

**[Insert Name of Executing Agency]**

## **Bid Document**

**For**

**Design, Development & Operation  
Maintenance of Integrated ABD *[Insert Name of area]*  
area comprising of Smart Roads, Water  
Supply, Sewerage System, Power Cabling,  
Utility Ducts and Storm Water Drainage *Insert or  
remove the component as per city's requirements] of [Insert Name of City]***

Bid No.:

(Following Single Stage Two Envelope Bidding Procedure)

**Issued on: [Insert date]**

**[Insert executing agency's authorized representative]**

**[Insert executing agency]**

**Cities are suggested to refer RFP document for Udaipur Integrated Infrastructure Project available on [smartnet.niua.org](http://smartnet.niua.org) for the technical specifications and other relevant information**

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Preamble to Bill of quantities

**Bill of Quantities**

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## Invitation for Bids (IFB)

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*[Insert executing agency's authorized representative]*  
*[Insert executing agency]*

### INVITATION FOR BIDS

**No:** *[Insert Bid no.]* **Date**      /      /201  

**Package Name:** Design, Development & Operation Maintenance of Integrated ABD *[Insert Name of area]* area comprising of Smart Roads, Water Supply, Sewerage System, Power Cabling, Utility Ducts and Storm Water Drainage *[Insert or remove the component as per city's requirements]* of *[Insert Name of City]*.

**Deadline for Bids:**      /      /201  

1. The *[Insert executing agency]* invites sealed bids from eligible bidders for the work of "Design, Development & Operation Maintenance of Integrated ABD *[Insert Name of area]* area comprising of Smart Roads, Water Supply, Sewerage System, Power Cabling, Utility Ducts and Storm Water Drainage *[Insert or remove the component as per city's requirements]* of *[Insert Name of City]*."
  2. To *be qualified under this* package, bidder should, as a minimum, meet the requirements as indicated in the 'Section III – Qualification Criteria' of the Bidding document.
  3. Interested Bidders may inspect the Bidding Document and obtain further information from office of the *[Insert executing agency's authorized representative]*, *[Insert executing agency]*, address below.
  4. The Bidding Document may be purchased by interested Bidders on submission of a written application to the *[Insert executing agency's authorized representative]*, *[Insert executing agency]*, at address below upon payment of a non-refundable fee of Indian Rupees *[insert amount in words]* - (Rs. *Insert amount in figure* only) starting from *[insert date]* to *[insert date]*. Those applicants, who desire to receive the document by courier shall have to pay Rs. 2000/- (Rupees Two thousand only) extra for delivery within India, or Rs.5,000/- (Rupees Five Thousand only) extra for delivery outside India. The method of payment will be through demand draft in favour of *[Insert executing agency's authorized representative]*, payable at *[Insert name of city]*, India. No liability will be accepted for loss or late delivery.
  5. The Bidding Document may also be downloaded from web site:     . In case the bidding document is downloaded, the document fee has to be paid along with the bid
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- in the method as prescribed above. The document fee shall be submitted in a separate instrument than that of Bid security.
6. Bids must be delivered at the address below at or before 1500 hrs on *[insert date]*. Technical bid must be accompanied by a Bid Security of INR *[insert bid security amounting figure]* millions. Late bids shall be rejected. Technical bids will be opened on the same day in the presence of the Bidders' representatives who choose to attend at the address below at 1530 hrs.
  7. The *[Insert executing agency]* will not be responsible for any costs or expenses incurred by Bidders in connection with the preparation or delivery of Bids.
  8. Pre-bid meeting with the bidders shall be held in office of *[Insert executing agency's authorized representative]*, address below at 1500 hrs on *[insert date]*. Bidders Interested in participating in the bids are advised to attend pre-bid meeting and visit site before submission of bid.

*[Insert: Signature, name, and title of Client's authorized representative]*

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

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## Section I. Instructions to Bidders (ITB)

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## A. GENERAL

### 1. Scope of Bid

1.1 The Employer, as defined in the **Bidding Data**, hereinafter “the Employer,” wishes to receive bids for the Works and Services identified in the **Bidding Data** for the **Integrated Infrastructure Project for Smart Roads along with** *[Water Supply, Sewerage System, Power Cabling, Utility Ducts, Roads, Storm Water Drainage and SCADA – Insert or remove the component as per city’s requirements]* **with Operation and Maintenance of whole system for a period of** *[Insert No. of Years] Years in the* *[Insert Name of area] of* *[Insert Name of City]*. The Contract will cover the service area of the distribution system indicated in the **Bidding Data** and consisting of:

**The Contractor shall undertake**

- (a) Detailed study, investigations, surveys and design of various infrastructures mentioned below in the service area. Specific study related to urban mobility and transport planning shall also be taken up as part of the scope. The study shall focus on overall service improvement as part of Design Phase as described in Bidding Data.
- (b) Works related to development of urban Roads, landscaping, streetscaping, pedestrian footpath, Junction improvement, Place making along the roads, beautification and street lighting, provision of smart street furniture, creating and developing basic conveniences along the roads. While designing and development special focus should be on specially abled persons. Work will also include Development and remodeling of existing/ new Storm Water Drainage system, identifying key areas where Solid waste is critical for effective maintenance of drainage system taking remedial during the contract period. Details shall be as described in Bidding Data.
- (c) Development of infrastructure for 24X7 Water Supply as described in Bidding Data, the work shall aim to provide 100% authorized connection in the entire area and reduce NRW by effective management of the system.
- (d) Development, Rehabilitation and Augmentation works for effective Sewerage System and aim to provide 100% sewerage connection in the area with effective management as described in Bidding Data.
- (e) To develop infrastructure for up-gradation and construction of power cable and distribution network, scope shall also include 100% undergrounding of cables in the areas described in Bidding Data.
- (f) feasibility and works to develop infrastructure for utility ducts on all important roads as decided by the SPV and as described in Bidding Data.
- (g) Works related to effective designing and implementation of Supervisory Control & Data Acquisition System (SCADA) for all basic infrastructure facilities and integrating the same with Command and control centres as described in Bidding Data.

1.2 The successful bidder will be expected to carry out the Works and Services during the period stated in the **Bidding Data**.



- 1.3 Throughout these bidding documents, the terms “bid”, “tender” and “proposal” and their derivatives (“bidder/tenderer”, “bid/tendered/proposed”, “bidding/tendering”, “bidding document/request for proposal”, etc.) are synonymous, and *day* means calendar day. . Words indicating the singular also include the plural and words indicating the plural also include the singular.
- 2. Source of Funds** 2.1 The project is being financed under the scheme and agency mentioned in **Bidding Data**.
- 3. Eligible Bidders** 3.1 This invitation to bid is open to any bidder (including all members of a joint venture and all subcontractors of a bidder) meeting all four of the following requirements:
- (a) A Bidder may be a natural person, private entity or any combination of such entities supported by a letter of intent to enter into an agreement or under an existing agreement in the form of a joint venture (JV). In the case of a JV:
    - i. unless otherwise specified in the BDS, all partners shall be jointly and severally liable, and
    - ii. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the partners of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution.
  - (b) A bidder shall not be affiliated with a firm or entity
    - (i) that has provided consulting services related to the Works to either the Employer or the Borrower during the preparatory stages of the Works or of the Project of which the Works form a part, or
    - (ii) That has been hired (or is proposed to be hired) by the Employer or Borrower as Project Manager (Engineer) for the contract.
  - (c) A bidder shall be Technically qualified for the contract as notified by the Employer.
  - (d) A bidder shall not be under a declaration of ineligibility for corrupt or fraudulent practices issued by the [Employer].
- 3.2 Bidders shall provide such evidence of their continued eligibility satisfactory to the Employer as the Employer shall reasonably request.
- 4.** Deleted
- 5. Qualification of the Bidder** 5.1 Bidders shall, as part of their bid:
- (a) submit a written power of attorney authorizing the signatory of the bid to commit the bidder; and
  - (b) deleted
- As a minimum, bidders shall update the following information:
- (a) evidence of access to lines of credit and availability of other financial resources;
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- (b) financial predictions for the current year and the two following years, including the effect of known commitments;
- (c) work commitments;
- (d) current litigation information; and
- (e) Availability of critical equipment.

5.2 Bids submitted by a joint venture of two or more firms as partners shall comply with the following requirements:

- (a) the bid shall include all the information listed in Sub-Clause 5.1 above;
- (b) the bid security, the bid, and in case of a successful bid, the Agreement, shall be signed so as to be legally binding on all partners;
- (c) one of the partners shall be nominated as being in charge, and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the partners;
- (d) the partner in charge shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the joint venture and the entire execution of the Contract, including payment, shall be done exclusively with the partner in charge;
- (e) all partners of the joint venture shall be liable jointly and severally for the execution of the Contract in accordance with the contract terms, and a statement to this effect shall be included in the authorization mentioned under (c) above, as well as in the bid and in the Agreement (in case of a successful bid); and
- (f) a copy of the Joint Venture Agreement entered into by all partners shall be submitted with the bid. Alternatively, a Letter of Intent to execute a Joint Venture Agreement in the event of a successful bid shall be signed by all partners and submitted with the bid, together with a copy of the proposed agreement.

5.3 Bidders shall also submit proposals of work methods and schedule in sufficient detail to demonstrate the adequacy of the bidders' proposals to meet the Technical Specifications and the completion time referred to in Sub-Clause 1.2 above.

## **6. One Bid per Bidder**

6.1 A firm shall submit only one bid in the same bidding process, either individually as a bidder or as a partner in a joint venture. No firm can be a subcontractor while submitting a bid individually or as a partner of a joint venture in the same bidding process. A firm, if acting in the capacity of subcontractor in any bid, may participate in more than one bid, but only in that capacity. A bidder who submits or participates in more than one bid will cause all the proposals in which the bidder has participated to be disqualified.

## **7. Cost of Bidding**

7.1 The bidder shall bear all costs associated with the preparation and submission of his bid, and the Employer will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

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- 8. Site Visit**
- 8.1 The bidder is encouraged to visit and examine the areas in which the services of this contract shall be carried out 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 the services to be provided under the contract. The costs of visiting the Site shall be at the bidder's own expense.
- 8.2 In addition to that, a brief official site visit will take place on the date specified in the Bidding Data.

## **B. BIDDING DOCUMENTS**

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- 9. Content of Bidding Documents**
- 9.1 The bidding documents are those stated below and should be read in conjunction with any Addenda issued in accordance with Clause 11:
- Technical bid - Volume 1**
- Section 0. Invitation for Bids
- Section I. Instructions to Bidders
- Section II. Bidding Data
- Section III. Qualification Criteria
- Section IV. General Conditions of Contract
- Section V. Special Conditions of Contract/Contract Data
- Section VI. Technical Specifications and Employer's Requirements
- Section VII. Form of Bid
- Section VIII. Form of Agreement, Forms of Performance Security, and Bank Guarantee for Advance Payment
- Section IX. Drawings
- Price Bid - Volume 2**
- Bill of Quantities**
- 10. Clarification of Bidding Documents**
- 10.1 A prospective bidder requiring any clarification of the bidding documents may notify the Employer in writing (hereinafter, the term "in writing" is deemed to include email and facsimile) at the Employer's address indicated in the **Bidding Data**. The Employer will respond to any request for clarification that he receives before or at the day of the pre-bid meeting within 10 working days. Copies of the Employer's response will be forwarded to all purchasers of the bidding documents, including a description of the inquiry but without identifying its source.
- 11. Amendment of Bidding Documents**
- 11.1 At any time prior to the deadline for submission of bids, the Employer may amend the bidding documents by issuing Addenda.
- 11.2 Any Addendum thus issued shall be part of the bidding documents pursuant to Sub-Clause 9.1 and shall be communicated in writing to all purchasers of the bidding documents. Prospective bidders shall promptly acknowledge receipt of each Addendum in writing to the Employer.
- 11.3 To give prospective bidders reasonable time in which to take an Addendum into account in preparing their bids, the Employer shall extend as necessary the deadline for submission of bids, in accordance with Clause 22.
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## C. PREPARATION OF BIDS

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- 12. Language of Bid** 12.1 The bid, and all correspondence and documents related to the bid exchanged by the bidder and the Employer, shall be written in the bid language stipulated in the Bidding Data and Conditions of Particular Application. Supporting documents and printed literature furnished by the bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the above stated language, in which case, for purposes of interpretation of the bid, the translation shall prevail.
- 13. Documents Comprising the Bid** 13.1 The bid submitted by the bidder shall comprise the following:
- (a) the Technical bid which contains the following parts in the following order:
    - (i) Letter of Technical Bid
    - (ii) Part I - the information required by Clause 13.2;
    - (iii) Part II - the Bid Security;
    - (iv) Part III - where applicable, the joint venture documents required by Clause 13.3;
    - (v) Part IV - a written power of attorney demonstrating the authority of the person or persons signing the Proposal to bind the Bidder;
    - (vi) Part V - optional, separately bound pre-printed literature; and
  - (b) the Financial Bid which consists of
    - (i) Letter of price Bid
    - (ii) the duly filled-in Form of Bid;
    - (iii) the Appendix to Bid; and
    - (iv) the priced Bill of Quantities
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- 13.2 Part I of the Technical bid shall consist of the following sub-parts in the following order:
- (i) a detailed "Methodology" setting out the manner in which the Bidder proposes to carry out the Works and Services;
  - (ii) a detailed work plan and time schedule for all Works and Services;
  - (iii) a concept for transfer of technology and training of the Employer's staff during the last year of the contract
  - (iv) supporting documentation and technical specifications of all materials and equipment specified in Part F of the Technical Specifications
  - (v) a detailed "Staffing Plan" setting out the Bidder's proposed staffing arrangements;
  - (vi) a description of how the Bidder will work with local contractor(s)
  - (vii) a table entitled "Summary of Staff Qualification" setting out all proposed positions for Key Staff and the qualifications, years of experience and areas of expertise for each of the proposed positions;
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- (viii) a section entitled “Curriculum Vitae” which contains the signed curriculum vitae for each of the Key Staff; and
- (ix) optional: any other information that may be required
- 13.3 Each Joint Venture Bidder shall submit, as Part III of the Technical Bid, a written commitment, in the form of a letter duly executed by an authorized officer of each joint venture participant, which,
- (a) confirms each joint venture participant’s commitment to the joint venture and acceptance of the joint venture arrangements described in the Proposal;
  - (b) confirms each joint venture participant’s willingness to provide a joint and several guarantee to the Client to underwrite the performance of the joint venture in respect of the Contract; and
  - (c) identifies which joint venture participant,
    - (i) will assume the leading role on behalf of the other joint venture participants; and
    - (ii) will have the authority to commit all joint venture participants
- 13.4 If so indicated in the **Bidding Data**, bidders bidding for this contract, together with other contracts to form a package, will so indicate in the bid, together with any discounts offered for the award of more than one contract.
- 14. Bid Prices**
- 14.1 Entire works and services for **Integrated Infrastructure Project for Smart Roads along with** *[Water Supply, Sewerage System, Power Cabling, Utility Ducts, Roads, Storm Water Drainage and SCADA – Insert or remove the component as per city’s requirements]* **with Operation and Maintenance of whole system for a period of** *[Insert No. of Years]* **Years in the** *[Insert Name of area] of [Insert Name of City]* as described in Clause 1.1 shall be based on a Fixed and Performance Fee All services are paid for each item of work specified as per the unit rates in the BoQ.
- 14.2 All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date 28 days prior to the deadline for submission of bids, shall be included in the rates and prices and the total Bid Price submitted by the bidder.
- 14.3 Except if the **Bidding Data** defines the contrary, the prices quoted by the bidder are subject to adjustment during the performance of the Contract in accordance with the provisions of the Conditions of Contract. The bidder shall furnish the indices and weightings for the price adjustment formulae in the Appendix to Bid, and shall submit with its bid such other supporting information as required under the Conditions of Contract. The Employer may require the bidder to justify its proposed weightings.
- 15. Currencies of Bid and Payment**
- 15.1 The currency of the bid and payment shall be as specified in the **Bidding Data**.
- 16. Bid Validity**
- 16.1 Bids shall remain valid for the period stipulated in the **Bidding Data** after

the deadline for bid submission as specified in Clause 22.

- 16.2 In exceptional circumstances, prior to expiry of the original bid validity period, the Employer may request that the bidders extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing. A bidder may refuse the request without forfeiting its bid security. A bidder agreeing to the request will not be required or permitted to modify its bid, but will be required to extend the validity of its bid security for the period of the extension and in compliance with Clause 17 in all respects.

## 17. Bid Security

- 17.1 If required in the **Bidding Data**, the bidder shall furnish, as part of its bid, a Bid Securing Declaration or a bid security in the amount stipulated in the **Bidding Data** in the currency of the Employer's country, or the equivalent amount in a freely convertible currency.

- 17.2 If required the bid security shall:

- (a) at the bidder's option, be in the form of either a letter of credit, or a bank guarantee from a banking institution, or a bond issued by an insurance or bonding institution;
- (b) Deleted
- (c) be substantially in accordance with one of the forms of bid security included in Section VII or other form approved by the Employer prior to bid submission;
- (d) be payable promptly upon written demand by the employer in case any of the conditions listed in Sub-Clause 17.7 are invoked;
- (e) be submitted in its original form; copies will not be accepted;
- (f) remain valid for a period of 28 days beyond the original validity period of bids, or beyond any period of extension subsequently requested under Sub-Clause 16.2.

- 17.3 The bid security of a joint venture shall be issued so as to commit fully all partners to the proposed joint venture.

- 17.4 Any bid not accompanied by an acceptable bid security shall be rejected by the Employer as nonresponsive.

- 17.5 The bid securities of unsuccessful bidders will be returned as promptly as possible, but not later than 28 days after the expiration of the original period, or any subsequently extended period, of bid validity.

- 17.6 The bid security of the successful bidder will be returned when the bidder has signed the Agreement and furnished the required performance security.

- 17.7 The bid security may be forfeited

- (a) if the bidder withdraws its bid, except as provided in Sub-Clause 24.2; or
- (b) in the case of a successful bidder, if he fails within the specified time limit to
  - (i) sign the Agreement, or
  - (ii) furnish the required performance security.

## 18. Alternative Proposals by Bidders

- 18.1 Bidders shall prepare their bids in accordance with the bidding document. Alternative proposals shall not be considered during bid evaluation, except if so indicated in the Bidding Data.

- 19. Pre-Bid Meeting**
- 19.1 The bidder's designated representative is invited to attend a pre-bid meeting, which will take place at the venue and time stipulated in the Bidding Data, but in any case at least 28 days before the bid submission date.
- 19.2 The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 19.3 The bidder is requested, as far as possible, to submit any questions in writing, to reach the Employer not later than one week before the meeting. It may not be practicable at the meeting to answer questions received late, but questions and responses will be transmitted in accordance with the following sub-clause.
- 19.4 Minutes of the meeting, including the text of the questions raised and the responses given, together with any responses prepared after the meeting, will be transmitted without delay to all purchasers of the bidding documents. Any modification of the bidding documents listed in Sub-Clause 9.1 that may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to Clause 11 and not through the minutes of the pre-bid meeting.
- 19.5 Nonattendance at the pre-bid meeting will not be a cause for disqualification of a bidder.
- 20. Format and Signing of Bid**
- 20.1 The bidder shall prepare one original of the documents comprising the bid as described in Clause 13 of these Instructions to Bidders clearly marked "original." In addition, the bidder shall submit copies of the bid, in the number specified in the Bidding Data and clearly marked "copies." In the event of discrepancy between them, the original shall prevail.
- 20.2 The original of the bid shall be computer printed, typed or written in indelible ink and shall be signed and initialed by a person or persons duly authorized to sign on behalf of the bidder, pursuant to Sub Clause 5.1 (a) or 5.2 (c), as the case may be except for un-amended printed literature.
- 20.3 The bid shall contain no alterations, omissions, or additions, unless such corrections are initialed by the person or persons signing the bid.
- 20.4 The bidder shall furnish information as described in Clause 7 of the Form of Bid on commissions or gratuities, if any, paid or to be paid to agents relating to this Bid, and to contract execution if the bidder is awarded the Contract.

## **D. SUBMISSION OF BIDS**

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- 21. Sealing and Marking of Bids**
- 21.1 The Bidder shall:
- (a) seal the original of the Technical bid in an envelope or package labeled, "Technical bid – Original" (the "Technical bid Envelope") and indicate the name and address of the bidder
  - (b) seal the original of the Financial Bid in an envelope labeled with the name of the Bidder and the words, "Financial Bid – Original" (the "Financial Bid Envelope") and indicate the name and address of the bidder
  - (c) Place the sealed Technical bid Envelope and the sealed
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Financial Bid Envelope in a third envelope or package (the “Outer Envelope”) as cross-referenced to 21.3.

21.2 The Bidder shall:

- (a) seal the copies of the Technical bid in an envelope or package labeled, “Technical bid – Copy” (the “Technical bid Copy”) and indicate the name and address of the bidder
- (b) seal the copies of the Financial Bid in an envelope labeled with the name of the Bidder and the words, “Financial Bid – Copy” (the “Financial Bid Copy”) and indicate the name and address of the bidder
- (c) with respect to each copy of the Proposal, place one sealed envelope or package containing one of the copies of the Technical Section and one sealed envelope containing one of the copies of the Financial Section in an outer envelope or package labeled, “Copy # \_\_\_\_ – Proposal Documents –name and identification number of the Contract as defined in the Bidding Data”, with each copy given its own specific number from one to the number specified in the **Bidding Data**.

21.3 All outer envelopes mentioned above must

- (a) be addressed to the Employer at the address provided in the Bidding Data;
- (b) bear the name and identification number of the Contract as defined in the Bidding Data; and
- (c) Provide a warning not to open before the time and date for bid opening as defined in Clause 25.1.

If any of the outer envelopes is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the bid. If the outer envelopes disclose the bidder’s identity, the Employer will not guarantee the anonymity of the bid submission, but this shall not constitute grounds for rejection of the bid.

**22. Deadline for Submission of Bids**

22.1 Bids must be received by the Employer at the address specified in Sub-Clause 21.2 no later than the time and date stipulated in the Bidding Data. When so specified in the Bidding Data, bidders shall have the option of submitting their bids electronically. Bidders submitting bids electronically shall follow the electronic bid submission procedures specified in the Bidding Data.

22.2 The Employer may, in exceptional circumstances and at its discretion, extend the deadline for submission of bids by issuing an Addendum in accordance with Clause 11, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.

**23. Late Bids**

23.1 Any bid received by the Employer after the deadline for submission of bids prescribed in Clause 22 will be returned unopened to the bidder.

**24. Modification and Withdrawal of Bids**

24.1 The bidder may modify or withdraw its bid after bid submission, provided that written notice of the modification or withdrawal is received by the Employer prior to the deadline for submission of bids.



- 24.2 The bidder's modification or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with the provisions of Clause 21, with the outer and inner envelopes additionally marked "modification" or "withdrawal," as appropriate.
- 24.3 No bid may be modified by the bidder after the deadline for submission of bids.
- 24.4 Withdrawal of a bid during the interval between the deadline for submission of bids and expiration of the period of bid validity specified in Clause 16 may result in the forfeiture of the bid security pursuant to Sub-Clause 17.6.

## **E. BID OPENING AND EVALUATION**

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### **25. Bid Opening - Technical bids**

- 25.1 The Employer will open the Technical bids Envelopes, including withdrawals and modifications made pursuant to Clause 24, in the presence of bidders' designated representatives who choose to attend, at the time, date, and location stipulated in the **Bidding Data**. The bidders' representatives who are present shall sign a register evidencing their attendance.
- 25.2 Envelopes marked "WITHDRAWAL" shall be opened first, and the name of the bidder shall be read out. Bids for which an acceptable notice of withdrawal has been submitted pursuant to Clause 24 shall not be opened. Subsequently, all Technical bid Envelopes marked "MODIFICATION" shall be opened and the submissions therein read out in appropriate detail.
- 25.3 The Employer shall announce the Bidders' names at the opening of the Technical bid Envelopes as well as whether the Bid Security is contained in the Bidder's Technical I Bid. The Financial Bid Envelopes of all Proposals shall remain sealed until all Financial Section Envelopes are opened in accordance with Clause 26. No bid shall be rejected at bid-opening except for late bids pursuant to Clause 23.
- 25.4 The Employer shall prepare minutes of the bid opening, including the information disclosed to those present in accordance with Sub-Clause 25.3.
- 25.5 Bids not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances.

### **26. Bid Opening - Financial Proposals**

- 26.1 The Employer shall determine a date and time after the evaluation of the Technical Sections when the Employer shall open the Financial Section Envelopes of the Substantially Responsive Bidders and shall,
- (a) notify the Bidders of the date and time of the opening of the Financial Bid Envelopes;
  - (b) carry out the opening of the Financial Bid Envelopes, including any modifications thereof, of the Qualified Bidders and the announcement of the Qualified Bidders' names and quoted prices in the presence of the Bidder's representatives who choose to attend the opening; and
  - (c) Return the unopened Financial Bid Envelopes, including any
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modifications thereof, of the Bidders who failed to comply with the technical requirements.

26.2 Bidders' representatives who attend the opening of the Financial Bid Envelopes shall sign a register to record their attendance.

26.3 The Employer shall prepare minutes of the bid opening, including the information disclosed to those present in accordance with Sub-Clause 26.1 (b).

**27. Process to be Confidential**

27.1 Information relating to the examination, clarification, evaluation, and comparison of bids, and recommendations for the award of a contract, shall not be disclosed to bidders or any other persons not officially concerned with such process until the award to the successful bidder has been announced. Any effort by a bidder to influence the Employer's processing of bids or award decisions may result in the rejection of the bidder's bid.

**28. Clarification of Bids and Contacting the Employer**

28.1 To assist in the examination, evaluation, and comparison of bids, the Employer may, at its discretion, ask any bidder for clarification of its bid. The request for clarification and the response shall be in writing, but no change in the price or substance of the bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the bids in accordance with Clause 30.

28.2 From the time of bid opening to the time of Contract award, if any bidder wishes to contact the Employer on any matter related to the bid, it should do so in writing.

28.3 Any effort by the bidder to influence the Employer in the Employer's bid evaluation, bid comparison, or Contract award decisions may result in the rejection of the bidder's bid.

**29. Evaluation of Technical bids**

29.1 The Employer will evaluate the Technical bids received prior to the Submission Deadline and opened in accordance with Clause 25 in accordance with the following process:

- (a) prior to the detailed evaluation of bids, the Employer will determine whether each Technical bid (a) meets the eligibility criteria of the Bank; (b) has been properly signed; (c) is accompanied by the required securities;
- (b) the Employer will examine each Technical bid submitted to determine whether the Technical bid is complete and Substantially Responsive to the Bidding Documents;
- (c) the Employer will evaluate the Technical bids based on the evaluation criteria provided in the Bidding Data. The use of other criteria shall not be permitted. The Employer reserves the right to waive minor deviations in the evaluation criteria if they do not materially affect the successful implementation of the contract. The Technical bids that have met the evaluation criteria will be considered as Substantially Responsive Bidders.

29.2 A substantially responsive bid is one that conforms to all the terms, conditions, and specifications of the bidding documents without material

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deviation or reservation. A material deviation or reservation is one (a) that affects in any substantial way the scope, quality, or performance of the Works and Services; (b) that limits in any substantial way, inconsistent with the bidding documents, the Employer's rights or the bidder's obligations under the contract; or (c) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

29.3 If a bid is not substantially responsive, it will not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation and will not be considered for evaluation further.

29.4 Only Technical bids that pass all evaluation criteria shall be determined as "substantially responsive bids" and be considered for financial evaluation.

29.5 Technical bids failing to meet the evaluation criteria shall not be considered further in the evaluation process and their financial proposals shall be returned unopened.

### **30. Correction of Errors**

30.1 The Employer shall open the Financial Proposals of the Substantially Responsive Bidders in accordance with Clause 26. The Employer shall examine each such Financial Bid to determine whether it is complete and responsive to the Bidding Documents.

30.2 Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:

- (a) where there is a discrepancy between the amounts in figures and in words, the amount in words will govern; and
- (b) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern, unless in the opinion of the Employer there is an obviously gross misplacement of the decimal point in the unit rate, in which case the line item total as quoted will govern and the unit rate will be corrected.

30.3 The amount stated in the bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the bidder, shall be considered as binding upon the bidder. If the bidder does not accept the corrected amount of bid, its bid will be rejected, and the bid security may be forfeited in accordance with sub clause 17.7 (b).

### **31.**

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### **32. Evaluation and Comparison of Bids**

32.1 The Employer will evaluate and compare only the bids determined to be substantially responsive in accordance with Clause 30.1.

32.2 In evaluating the bids, the Employer will adjust the Bid Price of each bid as follows:

- (a) making any correction for errors pursuant to Clause 30;
- (b) converting the amount resulting from applying (a) above and (c) below, if relevant, to a single currency in accordance with Clause 31;
- (c) Applying any discounts offered by the bidder for the award of more

than one contract, if bidding for this Contract is being done concurrently with other Contracts (sub-clause 13.4).

- 32.3 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.
- 32.4 Provisional sums and contingencies shall be excluded in evaluation and comparison of bids.
- 32.5 If the bid, which results in the lowest Evaluated Bid Price, is seriously unbalanced the Employer may require the bidder to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, taking into consideration the schedule of estimated Contract payments, the Employer may require that the amount of the performance security set forth in Clause 38 be increased at the expense of the bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful bidder under the Contract
- 32.6 After application of the established in Sub-Clauses 32.1 to 32.4, the Evaluated Bid Price for comparison of bids will be :
- (a) the total price of the priced Bill of Quantities for Works offered by the Bidder; plus
  - (b) the total price of the priced Bill of Quantities for System Rehabilitation Works offered by the Bidder
  - (c) the total price of the priced Bill of Quantities for New Infrastructure offered by the Bidder

**33.**

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## F. AWARD OF CONTRACT

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- 34. Award**
- 34.1 Subject to Clause 35, the Employer will award the Contract to the bidder whose bid has been determined to be substantially responsive to the bidding documents and who has offered the lowest Evaluated Bid Price pursuant to Clause 32, provided that such bidder has been determined to be (a) eligible in accordance with the provisions of Sub-Clause 3.1; and (b) qualified in accordance with the provisions of Clause 5.
- 34.2 If, pursuant to Sub-Clause 13.4, this Contract is being let on a “slice and package” basis, the lowest evaluated Bid Price will be determined when evaluating this Contract in conjunction with other contracts to be awarded concurrently, taking into account any discounts offered by the bidders for the award of more than one contract, and the number of contracts for which the bidder has been pre-qualified.
- 35. Employer’s Right to Accept Any Bid and to Reject Any or All Bids**
- 35.1 The Employer reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of Contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the Employer’s action.
- 36. Notification of Award**
- 36.1 Prior to expiration of the period of bid validity prescribed by the Employer, the Employer will notify the successful bidder in writing that its bid has been accepted. This letter (hereinafter and in the Conditions of Contract called the “Letter of Acceptance”) shall specify the sum that the Employer will pay the Contractor in consideration of the execution and completion of the Works and the remedying of any defects therein by the Contractor as prescribed by the Contract (hereinafter and in the Conditions of Contract called “the Contract Price”).
- 36.2 The notification of award will constitute the formation of the Contract.
- 36.3 Upon the successful bidder’s furnishing of the performance security pursuant to ITB Clause 38, the Employer will promptly notify the name of the winning bidder to each unsuccessful bidder and will discharge the bid security of the unsuccessful bidders, pursuant to ITB Clause 17.
- 36.4 The Employer shall publish in website mentioned in **Bidding Data** and in the website mentioned in **Bidding Data** the results identifying the bid and lot numbers and the following information: (i) name of each Bidder who submitted a Bid; (ii) bid prices as read out at Financial Bid Opening; (iii) name and evaluated prices of each Bid that was evaluated; (iv) name of bidders whose bids were rejected and the reasons for their rejection; and (v) name of the winning Bidder, and the Price it offered, as well as the duration and summary scope of the contract awarded. If, after notification of award, a unsuccessful bidder wishes to ascertain the grounds on which its bid was not selected, it should address its request to the Employer. The Employer will promptly respond in writing to the unsuccessful bidder.
- 37. Signing of Agreement**
- 37.1 At the same time that the Employer notifies the successful bidder that its bid has been accepted, the Employer will send the bidder the Agreement in the form provided in the bidding documents, incorporating all
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agreements between the parties.

- 37.2 Within 28 days of receipt of the Agreement, the successful bidder shall sign the Agreement and return it to the Employer, together with the required performance security.
- 37.3 Upon fulfillment of Sub-Clause 36.2, the Employer will promptly notify the other bidders that their bids have been unsuccessful and their bid security will be returned as promptly as possible, in accordance with Sub-Clause 17.5.

**38. Performance Security**

- 38.1 Within 28 days of receipt of the Letter of Acceptance from the Employer, the successful bidder shall furnish to the Employer a performance security in the form stipulated in the Bidding Data and the Conditions of Contract. The form of performance security provided in Section VIII of the bidding documents may be used or some other form acceptable to the Employer. In the case of joint ventures, the Performance Security should be issued in the name of the joint venture.
- 38.2 If it is stipulated in the Bidding Data that the performance security is to be provided by the successful bidder in the form of a bank guarantee, it shall be issued either (a) at the bidder's option, by a bank located in the country of the Employer or by a foreign bank through a correspondent bank located in the country of the Employer, or (b) with the prior agreement of the Employer directly by a foreign bank acceptable to the Employer.
- 38.3 If it is stipulated in the Bidding Data that the performance security may also be provided by the successful bidder in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful bidder to be acceptable to the Employer.
- 38.4 Failure of the successful bidder to comply with the requirements of Clauses 37 or 38 shall constitute a breach of Contract, cause for annulment of the award, forfeiture of the bid security, and any such other remedy the Employer may take under the Contract, and the Employer may resort to awarding the Contract to the next ranked bidder.

