KMC came into existence after the Government of Andhra Pradesh released the Government Order (GO) on November 21, 2005. The total number of wards in KSCCL is 50. It has the jurisdiction limit of an area of 31.45 km^2 (11.78 sq miles). The Kakinada Smart City

Corporation Limited SPV was formed as per the guidelines of Govt. of India under Smart City Mission.

The Kakinada smart city Corporation Limited (KSCCL) intends to enter into a "DESIGN-BUILD-OPERATE" (DBO) contract with a Private Service Provider to implement the project on "Reclamation of Parlopeta Dumpsite through Bio-mining process in KMC" (herein after referred as Project). The project would involve Design, Construction, Operation and Maintenance of the Bio-mining and Reclamation of existing solid waste dumpsite in the said process in a scientific manner at Parlopeta dumpsite in KMC area. The duration of the concession will be for 2 years. KSCCL is inviting proposals from the interested parties as per the laid down norms in this Request for Proposal (RFP).

The Parlopeta landfill site is located on South – East corner of the Kakinada city and receiving waste from Kakinada Municipal Corporation (KSCCL) area since 2006. The total area of Parlopeta site is around 12 acres which belongs to Railway Department with accumulation of waste over a period of 10 years. KSCCL has estimated that around 6 lakhs metric tonnes of Municipal Solid Waste (MSW) is dumped at Parlopeta. The MSW is not processed and dumped at the railway yard. KSCCL proposes to excavate the compacted MSW by using suitable mechanical sieving, separating machines or any other equipment, retrieving compostable material, recyclable material by segregating, sorting, storing and selling. The work envisages economically viable and environmentally sustainable method under PPP mode. Of the 12 acres, KSCCL intends to reclaim at-least 90% of the total dumpsite area.

KSCCL is committed for finding a sustainable solution for reclaiming the dumpsite, so as to enable generation of reusable and recoverable material as well as cleaning the site and further use the land parcel for development activities.

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PART 1 – Bidding Procedures

Section I - Instructions to Bidders

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Section I - Instructions to Bidders

	A. General
1. Scope of Bid	1.1 With reference to the RFP notice, specified in the **Bid Data Sheet (BDS)**, the KSCCL, as specified **in the BDS**, issues this Bidding document for the provision of Works as specified in Section V, Work's Requirements. The name, identification, and number of lots (contracts) of this RFP are specified **in the BDS.** 1.2 Throughout this bidding document: a. the term "in writing" means communicated in written form (e.g. by mail, e-mail, fax, including, if specified **in the BDS**, distributed or received through electronic-procurement system used by the KSCCL) with proof of receipt; b. if the context so requires, "singular" means "plural' and vice versa; and c. "Day" means calendar day, unless otherwise specified as a "Business Day." A Business Day is any day that is a working day of GoAP. It excludes the GoAP's official public holidays.
2. Fraud and Corruption	2.1 KSCCL requires compliance with the Indian Penal Code 1860 and Prevention of Corruption Act 1988. KSCCL defines, for the purposes of this provision, the terms set forth below as follows a. "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and b. "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Department, and includes collusive practice among bidders (prior to or after tender submission) designed to establish bid prices at artificial non-competitive levels and to deprive the benefits of free and open competition. 2.2 Any effort by a bidder to influence the Department in the Department's bid evaluation, bid comparison or contract award decisions may result in rejection of the bidder's tender. 2.3 The Department will reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question 2.4 In further pursuance of this policy, bidders shall permit and shall cause their agents (where declared or not), subcontractors, sub consultants, service providers, suppliers, and their personnel, to permit KSCCL to inspect all accounts, records and other documents relating to any initial selection process, prequalification process, bid submission, proposal submission, and contract performance (in the case of award), and to have them audited by auditors appointed by KSCCL.

3. Eligible Bidders	3.1 A Bidder may be an Individual or a firm that is a private entity, a state-owned enterprise or institution or any combination of such entities in the form of a joint venture (JV) under an existing agreement or with a new JV agreement entered solely for the purpose of the said bid. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the Bidding process and, in the event the JV is awarded the Contract, during contract execution. The Maximum number of JV members eligible is specified **in the BDS**. 3.2 A Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this Bidding process, if the Bidder: (a) directly or indirectly controls, is controlled by or is under common control with another Bidder; or (b) has the same legal representative as another Bidder; or (c) has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the Bid of another Bidder, or influence the decisions of the Employer regarding this Bidding process; or (d) has a close business or family relationship with a professional staff of the KSCCL who: (i) are directly or indirectly involved in the preparation of the Bidding document or specifications of the Contract, and/or the Bid evaluation process of such Contract; or (ii) would be involved in the implementation or supervision of such Contract. 3.3 A firm that is a Bidder (either individually or as a JV member) shall not participate in more than one Bid, except for permitted alternative Bids. This includes participation as a subcontractor in other Bids. Such participation shall result in the disqualification of all Bids in which the firm is involved. 3.4 A Bidder may have the nationality of any country, subject to the restrictions pursuant to ITB 3.5. A Bidder shall be deemed to have the nationality of a country if the Bidder is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. 3.5 The bidder shall not have been blacklisted by any of the Central government/ State government/ Semi- government/ PSU's of central/ state governments. 3.6 Firms of all countries are eligible to apply - Deleted.

	3.7 A Bidder shall provide such documentary evidence of eligibility satisfactory to the KSCCL, as the KSCCL shall reasonably request.
	B. Contents of Bidding Document
4. Sections of Bidding Document	4.1 The Bidding document consists of Volume I and II which includes all the sections specified below, and which should be read in conjunction with any Addenda issued in accordance with ITB 6. **Volume I** **PART 1 Bidding Procedures** • Section I - Instructions to Bidders (ITB) • Section II - Bid Data Sheet (BDS) • Section III - Evaluation and Qualification Criteria • Section IV -Bidding Forms **PART 2 Works Requirements** • Section V - Scope of Work **PART 3 Conditions of Contract and Contract Forms** • Section VI - General Conditions(GC) • Section VII- Special Conditions of Contract(SCC) • Section VIII - Contract Forms • Financial Bid Part – I- Annexure-I **Volume II** **PART 4 Layout and Photographs** 4.2 The Request for Proposal (RFP) issued by the KSCCL is not part of the Bidding document. 4.3 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding document and its updates on web portal to furnish with its Bid, all information and documentation as is required by the Bidding document.
5. Clarification of Bidding Document, Site Visit, Pre-Bid Meeting	5.1 A Bidder requiring any clarification of the Bidding document shall contact the KSCCL in writing at the address specified **in the BD S**or raise it in writing during the pre-Bid in writing. The KSCCL will respond in writing to any request for clarification, provided that such request is received prior to the deadline specified in Key Dates. The KSCCL shall upload the responses online in the AP e-procurement portal and its website and through mails to the intended bidder who have attended the pre-bid meeting or who have raised queries. It is the bidder's responsibility to check the portal regularly for any updates/postings. KSCCL will not hold any responsibility of posting the same to individual bidders.

	5.2 The Bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense. 5.3 The Bidder and any of its personnel or agents will be granted permission by the KSCCL to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the Bidder, its personnel, and agents will release and indemnify the KSCCL and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection 5.4 The Bidder's designated representative is invited to attend a pre-Bid meeting and/or a Site of Works visit. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage. 5.5 The Bidder is requested to submit any questions in writing, to reach the KSCCL not later than the time specified in 'Key Dates'. 5.6 Minutes of the pre-Bid meeting, if applicable, including the text of the questions asked by Bidders, without identifying the source, and the responses given, together with any responses prepared after the meeting, shall also publish the clarifications as given in ITB 5.1 and Minutes of the pre-Bid meeting at the web page identified **in the BDS**. Any modification to the Bidding document that may become necessary as a result of the pre-Bid meeting shall be made by the KSCCL exclusively through the issue of an Addendum pursuant to ITB 6 and not through the minutes of the pre-Bid meeting. Non-attendance at the pre-Bid meeting will not be a cause for disqualification of a Bidder.
5.A. Sufficiency of the Bid	The Contractor shall be deemed to have satisfied himself before bidding as to the correctness and sufficiency of his tender for the Scope of Work.
6. Amendment of Bidding Document	6.1 At any time prior to the deadline for submission of Bids, KSCCL may amend the Bidding document by issuing addenda. 6.2 Any addendum and / or clarifications issued shall be part of the Bidding document and shall be uploaded on the e-procurement portal(as specified in key dates) in accordance with ITB 4.3. KSCCL shall also publish the addendum on the web page in accordance with ITB 5.6.
	C. Preparation of Bids
7. Cost of Bidding	7.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the KSCCL shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process. **7.2 Transaction Fee:** It is mandatory for all the participating bidders to pay electronically the Transaction fee to M/s Vupadi Techno Service (P) Ltd

	through "Payment Gateway Service on E-Procurement platform". The Electronic Payment Gateway accepts all Master and Visa card issued by any bank and Direct Debit facility / Net Banking of ICICI Bank, HDFC to facilitate the transaction. This is in compliance as per G.O Ms No 13 IT & C Dept., dated 5-7-2006. A Service Tax of 15 % + Bank Charges for Credit Card Transaction of 1.85% on the transaction Amount payable to M/s Vupadi Techno Service (P) Ltd shall be applicable which is non-refundable. The Transaction fee payable is specified **in the BDS**. **7.3 Bid Processing Fee:** A bidding processing fee is payable by the bidder in the form of a Demand Draft drawn in the name of Kakinada Smart City Corporation Limited payable at Kakinada. Scanned Copy of the demand draft shall be uploaded during the bid submission and shall be physically submitted along with the bid. The Bid Processing fee payable is specified **in the BDS.**
8. Language of Bid	8.1 The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the KSCCL, shall be in English.
9. Documents Comprising the Bid	9.1 The Bid shall comprise the following: (a) **Authorization :** written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB.3; (b) **Bid Security** in accordance with ITB 17.1; (c) **Conformity:** a technical proposal in accordance with ITB 14; (d) **Letter of Bid** prepared in accordance with ITB 10; (e) **Qualifications**: documentary evidence in accordance with ITB 15 establishing the Bidder's qualifications to perform the Contract if its Bid is accepted; (f) **Schedules** including Bill of Quantities, completed in accordance with ITB 10 and ITB 12; (g) Any other document required **in the BDS**. 9.2 In addition to the requirements under ITB 9.1, Bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members
10. Letter of Bid and Schedules	10.1 The Letter of Bid and Schedules, including the Bill of Quantities, shall be prepared using the relevant forms furnished in Section IV, Bidding Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITB 18.3. All blank spaces shall be filled in with the information requested.
11. Alternative Bids	11.1 No alternative Bids shall be considered. Bidders submitting unsolicited alternative proposals will be summarily rejected.
12. Bid Prices and Discounts	12.1 The prices quoted by the Bidder in the Letter of Bid and in the Bill of Quantities shall conform to the requirements specified below. 12.2 The Bidder shall fill in rates and prices for all items of the Works

	described in the Bill of Quantities. Items against which no rate or price is entered by the Bidder shall be deemed covered by the rates for other items in the Bill of Quantities and will not be paid for separately by the Employer. 12.3 The price to be quoted in the Letter of Bid, in accordance with ITB 10.1, shall be the total price of the Bid. 12.4 VOID 12.5 Unless otherwise specified **in the BDS** and the Conditions of Contract, the rates and prices quoted by the Bidder are fixed. 12.6 If so specified in ITB 1.1, Bids are being invited for individual lots (contracts) or for any combination of lots (packages). Bidders wishing to offer discounts for the award of more than one Contract shall specify in their Bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted in accordance with ITB 12.4, provided the Bids for all lots (contracts) are opened at the same time. 12.7 All duties, taxes as mentioned in ITB 12.A, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date shall be included in the rates and prices and the total Bid Price submitted by the Bidder.
12.A. Taxes, Duties etc.	VOID
13. Currencies of Bid and Payment	13.1 The currency of the Bid and the currency of payments shall be in Indian Rupees.
14. Documents Comprising the Technical Proposal	14.1 The Bidder shall furnish a technical proposal including a statement of work methods, equipment, personnel, schedule and any other information as stipulated in Section IV, Bidding Forms, in sufficient detail to demonstrate the adequacy of the Bidder's proposal to meet the work's requirements and the completion time.
15. Documents Establishing the Eligibility and Qualifications of the Bidder	15.1 To establish Bidder's eligibility in accordance with ITB 3, Bidders shall complete the Letter of Bid, included in Section IV, Bidding Forms and submit true copies of all relevant documents as mentioned. 15.2 In accordance with Section III, Evaluation and Qualification Criteria, to establish its qualifications to perform the Contract the Bidder shall provide the information requested in the corresponding information sheets included in Section IV, Bidding Forms.

16. Period of Validity of Bids	16.1 Bids shall remain valid for the Bid Validity period specified **in the BDS**. The Bid Validity period starts from the date fixed for the Bid submission deadline (as prescribed by the KSCCL in accordance with ITB 20). A Bid valid for a shorter period shall be rejected by the KSCCL as nonresponsive. 16.2 In exceptional circumstances, prior to the expiration of the Bid validity period, KSCCL may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB 17, it shall also be extended for thirty days (30 days) beyond the deadline of the extended validity period. A Bidder may refuse the request without forfeiting its Bid security. A Bidder granting the request shall not be required or permitted to modify its Bid.
17. Bid Security	17.1 The Bidder shall furnish as part of its Bid, a Bid Security as specified **in the BDS** in the amount as specified **in the BDS**. 17.2 The Bid Security shall be paid in the form of an unconditional Bank guarantee issued by a nationalized bank or scheduled/ commercial bank drawn in favour of Kakinada Smart City Corporation Limited payable at Kakinada. The Bid Security shall be submitted using the Bid Security Form included in Section IV, Bidding Forms, The Bid Security shall be valid for thirty days (30 days) days beyond the original validity period of the Bid, or beyond any period of extension if requested under ITB 16.2. 17.3 If a Bid Security specified pursuant to ITB 17.1 is not submitted along with the bid then the bid shall be rejected as non-responsive 17.4 If a Bid Security is specified pursuant to ITB 17.1, the Bid Security of unsuccessful Bidders shall be returned within 60 days of award of work to the successful bidder 17.5 VOID 17.6 The Bid Security may be forfeited- c. if a Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Letter of Bid, or any extension thereto provided by the Bidder; or d. if the successful Bidder fails to: (i) Sign the Contract in accordance with ITB 40; or (ii) Furnish a Performance Security 17.7 The Bid Security of a JV shall be in the name of the JV that submits the Bid.
18. Format and Signing of Bid	18.1 The Bidder shall prepare one original of the documents comprising the Bid as described in ITB 9 and clearly mark it "ORIGINAL." In addition, the Bidder shall submit copies of the Bid, in the number specified **in the BDS** and clearly mark them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.

	18.2 Bidders shall mark as "CONFIDENTIAL" all information in their Bids which is confidential to their business. This may include proprietary information, trade secrets, or commercial or financially sensitive information. 18.3 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign (with blue colour pen only) on behalf of the Bidder. This authorization shall consist of a written Power of Attorney and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid where entries or amendments have been made shall be signed or initialled by the person signing the Bid (with blue colour pen only). 18.4 In case the Bidder is a JV, the Bid shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives. 18.5 Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialled by the person signing the Bid.
	D. Submission and Opening of Bids
19. Sealing and Marking of Bids	19.1 Unless specified in BDS in detail about submission process of the bid the following is to be followed. 19.2 The Bids needs to be submitted on the e-tendering portal i.e.,https://tender.apeprocurement.gov.in. 19.3 (A) Physical bid submission should be by hand shall enclose the original of the Technical Bid and copy of the Technical Bid in separate sealed envelopes, duly marking the envelopes as "ORIGINAL - TECHNICAL BID", and "COPY NO… - TECHNICAL BID". These envelopes, the first containing the originals and the others containing copies, shall then be enclosed in one single envelope per set. If permitted in accordance with ITB 11, alternative bids shall be similarly sealed, marked and included in the sets. The rest of the procedure shall be in accordance with ITB 19.4 and 19.7. (B) Bidders submitting bids electronically shall follow the electronic bid submission procedures specified in the BDS. 19.4 The inner and outer envelopes shall: (a) bear the name and address of the Bidder; (b) be addressed to the Employer in accordance with BDS 20.1 and (c) bear the specific identification of this bidding process indicated in the BDS 1.1 19.5 The outer envelopes and the inner envelopes containing the Technical Bid shall bear a warning not to open before the time and date for the opening of Technical Bid, in accordance with ITB 23

	19.6 VOID 19.7 If all envelopes are not sealed and marked as required, the Employer will assume no responsibility for the misplacement or premature opening of the bid. 19.8 All pages in the bid should be numbered appropriately in serial order
20. Deadline for Submission of Bids	20.1 Bids must be received by KSCCL at the address and no later than the date and time specified in the BDS. 20.2 KSCCL may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding document in accordance with ITB 6, in which case all rights and obligations of KSCCL and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.
21. Late Bids	21.1 KSCCL shall not consider any Bid that arrives after the deadline for submission of Bids, in accordance with ITB 20. Any Bid received by KSCCL after the deadline for submission of Bids shall be declared late, rejected. 21.2 Bidders are encouraged to submit their bids well in advance and avoid last minute rush resulting in "nonresponsive website/ slow uploading/ server down/ server not working etc." or any other case as it may be during the submission of the bids online on the e-procurement system. KSCCL will not be responsible for occurrence of any of the above events. 21.3 Evaluation of bids shall be based on the uploaded document. if there is any discrepancy between the physical and online documents, documents submitted online ONLY will prevail.
22. Withdrawal, Substitution, &Modification of Bids	22.1 The Bidder may/will not be allowed to withdraw, substitute and modify their bid after it has been submitted and accepted by KSCCL. Any withdrawal of bids will be result in forfeit of Bid security.
23. Bid Opening	23.1 Except in the cases specified in ITB 21 and ITB 22, KSCCL shall publicly open and read out in accordance with this ITB all Bids received by the deadline, at the date, time and place specified **in the BDS**, in the presence of Bidders` designated representatives. 23.2 All envelopes shall be opened one at a time, reading out: the name of the Bidder and responsiveness of the bid.
	E. Evaluation and Comparison of Bids
24. Confidentiality	24.1 Information relating to the evaluation of Bids and recommendation of contract award shall not be disclosed to Bidders or any other persons not officially concerned with the Bidding process. 24.2 Any effort by a Bidder to influence the KSCCL in the evaluation of the Bids or Contract award decisions may result in the rejection of its Bid.
25. Clarification of Bids	25.1 To assist in the examination, evaluation, and comparison of the Bids, and qualification of the Bidders, KSCCL may, at its discretion, ask any Bidder for a clarification of its Bid, given a reasonable time for a

	response. Any clarification submitted by a Bidder that is not in response to a request by KSCCL shall not be considered. KSCCL's request for clarification and the response shall be in writing. 25.2 If a Bidder does not provide clarifications of its Bid by the date and time set in KSCCL's request for clarification, its Bid may be rejected.
26. Deviations, Reservations, and Omissions	26.1 During the evaluation of Bids, the following definitions apply: (a) "Deviation" is a departure from the requirements specified in the Bidding document; (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding document; and (c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding document.
27. Determination of Responsiveness	27.1 KSCCL's determination of a Bid's responsiveness is to be based on the contents of the Bid itself, as defined in ITB 9. 27.2 A substantially responsive Bid is one that meets the requirements of the Bidding document without material deviation, reservation, or omission. 27.3 The KSCCL shall examine the technical aspects of the Bid submitted in accordance with ITB 14, in particular, to confirm that all requirements of Section V, Scope of Work have been met without any material deviation, reservation or omission. 27.4 If a Bid is not substantially responsive to the requirements of the Bidding document, it shall be rejected by KSCCL.
28. Correction of Arithmetical Errors	28.1 Provided that the Bid is substantially responsive, KSCCL shall correct arithmetical errors on the following basis: (a) if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above. 28.2 Bidders shall be requested to accept correction of arithmetical errors. Failure to accept the correction in accordance with ITB 28.1 shall result in the rejection of the Bid.
29. VOID	

30. Subcontractors	30.1 Unless otherwise stated **in the BDS,** KSCCL does not intend to execute any specific elements of the Works by subcontractors selected in advance by the KSCCL. 30.2 Bidders may propose subcontracting up to the percentage of total value of contracts or the volume of works as specified **in the BDS**. Subcontractors proposed by the Bidder shall be fully qualified for their parts of the Works. 30.3 The subcontractor's qualifications shall not be used by the Bidder to qualify for the Works unless their specialized parts of the Works were previously designated by the KSCCL **in the BDS** as can be met by subcontractors referred to hereafter as 'Specialized Subcontractors', in which case, the qualifications of the Specialized Subcontractors proposed by the Bidder may be added to the qualifications of the Bidder.
31. Evaluation of Bids	31.1 KSCCL shall use the criteria and methodologies listed in this ITB and Section III, Evaluation and Qualification Criteria. No other evaluation criteria or methodologies shall be permitted. By applying the criteria and methodologies KSCCL shall determine the Most Advantageous Bid in accordance with ITB 36. 31.2 To evaluate a bid KSCCL shall consider the following: (a) The selection is based on Highest Cost Based selection (HCS) as **specified in BDS** (b) The evaluation committee shall evaluate the Pre-qualification/eligibility criteria of the Bidders. (c) The bidders who qualifying in the pre-qualification as **specified in the BDS** shall be treated at par and be considered eligible for opening of financial bid. Financial bids of only those bidders who are qualified in the eligibility criteria will be opened. (d) The bid price, excluding Provisional Sums and the provision, if any, for contingencies in the Summary Bill of Quantities (BoQ), Activity Schedule, but including all works items, where priced competitively; (e) Price adjustment for correction of arithmetic errors in accordance with ITB 28; (f) Any other additional evaluation factors specified **in the BDS** and Section III, Evaluation and Qualification Criteria. 31.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in bid evaluation.
32. Comparison of Bids	32.1 KSCCL shall compare the evaluated costs of all substantially responsive Bids established in accordance with ITB 31.2 to determine the Bid that has the Highest evaluated cost.
33. Qualifications of the Bidder	35.1 KSCCL shall determine to its satisfaction whether the eligible Bidder that is selected meets the qualifying criteria specified in Section III, Evaluation

	and Qualification Criteria. 35.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 15. The determination shall not take into consideration the qualifications of other firms such as the Bidder's subsidiaries, parent entities, affiliates, subcontractors (other than Specialized Subcontractors if permitted in the Bidding document), or any other firm(s) different from the Bidder.
34. Most Advantageous Bid	36.1 Having compared the evaluated costs of Bids, KSCCL shall determine the Most Advantageous Bid. The Most Advantageous Bid is the Bid of the Bidder that meets the Evaluation criteria as per Section III.
35. KSCCL's Right to Accept Any Bid, and to Reject Any or All Bids	37.1 KSCCL reserves the right to accept or reject any Bid and to annul the Bidding process and reject all Bids at any time prior to Contract Award, without thereby incurring any liability to Bidders. In case of annulment, all Bids submitted and specifically, Bid securities, shall be promptly returned to the Bidders.
36. Notice of Intention to Award	38.1 After determination of Most Advantageous Bid as per ITB 36 KSCCL will issue Letter of Award to the successful bidder.
F. Award of Contract	
37. Award Criteria& Notification of Award.	39.1 Subject to ITB41, KSCCL shall award the Contract to the successful Bidder. This is the Bidder whose Bid has been determined to be the Most Advantageous Bid. KSCCL will issue Letter of Award to the Most Advantageous Bid
38. Signing of Contract	40.1Promptly upon Notification of Award, the successful bidder shall within 4 days submit Letter of Acceptance of work and within 10 days enter in to the Concision agreement with the KSCCL after duly submitting the performance bank guarantee and completion of any other formalities. 40.2 Within 3 working days from entering into the Concision agreement, KSCCL will issue a Work Order duly indicating the commencement date. Unless otherwise specified the date of commencement of work is the date of issue of Work Order.
39. Performance Bank Guarantee	41.1 Within 10 days of the receipt of the Letter of Award from KSCCL, the successful Bidder shall furnish the Performance Security as mentioned in accordance with the General Conditions of Contract, subject to ITB 34 41.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event, the KSCCL may award the Contract to the Bidder offering the next Most Advantageous Bid.
40. Additional	42.1 Within 10 days of the receipt of the Letter of Award from KSCCL, the

Performance Security	successful Bidder shall furnish the Additional Performance Security as mentioned in accordance with the General Conditions of Contract, subject to ITB 33 and 38 42.2 Failure of the successful Bidder to submit the above-mentioned additional Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event, the KSCCL may award the Contract to the Bidder offering the next Most Advantageous Bid.