**39. Disputes Resolution Method**

- 39.1 The disputes resolution method (i.e., the Disputes Resolution Board or the Disputes Resolution Expert) is indicated in the Bidding Data. The Employer and the successful bidder will select Disputes Resolution Board members or the Disputes Resolution Expert, as the case may be, according to the procedure set forth in the Conditions of Contract.

**40. Fraud and Corruption**

- 40.1 The Employer requires that the bidders/suppliers/contractors under this contract, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Employer:
- (a) defines, for the purposes of this provision, the terms set forth below as follows:
- (i) "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
- (ii) "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 Employer, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition;
- (iii) “collusive practice” means a scheme or arrangement between two or more bidders, with or without the knowledge of the Employer, designed to establish bid prices at artificial, non-competitive levels; and
  - (iv) “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract;
- (b) will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question;
  - (c) will cancel the contract if it determines at any time that representatives of the Employer or of a beneficiary of the loan engaged in corrupt, fraudulent, collusive or coercive practices during the procurement or the execution of the contract.;
  - (d) will sanction a firm or individual, including declaring them ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that they have, directly or through an agent, engaged, in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a contract.
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## Section II. Bidding Data

**Instructions to Bidders Clause Reference**

Whenever there is a conflict, the provisions herein shall prevail over those in the Instructions to Bidders.

[1.1]	<p><b>Employer:</b> The Employer is: [Insert executing agency’s authorized representative], [Insert name of city]</p> <p><b>Summary of the Works Services to be provided:</b></p> <p>The works and services to be provided for the <i>Integrated Infrastructure Project</i> include <i>Detailed study, investigation, surveys and design including development of Smart Roads along with Water Supply, Sewerage System, Power Cabling, Utility Ducts, Roads, Storm Water Drainage and SCADA with Operation and Maintenance of whole system for a period of [Insert No. of Years] Years</i> in the [insert name of service area], includes (i) Study, Assets Mapping and Design of the all infrastructure described in the document on existing GIS map which is to be developed/upgraded in the contract area (ii) Development of urban Roads, landscaping, streetscaping, pedestrian footpath, Junction improvement, Place making along the roads, beautification and street lighting, provision of smart street furniture, creating and developing basic conveniences along the roads. While designing and development special focus should be on specially abled persons. Work will also include Development and remodeling of existing/ new Storm Water Drainage system, identifying key areas where Solid waste is critical for effective maintenance of drainage system taking remedial during the contract period. (iii) Design, Rehabilitation, Up-gradation and Construction of water distribution network and domestic 24X7 water supply, the work shall aim to provide 100% authorized house connections in the entire project area and aim to reduce NRW by effective management of the system (iv) Development, Rehabilitation and Augmentation works for effective Sewerage System and aim to provide 100% sewerage connection in the area with effective management (v) Design and develop infrastructure for up-gradation and construction of power cable and distribution network, scope shall also include 100% undergrounding of cables in the project area. (vi) Carry out feasibility, Design and Construction of Utility duct for basic services like Water supply, Telecom and electric cables. (vii) Design and Implementation of SCADA/PLC for all infrastructure with compatibility to integrate with Command and control center proposed to be managed by an MSI (viii) Capacity building of user department with Operation and Maintenance for [insert number of years (xx)] years of each component after its execution.</p>
[1.1(a)]	<p><b>Study, Asset mapping and Design:</b></p> <p>The scope of work for Contractor includes carrying out a comprehensive assessment of the existing roads infrastructure assets, and service delivery arrangements in the service area. This shall include but not be limited to assessing the condition and performance of existing assets. The Comprehensive Assessment shall form the basis for the Road designing along with Service Improvement Plan to be prepared and approved before the end of the Study Period, and implemented during the Contract Period.</p> <p>This contract involves Design, Build and Operational liabilities on the contractor. The</p>



	<p>Contractor will undertake Detailed Engineering Design for all the components, which will be approved by the Engineer – In – Charge, during the Design Phase of <i>[insert number of months (xx)]</i> months. Only after the Approval of the Detailed Engineering Designs and Good For Construction drawings, to be prepared by the contractor and approved by the Engineer-In-Charge, within the Design Period, work will start.</p>
<p><b>[1.1(b)]</b></p>	<p><b>Smart Roads, Streetscapes and Storm Water Drains:</b></p> <p>The scope of work for smart roads and streetscaping includes (i) Development and conducting of road inventories, necessary surveys and analysis (geotechnical, topographical, vehicle traffic, pedestrian movement, NMT, street vendors, parking) (ii) Design of roads and junctions as per survey analysis, and complete street design guidelines and universal accessibility principles, (iii) Design of smart street features including attractive street furniture, energy efficient street lighting, smart poles, landscaping and street art/murals (iv) Provision and design of street vending spaces (v) Design of parking spaces for vehicles, non-motorized transport and IPT modes (vi) Plan and design of place-making at junctions and footpaths (where RoW allows) (vii) Rehabilitation and construction of smart roads as per the specifications and approved drawings, (viii) Dismantling and reconstruction of utilities and storm water drains as per the approved design, (ix) Operation and maintenance of road network, smart street elements and storm water drainage system, (x) Provision of a traffic management plan for uninterrupted traffic movement during all smart road development activities (xi) Maintenance of roads and keeping them motorable during all the road and drains rehabilitation and construction activities.</p> <p><i>[insert or remove the components as per city requirements]</i></p>
<p><b>[1.1(c)]</b></p>	<p><b>24X7 Water Supply Works:</b></p> <p>The scope of work for Water Supply include (i) District Metering Areas (DMA) design, establishment of DMA including: connecting mains to be laid, boundaries valves, DMA inflow chamber, pressure reducing valve arrangement and specifications just to mention the most important activities; detailed design shall be submitted to the Project Manager for approval; (ii) execution of all required civil and installation works, complete with the supply of all required pipes, materials, fittings and equipment as per the specifications; (iii) installation of pressure and flow data logger, setting up of data transfer to Contractor's office and Employer's office (GSM data transfer); (iv) execution of zero-pressure-test; (v) preparation of as-built drawings. (vi) Providing, Laying &amp; jointing of Water Pumping Mains as designed, (vii) Construction of Water Treatment Plant (WTP), (viii) Construction of Overhead Service Reservoirs (OSRs), (ix) Rehabilitation of existing raw water pump house, (x) Providing, Laying &amp; jointing of Distribution pipelines, (xi) Providing &amp; installation of Consumer meters &amp; House Service Connections, (xii) Installation of pumping machinery as per the technical requirements, (xiii) Construction of Master Control Center &amp; Consumer Care Center, (xiv) Installation of PLC/ SCADA &amp; communication system, (xv) Provision for 11./0.43 kv GSS and dedicated power feeder, (xvi) Supply of spare parts and tools &amp; tackles, (xvii) Operation &amp; Maintenance of the project for duration as specified in bidding data. <i>[insert or remove the components as per city requirements]</i></p>

[1.1(d)]	<p><b>Rehabilitation and Augmentation Works for Sewerage System:</b></p> <p>The scope of work for rehabilitation and augmentation of sewerage system shall include: (i) Service Improvement Plan (SIP) Preparation (Survey, Investigation, Methodology for project execution, Design Submissions, approval, etc). (ii) Design &amp; Build (Design, Construction and commissioning of the project components including continual designs submissions and approval as per the project methodology approved during SIP preparation) (ii) laying network in unconnected areas, strengthening rehabilitating existing sewerage network (iii) 100% house service connections to the sewerage network, (iv) Ultrasonic Water level Sensors for detecting overflows in manholes, (v) SCADA system for automation of the pumps installed for sewage pumping, (vi) Supply of spare parts and tools &amp; tackles and (vii) Operation &amp; Maintenance of the project for duration as specified in bidding data. <i>[insert or remove the components as per city requirements]</i></p>
[1.1(e)]	<p><b>Undergrounding, up-gradation and construction of power cable network:</b></p> <p>The scope of work for power cable network include (i) Detailed survey and Route Plan for HT &amp; LT Line (ii) Designing the Distribution sub-station, Distribution feeder pillar etc. (iii) Preparing section wise drawing, data and operation manual and getting its approval from engineer in charge, (iv) Replacement of Existing overhead HT/LT cables and distribution system with underground HT/LT cabling and providing RING MAIN UNITS(RMU) for ring circuits, (v) Replacement of the existing Pole mounted distribution substation with state of art compact packaged substations Dry types with respect to site requirements, (vi) Installation of LT feeder pillars and distribution feeder pillars at various places and end users (Consumer) to be connected from these distribution feeder pillars Smart Compact Secondary Sub Stations placed at selected key locations in a power distribution network, (vii) Operation &amp; Maintenance of the project for duration as specified in bidding data. <i>[insert or remove the components as per city requirements]</i></p>
[1.1(f)]	<p><b>Utility Duct:</b></p> <p>The scope of work for utility duct include (i) carrying out feasibility study for utility duct (ii) design and development of underground RCC ducting system for accommodating municipal utilities i.e., water, power, OFC and Gas lines, (iii) site survey and soil investigation, (iv) preparation of methodology for providing utility connections to houses/commercial establishments/ other entities, (v) Shifting of utilities safely and restoring / relocating the same (vi) ICT based monitoring system. <i>[insert or remove the components as per city requirements]</i></p>
[1.1(g)]	<p><b>Supervisory Control &amp; Data Acquisition System (SCADA) :</b></p> <p>The scope of work for SCADA include (i) provision of automation and control system for utilities/ infrastructure facilities i.e. (a) water supply facilities (b) sewerage system (c) power distribution system (ii) Development of SCADA control center and its integration with command &amp; control center, (iii) Communication Interfacing Equipment for linking</p>

	with SCADA Master Control Station(s), (iv) All software, including SCADA Software, Application Software, PLC Software and Programming Tools, etc. (v) Interface Communication network and Integration, Testing and Commissioning of the complete system, (vi) Operation & Maintenance of the system for entire duration as specified in bidding data. <i>[insert or remove the components as per city requirements]</i>
[1.2]	<p>Period during which works and services are to be provided:</p> <ol style="list-style-type: none"> <li>1. Study, Asset mapping and Design Phase: 12 months from the date of commencement of contract. Entire design shall be completed in phases as per the work plan and service level improvement plan.</li> <li>2. Supply, Execution, installation and commissioning of all civil and electromechanical infrastructures: 36 months from the date of approval of service improvement plan. The work shall be taken up in phases and sections after the approval of service level improvement plan.</li> <li>3. Operation and Management Phase: <i>[insert number of months]</i> months from the date of approval of Service Improvement Plan</li> </ol>
[2.1]	Name of funding agency: Not applicable
[8.2]	<p>Venue, time, and date of the official site visit.</p> <p>Date: _____ <i>[the same day of the pre-bid meeting]</i></p> <p>Meeting point: Office of <i>[Insert executing agency's authorized representative]</i>, <i>[Insert Name of City]</i></p> <p>Time: <input type="text"/> local time</p>
[10.1]	<p>Bidders should address any request for clarifications to:</p> <p>Address: <i>[Insert executing agency's authorized representative]</i>, <i>[Insert: Signature, name, and title of Client's authorized representative]</i></p> <p><i>[Insert Name of City]</i>– ., .</p> <p>Mail id – .</p>
[12.1]	Bid language is <b>English</b>
[14.1]	<p>The Bill of Quantities consists of following schedules:</p> <p><i>[Insert list of schedules of BOQ]</i></p>
[14.3]	Price adjustment clauses will apply.

[15.1]	Currency of the bid and payment shall Indian Rupees Only.
[16.1]	Period of bid validity:[180] days
[17.1]	Amount of bid security: [Insert amount of bid security]
[18.1]	Alternative Bids are not admitted.
[19.1]	<p>Venue, time, and date of the site visit and pre-bid meeting.</p> <p>Date: _____ (<i>3 weeks after issuance of bidding documents</i>)</p> <p>Meeting point: [Insert executing agency's authorized representative], [Insert: Signature, name, and title of Client's authorized representative]</p> <p>[Insert Name of City]– ., .</p> <p>Mail id – .</p> <p>Time:</p> <p>Site visit: [<i>insert time</i>]<b>local time</b></p> <p>Pre-bid meeting: [<i>insert time</i>]<b>local time</b></p>
[20.1]	Number of copies of the bid to be completed and returned: Two.
[21.3]	<p>The address for submission of bids is :</p> <p>[Insert executing agency's authorized representative],</p> <p>[Address]</p> <p>. [Insert Name of City]</p> <p>.Mail id –.</p>
[21.3]	The Number of the Contract is:[ <i>insert Contract Package Number</i> ]
[22.1]	<p>Deadline for submission of bid is:[ ] <b>local time on</b> [<i>12 weeks after issuance of bidding documents</i>]</p> <p>Bidders shall not have the option of submitting their bids electronically.</p>

<p>[25.1]</p>	<p>Venue, time, and date of bid opening:</p> <p><b>Employer’s address:</b></p> <p>[Insert executing agency’s authorized representative],</p> <p>[Insert: Signature, name, and title of Client’s authorized representative],</p> <p>[Insert Name of City]– .</p> <p>Mail id – .</p> <p>Time, and date of bid opening:[ ]local time on [insert date]</p>
<p>[29.1 (c)]</p>	<p>The evaluation criteria mentioned in Section III: Qualification Criteria, shall be used for evaluation of the Technical bid of the bidder. The Technical bid not complying with the requirements specified in Section III, shall be considered as non-responsive and shall be rejected.</p> <p>The following criteria shall also be used in evaluation of Technical bid s on a pass/fail basis. The Technical bids complying with each of the criteria shall be evaluated as “pass” and the Technical bid s do not comply with any of the criteria shall be evaluated as “fail”. The failure in meeting these criteria will not be considered as a cause of rejection of bid; however, if the bidder is Technically qualified then if required by Employer, the bidder will modify its methodology prior to signing of contract.</p> <ul style="list-style-type: none"> <li>i) Methodology must be clear, provide sound solutions and demonstrate a comprehensive approach for the entire scope of services.</li> <li>ii) Methodology must provide sufficient level of detail to demonstrate a good understanding of local conditions and possible implementation problems specific to Employer.</li> <li>iii) Methodology must include detailed information about the logistics for contract implementation (material management; location, size and numbers of offices and stores)</li> <li>iv) Work plan must be comprehensive and must include a detailed time schedule for each activity under the Services.</li> <li>v) The concept of transfer of knowledge having innovative aspects and applicable to Employer and training arrangements for Employer’s staff must be clearly provided including number and skills of staff to be trained and means of training.</li> <li>vi) The proposed materials and equipment must comply with the requirements and standards specified in the Technical Specifications.</li> <li>vii) The staffing plan must provide, at minimum, numbers, inputs, positions and responsible tasks of all staff.</li> <li>viii) Key staff must be competent and experienced and must meet the minimum qualification requirements specified in the Technical Specifications.</li> </ul>

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36.4	Website – <a href="#">_</a>
[38.]	Standard form and amount of performance security acceptable to the Employer. <b>Unconditional Bank Guarantee in the amount of [ 10 ]% of the Accepted Contract Amount</b>
[39.]	Disputes Resolution Method : <b>Disputes Resolution Board consisting of 3 members.</b> The method and procedure is mentioned in conditions of contract.

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## Section III: Qualification Criteria

### 1. Qualification

Unless specifically indicated otherwise, it is the legal entity or entities comprising the Bidder, and not the Bidder's parent companies, subsidiaries or affiliates, that must satisfy the qualification criteria described below.

#### 1.1 Pending Litigation: Pending Litigation Criterion and performance in past contracts shall apply:

Criteria	Compliance Requirements			Documents
Requirement	Single Entity	Joint Venture		Submission Requirements
		All Partners Combined	Each Partner	

##### 1.1.1 Pending Litigation and Arbitration

All pending litigation shall be treated as resolved against the Bidder and so shall in total not represent more than 50 percent of the Bidder's net worth calculated as the difference between total assets and total liabilities.	must meet requirement by itself or as partner to past or existing JV	not applicable	must meet requirement by itself or as partner to past or existing JV	not applicable	Form LIT – 1
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##### 1.1.2 Performance in past contracts

Final Liquidated damages (LD) due to poor performance, in contracts executed in last 10 years (1 April 2007 to bid submission date) should not have been imposed to the maximum value of eligible LD in more than 10%* of contracts completed.  Bidder /each partner of JV will submit an undertaking in support of this requirement (separate by each JV partner).	must meet requirement	not applicable	must meet requirement	not applicable	Form Tech 2
Rescinding/ Termination of contracts due to poor performance shall not be more than 5%* of contracts in hand during last 10 years (1 April, 2007 to bid submission date).  Bidder /each partner of JV will	must meet requirement	not applicable	must meet requirement	not applicable	Form Tech 3

submit an undertaking in support of this requirement (separate by each JV partner).					
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*Note: The figures so obtained shall not be rounded.*

**1.2 Financial Requirements**

**1.2.1 Historical Financial Performance**

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
Submission of audited financial statements or, if not required by the law of the Bidder’s country, other financial statements acceptable to the Employer, for the last 5 years (FY 2012-13 to 2016-17 or as per International practice) to demonstrate the current soundness of the Bidder’s financial position.	must meet requirement	not applicable	must meet requirement	not applicable	Form FIN - 1 with attachments
Return on investment (ratio of annual profit before taxes and the net worth) should be positive for at least three years in last five years.					
Bidder’s net worth for the last year calculated as the difference between total assets and total liabilities should be positive.					

**1.2.2 Average Annual Construction Turnover**

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
Minimum average annual construction turnover {with or without Operation and Maintenance (O&M)} of INR [50% of project cost] or US\$ million calculated as total certified payments received for	must meet requirement	must meet requirement	must meet 25 percent of the requirement	must meet 50 percent of the requirement	Form FIN – 2



contracts in progress or completed, within the last 3 years (Financial Year 2014-15, 2015-16 & 2016-17 or as per International practice).					
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Note: The present price level for turnover of the previous years' value shall be given weightage of 10% per year as follows:

S. No	Financial Year	Weightage
(i)	2016-17	1.00
(ii)	2015-16	1.10
(iii)	2014-15	1.21

### 1.2.3 Financial Resources Requirement

Criteria	Compliance Requirements			Documents	
	Single Entity	Joint Venture			Submission Requirements
All Partners Combined		Each Partner	One Partner		
1. Using Forms FIN – 3 and FIN - 4 in Section 7 (Bidding Forms), the Bidder must demonstrate access to, or availability of, liquid assets, <sup>1</sup> lines of credit, or other financial resources (other than any contractual advance payments) to meet the Bidder's financial resources requirement indicated in Form FIN-4.	must meet requirement	must meet requirement	must meet 25 percent of the requirement	must meet 50 percent of the requirement	Form FIN – 3 & FIN – 4
2. Availability of Bidding Capacity should be at least equal to INR[ <i>Insert value after calculation</i> ] million Available bid capacity will be evaluated as under: Bidding capacity = 2xAxN-B  Where A= maximum annual construction turnover in last five financial years taking into account the completed as well as works in progress (updated to the current price	must meet requirement	must meet requirement	must meet 25 percent of the requirement	must meet 50 percent of the requirement	FIN – 6

<p>level, rate of inflation shall be 10% per year).                  N = Number of years prescribed for completion of works (infrastructure component) for which bids has been invited which is <i>[insert number of years]</i> years for this bid.                  B= Value at current price level of existing commitments and ongoing works to be completed during the next <i>[insert number of years]</i> years.                  Bidders will give a calculation for the same.</p>					
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<sup>1</sup> *Liquid Assets mean cash and cash equivalents, short-term financial instruments, short term available-for-sale-securities, marketable securities, trade receivables, short-term financing receivables and other assets that can be converted into cash within ONE YEAR.*

**1.2.4 Financial Stability**

Criteria	Compliance Requirements			Documents	
	Single Entity	Joint Venture		Submission Requirements	
All Partners Combined		Each Partner	One Partner		
<p>The bidder(s) shall not have applied for Corporate Debt Restructuring (CDR) or facing follow up action of CDR or facing recovery proceedings from Financial Institutions or facing winding up proceedings or those under BIFR in the last 3 financial years (2014-15, 2015-16 and 2016-17) and up to the date of bid submission.                      The bidder shall submit an undertaking* to this effect along with certificate from the bidder’s Chartered Accountant or Auditors.</p>	must meet requirement	NA	must meet requirement	NA	Form Tech 4

*\* Undertaking by the bidder along with certificate from the bidder’s Chartered Accountant or Auditors should be submitted with the Technical bid.*

**1.3 Construction Experience**

Bidder or Bidder's Parent Companies, Subsidiaries, Special Purpose Vehicle (SPV) or Affiliates, must satisfy the qualification criteria described below:

## 1.3.1 Contracts of Similar Size and Nature

Criteria	Compliance Requirements			Documents	
	Single Entity	Joint Venture		Submission Requirements	
All Partners Combined		Each Partner	One Partner		
<p>Should have substantially completed (as per definition given below) at least one contract for each component with 80% of estimated project component cost that has been successfully or substantially completed within the last 10 (Ten) years and that is similar to the proposed works;</p> <p>Having minimum experience, as detailed below:-</p> <ol style="list-style-type: none"> <li>1. Design Construction and Rehabilitation of urban Roads &amp; Drain <i>[Insert value in INR crore]</i>;</li> <li>2. Design, Rehabilitation, Up-gradation and Construction of water distribution network and domestic 24X7 water supply <i>[Insert value in INR crore]</i>;</li> <li>3. Design, Rehabilitation, Up-gradation and Construction of sewerage network <i>[Insert value in INR crore]</i>;</li> <li>4. Design, Undergrounding of power, telecom and other cables along with Rehabilitation, Up-gradation and Construction of power distribution network and domestic connections <i>[Insert value in INR crore]</i>;</li> <li>5. Design and Construction of Utility <i>[Insert value in INR crore]</i>;</li> </ol> <p>and</p> <ol style="list-style-type: none"> <li>6. Design, Provision, Installation of Supervisory Control and Data Acquisition (SCADA) system <i>[Insert value in INR crore]</i>;</li> </ol>	must meet requirement	must meet requirement	not applicable	not applicable	Form EXP – 1

\* *substantially completed means (i) the contractor has completed the works but could not commission the same because of hindrances beyond the control of contractor or (ii) contractor has completed and commissioned the works at least for the amount required for qualification, out of large size contract.*

Note:

1. Experience of the bidder earned by him as the JV partner will be considered to the limit of its share in the completed works shown in that JV or consortium agreement.
2. For present price level of cost of completed and commissioned works, the previous year (s) value shall be given weightage of 10% per year as follows:

S. No	Financial Year in which work was completed*	Weightage
(i)	2016-17	1.00
(ii)	2015-16	1.10
(iii)	2014-15	1.21
(iv)	2013-14	1.33
(v)	2012-13	1.46
(vi)	2011-12	1.61
(vii)	2010-11	1.77
(viii)	2009-10	1.95
(ix)	2008-09	2.145
(x)	2007-08	2.3595

\*Financial Year 2006-07 means 1 April 2006 to 31 March 2007

### 1.3.2 Deleted

Note:

1. Experience of the bidder earned by him as the JV partner will be considered to the limit of its share in the completed works shown in that JV or consortium agreement.
2. Above required experiences should be of within the period of last 10 years (from 1 April 2007 to bid submission date)

### 1.4 Specific Requirements

- 1.4.1 Clients certificate of experience must clearly indicate whether (i) Completed and commissioned or (ii) Substantially completed as per definition given above
- 1.4.2 The Bidder shall submit copies of Work Orders, Completion Certificates in support of their experience claims. Only works of Govt. / PSU / Autonomous bodies under Govt. Sector shall be considered. The experience certificates issued by only the respective project authority/owner shall be considered for calculation of experience. Certificates issued for sub-contracting the work by the original contractor or any associated agency will not be considered.
- 1.4.3 For considering experience of the bidder, out of its experience as JV, its share of works within the JV shall be considered with relevant documentation/ certificates.
- 1.4.4 JV and / or Consortium shall comprise of not more than four firms/companies (including the lead partner). The minimum equity of the lead firm of the JV must be 51% and that of the other firms must be 15%, at the minimum.

## Section IV. General Conditions of Contract (GCC)

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Appendix A: General Conditions of Admissibility of Escalation

Appendix B: Dispute Resolution during execution of the Contract

## 1. General Provisions

Sub-Title	Sub-Clause	Provision
Definitions	1.1	In the Conditions of Contract (these General Conditions) which include Special Conditions, the following works and expressions shall have the meaning stated as under. Words indicating persons or parties include firms, companies, and other legal entities except where context requires otherwise.
The Contract	1.1.1	
	1.1.1.1	Bill of Quantities (BOQ) means the priced and completed Bill of Quantities forming part of the Bid. Activity Schedule means the various stages of execution of the Works in case of Lump Sum Contract which are linked to payment Schedule.
	1.1.1.2	Contract means the document forming the Bid and acceptance thereof and the formal agreement executed between the competent authority on behalf of the Governor of [insert name of state] and the Contractor, together with the documents referred to there in including these conditions, the Specifications, designs, Drawings and instructions issued from time to time on Contract and shall be complementary to one another.
	1.1.1.3	Contract Agreement means the Contract Agreement referred to in Sub-Clause 1.81 [Signing of the Contract].
	1.1.1.4	Contract Data means the pages completed by the Procuring Entity entitled Contract Data which constitute 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 Procuring Entity in accordance with the Contract.
	1.1.1.6	Letter of Acceptance means the letter of formal acceptance, signed by the Procuring Entity, including any annexed memoranda comprising agreements between and signed by both Parties. If there is no such Letter of Acceptance, the expression "Letter of Acceptance" means the Contract Agreement and the date of issuing the Letter of Acceptance means the date of signing the Contract Agreement.
	1.1.1.7	Letter of Technical/Financial Bid means the document entitled Letter Technical or Letter of Financial bid, which was completed by the Bidder and includes the signed offer to the Procuring Entity for the Works.
	1.1.1.8	Risk and Cost means when the Contractor fails to complete the Contract despite due notices, the procuring entity may terminate the Contract with full 10% compensation and/ or measure the acceptable work done and get the balance work of the BOQ/ Activity Schedule carried out at the risk and cost of the Contractor and the difference of cost at which the balance work is carried out through the Department/ Organisation or another agency is debited to the Contractor.
	1.1.1.9	Schedules means the document(s) entitled Schedules, completed by the Contractor and submitted with the letter of Bid, as included in the Contract. Such documents may include the Bill of Quantities, data, lists and Schedules of rates and /or prices.
	1.1.1.10	Specifications means the BIS, IRC, and other Code Specification of the Works followed by relevant Department of the Government of India/State Government and/or included in the Contract and any modification or addition made or approved by the Engineer-in-Charge.
	1.1.1.11	Technical/ Financial Bid means the Letter of Technical or Financial Bid and all other documents which the Bidder submitted with the Letter of Technical or Financial Bid, as included in the Contract.

	1.1.1.12	<p><b>Scope of Facilities</b>                  Unless otherwise expressly limited in the Employer’s Requirements, the Contractor’s obligations cover the provision of all Plant and the performance of all Installation Services required for the design, the manufacture (including procurement, quality assurance, construction, installation, associated civil works, pre-commissioning and delivery) of the Plant and the installation, completion, and commissioning of the Facilities in accordance with the plans, procedures, specifications, drawings, codes, and any other documents as specified in the section Employer’s Requirements. Such specifications include, but are not limited to, the provision of supervision and engineering services; the supply of labor, materials, equipment, spare parts (as specified in GCC Sub-clause 3 below) and accessories; Contractor’s Equipment; construction utilities and supplies; temporary materials, structures, and facilities; transportation (including, without limitation, unloading and hauling to, from and at the Site); and storage, except for those supplies, works, and services that will be provided or performed by the Employer, as set forth in the Appendix (Scope of Works and Supply by the Employer) to the Contract Agreement.</p> <p>The Contractor shall, unless specifically excluded in the Contract, perform all such work and/or supply all such items and materials not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining Completion of the Facilities as if such work and/or items and materials were expressly mentioned in the Contract.</p> <p>In addition to the supply of Mandatory Spare Parts included in the Contract, the Contractor agrees to supply spare parts required for the operation and maintenance of the Facilities for the period specified in the SCC and the provisions, if any, specified in the SCC. However, the identity, specifications, and quantities of such spare parts and the terms and conditions relating to the supply thereof are to be agreed between the Employer and the Contractor, and the price of such spare parts shall be that given in Price Schedule, which shall be added to the Contract Price. The price of such spare parts shall include the purchase price therefore and other costs and expenses (including the Contractor’s fees) relating to the supply of spare parts.</p>
Parties and Persons	1.1.2	
	1.1.2.1	Party: means the Procuring Entity or the Contractor, or both as the context requires.
	1.1.2.2	Contractor shall mean the individual, firm or company, whether incorporate or not undertaking the Works and shall include the legal or authorised representative of such individual or the persons composing such firm or company or the successors of such firm or company and the permitted as signees of such individual, firm or company.
	1.1.2.3	Contractor’s Personnel means the Contractor and Contractor’s Representative and all personnel whom the Contractor utilizes 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. All communications addressed to the Contractor can be handed over at site to the Contractor’s personnel.
	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 4.5 [Contractor’s Representative], who acts on behalf of the Contractor.
	1.1.2.5	Engineer-in-Charge or Engineer means the Divisional officer / Executive Engineer who shall be in-charge of the Works and who shall sign the Contract on behalf of the Governor of <i>[insert name of state]</i> and who shall be responsible for supervising the Contract, administering the Contract, certifying payments due to the Contractor, issuing and valuing Variations to the Contract, awarding extension of time, valuing

		the Compensation events, etc.
	1.1.2.6	The Procuring Entity or PE means the Party who employs the Contractor to carry out the Works.
	1.1.2.7	Procuring Entity's Personnel means the Engineer-in-Charge, the assistants referred to in Sub-Clause 3.2 [Delegation by the Engineer-in-Charge] and all other staff, labour and other employees of the Engineer-in-Charge and of the Procuring Entity; and any other personnel notified to the Contractor, by the Procuring Entity or the Engineer-in-Charge, as Procuring Entity's Personnel.
	1.1.2.8	Subcontractor means any person / firm named in the Bid /Contract and approved by the Engineer-in-Charge as a Subcontractor, or any person appointed and approved as a Subcontractor subsequently, for a part of the Works; and the legal successors in title to each of these persons/ firms.
Dates, tests and periods of completion	1.1.3	
	1.1.3.1	Base Date means the date 28 Days prior to the last date specified for submission of the Bid.
	1.1.3.2	Commencement/start Date means the date specified under Sub-Clause 8.3.1 [Commencement of Works].
	1.1.3.3	A Defect is any part of the Works not completed in accordance with the approved specifications, designs and/ or drawings of the Contract.
	1.1.3.4	The Defect Liability Certificate is the certificate issued by Engineer-in-Charge after Defect Liability Period has ended and upon correction of Defects pointed out by the Engineer-in-Charge.
	1.1.3.5	The Defect Liability Period will be decided by the Department/ Organisation depending on nature of the Works, from the date of completion of the Works and shall be mentioned in the Contract Data.
	1.1.3.6	Defects Notification Period means the period for notifying Defects in the Works or a Section (as the case may be) under Sub-Clause 13.2 [Completion of Outstanding Work and Remedying Defects], which extends over twelve Months except if otherwise stated in the Contract Data (with any extension under Sub-Clause 13.4 [Extension of Defects Notification Period], calculated from the date on which the Works or Section is completed as certified under Sub-Clause 12.1 [Taking Over of the Works and Sections].
	1.1.3.7	Performance Certificate means a certificate issued under Sub-Clause 13.10 [Performance Certificate].
	1.1.3.8	Taking-Over Certificate means a certificate issued under Sub-Clause 12.1 [Taking Over of the Works and Sections].
	1.1.3.9	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 11 [Tests on Completion] before the Works or a Section (as the case may be) are taken over by the Procuring Entity.
	1.1.3.10	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) is taken over by the Procuring Entity.
	1.1.3.11	The Intended Completion Date is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is specified in the Contract Data. The Intended Completion Date may be revised only by the Engineer-in Charge by issuing an extension of time.
	1.1.3.12	Time for Completion means the time for completing the Works or a section (as the case may be) under Sub-Clause 8.4 [Time for Completion], as stated in the Contract Data (with any extension under Sub-Clause 8.6 [Extension of Time for

		Completion], calculated from Commencement Date.
	1.1.3.13	Day means calendar Day; Year means a period of 365 Days.
Money and Payments	1.1.4	
	1.1.4.1	Accepted Contract Amount means the amount accepted in the Letter of Acceptance for execution and completion of the Works and remedying of any defects and maintaining the Works, if stated in the Contract.
	1.1.4.2	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.
	1.1.4.3	Final Payment Certificate means the Payment Certificate issued under Sub-Clause 15.9 [Issue of Final Completion Certificate].
	1.1.4.4	Final Statement means the statement defined in Sub-Clause 15.10 [Final Statement of Payments].
	1.1.4.5	Interim Payment Certificate means a Payment Certificate issued under Sub-Clause 15.5 [Issue of Interim Payment Certificate], other than the Final Payment Certificate.
	1.1.4.6	Market Rate of an item shall be the current rate as decided by the Engineer-in Charge on the basis of the Cost of Materials and Labour at the Site where the work is to be executed for a variation item.
	1.1.4.7	Payment Certificate means a Payment Certificate issued under Clause 15 [Contract Price, Payment and Lien].
	1.1.4.8	Provisional sums/ Lump sums 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 supply of Plant, Materials or services under Sub-Clause 9.6 [Provisional Sums]. These are also moneys provided in the estimate of the project to pay for unforeseen / un-quantified items. It may also include lump sum provided in the estimate/ BOQ for unforeseen items to be paid after approval of analysis of rates of such items and charges payable to Government agencies or the contractor for approvals, service connections and extensions of services from the supply lines etc., as the case may be.
	1.1.4.9	Performance Security means an amount as percentage of the Accepted Contract Price deposited in the form of Bank Guaranteed or any other prescribed form deposited by the Contractor as a security for due performance of the Contract.
Works and Materials	1.1.5	
	1.1.5.1	Materials are all supplies, including consumables, used by the Contractor for consumption in the Works.
	1.1.5.2	Permanent Works means the Permanent Works to be executed by the Contractor under the Contract. These works shall have a defined designed life and durability.
	1.1.5.3	Plant means the apparatus, machinery and other equipment intended to form or forming part of the Permanent Works,
	1.1.5.4	Scope of work shall cover execution of all aspects of the Works as per the Contract.
	1.1.5.5	Section means apart from the Works specified in the Contract Data as a Section (if any).
	1.1.5.6	Specifications means the Specification (BIS, IRC etc. or specifications approved by the department or others) of the Works included in the Contract and any modification or addition made or approved by the Engineer-in Charge.
	1.1.5.7	Temporary Works are Works designed, constructed, installed, and removed by the Contractor which are needed for construction or installation of the Works.
	1.1.5.8	Work or Works shall, unless there is something either in the subject or context repugnant to such construction, be construed and taken to mean the Works by virtue



		of the Contract contracted to be executed whether temporary or permanent and whether original, altered, substituted or additional works.
Others	1.1.6	
Interpretation	1.1.6.1	Act means the <i>[insert name of state]</i> Transparency in Public Procurement Act, <i>[Insert Year]</i>
	1.1.6.2	Contractor's documents are the bids (technical and financial) submitted software, bills, reports, drawings, designs, letters/ communications, test results, etc., submitted by the Contractor to the Procurement Entity in connection with the Contract.
	1.1.6.3	Department means any Department of Government of <i>[insert name of state]</i> which invite Bids on behalf of Governor of <i>[insert name of state]</i> as specified in Contract Data.
	1.1.6.4	Field laboratory means the Contractor's equipped laboratory provided with equipment, experienced personnel, and consumables, books of specifications, codes for use on quality testing /inspections on the works.
	1.1.6.5	Force Majeure is defined in Sub-Clause 19.1 [Definition of Force Majeure].
	1.1.6.6	Government/ Governor of <i>[insert name of state]</i> means the State Government of <i>[insert name of state]</i> / Governor of <i>[insert name of state]</i>
	1.1.6.7	Laws means all the national or the state legislations, statutes, ordinances and other laws, and regulations and by-laws of India and <i>[insert name of state]</i> and any legally constituted public authority.
	1.1.6.8	Procuring Entity's Equipment means the apparatus, machinery and vehicles (if any) made available by the Procuring Entity on hire for the use of the Contractor in the execution of the Works, as stated in the Specifications; but does not include Plant which has not been taken over by the Procuring Entity.
	1.1.6.9	Rules means the <i>[insert name of state]</i> Transparency in Public Procurement Rules, <i>[insert Year]</i>
	1.1.6.10	Site shall mean land and/or other places on, into or through which work is to be executed under the Contract or any adjacent land, path or street through which work is to be executed under the Contract or any adjacent land, path or street which may be allotted or used for the purpose of carrying out the Contract.
	1.1.6.11	Site office means a suitable covered all weather usable space built by the Contractor at Site of Works at his cost for use by him and the Procuring Entity.
	1.1.6.12	Unforeseeable means not reasonably foreseeable by an experienced Contractor by the Base Date.
	1.1.6.13	Variations mean any change to the Works, which is instructed or approved as a variation under Clause 9 [Deviations, Variations and Adjustments].
	1.2	In the Contract, except where the context requires otherwise words indicating one gender include all genders; words indicating the singular also include the plural and words indicating the plural also include the singular; provisions including the word "agree", "agreed" or "agreement" require the agreement to be recorded in writing; "written" or "in writing" means hand-written, type-written, printed or electronically made, and resulting in a permanent record; the word "tender" is synonymous with "bid" and "tenderer" with "bidder" and the words "tender document" with "bidding document". The marginal words and other headings shall not be taken into consideration in the interpretation of these Conditions.
Communications	1.3	Wherever these Conditions provide for the giving or issuing of approvals, certificates, consents, determinations, notices, requests and discharges, by one party

		<p>to the other, these communications shall be:  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  delivered sent or transmitted to the address for the recipient's Communications as stated in the Contract Data. However:  if the recipient gives notice of another address, communications shall thereafter be delivered accordingly; and  if the recipient has not stated otherwise when're 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-in-Charge, a copy shall be sent to the Engineer-in-Charge or the other Party, as the case may be.</p>
Law and language	1.4	<p>The Contract shall be governed by the laws of India and the State of <i>[insert name of state]</i>.  The ruling language of the Contract shall be English or that stated in the Special Conditions of Contract.</p>
Works to be carried out	1.5	<p>The Works to be carried out under the Contract shall, except as otherwise provided in these conditions, include all labour, materials, equipment, tools, plants, testing and quality assurance, and transport which may be required in preparation of and doing in the full and entire execution and completion of the Works. The descriptions given in the Schedule of Quantities (Activity Schedule in case of Lump Sum Contract) shall unless otherwise stated, be held to include wastage on Materials, carriage and cartage, carrying and return of empties, hoisting, setting, fitting and fixing in position and all other Labour necessary in and for the full and entire execution and completion of the Works as aforesaid in accordance with good practice and recognized principles to deliver a work of specified quality and durability conforming to designs, drawings etc.  The Works include clearance, levelling and dressing of Site within a distance of 15 meters of the work site on all sides except where the building adjoins another building.</p>
Sufficiency of Tender/ Bid	1.6	<p>The Contractor shall be deemed to have satisfied himself before bidding as to the correctness and sufficiency of his Bid for the Works and of the rates and prices quoted in the Schedule of Quantities, which rates and prices shall, except as otherwise provided, cover all his obligations under the Contract and all matters and things necessary for the proper completion and maintenance of the Works. He shall also be responsible for satisfying himself on the completeness of the documents /data provided by the Procuring Entity. He shall not raise any objections or deficiencies or inaccuracies in such documents.</p>
Discrepancies and adjustment of errors	1.7.1	<p>The several documents forming the Contract are to be taken as mutually explanatory of one another, detailed Drawings being followed in preference to small scale Drawing and figured dimensions in preference to scale and special conditions in preference to General Conditions.</p>
	1.7.2	<p>In the case of discrepancy between the Bill of Quantities, the Specifications and/or the Drawings, the following order of preference shall be observed:  Description of Bill of Quantities  Particular detailed Specification and Special Condition, if any  Drawings / Designs  IRC / MORT&amp;H , ASTHO Specification, if required  Indian Standard Specifications or B.I.S.</p>
	1.7.3	<p>If there are varying or conflicting provisions made in any one document forming</p>

		part of the Contract, the Procuring Entity shall be the deciding authority with regard to the intention of the document and his decision shall be final and binding on the Contractor.
	1.7.4	Any error in description, quantity or rate in Bill of Quantities or any omission therefore shall not impair the legal validity of the Contract or release the Contractor from the responsibility of execution of the whole or part of the Works comprised there in according to Drawings and Specifications or from any of his obligations under the Contract.
Signing of the Contract	1.8.1	The successful Bidder, after submitting the performance guarantee i.e. within 15 Days of receipt of Notification of Award or as specified in the Contract Data, shall attend the office of the Procurement Entity / Engineer- in-charge for authentication, signing and completion of the Contract document and execute the agreement consisting of: The notice inviting Bid, all the documents including Drawings, if any, forming the Bidding Document as issued at the time of invitation of bids and acceptance thereof together with any correspondence leading there to, Standard Forms consisting of various standard Sub-Clauses with corrections up to the date stipulated in Contract Data along with annexure thereto and drawings etc. The Costs of stamp duties and similar charges (if any) imposed by Law in connection with entry in to the Contract Agreement shall be borne by the Contractor.
Signed copy of Contract Document to be given to Contractor	1.8.2	The Contractor shall be furnished, free of Cost one signed copy of the Contract Documents together with all Drawings except standard Specifications (BIS or IRC or others), Schedule of Rates and such other printed and published documents, which shall be procured by the Contractor at his cost. These documents shall be deemed to be part of the Contract. These shall be kept in the Site office. None of these documents shall be used for any purpose other than that of this Contract.
Conditions of the Contract	1.8.3	The Contract shall be governed by the General Conditions of Contract (GCC). The Special Conditions of Contract (SCC)/ Contract Data, wherever applicable, shall supersede/ clarify the GCC to the extent specified.
Priority of Documents	1.8.4	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: (a) the Contract Agreement, (b) the Letter of Acceptance, (c) the Technical Bid and Financial Bid along with the letters of the Technical Bid and Financial Bid (d) the Contract Data/ Special Conditions of Contract, (e) the General Conditions of Contract, (f) the Scope of Work & Specifications, (g) the Drawings, (h) the Instructions to Bidders, (i) the Notice Inviting Bids, and (j) the Schedules and any other documents forming part of the Contract. If an ambiguity or discrepancy is found in the documents, the Engineer-in-Charge shall issue any necessary clarification or instruction.
Personnel	1.9.1	The Contractor shall employ the key personnel named in the Schedule of Key Personnel as referred to in the qualification criteria to carry out the functions stated in the Schedule or other personnel approved by the Engineer-in-Charge. The Engineer-in-Charge will approve any proposed replacement of key personnel only if their qualifications, abilities, and relevant experiences are substantially equal to or better than those of the personnel listed in the Schedule.
	1.9.2	If the Engineer-in-Charge asks the Contractor to remove a person who is a member of the Contractor's staff or his work force stating reasons, the Contractor shall

		ensure that the person leaves the Site within seven Days and has no further connection with the work in the Contract.
Procuring Entity's Risks	1.10	The Procuring Entity is responsible for the excepted risks which are : In so far as they directly affect the execution of the Works in India, the risks of war, hostilities, invasion, act of foreign enemies, rebellion, revolution, insurrection or military or usurped power, civil war, riot commotion or disorder (unless restricted to the Contractor's employees), and contamination from any nuclear fuel or nuclear waste or radioactive toxic explosive, or A cause due solely to the design of the Works, other than the Contractor's design.
Contractor's Risks	1.11	All risks of loss of or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract other than the Procuring Entity's risks are the responsibility of the Contractor.
Procuring Entity's use of Contractor's documents	1.12	As between the Parties, the Contractor shall retain the copy right 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 Procuring Entity a non-terminable transferable non- exclusive royalty-free license to copy, use and communicate the Contractor's Documents, including making and using modifications of them. This license shall: Apply throughout the actual or intended working life (whichever is longer) of the relevant parts of the Works, Entitle any person in proper possession of the relevant part of the Works to copy, use and communicate the Contractor's Documents for the purposes of completing, operating, maintaining, altering, adjusting, repairing and demolishing the Works, and in the case of Contractor's Documents which are in the form of computer programs and other software, permit their use on any computer on the Site and other places as envisaged by the Contract, including replacements of any computers supplied by the Contractor. The Contractor's Documents and other design documents made by (or on behalf of) the Contractor shall not, without the Contractor's consent, be used, copied or communicated to a third Party by (or on behalf of) the Procuring Entity for purposes other than those permitted under this Sub-Clause.
Contractor's use of Procuring Entity's Documents	1.13	As between the Parties, the Procuring Entity shall retain the copyright and other intellectual property rights in the Specification, the Drawings and other documents made by (or on behalf of) the Procuring Entity. 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 Procuring Entity's consent, be copied, used or communicated to a third Party by the Contractor, except as necessary for the purposes of the Contract.
Care and Supply of documents	1.14	The approved Specification, Designs and Drawings shall be in the custody and care of the Procuring Entity. Unless otherwise stated in the Contract, one copy of the Contract and of each subsequent Drawing shall be supplied to the Contractor, who may make further copies at his Cost. Each of the Contractor's Documents shall be in the custody and care of the Contractor, unless and until taken over by the Procuring Entity. Unless otherwise stated in the Contract, the Contractor shall supply to the Engineer-in-Charge four 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 Procuring Entity'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.
Delays in issuing drawings or instructions.	1.15	<p>The Contractor shall give notice to the Engineer-in-Charge whenever the Works are likely to be delayed or disrupted if any necessary Drawing or instruction is not issued to the Contractor with in 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 have been issued, and the nature and amount of the delay or disruption likely to be suffered if it is late.</p> <p>If the Contractor suffers delay and/or incurs Cost as a result of a failure of the Engineer-in-Charge to issue the notified Drawing or instruction within a time which is reasonable and is specified in the notice with supporting details, the Contractor shall give a further notice to the Engineer-in-Charge and shall be entitled subject to Sub-Clause 21.2 [Contractor’s Claims] to an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.6 [Extension of Time for Completion],</p> <p>However, if and to the extent that the Engineer-in-Charge’s failure was caused by any error or delay by the Contractor, including an error in, r delay in the submission of, any of the Contractor’s Documents, the Contractor shall not be entitled to such extension of time,</p>
Confidential Details	1.16	<p>The Contractor’s and the Procuring Entity’s Personnel shall not 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.</p> <p>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.</p>
<b>2. The Procuring Entity</b>		
Right of Access to the Site	2.1	<p>The Procuring Entity shall give the Contractor right of access to, and possession of at least 80% of the Site within 30 days of signing of the Contract or within the time specified in the Special Conditions of Contract (SCC). If under the Contract the Procuring Entity is required to give to the Contractor possession of any foundation, structure, plant or means of access, the Procuring Entity shall do so in the time and manner stated in the Specification. However, the Procuring Entity may withhold any such right or possession until the Performance Security has been received.</p> <p>If the Contractor suffers delay as a result of a failure by the Procuring Entity to give any such right or possession within such time, the Contractor shall give notice to the Engineer-in-charge and shall be entitled subject to Sub-Clause 21.2 [Contractor’s Claims] to an extension of time for any such delay, if completion is or will be delayed,</p> <p>After receiving this notice, the Engineer-in-charge shall proceed to agree or determine these matters</p> <p>However, if and to the extent that the Procuring Entity’s failure was caused by any error or delay by the Contractor, including an error in, or delay in the submission of, any of the Contractor’s Documents, the Contractor shall not be entitled to such extension of time.</p>
	2.2	The right and possession may not be exclusive to the Contractor.
Assistance by Procuring Entity	2.3	<p>The Procuring Entity shall provide, at the request of the Contractor, such reasonable assistance as to allow the Contractor to obtain expeditiously any permits, licenses or approvals which the Contractor is required to obtain :</p> <p>For the delivery of Goods, including clearance through customs, and</p>

		For the export of Contractor's Equipment when it is removed from the Site.
Procuring Entity's Personnel	2.4	The Procuring Entity shall be responsible for ensuring that the Procuring Entity's Personnel and the Procuring Entity's other Contractors on the Site, co-operate with the Contractor's efforts under Sub-Clause 4.7[Co-operation],and take actions similar to those which the Contractor is required to take under Sub-Clause 4.8[Safety Procedures]and under Sub-Clause 4.17 [Protection of the Environment]
Procuring Entity's Claims	2.5	<p>If the Procuring Entity considers himself to be entitled to any payment under any Sub-Clause of these Conditions or otherwise in connection with the Contract, and/or to any extension of the Defects Liability Period, the Procuring Entity or the Engineer-in- charge shall give notice and particulars to the Contractor. However, notice is not required for payments due under Sub-Clause 4.18 [Electricity, Water and Gas], under Sub-Clause 4.19 [Issue of Procuring Entity's Equipment and Materials], or for other services requested by the Contractor.</p> <p>The notice shall be given as soon as practicable and no longer than 28 Days after the Procuring Entity 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 Notification Period shall be given 28 days before the expiry of such period. The particulars shall specify the Sub-Clause or other basis of the claim, and shall include substantiation of the amount and/or extension Defects Notification Period to which the Procuring Entity considers himself to be entitled in connection with the Contract. The Engineer-in-charge shall then proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine the amount (if any) which the Procuring Entity is entitled to be paid by the Contractor, and/or the extension (if any) of the Defects Notification Period in accordance with Sub-Clause 13.4 [Extension of Defects Notification Period].</p> <p>This amount may be included as a deduction in the Contract Price and Payment Certificates. The Procuring Entity shall 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.</p>
Quality Control	2.6	<p>The Procuring Entity shall have the right to exercise proper Quality Control measures. The Contractor shall provide a fully equipped field laboratory, testing personnel, consumables and other assistance at his cost to conduct such tests. The Quality Control shall be in three tiers :</p> <p>tier one by the Contractor's Engineers to the specified frequency, by the Engineer-in-Charge's personnel to conform the quality and acceptance of the work and by the Technical Examiner's organisation or such other independent bodies of State Government/ the Department/ Organisation or QCI approved Third Party Quality Inspection Agency. The work shall have to be completed to conform to the specifications and shall be acceptable only after rectification of deficient /defective works as per 'Non Conformance Reports', if any, issued by the above mentioned agency or the Engineer-in-Charge.</p>
<b>3. Engineer-in-Charge</b>		
Duties and Responsibilities	3.1.1	<p>The Superintending Engineer (SE) of the concerned Division will function as the Engineer-in-Charge for the purpose of the Contract or the Procuring Entity shall appoint another engineer as the Engineer-in-charge, as specified in the Contract Data, who shall carry out the duties assigned to him in the Contract and ensure execution of works as per approved drawings, designs, specifications etc.. The Engineer-in-charge's staff shall include suitably qualified Engineers and other professionals who are competent to carry out these duties.</p> <p>The Engineer-in-charge shall have no authority to amend the Contract. The Engineer-in-charge may exercise the authority attributable to the Engineer-in-charge as specified in or necessarily to be implied from the Contract. If the</p>

		<p>Engineer-in-charge is required to obtain the approval of the Procuring Entity before exercising a specified authority, he shall have to obtain that approval.</p>
	3.1.2	<p>The Procuring Entity shall promptly inform the Contractor of any change to the authority attributed to the Engineer-in-charge.                  However, whenever the Engineer-in-charge exercises a specified authority for which the Procuring Entity’s approval is required, then (for the purposes of the Contract) the Procuring Entity shall be deemed to have given approval.                  Except as otherwise stated in these Conditions:                  whenever carrying out duties or exercising authority, specified in or implied by the Contract, the Engineer- in-charge shall be deemed to act for the Procuring Entity; the Engineer-in-charge has no authority to relieve either Party of any duties, obligations or responsibilities under the Contract; and                  iii. any approval, check, certificate, consent, examination, inspection, instruction, notice, proposal, request, test, or similar act by the Engineer-in-charge (including absence of disapproval) shall not relieve the Contractor from any responsibility he has under the Contract, including responsibility for errors, omissions, discrepancies, quality of works and non-compliances to specifications/ instructions of the Engineer-in-charge /Procuring Entity.                  Any act by the Engineer-in-charge in response to a Contractor’s request except otherwise expressly specified shall be notified in writing to the Contractor within 28 Days of receipt.                  The Engineer-in-charge shall obtain the specific approval of the competent authority before taking action under the following Sub-Clauses of these Conditions and other Sub-Clauses, if specified in the Contract Data:                  i. Sub-Clause 4.12 [Unforeseeable Physical Conditions] agreeing or determining an extension of time and/or additional Cost.                  ii. Sub-Clause 9.1 [Right to Vary]: Instructing a Variation, except;                  In an emergency situation as determined by the Engineer-in-charge, or                  If such a Variation would increase the Accepted Contract Amount by less than the percentage specified in the Contract Data.                  Approving a proposal for Variation submitted by the Contract or in accordance with Sub-Clause 9.1 [Right to Vary] or Sub-Clause 9.3 [Value Engineering].                  Notwithstanding the obligation, asset out above, to obtain approval, if, in the opinion of the Engineer-in-charge, an emergency occurs affecting the safety of life or of the Works /workmen or of adjoining property, he may, without relieving the Contractor of any of his duties and responsibility under the Contract, instruct the Contract or to execute all such work or to do all such things as may, in the opinion of the Engineer-in-charge, be necessary to abate or reduce the risk. The Contract or shall forth with comply, despite the absence of approval of the competent authority, with any such instruction of the Engineer-in-charge. The Engineer-in-charge shall determine (after due approval from the competent authority) an addition to the Contract Price, in respect of such instruction, in accordance with Clause 9 [Deviations, Variations and Adjustments] and shall notify the Contract or accordingly, with a copy to the Procuring Entity.</p>
Delegation by Engineer- in- Charge	3.2	<p>The Engineer-in-charge may from time to time assign duties and delegate authority to assistants and may also revoke such assign mentor delegation. These assistants may include a resident Engineer, and/or independent inspectors appointed to inspect and/or test items of works 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-in-charge shall not delegate the authority to determine any matter in accordance with Sub-Clause 3.5</p>

		<p>[Determinations] Each assistant, to whom duties have been assigned or authority has been delegated, shall only be authorized 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-in-charge. However:</p> <p>i. any failure to disapprove any work, Plant or Materials shall not constitute approval, and shall therefore not prejudice the right of the Engineer-in-charge to reject the work, Plant or Materials;</p> <p>ii. if the Contractor questions any determination or instruction of an assistant, the Contractor may refer the matter to the Engineer-in-charge, who shall promptly confirm, reverse or vary the determination or instruction.</p>
Instruction of the Engineer-in-Charge	3.3	<p>The Engineer-in-charge 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-in-charge, or from an assistant to whom the appropriate authority has been delegated under Sub-Clause 3.2. If an instruction constitutes a Variation, Clause 9 [Deviations, Variations and Adjustments] shall apply.</p> <p>The Contractor shall comply with the instructions given by the Engineer-in-charge or delegated assistant, on any matter related to the Contract. Whenever practicable, their instructions shall be given in writing. If the Engineer-in-charge or a delegated assistant:</p> <p>i. gives an oral instruction,</p> <p>ii. receives a written confirmation of the instruction, from (or on behalf of) the Contractor, within two working Days after giving the instruction, and does not reply by issuing a written rejection and/or instruction within two working Days after receiving the confirmation, then the confirmation shall constitute the written instruction of the Engineer-in-charge or delegated assistant (as the case may be).</p>
Replacement of Engineer-in-Charge	3.4	<p>If the Procuring Entity intends to replace the Engineer-in-charge, the Procuring Entity shall inform the contractor by a notice before the intended date of replacement, the name and contact details of the intended replacement of the Engineer-in-charge.</p>
Determinations	3.5	<p>Whenever these Conditions provide that the Engineer-in-charge shall proceed in accordance with this Sub-Clause 3.5 to agree or determine any matter like variations, extensions of time, responsibilities / valuation for loss and or damage to works etc., the Engineer-in-charge shall peruse the Contract, Specifications, Codes and consult the Contractor in an endeavour to reach an agreement. If an agreement is not reached, the Engineer-in-charge shall make a fair determination in accordance with the Contract, taking due regard of all relevant circumstances.</p> <p>The Engineer-in-charge shall give notice to the Contractor of each agreement or determination, with supporting particulars, within 28 Days from the likely date of implementation of such agreement or determination and obtain receipt of the corresponding claim or request except when otherwise specified. The Contractor shall give effect to each determination unless and until revised under Clause 21 [Claims, Disputes and Arbitration].</p>
Minutes of Meeting	3.6	<p>The Engineer-in-charge may require the Contractor to attend a progress review / or quality assurance/ design review meeting during execution of the Works. The Engineer-in-charge shall record the minutes of the meeting and provide a copy within 7 days to the Contractor for compliance. These minutes will be a part of evidence in case of request for extension of time or variation or punitive action</p>



		<p>against the Contractor as per terms of the Contract.</p> <p>In case the issue of minutes is delayed, the Contractor may issue the record note of discussions and decisions taken in the meeting for record and confirmation by the Engineer-in Charge. These shall be treated as confirmed if not denied within 15 days by the Engineer-in-Charge.</p>
4. The Contractor		
General Obligations and Contractor's personnel.	4.1.1	<p>The Contractor shall design, prepare drawings (to the extent specified in the Contract), execute as per specifications and complete the Works in accordance with the Contract and with the Engineer-in-Charge's instructions, and shall remedy any Defects in the Works.</p> <p>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.</p>
	4.1.2	<p>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 shall be responsible for all Contractor's Documents, Temporary Works, and such design of each item of works, Plant and Materials as is required for the item to be in accordance with the specifications for items of Contract, and shall not otherwise be responsible for the design or Specification of the Permanent Works.</p>
	4.1.3	<p>The Contractor shall deploy experienced and competent personnel to execute the works. The quality of workmanship has to be as specified. Personnel not found capable of good workmanship shall be removed and replaced with better workman.</p>
	4.1.4	<p>The Contractor shall, whenever required by the Engineer-in-charge, submit details of the arrangements and methods which the Contract or proposes to adopt for the execution of the Works. He shall also be responsible for the safety of works and personnel at the site and shall submit a safety execution plan (as per relevant code for safety at construction site) for the approval by the Engineer-in-charge. No significant alteration to these arrangements and methods shall be made without this having previously been approved by the Engineer-in-charge. He shall also comply with the requirements of the mitigations of the Environmental impacts of the execution of works.</p>
	4.1.5	<p>If the Contract specifies that the Contractor shall design any part of the Permanent Works, then unless otherwise stated in the Special Conditions of Contract:</p> <ul style="list-style-type: none"> <li>i. the Contractor shall submit to the Engineer-in-charge the Contractor's Documents for this part in accordance with the procedures specified in the Contract.</li> <li>ii. these Contractor's Documents shall be in accordance with the Specification and Drawings, shall be written in the language for communications defined in the Sub-Clause 1.4 [Law and Language] and shall include additional information required by the Engineer-in-charge to add to the Drawings for co-ordination of each Party's designs;</li> <li>iii. the Contractor shall be responsible for this part and it shall, when the Works are completed, be fit for such purposes for which the part is intended as are specified in the Contract; and</li> <li>iv. prior to the commencement of the Tests on Completion, the Contractor shall submit to the Engineer-in-charge the "as-built" drawings, designs and documents and, if applicable, operation and maintenance manuals in accordance with the Specification and insufficient detail for the Procuring Entity to operate, maintain, dismantle, reassemble, adjust and repair all parts of the Works. Such part shall not be considered to be completed for the purposes of taking-over under Clause 12</li> </ul>

		[Taking Over of the Works and Sections] until these documents and manuals have been submitted to the Engineer-in-charge.
	4.1.6	The Contractor shall allow the Engineer-in-charge and any person authorized by the Engineer-in-charge access to the Site, to any place where work in connection with the Contract is being carried out or is intended to be carried out and to any place where Materials or plant are being installed / assembled for the Works. The contractor may satisfy himself regarding site, acquisition of land, approach roads etc.
	4.1.7	The liability, if any, on account of quarry fees, royalties, octroi, service tax, and any other taxes and duties in respect of materials actually consumed on public work shall be borne by the Contractor.
	4.1.8	The cost of all water / power connections necessary for the execution of the Works and the cost of water consumed and hire charges of meters and the cost of electricity consumed in connection with the execution of the Works shall be paid by the Contractor except where otherwise specifically indicated. He shall also be responsible for environment mitigated disposal of waste water released during execution.
Compliance with the Code of Integrity	4.2.1	The Contractor is bound by the provisions of the Code of Integrity stipulated in the Act , the Rules and specified in ITB Sub-Clause 1.3 [Code of Integrity] and refrain himself from corrupt, fraudulent, coercive and collusive practices which are defined as below: a) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party; b) “fraudulent practice” means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation; c) “coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the action sofa party; d) “collusive practice” means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party.
	4.2.2	The Procuring Entity shall take legal action against the Contractor, if it breaches any provisions of the Code of Integrity, under Section 11(3), 46 and chapter IV of the Act.
	4.2.3	The Contractor shall permit the Procuring Entity to inspect the Contractor’s accounts and records relating to the performance of the Contract and to have them audited by auditors appointed by the Procuring Entity, if so required by the Procuring Entity.
Performance Security	4.3.1	The Contractor shall have the option to furnish a Performance Security @ 10% of the Accepted Contract Amount, in Indian Rupees, in one of the following forms [strike out which is not applicable]: i. Deposit through eGRAS; or ii. Bank Draft or Banker's Cheque of a Scheduled Bank in India; or iii. National Savings Certificates and any other script/ instrument under National Savings Schemes for promotion of small savings issued by a Post Office in <i>[insert name of state]</i> , if the same can be pledged under the relevant rules. They shall be accepted at their surrender value at the time of Bid and formally transferred in the name of the Procuring Entity with the approval of Head Post Master; or iv. Bank guarantee. It shall be of a scheduled Bank in India in prescribed or other acceptable format or from other Issuer acceptable to the Procuring Entity. The bank

		<p>guarantee shall be got verified from the issuing bank and confirmer, if any; or</p> <p>v. Fixed Deposit Receipt (FDR) of a Scheduled Bank in India. It shall be in the name of the Procuring Entity on account of Bidder and discharged by the Bidder in advance. The Procuring Entity shall ensure before accepting the Fixed Deposit Receipt that the Bidder furnishes an undertaking from the bank to make payment/ premature payment of the Fixed Deposit Receipt on demand to the Procuring Entity without requirement of consent of the Bidder concerned. In the event of forfeiture of the Performance Security, the Fixed Deposit shall be forfeited along with interest earned on such Fixed Deposit.</p> <p>vi. The Contractor shall have option to get the Performance Security deposited by deduction from his each running and final bill (Payment Certificate) @ 10% of the amount of the bill.</p>
Additional Performance Security	4.3.2	<p>i. If the Bid, which results in the lowest evaluated bid price, is seriously imbalanced or front loaded in the opinion of the Procuring Entity, the Procuring Entity may require the Bidder to produce detailed price analysis for any or all items of the Bill of Quantities to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analysis, taking into consideration the schedule of estimated Contract payments, the Procuring Entity may require that the amount of the performance security be increased (to a maximum of 20% of the difference in amount of such items) at the expense of the Bidder to a level sufficient to protect the Procuring Entity against financial loss in the event of default by the successful Bidder under the Contract.</p> <p>ii. Without limitation to the provisions of the rest of this Sub-Clause, whenever the Engineer-in-charge determines an addition to the Contract Price as a result of a change in Cost, or as a result of a Variation of the Contract Price, the Contractor shall at the Engineer-in-charge's request promptly increase the Performance security to a level of 10 percent of the increased Contract Price.</p>
	4.3.3	<p>The proceeds of the Performance Security shall be forfeited and shall be payable as compensation to the Procuring Entity on happening of any of the events mentioned below:</p> <p>when the Contractor does not execute the agreement within the specified time; after issue of letter of acceptance/ placement of work order; or</p> <p>when the Contractor fails to commence the work within the time specified; or</p> <p>when the Contractor fails to complete the work satisfactorily within the time specified; or</p> <p>iv. when any terms and conditions of the contract is breached; or</p> <p>v. Failure by the Contractor to pay the Procuring Entity any amount due, either as agreed by the Contractor or determined under any of the Sub-Clauses of these Conditions or another agreement, within 30 Days of the service of notice to this effect by Engineer-in-Charge; or</p> <p>vi. if the Contractor breaches any provision of the Code of Integrity prescribed for Bidders specified in the Act, the Rules, ITB Sub-Clause 1.3 and Sub-Clause 4.2.1 of these conditions.</p> <p>Notice of reasonable time will be given in case of forfeiture of Performance Security. The decision of the Procuring Entity in this regard shall be final.</p>
	4.3.4	<p>The Contractor shall ensure that the Performance Security remains valid up to a period 60 days beyond fulfilment of all the obligations of the Contractor under the Contract, including defect liability and maintenance, if any. 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 as provided in the Contract, the Contractor shall get extended the validity of the Performance Security.</p> <p>Failure by the Contractor to extend the validity of the Performance security as</p>

		described herein above, in which event the Engineer-in-charge may claim the full amount of the performance security.
	4.3.5	<p>The Procuring Entity shall return the Performance Security or release the Performance Security Declaration to the Contractor as below after completion of all obligations under the Contract, more specifically, after the expiry of the period as specified below:</p> <p>i. In case of contracts relating to hiring of trucks and other T&amp;P, transportation including loading, unloading of materials, the Performance Security will be refundable along with the final bill.</p> <p>ii. Ordinary repairs: 3 months after the completion of the Works, provided the final bill has been paid.</p> <p>iii. Original Works / Special Repair Works: Performance Security will be refunded six months after completion, or after expiry of one full rainy season, or after expiry of defect liability period and maintenance period, if any specified in the Contract Data, whichever is later, provided the final bill has been paid.</p> <p>iv. In case of supply of materials: after 3 months of completion of supply, provided the final bill has been paid.</p> <p>v. In case of PWD original Works/ Special Repair Works costing more than Rupees 100 lakh, partial amount of Performance Security will be refunded during the defect liability @ 10% of the Performance Security amount after the lapse of one year of completion and thereafter 10% of original amount of Performance Security at the end of each subsequent year. The remaining amount of Performance Security will be refunded after the satisfactory expiry of the defect liability period.</p>
	4.3.6	In the event of the Contract being determined or rescinded under any of the provisions of Sub-Clause 16.1, the Performance Security shall stand forfeited in full and shall be absolutely at the disposal of the Procuring Entity.
	4.3.7	For works for which a maintenance period of 3-5 years is also specified in addition to the defect liability period. The regular maintenance shall be a part of the BOQ of the Contract as a lump sum amount per annum to be paid on quarterly basis. Necessary price escalation as per provisions in the Contract shall also be payable for years subsequent to the expiry of the Defect Liability Period.
Commencement of Work at the earliest. Record the commencement or start date.	4.4	The Contractor shall commence the Works after signing of the Contract within the period as specified in the Special Conditions of the Contract. In case the Contractor does not commence the works within the above period, the Engineer-in-charge shall issue a notice after the expiry of the said period. The actual date of commencement shall be duly recorded by the Engineer-in-Charge.
Contractor's Representative	4.5	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-in-charge 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 this Sub-Clause, or if the appointed person fails to act as Contractor's Representative, or conducts improperly at the Site, the Contractor shall submit the