Section II - Bid Data Sheet (BDS)

A. General	
ITB 1.1	The reference number of the Request for Proposal (RFP) is: KSCCL/Bio- Mining /2017/1 KSCCL is ***Kakinada Smart City Corporation Limited.*** The name of the RFP is "**Reclamation of Parlopeta MSW Dumpsite Through Bio-Mining Process in Kakinada on "Design-Build-Operate (DBO)**".
ITB 1.2(a)	**Electronic –Procurement System** The following e procurement system will be used for bidding process. **www.apeprocurement.gov.in** The electronic-procurement system shall be used to manage the issuing of bid documents, submission and opening of bid documents including queries, issue of clarifications etc. following aspects of the Bidding process:
ITB 3.1	Maximum number of members in the JV shall be- 2 (Two)
B. Contents of Bidding Document	
ITB 5.1	For **Clarification of Bid purposes** only, the KSCCL address is: **Kakinada Smart City Corporation Limited** **D.No- 2-33-10, Peketivari street,** **Perraju peta, Kakinada- 533001, AP, India** Web: www.kakinada.cdma.ap.gov.in Email: smartcityofficekkd@gmail.com kakinadacorporation@gmail.com ***A***ttention: Superintending Engineer Mobile: 8978686555 Email: smartcitysekmc@gmail.com ***OR*** Executive Engineer Mobile:9849906516 Email: vvenkatasurya99@yahoo.com Sri Sujay Arun J, CEO, KSCCL Email: jsujayarun@gmail.com M: 9989707957
ITB 5.4	A Pre-Bid meeting shall take place as per the Key Dates
ITB 5.6	As per ITB 5.1

C. Preparation of Bids	
ITB 7.2	The transaction fee of this bid to be paid online to M/s. Vupadi Techno Services Pvt. Ltd. is Rs.11,500.00 (Rupees Eleven Thousand Five Hundred only) including service tax.
ITB 7.3	The Bid Processing fee payable by demand draft is Rs.40,000.00 (Rupees Forty Thousand Only) in favour of Kakinada Smart City Corporation Ltd, payable at Kakinada
ITB 12.5	The prices quoted by the Bidder shall be Fixed. However the price adjustment will be given as per clause 13.3 of special conditions of contract.
ITB 16.1	The Bid validity period shall be 180 days from the due date of submission of the bid.
ITB 17.1	A Bid Security in the form of BG for Rs 300,000/- (Rupees Three Lakhs only) required to be submitted along with the bid drawn in favour of Kakinada Smart City Corporation Ltd.
ITB 18.1	In addition to the original of the Bid, the number of additional copies to be submitted : 2 (two) (total 3 Nos)
D. Submission and Opening of Bids	
ITB 20.1	For **Bid submission purposes** only, the address where the bid is to be submitted is as per ITB 5.1 Attention: ***The Managing Director*** **Kakinada Smart City Corporation Limited** **D.No- 2-33-10, Peketivari street,** **Perrajupeta, Kakinada- 533001, AP, India** **The deadline for Bid submission online and physical submission is as per Key Dates** Bidders are to submit the bids electronically only as per ITB 1.2 (a) The electronic Bidding submission procedures shall be by e-procurement portal of GoAP i.e., **www.apeprocurement.gov.in** After submission of the bid electronically the bidder has to submit physical copies as per clause ITB 18.1 by the date given in **Key Dates**
ITB 23.1	The Bid opening shall take place at: Street Address: **O/o The Commissioner** Municipal Corporation, Cinema Road Kakinada 533 001 Bid opening date and time shall be as per **Key Dates**

E. Evaluation, and Comparison of Bids	
ITB 31.2 (d)	Additional requirements apply. These are detailed in the evaluation criteria in Section III, Evaluation and Qualification Criteria.

Section III - Evaluation and Qualification Criteria

Bid Evaluation Process

The method of evaluation of the Most Advantageous Bid will be based on Quality Based Highest Cost Selection (QBHCS). It contains three steps as given below.

The Employer may constitute a Tender Evaluation Committee to evaluate the responses of the bidders. The Tender Evaluation Committee shall evaluate the responses to the RFP and all supporting documents/documentary evidence. Inability to submit requisite supporting documents/documentary evidence by bidders may lead to rejection of their bids.

The decision of the Tender Evaluation Committee in the evaluation of bids shall be final. No correspondence will be entertained outside the process of evaluation with the Committee. The Tender Evaluation Committee may ask for meetings or presentation with the Bidders to seek clarifications or conformations on their bids.

The KSCCL reserves the right to reject any or all bids. Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP. The steps for evaluation are as follows-

The Technical Evaluation Committee will review the PQ to determine whether the bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at Authority's discretion.

1. The method of evaluation of the Most Advantageous Bid will be based on Quality Based Least Cost Selection (QBLCS). It contains 3 steps as given below.
   A. Prequalification (PQ)
   B. Technical Evaluation
   C. Financial Evaluation

   Bidders who qualified in the Prequalification will be further evaluated for technical evaluations.

   1.1. Stage I: Pre-Qualification

   The Tender Evaluation Committee shall validate the following documents as per RFP. Each of the Pre-Qualification condition mentioned in this RFP is MANDATORY. In case, the Bidder does not meet any one of the conditions, the bidder shall be disqualified.

   1.1.1. Scanned copy of Demand Draft towards the cost of bid from a Nationalized/ Scheduled / commercial Bank drawn in favor of **Kakinada Smart City Corporation Limited** payable at Kakinada**.**

   1.1.2. Scanned copy of Bank Guarantee in respect of Bid Security from any **nationalized/Scheduled /commercial Bank drawn in favor of** Kakinada Smart City Corporation Limited **payable at** Kakinada**.**

   1.1.3. Original Bank Guarantee in respect of Bid Security and bid processing fees should be submitted physically.

1.1.4. Permanent Account No (PAN) of the Bidder/Firm/Company/ Society.

1.1.5. Self-attested copy of sales/service tax registration and sales/service tax return filed in last three years.

1.1.6. Self-attested copy of certificate that the up-to date Income Tax Returns filed.

1.1.7. A completion certificate from the client agency certifying the successful completion of the work executed done by the bidder may be uploaded along-with the tender documents.

1.1.8. The turnover/net worth/financial status of the bidder, shall be uploaded (scanned copy) along with the tender document for the last Three Financial years duly certified by a Charted Accountant.

1.1.9. Technical bids along with the compliance sheet of technical specifications and with necessary documents should be filled in all respects and each paper should be signed by the authorized representative, scanned and uploaded in e-tendering portal.

1.1.10. The bidder has to submit a Letter of Bid as per format given.

1.1.11. The bidders should submit copy of valid Certificate of Registration attested by Company Secretary/Authorized Signatory if applicable.

1.1.12. The bidder qualified/satisfies in Pre-Qualification (PQ) criteria (such as financial eligibilities, technical eligibilities) will be considered further for evaluation.

1.1.13. The bidder should meet all the eligibility criteria as per ITB 3 and submit documentary proof in (i) Form ELI- 1.1 and 1.2 with attachments and (ii) Letter of Bid.

1.1.14. The bidder (including members of JV) should provide information on

1.1.15. History of Contract non- performance where (a) nonperformance was not challenged by the bidder, including through referral to the dispute resolution mechanism under the respective contract, and (b) contracts that were so challenged but fully settled against the bidder Nonperformance must be based on all information on fully settled disputes or litigation, i.e. dispute or litigation that has been resolved in accordance with the dispute resolution mechanism under the respective contract and where all appeal instances available to the Bidder have been exhausted.

The bidder should submit Form CON- 2

1.1.16. Suspension based on poor execution of a Bid

1.1.17. History of Litigation and Pending litigations and should submit Form CON- 2

1.1.18. International Experience to be counted while evaluating the Bids. International experience of the Bidder or any Consortium Member in the matter of design, construction and O&M of Bio mining, reclamation, bioremediation and landscaping, forward sale of various bi products count only if the company registered in India has rendered services abroad for the purpose of evaluation of Bids.

1.1.19. **PQ for selection:**

1.1.19.1. **Technical Eligibility**

1.1.19.1.1. The Bidders "Experience & Expertise (As given in Form EXP – 4.1 and 4.2) in Implementation of similar project on bio mining and reclamation of solid waste dump sites /MSW during the last 5 years.

1.1.19.1.2. The bidder should have experience in bio-mining/city compost plants/ processing of MSW in last 5 years of capacity not less than 50 MT per day. **(Necessary client certificate shall be enclosed for claiming the experience. Failing which the bid will be rejected).**

1.1.19.2. **Financial Eligibility:**

1.1.19.2.1. The bidder should have positive Net Worth for the past Three Financial years.

1.1.19.2.2. The bidder should have an annual financial turnover at least Rs. 1.00 Crore during any one of the last three financial years. This should be duly certified by a Charted Accountant.

1.1.19.2.3. 10% weightage per year on the annual turnover and value of work done will be considered for bringing the turnover and value of work done to the current year.

1.1.19.2.4. The bidder should submit FIN- 3.1 and 3.2 with attachments in support of the financial qualification.

1.1.19.2.5. In case JV, JV partner should meet 40% of the criteria cited above and partners together should meet the total criteria.

1.2. Stage II : Technical Evaluation

The Technical Evaluation Committee will review the technical bids of the short-listed bidders to determine whether the technical bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at Authority's discretion.

Each Technical Bid will be assigned a Technical Score out of a maximum of 100 points. Only the bidders who get **Technical Score of more than or equal to 70% in Technical Evaluation** will qualify for Commercial Evaluation stage. Weightages of to bidder's ability is as shown in the table.

Sl.NO.	**Details of Technical Capability**	**Unit of Measure**	**Marks Allotted per Contract**	**Maximum Marks**	**Marks obtained by Bidder (s)**
1.	Experience in Bio mining/ city compost plants/ processing of MSW in last 5 years.	Metric Tonnes per day		30	
		50 to 100	20		
		100 to 200	25		

		> 200	30		
2.	Average Annual Turnover from Sale of Products from bio mining / city compost plants in last 5 years.	Rs. (Lakhs)		20	
		0-100 lakhs	10		
		Above 100 lakhs	20		
3.	Technical Proposal* *ref Annexure I(A&B)*	Bidder's		30	
		Understanding of Project	10		
		Proposed Technology	10		
		Plant Design	10		
4.	Presentation of Bidder.	Presentation	20	20	
		Total	100	100	

1.2.1.1. Presentation by the Bidders on its entire project management and plan.

1.2.1.2. The bidder should submit the availability of machinery, equipment, vehicles etc.

1.2.1.3. The approach and methodology and monitoring mechanism suggested by the Bidder.

The bids qualified in the Technical Evaluation, stage - II will only be further evaluated for stage-III Financial evaluation.

1.3. Stage III Financial Evaluation

All the bids qualified and Technical Evaluation will be notified to participate in Financial Bid opening process. The Financial bids for the technically qualified bidders shall then be opened on the notified date and time through e-mail and reviewed to determine whether the commercial bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at Authority's discretion.

Commercial bids that are not as per the format provided shall be liable for rejection.

The bid which is quoted the Highest rate (H1) will be considered as the Most Advantageous Bid and will be awarded with the work.

Note 1: The royalty will be paid to KSCCL/KMC by the concessionaire, and shall be considered as the deciding factor for selection of successful bidder. The concessionaire should quote their offer in terms of Rs.---/ 100 Metric Tonne, which they shall pay to KSCCL/KMC as royalty on the revenue they

receive from the sale of compost. **The Firm who offers the highest royalty will be selected as successful bidder**. However, while quoting the royalty, the bidder shall consider Rs. 2500 per Metric Tonne as the minimum sale price of the compost. Further, the minimum percentage of royalty to be paid to KSCCL/KMC shall not be less than 5 percent.

Note 2: Escalation: Quoted/contract rates will not be applicable during the project period of 2 years. Bidder has to consider the same before bidding.

Note 3: The Royalty shall be payable on quarterly basis to KSCCL/KMC by the concessionaire and shall be cleared by end of next quarter for the sales of preceding quarter.

2. Notification and issue of Letter of Award

a. The shortlisted bidder will be issued a letter of intent and information on being shortlisted. The Letter of Intent will be issued by KSCCL to the shortlisted bidder, inviting his acceptance. On receipt of the acceptance, the shortlisted bidder, KSCCL will further issue of LoA for entering into a concessionaire agreement among KSCCL and the selected bidder.

b. The Preferred/Selected Bidder shall be notified in writing by the KSCCL as evidenced by issue of Letter of Award (LOA) to the Preferred Bidder. The format for the Letter of Award is enclosed as Annexure VIII in this RFP.

c. The successful Bidder shall confirm his acceptance of the LOA issued by the KSCCL within 7 (seven) days as evidenced by signing and sending a copy of the LOA issued. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, the KSCCL may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder on account of failure of the Selected Bidder to acknowledge the LOA, and the next Bidder may be considered.

d. After the acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall execute the Concession Agreement within the period prescribed within such further time as the KSCCL may agree to in its sole discretion. The Selected Bidder shall not be entitled to seek any deviation in the Concession Agreement

e. The Authority will notify other Bidders that their Proposals have not been accepted and their Bid Security will be returned as promptly as possible as set out in various provisions in this RFP document.

3. Right to Accept or Reject Proposal

The KSCCL reserves the right to accept or reject any or all of the Proposals without assigning any reason and to take any measure as it may deem fit, including annulment of the bidding process, at any time prior to award of Concession, without liability or any obligation for such acceptance, rejection or annulment.

The KSCCL reserves the right to invite revised Proposals from Bidders with or without amendment of the RFP at any stage, without liability or any obligation for such invitation and without assigning any reason.

(a) The KSCCL reserves the right to reject any Proposal if at any time:

i. a material misrepresentation made at any stage in the bidding process is uncovered; or

ii. The Bidder does not respond promptly and thoroughly to requests for supplement information required for the evaluation of the Proposal.

(b) This would lead to the disqualification of the Bidder. If such disqualification / rejection occurs after the Proposals have been opened and the Preferred Bidder gets disqualified / rejected, then the KSCCL reserves the right to:

i. Declare the Bidder proposing the next lowest valid price as the Preferred Bidder and where warranted, invite such Bidder to equal or better the Financial Proposal submitted by such disqualified Preferred Bidder; or

ii. Take any such measure as may be deemed fit in its sole discretion, including annulment of the bidding process.

4. Contacting the KSCCL during Bid Evaluation

Bids shall be deemed to be under consideration immediately after they are opened and until such time the KSCCL makes official intimation of award/ rejection /non-shortlisting to the Bidders. While the Bids are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain, save and except as required under the Bidding Documents, from contacting by any means, the KSCCL and/ or their employees/ representatives on matters related to the Bids under consideration.

Bid Security amount shall be returned for those who don't qualify the financial evaluation stage and after PBG is submitted by the successful bidder.

Section IV - Bidding Forms

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1. Letter of Bid

Date: dd/mm/yyyy

To,

The Managing Director
Kakinada Smart City Corporation Limited
D.No- 2-33-10, Peketivari street,
Perraju peta, Kakinada- 533001, AP, India

Subject: RFP No.- _____ dated 01/06/2017

Sir,

I/We, the undersigned Bidders, having read and examined in detail the specifications and other conditions in tender document in respect of RFP No. _____ Name of the work- _____
_____, submit the following information/undertaking/declaration for consideration of the KMC.

1. **Price and Validity**
   1.1 All the prices mentioned in our financial bid are in accordance with the terms as specified in tender document. All the prices and other terms and conditions of this proposal are valid for a period of ____ days from the last date of submission of bids.

   1.2 We do hereby confirm that our bid prices include all taxes and cess including Income Tax.

2. **Bid Security**
   2.1 Amount of Earnest Money deposited (EMD): ₹ _____ (Rupees _____only) in the form of a Bank Guarantee from a Nationalized Bank/ Scheduled/ commercial bank in favour of **Kakinada Smart City Corporation Limited** payable at Kakinada is being enclosed with its No. & Date superscripted on the envelope being deposited physically and scanned copy to be uploaded.

3. **Bid Pricing**
   3.1 We further declare that the RATES stated in our proposal are in accordance with your terms & conditions in the tender document.

4. **Qualifying Data**

4.1 We confirm having submitted our qualifying data as required by you in your tender document. In case, you require any further information/ documentary proof in this regard before evaluation of our bid, we agree to furnish the same in time to your satisfaction.

5. **DECLARATION**

I/We have also carefully read the terms and conditions of the bid document and undertake that I/we shall abide.

5.1 I/ We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders ITB 6.

5.2 I/ We offer to execute in conformity with the Bidding Documents the above said work and accept to the terms and conditions mentioned in the bid document

5.3 I/ We possess the necessary professional, technical, financial and managerial resources and competence required by the bid document issued by the KSCCL.

5.4 We are not participating, as a Bidder in more than one bid in this bidding process in accordance with ITB 3.

5.5 I/ We have fulfilled obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the tender document.

5.6 I/We are not insolvent, in receivership, bankrupt or being wound up, not have my/ our affairs administered by a court or a judicial officer, not have my/ our business activities suspended and not the subject of legal proceedings for any of the forgoing reasons.

5.7 I/We hereby declare that our proposal is made in good faith, without collusion or fraud and the information contained in the proposal are true to the best of our knowledge and belief and nothing has been concealed there from.

5.8 I / We ..... hereby confirm that our firm has not been banned or blacklisted by any government organization/Financial institution/Court /Public sector Unit /Central Government as per ITB clause 3

5.9 We agree to permit KSCCL or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by KSCCL.

5.10 Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.

5.11 If our Bid is accepted I/ We commit to obtain Performance Security in accordance with the bidding document.

5.12 We understand that you are not bound to accept the lowest or any bid you may receive.

Thanking you,

Yours faithfully,

(Signature)
Seal :

Name:……..
Designation: …….
Business Address: ……
…….
…….

2. Bill of Quantities

The Bidder has to provide the financial bid in the formats as given here. The financial bid shall be for "**Reclamation of Parlopeta MSW Dumpsite through Bio-Mining Process in Kakinada on "Design-Build-Operate (DBO)"**

A. Preamble

1 The Bill of Quantities shall be read in conjunction with the Instructions to Bidders, General and Particular Conditions of Contract, Technical Specifications, and Drawings.

2 The quantities given in the Bill of Quantities are estimated and provisional, and are given to provide a common basis for bidding. The basis of payment will be the actual quantities of work ordered and carried out, as measured by the Contractor and verified by the Engineer and valued at the rates and prices bid in the priced Bill of Quantities, where applicable, and otherwise at such rates and prices as the Engineer may fix within the terms of the Contract.

3 The rates and prices bid in the priced Bill of Quantities shall, except insofar as it is otherwise provided under the Contract, include all Constructional Plant, labour, supervision, materials, erection, maintenance, insurance, profit, taxes, and duties, together with all general risks, liabilities, and obligations set out or implied in the Contract.

4 A rate or price shall be entered against each item in the priced Bill of Quantities, whether quantities are stated or not. The cost of Items against which the Contractor has failed to enter a rate or price shall be deemed to be covered by other rates and prices entered in the Bill of Quantities.

5 The whole cost of complying with the provisions of the Contract shall be included in the Items provided in the priced Bill of Quantities, and where no Items are provided, the cost shall be deemed to be distributed among the rates and prices entered for the related Items of Work.

6 General directions and descriptions of work and materials are not necessarily repeated nor summarized in the Bill of Quantities. References to the relevant sections of the Contract documentation shall be made before entering prices against each item in the priced Bill of Quantities.

7 Provisional Sums included and so designated in the Bill of Quantities shall be expended in whole or in part at the direction and discretion of the Engineer in accordance with Sub-Clause 13.5 and Clause 13.6 of the General Conditions.

8 A detailed BoQ (Financial Bid Part - 1) is enclosed with this document in annexure 1, which need to be filled by the bidder and the summary sheet should reflect the cost arrived from the Annexure 1 costing.