		<p>name and particulars of another suitable person for such appointment. The former representative shall be removed within 24 hours of such notice by the Engineer-in-charge.</p> <p>The Contractor shall not, except if the representative has lost the confidence of the Contractor or is not complying to the instructions of the Engineer-in-charge or his assistants, remove without the prior consent of the Engineer-in-charge, revoke the appointment of the Contractor's Representative or appoint a replacement.</p> <p>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-in-charge's prior consent, and the Engineer-in-charge 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-in-charge] and comply with them.</p> <p>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-in-charge has received prior notice signed by the Contractor's Representative, naming the person and specifying the powers, functions and authority being delegated or revoked. The Contractor's Representative shall be fluent in the language for communications defined in Sub-Clause 1.4. If the Contractor's Representative's delegates are not fluent in the said language, the Contractor shall make competent interpreters available during all working hours in a number deemed sufficient by the Engineer-in-charge.</p>
<p>Sub-Contractor, nominated Sub-Contractor.</p>	<p>4.6</p>	<p>The Contractor shall not Sub-let or subcontract the whole/ or even part of the Works without the consent of the Engineer-in-charge. The Contractor shall submit a list of sub-contractors along with their credentials about (a) Technical capacity, (b) Financial capability and (c) the Experience of similar work, which is proposed to be sub-contracted. The Engineer-in-Charge (EIC) shall scrutinize the offers submitted by the Contractor, and shall approve the sub-contractors based on their overall capability to execute the proposed sub-contracted work. The agreement between the Contractor and each sub-contractor shall be submitted by the Contractor to the EIC and would require prior approval of the EIC. Such agreement between the Contractor and sub-contractor should be reasonable, workable and justified.</p> <p>If at any stage during execution, a sub-contractor is found working at Site without prior approval of the EIC, than the work being done by such Contractor shall be stopped at Site and payment to the Contractor for that particular work shall not be made by the EIC.</p> <p>It shall be responsibility of the Contractor to ensure that no unauthorized sub-contractor works on any work Site.</p> <p>If the Contractor does so, the Contract shall be liable to be terminated under Sub-Clause 16.1 [Termination by Procuring Entity]. Details of the capability of such proposed Sub-Contractors (except the nominated Sub-Contractor named by the Engineer-in-charge) shall be approved by the Engineer-in-charge. The Contractor shall be responsible for the misconduct, acts or defaults of any Sub contractor, his agents or employees, as if they were the acts or defaults of the Contractor.</p> <p>Unless otherwise stated:</p> <p>the Contractor shall not be required to obtain consent to suppliers solely of materials, or to a subcontract for which the nominated Sub contractor is named in the Contract.</p> <p>the Contractor shall give the Engineer-in-charge not less than 28 Days' notice of the intended date of the commencement of each Sub-Contractor's work, and of the commencement of such work on the Site.</p> <p>The Contractor shall not be required to obtain such consent for:</p>

		<p>The provision of labours,  The purchase of materials which are in accordance with the standards specified in the Contract, or  The subcontracting of any part of the works for which subcontractor is named in the Contract  The Contractor shall ensure that the requirements imposed on the Contractor regarding Confidentiality as defined in the GCC Sub-Clause 1.16 [Confidential Details] shall apply equally to each nominated Subcontractor / Subcontractor.</p>
Co-Operation	4.7	<p>The Contractor shall, as specified in the Contractor as instructed by the Engineer-in-charge, allow appropriate opportunities for carrying out work to:  the Procuring Entity's Personnel,  any other Contractors employed by the Procuring Entity, and  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.  Any such instruction shall constitute a Variation if and to the extent that it causes the Contractor to suffer delays and/or to incur Unforeseeable Cost. Services for these personnel and other Contractors may include the use of Contractor's Equipment, Temporary Works or access arrangements which are the responsibility of the Contractor.  If, under the Contract, the Procuring Entity is required to give to the Contractor, possession of any foundation, structure, plant or means of access in accordance with Contractor's Documents, the Contractor shall submit such documents to the Engineer-in-charge in the time and manner stated in the Specifications.</p>
Safety Procedures at the site of works	4.8.1	<p>The Contractor shall:</p> <ol style="list-style-type: none"> <li>i. prepare and submit for approval by the Engineer-in-charge an auditable safety plan at Site in accordance with relevant Code. The Contractor shall comply with all applicable safety regulations;</li> <li>ii. take care for the safety of all persons entitled to be on the Site;</li> <li>iii use reasonable efforts to keep the Site and Works clear of unnecessary obstruction so as to avoid danger to these persons;</li> <li>iv. provide fencing, lighting, guarding and watching of the works until completion and taking over under Sub-Clause 12.1 [Taking over of Works]; and</li> <li>v. 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.</li> </ol> <p>In addition to the provisions of this Contract, the Contractor shall follow the safety code of the Department.</p>
Safety Provisions for labour	4.8.2	<p>In respect of all labour directly or indirectly employed, noncompliance in the work for the performance of the Contractor's part of this Contract, the Contractor shall at his own expense arrange for the safety provisions as per P.W.D. Safety Code framed from time to time and shall at his own expense provide for all facilities in connection therewith. In case the Contractor fails to make arrangement and provide necessary facilities as aforesaid, the Engineer-in-Charge shall be entitled to provide for all such arrangements at the risk and cost of the Contractor plus 15% as agency charges.</p>
Quality Assurance	4.9.1	<p>The Procuring Entity shall have the right to exercise proper Quality Control measures to ensure that the works have been executed as per specifications and have the designed durability. It will be in three tiers:</p> <p>The first tier being the Contractor's engineers ensuring full compliance to specifications and conforming the same through testing (as per frequencies specified in the BIS, IRC or other relevant codes) on input materials, processes and the output in the field laboratory established by the Contractor at his cost .</p> <p>The second tier shall be the Engineer-in-charge's team conducting such tests to the</p>

		<p>extent of the specified code frequency at the Contractor's field laboratory or Department/ Organization's laboratory and comparing the results with those carried out by the Contractor's Engineers; and</p> <p>The third tier shall be the 'Third Party Quality Inspections' by the QCI approved / accredited Inspection Bodies as per ISO 17020, or by the Technical Examiner of the Department/ Organisation, where exists. The QCI approved / accredited Inspection Body may be selected through competitive bidding. The third tier shall conduct such tests to the extent of 10% of the specified frequencies duly witnessed by the Contractor's &amp; Procuring Entity's Engineers and providing a final acceptability on the Works costing above Rs. 10 crores for buildings and structures and Rs.20 crores for roads, bridges/ flyovers, canals, dams, etc, as specified in the SCC.</p> <p>The Contractor shall provide all assistance to conduct such tests.</p>
	4.9.2	<p>The Contractor shall institute a approved quality assurance plan stating the methodology / responsibility for sampling, testing/ confirmatory testing, testing frequencies, statistical quality controls, observation / report formats, acceptance criteria, issue and resolution of Non Conformance Reports etc. to demonstrate compliance with the requirements of the specifications. The system shall be in accordance with the details stated in the Contract. The Engineer-in-charge shall be entitled to audit any aspect of the system.</p> <p>Details of all procedures and compliance documents shall be submitted to the Engineer-in-charge for information before each design and execution stage is commenced. When any document of a technical nature is issued to the Engineer-in-charge, evidence of the prior acceptance by the Contractor himself shall be apparent on the document itself.</p> <p>Compliance with the quality assurance system shall not relieve the Contractor of any of his duties, obligations or responsibilities under the Contract.</p>
Site Data	4.10.1	<p>The Procuring Entity shall have made available o the Contractor for his information, prior to the Base Date, all relevant data in the Procuring Entity's possession on sub-surface and hydrological conditions at the Site, including environmental aspects. The Procuring Entity shall similarly make available to the Contractor all such data which come in to the Procuring Entity's possession after the Base Date. The Contractor shall be responsible for verifying and interpreting all such data. The Procuring Entity shall not be held responsible about the correctness of all such data and the Contractor shall confirm/ verify all such data at his own cost.</p>
	4.10.2	<p>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 Bid for 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 Bid as to all relevant matters, including (without limitation):</p> <p>the form and nature of the Site, including sub-surface conditions,</p> <p>the hydrological and climatic conditions,</p> <p>the extent and nature of the work and goods necessary for the execution and completion of the Works and the remedying of any Defects,</p> <p>the Laws, procedures and labour practices of India, particularly <i>[insert name of state]</i>, and</p> <p>the Contractor's requirements for access, accommodation, facilities, personnel, power, transport, water and other services.</p>
Sufficiency of the Contracted Amount	4.11	<p>The Contractor shall be deemed to:</p> <ol style="list-style-type: none"> <li>i. have satisfied himself as to the correctness and sufficiency of the Accepted Contract Amount, and</li> <li>ii. have based the Accepted Contract Amount on the data, interpretations,</li> </ol>

		<p>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 (including those under Provisional Sums, if any) and all things necessary for the proper execution and completion of the Works and the remedying of any Defects.</p>
<p>Unforeseeable Physical Conditions</p>	<p>4.12</p>	<p>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 the Procuring Entity considers to have been Unforeseeable, the Contractor shall give notice to the Engineer-in-charge as soon as practicable.                  This notice shall describe the physical conditions, so that they can be inspected by the Engineer-in-charge, and shall set out the reasons why the Contractor considers them to be Unforeseeable. The Contractor shall continue executing the Works, using such proper and reasonable measures as are appropriate for the physical conditions, and shall comply with any instructions which the Engineer-in-charge may give. If an instruction constitutes a Variation, Clause 9 [Deviations, Variations and Adjustments] shall apply.                  If and to the extent that the Contractor encounters physical conditions which are Unforeseeable, gives such a notice, and suffers delay and/ or incurs Cost due to these conditions, the Contractor shall be entitled subject to notice under Sub-Clause 21.2 [Contractor’s Claims] to:                  an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.6[Extension of Time for Completion],and                  payment of any such Cost, directed to be incurred by the Contractor as approved extra item which shall be included in the Contract Price.                  Upon receiving such notice and inspecting and/or investigating these physical conditions, the Engineer-in-charge shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine whether and (if so) to what extent these physical conditions were Unforeseeable, and the matters described in sub-paragraphs (i) and (ii) above related to this extent by the Contractor, but the Engineer-in-charge shall not be bound by the Contractor’s interpretation of any such evidence.                  However, before additional Cost is finally agreed or determined under sub-paragraph (ii), the Engineer-in-charge may also review whether other physical conditions in similar parts of the Works (if any) were more favourable than could reasonably have been foreseen when the Contractor submitted the Bid. If and to the extent that these more favourable conditions were encountered, the Engineer-in-charge may proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine the reductions in Cost which were due to these conditions, which may be included (as deductions) in the Contract Price and Payment Certificates.                  However, the net effect of all adjustments under sub-paragraph (ii) and all these reductions, for all the physical conditions encountered in similar parts of the Works, shall not result in a net reduction in the Contract Price.</p>
<p>Right of Way and Facilities</p>	<p>4.13.1</p>	<p>Unless otherwise specified in the Contract the Procuring Entity shall provide 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.</p>
	<p>4.13.2</p>	<p>The Contractor shall allow the Engineer-in-charge and any person authorized by the Engineer-in-charge access to the Site, to any place where work in connection with</p>



		the Contract is being carried out or is intended to be carried out and to any place where materials are being collected or stored or plant are being installed/ assembled for the Works. The contractor may satisfy himself regarding site, acquisition of land, approach roads etc.
Avoidance of Interference with public conveniences	4.14	The Contractor shall not interfere unnecessarily or improperly with: <ul style="list-style-type: none"> <li>i. the convenience of the public, or</li> <li>ii. the access to and use and occupation of all roads and footpaths, irrespective of whether they are public or in the possession of the Procuring Entity or of others</li> </ul> The Contractor shall indemnify and hold the Procuring Entity harmless against and from all damages, losses and expenses (including legal fees and expenses) resulting from any such unnecessary or improper interference.
Access Routes to Site	4.15	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: the Contractor shall (as between the Parties) be responsible for any maintenance which may be required for his use of access routes; 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; the Procuring Entity shall not be responsible for any claims which may arise from the use or otherwise of any access route; the Procuring Entity does not guarantee the suitability or availability of particular access routes; and Costs due to non-suitability or non-availability, for the use required by the Contractor, of access routes shall be borne by the Contractor.
Contractor's Equipment	4.16	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-in-Charge. However, consent shall not be required for vehicles transporting Goods or Contractor's Personnel offsite.
Protection of the Environment	4.17	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. The Contractor shall ensure that emissions, surface discharges and effluent from the Contractor's activities shall not exceed the values stated in the Specifications or prescribed by applicable Laws. The Contractor shall, throughout the execution and completion of the Works and the remedying of any Defects therein: have full regard for the safety of all persons entitled to be upon the Site and keep the Site (so far as the same is under his control) and the Works (so far as the same are not completed or occupied by the Procuring Entity) in an orderly state appropriate to the avoidance of danger to such persons; and provide and maintain at his own Cost all lights, guards, fencing, warning signs and watchmen and other things necessary or required by the Engineer-in-charge or by any duly constituted authority, for the protection of the Works or for the safety and convenience of the public or others.
Electricity, Water and Gas	4.18	The Contractor shall, except as stated below, 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.

		<p>The Contractor shall be entitled to use for the purposes of the Works such supplies of electricity, suitable water, gas and other services as may be available on the Site with due permission of the service provider, on payment of billing value. The Contractor shall, at his risk and cost, provide any apparatus necessary for his use of these services and for measuring / paying for the quantities consumed.</p> <p>The quantities consumed and the amounts due for such services shall be agreed or determined by the Engineer- in- Charge in accordance with Sub-Clause 2.5 [Procuring Entity’s Claims] and Sub-Clause 3.5 [Determinations]. The Contractor shall pay these amounts to the Procuring Entity /service provider.</p>
<p>Issue of Procuring Entity’s Equipment and Materials</p> <p>(Not applicable in case of Lump Sum Contract)</p>	<p>4.19</p>	<p>The Procuring Entity may on request issue its machinery and equipment on hire to the Contractor, if available, for the use in the execution of the Works. The hire charges shall be as provided in the Contract Data or on the rates declared by the Procuring Entity in general.</p> <p>The Procuring Entity shall hand over the equipment in good working condition duly confirmed by the Contractor at the time of issue, along with departmental operators, helpers. The Contractor shall be responsible for the proper operation and care of the Procuring Entity’s Equipment, POL, washout and ordinary repairs Contractor’s operators shall not operate the equipment and the rentals / hire and other charges shall be deposited in advance for every 15 days by the Contractor failing which these shall be recovered from the immediately next Interim payment due to the Contractor.</p> <p>The Procuring Entity may issue materials like cement, steel, etc.(if available) to the Contractor for bonafide use in the Works at the rates specified in the Contract Data or at issue rate plus storage charges or free of cost, if it is a labour rate Contract, at the time and place specified in the Contract. Such materials shall be issued at different stages in quantities calculated for each stage by the Engineer-in-Charge.</p>
<p>Progress Reports</p>	<p>4.20</p>	<p>Unless otherwise stated in the Conditions, monthly progress reports shall be prepared by the Contractor and submitted to the Engineer-in-charge in specified number of copies along with the interim payment certificates, and the updated construction programme on MS Project or similar software for the next month. 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 month to which it relates. Reporting shall continue until the Contractor has completed all works which is known to be out standing at the completion date stated in the Taking-Over Certificate for the Works. Each report shall include:</p> <ul style="list-style-type: none"> <li>charts, drawings, outputs and detailed descriptions of progress, including each stage of design (if any) on MS project or similar software, 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 Sub-Clause 5.2 [Nomination of Sub-Contractors]);</li> <li>photographs (in adequate numbers) showing the status of progress of works on the Site;</li> <li>the details described in Sub-Clause 6.12 [Records of Contractor’s Personnel &amp; Equipment];</li> <li>copies of quality assurance documents, test results, test certificates of manufactured Materials and action taken on Third Party Quality Inspections by the Contractor;</li> <li>list of notices given under Sub-Clause 2.5 [Procuring Entity’s Claims] and notices given under Sub-Clause 21.2 [Contractor’s Claims];</li> <li>safety statistics, including details of any hazardous incidents and activities relating to environmental aspects and public relations; and</li> <li>comparisons of actual and planned progress, hindrances, with details of any events or circumstances which may jeopardize the completion in accordance with the</li> </ul>

		Contract, and the measures being (or to be) adopted to overcome delays.
Security of the Site and Works	4.21	<p>Unless otherwise stated in the Conditions: the Contractor shall be responsible for keeping unauthorized persons off the Site, authorized persons shall be limited to the Contractor’s Personnel and the Procuring Entity’s Personnel; and to any other personnel notified to the Contractor by the Procuring Entity or the Engineer-in-charge, as authorized personnel of the Procuring Entity’s other Contractors on the Site.</p> <p>The contractor shall arrange to protect, at his own cost, in an adequate manner, all cut stone work and other work, requiring protection and to maintain such protection as long as work is in progress. He shall remove and replace this protection, as required by the Engineer-in-charge, from time to time. Any damage to the work, so protected, no matter how it may be caused, shall be made good by the Contractor free of cost. All templates, forms, moulds, centering, false works and models which in the opinion of the Engineer-in-charge are necessary for the proper and workman like execution of the work, shall be provided by the Contractor free of cost.</p> <p>The Contractor shall arrange to keep the site and works secure from manmade disasters, explosions by design or by accident or both at his own cost.</p>
Contractor’s Operations on Site	4.22	<p>The Contractor shall confine his operations to the Site, and to any additional areas which may be obtained by the Contractor and agreed to by the Engineer-in-charge 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.</p> <p>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.</p> <p>When the annual repairs and maintenance of Works are carried out, the splashes and droppings from white washing, colour washing, painting etc. on walls, floor, windows etc. shall be removed and the surface cleaned simultaneously with the completion of these items of work in the individual rooms, quarters or premises etc. where the work is done without waiting for the actual completion of all the other items of work in the Contract. In case the Contractor fails to comply with the requirements of this Sub-Clause, the Engineer-in-Charge shall have the right to get this work done at the Cost of the Contractor either Departmentally or through any other agency. Before taking such action, the Engineer-in-Charge shall give ten Days’ notice in writing to the Contractor.</p> <p>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 Notification Period, such goods, equipment as are required by the Contractor to fulfil obligations under the Contract.</p>
Fossils / antiques and articles of value	4.23	<p>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 Engineer-in-charge / Procuring Entity. The Contractor shall take reasonable precautions to prevent Contractor’s Personnel or other persons from removing or damaging any of these findings.</p> <p>The Contractor shall, upon discovery of any such finding, promptly give notice to the Engineer-in-charge, who shall issue instructions for dealing with it. If the Contractor suffers delay and/or incurs Cost from complying with the instructions, the Contractor shall give a further notice to the Engineer-in-charge and shall be entitled subject to Sub-Clause 21.2 [Contractor’s Claims] to:</p>

		<p>i. an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.6 [Extension of Time for Completion]; and</p> <p>ii. Payment of any such Cost, which shall be included in the Contract Price. After receiving this further notice, the Engineer-in-charge shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters.</p>
Completion Plans to be Submitted by the Contractor	4.24	<p>The Contractor shall submit completion drawings, designs within thirty Days of the virtual completion of the Works.</p> <p>In case, the Contractor fails to submit the completion drawings, designs as aforesaid, the Engineer-in-charge shall be authorised to get these as built drawings, designs and other data prepared in 6 copies (4 hard and two soft) at the cost of the Contractor.</p>
Contractor to Supply Tools & Plants etc.	4.25	<p>The Contractor shall provide at his own Cost all materials plant, tools, appliances, implements, ladders, cordage, tackle, scaffolding and Temporary Works required for the proper execution of the Works, whether original, altered or substituted and whether included or not in the Specification or other documents forming part of the Contractor referred to in these conditions, or which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in-Charge as to any matter as to which under these conditions he is entitled to be satisfied, or which he is entitled to require together with carriage therefore to and from the Works.</p> <p>The Contractor shall also supply without charge the requisite number of persons with the means and materials, necessary for the purpose of setting out Works, and counting, weighing and assisting the measurement for examination at any time and from time to time of the work or Materials. Failing his so doing the same may be provided by the Engineer-in-Charge at the actual Cost +15% as agency charges to the Contractor, under this Contract or otherwise and/ or from his Performance Security or the proceeds of sale thereof, or of a sufficient portion thereof.</p>
Changes in the firm's constitution to be intimated	4.26	<p>Where the Contractor is a partnership firm, the previous approval in writing of the Engineer-in-Charge shall be obtained before any change is made in the constitution of the firm. Where the Contractor is an individual or a Hindu undivided family business concern such approval as aforesaid shall likewise be obtained before the Contractor enters into any partnership agreement where under the partnership firm would have the right to carry out the Works hereby undertaken by the Contractor. If previous approval as aforesaid is not obtained, the Contract shall be deemed to have been subcontracted in contravention of Sub-Clause 4.6 [Sub-Contractor, nominated Sub-Contractor] and the same action may be taken and the same consequences shall ensue as provided in the Sub-Clause 16.1 [Termination by Procuring Entity]</p>
<b>5. Sub-Contractor and Nomination of Sub-Contractor</b>		
Sub-Contractor	5.1	<p>A Sub Contractor, if permitted under the Contract, is a firm or a person specified by the Contractor in his Bid along with details of his capabilities on equipment/ machineries, personnel (technical and others), experience on similar works specific to the project, commitment to Quality assurance etc. He should not have been debarred by the Procuring Entity or the State Government.</p>
Nomination of Sub-Contractor	5.2	<p>In the Contract, "nominated Sub-Contractor" means a Sub-Contractor:</p> <p>(a) who is stated in the Contract as being a nominated Sub-contractor, or</p> <p>(b) Whom the Engineer-in-charge, instructs the Contractor to employ as a Sub contractor subject to Sub-Clause 5.3 [Objection to Nomination].</p>
Objections to nominations	5.3	<p>The Contract or shall not be under any obligation to employ a nominated Sub-contract or against whom the Contract or raises reasonable objection by notice to the Engineer-in-charge as soon as practicable, with supporting particulars.</p>

Payment to Nominated Sub-Contractor	5.4	The Contractor shall pay to the Nominated Sub-Contractors the amounts shown on the Nominated Sub-contractor's invoices approved by the Contractor which the Engineer-in-charge certifies to be due in accordance with the sub-contract. These amounts plus other charges paid to the Nominated Sub-Contractor shall be included in the Contract Price in accordance with Sub-Clause 9.6 [Provisional Sums].
Evidence of payments	5.5	Before issuing a Payment Certificate which includes an amount payable to a nominated Subcontractor, the Engineer-in-Charge may request the Contractor to supply reasonable evidence that the nominated Subcontractor has received all amounts due in accordance with previous Payment Certificates, less applicable deductions for retention or otherwise. Unless the Contractor: submits this reasonable evidence to the Engineer-in-Charge, or (b) (i) satisfies the Engineer-in-Charge in writing that the Contractor is reasonably entitled to withhold or refuse to pay these amounts, and (ii) submits to the Engineer-in-Charge reasonable evidence that the nominated Subcontractor has been notified of the Contractor's entitlement, then the Procuring Entity 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 to submit the evidence described in sub-paragraphs (a) or (b) above. The Contractor shall then repay, to the Procuring Entity, the amount which the nominated Subcontractor was directly paid by the Procuring Entity.
6. Engagement of Staff and Labour by the Contractor		
Staff and Labour	6.1	i. Except as otherwise stated in the Specifications, the Contractor shall make arrangements for the engagement of all staff and labour, local or otherwise, and for their payment, water, power, healthcare backup, transport and, when appropriate, housing. ii. The Contractor is encouraged, to the extent practicable and reasonable, to employ staff and labour with appropriate qualifications and experience from sources within India. iii. No Engineer of gazetted rank or other gazetted officer employed in Engineering or administrative duties in an Engineering Department of the Government of <i>[insert name of state]</i> shall work as a Contractor or employee of a Contractor for a period of two years after his retirement from Government service without the previous permission of State Government in writing. The Contract is liable to be cancelled if either the Contractor or any of his employees is found at any time to be such a person who had not obtained said permission prior to engagement in the Contractor's service, as the case may be.
Bidder barred from bidding if near Relatives working in Procuring Entity's office	6.2	The Contractor shall not be permitted to bid for works of a Procuring Entity in which his near relative is an employee. He shall also not have a person as his employee who is a near relative of an employee of the Procuring Entity. Any breach of this condition by the Contractor shall be considered as breach of Code of Integrity and shall render him liable to action under Section 11(3) of the Act which includes exclusion of his Bid from procurement process, forfeiture of Bid Security, Performance Security or any other security or bond relating to procurement, recovery of payments made, if any, along with interest at bank rate, cancellation of the Contract, if already made, debarment from future bidding for a period up to three years, etc. Note: By the term 'near relative' is meant wife, husband, parents and grand-parents, children and grand-children, brothers and sisters, uncles and cousins and their corresponding in-laws.

Employment of Technical Staff and other Employees	6.3.1	The Contractor shall Engage technical personnel as per list provided for in the Contract and provide all necessary superintendence during execution of the Works and as long thereafter as may be necessary for proper fulfilling of the obligations under the Contract. The EIC of the Contractor shall be his principal technical representative. Other personnel shall be engaged as specified in the qualification criteria.
	6.3.2	The technical staff should always be available at site whenever required by Engineer- in- charge to take instructions. The Contractor shall comply with the provisions of the Apprenticeship Act, 1961, and the Rules and Orders issued, there under, from time to time. If he fails to do so, his failure will be a breach of Contract. The Contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the said Act.
Responsibility of the Technical Staff and employees	6.4	Technical officers/ staff deployed by the Contractor at any construction Site will be responsible for proper quality of Works and physical targeted progress of the Works.
Rate of Wages and Conditions of Labour	6.5	The Contractor shall not pay less than fair wages/ minimum wages to labourers engaged by him on the Works as revised from time to time by the State Government, but the Procuring Entity shall not be liable to pay anything extra for it except as stipulated in price escalation Sub-Clause of the agreement. Explanation: "Fair Wage" means minimum wages for time or piece work, fixed or revised, by the State Government under the Minimum Wages Act, 1948. The Contractor shall, notwithstanding the provisions of any contract to the contrary, cause to be paid fair wages to labourers directly or indirectly engaged on the Works, including any labour engaged by his Sub-Contractors in connection with the said Works as if the labourers have been immediately or directly employed by him. In respect of all labourers, immediately or directly employed on the Works, for the purpose of Contractor's part of this agreement, the Contractor shall comply with or cause to be complied with the Public Works Department Contractor's Labour Regulations made, or that maybe made by the State Government from time to time in Regard to payment of wages, wage period, deductions from wages, recovery of wages not paid, and unauthorized deductions, maintenance of wages register, wage card, publication of scale of wages and other terms of employment, inspection and submission of periodical returns and other matters of a like nature. The Engineer-in-charge shall have the right to deduct from the money due to the Contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers, by reasons of non-fulfilment of the conditions of the Contract, for the benefit of the worker or the workers, non-payment of wages or of deductions made there from, which are not justified by the terms of the Contract, or as a result of non-observance of the aforesaid regulations. Vis-à-vis the State Government of <i>[insert name of state]</i> , the Contractor shall be primarily liable for all payments to be made and for the observance of the regulations aforesaid, without prejudice to his right to claim indemnity from his Sub-Contractors. The regulations, aforesaid, shall be deemed to be part of this Contract and any breach, thereof, shall be deemed to be breach of the Contract.
Contractor not to engage staff of Procuring Entity	6.6	The Contractor shall not recruit, or attempt to recruit, full time (on leave) or part time the staff and labour from amongst the Procuring Entity's Personnel in any capacity.

Working Hours	6.7	No work shall be carried out on the Site on locally recognized Days of rest, or outside the normal working hours stated in the Contract Data, unless: i otherwise stated in the Contract, ii. the Engineer-in-charge gives consent, or iii 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-in-charge.
Facilities for Staff and Labour	6.8	Except as otherwise stated in the Specifications, the Contractor shall provide and maintain all necessary accommodation and welfare facilities for the Contractor's Personnel. The Contractor shall also provide work site facilities for the Procuring Entity's Personnel as stated in the Specifications. 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.
Health & Safety	6.9	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, doctor at call and ambulance service are available at all times at the Site and at any accommodation for Contractor's and Procuring Entity's Personnel, and that suitable arrangements are made for all necessary welfare and hygiene requirements and for the prevention of epidemics. The Contractor shall appoint a safety officer at the Site, responsible for maintaining safety and protection against accidents. This person shall be qualified and trained 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-in-charge, details of any accident occurred at the Site or to or due to the Works, 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-in-charge may reasonably require.
Contractor's Superintendence	6.10	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 Works. Superintendence shall be given by a sufficient number of persons having adequate knowledge of the language for communications (defined in Sub-Clause 1.4 [Law and Language] and of the operations to be carried out (including the methods and techniques required, the hazards likely to be encountered and methods of preventing accidents), for the satisfactory and safe execution of the Works.
Contractor's Personnel	6.11	Contractor's Personnel shall be appropriately qualified, skilled and experienced in respective trades or occupations. The Engineer-in-charge 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: i persists in any misconduct or lack of care, ii carries out duties incompetently or negligently, iii. fails to conform with any provisions of the Contract, or iv. Persists in any conduct which is prejudicial to safety, health, or the protection of the environment. If appropriate, the Contractor shall then appoint (or cause to be appointed) a suitable replacement person.
Records of Contractor's	6.12	The Contractor shall provide all required equipment, machinery at the Site and submit to the Engineer-in-charge, details showing the number of each category of

personnel and Equipment		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-in-charge, 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.
Disorderly Conduct	6.13	The Contractor shall at all times take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst the Contractor's Personnel, and to preserve peace and protection of persons and property on and near the Site.
Foreign Personnel	6.14	Is permitted, the Contractor may bring in to the Country any foreign personnel who are necessary for the execution of the Works to the extent allowed by the applicable Laws. The Contractor shall ensure that these personnel are provided with the required residence visas and work permits. The Procuring Entity will, if requested by the Contractor, use his best endeavours in a timely and expeditious manner to assist the Contractor in obtaining any local, state, national, or Government permission required for bringing in the Contractor's personnel. The Contractor shall be responsible for the return of these personnel to the place where they were recruited or to their domicile. In the event of the death in the Country of any of these personnel or members of their families, the Contractor shall similarly be responsible for making the appropriate arrangements for their return or burial.
Supply of Food Stuffs	6.15	The Contractor shall arrange for the provision of a sufficient supply of suitable food stuff as may be stated in the Specification at reasonable prices for the Contractor's Personnel for the purposes of or in connection with the Contract.
Supply of Water and Electricity	6.16	The Contractor shall, provide at his cost an adequate supply of potable drinking water, as well as water for use in construction and for use of the Contractor's Personnel, at site. The Contractor shall, provide at his cost an adequate supply of electricity for use in construction and for use of the Contractor's Personnel, at site.
Measures against Insect and Pest Nuisance	6.17	The Contractor shall at all times take the necessary precautions to protect the Contractor's Personnel employed on the Site from insect and pest nuisance, and to reduce their danger to health. The Contractor shall comply with all the regulations of the local health authorities, including use of appropriate insecticide.
Alcoholic Liquor or Drugs	6.18	The Contractor shall not, otherwise than in accordance with the Laws of the Country, import, sell, give, barter or otherwise dispose of any alcoholic liquor or drugs, or permit or allow importation, sale, gift, barter or disposal there to by Contractor's Personnel. He shall also not allow the consumption of such Alcoholic Liquor/Drugs at Site during working hours.
Arms and Ammunition	6.19	The Contractor shall not give, barter, or otherwise dispose of, to any person, any arms or ammunition of any kind, or allow Contractor's Personnel to do so.
No unlicensed storage of Explosives and POL	6.20	The Contractor is not authorised to store explosives and POL or other inflammable materials without a valid license from the competent legal authority.
Prohibition of Forced or Compulsory labour	6.21	The Contractor shall not employ forced or compulsory labour, which consists of any work or service, not voluntarily performed, that is exacted from an individual under threat of force or penalty, and includes any kind of involuntary or compulsory labour, such as indentured labour, bonded labour or similar labour-contracting arrangements.



Prohibition of Child Labour	6.22	The Contractor shall comply with the provisions of Acts and rules pertaining to prohibition of employment of child labour including not employing any child to perform any work that is economically exploitative, or is likely to be hazardous to, or to interfere with, the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development.
Festivals and Religious Customs	6.23	The Contractor shall respect the Country's recognized festivals, days of rest and religious or other customs.
Employment Records of Workers	6.24	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-in-charge, and these records shall be available for inspection by Auditors / labour inspectors and others as per law during normal working hours. These records shall be included in the details to be submitted by the Contractor under Sub-Clause 6.12 [Records of Contractor's Personnel and Equipment].
Compliance with Labour Laws	6.25	The Contractor shall comply with all the relevant labour Laws applicable to the Contractor's Personnel, including Laws relating to their employment, health, safety, welfare, immigration and emigration, and shall allow them all their legal rights. The Contractor shall require his employees to obey all applicable Laws, including those concerning safety at work. The Contractor shall obtain a valid license under the State Labour Act, and the Contract Labour (Regulation and Abolition) Central Rules 1961, before the commencement of the Works, and continue to have a valid license until the completion of the Works. The Contractor shall also abide by the provisions of the Child Labour (Prohibition and Regulation) Act, 1986. The Contractor shall also comply with the provisions of the Building and Other Construction Workers (Regulation of Employment & Conditions of Service) Act, 1996 and the Building and Other Construction Workers Welfare Cess Act, 1996.
Payment of Wages	6.26	The Contractor shall pay to labour employed by him either directly or through Sub-Contractors, wages not less than fair wages as defined in P.W.D. Contractor's Labour Regulations or as per the provisions of the Contract Labour (Regulation and Abolition) Act 1970 and the Contract Labour (Regulation and Abolition) Central Rules, 1971, where applicable. The Contractor shall, notwithstanding the provisions of any Contract to the contrary, cause to be paid for wages to labour indirectly engaged on the Works including any labour engaged by his sub-Contractors in connection with the said Works, as if the labour had been immediately employed by him.
Penalty for non-compliance with labour Laws	6.27	In respect of all labour directly or indirectly employed in the Works of performance of the Contractor's Part of this Contract, the contractor shall comply with or cause to be complied with the Public Works Department Contractor's Labour Regulations made by the Government from time to time in regard to payment of wages, wage period, deductions from wages, recovery of wages not paid and any unauthorised deductions made, maintenance of wage books or wage slips, publication of scale of wages and other terms of employment, inspection and submission of periodical returns and all other matters of the like nature as per the Provisions of Contract Labour (Regulation & Abolition) Act, 1970, and the Contract Labour (Regulation & Abolition) Central Rules, 1971, wherever applicable. The Engineer-in-Charge concerned shall have the right to deduct from the moneys due to the Contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfilment of the conditions of the Contract for the benefit of the workers, non-payment of wages or of deductions, made from his or their wages which are not justified by their terms of

		<p>the Contract or non-observance of the Regulations.</p> <p>Under the provision of Minimum Wages (Central) Rules 1950, the Contractor is bound to allow to the labour directly or indirectly employed in the Works one day rest for 6 Days continuous work and pay wages at same rate as for duty. In the event of default the Engineer-in-Charge shall have the right to deduct the sum or sums not paid on account of wages for weekly holidays to any labour and pay the same to the persons entitled thereto from any money due to the Contractor by the Engineer-in-Charge concerned.</p> <p>The Contractor shall comply with the provisions of the Payment of Wages Act, 1936, Minimum Wages Act, 1948, Employees Liability Act, 1938, Workmen's Compensation Act, 1923, industrial Disputes Act, 1947, Maternity Act, 1970, or the modifications thereof or any other relevant Labour Laws and the rules made there under from time to time.</p> <p>The Contractor shall indemnify and keep indemnified the State Government/ Procuring Entity against payments to be made under and for the observance of the Laws aforesaid and the P.W.D. Contractor's Labour Regulations without prejudice to his right to claim indemnity from his Sub-Contractors.</p> <p>The Laws aforesaid shall be deemed to be a part of this Contract and any breach thereof shall be deemed to be a breach of this Contract.</p> <p>Whatever is the minimum wage for the time being, or if the wage payable higher than the minimum wage, such wage shall be paid by the Contractor to the workmen directly without the intervention of Jamadar and that Jamadar shall not be entitled to deduct or recover any amount from the minimum wage payable to the workmen as and by way of commission or otherwise. The Contractor shall ensure that no amount by way of commission or otherwise is deducted or recovered by the Jamadar from the wage of workmen.</p>
<p>7. Execution of works and workmanship</p>		
<p>Manner of Execution</p>	<p>7.1</p>	<p>The Contractor shall procure and transport all materials in an expeditious and orderly manner to the Site and shall at its own risk and expense transport all the materials and the Contractor's Equipment to the Site by the mode of transport that the Contractor judges most suitable under all the circumstances.</p> <p>Unless otherwise provided in the Contract, the Contractor shall be entitled to select any safe mode of transport operated by any person to carry the materials and the Contractor's Equipment.</p> <p>Upon dispatch of each shipment of materials and the Contractor's Equipment, the Contractor shall notify the Employer by telex, cable, facsimile, or electronic means, of the description of the materials and of the Contractor's Equipment, the point and means of dispatch, and the estimated time and point of arrival in the country where the Site is located, if applicable, and at the Site. The Contractor shall furnish the Employer with relevant shipping documents to be agreed upon between the parties.</p> <p>The Contractor shall be responsible for obtaining, if necessary, approvals from the authorities for transportation of the materials and the Contractor's Equipment to the Site. The Employer shall use its best endeavors in a timely and expeditious manner to assist the Contractor in obtaining such approvals, if requested by the Contractor.</p> <p>The Contractor shall indemnify and hold harmless the Employer from and against any claim for damage to roads, bridges, or any other traffic facilities that may be caused by the transport of the materials and the Contractor's Equipment to the Site. The Contractor shall, at its own expense, handle all imported materials and Contractor's Equipment at the point(s) of import and shall handle any formalities for customs clearance, subject to the Employer's obligations under GCC, provided that if applicable laws or regulations require any application or act to be made by or in the name of the Employer, the Employer shall take all necessary steps to comply with such laws or regulations. In the event of delays in customs clearance that are</p>

		<p>not the fault of the Contractor, the Contractor shall be entitled to an extension in the Time for Completion, pursuant to GCC Clause 40.</p> <p>The Contractor will carry out works, production of mixes, the procurement of input materials, and all other execution of the Works.:</p> <p>in the manner (if any) specified in the Contract,</p> <p>in a proper workman like and careful manner, in accordance with recognized good practices, and</p> <p>with properly equipped facilities and non-hazardous materials, except as otherwise specified in the Contract.</p>
<p>Samples</p>	<p>7.2</p>	<p>The Contractor shall submit the following samples of Materials, and relevant information, to the Engineer-in-charge for consent prior to using the Materials in or for the Works:</p> <p>Contractor’s standard samples of raw/ produced Materials and samples specified in the Contract, all at the Contractor’s Cost, and</p> <p>additional samples instructed by the Engineer-in-Charge as a Variation.</p> <p>Each sample shall be labelled as to origin and intended use in the Works.</p> <p>Samples shall also be collected by the Quality testing/inspection teams from the works in progress and the Contractor shall willingly cooperate with such quality assurance procedures.</p>
<p>Inspection</p>	<p>7.3</p>	<p>7.3.1 The Procuring Entity’s Personnel shall at all reasonable times: have full access to all parts of the Site and to all places from which natural materials are being obtained, and</p> <p>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.</p> <p>The Contractor shall give the Procuring Entity’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.</p> <p>7.3.2 The Contractor shall give notice of minimum 07 days to the Engineer-in-charge whenever any work is ready and before it is covered up, put out of sight, or packaged for storage or transport, beyond measurement, any work in order that the same may be measured and correct dimensions thereof, be taken before the same is covered up. The Engineer-in-charge shall then either carry out the examination, inspection, measurement or testing without unreasonable delay, or promptly give notice to the Contractor that the Engineer-in-charge does not require to do so. If the Contractor fails to give the notice, he shall, if and when required by the Engineer-in-charge, uncover the work and thereafter reinstate and make good, all at the Contractor’s Cost.</p> <p>7.3.2 The Engineer-In-Charge may require the Contractor to carry out any test and/or inspection not required by the Contract, provided that the Contractor’s reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of work on the Facilities and/or the Contractor’s performance of its other obligations under the Contract, due allowance will be made in respect of the Time for Completion and the other obligations so affected.</p> <p>7.3.4 The Contractor shall provide the Engineer-In-Charge (EIC) with a certified report of the results of any such test and/or inspection.</p> <p>If the Employer or EIC or their designated representatives fails to attend the test and/or inspection, or if it is agreed between the parties that such persons shall not do</p>

		<p>so, then the Contractor may proceed with the test and/or inspection in the absence of such persons, and may provide the EIC with a certified report of the results thereof.</p> <p>7.3.5 If any Plant or any part of the Facilities fails to pass any test and/or inspection, the Contractor shall either rectify or replace such Plant or part of the Facilities and shall repeat the test and/or inspection upon giving a notice under GCC Subclause 7.3.1</p> <p>7.3.6 The Contractor agrees that neither the execution of a test and/or inspection of Plant or any part of the Facilities, nor the attendance by the Employer or the EIC, nor the issue of any test certificate pursuant to GCC Subclause 7.3.4, shall release the Contractor from any other responsibilities under the Contract.</p> <p>7.3.7 No part of the Facilities or foundations shall be covered up on the Site without the Contractor carrying out any test and/or inspection required under the Contract. The Contractor shall give a reasonable notice to the EIC whenever any such parts of the Facilities or foundations are ready or about to be ready for test and/or inspection; such test and/or inspection and notice thereof shall be subject to the requirements of the Contract. The Contractor shall uncover any part of the Facilities or foundations, or shall make openings in or through the same as the EIC may from time to time require at the Site, and shall reinstate and make good such part or parts.</p>
<p>Stores supplied by the Procuring Entity</p> <p>(Not applicable in case of Lump Sum Contract)</p>	<p>7.4</p>	<p>If the specification or estimate of the Works provide for the use of any special description of materials, to be supplied from the Engineer In charge's stores, or if, it is required that Contractor shall use certain stores to be provided by the Engineer In charge specified in the Schedule or Memorandum hereto annexed, the Contractor shall be bound to procure and shall be supplied such materials and stores as are, from time to time, required to be used by him for the purpose of the Contract only, and the value of the full quantity of materials and stores, so supplied, at the rates specified in the said Schedule or Memorandum, may be set off or which may be deducted from any sum, then due or thereafter become due, to the Contractor under the Contract or otherwise or against or from the Performance Security or the proceeds of sale, if the same is held in Government securities, the same or a sufficient portion thereof being in this case, sold for this purpose. All materials supplied to the Contractor, either from departmental stores or with the assistance of the Procuring Entity, shall remain the absolute property of the Procuring Entity. The Contractor shall be the trustee of the stores/ materials, so supplied/ procured and these shall not, on any account, be removed from the Site of the Works and shall be, all times, open to inspection by the Engineer In charge. Any such materials, unused and in perfectly good condition at the time of completion or determination or rescinding of the Contract, shall be returned to the Engineer In charge's Stores, if, by a notice in writing under his hand, he shall so require, and if on service of such notice, the Contractor fails to return the materials, so required, he shall be liable to pay the price of such materials. But the Contractor shall not be entitled to return any such materials, unless with such consent, and shall have no claim for compensation on account of any such materials, so supplied to him as aforesaid being unused by him, or for any wastage in or damage to any such materials. For the stores returned by the Contractor, he shall be paid for, at the price originally charged excluding storage charges, in case of materials supplied from departmental stores and actual cost including freight, cartage, taxes etc., paid by the Contractor, in case of supplies received with the assistance of the Procuring Entity, however, should in no case exceed market rate prevailing at the time the materials are taken back. The decision of the Engineer In charge, as to the price of the stores returned, keeping in view its condition etc., shall be final and conclusive. In the event of breach of the aforesaid</p>

		condition, the Contractor shall, in addition to throwing himself open to account for contravention of the terms of the license or permit and/or for criminal breach of trust, pay to the Procuring Entity, all advantages or profits resulting or which in the usual course, would result to him by reason of such breach. Provided that the Contractor shall, in no case be entitled to any compensation or damage on account of any delay in supply, or non-supply thereof, all or any such materials and stores.
Penalty rate in case of excess consumption  (Not applicable in case of Lump Sum Contract)	7.5	The Contractor shall return the materials issued free of cost to him and found surplus after its intended consumption in the Works, immediately. The Contractor shall be charged for the materials which were not returned or consumed in excess of the requirements calculated on the basis of standard consumption approved by the Procuring Entity, at double of the issue rate including storage and supervision charges or market rate, whichever is higher. A Materials Supply and Consumption Statement, in prescribed Form RPWA 35A, shall be submitted with every Payment Certificate, distinguishing materials supplied by the Procuring Entity and materials procured by the Contractor himself. The recovery for such materials shall be made from Payment Certificate next after the consumption and shall not be deferred. Certificate of such nature shall be given in each Payment Certificate.
Hire of Plant and Machinery	7.6	Plant and Machinery, required for execution of the Works, may be issued to the Contractor, if available, on the rates of hire charges and other terms and conditions as per the departmental/ Organisation Rules, as per Schedule annexed to these conditions. Rates of such Plant & Machinery shall be got revised periodically so as to bring them at par with market rate.
Imported Store articles to be obtained from the Procuring Entity  (Not applicable in case of Lump Sum Contract)	7.7	The Contractor shall obtain from the stores of the Engineer-in-charge, all imported store articles, which may be required for the Works or any part thereof, or in making up articles required thereof, or in connection therewith, unless he has obtained permission, in writing, from the Engineer In charge. To obtain such stores and articles from elsewhere. The value of such stores and articles, as may be supplied to the Contractor by the Engineer In charge, will be debited to the Contractor, in his account, at the rates shown in the Schedule attached to the Contract, and if they are not entered in the Schedule, they will be debited at cost price, which for the purposes of this Contract, shall include the cost of carriage and all other expenses, whatsoever, which shall have been incurred in obtaining delivery of the same at the stores aforesaid plus storage charges.
Materials Supplied by the Contractor	7.8	The Contractor shall, at his own expense, provide all materials conforming to the specifications from the sources approved by the Engineer-In-Charge, required for the Works other than those, which are stipulated, to be supplied by the Procuring Entity. Samples for all such materials shall be collected by the Contractor and tested in the presence of representative of the Engineer-in-Charge, at the field laboratory established by the Contractor at the site. Tests which cannot be carried out at the field laboratory, shall be got tested at an NABL accredited laboratory, or any ISI approved laboratory or a Government /Departmental laboratory approved by the Engineer-in-Charge. Only materials so approved shall be used in the works and any change of materials shall be similarly got approved again. Works constructed/executed with unapproved materials shall be summarily rejected without any further investigation or testing. The Contractor shall not be eligible for any claim or compensation either arising out of any delay in the work or due to any corrective measures required to be taken on account of and as a result of testing of materials. The Engineer-in-Charge shall have full powers to require the removal from the premises, of all materials which in his opinion are not in accordance with the Specifications and in case of default the Engineer-in-Charge shall be at liberty to employ at the expense of the Contractor, other persons to remove the same without

		being answerable or accountable for any loss for damage that may happen or arise to such Materials. The Engineer-in-Charge shall also have full powers to require other proper Materials to be substituted thereof and in case of default the Engineer-in-charge may cause the same to be supplied from other suitable sources and all Costs which may be incurred for such removal and substitution shall be borne by the Contractor.
Testing	7.9.1	<p>This Sub-Clause shall apply to all tests specified in the Contract, other than the Tests after Completion (if any).</p> <p>Except as otherwise specified in the Contract, the Contractor shall provide a field laboratory with 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 agree, with the Engineer-in-charge, the time and place for the specified testing of any Plant, Materials and other parts of the Works.</p> <p>The Engineer-in-charge may, under Sub-Clause 9.2.1 [Deviations/ Variations, Extent and Pricing], vary the location or details of specified tests, or instruct the Contractor to carry out additional tests. If these varied or additional tests show that the tested Plant, Materials or works or workmanship is not in accordance with the Contract, the Cost of carrying out this variation shall be borne by the Contractor, notwithstanding other provisions of the Contract.</p> <p>The Engineer-in-charge shall give the Contractor not less than 24 hours' notice of the Engineer-in-charge's intention to attend the tests. If the Engineer-in-charge does not attend at the time and place agreed, he may designate a qualified and authorised person to attend the testing, if not, the Contractor may approach the Procuring Entity for deputing an Engineer / any other experienced person to witness the tests. In no case shall the tests be conducted without an Engineer/competent person representing the Procuring Entity.</p>
	7.9.2	<p>If the Contractor suffers delay and/or incurs Cost from complying with these instructions or as a result of a delay for which the Procuring Entity is responsible, the Contractor shall give notice to the Engineer-in-charge and shall be entitled subject to Sub-Clause 21.2 [Contractor's Claims ] to:</p> <p>an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.6 [Extension of Time for Completion ], and</p> <p>payment of any such Cost, which shall be included in the Contract Price.</p> <p>After receiving this notice, the Engineer-in-charge shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters</p> <p>The Contractor shall promptly forward to the Engineer-in-charge, duly certified reports of the tests. When the specified tests have been passed, the Engineer-in-charge shall endorse the Contractor's test certificate.</p>
Cost of Samples	7.10	All samples shall be supplied by the Contractor at his own Cost if the supply thereof is clearly intended by or provided for in the Contract.
Cost of Tests	7.11	<p>The Cost of conducting any test shall be borne by the Contractor if such test is:</p> <ol style="list-style-type: none"> <li>i. clearly intended by or provided for in the Contract, or</li> <li>ii. particularised in the Contract (In case only of a test under load or of a test to ascertain whether the design of any finished or partially finished work is appropriate for the purposes for which it was intended to fulfil) in sufficient detail to enable the Contractor to price or allow for the same in his Bid.</li> </ol>
Cost of Tests not provided for	7.12	<p>If any test required by the Engineer-in-charge which is:</p> <p>not so intended by or provided for in the Contract or codes;</p> <p>(in the cases above mentioned) not so particularized, or</p> <p>(though so intended or provided for), if required by the Engineer-in-charge to be carried out at any place other than the Site or the place of manufacture, fabrication</p>

		or preparation of the Materials or Plant, on test shows the Materials, Plant or work or workmanship not to be in accordance with the provisions of the Contract/ specifications to the satisfaction of the Engineer-in-charge, then the Cost of such test shall be borne by the Contractor, but in any other case Department/ Organisation will bear the Cost.
Rejection	7.13	If, as a result of an examination, inspection, measurement or testing, any Plant, Materials, works or workmanship is found to be defective or otherwise not in accordance with the Contract, the Engineer-in-charge may reject the works, 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 reconstructed/ reproduced/ replaced item complies with the Contract. If the Engineer-in-charge requires this Plant, Materials, works, or workmanship to be retested, the tests shall be repeated under the same terms and conditions. If the rejection and retesting cause the Procuring Entity to incur additional Costs, the Contractor shall subject to Sub-Clause 2.5 [Procuring Entity's Claims] pay these Costs to the Procuring Entity.
Remedial Work	7.14	Notwithstanding any previous test or certification, the Engineer-in-charge may instruct the Contractor to: <ul style="list-style-type: none"> <li>i. remove from the Site and replace any works, Plant or Materials which is not in accordance with the Contract,</li> <li>ii. remove and re-execute any other work which is not in accordance with the Contract, and</li> <li>iii. execute any work which is urgently required for the safety of the Works, whether because of an accident, unforeseeable event or otherwise.</li> </ul> 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 iii. If the Contractor fails to comply with the instruction, the Procuring Entity 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 2.5 [Procuring Entity's Claims] pay to the Procuring Entity all Costs arising from this failure.
Ownership of Plant and Materials	7.15	Except as otherwise provided in the Contract, each item of Plant and Materials shall, to the extent consistent with the Contract, become the property of the Procuring Entity at whichever is the earlier of the following times, free from liens and other encumbrances: <ul style="list-style-type: none"> <li>when it is incorporated in the Works;</li> <li>when the Contractor is paid the corresponding value of the Plant and Materials under Sub-Clause 8.12 [Payment for Plant and Materials in event of Suspension].</li> </ul>
Dismantled Material Government Property	7.16	The Contractor, in course of the Works, should understand that all materials e.g. stone, bricks, steel and other materials obtainable in the Works by dismantling etc. will be considered as the property of the Procuring Entity and will be disposed off to the best advantage of the Procuring Entity, as per directions, of the Engineer-in-charge.
Action where no Specifications are provided.	7.17	In the case of any class of works for which there are no specifications in Bureau of Indian Standards Specifications, Indian Road Congress for road Works and Indian Building Congress for building Works or any Central Government agency, or Departmental Specifications, such works shall be carried out in accordance with the relevant International Standards under the instructions and requirements of the Engineer-in-Charge.
Royalties	7.18	The Contractor shall pay all royalties, rents and other payments for: <ul style="list-style-type: none"> <li>natural Materials obtained from outside the Site, and</li> <li>disposal of materials from demolitions and excavations and of other surplus</li> </ul>

		<p>materials (whether natural or man-made), except to the extent that disposal areas within the Site are specified in the Contract.</p> <p>the liability, if any, on account of quarry fees, royalties, octroi and any other taxes and duties in respect of materials, actually consumed on public work shall be borne by the Contractor.</p>
<p>8. Commencement, Delays and Suspension</p>		
<p>Fixing center lines, reference points and bench marks.</p>	<p>8.1</p>	<p>The basic centre lines, reference points and benchmarks will be fixed by the by the Contractor and checked/confirmed by the Engineer-in-Charge. The Contractor shall establish at his own Cost at suitable points, additional reference lines and benchmarks as may be necessary and instructed by the Engineer-in-Charge. The Contractor shall remain responsible for the sufficiency and accuracy of all the benchmarks and reference lines.</p>
<p>Setting out of works.</p>	<p>8.2</p>	<p>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-in-Charge. 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.</p> <p>The Procuring Entity shall be responsible for any errors in these specified or notified items of reference, but the Contractor shall use reasonable efforts to verify their accuracy before they are used. If the Contractor suffers delay and/or incurs Cost from executing work which was necessitated by an error in these items of reference, and an experienced contractor could not reasonably have discovered such error and avoided this delay and/ or Cost, the Contractor shall give notice to the Engineer-in-Charge and shall be entitled subject to Sub-Clause 21.2 [Contractor's Claims] to:</p> <ul style="list-style-type: none"> <li>i. an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.6 [Extension of Time for Completion], and</li> <li>ii. payment of any such Cost, which shall be included in the Contract Price.</li> </ul> <p>After receiving this notice, the Engineer-in-Charge shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine (a) whether and (if so) to what extent the error could not reasonably have been discovered, and (b) the matters described in sub-paragraphs i and ii above related to this extent.</p>
<p>Commencement of Works</p>	<p>8.3.1</p>	<p>Except otherwise specified in the Contract Data/ Special Conditions of Contract, the Commencement Date shall be the date at which the following precedent conditions have all been fulfilled and the Engineer-in-charge's instruction recording the agreement of both Parties on such fulfilment and instructing to commence the Work is received by the Contractor:</p> <ul style="list-style-type: none"> <li>signature of the Contract Agreement (after submission of Performance security and Insurance by the Contractor) by both Parties, and if required, approval of the Contract by relevant authorities;</li> <li>delivery to the Contractor of reasonable evidence of the Procuring Entity's Financial arrangements;</li> </ul> <p>except if otherwise specified in the Contract Data, possession of the Site given to the Contractor together with such permission(s) under (a) of Clause 2.1 [Right of Access to the Site] as required for the commencement of the Works;</p> <p>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. The date of commencement and stipulated completion shall be entered in the Contract Agreement.</p>
	<p>8.3.2</p>	<p>In case, the work cannot be started within one-fourth time of the stipulated period of completion of the Works due to reasons not within the control of the Contractor as decided by the Procuring Entity, either Party may close the Contract. In such eventuality, the Performance Security of the Contractor shall be refunded, but no</p>



		payment on account of interest, loss of profit or damages etc. shall be payable at all.
Time for Completion	8.4	<p>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:</p> <p>achieving the passing of the Tests on Completion, and 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 Clause 12 [Taking Over of the Works and Sections].</p> <p>completion of as built drawings and a manual for maintenance and operations, if required.</p> <p>completion of each mile stone as per the current (original updated every month) construction program.</p> <p>rectification and or reconstruction of all deficient items of work or works /items of works for which ‘Non Conformance Reports’ were issued.</p> <p>restoration of the approach roads, fencing and appurtenant works damaged during execution of the Contracted project and clearance of Site.</p> <p>Operation and maintenance of the facilities</p> <p>The Contractor shall commence work on the Facilities within the period specified in the SCC and without prejudice to any GCC Subclause hereof, the Contractor shall thereafter proceed with the Facilities in accordance with the time schedule specified in the Appendix 2 (Time Schedule) to the Contract Agreement.</p> <p>The Contractor shall attain Completion of the Facilities or of a part where a separate time for Completion of such part is specified in the Contract, within the time stated in the SCC or within such extended time to which the Contractor shall be entitled under GCC Clause 40 hereof</p>
Construction Programme  (Activity Schedule in case of Lump Sum Contract)	8.5	<p>The Contractor shall submit a detailed execution time programme on MS Project or other similar software to the Engineer-in-charge within 28 Days after receiving the notice under Sub-Clause 8.3 [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 be revised every month and shall include:</p> <p>the order in which the Contractor intends to carry out the Works, including the anticipated timing of each stage of design (if any), drawings, Contractor’s Documents, procurement, manufacture of Plant, delivery to Site, construction of works, erection and testing,</p> <p>each of these stages for work by each Sub-Contractor/ Nominated Sub-Contractor, the sequence and timing of quality and other inspections and tests specified in the Contract, and</p> <p>a supporting report which includes:</p> <p>a general description of the time, methods which the Contractor intends to adopt, and of the major stages, in the execution of the Works, and</p> <p>details showing the Contractor’s reasonable estimate of the number of each class of Contractor’s Personnel and of each type of Contractor’s Equipment, required on the Site for each major stage.</p> <p>Unless the Engineer-in-charge, within 21 Days after receiving a programme, gives notice to the Contractor stating the extent to which it does not comply with the Contract, the Contractor shall proceed in accordance with the programme, subject to his other obligations under the Contract. The Procuring Entity’s Personnel shall be entitled to rely upon the programme when planning their activities.</p> <p>The Contractor shall promptly give notice to the Engineer-in-charge of specific probable future events or circumstances which may adversely affect the Works, increase the Contract Price or delay the execution of the Works. The Engineer-in-charge may require the Contractor to submit an estimate of the anticipated effect of</p>

		<p>the future event or circumstances, and/or a proposal under Sub-Clause 9.2 [Deviations/ Variations Extent and Pricing].</p> <p>If, at any time, the Engineer-in-charge 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-charge in accordance with this Sub-Clause.</p>
Extension of Time for Completion	8.6	<p>The Contractor shall be entitled subject to Sub-Clause 21.2 [Contractor's Claims] to an extension of the Time for Completion if and to the extent that completion for the purposes of Clause 12 [Taking Over of the Works and Sections] is or will be delayed by any of the following causes:</p> <p>a Variation (unless an adjustment to the Time for Completion has been agreed under Clause 9 [Deviations, Variations and Adjustments] or other substantial change in the quantity/design of an item of work included in the Contract,</p> <p>a cause of delay giving an entitlement to extension of time under a Sub-Clause of these Conditions,</p> <p>exceptionally adverse climatic conditions, excluding the rains, high or low variations in temperatures,</p> <p>Unforeseeable shortages in the availability of personnel or Goods caused by epidemic or Governmental actions, or</p> <p>any delay, impediment or prevention caused by or attributable to the Procuring Entity, the Procuring Entity's Personnel, or the Procuring Entity's other Contractors</p> <p>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-charge in accordance with Sub-Clause 21.2 [Contractor's Claims]. When determining each extension of time under Sub-Clause 3.5 [Determinations], the Engineer-in-charge shall review previous determinations and may increase, but shall not decrease, the total extension of time.</p>
Delays Caused by Authorities	8.7	<p>If the following conditions apply, namely:</p> <p>the Contractor has diligently followed the procedures laid down by the relevant legally constituted public authorities in the Country,</p> <p>these authorities delay or disrupt the Contractor's work, and</p> <p>the delay or disruption was Unforeseeable,</p> <p>Then this delay or disruption will be considered as a cause of delay under Sub-Clause 8.6 [Extension of Time for Completion].</p>
Rate of progress of works.	8.8	<p>As soon as possible after the Contract is concluded the Contractor shall submit a time and progress chart (preferably on MS Project or other similar software) for each milestone and get it approved by the Engineer-in-Charge. The chart shall be prepared in direct relation to the time stated in the Contract documents for completion of items of the work. It shall indicate the forecast of the dates of commencement and completion of various tasks or sections of the work and may be amended as necessary by agreement between the Engineer- in-Charge and Contractor within the limitations of time imposed in the Contract documents, and further to ensure good progress during the execution of the work, the Contractor shall in all cases in which the time allowed for any work, exceeds one month complete the work as per milestone.</p> <p>If, at any time:</p> <p>actual progress is too slow to complete within the Time for Completion, and/or</p> <p>progress has fallen (or will fall) behind the current programme under Sub-Clause 8.5 [Construction Programme], other than as a result of a cause listed in Sub-Clause 8.6 [Extension of Time for Completion], then the Engineer-in-charge may instruct the Contractor to submit, under Sub-Clause 8.5 [Construction Programme], a revised programme and supporting report describing the revised methods which the</p>

		<p>Contractor proposes to adopt in order to expedite progress and complete within the Time for Completion.</p> <p>Unless the Engineer-in-Charge notifies otherwise, the Contractor shall adopt these revised methods, which may require increases in the working hours and/or in the numbers of Contractor’s Personnel and/or Goods, at the risk and Cost of the Contractor. If these revised methods cause the Procuring Entity to incur additional Costs, the Contractor shall subject to notice under Sub-Clause 2.5 [Procuring Entity’s Claims] pay these Costs to the Procuring Entity, in addition to delay damages (if any) under Sub-Clause 8.9 below.</p> <p>Additional Costs of revised methods including acceleration measures, instructed by the Engineer-in-charge to reduce delays resulting from causes listed under Sub-Clause 8.6 [ Extension of Time for Completion ] shall be paid by the Procuring Entity, without generating, however, any other additional payment benefit to the Contractor</p> <p>If the progress of the work has fallen so much in arrears as to prevent other contractors on the work from carrying out their part of the work within the stipulated time, he will be liable for the settlement of any claim put in by any of these contractors for the expenses of keeping their labour unemployed to the extent considered reasonable by the Engineer-in-charge.</p>																		
<p>Compensation/ Damages for Delay (Liquidated Damage)</p> <p>(In case of Lump Sum Contract, the liquidated damages shall be linked to Stage wise completion of Works as stated in Activity Schedule and specified in SCC)</p>	<p>8.9</p>	<p>If the Contractor fails to maintain the required progress in terms of Sub-Clause 8.4 [Extension of Time for Completion] or to complete the Works and clear the Site on or before the original or extended date of completion, he shall, without prejudice to any other right or remedy available under the Law to the Government/ procuring Entity on account of such breach, pay as agreed compensation the amount calculated at the rates stipulated below as the Engineer-in-charge (whose decision in writing shall be final and binding) may decide on the amount of contracted value of the Works for every time span that the progress remains below that specified in Sub-Clause 8.4 [Extension of Time for Completion] or that the Works remains incomplete. This will also apply to items or group of items for which a separate period of completion has been specified.</p> <p>To ensure good progress during the execution of Works, the Contractor shall be bound, in all cases in which the time allowed for any Works exceeds one month (save for special jobs or where time spans have been fixed in light of the specific construction program), to complete 1/8th of the whole of the work before 1/4th of the whole time allowed under the contract has elapsed, 3/8th of the work before 1/2 of such time has elapsed and 3/4th of the work before 3/4 of such time has elapsed. If the Contractor fails to complete the work in accordance with this time schedule in terms of cost in money, and the delay of execution of Works is attributable to the Contractor, the Contractor shall be liable to pay compensation to the Government/ Procuring Entity at every time span as below:-</p> <table border="1" data-bbox="646 1507 1588 1885"> <tr> <td data-bbox="646 1507 699 1633">A</td> <td data-bbox="699 1507 971 1633">Time Span of full stipulated period</td> <td data-bbox="971 1507 1122 1633">1/4th</td> <td data-bbox="1122 1507 1284 1633">1/2th</td> <td data-bbox="1284 1507 1442 1633">3/4th</td> <td data-bbox="1442 1507 1588 1633">Full</td> </tr> <tr> <td data-bbox="646 1633 699 1759">B.</td> <td data-bbox="699 1633 971 1759">Work to be completed in terms of money</td> <td data-bbox="971 1633 1122 1759">1/8th (Rs)</td> <td data-bbox="1122 1633 1284 1759">3/8th (Rs)</td> <td data-bbox="1284 1633 1442 1759">3/4th (Rs)</td> <td data-bbox="1442 1633 1588 1759">Full (Rs)</td> </tr> <tr> <td data-bbox="646 1759 699 1885">C</td> <td data-bbox="699 1759 971 1885">Compensation payable by the Contractor for delay attributable to</td> <td colspan="4" data-bbox="971 1759 1588 1885">Delay up to one fourth period of the prescribed time span – 2.5% of the work remained unexecuted. Delay exceeding one fourth of the prescribed time span but not exceeding half of the prescribed time</td> </tr> </table>	A	Time Span of full stipulated period	1/4th	1/2th	3/4th	Full	B.	Work to be completed in terms of money	1/8th (Rs)	3/8th (Rs)	3/4th (Rs)	Full (Rs)	C	Compensation payable by the Contractor for delay attributable to	Delay up to one fourth period of the prescribed time span – 2.5% of the work remained unexecuted. Delay exceeding one fourth of the prescribed time span but not exceeding half of the prescribed time			
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		<table border="1"> <tr> <td data-bbox="630 186 699 386"></td> <td data-bbox="699 186 967 386">Contractor at the stage of</td> <td data-bbox="967 186 1591 386">                     span - 5% of the work remained unexecuted.                      Delay exceeding half of the prescribed time span but not exceeding three fourth of the prescribed time span - 7.5% of the work remain unexecuted.                      Delay exceeding three fourth of the prescribed time span – 10% of the work unexecuted.                 </td> </tr> </table>		Contractor at the stage of	span - 5% of the work remained unexecuted. Delay exceeding half of the prescribed time span but not exceeding three fourth of the prescribed time span - 7.5% of the work remain unexecuted. Delay exceeding three fourth of the prescribed time span – 10% of the work unexecuted.
	Contractor at the stage of	span - 5% of the work remained unexecuted. Delay exceeding half of the prescribed time span but not exceeding three fourth of the prescribed time span - 7.5% of the work remain unexecuted. Delay exceeding three fourth of the prescribed time span – 10% of the work unexecuted.			
<p>Note-1: In case delayed period over a particular time span is split up and is jointly attributable to the Procuring Entity and the Contractor, the competent authority may reduce the compensation in proportion of delay attributable to the Procuring Entity over entire delayed period over that time span after clubbing up the split delays attributable to the Procuring Entity and this reduced compensation would be applicable over the entire delayed period without paying any escalation.</p> <p>Note-2: The compensation, levied as above, shall be recoverable from the Payment Certificate payable after the concerned time span. The total compensation for delays shall, however, not exceed 10 percent of the total value of the Works.</p> <p>The Contractor shall further be bound to carry out the work in accordance with the date and quantity entered in the progress statement attached to the Bid. However, if a time schedule has been submitted by the Contractor before execution of the agreement, and it is entered in agreement as submitted or as modified by the Procuring Entity or the Engineer-in-Charge, the Contractor shall complete the Works within the said time schedule. In the event of the Contractor failing to comply with the time schedule, he shall be liable to pay compensation as prescribed in foregoing paragraph of this Sub-Clause. While granting extension in time attributable to the Procuring Entity, reasons shall be recorded for each delay. The amount of compensation may be adjusted or set off against any sum payable to the Contractor under this or any Contract with the Procuring Entity. In case, the Contractor does not achieve a particular milestone mentioned in Contract Data or the rescheduled milestone(s), the amount shown against that milestone shall be withheld, to be adjusted against the compensation levied at the final grant of extension of time.</p> <p>Withholding of this amount on failure to achieve a milestone shall be automatic without any notice to the Contractor. However, if the Contractor catches up with the progress of work on the subsequent milestone(s), the withheld amount shall be released. In case the Contractor fails to make up for the delay in subsequent milestone(s), amount mentioned against each milestone missed subsequent also shall be withheld. However, no interest, whatsoever, shall be payable on such withheld amount.</p> <p>If the Contract is completed in the original time period as agreed upon in the Contract, then the Liquidated Damages so imposed for delays of intermediate milestones will be adjusted/ paid. Also, price escalation shall not be applicable if Liquidated Damages have been imposed. However, if the Contractor finishes the work as per the original time period, he shall be eligible to receive the price escalation.</p>					
Suspension of Work	8.10.1	<p>8.10.1.1 The Employer may request the Project Manager, by notice to the Contractor, to order the Contractor to suspend performance of any or all of its obligations under the Contract. Such notice shall specify the obligation of which performance is to be suspended, the effective date of the suspension and the reasons therefor. The Contractor shall thereupon suspend performance of such obligation, except those obligations necessary for the care or preservation of the Facilities, until ordered in writing to resume such performance by the Project Manager.</p> <p>If, by virtue of a suspension order given by the Project Manager, other than by reason of the Contractor’s default or breach of the Contract, the Contractor’s</p>			