Bidders Qualification

Form ELI -1.1

Bidder Information Form

Date: _____
RFP No. and title: _____
Page _____ of _____ pages

Bidder's name
In case of Joint Venture (JV), name of each member:
Bidder's actual or intended country of registration: *[indicate country of Constitution]*
Bidder's actual or intended year of incorporation:
Bidder's legal address [in country of registration]:
Bidder's authorized representative information Name: _____ Address: _____ Telephone/Fax numbers: _____ E-mail address: _____
1. Attached are copies of original documents of • Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITB 3 • In case of JV,JV agreement, in accordance with ITB 3 2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

Form ELI -1.2

Bidder's JV Information Form

(to be completed for each member of Bidder's JV)

Date: _____

RFB No. and title: _____

Page _____ of _____ pages

Bidder's JV name:
JV member's name:
JV member's country of registration:
JV member's year of constitution:
JV member's legal address in country of constitution:
JV member's authorized representative information Name: _____ Address: _____ Telephone/Fax numbers: _____ E-mail address: _____
1. Attached are copies of original documents of • Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITB 3. 2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

Form CON – 2

Historical Contract Non-Performance, Pending Litigation and Litigation History

Bidder's Name: _____
Date: _____
JV Member's Name_____
RFB No. and title: _____
Page _____of _____pages

Non-Performed Contracts in accordance with Section III, Evaluation and Qualification Criteria			
Year	**Non-performed portion of contract**	**Contract Identification**	**Total Contract Amount (current value in Rs.)**
[insert year]	*[insert amount and percentage]*	Contract Identification: *[indicate complete contract name/ number, and any other identification]* Name of Employer: *[insert full name]* Address of Employer: *[insert street/city/country]* Reason(s) for non-performance: *[indicate main reason(s)]*	*[insert amount]*

Pending Litigation, in accordance with Section III, Evaluation and Qualification Criteria			
Year of dispute	**Amount in dispute (in Rs.)**	**Contract Identification**	**Total Contract Amount (in Rs)**
		Contract Identification: _____ Name of Employer: _____ Address of Employer: _____ Matter in dispute: _____ Party who initiated the dispute: ____ Status of dispute: _____	
		Contract Identification: Name of Employer: Address of Employer: Matter in dispute: Party who initiated the dispute: Status of dispute:	

Form FIN – 3.1:

Financial Situation and Performance

Bidder's Name:_____
Date:_____
JV Member's Name_____
RFB No. and title:_____
Page_____of_____pages

1. Financial data

Type of Financial information in (Rs.)	**Historic information for previous 5 years, (in Rs.)**				
	Year 1	Year 2	Year 3	Year4	Year 5
Statement of Financial Position (Information from Balance Sheet)					
Total Assets (TA)					
Total Liabilities (TL)					
Total Equity/Net Worth (NW)					
Current Assets (CA)					
Current Liabilities (CL)					
Working Capital (WC)					
Information from Income Statement					
Total Revenue (TR)					
Profits Before Taxes (PBT)					
Cash Flow Information					
Cash Flow from Operating Activities					

2. Sources of Finance

Specify sources of finance to meet the cash flow requirements on works currently in progress and for future contract commitments.

No.	Source of finance	In Rs.
1		
2		
3		

Form FIN – 3.2:

Annual Turnover

Bidder's Name: _____
Date: _____
JV Member's Name_____
RFB No. and title: _____
Page _____of _____pages

SN	Last Three Financial Years	Annual Turnover (Rs. Cr.)	Multiplying Factor	Amount Equivalent to current year
1	FY- 1		1.30	
2	FY- 2		1.20	
3	FY- 3		1.10	

Form EXP - 4.1

Experience

Bidder's Name:_____
Date:_____
JV Member's Name_____
RFB No. and title:_____
Page_____of_____pages

Starting Year	Ending Year	Contract Identification	Role of Bidder	Status of Project[1]
		Contract name: _____ Brief Description of the Works performed by the Bidder: _____ _____ _____ Amount of contract: _____ Name of Employer: _____ Address: _____		
		Contract name: _____ Brief Description of the Works performed by the Bidder: _____ _____ _____ Amount of contract: _____ Name of Employer: _____ Address: _____		
		(add more rows if required)		

[1] Mention whether the project is Complete or under progress. If the project is complete than if it is under O&M then mention so with years in O&M.

If it is under progress mention % of work complete.

All above statements should be backed by corresponding experience certificate from respective Employers.

Experience will be counted for the completed works and duly enclosing completion certificates from the clients.

Form EXP - 4.2

Specific Experience of Similar Projects

Bidder's Name: _____
Date: _____
Bidder's JV Member Name: _____
RFB No. and title: _____
Page _____ of _____ pages

SN	Contract Details	Elements Executed	Unit	Quantity executed[2]	Value in Rs.
1	Contract name: _____ Year of completion: _____ Amount of contract: _____ Name of Employer: _____ Address:_____ If the contract was in JV mention bidder responsibilities and achievement.				
2	Contract name: _____ Year of completion: _____ Amount of contract: _____ Name of Employer: _____ Address:_____ If the contract was in JV mention bidder responsibilities and achievement.				

[2] All quantities mentioned and the values indicated should be backed by respective certificates from the Employer.

Joint Venture Format

This Memorandum of Understanding (hereinafter referred to as "MOU") is made and entered into this ---------- ("Effective Date")

BETWEEN M/s. _____, a company incorporated, and having its registered office at **_____. (Hereinafter referred to as the "First Party"/"One Partner");**

M/s. _____) a company incorporated, and having Registered office at _____. (Hereinafter referred to as the **"Second Party"/ "Each Partner"**);

M/s. _____) a company incorporated, and having Registered office at _____. (Hereinafter referred to as the **"Third Party"/ "Each Partner"**);

Hereinafter jointly referred to as the **"Parties"** and individually as **"Each Party"** or **"a Party"** as the case may be.

WHEREAS,

A) The **Government of Andhra Pradesh, Kakinada Smart City Corporation Limited, Kakinada, Andhra Pradesh** (hereinafter referred to as the KSCCL or **"Employer**") invited bid for

_____
_____,

(B) The **Parties** hereto formed a Joint Venture or will form a joint venture (hereinafter referred to as the **"JV")** to jointly execute the above project in all respect

NOW THEREFORE IT IS HEREBY AGREED as follows

ARTICLE 1: JOINT VENTURE:

1.1. The Parties hereto agree to form the Joint Venture with **_____** designated as the **One Partner and First Partner and the Lead Partner**.

1.2. _____ shall be the Second Member – or Second Partner

1.3. _____ shall be the Third Member – or Third Partner (insert more lines if more partners)

ARTICLE 2: JOINT VENTURE NAME:

2. The JV shall do business in the name of **"_____ Joint Venture".**

ARTICLE 3: JOINT AND SEVERAL LIABILITIES:

3 The **Parties** hereto shall, for the above-referred **Projects**, be jointly and severally liable to the **Employer** for the execution of the Projects in accordance with the **Contract** till the actual completion of Contract including defect liability period and operation & maintenance as per bid conditions.

ARTICLE 4: PROPORTIONATE SHARE:

4.1 Each member of the Joint Venture agrees to place at the disposal of the Joint Venture, the benefit of all its experience, technical knowledge and skill, and shall in all respects bear its share of responsibility and burden of completing the contract. The parties herein shall be responsible for physical and financial distribution of work as under.

Lead Partner: Financial responsibility: **----------**
Physical responsibility: **----------**
Other Partners: Financial responsibility: **----------**
Physical responsibility: ----------

4.2 All rights, interests, liabilities, obligations, risks, costs, expenses and pecuniary obligations and all net profits or net losses arising out of the **Contract** shall be shared or borne by the **Parties** in the above **Proportions**.

4.3 The members in the proportion as mention in article 4.1, shall contribute sufficient Initial fixed capital for timely execution of the project including commissioning & operating period as per the contract.

ARTICLE 5: JOINT EFFORT AND MANAGEMENT:

5.1 The **Parties** shall participate as a **JV** in the submission of bids and further negotiations with the **Employer** and shall co-operate and contribute their respective expertise and resources to secure and execute the **Projects**.

5.2 On award of **Projects**, the **First Partner** in consultation with the other members of JV will decide on the final management structure for the successful execution of the **Projects** as per the terms of **Contract**.

5.3 All the **Parties** hereby agree to pool in their financial, administrative, managerial, technical and material resources for execution of the **Projects**, including commissioning & operation for the period as stipulated in the contract. The share of interest of the **JV** shall be as per the mutual understanding for the successful completion of the project.

ARTICLE 6: EXCLUSIVITY:

6.1 The co-operation between the **Parties** hereto shall be mutually exclusive i.e. none of them shall without the other **Party's** consent & prior approval of **KSCCL**, approach or cooperate with any other parties in respect of the Project.

6.2 In the course of working as associates, the parties to the JV will be sharing information with each other which may be proprietary /confidential information /knowledge acquired by each other. It is hereby agreed that the parties will maintain complete secrecy regarding such information / knowledge and will not divulge to any party for any other purpose except for the success of the joint execution of the contract. All parties will also indemnify each other against any claim that may arise out of using information, which are being claimed proprietary.

ARTICLE 7: Memorandum of Understanding:

7.1 This **Memorandum of Understanding** shall be terminated: -

a. if the **Parties** mutually confirm that the **JV's** bid proposal has not been finally accepted by **Employer** and all rights and obligations of the **Parties** under or in connection with this **Memorandum of Understanding** have ceased, or

b. after successful completion of the project including commissioning & operation and defect liability period from the date of this **Memorandum of Understanding** unless extended for a further period on demand of **KSCCL**& mutual consent of the Parties, or

7.2 The **Memorandum of Understanding** can be modified by mutual consent of the Parties to suit the efficient and expeditious execution of Projects including commissioning & operation of Plant or to make this agreement more meaningful to suit the requirements of Employer **after the consent of the Employer**.

ARTICLE 8: ARBITRATION:

8.1 Any dispute resulting from this Agreement shall be settled amicably by mutual Consultation by the Managing Directors/Chairman of _____&_____. In the event that an amicable settlement is not reached within 60 days in any particular case, the dispute shall be referred to arbitration and shall be resolved in accordance with and subject to the provisions of the _____ and any statutory modifications and enactment hereof for the time being in force. The decision of the arbitrators shall be final and binding upon both parties. The venue of arbitration will be **_____**.

ARTICLE 9: GOVERNING LAWS:

9.1 This Agreement shall in all respects be governed by and interpreted in accordance with the _____ Laws.

ARTICLE 10: CONFIDENTIALITY:

10.1 No Party hereto shall disclose to any other party any information of a confidential nature including but not limited to trade secrets, know-how acquired from any Party in connection with the subject matter of this Agreement.

ARTICLE 11: ADDRESS OF CONSORTIUM:

11.1 Any and all correspondence from the **Employer** to the **JV** shall be addressed to **(name of JV)** at the address stated herein below–(any one of the partners). The address of the

Consortium office of the partner companies will be deemed to be the address for the purpose of communication.

11.2 The notice, if any required to be served on the party by the other party, will be deemed to be served, if the said notice / communication is delivered by Registered Post at the respective address

(name of JV)

_____

ARTICLE 12: Authorized Representative:

12.1 The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the parties of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution.

12.2 Authorized Representative of JV :_____

ARTICLE 13: ASSIGN ABILITY:

13.1 The interests and rights of a Party in the Contract and as a Party of the Joint Venture shall not be transferable or assignable without the written consent of the Employer & other party.

ARTICLE14: INTERPRETATION OF HEADINGS:

14. The headings of each of the Articles herein contained are inserted merely for convenience of reference and shall be ignored in the interpretation and construction of any of the provisions herein contained.

ARTICLE 15: OTHERS

15.1 Any other matters not contained in this Agreement shall be discussed and amicably agreed upon by the Parties in the spirit of mutual trust and cooperation for timely completion of project including commissioning & operation of project. **Notwithstanding anything above all the Parties are severally and jointly responsible to the Employer for execution of the Contract**

ARTICLE 16: Forming Company on award of Contract

16.1 We undertake to form a Special Purpose Vehicle (SPV) to be registered under Indian Companies Act on award of contract before signing of agreement. We undertake that and we will be jointly and severally responsible to execute the works by a incorporated company and constituent company.

16.2 We as individual partners undertake to be responsible for completion of works and also for any recoveries if applicable. We will be responsible to complete the works by Individual or by the SPV/New Company.

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be executed by each of the duly authorized representatives as appearing below:-

Signed by
For and on behalf of

_____
_____ _____

In the presence of

_____

Name Name

Designation Designation

Signed by
For and on behalf of

_____
_____ _____

In the presence, of

_____

Name Name

Designation Designation

Bid Security (Bank Guarantee)

(To be on Rs. 100/-non-judicial stamp paper)

.....Bank's Name, and Address of Issuing Branch or Office.....
Beneficiary: ..... Name and Address of Employer.....
Date: .....

Bid Security No.: .....

In consideration of the _____[Insert name of the Bidder]_____ (hereinafter referred to as 'Bidder') submitting the response to RFP inter alia for selection of the Project **_____Name of the Project_____** in response to the RFP No. _____dated ____ issued by Kakinada Smart City Corporation Limited (hereinafter referred to as KSCCL) and KSCCL considering such response to the RFP of _____[***insert the name of the Bidder***]_____as per the terms of the RFP, the _____[***insert name & address of bank*** _____ hereby agrees unequivocally, irrevocably and unconditionally to pay to KSCCL at [Kakinada Smart City Corporation Limited, O/o Kakinada municipal corporation, cinema road, Kakinada -533001] forthwith on demand in writing from KSCCL *or* any Officer authorized by it in this behalf, any amount up to and not exceeding Rupees _____(words) only, on behalf of **M/s._____[*Insert name of the Bidder*].**

This guarantee shall be valid and binding on this Bank up to and including_____[*insert date of validity in accordance with ITB Clause 17 of this RFP]*_____ and shall not be terminable by notice or any change in the constitution of the Bank or the term of contract or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective agreement.

Our liability under this Guarantee is restricted to Rs._____ (Rs._____ only). Our Guarantee shall remain in force until_____ *[insert date of validity in accordance with ITB Clause 16 of this RFP]* _____. KSCCL shall be entitled to invoke this Guarantee till _____ [*Insert date which is 30 day s after the date in the preceding sentence*]_____-

The Guarantor Bank hereby agrees and acknowledges that the KSCCL shall have a right to invoke this BANK GUARANTEE in part or in full, as it may deem fit.

The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand by KSCCL, made in any format, raised at the above-mentioned address of the Guarantor Bank, in order to make the said payment to KSCCL.

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by _____[*Insert name of the Bidder*]_____ and/or any other person. The Guarantor Bank shall not require KSCCL to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against KSCCL in respect of any payment made hereunder.

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at Kakinada shall have exclusive jurisdiction.

The Guarantor Bank represents that this BANK GUARANTEE has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.

This BANK GUARANTEE shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Guarantor Bank.

This BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly KSCCL shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against the Bidder, to make any claim against or any demand on the Bidder or to give any notice to the Bidder or to enforce any security held by KSCCL or to exercise, levy or enforce any distress, diligence or other process against the Bidder.

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rs. _____ (Rs. _____ only) and it shall remain in force until _____ [*Date to be inserted on the basis of ITB Clause 16 of this RFP*] _____ with an additional claim period of thirty (30) days thereafter. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if KSCCL serves upon us a written claim or demand.

Signature _____
Name_____
Power of Attorney No._____

For
_____[Insert Name of the Bank]_____
Banker's Stamp with Full Address.
Dated this ____ day of ____, 20__

PART 2 – Scope of Work

Section V - Scope of Work

Contents

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A. Work Requirements

1. SCOPE OF WORK – GENERAL

1.1 SORTING & SEGREGATION

a. The concessionaire after agreement should prepare and submit a comprehensive Bio-mining & Reclamation Plan. This would also include a plan for reducing the inert as per SWM Rules, 2016.

b. The concessionaire shall take necessary steps and processes that would bring in control of odour and leachate in the region.

c. The concessionaire shall set up sorting system flexible enough and convenient for segregation of dumped material.

d. The concessionaire should maximize the separation of recyclables viz. glass, metal etc. as well other components for generation of RDF from the dump site.

e. The responsibility of the concessionaire includes providing adequate number of sorting machines for achieving its daily target of approximately handling around approximately 1000 Mrtric Tonnes of waste per day based on the estimated quantum of waste at dumpsite.

f. The concessionaire will be required to provide at site storage facility for various wastes processed.

g. The bidder shall handover any domestic hazardous waste, biomedical, C & D waste if found during excavation, sorting / segregation. He shall handover the waste to nearest biomedical, C & D facility, waste management facility. The Sanitary Inspector should make necessary arrangements to transport the same to the concerned.

1.2 RECOVERY OF CITY COMPOST

a. The concessionaire should target to generate compost from the biodegradable component of the solid waste at the dump site.

b. The concessionaire should ensure total stabilization of the waste dump so that it releases no offensive odours and generates no leachates, so as to have the composted material fit for application to farm land, soil erosion control and soil remediation.

c. The concessionaire should take precaution of minimizing flies, rodents and bird menace and fire hazards.

d. The concessionaire should as in above section deal with pre-process output such as RDF, while recyclables be sold to appropriate vendors. The pre-process and post composting process rejects shall be handled as per SWM Rules, 2016. The bidder should explore the possibility of minimizing the quantum of inert with alternatives. The accumulated inert /rejects should not sent for any other applications/uses.

e. The end product compost shall meet the standards prescribed under Fertilizer Control (FCO) Order notified from time to time. In-order to ensure safe application of compost, the specifications for compost quality as per FCO has been delineated in the SWM Rules, 2016, as the concentration limits exceeding the same, are not to be used for food crops.

f. The Ministry of Urban Development, GoAP, has formed a committee for monitoring of city compost, and exploring and fostering the sale of such compost through

fertilizer companies, or agriculture and horticulture departments of the state. The committee shall be meeting on a periodical regular basis to decide upon the forward linkages of city compost.

1.2.1 **Site Development & Facilities**

a. The KSCCL shall assist successful bidder in getting the access to the dumpsite with a license to the concessionaire to implement the project "Reclamation of Parlopeta Dumpsite through Bio-mining process".

b. The concessionaire should carry out necessary geotechnical surveys for considering the hydrological and flooding potential at sites, in order to mitigate any effect on the activities during bio-mining in terms of leachate transport.

c. The site shall be fenced or hedged and provided with proper gate to monitor incoming vehicles or other modes of transportation.

d. Concessionaire should provide weighbridge to measure quantity of various components of waste at dumpsite is processed in terms of sorting and segregated materials, RDF, compost material, and inerts going out of the site.

e. The concessionaire shall also provide fire protection measures and safety equipment.

f. The concessionaire shall provide utilities such as drinking water facilities and sanitary facilities (preferably washing/bathing facilities for workers) and lighting arrangements for easy operations during night hours shall be provided and safety provisions including health inspections of workers at site shall be carried out.

g. In order to prevent environmental impacts of the activities the concessionaire as per the SWM Rules 2016 adopt guidelines for development of land fill as per Schedule-I of the Rules.

h. Concessionaire shall set a soil and ground water baseline so that the same will be available to evaluate post Bio- mining and bioremediation/ reclamation of the site.

i. Concessionaire shall monitor ground water quality, work zone air quality and ambient air quality monitoring within the site from authorized laboratories/agencies and submit the report on monthly basis.

j. The concessionaire shall monitor and measure noise levels at the site and interface of the facility with plant boundary and surrounding area.

1.2.2 **Operation & maintenance of infrastructure and equipment for 2 years**

The concessionaire shall be responsible for construction, operation of site, maintenance of transportation trucks, mechanical lifting arrangements to transfer the byproducts into trucks, parking facilities, weighbridge, CCTV, hook loaders, on Design Build Operate (DBO) basis. The concessionaire should maintain the facility and machinery in order to operate for the concession period

1.2.3 **Awareness & Extension activities**

a. The concessionaire shall undertake a mass awareness/ sensitization programme, in surrounding residential/ villages area, so as to ensuring the local people are aware and taken into confidence of the bio-reclamation activities.

b. The concessionaire shall create a sustained system of information, education and communication for Bio-Mining& reclamation through collaborations with expert institutions and civil societies and also disseminate through their own website.

c. The concessionaire shall device appropriate measures in consultation with expert institutions for Bio-Mining& reclamation and for sale of recycle products in the best possible manner.

d. The concessionaire can keep a track of the progress of its activities and establish a database and update on a regular basis in-order to optimize its activities

e. The concessionaire can coordinate with the KSCCL for successful engagement of this concession.

f. The concessionaire will involve community participation and discuss with the citizen community in order to ensure a free flow of information.

1.3 **COMPLETION & EXIT**

At the end of the concession period, the concessionaire will leave the site along with all his equipment's and facilities used and handover the clean area and capped area of inerts without claiming any compensation of whatever nature.

B. Specification

In preparing the Technical Offer, Bidders are advised to review the RFP in full including the Project Information Memorandum and Draft Concession Agreement.

Bidders are requested to undertake required reconnaissance studies and field level studies required by the Bidder to ensure that their Technical Proposal addresses the issues and meets the requirements of the project as outlined in the RFP. Bidders are open to carryout independent studies to confirm the validity of the information provided in the RFP.

The Bidder shall submit a Technical Proposal setting out the approach to the Project. The Technical Proposal shall comply with the Construction Requirements and O&M Requirements as set out in Schedules of the Draft Concession Agreement. The design and approach for implementing the Project shall also be in compliance with the Applicable Law, including the MSW Rules.

The Technical Proposal shall set out the following components:

a) Methodology Statement
b) Concept design for development of Project Facilities
c) PERT/CPM Chart
d) Resource Utilization Statement
e) Area Allocation Statement
f) Operations & Maintenance Scheme
g) Project Schedule
h) Environment, Health & Safety Policy and Practice

a) Methodology Statement

The Bidder shall provide a methodology statement, which broadly sets out the approach to the Project. The methodology statement shall include the Bidder's appreciation of the Project, the sequencing of activities to be performed, the facilities to be provided, design standards and basis for calculations of capital and operating costs. The methodology statement should clearly demonstrate the compliance of the approach to be adopted by the Bidder for the implementation of the Project to the minimum specifications set out in the Draft Concession Agreement.

b) Process Flow Chart and Material Balance Statement

The Bidder shall provide a process flow chart and a material balance statement setting out the activities and the outputs at each stage. The Bidder should indicate supporting calculations and assumptions, if any.

c) Resource Utilization Statement

A statement indicating the procurement, deployment and utilization of the resources shall be provided. The statement shall include proposed organizational structure, employee deployment, equipment procurement and utilization, contracting activities, utilization of office and other facilities.

d) Area Allocation Statement

The Bidder shall set out the area utilization plan for the Project Site and Project Facilities including the sorting, segregation, composting, any other facilities and common areas etc.

e) Operations and Maintenance Scheme

The Bidder shall separately set out the operations and maintenance scheme for Project Site and Project Facilities. The maintenance (regular & emergency) schedules should also be indicated over the Concession Period.

f) Time Schedule

The Bidder shall indicate an activity schedule over the concession period including the construction activities and O&M activities.

g) Environment, Health & Safety Policy and Practice

The Bidder shall indicate the environment, health and safety policy and practices, which are proposed to be adopted during the Concession Period. The aspects relating to employee and worker safety, control mechanisms of litter, pest, odor, fire, surface runoffs etc. needs to be elaborated.

The broad format for Technical Proposal is outlined below:

Annexure – I (A)

Technical plan – Reclamation of Parlopeta MSW Dumpsite through Bio-Mining Process in Kakinada on "Design –Build – Operate (DBO)".

<u>The Technical Plan shall comprise:</u>

1. Proposed Strategy

a. Process management diagrams for Bio-mining, reclamation, bioremediation of soil and terrain after activity.

b. Detailed Methodology and/or Mechanism giving the entire O&M procedures and also the implementation plan for Bio-mining, reclamation, bioremediation of soil and terrain after activity.

c. Calculations and methodology for operations in two (one /or two shifts) with respect to for Bio-mining, reclamation, bioremediation of soil and terrain after activity.

d. Proposed plan for communicating with the staff of service provider.

Service provider shall be required to submit a chart setting out the process flow for the activities envisaged.