		<p>performance of any of its obligations is suspended for an aggregate period of more than 90 days, then at any time thereafter and provided that at that time such performance is still suspended, the Contractor may give a notice to the Project Manager requiring that the Employer shall, within 28 days of receipt of the notice, order the resumption of such performance or request and subsequently order a change in accordance with GCC Clause 37, excluding the performance of the suspended obligations from the Contract.</p> <p>If the Employer fails to do so within such period, the Contractor may, by a further notice to the Project Manager, elect to treat the suspension, where it affects a part only of the Facilities, as a deletion of such part in accordance with GCC Clause 38 or, where it affects the whole of the Facilities, as termination of the Contract under GCC Subclause 17</p> <p>8.10.1.2 If</p> <p>(a) the Employer has failed to pay the Contractor any sum due under the Contract within the specified period, has failed to approve any invoice or supporting documents without just cause pursuant to the Appendix (Terms and Procedures of Payment) to the Contract Agreement, or commits a substantial breach of the Contract, the Contractor may give a notice to the Employer that requires payment of such sum, with interest thereon as stipulated in GCC Subclause 18.3, requires approval of such invoice or supporting documents, or specifies the breach and requires the Employer to remedy the same, as the case may be. If the Employer fails to pay such sum together with such interest, fails to approve such invoice or supporting documents or give its reasons for withholding such approval, or fails to remedy the breach or take steps to remedy the breach within 14 days after receipt of the Contractor’s notice; or</p> <p>(b) the Contractor is unable to carry out any of its obligations under the Contract for any reason attributable to the Employer, including but not limited to the Employer’s failure to provide possession of or access to the Site or other areas in accordance with GCC Subclause 18.3, or failure to obtain any governmental permit necessary for the execution and/or completion of the Facilities, then the Contractor may by 14 days’ notice to the Employer suspend performance of all or any of its obligations under the Contract, or reduce the rate of progress.</p> <p>8.10.1.3 If the Contractor’s performance of its obligations is suspended, or the rate of progress is reduced pursuant to this GCC Clause 8.10, then the Time for Completion shall be extended in accordance with GCC Subclause 39.1, and any and all additional costs or expenses incurred by the Contractor as a result of such suspension or reduction shall be paid by the Employer to the Contractor in addition to the Contract Price, except in the case of suspension order or reduction in the rate of progress by reason of the Contractor’s default or breach of the Contract.</p> <p>8.10.1.4 During the period of suspension, the Contractor shall not remove from the Site any Plant, any part of the Facilities or any Contractor’s Equipment, without the prior written consent of the Employer.</p>
	<p>8.10.2</p>	<p>The Contractor shall, on receipt of the order in writing of the Engineer-in-Charge (whose decision shall be final and binding on the Contractor) suspend the progress of the Works or any part thereof for such time and in such manner as the Engineer-in-Charge may consider necessary so as not to cause any damage or injury to the work already done or endanger the safety thereof, for any of the following reasons: on account of any default on the part of the Contractor; or for proper execution of the Works or part thereof for reasons other than the default of the Contractor; or for safety of the Works or part thereof.</p> <p>The Contractor shall, carry out the instructions given in that behalf by the Engineer-</p>

		<p>in-Charge.</p> <p>If the suspension is ordered for reasons ii and iii above, the Contractor shall be entitled to an extension of time equal to the period of every such suspension for completion of the item or group of items of work for which a separate period of completion is specified in the Contract and of which the suspended work forms a part,</p>
Consequences of Suspension	8.11	<p>If the Contractor suffers delay and/ or incurs Cost from complying with the Engineer-in-charge's instructions under Sub-Clause 8.10 [Suspension of Work] and/ or from resuming the work, the Contractor shall give notice to the Engineer-in-charge and shall be entitled subject to Sub-Clause 21.2 [Contractor's Claims] to:</p> <p>An extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.6 [Extension of Time for Completion], and</p> <p>payment of any such Cost, which shall be included in the Contract Price.</p> <p>After receiving this notice, the Engineer-in-charge shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters.</p> <p>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 the work in accordance with Sub-Clause 8.10 [Suspension of Work].</p>
Payment for Plant and Materials in Event of Suspension	8.12	<p>The Contractor shall be entitled to payment of the value (as at the date of suspension) of Plant and/ or Materials which have not been delivered to Site, if: the work on Plant or delivery of Plant and/ or Materials has been suspended for more than 28 Days, and</p> <p>The Contractor has marked the Plant and/ or Materials as the Procuring Entity's property in accordance with the Engineer-in-charge's instructions.</p>
Prolonged Suspension	8.13	<p>If the suspension under Sub-Clause 8.10 [Suspension Work] has continued for more than 84 Days, the Contractor may request the Engineer-in-charge's permission to proceed. If the Engineer-in-charge does not give permission within 28 Days after being requested to do so, the Contractor may, by giving notice to the Engineer-in-charge, treat the suspension as an omission under Sub-Clause 9.2 [Deviations/ Variations Extent and Pricing] of the affected part of the Works. If the suspension affects the whole of the Works, the Contractor may give notice of termination under Sub-Clause 17.2 [Termination by Contractor].</p>
Resumption of Work	8.14	<p>After the permission or instruction to proceed is given, the Contractor and the Engineer-in-charge 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-in-charge an instruction to this effect under Sub-Clause 9.2 [Deviations/ Variations, Extent and Pricing].</p>
Work to be executed strictly as per specifications	8.15	<p>All Works under or in course of execution or executed in pursuance of the Contract shall at all times be executed strictly as per specifications of the Contract as established by regular testing at the specified frequency and be open and accessible to the quality inspection and supervision of the Engineer-in-Charge, his authorized subordinates in charge of the work and all the superior officers, officers of the Quality Control Organization, Third Party Inspection Agency, if engaged by the Procuring Entity, and the Contractor shall, at all times, during the usual working hours and at all other times at which reasonable notice of the visit of such officers has been given to the Contractor, either himself be present to receive written orders and instructions or have a responsible agent duly accredited in writing, present for that purpose. Orders given to the Contractor's agent shall be considered to have the same force as if they had been given to the Contractor himself. All payments shall be linked to the specified quality of works and works failing on tests or not executed as per design, drawings and specifications shall not</p>

		be paid unless rectified to the specified quality by the Contractor.
Action when Work executed with unsound materials, imperfect and unskilled workmanship	8.16	<p>If it shall be established through regular testing or post execution quality testing by the third party quality inspection agency to the Engineer-in-Charge or his higher authority or his authorized subordinates in charge of the Works, that any work has been executed with unsound, imperfect, or unskilled workmanship, or with Materials or articles provided by him for the execution of the work which are unsound or of a quality inferior to that contracted or otherwise not in accordance with the Contract, the Contractor shall, on demand in writing from the Engineer-in-Charge specifying the work, Materials or articles complained of, notwithstanding that the same may have been passed, certified and paid for, forthwith rectify, or remove and reconstruct the work so specified in whole or in part, as the case may require or as the case may be, remove the Materials or articles so specified and reconstruct, provide other proper and suitable Materials or articles at his own charge and Cost. In the event of the Contractor failing to do so within a period specified by the Engineer-in-Charge in his demand aforesaid, then the Contractor shall be liable to pay compensation for the specified period, at the same rate as under Sub-Clause for non-completion of the work in time for this default. In such case the Engineer-in-Charge may not accept the item of work at the rates applicable under the Contract but may accept such items at reduced rates as the competent authority may consider reasonable during the preparation of on account bills or final bill if the item is so acceptable without detriment to the safety and utility of the item and the structure and incidental items rectified, or removed and re-executed at the risk and cost of the Contractor. Decision of the Engineer-in-Charge to be conveyed in writing in respect of the same will be final and binding on the Contractor.</p>
9. Deviations, variations and adjustments		
Right to Vary  (Additions and Alterations in case of Lump Sum Contract)	9.1	<p>Variations may be initiated by the Engineer-in-charge at any time during the execution of the Works 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-in-charge stating (with supporting particulars) that:</p> <p>the Contractor cannot readily obtain the Goods required for the Variation, or such Variation triggers a substantial change in the sequence or progress of the Works.</p> <p>Upon receiving this notice, the Engineer-in-charge shall cancel, confirm or vary the instruction.</p> <p>Each Variation may include:</p> <p>changes to the quantities of any item of work included in the Contract (however, such changes do not necessarily constitute a Variation),</p> <p>changes to the quality and other characteristics of any item of work,</p> <p>changes to the levels, positions and/ or dimensions of any part of the Works,</p> <p>omission of any work unless it is to be carried out by others,</p> <p>any additional work, Plant, Materials or services necessary or incidental to the Works, including any associated Tests on Completion, boreholes and other testing and exploratory work,</p> <p>Changes to the sequence or timing of the execution of the Works.</p> <p>The Contractor shall not make any alteration and/ or modification of the Permanent Works, unless and until the Engineer-in-charge instructs or approves a Variation.</p>
Deviations/	9.2.1	The Engineer-in-charge shall have power (i) to make alternations in, omissions

<p>Variations Extent and Pricing</p>		<p>from, additions to, or substitutions for the original Specifications, quantities, Drawings, designs and instructions that may be appear to him to be necessary or advisable during the progress of the Works, and (ii) to omit a part of the Works in case of non-availability of a portion of the Site or for any other reasons and the Contractor shall be bound to carry out the Works in accordance with any instructions given to him in writing signed by the Engineer-in-charge after approval from competent authority and such alterations, omissions, additions or substitutions shall form part of the Contract as if originally provided therein and any altered, additional or substituted work which the Contractor may be directed to do in the manner specified above as part of the Works, shall be carried out by the Contractor on the same conditions in all respects including price on which he agreed to do the main work except as hereafter provided.</p>
<p>(In case of Lump Sum Contract, Rates of measured up additions and alterations shall be as per applicable BSR or rates of Day Work given be the Contractor and forming part of the Contract)</p>	<p>9.2.2</p>	<p>The rates for such additional, altered or substituted works shall be determined in accordance with the following provisions:                  If the rates for the additional, altered or substituted work are specified in the Contract for the Works, the Contractor is bound to carry out the additional, altered or substituted work at the same rates as are specified in the Contract for the Works. If the rates for the additional, altered or substituted work are not specifically provided in the Contract for the Works, such rates will be derived from the rates for a similar class of work as are specified in the Contract for the Works.                  If the rates for the additional, altered or substituted work cannot be determined in the manner specified in the sub-clauses i and ii above, then the rates for such composite work item shall be worked out on the basis of the concerned Schedule of Rates of the district/ area specified above minus/ plus the percentage which the total Bid amount bears to the estimated cost of the entire Works put to bid. Provided always that if the rate for such part or parts of the item is not in the Schedule of Rates, the rate for such part or parts will be determined by the Engineer-in-charge on the basis of the prevailing market rates when the work was done but the percentage of bid discount/ premium will not be subtracted/ added to such market rates.                  If the rates for the additional, altered or substituted work item cannot be determined in the manner specified in sub sub-clause I to iii above then the contractor shall within 7 days of the date of receipt of order to carry out the work, inform the Engineer-in-charge of the rate which it is his intention to charge for such class of work supported by analysis of the rate(s) claimed and the Engineer-in-charge shall determine the rate/ rates on the basis of prevailing market rates and pay the contractor accordingly. However, the Engineer-in-charge, by notice in writing, will be at liberty to cancel his order to carry out such class of work and arrange to carry it out in such manner as he may consider advisable but under no circumstances, the Contractor shall suspend the work on the plea of non-settlement of rates on items falling under this sub-clause.</p>
	<p>9.2.3</p>	<p>The quantum of additional work for each item shall not exceed 50% of the original quantity of the item given in the Contract and the total value of additional, altered, and substituted items of work shall not exceed 50% of the Accepted Contract Price. (This para is not applicable in case of Lump Sum Contract)</p>
	<p>9.2.4</p>	<p>The time for completion of the Works shall in the event of any deviations resulting in additional Cost over the Contract Price being ordered be extended if requested by the Contractor in the proportion which the additional Cost of the altered, additional or substituted work, bears to the original Contract Price. Similarly, the proportionate time period for an item of work deleted shall be reduced from the total time period provided in the Contract.</p>
<p>Value Engineering</p>	<p>9.3</p>	<p>The Contractor may, at any time, submit to the Engineer-in-charge a written proposal which (in the Contractor's opinion) will, if adopted, (i) accelerate</p>



		<p>completion, (ii) reduce the Cost to the Procuring Entity of executing, maintaining or operating the Works, (iii) improve the efficiency or value to the Procuring Entity of the completed Works, or (iv) otherwise be of benefit to the Procuring Entity                  The proposal shall be prepared at the Cost of the Contractor and shall include the items listed in Sub-Clause 9.2 [Deviations, Variations and Pricing].                  If a proposal, which is approved by the Engineer-in-charge, includes a change in the design of part of the Permanent Works, then unless otherwise agreed by both Parties:                  the Contractor shall design this part,                  Sub-Clause 4.1[Contractor’s General Obligations] shall apply, and                  If this change results in a reduction in the Accepted Contract Amount of this part, the Engineer-in-charge shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine a fee, which shall be included in the Contract Price.</p>
<p>No compensation for alterations in or restriction of works to be carried out</p>	<p>9.4</p>	<p>If, at any time after the commencement of the Works, the Procuring Entity shall, for any reason, whatsoever, not require the whole Works, thereof, as specified in the Contract, to be carried out, the Engineer-in-charge shall give notice, in writing, of the fact to the Contractor, who shall have no claim to any payment or compensation, whatsoever, on account of any profit or advantage which he might have derived from the execution of the Works in full but which he did not derive in consequence of the full amount of the Works not having been carried out. Neither shall he have any claim for compensation by reason of alterations having been made in the original specifications, drawings and design and instructions, which shall involve any curtailment of the Works, as originally contemplated. Provided, that the contractor shall be paid the charges for the cartage only, of Materials actually brought to the Site of the Works by him for bonafide use and rendered surplus as a result of the abandonment or curtailment of the Works or any portion thereof, and taken them back by the Contractor, provided, however, that the Engineer-in-charge shall have, in all such cases, the option of taking over all or any such Materials at their purchase price or at local market rates whichever may be less. In the case of such stores, having been issued from Procuring Entity’s Stores, charges recovered, including storage charges shall be refunded after taking into consideration any deduction for claim on account of any deterioration or damage while in the custody of the Contractor and in this respect the decision of the Engineer-in-charge shall be final.</p>
<p>Monthly Return of Extra Claims</p>	<p>9.5.1</p>	<p>To facilitate timely resolution of Contractor’s claims due against the orders/ instructions of the Engineer-in-Charge, the Contractor shall submit every month along with the Intermediate Payment Claims, a comprehensive statement of claims raised by him for any work claimed as extra, up to the previous month and awaiting resolution by the Engineer-in-Charge and/ or Procuring Entity. Value of claims shall be based upon the rates and prices mentioned in the Contract or in the Schedule of Rates in force in the District/ Division/ Circle for the time being. The Engineer-in-Charge shall duly acknowledge it and proceed to act as per Sub-Clause 3.5 [Determinations]. He will communicate the resolution to the Contractor and also reasons for rejection to the Contractor’s claims. The contractor shall be deemed to have waived all claims, not included in such return and will have no right to enforce any such claims not included, whatsoever be the circumstances.                  However, the Contractor shall continue performance on the Contract despite rejection of his claims by the Engineer-in-Charge. Such rejected claims may then be raised before the Dispute Resolution Board or the Arbitration Tribunal, as appropriate.</p>
	<p>9.5.2</p>	<p>The Contractor shall send to the Engineer-in-Charge once every three Months an up to date account giving complete details of all claims for additional payments to</p>

		which the Contractor may consider himself entitled and of all additional work ordered by the Engineer-in-Charge after approval from competent authority which he has executed during the preceding quarter .
	9.5.3	Any operation or procedure incidental to or necessary to the execution of the Works has to be in contemplation of Bidder while submitting his Bid, whether or not, specifically indicated in the description of the item and the relevant Specifications, shall be deemed to be included in the rates quoted by the Bidder or the rate given in the said schedule of rates, as the case may be. Nothing extra shall be admissible for such operations/ procedures.
Provisional Sums	9.6	Each Provisional Sum shall only be used, in whole or in part, in accordance with the Engineer-in-charge's instructions and the Contract Price shall be adjusted accordingly. The total sum paid to the Contractor shall include only such amounts, for the work, supplies or services to which the Provisional Sum relates, as the Engineer-in-charge shall have instructed. For each Provisional Sum, the Engineer-in-charge may instruct: work to be executed (including Plant, Materials, labour or services to be supplied) by the Contractor and valued; and/ or Plant, Materials or services to be procured by the Contractor from a Nominated Sub-Contractor as defined in Sub-Clause 5.2 [Nomination of Sub-Contractor] or otherwise; and for which there shall be included in the Contract Price: (a) the actual amounts paid (or due to be paid) by the Contractor, and (b) A sum for overhead charges, calculated at 10% percent of these actual amounts. The amount of overheads (10%) shall be subject to tax liability as per law. The Contractor shall, when required by the Engineer-in-charge, produce invoices, vouchers and accounts or receipts in substantiation.
Day Work	9.7	For works of a minor or incidental nature, the Engineer-in-charge may instruct that a Variation shall be executed on a Day work basis. The work shall then be valued in accordance with the Day work Schedule included in the Contract, and the following procedure shall apply. If a Day work Schedule is not included in the Contract, this Sub-Clause shall not apply. Before ordering materials for the work, the Contractor shall submit quotations to the Engineer-in-charge. When applying for payment, the Contractor shall submit invoices, vouchers and accounts or receipts for any Materials/ Equipment/ Plant/ Temporary Works. Except for any items for which the Day work Schedule specifies that payment is not due, the Contractor shall deliver each day to the Engineer-in-charge accurate statements in duplicate which shall include the following details of the resources used in executing the previous day's work: i. the names, occupations, day wages and required time period of Contractor's Personnel, ii. the identification, type and time of Contractor's Equipment and Temporary Works, and iii. The quantities and types of Plant and Materials used. One copy of each statement will, if correct, or when agreed, be signed by the Engineer-in-charge and returned to the Contractor. The Contractor shall then submit priced statements of these resources to the Engineer-in-charge, prior to their inclusion in the next Statement under Sub-Clause 15.5 [Issue of Interim Payment Certificates].
<b>10. Price Variation</b>		
Price Variation due to changes in the prices of labour materials, bitumen,	10.1	If, during the progress of the contract of value exceeding Rs. 50 lakh (accepted Contract Price minus cost of material supplied by the Procuring Entity), and where stipulated completion period is more than 3 months (both the conditions should be fulfilled), the price, of any materials/ bitumen/ diesel and petrol/ cement/ steel

<p>petroleum, cement and steel</p>	<p>incorporated in the Works (not being materials to be supplied by the Procuring Entity) and/ or wages of labour increases or decreases, as compared to the price and/ or wages prevailing at the date of opening of bids or date of negotiations for the Works, the amounts payable to Contractor for the Works shall be adjusted for increase or decrease in the rates of materials (excepting those materials supplied by the Procuring Entity)/ labour/ bitumen /diesel and petrol/ cement/ steel. If negotiated rates have been accepted, prices as on the date of negotiation shall be considered for price adjustment. Similarly, if rates received on the date of opening of bids have been accepted, then prices on the date of opening of bids shall be considered for price adjustment.</p> <p>Increase or decrease in the cost of labour/ material/ diesel and petrol/ cement/ steel shall be calculated quarterly and cost of bitumen shall be calculated on monthly basis in accordance with the following formula:-</p> <p>(A) Labour</p> $VL = 0.75 \times \frac{PL}{100} \times R \times \frac{(IL1 - IL0)}{IL0}$ <p>Where,          VL = Increase or decrease in the cost of Works during the quarter under consideration due to change in rates for labour.          R = The value of the Works done in rupees during the quarter under consideration excluding the cost of materials supplied by the Procuring Entity and excluding other items as mentioned in this Sub-Clause.          IL0= The average consumer price index for industrial workers (whole-sale prices) for the quarter in which bids were opened/ negotiated (as published in Reserve Bank of India Journal, for the area).          IL1= The average consumer price index for industrial workers (whole-sale prices) for the quarter of calendar year under consideration (as published in Reserve Bank of India Journal, for the area).          PL= Percentage of labour components.          Note: In case of revision of minimum wages by the Government or other competent authority, nothing extra would be payable except the price escalation permissible under this Sub-Clause.</p> <p>(B) Materials (excluding materials supplied by the Procuring Entity).</p> $VM = 0.75 \times \frac{PM}{100} \times R \times \frac{(LM1 - LM0)}{LM0}$ <p>Where,          VM = Increase or decrease in the cost of Works during the quarter under consideration due to change in rates for materials.          R = The value of the Works done in rupees during the quarter under consideration excluding the cost of materials supplied by the Procuring Entity and excluding other items as mentioned in this Sub-Clause.          LM0 = The average wholesale price index (all commodities) for the quarter in which bids were opened/ negotiated (as published in Reserve Bank of India Journal/ Economic Adviser to Government of India, Ministry of Industries, for the area).          LM1 = The average wholesale price index (all commodities) for the quarter under consideration (as published in Reserve Bank of India Journal/ Economic Adviser to Government of India, Ministry of Industries, for the area).          PM= Percentage of materials components (excluding materials supplied by the Procuring Entity).</p> <p>(C) Bitumen</p>
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	<p> <math display="block">V_b = 0.75 \times \frac{P_b}{100} \times \frac{(B_i - B_0)}{B_0} \times R</math> </p> <p>Where,</p> <p>V<sub>b</sub> = Increase or decrease in the cost of Works during the month under consideration due to changes in the rate for bitumen.</p> <p>R = The value of the Works done in rupees during the month under consideration excluding the cost of materials supplied by the Procuring Entity and excluding other items as mentioned in this Sub-Clause.</p> <p>B<sub>0</sub> = The official retail price of bitumen at the IOC depot at nearest center on the day 28 days prior to date of opening of Bids.</p> <p>B<sub>i</sub> = The official retail price of bitumen of IOC depot at nearest center for the 15th day of the month under consideration.</p> <p>P<sub>b</sub> = Percentage of bitumen components of the Works.]</p> <p>(D) Petroleum</p> $V_f = 0.75 \times \frac{P_f}{100} \times \frac{(F_i - F_0)}{F_0} \times R$ <p>Where,</p> <p>V<sub>f</sub> = Increase or decrease in the cost of Works during the quarter under consideration due to change in rates for fuel and lubricants.</p> <p>R = The value of the Works done in rupees during the quarter under consideration excluding the cost of materials supplied by the Procuring Entity and excluding other items as mentioned in this Sub-Clause.</p> <p>F<sub>0</sub> = The average wholesale price index of High Speed Diesel (HSD) as published by the Economic Adviser to the Government of India, Ministry of Industry on the day of opening of bids/ negotiations.</p> <p>F<sub>i</sub> = The average whole sale price Index of HSD for the quarter under consideration as published weekly by the Economic Adviser to the Government of India, Ministry of Industry for the quarter under consideration.</p> <p>P<sub>f</sub> = Percentage of fuel and lubricants components excluding fuel and lubricants supplied by the Procuring Entity (Specified in the sanctioned estimate for the Works).</p> <p>R = Total Works done during the quarter as prescribed under this Sub-Clause.</p> <p>Note: For application of this Sub-Clause price of HSD is chosen to indicate fuel and lubricants components.</p> <p>(E) Cement</p> $V_C = 0.75 \times \frac{P_C}{100} \times \frac{(LC_1 - LC_0)}{LC_0} \times R$ <p>Where,</p> <p>V<sub>C</sub> = Increase or decrease in the cost of Works during the quarter under consideration due to change in the rates of cement.</p> <p>R = The value of the Works done in rupees during the quarter under consideration excluding the cost of cement supplied by the Procuring Entity and excluding other items as mentioned in this Sub-Clause.</p> <p>LC<sub>0</sub> = The average wholesale price index for the quarter in which bids were opened/ negotiated (as published by the Economic Adviser to the Government of India, Ministry of Industries).</p> <p>LC<sub>1</sub> = The average whole sale price Index for the quarter under consideration (as published by the Economic Adviser to Government of India, Ministry of Industries).</p> <p>P<sub>C</sub> = Percentage of cement components (excluding cement supplied by the</p>
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		<p>Procuring Entity). (F) Steel</p> $VS = 0.75 \times \frac{PS}{100} \times R \frac{(LS1 - LS0)}{LS0}$ <p>Where,  VS = Increase or decrease in the cost of Works during the quarter under consideration due to change in the rates of steel.  R = The value of the Works done in rupees during the quarter under consideration excluding the cost of steel supplied by the Procuring Entity and excluding other items as mentioned in this Sub-Clause.  LS0 = The average wholesale price index for the quarter in which bids were opened/ negotiated (as published by the Economic Adviser to the Government of India, Ministry of Industries).  LSI = The average wholesale price Index for the quarter under consideration (as published by the Economic Adviser to Government of India, Ministry of Industries).  PS = Percentage of steel components (excluding steel supplied by the Procuring Entity).</p>
Price Variation in installation of elevators, supply /installation of Centrally Air Conditioning and Central Evaporating Cooling Works.	10.2	Deleted
General Conditions for admissibility of Price Variation	10.3	The General Conditions for admissibility of Price Variation are given in Appendix A to these General Conditions.
11. Tests on completion		
Contractor's obligations	11.1	<p>The Contractor shall carry out the Tests on Completion in accordance with the BIS/ IRC and other standard codes and Sub-Clause 7.9 [Testing], after providing the documents in accordance with the requirements for tests on completion.</p> <p>The Contractor shall give to the Engineer-in-charge not less than 15 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-in- charge shall instruct.</p> <p>In considering the results of the Tests on Completion, the Engineer-in-charge shall make allowances for the effect of any use of the Works by the Procuring Entity 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 certificate of the results of these Tests to the Engineer-in-charge.</p>
Delayed Tests	11.2	<p>If the Tests on Completion are being unduly delayed by the Engineer-in-charge, Sub-Clause 7.9.2 of 7.9 [Testing] shall be applicable.</p> <p>If the Tests on Completion are being unduly delayed by the Contractor, the Engineer-in-charge 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-in-charge.</p>

		<p>If the Contractor fails to carry out the Tests on Completion within the period of 21 Days, the Procuring Entity's/ Engineer-in-Charge's Personnel may proceed with the Tests at the field laboratory or at an outsourced laboratory 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 and binding on the Contractor.</p>
Retesting	11.3	<p>If the Works, or a Section, fails to pass the Tests on Completion, Sub-Clauses 7.13 [Rejection] and 11.4 [Failure to Pass Tests on Completion] shall apply, and the Engineer-In-Charge 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.</p>
Failure to Pass Tests on Completion	11.4	<p>If the Works, or a Section, fails to pass the Tests on Completion repeated under Sub-Clause 11.3 [Retesting], the Engineer-in-Charge shall be entitled to:                      Order further repetition of Tests on Completion;                      If failure deprives the Procuring Entity of substantially the whole benefit of the Works or Section, reject the Works or Section (as the case may be), in which event the Procuring Entity shall have the same remedies as provided in Sub-paragraph (c) of Sub-Clause 13.6 [Failure to Remedy Defect]; or                      Issue a Taking-Over Certificate, if the Procuring Entity so requires.                      In the event of Sub-para iii, the Contractor shall proceed in accordance with all other obligations under the Contract, and the Contract Price shall be reduced by such amount as shall be appropriate to cover the reduced value to the Procuring Entity as a result of this failure. Unless the relevant reduction for this failure is stated (or its method of calculation is defined) in the Contract, the Procuring Entity may require the reduction to be (i) agreed by the Contractor (in full satisfaction of this failure only) and paid before this Taking-Over certificate is issued, or (ii) determined and paid under Sub-Clause 3.5 [Determinations].</p>
<p>12. Taking over of the Works and Sections by Procuring Entity</p>		
Taking over of works.	12.1	<p>Except as stated in Sub-Clause 11.4 [Failure to Pass Tests on Completion], the Works shall be taken over by the Procuring Entity when (a) the Works have been completed in accordance with the Contract, including the matters described in Sub-Clause 8.4 [Time for Completion] and except as allowed in sub-paragraph i. below, and (b) 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-in-charge 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-in-charge shall, within 28 Days after receiving the Contractor's application:                      issue the Taking-Over Certificate to the Contractor, stating the date on which the Works or Section was completed in accordance with the Contract, except for any minor outstanding work and Defects which will not substantially affect the use of the Works or Section for their intended purpose (either until or whilst this work is completed and these Defects are remedied); or                      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.                      If the Engineer-in-charge fails either to issue the Taking-Over Certificate or to reject the Contractor's application within the period of 28 Days, and if the Works or Section (as the case may be) are substantially in accordance with the Contract, the Taking-Over Certificate shall be deemed to have been issued on the last day of</p>