2. Timelines and frequency for carrying out and completion of various activities

Activity	Frequency	Start Time	Completion Time
Private player shall list out every activity to be carried out			

3. Infrastructure (tools, equipment and vehicles) to be provided for execution of the Project

Sl. No.	Equipment's/Implement	Quantity	Replacement Frequency
1.			
2.			

Sl. No.	Vehicle Type	Number			Capacity in terms of Volume
		Owned	Leased	Total	
1.					
2.					
3.					
4.					
5.					

4. Equipment Mobilization and Deployment Plan

a. Schedule for procuring, installing, deploying equipment including machines, for segregation, transportation of biproducts waste etc,

b. The above Schedule shall also be submitted in a Bar Chart and PERT – CPM network format.

5. Information, Education, and Communication (IEC) Awareness campaigns to be initiated

a. Number of campaigns envisaged; and

b. Mode of implementing campaigns

6. Mechanism for Grievance Redressal and/or Customer Service

7. Manpower Deployment for the project

a. Calculation of manpower requirements.

b. Details of proposed manpower and organization chart.

Sl.No.	Staffing Aspect	Details
1.	Total number of people deployed*	
2.	Type of Staff	
a)	Operational Staff	
b)	Supervisory Staff	
3)	Any other	

*Describing role and activities performed

8. **Mechanism for addressing any emergency situation**
9. **Suggestions on improvements and additions to project components**

   Bidders are requested to outline suggestions on improvements and additions to project components outlined in the RFP

10. **Innovative measures proposed**

    Bidders are requested to outline any additional improvements to project components outlined in the RFP in order to rationalize costs without affecting service levels.

Annexure – I (B)

Technical Plan - Reclamation of Parlopeta MSW Dumpsite through Bio-Mining Process in Kakinada on "Design –Build – Operate (DBO)".

Bio-mining and dumpsite reclamation:

Bidders are requested to prepare a detailed step wise work plan for and should include the following.

1. **Detailed Design & Specifications of Project Facilities:**
   a. Design of proposed sorting/segregating capacity, RDF and compost recovery capacity with detail calculations; and
   b. Table giving List of machinery and equipment along with detailed calculation, specification, catalogues, make and model, proposed quantity to be provided at site.
2. **Bio-mining & reclamation:**
   a. The Bidder shall provide a detailed schedule consistent with the prescribed concession period as specified in the Bid documents. The Bidder shall indicate the milestones and would describe when the various milestones of the Project will be achieved. This Construction Schedule shall form part of the Concession Agreement; and
   b. The Bidder shall also indicate the pre-conditions for achieving the milestones indicated in the Bio-Miningand reclamation schedule and significant conditions or events, which may delay achieving a milestone. The schedule shall also indicate identification and acquisition of major Clearances. The above schedule shall also be submitted in a Bar Chart and PERT – CPM network format; and
   c. Table giving List of all other civil works and facilities to be provided; and
   d. Detailed design, specifications and drawings of various civil and mechanical installations proposed in the Project Facilities; and
   e. Detailed design, specifications and drawings of various utilities proposed viz. Control room, Workshop facility etc.
3. **Manpower and Equipment Mobilization & Deployment Plan vis-à-vis the above construction schedule. This should include:**
   a. Calculation of manpower requirement, and
   b. Details of proposed manpower and organization chart for Authorized person of company, and
   c. Details of equipment mobilization and deployment plan.

The above plans should adhere to the overall timeframes for completion of construction and timeframe for Project Commissioning outlined in the Bid documents.

A. Operation & Maintenance

As part of the O&M Plan, Bidders should detail the specific activities that they intend to carry with respect to Operations and Maintenance to ensure that the service level obligations are met as set out in the draft concession agreement are maintained. Specifically, the O&M Plan should cover

a. Asset Management Plan;

b. Maintenance Plan/Schedule – regular and preventive of plant, equipment and vehicle;

c. Organizational Plan during maintenance;

d. Cost management covering power and consumables;

e. Stakeholder management, communication and grievance redressal;

f. Overall Project Quality Assurance; and

g. The Bidder must describe in detail how it proposes to meet the safety requirements and environmental standards.

C. Drawings & Photographs

A Few Photographs of the existing Dump Yard and location plan are given in Volume II/II

PART 3 – Conditions of Contract and Contract Form

Section VI - General Conditions of Contract (GCC)

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General Conditions

1. GENERAL PROVISIONS	
1.1 DEFINITIONS	In the Conditions of Contract ("these Conditions"), which include Special Conditions of Contract, Parts A and B, and these General Conditions, the following words and expressions shall have the meanings stated. Words indicating persons or parties include corporations and other legal entities, except where the context requires otherwise.
1.1.1 THE CONTRACT	1.1.1.1 "**Bill of Quantities**" mean the documents so named (if any) which are comprised in the Schedules. 1.1.1.2 "**Contract**" means the Contract Agreement, the Letter of Award, the "Work Order", "Letter of Bid" these Conditions, the Specification, the Drawings, the Schedules, and the further documents (if any) which are listed in the Contract Agreement or in the Letter of Award between the Employer and the Contractor. 1.1.1.3 "**Contract Agreement**" means the contract agreement referred to in Sub-Clause 1.6 [Contract Agreement]. 1.1.1.4 "**Contract Data**" means the pages completed by the employer entitled contract data which constitutes Part-A of the Special Conditions of the Contract. 1.1.1.5 "**Drawings**" means the drawings of the Works, as included in the Contract, and any additional and modified drawings issued by (or on behalf of) the Employer in accordance with the Contract. 1.1.1.6 "**Key Dates**" means the sheet titled "Key dates" released along with the RFP giving important dates pertaining to Contract like Bid opening and closing date, Pre Bid meeting date, submission date etc. 1.1.1.7 **"Letter of Award"** means the letter of formal acceptance, signed by the Employer, indicating formal acceptance of the Most

	Advantageous Bid and intention of entering into contract with the successful bidder. 1.1.1.8 "**Letter of Bid**" means the document entitled letter of bid, which was completed by the Contractor and includes the signed offer to the Employer for the Works. 1.1.1.9 "**Letter of Acceptance**" means the letter of formal acceptance, signed by the bidder after the receipt of Letter of Award confirming their acceptance. 1.1.1.10 "**Tender**" means the Letter of Bid and all other documents which the Contractor submitted with the Letter of Bid, as included in the Contract. 1.1.1.11 "**Schedules**" means the document(s) entitled schedules, completed by the Contractor and submitted with the Letter of Bid, as included in the Contract. Such document may include the Bill of Quantities, data, lists, and schedules of rates and/or prices. 1.1.1.12 "**Specification**" means the document entitled specification, as included in the Contract, and any additions and modifications to the specification in accordance with the Contract. Such document specifies the Works. 1.1.1.13 "**Work Order"** means the letter of formal award of work, signed by the Employer given after the signing of the Contract Agreement by both Parties.
1.1.2 PARTIES AND PERSONS	1.1.2.1 The "**Adjudicator**" is the person appointed jointly by the Employer and the Implementing Agency to resolve disputes in the first instance, as provided for in GCC 20.2 [Appointment of Adjudicator] hereunder. 1.1.2.2 "**Contractor**" means the person(s) named as contractor in the Letter of Bid accepted by the Employer and the legal successors in title to this person(s). 1.1.2.3 "**Contractor's Personnel**" means the Contractor's Representative and all personnel whom the Contractor utilises on

	Site, who may include the staff, labour and other employees of the Contractor and of each Subcontractor; and any other personnel assisting the Contractor in the execution of the Works. Contractor's Personnel includes Key Personnel as named in "Contract Data." 1.1.2.4 "**Contractor's Representative**" means the person named by the Contractor in the Contract or appointed from time to time by the Contractor under Sub-Clause 4.3 [Contractor's Representative], who acts on behalf of the Contractor. 1.1.2.5 "**Employer**" means the person named as employer in the Contract Data and the legal successors in title to this person. 1.1.2.6 "**Employer's Personnel**" means the Engineer, the assistants referred to in Sub-Clause 3.2 [Delegation by the Engineer] and all other staff, labour and other employees of the Engineer and of the Employer; and any other personnel notified to the Contractor, by the Employer or the Engineer, as Employer's Personnel. 1.1.2.7 "**Engineer**" means the person appointed by the Employer to act as the Engineer for the purposes of the Contract and named in the Contract Data, or other person appointed from time to time by the Employer. 1.1.2.8 "**GoAP**" means Government of Andhra Pradesh. 1.1.2.9 "**Subcontractor**" means any person named in the Contract as a subcontractor, or any person appointed as a subcontractor, for a part of the Works; and the legal successors in title to each of these persons. 1.1.2.10 "**Party**" means the Employer or the Contractor, as the context requires. 1.1.2.11 "**PMC**" means Project Management Consultant as appointed by the Employer to oversee policy, design, implementation of the works as the case may be.

1.1.3 DATES, TESTS, PERIODS AND COMPLETION	1.1.3.1 "**Base Date**" means the date 14 days prior to the latest date for submission of the Tender. 1.1.3.2 "**Commencement Date**" means the date notified under Sub-Clause 8.1 [Commencement of Works]. 1.1.3.3 "**Completion**" means the new facility/ work as defined in the Scope of work completed in accordance with the Specifications/ Scope of Work as given in Section V and the Contractor is entitled to have Completion Certificate issued from the Employer 1.1.3.4 "**Completion Certificate**" means certificate issued by the Employer on successful completion of "Tests on Completion" 1.1.3.5 "**Day**" means a calendar day and "**year**" means 365 days. 1.1.3.6 "**Defects Liability Period**" means the period for notifying defects in the Works or a Section (as the case may be) under Sub-Clause 11.1 [Completion of Outstanding Work and Remedying Defects], which extends to 1 years except if otherwise stated in the Contract Data (with any extension under Sub-Clause 11.3 [Extension of Defects Liability Period]), calculated from the date on which the Works or Section is completed as certified under Sub-Clause 10.1 [Taking Over of the Works and Sections]. 1.1.3.7 **"Performance certificate"** means the certificate issued under sub-clause 11.7 [performance certificate]. 1.1.3.8 "**Taking-Over Certificate**" means a certificate issued under Clause 10 [Employer's Taking Over]. 1.1.3.9 "**Tests after Completion**" means the tests (if any) which are specified in the Contract and which are carried out in accordance with the Specification after the Works or a Section (as the case may be) are taken over by the Employer. 1.1.3.10 "**Time for Completion**" means the time for completing the Works or a Section (as the

	case may be) under Sub-Clause 8.2 [Time for Completion], as stated in the Contract Data (with any extension under Sub-Clause 8.4 [Extension of Time for Completion]), calculated from the Commencement Date. 1.1.3.11 "**Tests on Completion**" means the tests which are specified in the Contract or agreed by both Parties or instructed as a Variation, and which are carried out under Clause 9 [Tests on Completion] before the Works or a Section (as the case may be) are taken over by the Employer.
1.1.4 MONEY AND PAYMENTS	1.1.4.1 "**Accepted Contract Amount**" means the amount accepted in the Letter of Acceptance for the execution and completion of the Works and the remedying of any defects. 1.1.4.2 "**Contract Price**" means the price defined in Sub-Clause 14.1 [The Contract Price], and includes adjustments in accordance with the Contract. 1.1.4.3 "**Cost**" means all expenditure reasonably incurred (or to be incurred) by the Contractor, whether on or off the Site, including overhead and similar charges, but does not include profit. 1.1.4.4 "**Final Payment Certificate**" means the payment certificate issued under Sub-Clause 14.11 [Issue of Final Payment Certificate]. 1.1.4.5 "**Final Statement**" means the statement defined in Sub-Clause 14.9 [Application for Final Payment Certificate]. 1.1.4.6 **"Interim Payment Certificate**" means a payment certificate issued under Clause 14 [Contract Price and Payment], other than the Final Payment Certificate. 1.1.4.7 "**Local Currency**" means the currency of the Country. 1.1.4.8 "**Payment Certificate**" means a payment certificate issued under Clause 14 [Contract Price and Payment]. 1.1.4.10 "**Provisional Sum**" means a sum (if any) which is specified in the Contract as a

	provisional sum, for the execution of any part of the Works or for the supply of Plant, Materials or services. 1.1.4.11 "**Retention Money**" means the accumulated retention moneys which the Employer retains under Sub-Clause 14.3 [Application for Interim Payment Certificates] and pays under Sub-Clause 14.7 [Payment of Retention Money]. 1.1.4.12 "**Statement"** means a statement submitted by the Contractor as part of an application, under Clause 14 [Contract Price and Payment], for a payment certificate.
1.1.5 WORKS AND GOODS	1.1.5.1 **"Approval/ Approved"** shall mean and include documents checked, vetted and approved by the Employer 1.1.5.2 **"BIS/ Bureau of Indian Standards"** means the statutory regulatory authority responsible for fixing standards and whenever it is referred in the contract it shall imply reference to the latest version of the standard. 1.1.5.3 "**Contractor's Equipment**" means all apparatus, machinery, vehicles and other things required for the execution and completion of the Works and the remedying of any defects. However, Contractor's Equipment excludes Temporary Works, Employer's Equipment (if any), Plant, Materials and any other things intended to form or forming part of the Permanent Works. 1.1.5.4 "**Goods**" means Contractor's Equipment, Materials, Plant and Temporary Works, or any of them as appropriate. 1.1.5.5 "**Materials**" means things of all kinds (other than Plant) intended to form or forming part of the Permanent Works, including the supply-only materials (if any) to be supplied by the Contractor under the Contract. 1.1.5.6 "**Permanent Works**" means the permanent works to be executed by the Contractor under the Contract.

	1.1.5.7 "**Plant**" means the apparatus, machinery and other equipment intended to form or forming part of the Permanent Works, including vehicles purchased for the Employer and relating to the construction or operation of the Works. 1.1.5.8 **"Section"** means a part of the Works specified in the Contract Data as a Section (if any). 1.1.5.9 **"Temporary Works"** means all temporary works of every kind (other than Contractor's Equipment) required on Site for the execution and completion of the Permanent Works and the remedying of any defects. 1.1.5.10 **"Works"** mean the Permanent Works and the Temporary Works, or either of them as appropriate.
1.1.6 OTHER DEFINITIONS	1.1.6.1 "**Contractor's Documents**" means the calculations, computer programs and other software, drawings, manuals, models and other documents of a technical nature (if any) supplied by the Contractor under the Contract. 1.1.6.2 "**Employer's Equipment"** means the apparatus, machinery and vehicles (if any) made available by the Employer for the use of the Contractor in the execution of the Works, as stated in the Specification; but does not include Plant which has not been taken over by the Employer. 1.1.6.3 "**Force Majeure**" is defined in Clause 19 [Force Majeure]. 1.1.6.4 "**Laws**" means all national (or state) legislation, statutes, ordinances and other laws, and regulations and by-laws of any legally constituted public authority. 1.1.6.5 **"Notice of Dissatisfaction"** means the notice given by either Party to the other under Sub-Clause 20.3 [Obtaining Adjudicator's Decision] indicating its dissatisfaction and intention to commence arbitration

	1.1.6.6 "**Performance Security**" means the security (or securities, if any) under Sub-Clause 4.2 [Performance Security]. 1.1.6.7 "**Site**" means the places where the Permanent Works are to be executed, including storage and working areas, and to which Plant and Materials are to be delivered, and any other places as may be specified in the Contract as forming part of the Site. 1.1.6.8 **"Unforeseeable"** means not reasonably foreseeable by an experienced contractor by the Base Date. 1.1.6.9 *"***Variation"** means any change to the Works, which is instructed or approved as a variation under Clause 13 [Variations and Adjustments].
1.2 INTERPRETATION	In the Contract, except where the context requires otherwise: (a) words indicating one gender include all genders; (b) words indicating the singular also include the plural and words indicating the plural also include the singular; (c) provisions including the word "agree", "agreed" or "agreement" require the agreement to be recorded in writing; (d) "written" or "in writing" means hand-written, type-written, printed or electronically made, and resulting in a permanent record; and (e) the word "tender" is synonymous with "bid" and "tenderer" with "bidder" and the words "tender documents" with "bidding documents." The marginal words and other headings shall not be taken into consideration in the interpretation of these Conditions.
1.3 COMMUNICATIONS	Wherever these Conditions provide for the giving or issuing of approvals, certificates, consents, determinations, notices, requests and discharges, these communications shall be:

	(a) in writing and delivered by hand (against receipt), sent by mail or courier, or transmitted using any of the agreed systems of electronic transmission as stated in the Contract Data; and (b) Delivered, sent or transmitted to the address for the recipient's communications as stated in the Contract Data. However: (i) if the recipient gives notice of another address, communications shall thereafter be delivered accordingly; and (ii) if the recipient has not stated otherwise when requesting an approval or consent, it may be sent to the address from which the request was issued. Approvals, certificates, consents and determinations shall not be unreasonably withheld or delayed. When a certificate is issued to a Party, the certifier shall send a copy to the other Party. When a notice is issued to a Party, by the other Party or the Engineer, a copy shall be sent to the Engineer or the other Party, as the case may be.
1.4 LAW AND LANGUAGE	The Contract shall be governed by the laws of Union of India. ▪ Indian Contract Act,1872 ▪ Sale of Goods Act, 1930 ▪ The Arbitration and Conciliation Act, 1996 The ruling language of the Contract shall be English
1.5 PRIORITY OF DOCUMENTS	The documents forming the Contract are to be taken as mutually explanatory of one another. For the purposes of interpretation, the priority of the documents shall be in accordance with the following sequence: the Concision Agreement (a) the Letter of Acceptance, (b) the Letter of Award, (c) the Letter of Bid, (d) the Special Conditions of Contract – Part A,

	(e) the Special Conditions of Contract – Part B (f) these General Conditions (g) the Specification, (h) the Drawings, and (i) The Schedules and any other documents forming part of the Contract. If an ambiguity or discrepancy is found in the documents, the Engineer shall issue any necessary clarification or instruction.
1.6 CONTRACT AGREEMENT	The Parties shall enter into a Contract Agreement within 10 days after the Contractor receives the Letter of Award unless the Special Conditions of Contract establish otherwise. The Contract Agreement shall be based upon the form annexed to the Special Conditions of Contract. The costs of stamp duties and similar charges (if any) imposed by law in connection with entry into the Contract Agreement shall be borne by the Successful Bidder.
1.7 ASSIGNMENT	Neither Party shall assign the whole or any part of the Contract or any benefit or interest in or under the Contract.
1.8 CARE AND SUPPLY OF DOCUMENTS	The Specification and Drawings shall be in the custody and care of the Employer. Unless otherwise stated in the Contract, two copies of the Contract and of each subsequent Drawing shall be supplied to the Contractor, who may make or request further copies at the cost of the Contractor. Each of the Contractor's Documents shall be in the custody and care of the Contractor, unless and until taken over by the Employer. Unless otherwise stated in the Contract, the Contractor shall supply to the Engineer six copies of each of the Contractor's Documents. The Contractor shall keep, on the Site, a copy of the Contract, publications named in the Specification, the Contractor's Documents (if any), the Drawings and Variations and other communications given under the Contract. The Employer's Personnel shall have the right of access to all these documents at all reasonable times.

	If a Party becomes aware of an error or defect in a document which was prepared for use in executing the Works, the Party shall promptly give notice to the other Party of such error or defect.
1.9 DELAYED DRAWINGS OR INSTRUCTIONS	The Contractor shall give notice to the Engineer whenever the Works are likely to be delayed or disrupted if any necessary drawing or instruction is not issued to the Contractor within a particular time, which shall be reasonable. The notice shall include details of the necessary drawing or instruction, details of why and by when it should be issued, and the nature and amount of the delay or disruption likely to be suffered if it is late.
1.10 EMPLOYER'S USE OF CONTRACTOR'S DOCUMENTS	As between the Parties, the Contractor shall retain the copyright and other intellectual property rights in the Contractor's Documents and other design documents made by (or on behalf of) the Contractor. The Contractor shall be deemed (by signing the Contract) to give to the Employer a non-terminable transferable non-exclusive royalty-free licence to copy, use and communicate the Contractor's Documents, including making and using modifications of them. This licence shall apply throughout the actual or intended working life (whichever is longer) of the relevant parts of the Works
1.11 CONTRACTOR'S USE OF EMPLOYER'S DOCUMENTS	As between the Parties, the Employer shall retain the copyright and other intellectual property rights in the Specification, the Drawings and other documents made by (or on behalf of) the Employer. The Contractor may, at his cost, copy, use, and obtain communication of these documents for the purposes of the Contract. They shall not, without the Employer's consent, be copied, used or communicated to a third party by the Contractor, except as necessary for the purposes of the Contract.
1.12 CONFIDENTIAL DETAILS	The Contractor's and the Employer's Personnel shall disclose all such confidential and other information as may be reasonably required in order to verify compliance with the Contract and allow its proper implementation. Each of them shall treat the details of the Contract as private and confidential, except to the extent

	necessary to carry out their respective obligations under the Contract or to comply with applicable Laws. Each of them shall not publish or disclose any particulars of the Works prepared by the other Party without the previous agreement of the other Party. However, the Contractor shall be permitted to disclose any publicly available information, or information otherwise required to establish his qualifications to compete for other projects.
1.13 COMPLIANCE WITH LAWS	The Contractor shall, in performing the Contract, comply with applicable Laws. Unless otherwise stated in the Special Conditions of Contract the Contractor shall give all notices, pay all taxes, duties and fees, and obtain all permits, licences and approvals, as required by the Laws in relation to the execution and completion of the Works and the remedying of any defects; and the Contractor shall indemnify and hold the Employer harmless against and from the consequences of any failure to do so, unless the Contractor is impeded to accomplish these actions and shows evidence of its diligence.
1.14 JOINT AND SEVERAL LIABILITIES	If the Contractor constitutes (under applicable Laws) a joint venture, consortium or other unincorporated grouping of two or more persons: (a) these persons shall be deemed to be jointly and severally liable to the Employer for the performance of the Contract; (b) these persons shall notify the Employer of their leader who shall have authority to bind the Contractor and each of these persons; and (c) The Contractor shall not alter its composition or legal status without the prior consent of the Employer.
2. THE EMPLOYER	
2.1 RIGHT OF ACCESS TO THE SITE	The Employer shall give the Contractor right of access to, and possession of, all parts of the Site within reasonable times to enable the contractor to proceed without disruption execution of the Work. The right and possession may not be exclusive to the Contractor. If, under the Contract, the Employer is required to give (to the Contractor) possession of any foundation, structure, plant or means of access,

	the Employer shall do so in the time and manner stated in the Specification. However, the Employer may withhold any such right or possession until the Performance Security has been received.
2.2 PERMITS, LICENSES OR APPROVALS	The Employer shall provide, at the request of the Contractor, such reasonable assistance as to allow the Contractor to obtain properlyany permits, licenses or approvals required by the Laws of the Country: (i) which the Contractor is required to obtain under Sub-Clause 1.13 [Compliance with Laws], (ii) for the delivery of Goods, including clearance through customs, The Contract price shall include all transportation charges and other expenses that may be incurred in this connection.
2.3 EMPLOYER'S PERSONNEL	The Employer shall be responsible for ensuring that the Employer's Personnel and the Employer's other contractors on the Site: (a) co-operate with the Contractor's efforts under Sub-Clause 4.6 [Co-operation], and (b) Take actions similar to those which the Contractor is required to take under sub-paragraphs (a), (b) and (c) of Sub-Clause 4.8 [Safety Procedures] and under Sub-Clause 4.18 [Protection of the Environment].
2.4 EMPLOYER'S CLAIMS	If the Employer considers himself to be entitled to any payment under any Clause of these Conditions or otherwise in connection with the Contract, and/or to any extension of the Defects Liability Period, the Employer or the Engineer shall give notice and particulars to the Contractor. However, notice is not required for payments due under Sub-Clause 4.19 [Electricity, Water and Gas], under Sub-Clause 4.20 [Employer's Equipment and Free-Issue Materials], or for other services requested by the Contractor. The notice shall be given as soon as practicable and no longer than 28 days after the Employer became aware, or should have become aware, of the event or circumstances giving rise to the claim. A notice

	relating to any extension of the Defects Liability Period shall be given before the expiry of such period. This amount may be included as a deduction in the Contract Price and Payment Certificates. The Employer shall only be entitled to set off against or make any deduction from an amount certified in a Payment Certificate, or to otherwise claim against the Contractor, in accordance with this Sub-Clause.
3. THE ENGINEER	
3.1 ENGINEER'S DUTIES AND AUTHORITY	The Employer shall appoint the Engineer who shall carry out the duties assigned to him in the Contract. The Engineer's staff shall include suitably qualified engineers and other professionals who are competent to carry out these duties. The Engineer shall have no authority to amend the Contract. The Engineer may exercise the authority attributable to the Engineer as specified in or necessarily to be implied from the Contract. If the Engineer is required to obtain the approval of the Employer before exercising a specified authority, the requirements shall be as stated in the Special Conditions of Contract. The Employer shall promptly inform the Contractor of any change to the authority attributed to the Engineer. However, whenever the Engineer exercises a specified authority for which the Employer's approval is required, then (for the purposes of the Contract) the Employer shall be deemed to have given approval. Except as otherwise stated in these Conditions: (a) whenever carrying out duties or exercising authority, specified in or implied by the Contract, the Engineer shall be deemed to act for the Employer; (b) the Engineer has no authority to relieve either Party of any duties, obligations or responsibilities under the Contract; (c) any approval, check, certificate, consent, examination, inspection, instruction, notice, proposal, request, test, or similar act by the Engineer (including absence of disapproval) shall

	not relieve the Contractor from any responsibility he has under the Contract, including responsibility for errors, omissions, discrepancies and non-compliances; and (d) Any act by the Engineer in response to a Contractor's request except as otherwise expressly specified shall be notified in writing to the Contractor within 28 days of receipt. The following provisions shall apply: The Engineer shall obtain the specific approval of the Employer before taking action under the-following Sub-Clauses of these Conditions: (a) Sub-Clause 4.12: agreeing or determining an extension of time and/or additional cost. (b) Sub-Clause 13.1: instructing a Variation, (c) Sub-Clause 13.2: Approving a proposal for Variation submitted by the Contractor in accordance with Sub Clause 13.1 Notwithstanding the obligation, as set out above, to obtain approval, if, in the opinion of the Engineer, an emergency occurs affecting the safety of life or of the Works or of adjoining property, he may, without relieving the Contractor of any of his duties and responsibility under the Contract, instruct the Contractor to execute all such work or to do all such things as may, in the opinion of the Engineer, be necessary to abate or reduce the risk. The Contractor shall forthwith comply, despite the absence of approval of the Employer, with any such instruction of the Engineer. The Engineer shall determine an addition to the Contract Price, in respect of such instruction, in accordance with Clause 13 and shall notify the Contractor accordingly, with a copy to the Employer.
3.2 DELEGATION BY THE ENGINEER	The Engineer may from time to time assign duties and delegate authority to assistants, and may also revoke such assignment or delegation. These assistants may include a resident engineer, and/or independent inspectors appointed to inspect and/or test items of Plant and/or Materials. The assignment, delegation or revocation shall be in writing and shall not take effect until copies have been received by both Parties. However, unless otherwise agreed by both Parties, the

	Engineer shall not delegate the authority to determine any matter in accordance with Sub-Clause 3.5 [Determinations]. Each assistant, to whom duties have been assigned or authority has been delegated, shall only be authorised to issue instructions to the Contractor to the extent defined by the delegation. Any approval, check, certificate, consent, examination, inspection, instruction, notice, proposal, request, test, or similar act by an assistant, in accordance with the delegation, shall have the same effect as though the act had been an act of the Engineer. However: (a) any failure to disapprove any work, Plant or Materials shall not constitute approval, and shall therefore not prejudice the right of the Engineer to reject the work, Plant or Materials; (b) if the Contractor questions any determination or instruction of an assistant, the Contractor may refer the matter to the Engineer, who shall promptly confirm, reverse or vary the determination or instruction.
3.3 INSTRUCTIONS OF THE ENGINEER	The Engineer may issue to the Contractor (at any time) instructions and additional or modified Drawings which may be necessary for the execution of the Works and the remedying of any defects, all in accordance with the Contract. The Contractor shall only take instructions from the Engineer, or from an assistant to whom the appropriate authority has been delegated under this Clause. If an instruction constitutes a Variation, Clause 13 [Variations and Adjustments] shall apply. The Contractor shall comply with the instructions given by the Engineer or delegated assistant, on any matter related to the Contract. Whenever practicable, their instructions shall be given in writing.
3.4 REPLACEMENT OF THE ENGINEER	If the Employer intends to replace the Engineer, the Employer shall have the right to replace the Engineer
3.5 DETERMINATIONS	Whenever these Conditions provide that the Engineer shall proceed in accordance with this Sub-Clause 3.5 to agree or determine any matter, the Engineer shall consult with each Party in an endeavour to reach agreement. If agreement is not achieved, the Engineer

	shall make a fair determination in accordance with the Contract, taking due regard of all relevant circumstances. The determination arrived by the Engineer shall be final and binding unless and until revised under Clause 20 [Claims, Disputes and Arbitration].
4. The Contractor	
4.1 CONTRACTOR'S GENERAL OBLIGATIONS	The Contractor shall design (to the extent specified in the Contract), execute and complete the Works in accordance with the Contract and with the Engineer's instructions, and shall remedy any defects in the Works. The Contractor shall provide the Plant and Contractor's Documents specified in the Contract, and all Contractor's Personnel, Goods, consumables and other things and services, whether of a temporary or permanent nature, required in and for this design, execution, completion and remedying of defects. The Contractor shall be responsible for the adequacy, stability and safety of all Site operations and of all methods of construction. Except to the extent specified in the Contract, the Contractor (i) shall be responsible for all Contractor's Documents, Temporary Works, and such design of each item of Plant and Materials as is required for the item to be in accordance with the Contract, and (ii) shall not otherwise be responsible for the design or specification of the Permanent Works. Prior to the commencement of the Tests on Completion, the Contractor shall submit to the Engineer the "as-built" documents and, if applicable, operation and maintenance manuals in accordance with the Specification and in sufficient detail for the Employer to operate, maintain, dismantle, reassemble, adjust and repair this part of the Works. Such part shall not be considered to be completed for the purposes of taking-over under Sub-Clause 10.1 [Taking Over of the Works and Sections] until these documents and manuals have been submitted to the Engineer.
4.2 PERFORMANCE SECURITY	The Contractor shall obtain (at his cost) a Performance Security for proper performance, in the amount stated

	in the Contract Data and denominated in the currency (ies) of the Contract. If an amount is not stated in the Contract Data, this Sub-Clause shall not apply. The Contractor shall deliver the Performance Security to the Employer within 10 days after receiving the Letter of Award, and shall send a copy to the Engineer. The Contractor shall ensure that the Performance Security is valid and enforceable until the Contractor has executed and completed the Works and remedied any defects. If the terms of the Performance Security specify its expiry date, and the Contractor has not become entitled to receive the Performance Certificate by the date 28 days prior to the expiry date, the Contractor shall extend the validity of the Performance Security until the Works have been completed and any defects have been remedied. The Employer shall return the Performance Security to the Contractor within 21 days after receiving a copy of the Performance Certificate. Without limitation to the provisions of the rest of this Sub-Clause, whenever the Engineer determines an addition to the Contract Price as a result of a change in cost and/or legislation, or as a result of a Variation, amounting to more than 15 percent of the portion of the Contract Price payable in a specific currency, the Contractor shall at the Engineer's request promptly increase, the value of the Performance Security in that currency by an equal percentage.
4.3 CONTRACTOR'S REPRESENTATIVE	The Contractor shall appoint the Contractor's Representative and shall give him all authority necessary to act on the Contractor's behalf under the Contract. Unless the Contractor's Representative is named in the Contract, the Contractor shall, prior to the Commencement Date, submit to the Engineer for consent the name and particulars of the person the Contractor proposes to appoint as Contractor's Representative. If consent is withheld or subsequently revoked in terms of Sub-Clause 6.9 [Contractor's Personnel], or if the appointed person fails to act as Contractor's Representative, the Contractor shall similarly submit the name and particulars of another suitable person for such appointment.

	The Contractor shall not, without the prior consent of the Engineer, revoke the appointment of the Contractor's Representative or appoint a replacement. The whole time of the Contractor's Representative shall be given to directing the Contractor's performance of the Contract. If the Contractor's Representative is to be temporarily absent from the Site during the execution of the Works, a suitable replacement person shall be appointed, subject to the Engineer's prior consent, and the Engineer shall be notified accordingly. The Contractor's Representative shall, on behalf of the Contractor, receive instructions under Sub-Clause 3.3 [Instructions of the Engineer]. The Contractor's Representative may delegate any powers, functions and authority to any competent person, and may at any time revoke the delegation. Any delegation or revocation shall not take effect until the Engineer has received prior notice signed by the Contractor's Representative, naming the person and specifying the powers, functions and authority being delegated or revoked.
4.4 SUBCONTRACTORS	The Contractor shall not subcontract the Works. The Contractor shall be responsible for the acts or defaults of any Subcontractor, his agents or employees, as if they were the acts or defaults of the Contractor. Unless otherwise stated in the Special Conditions of Contract: (a) the Contractor shall not be required to obtain consent to suppliers solely of Materials, or to a subcontract for which the Subcontractor is named in the Contract; (b) the prior consent of the Engineer shall be obtained to other proposed Subcontractors; (c) each subcontract shall include provisions which would entitle the Employer to require the subcontract to be assigned to the Employer under Sub-Clause 4.5 [Assignment of Benefit of Subcontract] (if or when applicable) or in the event of termination under Sub-Clause 15.2 [Termination by Employer].

	The Contractor shall ensure that the requirements imposed on the Contractor by Sub-Clause 1.12 [Confidential Details] apply equally to each Subcontractor.
4.5 ASSIGNMENT OF BENEFIT OF SUBCONTRACT	If a Subcontractor's obligations extend beyond the expiry date of the relevant Defects Liability Period and the Engineer, prior to this date, instructs the Contractor to assign the benefit of such obligations to the Employer, then the Contractor shall do so.
4.6 CO-OPERATION	The Contractor shall, as specified in the Contract or as instructed by the Engineer, allow appropriate opportunities for carrying out work to: (a) the Employer's Personnel, (b) any other contractors employed by the Employer, and (c) the personnel of any legally constituted public authorities, who may be employed in the execution on or near the Site of any work not included in the Contract.
4.7 SETTING OUT	The Contractor shall set out the Works in relation to original points, lines and levels of reference specified in the Contract or notified by the Engineer. The Contractor shall be responsible for the correct positioning of all parts of the Works, and shall rectify any error in the positions, levels, dimensions or alignment of the Works.
4.8 SAFETY PROCEDURES	The Contractor shall: (a) comply with all applicable safety regulations, (b) take care for the safety of all persons entitled to be on the Site, (c) use reasonable efforts to keep the Site and Works clear of unnecessary obstruction so as to avoid danger to these persons, (d) provide fencing, lighting, guarding and watching of the Works until completion and taking over under Clause 10 [Employer's Taking Over], and (e) provide any Temporary Works (including roadways, footways, guards and fences) which may be necessary, because of the execution of

	the Works, for the use and protection of the public and of owners and occupiers of adjacent land.
4.9 QUALITY ASSURANCE	The Contractor shall institute a quality assurance system to demonstrate compliance with the requirements of the Contract. The system shall be in accordance with the details stated in the Contract. The Engineer shall be entitled to audit any aspect of the system. Details of all procedures and compliance documents shall be submitted to the Engineer for information before each design and execution stage is commenced. When any document of a technical nature is issued to the Engineer, evidence of the prior approval by the Contractor himself shall be apparent on the document itself. Compliance with the quality assurance system shall not relieve the Contractor of any of his duties, obligations or responsibilities under the Contract.
4.10 SITE DATA	To the extent which was practicable (taking account of cost and time), the Contractor shall be deemed to have obtained all necessary information as to risks, contingencies and other circumstances which may influence or affect the Tender or Works. To the same extent, the Contractor shall be deemed to have inspected and examined the Site, its surroundings, the above data and other available information, and to have been satisfied before submitting the Tender as to all relevant matters, including (without limitation): (a) the form and nature of the Site, including sub-surface conditions, (b) the hydrological and climatic conditions, (c) the extent and nature of the work and Goods necessary for the execution and completion of the Works and the remedying of any defects, (d) the applicable Laws of Country. (e) the Contractor's requirements for access, accommodation, facilities, personnel, power, transport, water and other services.
4.11 SUFFICIENCY OF THE ACCEPTED CONTRACT	The Contractor shall be deemed to:

AMOUNT	(a) have satisfied himself as to the correctness and sufficiency of the Accepted Contract Amount, and (b) have based the Accepted Contract Amount on the data, interpretations, necessary information, inspections, examinations and satisfaction as to all relevant matters referred to in Sub-Clause 4.10 [Site Data]. Unless otherwise stated in the Contract, the Accepted Contract Amount covers all the Contractor's obligations under the Contract and all things necessary for the proper execution and completion of the Works and the remedying of any defects.
4.12 UNFORESEEABLE PHYSICAL CONDITIONS	In this Sub-Clause, "physical conditions" means natural physical conditions and man-made and other physical obstructions and pollutants, which the Contractor encounters at the Site when executing the Works, including sub-surface and hydrological conditions but excluding climatic conditions. If the Contractor encounters adverse physical conditions which he considers to have been Unforeseeable, the Contractor shall give notice to the Engineer as soon as practicable.
4.13 RIGHTS OF WAY AND FACILITIES	Unless otherwise specified in the Contract the Employer shall provide effective access to and possession of the Site including special and/or temporary rights-of-way which are necessary for the Works. The Contractor shall obtain, at his risk and cost, any additional rights of way or facilities outside the Site which he may require for the purposes of the Works.
4.14 AVOIDANCE OF INTERFERENCE	The Contractor shall not interfere unnecessarily or improperly with: (a) the convenience of the public, or (b) the access to and use and occupation of all roads and footpaths, irrespective of whether they are public or in the possession of the Employer or of others. The Contractor shall indemnify and hold the Employer harmless against and from all damages, losses and expenses (including legal fees and expenses) resulting from any such unnecessary or improper interference.

4.15 ACCESS ROUTE	The Contractor shall be deemed to have been satisfied as to the suitability and availability of access routes to the Site at Base Date. The Contractor shall use reasonable efforts to prevent any road or bridge from being damaged by the Contractor's traffic or by the Contractor's Personnel. These efforts shall include the proper use of appropriate vehicles and routes. Except as otherwise stated in these Conditions: (a) the Contractor shall (as between the Parties) be responsible for any maintenance which may be required for his use of access routes; (b) the Contractor shall provide all necessary signs or directions along access routes, and shall obtain any permission which may be required from the relevant authorities for his use of routes, signs and directions; (c) the Employer shall not be responsible for any claims which may arise from the use or otherwise of any access route; (d) the Employer does not guarantee the suitability or availability of particular access routes; and (e) Costs due to non-suitability or non-availability, for the use required by the Contractor, of access routes shall be borne by the Contractor.
4.16 TRANSPORT OF GOODS	Unless otherwise stated in the Special Conditions of Contract: (a) the Contractor shall give the Engineer not less than 21 days' notice of the date on which any Plant or a major item of other Goods will be delivered to the Site; (b) the Contractor shall be responsible for packing, loading, transporting, receiving, unloading, storing and protecting all Goods and other things required for the Works; and (c) the Contractor shall indemnify and hold the Employer harmless against and from all damages, losses and expenses (including legal fees and expenses) resulting from the transport of Goods, and shall negotiate and pay all claims arising from their transport.

4.17 CONTRACTOR'S EQUIPMENT	The Contractor shall be responsible for all Contractor's Equipment. When brought on to the Site, Contractor's Equipment shall be deemed to be exclusively intended for the execution of the Works. The Contractor shall not remove from the Site any major items of Contractor's Equipment without the consent of the Engineer. However, consent shall not be required for vehicles transporting Goods or Contractor's Personnel off Site.
4.18 PROTECTION OF THE ENVIRONMENT	The Contractor shall take all reasonable steps to protect the environment (both on and off the Site) and to limit damage and nuisance to people and property resulting from pollution, noise and other results of his operations.
4.19 ELECTRICITY AND WATER	Unless otherwise stated in Special Conditions of Contract, the Contractor shall, be responsible for the provision of all power, water and other services he may require for his construction activities and to the extent defined in the Specifications, for the tests.
4.20 EMPLOYER'S FREE-ISSUE MATERIALS	The Employer shall supply, free of charge, the "free-issue materials" (if any) in accordance with the details stated in the Specification. The Employer shall, at his risk and cost, provide these materials at the time and place specified in the Contract. The Contractor shall then visually inspect them, and shall promptly give notice to the Engineer of any shortage, defect or default in these materials. After this visual inspection, the free-issue materials shall come under the care, custody and control of the Contractor.
4.21 PROGRESS REPORTS	Unless otherwise stated in the Special Conditions of Contract, monthly progress reports shall be prepared by the Contractor and submitted to the Engineer in six copies. 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 7 days after the last day of the period to which it relates. Reporting shall continue until the Contractor has completed all work which is known to be outstanding at the completion date stated in the Taking-Over Certificate for the Works.

	Each report shall include: (a) charts and detailed descriptions of progress, including each stage of design (if any), Contractor's Documents, procurement, manufacture, delivery to Site, construction, erection and testing; and including these stages for work by each nominated Subcontractor (as defined in Clause 5 [Nominated Subcontractors]), (b) photographs showing the status of manufacture and of progress on the Site; (c) the details described in Sub-Clause 6.10 [Records of Contractor's Personnel and Equipment]; (d) copies of quality assurance documents, test results and certificates of Materials; (e) list of notices given under Sub-Clause 2.4 [Employer's Claims] and notices given under Sub-Clause 20.1 [Contractor's Claims]; (f) safety statistics, including details of any hazardous incidents and activities relating to environmental aspects and public relations; and (g) comparisons of actual and planned progress, with details of any events or circumstances which may jeopardise the completion in accordance with the Contract, and the measures being (or to be) adopted to overcome delays.
4.22 SECURITY OF THE SITE	The Contractor will be responsible for safety and security of all authorised persons available on site. No unauthorized personnel shall be available on site
4.23 CONTRACTOR'S OPERATIONS ON SITE	The Contractor shall confine his operations to the Site, and to any additional areas which may be obtained by the Contractor and agreed by the Engineer as additional working areas. The Contractor shall take all necessary precautions to keep Contractor's Equipment and Contractor's Personnel within the Site and these additional areas, and to keep them off adjacent land. During the execution of the Works, the Contractor shall keep the Site free from all unnecessary obstruction, and shall store or dispose of any Contractor's Equipment or surplus materials. The Contractor shall clear away and remove from the Site

	any wreckage, rubbish and Temporary Works which are no longer required. Upon the issue of a Taking-Over Certificate, the Contractor shall clear away and remove, from that part of the Site and Works to which the Taking-Over Certificate refers, all Contractor's Equipment, surplus material, wreckage, rubbish and Temporary Works. The Contractor shall leave that part of the Site and the Works in a clean and safe condition. However, the Contractor may retain on Site, during the Defects Liability Period, such Goods as are required for the Contractor to fulfil obligations under the Contract.
4.24 FOSSILS	All fossils, coins, articles of value or antiquity, and structures and other remains or items of geological or archaeological interest found on the Site shall be placed under the care and authority of the Employer. The Contractor shall take reasonable precautions to prevent Contractor's Personnel or other persons from removing or damaging any of these findings. The Contractor shall, upon discovery of any such finding, promptly give notice to the Engineer, who shall issue instructions for dealing with it
5. NOMINATED SUBCONTRACTORS	
5.1 DEFINITION OF "NOMINATED SUBCONTRACTOR"	In the Contract, "nominated Subcontractor" means a Subcontractor who is stated in the Contract as being a nominated Subcontractor
5.2 PAYMENTS TO NOMINATED SUBCONTRACTORS	Unless otherwise specifically stated in this contract all payments will be made to the Contractor and the Contractor is liable to the Sub contractors for payments they are eligible for the work done. If however a sub-contractor to the Contractor brings to the notice of the Engineer the failure of Contractor to pay eligible sums due to it after receipt of corresponding payments from the Employer by the Contractor, then the Employer may (at his sole discretion) pay, direct to the nominated Subcontractor, part or all of such amounts previously certified (less applicable deductions) as are due to the nominated Subcontractor and for which the Contractor has failed pay subject to evidence given by the subcontractor. The Contractor shall then repay, to the Employer, the amount which the nominated Subcontractor was

	directly paid by the Employer
6. STAFF AND LABOUR	
6.1 ENGAGEMENT OF STAFF AND LABOUR	Except as otherwise stated in the Specification, the Contractor shall make arrangements for the engagement of all staff and labour, local or otherwise, and for their payment, feeding, transport, and, appropriate, housing.
6.2 RATES OF WAGES AND CONDITIONS OF LABOUR	The Contractor shall pay to labour employed by him either directly or through Sub-Contractors wages not less than fair wages as defined in the relevant Central / Local Labour Regulations or as per the provisions of the Contract Labour (Regulation and Abolition) Act 1970 and the Contract Labour Regulation and Abolition of Central Rules 1971, wherever applicable. He shall also abide by the minimum wages and other regulations applicable to the labour engaged in the Work, as laid down by the concerned Central / local authorities (State, District or other local Authorities.
6.3 PERSONS IN THE SERVICE OF EMPLOYER	The Contractor shall not recruit, or attempt to recruit, staff and labour from amongst the Employer's Personnel.
6.4 LABOUR LAWS	The Contractor shall be wholly and solely responsible for full compliance with the provisions under all labour laws and /or regulations such as Payment of Wages Act 1948, Employees Liability Act 1938, Workmen's Compensation Act 1923, Employees State Insurance Act 1948, Employees Provident Fund Act 1952, Industrial Disputes Act 1947, the Maternity Benefit Act 1961, the Contract Labour (Regulation and Abolition) Act 1970 and the Factories Act 1948 or any modifications thereof or any other law relating thereto and rules there under introduced from time to time. The Contractor shall assume liability and shall indemnify the Employer & the Engineer from every expense, liability or payment by reason of the application of any labour law, act, rules or regulations existing or to be introduced at a future date during the term of the Contract. In general, in respect of all labour directly or indirectly employed in the Work for the performance of Contractor's part of the Contract, the Contractor shall

	comply with all the rules framed by the Government authorities concerned from time to time for protection of the health and welfare of the workers. The Contractor shall at his own cost obtain a valid licence for himself and the Employer under the Contract Labour (R & A) Act 1970 and the Contract labour (Regulation and Abolition) Central Rules 1971 and under any other applicable rules before the commencement of the Work and continue to have a valid licences until the completion of the Work.
6.5 WORKING HOURS	No work shall be carried out on the Site on locally recognised days of rest, or outside the normal working hours stated in the Contract Data, unless: (a) otherwise stated in the Contract, (b) the Engineer gives consent, or (c) The work is unavoidable, or necessary for the protection of life or property or for the safety of the Works, in which case the Contractor shall immediately advise the Engineer.
6.6 FACILITIES FOR STAFF AND LABOUR	Except as otherwise stated in the Specification, the Contractor shall provide and maintain all necessary accommodation and welfare facilities for the Contractor's Personnel. The Contractor shall also provide facilities for the Employer's Personnel as stated in the Specification. The Contractor shall not permit any of the Contractor's Personnel to maintain any temporary or permanent living quarters within the structures forming part of the Permanent Works.
6.7 HEALTH AND SAFETY	The Contractor shall at all times take all reasonable precautions to maintain the health and safety of the Contractor's Personnel. In collaboration with local health authorities, the Contractor shall ensure that medical staff, first aid facilities, sick bay and ambulance service are available at all times at the Site and at any accommodation for Contractor's and Employer's Personnel, and that suitable arrangements are made for all necessary welfare and hygiene requirements and for the prevention of epidemics. The Contractor shall at his own expense arrange for all the safety provisions as listed in (i) Safety codes of