<p>Taking over of Parts of the Works</p>	<p>12.2</p>	<p>that period.</p> <p>The Engineer-in-charge may, at the sole discretion of the Procuring Entity, issue a Taking-Over Certificate for any part of the Permanent Works.</p> <p>The Procuring Entity shall not use any part of the Works (other than as a temporary measure which is either specified in the Contract or agreed by both Parties) unless and until the Engineer-in-charge has issued a Taking-Over Certificate for this part. However, if the Procuring Entity does use any part of the Works before the Taking-Over Certificate is issued:</p> <p>the part which is used shall be deemed to have been taken over as from the date on which it is used,</p> <p>the Contractor shall cease to be liable for the care of such part as from this date, when responsibility shall pass to the Procuring Entity, and</p> <p>if requested by the Contractor, the Engineer-in-charge shall issue a Taking-Over Certificate for this part.</p> <p>After the Engineer-in-charge 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 Notification Period.</p> <p>If the Contractor incurs Cost as a result of the Procuring Entity taking over and/ or using a part of the Works, other than such use as is specified in the Contract or agreed by the Contractor, the Contractor shall:</p> <p>(a) give notice to the Engineer-in-charge, and (b) be entitled subject to Sub-Clause 21.2 [Contractor’s Claims] to payment of any such Cost, which shall be included in the Contract Price. After receiving this notice, the Engineer-in-charge shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine this Cost.</p> <p>If a Taking-Over Certificate has been issued for a part of the Works (other than a Section), the delay damages thereafter for completion of the remainder of the Works shall be reduced. Similarly, the delay damages for the remainder of the Section (if any) in which this part is included shall also be reduced. For any period of delay after the date stated in this Taking-Over Certificate, the proportional reduction in these delay damages shall be calculated as the proportion which the value of the part so certified bears to the value of the Works or Section (as the case may be) as a whole. The Engineer-in-charge shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these proportions. The provisions of this paragraph shall only apply to the rate of delay damages under Sub-Clause 8.9 [Compensation/ Damages for Delay], and shall not affect the maximum amount of these damages.</p>
<p>Taking over if Tests on Completion suffer Interference</p>	<p>12.3</p>	<p>If the Contractor is prevented, for more than 14 days, from carrying out the Tests on Completion by a cause for which the Procuring Entity is responsible, the Procuring Entity shall be deemed to have taken over the Works or Section (as the case may be) on the date when the Tests on Completion would otherwise have been completed.</p> <p>The Engineer-in-charge shall then issue a Taking-Over Certificate accordingly, and the Contractor shall carry out the Tests on Completion as soon as practicable, before the expiry date of the Defects Notification Period. The Engineer-in-charge shall require the Tests on Completion to be carried out by giving 14 days’ notice and in accordance with the relevant provisions of the Contract.</p> <p>If the Contractor suffers delay and/ or incurs Cost as a result of this delay in carrying out the Tests on Completion, the Contractor shall give notice to the Engineer-in-Charge and shall be entitled subject to Sub-Clause 21.2 [Contractor’s Claims] to:</p> <p>an extension of time for any such delay, if completion is or will be delayed, under</p>

		Sub-Clause 8.6 [Extension of time for Completion], and payment of any such Cost, which shall be included in the Contract Price. After receiving this notice, the Engineer-in-Charge shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters.
Surfaces Requiring Reinstatement	12.4	Except as otherwise states 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.
13. Defect Liability		
Defect Liability Period		<p>13.1 The Contractor warrants that the Facilities or any part thereof shall be free from defects in the design, engineering, materials, and workmanship of the Plant supplied and of the work executed.</p> <p>13.2 The Defect Liability Period shall be 540 days from the date of Completion of the Facilities (or any part thereof) or 1 year from the date of Operational Acceptance of the Facilities (or any part thereof), whichever first occurs, unless specified otherwise in the SCC pursuant to GCC Subclause 13.10. If during the Defect Liability Period any defect should be found in the design, engineering, materials, and workmanship of the Plant supplied or of the work executed by the Contractor, the Contractor shall promptly, in consultation and agreement with the Employer regarding appropriate remedying of the defects, and at its cost, repair, replace, or otherwise make good as the Contractor shall determine at its discretion, such defect as well as any damage to the Facilities caused by such defect. The Contractor shall not be responsible for the repair, replacement, or making good of any defect, or of any damage to the Facilities arising out of or resulting from any of the following causes:</p> <ul style="list-style-type: none"> <li>(a) improper operation or maintenance of the Facilities by the Employer,</li> <li>(b) operation of the Facilities outside specifications provided in the Contract, or</li> <li>(c) normal wear and tear.</li> </ul> <p>13.3 The Contractor’s obligations under this GCC Clause 27 shall not apply to:</p> <ul style="list-style-type: none"> <li>(a) any materials that are supplied by the Employer, if any, as per conditions of the Contract Agreement, are normally consumed in operation, or have a normal life shorter than the Defect Liability Period stated herein;</li> <li>(b) any designs, specifications or other data designed, supplied, or specified by or on behalf of the Employer or any matters for which the Contractor has disclaimed responsibility herein; or</li> <li>(c) any other materials supplied or any other work executed by or on behalf of the Employer, except for the work executed by the Employer under GCC Subclause 13.7.</li> </ul> <p>13.4 The Employer shall give the Contractor a notice stating the nature of any such defect together with all available evidence thereof, promptly following the discovery thereof. The Employer shall afford all reasonable opportunity for the Contractor to inspect any such defect.</p> <p>13.5 The Employer shall afford the Contractor all necessary access to the Facilities and the Site to enable the Contractor to perform its obligations under this GCC Clause 13. The Contractor may, with the consent of the Employer, remove from the Site any Plant or any part of the Facilities that are defective if the nature of the defect, and/or any damage to the Facilities caused by the defect, is such that repairs cannot be expeditiously carried out at the Site.</p> <p>13.6 If the repair, replacement or making good is of such a character that it may affect the efficiency of the Facilities or any part thereof, the Employer may give to the Contractor a notice requiring that tests of the defective part of the Facilities shall</p>



		<p>be made by the Contractor immediately upon completion of such remedial work, whereupon the Contractor shall carry out such tests.                  If such part fails the tests, the Contractor shall carry out further repair, replacement or making good, as the case may be, until that part of the Facilities passes such tests. The tests shall be agreed upon by the Employer and the Contractor.</p> <p>13.7 If the Contractor fails to commence the work necessary to remedy such defect or any damage to the Facilities caused by such defect within a reasonable time (which shall in no event be considered to be less than 15 days), the Employer may, following notice to the Contractor, proceed to do such work, and the reasonable costs incurred by the Employer in connection therewith shall be paid to the Employer by the Contractor or may be deducted by the Employer from any monies due the Contractor or claimed under the Performance Security.</p> <p>13.8 If the Facilities or any part thereof cannot be used by reason of such defect and/or making good of such defect, the Defect Liability Period of the Facilities or such part, as the case may be, shall be extended by a period equal to the period during which the Facilities or such part cannot be used by the Employer because of any of the aforesaid reasons.</p> <p>13.9 Except as provided in GCC Clauses 13 and 32, the Contractor shall be under no liability whatsoever and howsoever arising, and whether under the Contract or at law, in respect of defects in the Facilities or any part thereof, the Plant, design, or engineering, or work executed that appear after Completion of the Facilities or any part thereof, except where such defects are the result of the gross negligence, fraud, criminal, or willful action of the Contractor.</p> <p>13.10 In addition, any such component of the Facilities and during the period of time as may be specified in the SCC shall be subject to an extended Defect Liability Period. Such obligation of the Contractor shall be in addition to the Defect Liability Period specified under GCC Subclause 13.2.</p>
<p>Completion of Outstanding Work and Remedying Defects.</p>	<p>13.11</p>	<p>In order that the Works and Contractor's Documents, and each Section, shall be in the condition required by the Contract (fair wear and tear excepted) by the expiry date of the relevant Defects Notification Period or as soon as practicable thereafter, the Contractor shall:</p> <ul style="list-style-type: none"> <li>i. 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-in-charge, and</li> <li>ii. Execute all work required to remedy Defects or damage, as may be notified by (or on behalf of) the Procuring Entity on or before the expiry date of the Defects Notification Period for the Works.</li> </ul> <p>If a Defect appears or damage occurs, the Contractor shall be notified accordingly, by (or on behalf of) the Procuring Entity. The Contractor is required to repair, rectify, the defects, restore the damages at his own cost with in the period indicated in the notice by the Procuring Entity. If the Contractors fails to do so, action as per Sub-Clause 13.7 shall be taken.</p>
<p>Cost of Remedying Defects</p>	<p>13.12</p>	<p>All work referred to in Sub-Clause 13.11 above [Completion of Outstanding Work and Remedying Defects] shall be executed at the risk and cost of the Contractor, if and to the extent that the work is attributable to:</p> <ul style="list-style-type: none"> <li>any design for which the Contractor is responsible,</li> <li>Plant, Materials or workmanship not being in accordance with the Contract, or</li> <li>Failure by the Contractor to comply with any other obligation.</li> </ul> <p>The cost to be debited shall be arrived at as under:</p> <ul style="list-style-type: none"> <li>Cost of remedial work (including taxes) as paid to other agency or debited to the contractor if the remedial action is taken up by the department/ organisation, plus</li> <li>A compensation of 15% , less</li> <li>Credit the cost of materials, hire charges of Contractor's plant and machinery if</li> </ul>

		<p>used in the remedial work.</p> <p>If and to the extent that such work is attributable to any other cause, the Contractor shall be notified promptly by (or on behalf of) the Procuring Entity and Sub-Clause 9 [Deviations, Variations and Adjustments] shall apply.</p>
Extension of Defects Notification Period	13.13	<p>The Procuring Entity shall be entitled subject to Sub-Clause 2.5 [Procuring Entity's Claims] to an extension of the Defects Notification Period for the Works or a Section if and to the extent that the Works, Section or a major item of work (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, deficiency or by reason of damage attributable to the Contractor. However, a Defects Notification Period shall not be extended by more than two years.</p> <p>If delivery and/ or erection of Plant and/ or Materials was suspended under Sub-Clause 8.10 [Suspension of Work] or Sub-Clause 17.1 [Contractor's Entitlement to Suspend Work], the Contractor's obligations under this Sub-Clause shall not apply to any Defects or damage occurring more than two years after the Defects Notification Period for the Plant and/ or Materials would otherwise have expired.</p>
Contractor liable for Damages done and for Imperfections	13.14	<p>If the Contractor or his personnel shall break, deface, injure or destroy any part of a building or any structure in which they may be working, or any building, road, fence, enclosure, water pipe, power/ telecom cables, drains, electric or telephone post or wires, trees, etc. or cultivated ground contiguous to the Site where the Works or any part of it is being executed, or if any damage shall happen to the work while in progress, from any cause whatever or if any defect, shrinkage or other faults or imperfection appear in the work within Defect Liability Period after a certificate final or otherwise of its completion shall have been given by the Engineer-in-Charge as aforesaid arising out of Defect or improper Materials, procedures or workmanship the Contractor shall upon receipt of a notice in writing on that behalf make the same good at his own expense or in default the Engineer-in-Charge cause the same to be made good by employing other workman/ agency and deduct the expense from any sums that may be due or at any time thereafter may become due to the Contractor, or from his Performance Security or the proceeds of sale thereof or a sufficient portion thereof.</p>
Failure to remedy the defect	13.15	<p>If the Contractor fails to remedy any Defect, deficiency or damage within a reasonable time, a date may be fixed by (or on behalf of) the Procuring Entity, on or by which the Defect, deficiency or damage is to be remedied. The Contractor shall be given reasonable notice of this date.</p> <p>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 13.3 [Cost of Remedying Defects], the Procuring Entity may (at his option):</p> <ul style="list-style-type: none"> <li>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</li> <li>the Contractor shall subject to Sub-Clause 2.5 [Procuring Entity's Claims] pay to the Procuring Entity the costs reasonably incurred by the Procuring Entity in remedying the Defect or damage;</li> <li>require the Engineer-in-charge to agree or determine a reasonable reduction in the Contract Price in accordance with Sub-Clause 3.5 [Determinations]; or</li> </ul> <p>If the Defect or damage deprives the Procuring Entity 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.</p> <p>Without prejudice to any other rights, under the Contract or otherwise, the Procuring Entity 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.</p>

Removal of Defective Work	13.16	If the Defect or damage cannot be remedied expeditiously on the Site and the Procuring Entity 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, or to provide other appropriate security.
Further Tests	13.17	If the work of remedying of any Defect or damage may affect the performance of the Works, the Engineer-in-charge may require the repetition of any of the tests described in the Contract. The requirement shall be made by notice within 28 Days after the Defect or damage is remedied. These tests shall be carried out in accordance with the terms applicable to the previous tests, except that they shall be carried out at the risk and cost of the Party liable, under Sub-Clause 13.3 [Cost of Remedying Defects], for the cost of the remedial work.
Contractor / Third Party Quality Inspection Agency to Search for the Cause of the Defect.	13.918	The Contractor or third party quality inspection agency shall, if required by the Engineer-in-charge, search for the cause of any Defect, under the direction of the Engineer-in-charge. Unless the Defect is to be remedied at the cost of the Contractor under Sub-Clause 13.3 [Cost of Remedying Defects], the cost of the search shall be agreed or determined by the Engineer-in-charge in accordance with Sub-Clause 3.5 [Determinations] and shall be included in the Contract Price or of the third party quality inspection agency.
Performance Certificate	13.19	Performance of the Contractor's obligations shall not be considered to have been completed until the Engineer-in-charge has issued the Performance Certificate to the Contractor, stating the date on which the Contractor completed his obligations under the Contract. The Engineer-in-charge 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 Procuring Entity. Only the Performance Certificate shall be deemed to constitute acceptance of the Works.
Substantial Completion of Parts	13.20	If any part of the Permanent Works has been substantially completed and has satisfactorily passed any Test on Completion prescribed by the Contract, the Engineer-in-charge may issue a Taking-Over Certificate in respect of that part of the Permanent Works before completion of Works and upon the issue of such Certificate, the Contractor shall be deemed to have undertaken to complete with due expedition any outstanding work in that part of the Permanent Works during Defect Liability Period.
Unfulfilled Obligations	13.21	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.
Right to Access	13.22	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 Sub-Clause, except as may be inconsistent with the Procuring Entity's reasonable security restrictions.
Clearance of Site	13.23	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 Procuring Entity may sell or otherwise dispose of any remaining items. The Procuring Entity shall be entitled to be paid the costs incurred in connection with, or attributable to, such sale or

		<p>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 Procuring Entity’s costs, the Contractor shall pay the outstanding balance to the Procuring Entity.</p>
<p>14. Measurement and Evaluation. (In case of Lump Sum Contract measurement of only additions and alterations shall be taken)</p>		
Measurement of Work Done	14.1	<p>Whenever the Engineer-in-charge requires any part of the Works to be measured/ re-measured, reasonable notice shall be given to the Contractor’s Representative, who shall:</p> <ul style="list-style-type: none"> <li>i. promptly either attend or send another qualified representative to assist the Engineer-in-charge in taking/ verifying the measurement, and</li> <li>ii. Supply any particulars requested by the Engineer-in-charge for his satisfaction of the measurements.</li> </ul> <p>If the Contractor fails to attend or send a representative, the measurement made by (or on behalf) of the Engineer-in-charge shall be accepted as accurate.</p>
Method of measurement.	14.2.1	<p>The measurements (as per IS 1200) of the executed and acceptable work shall be recorded once in a month by the representative of the Engineer-in-Charge and the Contractor or his representative jointly and shall be signed by the Contractor in acceptance. The Engineer-in-Charge shall, except as otherwise provided, shall check, ascertain and determine measurement and the value of the work done in accordance with the Contract. The Procuring Entity reserves to itself the right to prescribe a scale of check measurements of work, in general, or a specific scale for specific works or by other special orders (about which the decision of the Procuring Entity shall be final). Checking of measurement by a superior officer shall supersede the measurements taken by the subordinate officers and the former will become the basis of the payment. Any excess payments detected, as a result of such check measurement or otherwise at any stage up to the date of completion and the Defect Liability Period specified elsewhere in this Contract, shall be recoverable from the Contractor as any other dues payable to the Procuring Entity. The Contractor shall, without extra charge, provided all necessary assistance with labour and equipment necessary for measurements and recording levels. If the Contractor objects to any of the measurements recorded, a note shall be made to that effect with reason and signed by both the parties.</p>
	14.2.2	<p>All measurement of all items having financial value shall be recorded in Measurement Book or MS Excel file and printed out in two copies. The original shall be treated as the Measurement book. Such files in original shall be mailed to the Engineer-in-Charge and shall be saved with a dedicated password. Other data like initial field levels or survey field books or findings of the geo tech investigations shall be similarly recorded and protected so that a complete record is obtained of all works performed under the Contract.</p>
	14.2.3	<p>If for any reason the Contractor or his authorized representative is not available and the work of recording measurements is suspended by the Engineer-in-charge or his representative, the Engineer-in-Charge and the Department/ Organisation shall not entertain any claim from Contractor for any loss or damages on this account. If the Contractor or his authorized representative does not remain present at the time of such measurements after the Contractor or his authorized representative has been given a notice in writing three (3) Days in advance or fails to countersign or to record objection within seven days from the date of the measurement, then such measurements recorded in his absence by the Engineer-in-charge or his representative shall be deemed to have been accepted by the Contractor. Except where any general or detailed description of the work expressly shows to the contrary, measurements shall be taken of the net actual quantities in accordance with the procedure set forth in the Bill of Quantities and IS 1200 notwithstanding</p>

		<p>any general or local practice.                  The Contractor shall give not less than seven Day’s notice to the Engineer-in-Charge or his authorized representative in charge of the Works before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured and correct dimension thereof be taken before the same is covered up or placed beyond the reach of measurements and shall not cover and place beyond reach of measurement any work without consent in writing of the Engineer-in-Charge or his authorized representative in charge of the Works who shall within the aforesaid period of seven Days inspect the work, and if any work shall be covered up or placed beyond the reach of measurements without such notice having been given or the Engineer-in-charge’s consent being obtained in writing, the same shall be uncovered at the Contractor’s expense, for the due measurement or in default thereof no payment or allowance shall be made for such works or the materials with which the same was executed. The covering shall then be restored by the Contractor at his cost.                  Engineer-in-Charge or his authorized representative may cause either themselves or through another officer of the Department/ Organisation to check the measurements recorded jointly or otherwise as aforesaid and all provisions stipulated herein above shall be applicable to such checking of measurements or levels.                  It is also a term of this Contract that recording of measurements of any item of work in the measurement sheets/ Measurement book and/ or its payment in the interim, on account or final bill shall not be considered as conclusive evidence as to the sufficiency of any work or material to which it relates, nor shall it relieve the Contractor from liabilities from any other measurement, Defects noticed till completion of the Defects liability period.</p>
Omissions	14.3	<p>Whenever the omission of any work forms part (or all) of a Variation, the value of which has not been agreed, if:                  the Contractor will incur (or has incurred) Cost which, if the work had not been omitted, would have been deemed to be covered by a sum forming part of the Accepted Contract Amount;                  the omission of the work will result (or has resulted) in this sum not forming part of the Contract Price; and                  this Cost is not deemed to be included in the evaluation of any substituted work;                  then the Contractor shall give notice to the Engineer-in-charge accordingly, with supporting particulars. Upon receiving this notice, the Engineer-in-charge shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine this Cost, which shall be included in the Contract Price.</p>
15. Contract Price, Payment and Lien		
Contract price	15.1	<p>Unless otherwise stated in the Particular Conditions:                  the Contract Price shall be agreed or determined and be subject to adjustments in accordance with the Contract;                  the Contractor shall pay all 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 except as stated in Sub-Clause 15.21 [Adjustments for Changes in Legislation] or Price adjustment;                  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:                  (a) of the Works which the Contractor is required to execute, or                  (b) for the purposes of Sub-Clause 11 [Measurement and Evaluation]; and                  iv. the Contractor shall submit to the Engineer-in-charge, within 28 Days after the Commencement Date, a proposed breakdown of each lump sum price in the Schedules. The Engineer-in-charge may take account of the breakdown when preparing Payment Certificates, but shall not be bound by it.</p>

<p>Lump sum provisions in Estimate/ Contract</p>	<p>15.2</p>	<p>When the estimate includes lump sum provisions primarily in respect of parts of work/ items whose specifications and costs are not known at the time of framing the Estimate, and if a bid is to be invited on such an estimate, such lump sum shall be excluded from the bid. Subsequently, when the specifications and costs of such items are known, their execution, if to be completed concurrently with the Contract, shall either be done as a variation item or on market rates (without bid premium) of the Contract. Such variation should be approved by the competent authority and then the Contractor shall be entitled to payment in respect of such items of work, or separate bids shall be invited for the work to be executed concurrently with the present Contract.</p>
<p>Schedule of Payments (in case of Lump Sum Contract payments shall be linked to various stages of completion of Works given in the Activity Schedule)</p>	<p>15.3</p>	<p>The schedule of payments shall be as included in the Contract. If the Contract does not include a schedule of payments, the Contractor shall submit non-binding estimates of the payments which he expects to become due during each quarterly period. The first estimate shall be submitted within 28 Days after the Commencement Date. Revised estimates shall be submitted at quarterly intervals, until the Taking-Over Certificate has been issued for the Works. The percentage quoted in the Bid and accepted in the Contract will be deducted/added from/to the gross amount of the bill.</p>
<p>Application for Interim Payment Certificates (Running Account Bills)</p>	<p>15.4</p>	<p>The Contractor shall submit a Statement in required number of copies to the Engineer-in-Charge after the end of each month, in a form approved by the Engineer-in-Charge, showing in detail the amounts to which the Contractor considers himself to be entitled on the basis of measurement (or Activity Schedule in case of Lump sum Contract) and advance payment, secured advance, deductions, etc. as applicable, together with supporting documents which shall include the report on the progress during this month in accordance with Sub-Clause 4.20 [Progress Reports].</p>
<p>Issue of Interim Payment Certificates</p>	<p>15.5</p>	<p>No amount will be certified or paid until the Procuring Entity has received and accepted the Performance Security. Thereafter, the Engineer-in-charge shall, within 28 Days after receiving a Statement and supporting documents, deliver to the Procuring Entity and to the Contractor an Interim Payment Certificate which shall state the amount which the Engineer-in-charge fairly determines to be due, with all supporting particulars for any reduction or withholding made by the Engineer-in-charge on the Statement, if any. However, prior to issuing the Taking Over Certificate for the Works, the Engineer-in-charge shall not be bound to issue an Interim Payment Certificate in an amount which would (after retention and other deductions) be less than the minimum amount of Interim Payment Certificate (if any) stated in the Contract Data. In this event, the Engineer-in-charge shall give notice to the Contractor accordingly. An Interim Payment Certificate shall not be withheld for any other reason, although: i. if anything supplied or work done by the Contractor is not in accordance with the Contract, the cost of rectification or replacement may be withheld until rectification or replacement has been completed; and/or ii. if the Contractor was or is failing to perform any work or obligation in accordance with the Contract, and had been so notified by the Engineer-in-charge, the value of this work or obligation may be withheld until the work or obligation has been performed. The Engineer-in-charge 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-in-charge's acceptance, approval, consent or satisfaction.</p>

Payment of an Interim Payment Certificate	15.6.1	A bill shall be submitted by the Contractor each month on or before the date fixed by the Engineer-in-charge for all work executed in the previous month and the Engineer-in-charge shall take or cause to be taken or check the requisite measurement for the purpose of having the same verified and the claim, as far as admissible, authorized or paid, if possible, before the expiry of thirty days from the presentation for the bill. If the contractor does not submit the bill within the time fixed, as aforesaid, the Engineer-in-charge may depute a subordinate to measure up the said work in the presence of the Contractor, whose signature in the Measurement Book or sheet will be sufficient warrant and the Engineer-in-charge may prepare a bill from such Measurement Book, which shall be binding on the Contractor in all respects.
Payment at Part Rates	15.6.2	The rates for several items of works may be paid in part rates provisionally in running bills in proportion to the quantum of items executed as per specifications at the discretion of the Engineer-in-charge. The deferred payment, will however, be released after the successful completion of the item of work. In case of item rates, if the rate quoted for certain items is very high in comparison to the average/overall bid value over the estimated cost of the work, the payment at running stages shall not be made until an appropriate additional performance security for items for which rates have been quoted high, has been submitted by the Contractor. This security shall be refunded at the final stage of completion.
Payment at Reduced Rates	15.6.3	In case certain item of the Works has not been executed as per specifications, design, drawings and the specified durability and the Engineer-in-Charge is not convinced to accept the item of Works at the full rate applicable under the Contract, may accept such item at a reduced rate (in proportion to the designed and executed capability and or the designed and assessed service life of the structure and its components) with a minimum reduction of 25% of the full rate during the preparation of on account bills or final bill if the item is so acceptable without detriment to the safety and utility of the item and the whole Works. Decision of the Engineer-in-Charge to be conveyed in writing in respect of the same will be final and binding on the Contractor.
Recovery of Cost of Water and Electricity consumed by the Contractor	15.6.4	The cost of all water connections necessary for the execution of Works, and the cost of water consumed and hire charges of meters and the cost of electricity consumed in connection with the execution of the Works shall be paid by the Contractor except where otherwise specifically provided in the Contract Data.
Recovery of materials issued and hire charges of Machinery and Equipment, etc.	15.6.5	Recoveries on account of materials issued to the Contractor by the Procuring Entity, Machinery and Equipment lent on hire, advance payment, secured advance, etc. or on any other account, and dues shall be made from each payment certificate from the Contractor as per conditions of this Contract.
Payment on Intermediate Certificate to be regarded as Advances	15.7	All interim payments shall be regarded as payment by way of advances against final payment only and shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be rejected, removed, taken away and reconstructed or re-erected. Any certificate given by the Engineer-in-Charge relating to the work done or Materials delivered forming part of such payment may be modified or corrected by any subsequent such certificate(s) or by the final certificate and shall not by itself be conclusive evidence that any work or Materials to which it relates is/are in accordance with the Contract and Specifications. Any such interim payment, or any part thereof shall not in any respect conclude, determine or affect in any way powers of the Engineer-in-Charge under the Contract or any of such payments be treated as final settlement and adjustment of accounts or in any way vary or affect the Contract.
Application for	15.8	The Contractor shall apply to the Engineer-in-Charge for issue of the Final

issue of final completion certificate		Completion Certificate at least 45 days in advance of the likely date of full/satisfactory completion. The Engineer-in-Charge during this period shall review and finalise the requirements of work to qualify as final completion with respect to the third party quality inspection agency reports, if any. The Final completion certificate shall be issued within 30 days of its becoming due as per notice.
issue of final completion certificate	15.9	After the Contractor has rectified all deficiencies pointed out by the Engineer-in-Charge in the final payment documents, and complied to all observations of the Third Party Quality Inspection Agency and the Independent Engineer to the entire satisfaction of the Engineer-in-Charge, the Contractor shall apply to the Engineer-in-Charge releasing the final payment as per final statement and also issue a final payment certificate. The Engineer-in-Charge shall proceed to issue the final payment certificate after reviewing all tests on completion, determinations, as built design and drawings, and other compliances required under the Contract.
Final Statement of payments	15.10	<p>Within 28 Days after receiving the Taking Over Certificate for the Works, the Contractor shall submit to the Engineer-in-charge, six copies of a draft final statement with as built drawings (with two soft copies also) and all other supporting documents showing in detail in a form approved by the Engineer-in-charge the value of all work done in accordance with the Contract, and any further sums which the Contractor considers to be due to him under the Contract or otherwise.</p> <p>If the Engineer-in-charge disagrees with or cannot verify any part of the draft final statement, the Contractor shall submit such further information as the Engineer-in-charge 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-in- charge the final statement as agreed. This agreed statement is referred to in these Conditions as the “Final Statement”.</p> <p>However if, following discussions between the Engineer-in- charge and the Contractor and any changes to the draft final statement which are agreed, it becomes evident that a dispute exists, the Engineer-in-charge shall deliver to the Procuring Entity’s competent authority (with a copy to the Contractor) an Interim Payment Certificate for the agreed parts of the draft final statement.</p>
Discharge	15.11	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 Contract or under or in connection with the Contract. This discharge may state that it becomes effective when the Contractor has received the Performance Security and the outstanding balance of this total, in which event the discharge shall be effective on such date.
Payment of Final Bill	15.12	<p>The final value of the acceptable works done, less payments already received, value of claims raised and paid, value of claims not paid along with Interim Payment Certificates, final statement of price escalation due and paid, etc. shall be submitted by the Contractor along with the Final Bill. The final bill shall be submitted by the Contractor in the same manner as specified in interim bills within three Months of physical completion of the work or within one month of the date of the final certificate of completion issued by the Engineer-in-Charge whichever is earlier. No further claims shall be made by the Contractor after submission of the final bill and these shall be deemed to have been waived and extinguished.</p> <p>Payments of those items of the bill in respect of which there is no dispute and of items in dispute, for quantities and rates as approved by Engineer-in-Charge, will, as far as possible be made within a period of 90 days, the period being reckoned from the date of receipt of the bill by the Engineer-in-Charge complete with accounts of advances, Materials issued, Machinery &amp; Equipment lent on hire by the Procuring Entity, dismantled Materials, etc.</p>
Recovery of cost of	15.13	In case the Contractor does not submit the bill within the time fixed, the Engineer-



preparation of the bill		<p>in-charge may prepare the bill as per provision of Sub-Clause 15.6.1 [Payment of an Interim Payment Certificate] but a deduction @ 0.5 % of the amount of such a bill shall be made and credited to the general revenue account of the Department/ Organisation on account of preparation of the bill.</p> <p>The Contractor shall submit all bills on the printed forms, to be had on application, at the office of the Engineer- in- charge and the charges in the bills shall always be entered at the rates specified in the Contract or in the case of any extra work ordered in pursuance of these conditions, and not mentioned or provided for in the Contract, at the rates approved for such work.</p>
Payment of Contractor's Bills to Banks	15.14	<p>Payments due to the Contractor may, if so desired by him, be made to his Bank instead of direct to him provided that the Contractor furnishes to the Engineer-in-Charge (i) the account number with name and address of branch of the Bank, (ii) an authorization in the form of a legally valid document such as a power of attorney conferring authority on the Bank to receive payments, and (iii) his own acceptance of the correctness of the amount made out as being due to him by Procuring Entity or his signature on the bill or other claim preferred against Procuring Entity before settlement by the Engineer-in-Charge of the account or claim by payment to the Bank. While the receipt given by such copy of Banks statement shall constitute a full and sufficient discharge for the payment, the Contractor shall also acknowledge with a receipt. Wherever possible the Contractor shall present his bills duly receipted and discharges through his Bankers.</p> <p>Nothing herein contained shall operate to create in favour of the Bank any rights or equities vis.-a-vis. the Procuring Entity/ Governor of <i>[insert name of state]</i>.</p>
Advance Payments	15.15	<p>If provided in the SCC, the Procuring Entity shall make an advance payment for mobilization for the Works, when the Contractor submits a Bank Guarantee of an equal amount from a Scheduled Bank in India. The total advance payment, the number and timing of instalment (if more than one), and the applicable currencies and proportions, shall be as stated in the Contract Data.</p> <p>Unless and until the Procuring Entity receives this Bank Guarantee and got confirmed from the issuing Bank, or if the provision of advance payment is not stated in the SCC, this Sub-Clause shall not apply.</p> <p>Unless stated otherwise in the Contract Data, the advance payment shall be repaid through percentage deductions from the interim payments determined by the Engineer-in-charge in accordance with Sub-Clause 15.5 [Issue of Interim Payment Certificates], as follows</p> <p>i. deductions shall commence in the next interim Payment Certificate following that in which the total of all certified interim payments (excluding the advance payment and deductions and repayments of retention) exceeds 30 percent of the Accepted Contract Amount less Provisional Sums; and</p> <p>ii. deductions shall be made at the amortisation rate stated in the Contract Data of the amount of each Interim Payment Certificate (excluding the advance payment and deductions for its repayments as well as deductions for retention money) in the currencies and proportions of the advance payment until such time as the advance payment has been repaid; provided that the advance payment shall be completely repaid prior to the time when 90 percent of the Accepted Contract Amount less Provisional Sums has been certified for payment.</p> <p>If the advance payment has not been repaid prior to the issue of the Taking-Over Certificate for the Works or prior to termination under Sub-Clause 16.1 [Termination by Procuring Entity], Sub-Clause 17.2 [Termination by Contractor] or Sub-Clause 19 [Force Majeure] (as the case may be), the whole of the balance then outstanding shall immediately become due to the Procuring Entity.</p>
Secured Advance on Non-Perishable	15.16	<p>The Contractor, on signing an indenture in the form to be specified by the Engineer-in-Charge, may be paid during the progress of the execution of the work,</p>

<p>Materials  (Not applicable in case of Lump Sum Contract)</p>		<p>up to 75% of the assessed value of any Materials which have been actually brought at the Site and which, in the opinion of the Engineer-in-charge, are non-perishable, non-fragile and non-combustible and will be consumed in the Works within next three months in accordance with the construction programme and the Contract provided that they are adequately stored and/ or protected against damage by weather or other causes but which have not, at the time of granting advance, been incorporated in the Works. When Materials on account of which advance has been made under this Sub-Clause are incorporated in the work, the amount of such advance shall be recovered/ deducted from the next payment made under any of the Sub-Clauses of this Contract.</p>
<p>Ensuring Payment and Amenities to Workers if Contractor fails to pay</p>	15.17	<p>In every case in which by virtue of the provisions of the Contract Labour (Regulation and Abolition) Act, 1970, and of the Contract Labour (Regulation and Abolition) Central Rules, 1971, any applicable Labour Laws, the Procuring Entity is obliged to pay any amounts of wages to a workman employed by the Contractor in execution of the Works, or to incur any expenditure in providing welfare and health amenities required to be provided under the above said Laws or under the P.W.D. Contractor's Labour Regulations, or under the Rules framed by Government from time to time for the protection of health and sanitary arrangements for workers employed by the Contractor, the Procuring Entity shall recover from the Contractor the amount of wages so paid or the amount of expenditure so incurred; and without prejudice to the rights of the Procuring Entity under sub-section (2) of Section 20, and sub-section (4) of Section 21, of the Contract Labour (Regulation and Abolition) Act, 1970, Government shall be at liberty to recover such amount or any part thereof by deducting it from the Performance Security or from any sum due by the Procuring Entity to the Contractor whether under this Contract or otherwise. The Procuring Entity shall not be bound to contest any claim made against it under sub-section (1) of Section 20, sub-section (4) of Section 21, of the said Act, except on the written request of the Contractor and upon his giving to the Procuring Entity full security for all costs for which the Procuring Entity might become liable in contesting such claim.</p>
<p>Withholding and lien in respect of sums due from Contractor</p>	15.18	<p>Whenever any claim or claims for payment of a sum of money arises out of or under the Contract or against the Contractor, the Engineer-in-Charge or the Government shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from the Performance Security, if any, deposited by the Contractor and for the purpose aforesaid, the Engineer-in-Charge or the Government shall be entitled to withhold the Performance Security furnished, if any and also have a lien over the same pending finalization or adjudication of any such claim. In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the Contractor, the Engineer-in-Charge or the Government shall be entitled to withhold and have a lien to retain to the extent of payable or which may at any time thereafter become payable to the Contractor under the same Contract or any other Contract with the Engineer-in-Charge or the Government or any Contracting person through the Engineer-in-Charge pending finalization of adjudication of any such claim. It is an agreed term of the Contract that the sum of money or moneys so withheld or retained under the lien referred to above by the Engineer-in-Charge or Government will be kept withheld or retained as such by the Engineer-in-Charge or Government till the claim arising out of or under the Contract is determined by the arbitrator (if the Contract is governed by the arbitration Sub-Clause) or by the competent court, as the case may be and that the Contractor will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention under the lien referred to above and duly notified as such to the Contractor. For the purpose of this Sub-Clause, where the Contractor is a partnership firm or a limited</p>