	C.P.W.D. and Bureau of Indian Standards, (ii) The Electricity Act, (iii) The Mines Act, and Regulations, (iv) Regulations of employment & conditions of service Act 1996, Rules and Orders made there under and such other acts as applicable. The Contractor shall appoint a Safety Officer at the Site, responsible for maintaining safety and protection against accidents. This person shall be qualified for this responsibility, and shall have the authority to issue instructions and take protective measures to prevent accidents. Throughout the execution of the Works, the Contractor shall provide whatever is required by this person to exercise this responsibility and authority. The Contractor shall send, to the Engineer, details of any accident as soon as practicable after its occurrence. The Contractor shall maintain records and make reports concerning health, safety and welfare of persons, and damage to property, as the Engineer may reasonably require.
6.8 CONTRACTOR'S SUPERINTENDENCE	Throughout the execution of the Works, and as long thereafter as is necessary to fulfil the Contractor's obligations, the Contractor shall provide all necessary superintendence to plan, arrange, direct, manage, inspect and test the work.
6.9 CONTRACTOR'S PERSONNEL	The Contractor's Personnel shall be appropriately qualified, skilled and experienced in their respective trades or occupations. The Engineer may require the Contractor to remove (or cause to be removed) any person employed on the Site or Works, including the Contractor's Representative if applicable, who: (a) persists in any misconduct or lack of care, (b) carries out duties incompetently or negligently, (c) fails to conform with any provisions of the Contract, (d) persists in any conduct which is prejudicial to safety, health, or the protection of the environment, or (e) Based on reasonable evidence, is determined to have engaged in Fraud and Corruption during the execution of the Works. If appropriate, the Contractor shall then appoint (or

	cause to be appointed) a suitable replacement person.
6.10 RECORDS OF CONTRACTOR'S PERSONNEL AND EQUIPMENT	The Contractor shall submit, to the Engineer, details showing the number of each class of Contractor's Personnel and of each type of Contractor's Equipment on the Site. Details shall be submitted each calendar month, in a form approved by the Engineer, until the Contractor has completed all work which is known to be outstanding at the completion date stated in the Taking-Over Certificate for the Works.
6.11 SUPPLY OF WATER	The Contractor shall, having regard to local conditions, provide on the Site an adequate supply of drinking and other water for the use of the Contractor's Personnel.
6.12 PROHIBITION OF CHILD LABOUR	The Contractor shall not employ any children/ child labour below the age of 18 years.
6.13 EMPLOYMENT RECORDS OF WORKERS	The Contractor shall keep complete and accurate records of the employment of labour at the Site. The records shall include the names, ages, genders, hours worked and wages paid to all workers. These records shall be summarized on a monthly basis and submitted to the Engineer. These records shall be included in the details to be submitted by the Contractor under Sub-Clause 6.10 [Records of Contractor's Personnel and Equipment].
6.14 CONTRIBUTION TOWARDS EMPLOYEE BENEFITS, FUNDS ETC.	The Contractor shall include in the Contract Price all expenses necessary to meet his obligations for making contributions toward employee benefits funds such as **Employee Provident fund (EPF), Employee State Insurance Scheme (ESI)** benefits, old age pension and/or any other benefits/compensation legally payable in compliance with all the statutory regulations and requirements. All records in this connection shall be properly maintained by the Contractor and produced for scrutiny by the concerned authorities and the Engineer and the Employer when called for.
7. PLANT, MATERIALS AND WORKMANSHIP	
7.A DESIGNS BY THE EMPLOYER	The Contractor should carry out the work as per the designs and Good For Construction drawings given by the Employer for all elements of the project. The Employer shall provide the drawings as per the Construction programme of the Contractor.

	It is the responsibility of the Contractor to collect the Good for Construction drawings from the Employer by submitting Request for Information (RFI). The Employer shall reply and share the drawings upon the receipt of RFI within 7 days from the day of raising the RFI.
7.1 MANNER OF EXECUTION	The Contractor shall carry out the manufacture of Plant, the production and manufacture of Materials, and all other execution of the Works: (a) in the manner (if any) specified in the Contract, (b) in a proper workmanlike and careful manner, in accordance with recognised good practice, and (c) with properly equipped facilities and non-hazardous Materials, except as otherwise specified in the Contract.
7.2 SAMPLES	The Contractor shall submit samples of materials and relevant information to the Engineer as per Section V
7.3 INSPECTION	The Employer's Personnel shall at all reasonable times: (a) have full access to all parts of the Site and to all places from which natural Materials are being obtained, and (b) During production, manufacture and construction (at the Site and elsewhere), be entitled to examine, inspect, measure and test the materials and workmanship, and to check the progress of manufacture of Plant and production and manufacture of Materials. The Contractor shall give the Employer's Personnel full opportunity to carry out these activities, including providing access, facilities, permissions and safety equipment. No such activity shall relieve the Contractor from any obligation or responsibility. The Contractor shall give notice to the Engineer whenever any work is ready and before it is covered up, put out of sight, or packaged for storage or transport. The Engineer shall then either carry out the examination, inspection, measurement or testing without unreasonable delay, or promptly give notice to the Contractor that the Engineer does not require to do so. If the Contractor fails to give the notice, he shall, if and when required by the Engineer, uncover the wo

	rk and thereafter reinstate and make good, all at the Contractor's cost.
7.4 TESTING	This Sub-Clause shall apply to all tests specified in the Contract, other than the Tests after Completion (if any). Except as otherwise specified in the Contract, the Contractor shall provide all apparatus, assistance, documents and other information, electricity, equipment, fuel, consumables, instruments, labour, materials, and suitably qualified and experienced staff, as are necessary to carry out the specified tests efficiently. The Contractor shall promptly forward to the Engineer duly certified reports of the tests. When the specified tests have been passed, the Engineer shall endorse the Contractor's test certificate, or issue a certificate to him, to that effect.
7.5 REJECTION	If, as a result of an examination, inspection, measurement or testing, any Plant, Materials or workmanship is found to be defective or otherwise not in accordance with the Contract, the Engineer may reject the Plant, Materials or workmanship by giving notice to the Contractor, with reasons. The Contractor shall then promptly make good the defect and ensure that the rejected item complies with the Contract. If the Engineer requires this Plant, Materials or workmanship to be retested, the tests shall be repeated under the same terms and conditions. If the rejection and retesting cause the Employer to incur additional costs, the Contractor shall subject to Sub-Clause 2.4 [Employer's Claims] pay these costs to the Employer.
7.6 REMEDIAL WORK	Notwithstanding any previous test or certification, the Engineer may instruct the Contractor to: (a) remove from the Site and replace any Plant or Materials which is not in accordance with the Contract, (b) remove and re-execute any other work which is not in accordance with the Contract, and (c) Execute any work which is urgently required for the safety of the Works, whether because of an

	accident, unforeseeable event or otherwise. The Contractor shall comply with the instruction within a reasonable time, which shall be the time (if any) specified in the instruction, or immediately if urgency is specified under sub-paragraph (c). If the Contractor fails to comply with the instruction, the Employer shall be entitled to employ and pay other persons to carry out the work. Except to the extent that the Contractor would have been entitled to payment for the work, the Contractor shall subject to Sub-Clause 2.4 [Employer's Claims] pay to the Employer all costs arising from this failure.
7.7 OWNERSHIP OF PLANT AND MATERIALS	Except as otherwise provided in the Contract, each item of Plant and Materials shall, to the extent consistent with the Laws of the Country, become the property of the Employer at whichever is the earlier of the following times, free from liens and other encumbrances when it is incorporated in the Works
7.8 ROYALTIES	Unless otherwise stated in the Specification, the Contractor shall pay all royalties, rents and other payments for: (a) natural Materials obtained from outside the Site, and (b) The disposal of material from demolitions and excavations and of other surplus material (whether natural or man-made), except to the extent that disposal areas within the Site are specified in the Contract.
8. COMMENCEMENT, DELAYS AND SUSPENSION	
8.1 COMMENCEMENT OF WORKS	The commencement of the work will be as per Special Conditions of Contract. The Contractor shall commence the execution of the Works as soon as is reasonably practicable after the Commencement Date, and shall then proceed with the Works with due expedition and without delay.
8.2 TIME FOR COMPLETION	The Contractor shall complete the whole of the Works, and each Section (if any), within the Time for Completion for the Works or Section (as the case may be), including: (a) achieving the passing of the Tests on Completion,

	and (b) completing all work which is stated in the Contract as being required for the Works or Section to be considered to be completed for the purposes of taking-over under Sub-Clause 10.1 [Taking Over of the Works and Sections]. The Time for completion will be as per Special Conditions of Contract.
8.3 PROGRAMME	The Contractor shall submit a detailed time programme to the Engineer within 28 days after receiving the notice under Sub-Clause 8.1 [Commencement of Works]. The Contractor shall also submit a revised programme whenever the previous programme is inconsistent with actual progress or with the Contractor's obligations. Each programme shall include: (a) the order in which the Contractor intends to carry out the Works, including the anticipated timing of each stage of design (if any), Contractor's Documents, procurement, manufacture of Plant, delivery to Site, construction, erection and testing, (b) the sequence and timing of inspections and tests specified in the Contract, and (c) a supporting report which includes resource statement to be deployed to achieve the progress of work The Contractor shall promptly give notice to the Engineer of specific probable future events or circumstances which may adversely affect the work, increase the Contract Price or delay the execution of the Works. The Engineer may require the Contractor to submit an estimate of the anticipated effect of the future event or circumstances, and/or a proposal under Sub-Clause 13.2 [Variation Procedure]. If, at any time, the Engineer gives notice to the Contractor that a programme fails (to the extent stated) to comply with the Contract or to be consistent with actual progress and the Contractor's stated intentions, the Contractor shall submit a revised programme to the Engineer in accordance with this Sub-Clause.

8.4 EXTENSION OF TIME FOR COMPLETION	The Contractor shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to an extension of the Time for Completion if and to the extent that completion for the purposes of Sub-Clause 10.1 [Taking Over of the Works and Sections] is or will be delayed by any of the following causes: (a) a Variation (unless an adjustment to the Time for Completion has been agreed under Sub-Clause 13.2 [Variation Procedure]) or other substantial change in the quantity of an item of work included in the Contract, (b) exceptionally adverse climatic conditions, If the Contractor considers himself to be entitled to an extension of the Time for Completion, the Contractor shall give notice to the Engineer in accordance with Sub-Clause 20.1 [Contractor's Claims].
8.5 DELAY DAMAGES	If the Contractor fails to comply with Sub-Clause 8.2 [Time for Completion], the Contractor shall subject to notice under Sub-Clause 2.4 [Employer's Claims] pay delay damages to the Employer for this default. These delay damages shall be the sum stated in the Contract Data, which shall be paid for every day which shall elapse between the relevant Time for Completion and the date stated in the Taking-Over Certificate. However, the total amount due under this Sub-Clause shall not exceed the maximum amount of delay damages (if any) stated in the Contract Data. These delay damages shall be the only damages due from the Contractor for such default, other than in the event of termination under Sub-Clause 15.2 [Termination by Employer] prior to completion of the Works. These damages shall not relieve the Contractor from his obligation to complete the Works, or from any other duties, obligations or responsibilities which he may have under the Contract.
8.6 SUSPENSION OF WORK	The Engineer may at any time instruct the Contractor to suspend progress of part or all of the Works. During such suspension, the Contractor shall protect, store and secure such part or the Works against any deterioration, loss or damage. The Engineer may also notify the cause for the suspension. If and to the extent that the cause is

	notified and is the responsibility of the Contractor, then Sub-Clauses 8.7 shall not apply.
8.7 CONSEQUENCES OF SUSPENSION	If the Contractor suffers delay and/or incurs Cost from complying with the Engineer's instructions under Sub-Clause 8.6 [Suspension of Work] and/or from resuming the work, the Contractor shall give notice to the Engineer and shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion] After receiving this notice, the Engineer shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters. The Contractor shall not be entitled to an extension of time for, or to payment of the Cost incurred in, making good the consequences of the Contractor's faulty design, workmanship or materials, or of the Contractor's failure to protect, store or secure in accordance with Sub-Clause 8.6 [Suspension of Work].
8.8 RESUMPTION OF WORK	After the permission or instruction to proceed is given, the Contractor and the Engineer shall jointly examine the Works and the Plant and Materials affected by the suspension. The Contractor shall make good any deterioration or defect in or loss of the Works or Plant or Materials, which has occurred during the suspension after receiving from the Engineer an instruction to this effect.
9. TESTS ON COMPLETION	
9.1 CONTRACTOR'S OBLIGATIONS	The Contractor shall carry out the Tests on Completion in accordance with this Clause and Sub-Clause 7.4 [Testing], after providing the documents in accordance with sub-paragraph (d) of Sub-Clause 4.1 [Contractor's General Obligations]. The Contractor shall give to the Engineer not less than 7 days' notice of the date after which the Contractor will be ready to carry out each of the Tests on Completion. Unless otherwise agreed, Tests on Completion shall be carried out within 7 days after this date, on such day or days as the Engineer shall instruct. In considering the results of the Tests on Completion,

	the Engineer shall make allowances for the effect of any use of the Works by the Employer on the performance or other characteristics of the Works. As soon as the Works, or a Section, have passed any Tests on Completion, the Contractor shall submit a certified report of the results of these Tests to the Engineer.
9.2 DELAYED TESTS	If the Tests on Completion are being unduly delayed by the Contractor, the Engineer may by notice require the Contractor to carry out the Tests within 21 days after receiving the notice. The Contractor shall carry out the Tests on such day or days within that period as the Contractor may fix and of which he shall give notice to the Engineer. If the Contractor fails to carry out the Tests on Completion within the period of 21 days, the Employer's Personnel may proceed with the Tests at the risk and cost of the Contractor. The Tests on Completion shall then be deemed to have been carried out in the presence of the Contractor and the results of the Tests shall be accepted as accurate.
9.3 RETESTING	If the Works, or a Section, fail to pass the Tests on Completion, Sub-Clause 7.5 [Rejection] shall apply, and the Engineer or the Contractor may require the failed Tests, and Tests on Completion on any related work, to be repeated under the same terms and conditions.
9.4 FAILURE TO PASS TESTS ON COMPLETION	If the Works, or a Section, fail to pass the Tests on Completion repeated under Sub-Clause 9.3 [Retesting], the Engineer shall be entitled to: (a) order further repetition of Tests on Completion under Sub-Clause 9.3; (b) if the failure deprives the Employer of substantially the whole benefit of the Works or Section, reject the Works or Section (as the case may be), in which event the Employer shall have the same remedies as are provided in sub-paragraph (c) of Sub-Clause 11.4 [Failure to Remedy Defects].
10. EMPLOYER'S TAKING OVER	
10.1 TAKING OVER OF THE WORKS AND SECTIONS	Except as stated in Sub-Clause 9.4 [Failure to Pass Tests on Completion], the Works shall be taken over by the Employer when (i) the Works have been completed

	in accordance with the Contract, including the matters described in Sub-Clause 8.2 [Time for Completion] and except as allowed in sub-paragraph (a) below, and (ii) a Taking-Over Certificate for the Works has been issued, or is deemed to have been issued in accordance with this Sub-Clause. The Contractor may apply by notice to the Engineer for a Taking-Over Certificate not earlier than 14 days before the Works will, in the Contractor's opinion, be complete and ready for taking over. If the Works are divided into Sections, the Contractor may similarly apply for a Taking-Over Certificate for each Section. The Engineer shall, within 28 days after receiving the Contractor's application: (a) issue the Taking-Over Certificate to the Contractor, stating the date on which the Works or Section were completed in accordance with the Contract or (b) reject the application, giving reasons and specifying the work required to be done by the Contractor to enable the Taking-Over Certificate to be issued. The Contractor shall then complete this work before issuing a further notice under this Sub-Clause.
10.2 TAKING OVER OF PARTS OF THE WORKS	The Engineer may, at the sole discretion of the Employer, issue a Taking-Over Certificate for any part of the Permanent Works. After the Engineer has issued a Taking-Over Certificate for a part of the Works, the Contractor shall be given the earliest opportunity to take such steps as may be necessary to carry out any outstanding Tests on Completion. The Contractor shall carry out these Tests on Completion as soon as practicable before the expiry date of the relevant Defects Liability Period.
10.3 SURFACES REQUIRING REINSTATEMENT	Except as otherwise stated in a Taking-Over Certificate, a certificate for a Section or part of the Works shall not be deemed to certify completion of any ground or other surfaces requiring reinstatement.
11. DEFECTS LIABILITY	
11.1 COMPLETION OF OUTSTANDING WORK AND	In order that the Works and Contractor's Documents, and each Section, shall be in the condition required by

REMEDYING DEFECTS	the Contract (fair wear and tear excepted) by the expiry date of the relevant Defects Liability Period or as soon as practicable thereafter, the Contractor shall: (a) complete any work which is outstanding on the date stated in a Taking-Over Certificate, within such reasonable time as is instructed by the Engineer, and (b) execute all work required to remedy defects or damage, as may be notified by (or on behalf of) the Employer on or before the expiry date of the Defects Liability Period for the Works or Section (as the case may be). If a defect appears or damage occurs, the Contractor shall be notified accordingly, by (or on behalf of) the Employer.
11.2 COST OF REMEDYING DEFECTS	All work referred to in sub-paragraph (b) of Sub-Clause 11.1 [Completion of Outstanding Work and Remedying Defects] shall be executed at the risk and cost of the Contractor.
11.3 EXTENSION OF DEFECTS LIABILITY PERIOD	The Employer shall be entitled subject to Sub-Clause 2.4 [Employer's Claims] to an extension of the Defects Liability Period for the Works or a Section if and to the extent that the Works, Section or a major item of Plant (as the case may be, and after taking over) cannot be used for the purposes for which they are intended by reason of a defect or by reason of damage attributable to the Contractor.
11.4 FAILURE TO REMEDY DEFECTS	If the Contractor fails to remedy any defect or damage within a reasonable time, a date may be fixed by (or on behalf of) the Employer, on or by which the defect or damage is to be remedied. The Contractor shall be given reasonable notice of this date. If the Contractor fails to remedy the defect or damage by this notified date and this remedial work was to be executed at the cost of the Contractor under Sub-Clause 11.2 [Cost of Remedying Defects], the Employer may (at his option): (a) carry out the work himself or by others, in a reasonable manner and at the Contractor's cost, but the Contractor shall have no responsibility for this work; and the Contractor shall subject to Sub-Clause 2.4 [Employer's Claims] pay to the

	Employer the costs reasonably incurred by the Employer in remedying the defect or damage; or (b) if the defect or damage deprives the Employer of substantially the whole benefit of the Works or any major part of the Works, terminate the Contract as a whole, or in respect of such major part which cannot be put to the intended use. Without prejudice to any other rights, under the Contract or otherwise, the Employer shall then be entitled to recover all sums paid for the Works or for such part (as the case may be), plus financing costs and the cost of dismantling the same, clearing the Site and returning Plant and Materials to the Contractor.
11.5 REMOVAL OF DEFECTIVE WORK	If the defect or damage cannot be remedied expeditiously on the Site and the Employer gives consent, the Contractor may remove from the Site for the purposes of repair such items of Plant as are defective or damaged. This consent may require the Contractor to increase the amount of the Performance Security by the full replacement cost of these items.
11.6 RIGHT OF ACCESS	Until the Performance Certificate has been issued, the Contractor shall have such right of access to the Works as is reasonably required in order to comply with this Clause, except as may be inconsistent with the Employer's reasonable security restrictions.
11.7 PERFORMANCE CERTIFICATE	Performance of the Contractor's obligations shall not be considered to have been completed until the Engineer has issued the Performance Certificate to the Contractor, stating the date on which the Contractor completed his obligations under the Contract. The Engineer shall issue the Performance Certificate within 28 days after the latest of the expiry dates of the Defects Liability Periods, or as soon thereafter as the Contractor has supplied all the Contractor's Documents and completed and tested all the Works, including remedying any defects. A copy of the Performance Certificate shall be issued to the Employer. Only the Performance Certificate shall be deemed to constitute acceptance of the Works.
11.8 UNFULFILLED OBLIGATIONS	After the Performance Certificate has been issued, each

	Party shall remain liable for the fulfilment of any obligation which remains unperformed at that time. For the purposes of determining the nature and extent of unperformed obligations, the Contract shall be deemed to remain in force.
11.9 CLEARANCE OF SITE	Upon receiving the Performance Certificate, the Contractor shall remove any remaining Contractor's Equipment, surplus material, wreckage, rubbish and Temporary Works from the Site. If all these items have not been removed within 28 days after receipt by the Contractor of the Performance Certificate, the Employer may sell or otherwise dispose of any remaining items. The Employer shall be entitled to be paid the costs incurred in connection with, or attributable to, such sale or disposal and restoring the Site. Any balance of the moneys from the sale shall be paid to the Contractor. If these moneys are less than the Employer's costs, the Contractor shall pay the outstanding balance to the Employer.
12. MEASUREMENT AND EVALUATION	
12.1 WORKS TO BE MEASURED	The Works shall be measured, and valued for payment, in accordance with this Clause. The Contractor shall show in each application under Sub-Clauses 14.3 [Application for Interim Payment Certificates], 14.8 [Statement on Completion] and 14.9 [Application for Final Payment Certificate] the quantities and other particulars detailing the amounts which he considers to be entitled under the Contract. Whenever the Engineer requires any part of the Works to be measured, reasonable notice shall be given to the Contractor's Representative, who shall: (a) promptly either attend or send another qualified representative to assist the Engineer in making the measurement, and (b) supply any particulars requested by the Engineer. If the Contractor fails to attend or send a representative, the measurement made by (or on behalf of) the Engineer shall be accepted as accurate.
12.2 METHOD OF MEASUREMENT	To measure the under this Contract the standard

	method of measurement in accordance with the Standards laid down by **Bureau of Indian Standards (IS: 1200)** shall be followed. However, if definite methods of measurements are stipulated in the Specifications, then the same shall supersede BIS methods and shall be followed.
12.3 EVALUATION	Except as otherwise stated in the Contract, the Engineer shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine the Contract Price by evaluating each item of work, applying the measurement agreed or determined in accordance with the above Sub-Clauses 12.1 and 12.2 and the appropriate rate or price for the item. For each item of work, the appropriate rate or price for the item shall be the rate or price specified for such item in the Contract OR, if there is no such item, specified for similar work. Any item of work included in the Bill of Quantities for which no rate or price was specified shall be considered as included in other rates and prices in the Bill of Quantities and will not be paid for separately. However, a new rate or price shall be appropriate for an item of work if: (a) (i) the measured quantity of the item is changed by more than 25% from the quantity of this item in the Bill of Quantities or other Schedule, (ii) this change in quantity multiplied by such specified rate for this item exceeds 5% of the Accepted Contract Amount, (iii) this item is not specified in the Contract as a "fixed rate item"; or (b) (i) the work is instructed under Clause 13 [Variations and Adjustments], (ii) no rate or price is specified in the Contract for this item, and (iii) no specified rate or price is appropriate

	because the item of work is not of similar character, or is not executed under similar conditions, as any item in the Contract. Each new rate or price shall be derived from any relevant rates or prices in the Contract, with reasonable adjustments to take account of the matters described in sub-paragraph (a) and/or (b), as applicable. If no rates or prices are relevant for the derivation of a new rate or price, it shall be derived from the reasonable Cost of executing the work, together with profit, taking account of any other relevant matters. Until such time as an appropriate rate or price is agreed or determined, the Engineer shall determine a provisional rate or price for the purposes of Interim Payment Certificates as soon as the concerned work commences.
13. VARIATIONS AND ADJUSTMENTS	
13.1 RIGHT TO VARY	Variations may be initiated by the Engineer at any time prior to issuing the Taking-Over Certificate for the Works, either by an instruction or by a request for the Contractor to submit a proposal. The Contractor shall execute and be bound by each Variation, unless the Contractor promptly gives notice to the Engineer stating (with supporting particulars) that (i) the Contractor cannot readily obtain the Goods required for the Variation, or (ii) such Variation triggers a substantial change in the sequence or progress of the Works. Upon receiving this notice, the Engineer shall cancel, confirm or vary the instruction. Each Variation may include: (a) changes to the quantities of any item of work included in the Contract (however, such changes do not necessarily constitute a Variation), (b) changes to the quality and other characteristics of any item of work, (c) changes to the levels, positions and/or dimensions of any part of the Works, (a) omission of any work unless it is to be carried out

	by others, (b) any additional work, Plant, Materials or services necessary for the Permanent Works, including any associated Tests on Completion, boreholes and other testing and exploratory work, or (c) changes to the sequence or timing of the execution of the Works. The Contractor shall not make any alteration and/or modification of the Permanent Works, unless and until the Engineer instructs or approves a Variation.
13.2 VARIATION PROCEDURE	If the Engineer requests a proposal, prior to instructing a Variation, the Contractor shall respond in writing as soon as practicable, either by giving reasons why he cannot comply (if this is the case) or by submitting: (a) a description of the proposed work to be performed and a programme for its execution, (b) the Contractor's proposal for any necessary modifications to the programme according to Sub-Clause 8.3 [Programme] and to the Time for Completion, and (c) the Contractor's proposal for evaluation of the Variation. The Engineer shall, as soon as practicable after receiving such proposal respond with approval, disapproval or comments. The Contractor shall not delay any work whilst awaiting a response. Each instruction to execute a Variation, with any requirements for the recording of Costs, shall be issued by the Engineer to the Contractor, who shall acknowledge receipt. Each Variation shall be evaluated in accordance with Clause 12 [Measurement and Evaluation], unless the Engineer instructs or approves otherwise in accordance with this Clause.
13.3 ADJUSTMENTS FOR CHANGES IN COST/ PRICE ADJUSTMENT	If this Sub-Clause applies, the amounts payable to the Contractor shall be adjusted for rises or falls in the cost of labour, Goods and other inputs to the Works, by the addition or deduction of the amounts determined by the formulae prescribed in Special Conditions of Contract Section VII

14. CONTRACT PRICE AND PAYMENT	
14.1 THE CONTRACT PRICE	Unless otherwise stated in the Special Conditions of Contract: (a) the Contract Price shall be agreed or determined under Sub-Clause 12.3 [Evaluation] and be subject to adjustments in accordance with the Contract; (b) the Contractor shall pay all statutory taxes, duties and fees required to be paid by him under the Contract, and the Contract Price shall not be adjusted for any of these costs (c) any quantities which may be set out in the Bill of Quantities or other Schedule are estimated quantities and are not to be taken as the actual and correct quantities: (i) of the Works which the Contractor is required to execute, or (ii) for the purposes of Clause 12 [Measurement and Evaluation]; and (d) the Contractor shall submit to the Engineer, within 28 days after the Commencement Date, a proposed breakdown of each lump sum price in the Schedules. The Engineer may take account of the breakdown when preparing Payment Certificates, but shall not be bound by it.
14.2 MOBILIZATION ADVANCE	The Employer shall make a mobilization advance to the contractor if requested by the Contractor, at an interest rate specified in Contract Data of Special Conditions of Contract towards mobilization and cash flow support, when the Contractor submits a guarantee in accordance with this Sub-Clause. The total advance payment, the number and timing of instalments (if more than one), and the applicable currencies and proportions, shall be as stated in the Contract Data. Unless and until the Employer receives this guarantee, or if the total Mobilization Advance is not stated in the Contract Data, this Sub-Clause shall not apply. Unless stated otherwise in the Contract Data, the Mobilization Advance payment shall be repaid through percentage deductions from the interim payments

	determined by the Engineer in accordance with Sub-Clause 14.6 [Issue of Interim Payment Certificates]
14.3 APPLICATION FOR INTERIM PAYMENT CERTIFICATES	The Contractor shall submit a Statement in 3 (three) copies to the Engineer after the end of each month, in a form approved by the Engineer, showing in detail the amounts to which the Contractor considers himself to be entitled, together with supporting documents which shall include the report on the progress during this month in accordance with Sub-Clause 4.21 [Progress Reports]. The Statement shall include the following items in the sequence listed: (a) the estimated contract value of the Works executed and the Contractor's Documents produced up to the end of the month (including Variations but excluding items described in sub-paragraphs (b) to (g) below); (b) any amount to be deducted for advance payment, retention, calculated by applying the percentage of retention stated in the Contract Data to the total of the above amounts, until the amount so retained by the Employer reaches the limit of Retention Money (if any) stated in the Contract Data; (c) any other additions or deductions which may have become due under the Contract or otherwise, including those under Clause 20 [Claims, Disputes and Arbitration]; and (d) the deduction of amounts certified in all previous Payment Certificates.
14.4 SCHEDULE OF PAYMENTS	If the Contract includes a schedule of payments specifying the instalments in which the Contract Price will be paid, then unless otherwise stated in this schedule: (a) the instalments quoted in this schedule of payments shall be the estimated contract values for the purposes of sub-paragraph (a) of Sub-Clause 14.3 [Application for Interim Payment Certificates]; and (b) if these instalments are not defined by reference to the actual progress achieved in executing the

	Works, and if actual progress is found to be less than that on which this schedule of payments was based, then the Engineer may proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine revised instalments, which shall take account of the extent to which progress is less than that on which the instalments were previously based.
14.5 ISSUE OF INTERIM PAYMENT CERTIFICATES	No amount will be certified or paid until the Employer has received and approved the Performance Security. Thereafter, the Engineer shall, within 28 days after receiving a Statement and supporting documents, deliver to the Employer and to the Contractor an Interim Payment Certificate which shall state the amount which the Engineer fairly determines to be due, with all supporting particulars for any reduction or withholding made by the Engineer on the Statement if any. The Engineer may in any Payment Certificate make any correction or modification that should properly be made to any previous Payment Certificate. A Payment Certificate shall not be deemed to indicate the Engineer's acceptance, approval, consent or satisfaction.
14.6 PAYMENT	The Employer shall pay to the Contractor: (a) the amount certified in each Interim Payment Certificate within 30 days after the Engineer receives the Statement and supporting documents and (b) the amount certified in the Final Payment Certificate within 45 days after the Employer receives this Payment Certificate
14.7 PAYMENT OF RETENTION MONEY	When the Taking-Over Certificate has been issued for the Works, the first half of the Retention Money shall be certified by the Engineer for payment to the Contractor. Promptly after the latest of the expiry dates of the Defects Liability Periods, the outstanding balance of the Retention Money shall be certified by the Engineer for payment to the Contractor. However, if any work remains to be executed under Clause 11 [Defects Liability], the Engineer shall be

	entitled to withhold certification of the estimated cost of this work until it has been executed.
14.8 STATEMENT AT COMPLETION	Unless given more specifically in the Special Conditions of the Contract, the Contractor within 30 days after receiving the Taking-Over Certificate for the Works, the Contractor shall submit to the Engineer three copies of a Statement at completion with supporting documents, in accordance with Sub-Clause 14.3 [Application for Interim Payment Certificates], showing the value of all work done in accordance with the Contract up to the date stated in the Taking-Over Certificate for the Works
14.9 APPLICATION FOR FINAL PAYMENT CERTIFICATE	Within 60 days after receiving the Performance Certificate, the Contractor shall submit, to the Engineer, three copies of a draft final statement with supporting documents showing in detail in a form approved by the Engineer the value of all work done in accordance with the Contract, and If the Engineer disagrees with or cannot verify any part of the draft final statement, the Contractor shall submit such further information as the Engineer may reasonably require within 28 days from receipt of said draft and shall make such changes in the draft as may be agreed between them. The Contractor shall then prepare and submit to the Engineer the final statement as agreed. This agreed statement is referred to in these Conditions as the "Final Statement".
14.10 DISCHARGE	When submitting the Final Statement, the Contractor shall submit a discharge which confirms that the total of the Final Statement represents full and final settlement of all moneys due to the Contractor under or in connection with the Contract.
14.11 ISSUE OF FINAL PAYMENT CERTIFICATE	Within 28 days after receiving the Final Statement and discharge in accordance with Sub-Clause 14.9 [Application for Final Payment Certificate] and Sub-Clause 14.10 [Discharge], the Engineer shall deliver, to the Employer and to the Contractor, the Final Payment Certificate which shall state: (a) the amount which he fairly determines is finally due, and (b) after giving credit to the Employer for all amounts previously paid by the Employer and for all sums

	to which the Employer is entitled, the balance (if any) due from the Employer to the Contractor or from the Contractor to the Employer, as the case may be. If the Contractor has not applied for a Final Payment Certificate in accordance with Sub-Clause 14.9 [Application for Final Payment Certificate] and Sub-Clause 14.10 [Discharge], the Engineer shall request the Contractor to do so. If the Contractor fails to submit an application within a period of 28 days, the Engineer shall issue the Final Payment Certificate for such amount as he fairly determines to be due.
14.12 CESSATION OF EMPLOYER'S LIABILITY	The Employer shall not be liable to the Contractor for any matter or thing under or in connection with the Contract or execution of the Works, except to the extent that the Contractor shall have included an amount expressly for it in the Final Statement.
15. TERMINATION BY EMPLOYER	
15.1 NOTICE TO CORRECT	If the Contractor fails to carry out any obligation under the Contract, the Engineer may by notice require the Contractor to make good the failure and to remedy it within a specified reasonable time.
15.2 TERMINATION BY EMPLOYER	The Employer shall be entitled to terminate the Contract if the Contractor: (a) fails to comply with Sub-Clause 4.2 [Performance Security] or with a notice under Sub-Clause 15.1 [Notice to Correct], (b) abandons the Works or otherwise plainly demonstrates the intention not to continue performance of his obligations under the Contract, (c) subcontracts the whole of the Works or assigns the Contract without the required agreement, (d) becomes bankrupt or insolvent, goes into liquidation, has a receiving or administration order made against him, compounds with his creditors, or carries on business under a receiver, trustee or manager for the benefit of his creditors, (e) gives or offers to give (directly or indirectly) to

	any person any bribe, gift, gratuity, commission or other thing of value, as an inducement or reward: (i) for doing or forbearing to do any action in relation to the Contract, or (ii) for showing or forbearing to show favour or disfavour to any person in relation to the Contract, In any of these events or circumstances, the Employer may, upon giving 14 days' notice to the Contractor, terminate the Contract and expel the Contractor from the Site. However, in the case of sub-paragraph (e), the Employer may by notice terminate the Contract immediately. The Employer's election to terminate the Contract shall not prejudice any other rights of the Employer, under the Contract or otherwise. The Contractor shall then leave the Site and deliver any required Goods, all Contractor's Documents, and other design documents made by or for him, to the Engineer.
15.3 VALUATION AT DATE OF TERMINATION	As soon as practicable after a notice of termination under Sub-Clause 15.2 [Termination by Employer] has taken effect, the Engineer shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine the value of the Works, Goods and Contractor's Documents, and any other sums due to the Contractor for work executed in accordance with the Contract.
15.4 PAYMENT AFTER TERMINATION	After a notice of termination under Sub-Clause 15.2 [Termination by Employer] has taken effect, the Employer may: (a) proceed in accordance with Sub-Clause 2.4 [Employer's Claims], (b) withhold further payments to the Contractor until the costs of execution, completion and remedying of any defects, damages for delay in completion (if any), and all other costs incurred by the Employer, have been established, and/or (c) recover from the Contractor any losses and damages incurred by the Employer and any extra

	costs of completing the Works, after allowing for any sum due to the Contractor under Sub-Clause 15.3 [Valuation at Date of Termination]. After recovering any such losses, damages and extra costs, the Employer shall pay any balance to the Contractor.
16. SUSPENSION AND TERMINATION BY CONTRACTOR	
16.1 CONTRACTOR'S ENTITLEMENT TO SUSPEND WORK	If the Engineer fails to certify in accordance with Sub-Clause 14.5 [Issue of Interim Payment Certificates] or Sub-Clause 14.6 [Payment], the Contractor may, after giving not less than 21 days' notice to the Employer, suspend work (or reduce the rate of work) unless and until the Contractor has received the Payment Certificate, reasonable evidence or payment, as the case may be and as described in the notice. If the Contractor subsequently receives such Payment Certificate, evidence or payment (as described in the relevant Sub-Clause and in the above notice) before giving a notice of termination, the Contractor shall resume normal working as soon as is reasonably practicable.
16.2 TERMINATION BY CONTRACTOR	The Contractor shall be entitled to terminate the Contract if: a. the Engineer fails, within 56 days after receiving a Statement and supporting documents, to issue the relevant Payment Certificate, b. the Contractor does not receive the amount due under an Interim Payment Certificate within 42 days after the expiry of the time stated in Sub-Clause 14.6 [Payment] within which payment is to be made (except for deductions in accordance with Sub-Clause 2.4 [Employer's Claims]), c. the Employer substantially fails to perform his obligations under the Contract in such manner as to materially and adversely affect the economic balance of the Contract and/or the ability of the Contractor to perform the Contract, d. the Employer fails to comply with Sub-Clause 1.6 [Contract Agreement] or Sub-Clause 1.7 [Assignment] In any of these events or circumstances, the

	Contractor may, upon giving 14 days' notice to the Employer, terminate the Contract.
16.3 CESSATION OF WORK AND REMOVAL OF CONTRACTOR'S EQUIPMENT	After a notice of termination under Sub-Clause 16.2 [Termination by Contractor] or Sub-Clause 19.6 [Optional Termination, Payment and Release] has taken effect, the Contractor shall promptly: (a) cease all further work, except for such work as may have been instructed by the Engineer for the protection of life or property or for the safety of the Works, (b) hand over Contractor's Documents, Plant, Materials and other work, for which the Contractor has received payment, and (c) remove all other Goods from the Site, except as necessary for safety, and leave the Site.
16.4 PAYMENT ON TERMINATION	After a notice of termination under Sub-Clause 16.2 [Termination by Contractor] has taken effect, the Employer shall promptly: (a) return the Performance Security to the Contractor, (b) pay the Contractor in accordance with Sub-Clause 19.6 [Optional Termination, Payment and Release], and (c) pay to the Contractor the amount of any loss or damage sustained by the Contractor as a result of this termination.
17. RISK AND RESPONSIBILITY	
17.1 INDEMNITIES	The Contractor shall indemnify and hold harmless the Employer, the Employer's Personnel, and their respective agents, against and from all claims, damages, losses and expenses (including legal fees and expenses) in respect of: (a) bodily injury, sickness, disease or death, of any person whatsoever arising out of or in the course of or by reason of the Contractor's design (if any), the execution and completion of the Works and the remedying of any defects, unless attributable to any negligence, wilful act or breach of the Contract by the Employer, the Employer's Personnel, or any of their respective

	agents, and (b) damage to or loss of any property, real or personal (other than the Works), to the extent that such damage or loss arises out of or in the course of or by reason of the Contractor's design (if any), the execution and completion of the Works and the remedying of any defects, unless and to the extent that any such damage or loss is attributable to any negligence, wilful act or breach of the Contract by the Employer, the Employer's Personnel, their respective agents, or anyone directly or indirectly employed by any of them.
17.2 CONTRACTOR'S CARE OF THE WORKS	The Contractor shall take full responsibility for the care of the Works and Goods from the Commencement Date until the Taking-Over Certificate is issued (or is deemed to be issued under Sub-Clause 10.1 [Taking Over of the Works and Sections]) for the Works, when responsibility for the care of the Works shall pass to the Employer. If any loss or damage happens to the Works, Goods or Contractor's Documents during the period when the Contractor is responsible for their care, from any cause not listed in Sub-Clause 17.3 [Employer's Risks], the Contractor shall rectify the loss or damage at the Contractor's risk and cost, so that the Works, Goods and Contractor's Documents conform with the Contract. The Contractor shall be liable for any loss or damage caused by any actions performed by the Contractor after a Taking-Over Certificate has been issued. The Contractor shall also be liable for any loss or damage which occurs after a Taking-Over Certificate has been issued and which arose from a previous event for which the Contractor was liable.
17.3 EMPLOYER'S RISKS	The risks referred to in Sub-Clause 17.4 [Consequences of Employer's Risks] below, insofar as they directly affect the execution of the Works in the Country, are: (a) war, hostilities (whether war be declared or not), invasion, act of foreign enemies, (b) rebellion, terrorism, sabotage by persons other than the Contractor's Personnel, revolution, insurrection, military or usurped

	power, or civil war, within the Country, (c) riot, commotion or disorder within the Country by persons other than the Contractor's Personnel, (d) any operation of the forces of nature which is Unforeseeable or against which an experienced contractor could not reasonably have been expected to have taken adequate preventive precautions.
17.4 CONSEQUENCES OF EMPLOYER'S RISKS	If and to the extent that any of the risks listed in Sub-Clause 17.3 above results in loss or damage to the Works, Goods or Contractor's Documents, the Contractor shall promptly give notice to the Engineer and shall rectify this loss or damage to the extent required by the Engineer. If the Contractor suffers delay and/or incurs Cost from rectifying this loss or damage, the Contractor shall give a further notice to the Engineer and shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to: (a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and (b) payment of any such Cost, which shall be included in the Contract Price. In the case of sub-paragraphs (f) and (g) of Sub-Clause 17.3 [Employer's Risks], Cost plus profit shall be payable. After receiving this further notice, the Engineer shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters.
17.5 INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS	In this Sub-Clause, "infringement" means an infringement (or alleged infringement) of any patent, registered design, copyright, trade mark, trade name, trade secret or other intellectual or industrial property right relating to the Works; and "claim" means a claim (or proceedings pursuing a claim) alleging an infringement. The Contractor shall indemnify and hold the Employer harmless against and from any other claim which arises out of or in relation to (i) the manufacture, use, sale or

	import of any Goods, or (ii) any design for which the Contractor is responsible. If a Party is entitled to be indemnified under this Sub-Clause, the indemnifying Party may (at its cost) conduct negotiations for the settlement of the claim, and any litigation or arbitration which may arise from it. The other Party shall, at the request and cost of the indemnifying Party, assist in contesting the claim. This other Party (and its Personnel) shall not make any admission which might be prejudicial to the indemnifying Party, unless the indemnifying Party failed to take over the conduct of any negotiations, litigation or arbitration upon being requested to do so by such other Party.
17.6 USE OF EMPLOYER'S ACCOMMODATION/FACILITIES	The Contractor shall take full responsibility for the care of the Employer provided accommodation and facilities, if any, as detailed in the Specification, from the respective dates of hand-over to the Contractor until cessation of occupation (where hand-over or cessation of occupation may take place after the date stated in the Taking-Over Certificate for the Works). If any loss or damage happens to any of the above items while the Contractor is responsible for their care arising from any cause whatsoever other than those for which the Employer is liable, the Contractor shall, at his own cost, rectify the loss or damage to the satisfaction of the Engineer.
18. INSURANCE	
18.1 INSURANCE FOR WORKS AND CONTRACTOR'S EQUIPMENT	Before the commencement of the work, the Contractor shall take and maintain insurances under this Sub-Clause: The Insurance (a) shall be in the joint names of the Parties, who shall be jointly entitled to receive payments from the insurers, payments being held or allocated to the Party actually bearing the costs of rectifying the loss or damage, (b) shall cover all loss and damage from any cause not listed in Sub-Clause 17.3 [Employer's Risks], (c) shall also cover, to the extent specifically required in the bidding documents of the Contract, loss or damage to a part of the Works which is attributable to the use or occupation by the Employer of another part of the Works, and

	loss or damage from the risks listed in sub-paragraphs (c), (g) and (h) of Sub-Clause 17.3 [Employer's Risks], excluding (in each case) risks which are not insurable at commercially reasonable terms. The Contractor should take Contractor's All Risk Insurance and Extensions on first loss basis: Policy to inter alias cover the following: • Contract works for entire Contract Value plus cost of Owner supplied material valid for the completion period and any extension thereof. • Earthquake, Civil commotion, riots, war and other disturbances. • Debris removal. • Extended Maintenance Cover till completion of Defects Liability Period and any extension thereof.
18.2 INSURANCE AGAINST INJURY TO PERSONS AND DAMAGE TO PROPERTY (THIRD PARTY)	The Contractor shall insure against any loss, damage, death or bodily injury which may occur to any physical property (except things insured under Sub-Clause 18.1 [Insurance for Works and Contractor's Equipment]) or to any person (except persons insured under Sub-Clause 18.3 [Insurance for Contractor's Personnel]), which may arise out of the Contractor's performance of the Contract and occurring before the issue of the Performance Certificate. This insurance shall be for a limit per occurrence of not less than the amount stated in the Contract Data, with no limit on the number of occurrences. If an amount is not stated in the Contract Data, this Sub-Clause shall not apply. Unless otherwise stated in the Special Conditions of Contract, the insurances specified in this Sub-Clause: (a) shall be effected and maintained by the Contractor as insuring Party, (b) shall be in the joint names of the Parties, (c) shall be extended to cover liability for all loss and damage to the Employer's property (except things insured under Sub-Clause 18.1) arising out of the Contractor's performance of the Contract,

	and (d) may however exclude liability to the extent that it arises from: (i) the Employer's right to have the Permanent Works executed on, over, under, in or through any land, and to occupy this land for the Permanent Works, (ii) damage which is an unavoidable result of the Contractor's obligations to execute the Works and remedy any defects, and (iii) a cause listed in Sub-Clause 17.3 [Employer's Risks], except to the extent that cover is available at commercially reasonable terms.
18.3 INSURANCE FOR CONTRACTOR'S PERSONNEL	The Contractor shall effect and maintain Workmen's Compensation Insurance/ equivalent insurance against liability for claims, damages, losses and expenses (including legal fees and expenses) arising from injury, sickness, disease or death of any person employed by the Contractor or any other of the Contractor's Personnel. The insurance shall cover the Employer and the Engineer against liability for claims, damages, losses and expenses (including legal fees and expenses) arising from injury, sickness, disease or death of any person employed by the Contractor or any other of the Contractor's Personnel, except that this insurance may exclude losses and claims to the extent that they arise from any act or neglect of the Employer or of the Employer's Personnel. The insurance shall be maintained in full force and effect during the whole time that these personnel are assisting in the execution of the Works. For a Subcontractor's employees, the insurance may be affected by the Subcontractor, but the Contractor shall be responsible for compliance with this Clause.
18.4 FAILURE TO INSURE	If the Contractor fails to comply with the terms of Sub clause 18, the Engineer may effect and / or keep current (but without obligation to do so) the insurance at the cost and expense of the Contractor and at two times the expenses incurred, deduct the expenses from any moneys that may be or become payable to the Contractor or may use his option, refuse payment

	of any certificate to the Contractor until the Contractor complies with this condition.
19. FORCE MAJEURE	
19.1 DEFINITION OF FORCE MAJEURE	In this Clause, "Force Majeure" means an exceptional event or circumstance: (a) which is beyond a Party's control, (b) which such Party could not reasonably have provided against before entering into the Contract, (c) which, having arisen, such Party could not reasonably have avoided or overcome, and (d) which is not substantially attributable to the other Party. Force Majeure may include, but is not limited to, exceptional events or circumstances of the kind listed below, so long as conditions (a) to (d) above are satisfied: (i) war, hostilities (whether war be declared or not), invasion, act of foreign enemies, (ii) rebellion, terrorism, sabotage by persons other than the Contractor's Personnel, revolution, insurrection, military or usurped power, or civil war, (iii) riot, commotion, disorder, strike or lockout by persons other than the Contractor's Personnel, (iv) munitions of war, explosive materials, ionising radiation or contamination by radio-activity, except as may be attributable to the Contractor's use of such munitions, explosives, radiation or radio-activity, and (v) natural catastrophes such as earthquake, hurricane, typhoon or volcanic activity.
19.2 NOTICE OF FORCE MAJEURE	If a Party is or will be prevented from performing its substantial obligations under the Contract by Force Majeure, then it shall give notice to the other Party of the event or circumstances constituting the Force Majeure and shall specify the obligations, the performance of which is or will be prevented. The

	notice shall be given within 14 days after the Party became aware, or should have become aware, of the relevant event or circumstance constituting Force Majeure. The Party shall, having given notice, be excused performance of its obligations for so long as such Force Majeure prevents it from performing them. Notwithstanding any other provision of this Clause, Force Majeure shall not apply to obligations of either Party to make payments to the other Party under the Contract.
19.3 DUTY TO MINIMIZE DELAY	Each Party shall at all times use all reasonable endeavours to minimise any delay in the performance of the Contract as a result of Force Majeure. A Party shall give notice to the other Party when it ceases to be affected by the Force Majeure.
19.4 CONSEQUENCES OF FORCE MAJEURE	If the Contractor is prevented from performing his substantial obligations under the Contract by Force Majeure of which notice has been given under Sub-Clause 19.2 [Notice of Force Majeure], and suffers delay and/or incurs Cost by reason of such Force Majeure, the Contractor shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to: (a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and (b) if the event or circumstance is of the kind described in sub-paragraphs (i) to (iv) of Sub-Clause 19.1 [Definition of Force Majeure] and, in sub-paragraphs (ii) to (iv), occurs in the Country, payment of any such Cost, including the costs of rectifying or replacing the Works and/or Goods damaged or destroyed by Force Majeure, to the extent they are not indemnified through the insurance policy referred to in Sub-Clause 18.1 [Insurance for Works and Contractor's Equipment]. After receiving this notice, the Engineer shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters.

19.5 FORCE MAJEURE AFFECTING SUBCONTRACTOR	If any Subcontractor is entitled under any contract or agreement relating to the Works to relief from force majeure on terms additional to or broader than those specified in this Clause, such additional or broader force majeure events or circumstances shall not excuse the Contractor's non-performance or entitle him to relief under this Clause.
19.6 OPTIONAL TERMINATION, PAYMENT AND RELEASE	If the execution of substantially all the Works in progress is prevented for a continuous period of 84 days by reason of Force Majeure of which notice has been given under Sub-Clause 19.2 [Notice of Force Majeure], or for multiple periods which total more than 140 days due to the same notified Force Majeure, then either Party may give to the other Party a notice of termination of the Contract. In this event, the termination shall take effect 7 days after the notice is given, and the Contractor shall proceed in accordance with Sub-Clause 16.3 [Cessation of Work and Removal of Contractor's Equipment]. Upon such termination, the Engineer shall determine the value of the work done and issue a Payment Certificate which shall include: (a) the amounts payable for any work carried out for which a price is stated in the Contract; (b) the Cost of Plant and Materials ordered for the Works which have been delivered to the Contractor, or of which the Contractor is liable to accept delivery: this Plant and Materials shall become the property of (and be at the risk of) the Employer when paid for by the Employer, and the Contractor shall place the same at the Employer's disposal; (c) other Cost or liabilities which in the circumstances were reasonably and necessarily incurred by the Contractor in the expectation of completing the Works.
19.7 RELEASE FROM PERFORMANCE	Notwithstanding any other provision of this Clause, if any event or circumstance outside the control of the Parties (including, but not limited to, Force Majeure) arises which makes it impossible or unlawful for either or both Parties to fulfil its or their contractual obligations or which, under the law governing the Contract, entitles the Parties to be

	released from further performance of the Contract, then upon notice by either Party to the other Party of such event or circumstance: (a) the Parties shall be discharged from further performance, without prejudice to the rights of either Party in respect of any previous breach of the Contract, and (b) the sum payable by the Employer to the Contractor shall be the same as would have been payable under Sub-Clause 19.6 [Optional Termination, Payment and Release] if the Contract had been terminated under Sub-Clause 19.6.
20. CLAIMS, DISPUTES AND ARBITRATION	
20.1 CONTRACTOR'S CLAIMS	If the Contractor considers himself to be entitled to any extension of the Time for Completion under any Clause of these Conditions or otherwise in connection with the Contract, the Contractor shall give notice to the Engineer, describing the event or circumstance giving rise to the claim. The notice shall be given as soon as practicable, and not later than 28 days after the Contractor became aware, or should have become aware, of the event or circumstance. If the Contractor fails to give notice of a claim within such period of 28 days, the Time for Completion shall not be extended. The Contractor shall also submit any other notices which are required by the Contract, and supporting particulars for the extension all as relevant to such event or circumstance. The Contractor shall keep such contemporary records as may be necessary to substantiate any claim, either on the Site or at another location acceptable to the Engineer. Without admitting the Employer's liability, the Engineer may, after receiving any notice under this Sub-Clause, monitor the record-keeping and/or instruct the Contractor to keep further contemporary records. The Contractor shall permit the Engineer to inspect all these records, and shall (if instructed) submit copies to the Engineer.
20.2 APPOINTMENT OF THE	The Adjudicator shall be appointed jointly by the Employer

ADJUDICATOR	and the Contractor, at the time of the Employer's issuance of the Letter of Acceptance. If, in the Letter of Acceptance, the Employer does not agree on the appointment of the Adjudicator, the Employer will request the Appointing Authority designated in the **SCC**, to appoint the Adjudicator within 14 days of receipt of such request. Should the Adjudicator resign or die, or should the Employer and the Contractor agree that the Adjudicator is not functioning in accordance with the provisions of the Contract, a new Adjudicator shall be jointly appointed by the Employer and the Implementing Agency. In case of disagreement between the Employer and the Contractor, within 30 days, the Adjudicator shall be designated by the Appointing Authority at the request of either party, within 14 days of receipt of such request.
20.3 PROCEDURE FOR DISPUTES	If the Contractor believes that a decision taken by the Engineer was either outside the authority given to the Engineer by the Contract or that the decision was wrongly taken, the decision shall be referred to the Adjudicator within 14 days of the notification of the Engineer's decision. The Adjudicator shall give a decision in writing within 28 days of receipt of a notification of a dispute. The Adjudicator shall be paid by the hour at the rate specified in the S**CC,** together with reimbursable expenses of the types specified in the S**CC**, and the cost shall be divided equally between the Employer and the Contractor, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within 28 days of the Adjudicator's written decision. If neither party refers the dispute to arbitration within the above 28 days, the Adjudicator's decision shall be final and binding. The arbitration shall be conducted in accordance with the arbitration procedures published by the institution named and in the place specified in the **SCC.**
20.4 VOID	
20.5 ARBITRATION	Any dispute between the Parties arising out of or in connection with the Contract not settled amicably in accordance with Sub-Clause 20.5 above and in respect of which the Adjudicator's decision (if any) has not become final and binding shall be finally settled by arbitration. Arbitration shall be conducted in accordance with **The Arbitration and Conciliation Act, 1996**

	The place of arbitration shall be Kakinada as specified in the Contract Data; and the arbitration shall be conducted in the language for communications defined in Sub-Clause 1.4 [Law and Language]. The arbitrators shall have full power to open up, review and revise any certificate, determination, instruction, opinion or valuation of the Engineer, and any decision of the Adjudicator relevant to the dispute. Nothing shall disqualify representatives of the Parties and the Engineer from being called as a witness and giving evidence before the arbitrators on any matter whatsoever relevant to the dispute.
20.6 VOID	
20.7 VOID	

Section VII - Special Conditions of Contract

The following Special Conditions of Contract shall supplement the GC. Whenever there is a conflict, the provisions herein shall prevail over those in the GC.

Part A - Contract Data

Sub-Clause	Conditions	Data
1.1.2.2 & 1.3	**Employer's name and address**	**Managing Director** Kakinada Smart City Corporation Limited KSCCL, D.no 2-33-10, Peketivari street, Perrajupeta,, Kakinada, 533001, AP, India
1.1.2.4 & 1.3	**Engineer's name and address**	**Project Manager** Kakinada Smart City Corporation Limited KSCCL, D.no 2-33-10, Peketivari street, Perrajupeta,, Kakinada, 533001, AP, India
1.1.5.6	**Sections**	*Sections Not allowed.*
1.6	**Time for the Parties entering into a Contract Agreement**	The successful bidder(s) shall execute an agreement/contract for the fulfilment of the contract on Rs.100/- non judicial stamp paper in the format enclosed, within 10 days (ten days) from the date of issuance of Letter on Award to the successful bidder. The successful Bidder shall have to submit Letter of Acceptance within 04(four days) working days, from the date of issuance of Letter of Award (LoA). The successful bidder shall complete all the formalities including depositing performance guarantee equivalent to 5% of cost quoted by the bidder to enter into the contract agreement. After the receipt of the PBG the Employer will enter into agreement with the Contractor and Issue a Work Order within 3 working days from entering into the contract agreement duly indicating the commencement date. The incidental expenses of execution of agreement/contract shall be borne by the successful bidder.
3.1(b)(ii)	**Engineer's Duties and Authority**	Any Variations resulting in an increase of the Accepted Contract Amount in excess of Contract Price shall require approval of the Employer.
4.2	**Performance Security**	**Rs 20.00 Lakhs** will be the performance security (PBG) in the form of a Bank Guarantee from a Nationalized / Scheduled / commercial bank issued in favour of Kakinada Smart City Corporation Limited as per format given in Section VIII. The PBG

Sub-Clause	Conditions	Data
		will be returned back after the successful completion of the project including the defect liability period.
4.19	**Electricity and water**	The Contractor has to make its own arrangement for electricity and water during the construction phase. The Contractor can drill bore wells of required depth for water supply and connect it to the pipe line for water supply which was included in the BoQ
6.5	**Normal working hours**	9:00 AM to 6:00 PM
7.A	**Designs by the Employer**	Employer shall give all the required Good for Construction drawings within 15 days from the commencement of the Contract.
7.3	**Inspection**	All works are to be executed in conformity to the relevant BIS Code of Practice. PMC will inspect for quality control as per the latest relevant BIS/ IS code. This clause supersedes any other codes specified earlier in the document.
8.1	**Commencement of Works**	The Commencement date of the work will be the date of issue of the signing of the Concession Agreement.
8.2	**Time for Completion**	2 (Two) Years
8.5	**Delay damages for the Works**	Delay damages for the works/ Liquidated damages will be applicable as per table given at the end of this section Part A- Contract Data.
8.5	**Maximum amount of delay damages**	Equal to the PBG
11	**Defects Liability Period**	NIL
18.2	**Minimum amount of third party insurance**	As per the prevailing rules of AP Govt.

Sub-Clause	Conditions	Data
20.2	**The Adjudicator shall be**	The Adjudicator proposed by the Employer is***: Chairman Institution of Engineer (India) Kakinada***. The hourly fee for this proposed Adjudicator shall be: Rs 1000/-**.** The biographical data of the proposed Adjudicator is as follows: Engineering professional, with more than 20 years' experience with post graduate degree in Engineering.

Table: Payment, Time lines and Charges for Delay for the work- Applicable (as per financial bid part – 1)

Bio-mining will be considered independent unit and mile stone will be considered accordingly.

Section Name/Description (Sub-Clause 1.1.5.6)	**Time for Completion (Sub-Clause 1.1.3.3)**	**Damages for Delay (Sub-Clause 8.7)**
Milestone 1 Completion of 15% of the volume of work.	1/4 time of completion	Rs. 5,000/- per week for the balance work to be done to achieve the milestone in the PBG amount.
Milestone 2 Completion of 50% of the volume of work.	2/4 time of completion	Rs. 5,000/- per week for the balance work to be done to achieve the milestone in the PBG amount.
Milestone 3 Completion of 75% of the volume of work.	3/4 time of completion	Rs. 5,000/- per week for the balance work to be done to achieve the milestone in the PBG amount.
Milestone 4 Completion of 100% of the volume of work.	2 Years (Time for completion of the work)	Rs. 5,000/- per week for the balance work to be done to achieve the milestone in the PBG amount.

Part B - Specific Provisions

There are no specific provisions of contract pertaining to the work for which the bid is called for.

Section VIII- Contract Forms

Table of Forms

a. **Contract Form** **134**

b. **Performance Bank Guarantee Format** **137**

c. **Proforma for Non Blacklisting** **139**

a. Contract Form

THIS AGREEMENT made the ……..Day of …… 2016…….. Between …….. Kakinada Smart City Corporation Limited (hereinafter called "the Employer"/ OR "KSCCL") having its registered/ principal office at _____ (India) which expression shall mean and include, unless repugnant to the context, its successor; and permitted assigns of the one part

AND

…… (Name of Successful bidder) (hereinafter called "the contractor"/ "Successful Bidder") having its registered/ principal office at _____ and which expression shall mean and include unless repugnant to the context, its successor; and permitted assigns,

WHEREAS the KSCCL has invited bids for _____ and whereas the Successful Bidder desirous of undertaking the works has bid and KSCCL has accepted the bid for execution of works for a sum of _____ (contract price) (hereinafter called "the Contract Price")

NOW THEREFORE, IT IS HEREBY AGREED BY AND BETWEEN THE KSCCL AND THE SUCCESSFUL BIDDER AS FOLLOWS:

1. In this agreement words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This agreement shall prevail over all other contract documents-
    a. The Concession Agreement
    b. Letter of Award
    c. Work Order
    d. Letter of Bid
    e. The Price Schedule submitted by the Bidders;
    f. The Scope of work
    g. Special Conditions of Contract
    h. General Conditions of Contract
    i. Instructions to bidders
    j. KMC's Notification of Award

3. The Successful bidder shall be bound by the details furnished by him/her to the KSCCL while submitting the tender or at subsequent stage. Upon selection of the successful bidder, if at any stage, the document furnished by him/her is found to be false or the quality of the work/ services or rate are found of poor quality or different specifications, it would be deemed to be a breach of terms of contract, the contract shall be cancelled and Performance Security shall be stand forfeited.

4. The rate quoted by the selected Successful bidder, and as approved by the KSCCL, shall remain valid throughout the period of contract and the request to increase the rates for any or all items, during the period of contract, shall not be entertained at any stage.

5. In considerations of the payments to be made by the KSCCL to the Successful bidder as hereinafter mentioned, the Successful bidder hereby covenants with the KSCCL to provide the goods and services and to remedy defects there in conformity in all respects with the provisions of the contract.

6. The KSCCL hereby covenants to pay the Successful bidder in consideration of the provision of the goods and services and the remedying of defects therein, the contract price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

7. The Successful Bidder hereby agrees to deliver the works/ services as mentioned above within contract period of _____

8. That in the event of any dispute arising between the parties; the same shall be referred to the Adjudicator for reaching to a amicable solution. In case of failure to reach an agreement from Adjudicator shall be settled by arbitration.

THIS AGREEMENT will take effect from ……day of …….Two

Thousand Thirteen and shall be valid for three year.

IN WITNESS WHEREOF, both the parties KSCCL and the SUCCESSFUL BIDDER have entered, their respective common seals to be here unto affixed/ (or have unto set their respective hands and seals) into this Agreement as of _____ day of month _____ of 2017 here at Kakinada.

For and on behalf of the 'Successful Bidder/ Contractor' Signature of the authorized officer Name of the Officer By the Said ……Names on behalf of the "Authorized Signatory, of the firm / company " In the presence of Witness:…….. Name:…… Address:…… ……..	For and on behalf of the "Managing Director, KSCCL" Signature of the authorized officer Name of the Officer By the Said ……Names on behalf of the "Managing Director, KSCCL" In the presence of Witness: …….. Name: …… Address:…… …….

b. Performance Bank Guarantee Format

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution.)

1. In consideration of the Kakinada Smart City Corporation Limited, (hereinafter called 'KSCCL') having agreed to **M/s Firm name with address** (hereinafter called the said 'Successful bidder(s)') from the demand, under the terms and conditions of Agreement No. _____Dated _____ made between KSCCL **and M/s Firm name** for the **Name of work** (hereinafter called 'the said Agreement') of security deposit for the due fulfilment by the said Successful bidder(s) of the terms and conditions in the said Agreement on production of Bank Guarantee for Rs. _____ (Rupees _____ Only) we, **Bank name with address, (Indicate the name of Bank)** (hereinafter referred to as 'the bank') at the request of **M/s Firm name**, Successful bidder(s) do hereby undertake to pay to the Council an amount not exceeding of Rs. _____ (Rupees _____ Only) on demand by KSCCL.

2. We, Bank name, do hereby undertake to pay the amount due and payable under this guarantee without any demur, merely on a demand from the KSCCL stating that the amount claimed is required to meet the recoveries due or likely to be due from the said Successful bidder(s). Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____ (Rupees _____ Only).

3. We undertake to pay to the KSCCL any money so demanded notwithstanding any dispute or disputes raised by the Successful bidder(s) in any suit or proceedings pending before any court or Tribunal relating thereto, our liability under this present being, absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment hereunder and the Successful bidder(s) shall have no claim against us for making such payment.

4. We, Bank name with address, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the KSCCL under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till person-in-charge on behalf of the Council certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Successful bidder(s) and accordingly discharges this guarantee, or till 5 year & 6 months from the date of submission of bid whichever is earlier.

5. We, Bank name with address, further agree with the KSCCL that the Council shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Agreement or the extend time of performance by the said Successful bidder(s) from time to time or to postpone for any time or from time to time ant of the powers exercisable by the Council against the said Successful bidder(s) / Suppliers

and to forebear or enforce any of terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Successful bidder(s) / Suppliers or for any forbearance, act or omission on the part of the KSCCL or any indulgence be the KSCCL to the said Successful bidder(s) / Suppliers or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to change in the constitution of the bank or the Successful bidder(s).

7. We, Bank name with address, lastly undertake not to revoke this guarantee except with the previous consent of the KSCCL in writing.

8. This Guarantee shall be valid up to _____unless extended on demand to be made by the KSCCL. Notwithstanding anything mentioned above, Our liability against this guarantee is restricted to Rs. _____ (Rupees _____ Only) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee, all our liabilities under this guarantee, shall stand discharged.

Dated the _____day of _____ 20__

For _____

(Indicate name of Bank**)**

c. FORMAT FOR AFFIDAVIT CERTIFYING THAT

BIDDER/DIRECTORS(S) ARE NOT BLACKLISTED

(On Rs.100/- Stamp Paper)

Affidavit

I M/s. …… (Sole Applicant / Lead Member/ Other Member /s)), (the names and addresses of the registered office) hereby certify and confirm that we or any of our promoter/s / director/s are not barred or blacklisted by any state government or central government / department / agency/PSU in India or abroad from participating in Project/s, either individually or as member of a Consortium as on _____.

We further confirm that we are aware our Application for the captioned Project would be liable for rejection in case any material misrepresentation is made or discovered with regard to the requirements of this RFP at any stage of selection and/or thereafter during the Contract period.

Dated this ……..Day of ……., 201….

Name of the Applicant

…….

Signature of the Authorised Person

…….

Name of the Authorised Person

Note:

To be executed separately by all the Members in case of Consortium