		<p>company, the Engineer-in-Charge or the Government shall be entitled to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner/ limited company as the case may be, whether in his individual capacity or otherwise.</p> <p>The Procuring Entity shall have the right to cause an audit and technical examination of the Works and the final bills of the Contractor including all supporting vouchers, abstract etc., to be made within two years after payment of the final bill and if as a result of such audit and technical examination any sum is found to have been overpaid in respect of any work done by the Contractor under the Contract or any work claimed to have been done by him under the Contract and found not to have been executed, the Contractor shall be liable to refund the amount of over-payment and it shall be lawful for the Procuring Entity to recover the same from him in the manner prescribed or in any other manner legally permissible; and if it is found that the Contractor was paid less than what was due to him under the Contract in respect of any work executed by him under it, the amount of such under payment shall be duly paid by the Procuring Entity to the Contractor, without any interest thereon whatsoever.</p>
Lien in respect of claims in other Contracts	15.19	<p>Any sum of money due and payable to the Contractor (including the Performance Security returnable to him) under the Contract may be withheld or retained by way of lien by the Engineer-in-Charge or the Government or any other Contracting person or persons through Engineer-in-charge against any claim of the Engineer-in-Charge or the Government or such person or persons in respect of payment of a sum of money arising out of or under any other Contract made by the Contractor with the Engineer-in-Charge or the Government or with such person or persons. It is an agreed term of the Contract that the sum of money so withheld or retained under this Sub-Clause by the Engineer-in-Charge or the Government will be kept withheld or retained as such by the Engineer-in-Charge or the Government till his claim arising out of the same Contract or any other Contract is either mutually settled or determined by the arbitration Sub-Clause or by the competent court, as the case may be and that the Contractor shall have no claim for interest or damages whatsoever on this account or on any other ground in respect of any sum of money withheld or retained under this Sub-Clause and duly notified as such to the Contractor.</p>
Levy or Taxes payable by Contractor	15.20	<p>VAT/ Sales Tax/ GST, service tax or any other taxes and duties on Materials, works or services in respect of this Contract shall be payable by the Contractor according to Law in effect.</p> <p>The Contractor shall deposit royalty and obtain necessary permit for supply of the red earth, moorum, sand, chips, bajri, stone, kankar, etc. from local authorities. The liability, if any, on account of quarry fees, royalties, octroi and other taxes and duties in respect of materials actually consumed on the Works, shall be borne by the Contractor.</p> <p>If pursuant to or under any Law, notification or order any royalty, cess or the hike becomes payable to the Government of India and does not at any time become payable by the Contractor to the State Government/ Local authorities in respect of any Material used by the Contractor in the Works then in such a case, it shall be Lawful to the Government of India and it will have the right and be entitled to recover the amount paid in the circumstances as aforesaid from the dues of the Contractor.</p> <p>In respect of goods and Materials procured by the Contractor, for use in Works under the Contract, VAT will be paid by the Contractor himself but in respect of such goods manufactured and supplied by the Contractor and Works executed under the contract, the responsibility of payment of VAT shall be that of the Procuring Entity.</p>

<p>Adjustments for changes in Legislation</p>	<p>15.21</p>	<p>All the bid rates shall be inclusive of all taxes and levies payable under respective statutes, However if any further tax or levy is imposed by Statute, after the Base Date and the Contractor thereupon necessarily and properly pays such taxes/ levies the Contractor shall be reimbursed the amount so paid, provided such payments, if it any, is not, in the opinion of the Procuring Entity (whose decision shall be final and binding on the Contractor) attributable to delay in execution of work within the control of the Contractor.</p> <p>The Contractor shall keep necessary books of accounts and other documents for the purpose of this condition as may be necessary and shall allow inspection of the same by a duly authorized representative of the Procuring Entity and/ or the Engineer-in-Charge and further shall furnish such other information/ document as the Engineer-in-Charge may require from time to time.</p> <p>The Contractor shall, within a period of 30 Days of the imposition of any such further tax or levy, give a written notice thereof to the Engineer-in-Charge that the same is given pursuant to this condition, together with all necessary information relating thereto.</p> <p>This Sub-Clause shall not be applicable if the effect of changes in legislation has been included in price variation formulae in Clause 10 [Price Variation].</p>
<p>Pre Check and Post Check of Bills</p>	<p>15.22</p>	<p>The Government/ Procuring Entity shall have a right to provide a system of pre check of Contractor’s bills by a specified organization and payment by an Accounts Organisation as the Government/ Procuring Entity may in its absolute discretion decide. Any overpayments detected as a result of such pre check or post check of Contractor’s bills can be recovered from the Contractor’s bills and the Contractor will refund such excess payments.</p>
<p>16. Termination of Contract by Procuring Entity</p>		
<p>Termination by Procuring Entity</p>	<p>16.1</p>	<p>16.1 Termination for Employer’s Convenience</p> <p>16.1.1 The Employer may at any time terminate the Contract for any reason by giving the Contractor a notice of termination that refers to this GCC Subclause 16.1.</p> <p>16.1.2 Upon receipt of the notice of termination under GCC Subclause 16.1.1, the Contractor shall, either immediately or upon the date specified in the notice of termination,</p> <p>(a) cease all further work, except for such work as the Employer may specify in the notice of termination for the sole purpose of protecting that part of the Facilities already executed, or any work required to leave the Site in a clean and safe condition;</p> <p>(b) terminate all subcontracts, except those to be assigned to the Employer pursuant to paragraph (d) (ii) below;</p> <p>(c) remove all Contractor’s Equipment from the Site, repatriate the Contractor’s and its Subcontractors’ personnel from the Site, remove from the Site any wreckage, rubbish and debris of any kind, and leave the whole of the Site in a clean and safe condition; and</p> <p>(d) subject to the payment specified in GCC Subclause 16.1.3,</p> <p>(i) deliver to the Employer the parts of the Facilities executed by the Contractor up to the date of termination;</p> <p>(ii) to the extent legally possible, assign to the Employer all right, title and benefit of the Contractor to the Facilities and to the Plant as of the date of termination, and, as may be required by the Employer, in any subcontracts concluded between the Contractor and its Subcontractors; and</p> <p>(iii) deliver to the Employer all non-proprietary drawings, specifications and other documents prepared by the Contractor or its Subcontractors as at the date of termination in connection with the Facilities.</p> <p>16.1.3 In the event of termination of the Contract under GCC Subclause 16.1.1,</p>

	<p>the Employer shall pay to the Contractor the following amounts:</p> <ul style="list-style-type: none"> <li>(a) the Contract Price, properly attributable to the parts of the Facilities executed by the Contractor as of the date of termination;</li> <li>(b) the costs reasonably incurred by the Contractor in the removal of the Contractor's Equipment from the Site and in the repatriation of the Contractor's and its Subcontractors' personnel;</li> <li>(c) any amounts to be paid by the Contractor to its Subcontractors in connection with the termination of any subcontracts, including any cancellation charges;</li> <li>(d) costs incurred by the Contractor in protecting the Facilities and leaving the Site in a clean and safe condition pursuant to paragraph (a) of GCC Subclause 16.1.2; and</li> <li>(e) the cost of satisfying all other obligations, commitments and claims that the Contractor may in good faith have undertaken with third parties in connection with the Contract and that are not covered by paragraphs (a) through (d) above.</li> </ul> <p>Subject to the other provisions contained in this Sub-Clause the Engineer-in-charge may, without prejudice to his any other rights or remedy against the Contractor in respect of any delay, inferior workmanship, any claims for damages and/or any other provisions of this Contract or otherwise and whether the date of completion has or has not elapsed by a notice of reasonable period in writing absolutely determine the Contract in any of the following cases:</p> <p>If the Contractor, having been given by the Engineer-in-Charge a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in an inefficient or otherwise improper or un-workmanlike manner, or by workers who do not understand the instructions of the Engineer-in-Charge, or do not execute the work as per specifications or in contravention of the advice of the third party quality inspections agency about the quality of works, if any, shall omit to comply with the requirement of such notice for a period of fifteen Days thereof.</p> <p>If the Contractor being a company shall pass a resolution or the Court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the Court or the creditor to appoint a receiver or a manager or which entitle the Court to make a winding up order.</p> <p>If the Contractor has, without reasonable cause, suspended the progress of the Works for a continuous period of 30 days, or has failed to proceed with the Works with due diligence so that, in the reasoned opinion of the Engineer-in-Charge (which shall be final and binding), he will be unable to secure completion of the Works by the stipulated date of completion and continues to do so after a notice in writing of fifteen Days from the Engineer-in-Charge.</p> <p>If the Contractor fails to complete the Works within the stipulated time or spans of the Works with individual date of completion, if any stipulated, on or before such date(s) of completion and or fails to achieve two continuous mile stones, does not complete them within the period specified in a notice given in writing on that behalf by the Engineer-in-Charge.</p> <p>If the Contractor persistently neglects to carry out his obligations under the Contract and/ or commits default in complying with any of the terms and conditions of the Contract and does not remedy it or take effective steps to remedy it within fifteen Days after a notice in writing is given to him on that behalf by the Engineer-in-charge.</p> <p>If the Contractor sublets the Works or a part of Works without specific permission of the Procuring Entity/ Engineer-in-charge.</p> <p>If the Contractor has not been commenced the Works by the Commencement Date or within 1/8th of the stipulated time for completion subject to a maximum of 45</p>
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<p>Contractor liable to pay compensation even if action not taken under Sub-Clause 16.1 above</p>	<p>16.2</p>	<p>In any case in which the powers conferred upon the Engineer- in-Charge by Sub-Clause 16.1 [Termination by Procuring Entity] shall have become exercisable and the same are not exercised, the non-exercise of such powers shall not constitute a waiver of any of the conditions hereof and such powers shall, notwithstanding, be exercisable in the event of any future case of default by the Contractor and the liability of the Contractor for compensation shall remain unaffected.</p> <p>In the event of the Engineer-in-Charge putting in force all or any of the powers vested in him under the preceding Sub-Clause 16.1, he may, if he so desires, after giving a notice in writing to the Contractor, take possession of all or any tools, plants, materials and stores, in or upon the Works or the Site, thereof or belonging</p>

		to the Contractor or procured by him and intended to be used for execution of the Works or any part thereof, paying or allowing for the same in account, at the Contract rates or, in the case of these not being applicable, at current market rates to be certified by the Engineer-in-Charge (whose certificate, thereof, shall be final and conclusive), otherwise the Engineer-in-Charge may, by notice in writing to the Contractor or his authorized agent, require him to remove such tools, plants, materials or stores from the premises (within a time to be specified in such notice), and in the event of the Contractor failing to comply with any such requisition, the Engineer-in-Charge may remove them at the Contractor's expense or sell them by auction or private sale on account of the Contractor and his risk in all respects, and the certificate of the Engineer-in-Charge as to the expenses of any such removal, and the amount of the proceeds and expenses of any such sale shall be final and conclusive against the Contractor.
Valuation at the date of termination:	16.3	As soon as practicable after a notice of termination under Sub-Clause 16.1 has taken effect, the Engineer-in-charge 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.
Payment after Termination	16.4	After a notice of termination under Sub-Clause 16.1 has taken effect, the Procuring Entity may: proceed in accordance with Sub-Clause 3.5 [Procuring Entity's Claims ], 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 Procuring Entity, have been established, and recover from the Contractor any losses and damages incurred by the Procuring Entity and any extra Costs of completing the Works, after allowing for any sum due to the Contractor under Sub-Clause 16.3. After recovering any such losses, damages and extra Costs, the Procuring Entity shall pay balance to the Contractor, if any.
Procuring Entity's Entitlement to Termination for Convenience	16.5	If, at any time after the commencement of the Works, the Government/ Procuring Entity shall, for any reason, whatsoever, not require the whole work, thereof, as specified in the Contract, to be carried out, the Engineer-in-charge shall give notice, in writing, of the fact to the Contractor, who shall have no claim to any payment or compensation, whatsoever, on account of any profit or advantage which he might have derived from the execution of the Works in full but which he did not derive in consequence of the full amount of the Works not having been carried out. Neither shall he have any claim for compensation by reason of alterations having been made in the original specifications, drawings and design and instructions, which shall involve any curtailment of the Works, as originally contemplated. Provided, that the contractor shall be paid the charges for the cartage only, of materials actually brought to the Site of the Works by him for bonafide use and rendered surplus as a result of the abandonment or curtailment of the Works or any portion thereof, and taken them back by the Contractor provided, however, that the Engineer-in-charge shall have, in all such cases, the option of taking over all or any such materials at their purchase price or at local market rates whichever may be less.

<p>Corrupt, Fraudulent, Collusive or Coercive Practices</p>	<p>16.6</p>	<p>If the Procuring Entity determines that the Contractor, his Sub-Contractors or any of their personnel has breached the Code of Integrity prescribed in the Act, the Rules, or the Instructions to Bidders [Section I of the Bidding Document] or has engaged in corrupt, fraudulent, collusive or coercive practices, in competing for or in executing the Contract, then the Procuring Entity may, after giving 14 Days notice to the Contractor:                  terminate the Contract and expel him from the Site,                  forfeit or encash performance security and any other security or bond relating to this Contract,                  recover the payments made under the Contract along with interest thereon at bank rate,                  recover compensation for loss incurred due to termination of the Contract including excess expenditure, if any incurred in getting the remaining work executed from other agency under Sub-Clause 16.1.                  For the purposes of this Sub-Clause:                  “corrupt practice” means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in the Contract execution;                  “fraudulent practice” means a misrepresentation or omission of facts in order to influence a procurement process or the execution of the Contract;                  “collusive practice” means a scheme of arrangement between two or more bidders, with or without the knowledge of the Procuring Entity, designed to establish bid prices at artificial, non-competitive levels;                  “Coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a Contract.                  Should any employee of the Contractor be determined to have engaged in corrupt, fraudulent or coercive practice during the execution of the Works then that employee shall be removed in accordance with Sub-Clause 6.11 [Contractor’s Personnel].</p>
<p>Termination of Contract on death of Contractor</p>	<p>16.7</p>	<p>Without prejudice to any of the rights or remedies under this Contract, if the Contractor dies, the Procuring Entity shall have the option of terminating the Contract without compensation to the Contractor after the affidavit of his/ their legal heir/heirs that they are not in a position to complete the work as Contracted or are not going to be in this profession in future.</p>
<p>17. Suspension of Works and Termination by the Contractor</p>		
<p>Contractor’s Entitlement to Suspend Work</p>	<p>17.1</p>	<p>17.1 Termination for Contractor’s Default                  17.1.1 The Employer, without prejudice to any other rights or remedies it may possess, may terminate the Contract forthwith in the following circumstances by giving a notice of termination and its reasons therefor to the Contractor, referring to this GCC Subclause 17.1:                  (a) if the Contractor becomes bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, or, if the Contractor is a corporation, a resolution is passed or order is made for its winding up, other than a voluntary liquidation for the purposes of amalgamation or reconstruction, a receiver is appointed over any part of its undertaking or assets, or if the Contractor takes or suffers any other analogous action in consequence of debt;                  (b) if the Contractor assigns or transfers the Contract or any right or interest therein in violation of the provision of GCC Clause 40; and                  (c) if the Contractor, in the judgment of the Employer has engaged in corrupt or fraudulent practices, in competing for or in executing the Contract.                  17.2.2 If the Contractor</p>



	<p>(a) has abandoned or repudiated the Contract;</p> <p>(b) has without valid reason failed to commence work on the Facilities promptly or has suspended, other than pursuant to GCC Subclause 16, the progress of Contract performance for more than 28 days after receiving a written instruction from the Employer to proceed;</p> <p>(c) persistently fails to execute the Contract in accordance with the Contract or persistently neglects to carry out its obligations under the Contract without just cause;</p> <p>(d) refuses or is unable to provide sufficient materials, services or labor to execute and complete the Facilities in the manner, specified in the Work program furnished by the contractor at the time of agreement and at rates of progress that give reasonable assurance to the Employer that the Contractor can attain Completion of the Facilities by the Time for Completion as extended; then the Employer may, without prejudice to any other rights it may possess under the Contract, give a notice to the Contractor, stating the nature of the default and requiring the Contractor to remedy the same. If the Contractor fails to remedy or to take steps to remedy the same within 14 days of its receipt of such notice, then the Employer may terminate the Contract forthwith by giving a notice of termination to the Contractor that refers to this GCC Subclause 17.1.</p> <p>17.2.3 Upon receipt of the notice of termination under GCC Subclauses 17.1.1 or 17.1.2, the Contractor shall, either immediately or upon such date as is specified in the notice of termination,</p> <p>(a) cease all further work, except for such work as the Employer may specify in the notice of termination for the sole purpose of protecting that part of the Facilities already executed, or any work required to leave the Site in a clean and safe condition;</p> <p>(b) terminate all subcontracts, except those to be assigned to the Employer pursuant to paragraph (d) below;</p> <p>(c) deliver to the Employer the parts of the Facilities executed by the Contractor up to the date of termination;</p> <p>(d) to the extent legally possible, assign to the Employer all right, title and benefit of the Contractor to the Facilities and to the Plant as of the date of termination, and, as may be required by the Employer, in any subcontracts concluded between the Contractor and its Subcontractors; and</p> <p>(e) deliver to the Employer all drawings, specifications and other documents prepared by the Contractor or its Subcontractors as of the date of termination in connection with the Facilities.</p> <p>17.1.4 The Employer may enter upon the Site, expel the Contractor, and complete the Facilities itself or by employing any third party. The Employer may, to the exclusion of any right of the Contractor over the same, take over and use with the payment of a fair rental rate to the Contractor, with all the maintenance costs to the account of the Employer and with an indemnification by the Employer for all liability including damage or injury to persons arising out of the Employer's use of such equipment, any Contractor's Equipment owned by the Contractor and on the Site in connection with the Facilities for such reasonable period as the Employer considers expedient for the supply and installation of the Facilities. Upon completion of the Facilities or at such earlier date as the Employer thinks appropriate, the Employer shall give notice to the Contractor that such Contractor's Equipment will be returned to the Contractor at or near the Site and shall return such Contractor's Equipment to the Contractor in accordance with such notice. The Contractor shall thereafter without delay and at its cost remove or arrange removal of the same from the Site.</p> <p>17.1.5 Subject to GCC Subclause 17.1.6, the Contractor shall be entitled to be</p>
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	<p>paid the Contract Price attributable to the Facilities executed as of the date of termination, the value of any unused or partially used Plant on the Site, and the costs, if any, incurred in protecting the Facilities and in leaving the Site in a clean and safe condition pursuant to paragraph (a) of GCC Subclause 17.1.3. Any sums due the Employer from the Contractor accruing prior to the date of termination shall be deducted from the amount to be paid to the Contractor under this Contract.</p> <p>17.1.6 If the Employer completes the Facilities, the cost of completing the Facilities by the Employer shall be determined.</p> <p>If the sum that the Contractor is entitled to be paid, pursuant to GCC Subclause 17.1.5, plus the reasonable costs incurred by the Employer in completing the Facilities, exceeds the Contract Price, the Contractor shall be liable for such excess. If such excess is greater than the sums due the Contractor under GCC Subclause 17.1.5, the Contractor shall pay the balance to the Employer, and if such excess is less than the sums due the Contractor under GCC Subclause 17.1.5, the Employer shall pay the balance to the Contractor.</p> <p>The Employer and the Contractor shall agree, in writing, on the computation described above and the manner in which any sums shall be paid.</p> <p>17.2 Termination by Contractor</p> <p>17.2.1 If</p> <p>(a) the Employer has failed to pay the Contractor any sum due under the Contract within the specified period, has failed to approve any invoice or supporting documents without just cause pursuant to the Appendix (Terms and Procedures of Payment) to the Contract Agreement, or commits a substantial breach of the Contract, the Contractor may give a notice to the Employer that requires payment of such sum, with interest thereon as stipulated in GCC Subclause 15.6, requires approval of such invoice or supporting documents, or specifies the breach and requires the Employer to remedy the same, as the case may be. If the Employer fails to pay such sum together with such interest, fails to approve such invoice or supporting documents or give its reasons for withholding such approval, fails to remedy the breach or take steps to remedy the breach within 14 days after receipt of the Contractor’s notice; or</p> <p>(b) the Contractor is unable to carry out any of its obligations under the Contract for any reason attributable to the Employer, including but not limited to the Employer’s failure to provide possession of or access to the Site or other areas or failure to obtain any governmental permit necessary for the execution and/or completion of the Facilities;</p> <p>then the Contractor may give a notice to the Employer thereof, and if the Employer has failed to pay the outstanding sum, to approve the invoice or supporting documents, to give its reasons for withholding such approval, or to remedy the breach within 28 days of such notice, or if the Contractor is still unable to carry out any of its obligations under the Contract for any reason attributable to the Employer within 28 days of the said notice, the Contractor may by a further notice to the Employer referring to this GCC Subclause 17.2.1, forthwith terminate the Contract.</p> <p>17.2.2 The Contractor may terminate the Contract forthwith by giving a notice to the Employer to that effect, referring to this GCC Subclause 17.2.2, if the Employer becomes bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, or, being a corporation, if a resolution is passed or order is made for its winding up (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), a receiver is appointed over any part of its undertaking or assets, or if the Employer takes or suffers any other analogous action in consequence of debt.</p> <p>17.2.3 If the Contract is terminated under GCC Subclauses 17.2.1 or 17.2.2, then the Contractor shall immediately</p>
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Termination by Contractor	17.2	The Contractor shall be entitled to terminate the Contract if: the Contractor does not receive the amount due under an Interim Payment

		<p>Certificate within 28 Days after the expiry of the time stated in Sub-Clause 15.6 [Payment of an Interim Payment Certificate] within which payment is to be made (except for deductions in accordance with Sub-Clause 2.5 [Procuring Entity's Claims], or</p> <p>the Procuring Entity 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, or a prolonged suspension affects the whole of the Works as described in Sub-Clause 8.13 [Prolonged Suspension ], or</p> <p>the Contractor does not receive the Engineer-in-charge's instruction recording the agreement of both Parties on the fulfilment of the conditions for the Commencement of Works under Sub-Clause 8.3 [Commencement of Works].</p> <p>In any of these events or circumstances, the Contractor may, upon giving 28 Days' reasoned notice to the Procuring Entity, terminate the Contract.</p>
Cessation of Work and Removal of Contractor's Equipment	17.3	<p>After a notice of termination under Sub-Clause 16 [Termination of Contract by Procuring Entity], Sub-Clause 17.2 [Termination by Contractor] or Sub-Clause 19.6. [Optional Termination, Payment and Release] has taken effect, the Contractor shall promptly:</p> <p>cease all further work, except for such work as may have been instructed by the Engineer-in-charge for the protection of life or property or for the safety of the Works,</p> <p>hand over Contractor's Documents, as built drawings, Plant, Materials and other work, for which the Contractor has received payment, and</p> <p>remove all other Goods from the Site, except as necessary for safety, and leave the Site.</p>
Payment on Termination	17.4	<p>After a notice of termination under Sub-Clause 17.2 [Termination by Contractor] has taken effect, the Procuring Entity shall promptly pay the Contractor in accordance with Sub-Clause 19.6. [Optional Termination, Payment and Release].</p>
<b>18. Risk and responsibilities</b>		
Indemnities	18.1	<p>The Contractor shall indemnify and hold harmless the Procuring Entity, the Procuring Entity's Personnel, and their respective agents, against and from all claims, damages, losses and expenses (including legal fees and expenses) in respect of:</p> <p>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, willful act or breach of the Contract by the Procuring Entity, the Procuring Entity's Personnel, or any of their respective agents, and</p> <p>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, willful act or breach of the Contract by the Procuring Entity, the Procuring Entity's Personnel, their respective agents, or anyone directly or indirectly employed by any of them.</p>
Contractor's Care of the Works	18.2.1	<p>The Contractor shall take full responsibility for the care of the Works and materials and Goods from the Commencement Date until the Taking-Over Certificate is issued (or is deemed to be issued under Clause 12 [Taking Over of the Works and Sections by Procuring Entity] for the Works, when responsibility for the care of the Works shall pass to the Procuring Entity. If a Taking-Over Certificate is issued (or</p>

		<p>is so deemed to be issued) for any Section or part of the Works, responsibility for the care of the Section or part shall then pass to the Procuring Entity.</p> <p>After responsibility has accordingly passed to the Procuring Entity, the Contractor shall take responsibility for the care of any work which is outstanding on the date stated in a Taking-Over Certificate, until this outstanding work has been completed. If any loss or damage happens to the Works, Materials or Goods or Contractor's Documents during the period when the Contractor is responsible for their care, from any cause not listed in Sub-Clause 18.3 [Procuring Entity's Risks], the Contractor shall rectify/ reimburse the loss or damage at the Contractor's risk and Cost, so that the Works, Materials or Goods or Contractor's Documents conform with the Contract.</p> <p>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.</p>
	18.2.2	<p>All risks of loss of or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract other than the excepted risks are the responsibility of the Contractor.</p>
Procuring Entity's Risks.	18.3	<p>The risks referred to in Sub-Clause 18.4 [Consequences of Procuring Entity's Risks] below, insofar as they directly affect the execution of the Works, are: war, hostilities (whether war be declared or not), invasion, act of foreign enemies, rebellion, terrorism, sabotage by persons other than the Contractor's Personnel, revolution, insurrection, military or usurped power, or civil war, within the Country, riot, commotion or disorder within the Country by persons other than the Contractor's Personnel, munitions of war, explosive Materials, ionizing radiation or contamination by radio-activity, within the Country, except as may be attributable to the Contractor's use of such munitions, explosives, radiation or radio-activity, pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds, use or occupation by the Procuring Entity of any part of the Permanent Works, except as may be specified in the Contract, design of any part of the Works by the Procuring Entity's Personnel or by others for whom the Procuring Entity is responsible, and 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.</p>
Consequences of Procuring Entity's Risks	18.4	<p>If and to the extent that any of the risks listed in Sub-Clause 18.3 above results in loss or damage to the Works, materials or Goods or Contractor's Documents, the Contractor shall promptly give notice to the Engineer-in-charge and shall rectify this loss or damage to the extent required by the Engineer-in-charge.</p> <p>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-in-charge and shall be entitled subject to Clause 21.2 [Contractor's Claims ] to:</p> <p>An extension of time for any such delay, if completion is or will be delayed, under Clause 8.6 [Extension of Time for Completion], and payment of any such Cost, which shall be included in the Contract Price.</p> <p>After receiving this further notice, the Engineer-in-charge shall proceed in accordance with Clause 3.5 [Determinations] to agree or determine these matters.</p>

<p>Intellectual and Industrial Property Rights</p>	<p>18.5</p>	<p>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.</p> <p>Whenever a Party does not give notice to the other Party of any claim within 28 Days of receiving the claim, the first Party shall be deemed to have waived any right to indemnity under this Sub-Clause.</p> <p>The Contractor shall fully indemnify and keep indemnified the Procuring Entity and the State Government against any action, claim or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay any royalties which may be payable in respect of any article or part thereof included in the Contract. The Contractor shall indemnify and hold the Procuring Entity 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.</p> <p>The Procuring Entity shall indemnify and hold the Contractor harmless against and from any claim alleging an infringement which is or was:</p> <p>an unavoidable result of the Contractor’s compliance with the Contract, or a result of any Works being used by the Procuring Entity:</p> <p>(a) for a purpose other than that indicated by, or reasonably to be inferred from, the Contract, or</p> <p>(b) in conjunction with anything not supplied by the Contractor, unless such use was disclosed to the Contractor prior to the Base Date or is stated in the Contract</p> <p>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.</p>
<p>Use of Procuring Entity’s Accommodation/ Facilities</p>	<p>18.6</p>	<p>The Contractor shall take full responsibility for the care of the accommodation and facilities, if any, provided by the Procuring Entity as detailed in the Specifications, 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).</p> <p>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 Procuring Entity is liable, the Contractor shall, at his own cost, rectify the loss or damage to the satisfaction of the Engineer-in-Charge.</p>
<p>19. Force Majeure</p>		
<p>Definition of Force Majeure</p>	<p>19.1</p>	<p>In this Sub-Clause, “Force Majeure” means an exceptional event or circumstance:</p> <ol style="list-style-type: none"> <li>i. which is beyond a Party’s control,</li> <li>ii. which such Party could not reasonably have provided against before entering into the Contract,</li> <li>iii. which, having arisen, such Party could not reasonably have avoided or overcome, and</li> <li>iv. which is not substantially attributable to the other Party.</li> </ol> <p>Force Majeure may include, but is not limited to, exceptional events or circumstances of the kind listed below, so long as conditions (i) to (iv) above are satisfied:</p>

		<p>(a) war, hostilities (whether war be declared or not), invasion, act of foreign enemies,</p> <p>(b) rebellion, terrorism, sabotage by persons other than the Contractor's Personnel, revolution, insurrection, military or usurped power, or civil war,</p> <p>(c) riot, commotion, disorder, strike or lockout by persons other than the Contractor's Personnel,</p> <p>(d) munitions of war, explosive Materials, ionizing 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</p> <p>(e) natural catastrophes such as earthquake, hurricane, typhoon or volcanic activity.</p>
Notice of Force Majeure	19.2	<p>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.</p> <p>The Party shall, having given notice, be excused performance of its obligations for so long as such Force Majeure prevents it from performing them.</p> <p>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.</p>
Duty to Minimize Delay	19.3	<p>Each Party shall at all times use all reasonable endeavours to minimize any delay in the performance of the Contract as a result of Force Majeure.</p> <p>A Party shall give notice to the other Party when it ceases to be affected by the Force Majeure.</p>
Consequences of Force Majeure	19.4	<p>If the Contractor is prevented from performing its 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 21.2 [Contractor's Claims ] to:</p> <p>i. an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.6 [Extension of Time for Completion], and</p> <p>ii. if the event or circumstance is of the kind described in Sub-Clause 19.1 [Definition of Force Majeure] and, in the case of sub-paragraphs (a) to (e), occurs in the Country, payment of any such Cost incurred rectifying or replacing the Works and/ or Goods damaged or destructed by Force Majeure, to the extent they are not indemnified through the insurance policy referred to in Sub-Clause 20.2 [Insurance for Works and Contractor's Equipment].</p> <p>After receiving this notice, the Engineer-in-charge shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters.</p>
Force Majeure Affecting Subcontractor	19.5	<p>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 Sub-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 Sub-Clause.</p>

<p>Optional Termination, Payment and Release</p>	<p>19.6</p>	<p>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 17.3 [Cessation of Works and Removal of Contractor’s Equipment].</p> <p>Upon such termination, the Engineer-in-charge shall determine the value of the work done and issue a Payment Certificate which shall include:</p> <ul style="list-style-type: none"> <li>the amounts payable for any acceptable work carried out for which a price is stated in the Contract;</li> <li>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 Procuring Entity when paid for by the Procuring Entity, and the Contractor shall place the same at the Procuring Entity’s disposal;</li> <li>other Costs or liabilities which in the circumstances were reasonably and necessarily incurred by the Contractor in the expectation of completing the Works;</li> <li>the Cost of removal of Temporary Works and Contractor’s Equipment from the Site.</li> </ul>
<p>Release from Performance</p>	<p>19.7</p>	<p>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 fulfill 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: 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 the sum payable by the Procuring Entity 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.</p>
<p>20. Insurance</p>		
<p>General Requirements for Insurance</p>	<p>20.1</p>	<p>In this Sub-Clause, “insuring Party” means, for each type of insurance, the Party responsible for effecting and maintaining the insurance specified in the relevant Sub-Clause.</p> <p>Wherever the Contractor is the insuring Party, each insurance shall be effected with insurers and in terms approved by the Procuring Entity. These terms shall be consistent with any terms agreed by both Parties before the date of the Letter of Acceptance. This agreement of terms shall take precedence over the provisions of this Sub-Clause.</p> <p>Wherever the Procuring Entity is the insuring Party, each insurance shall be effected with insurers and in terms acceptable to the Contractor. These terms shall be consistent with any terms agreed by both Parties before the date of the Letter of Acceptance. This agreement of terms shall take precedence over the provisions of this Sub-Clause.</p> <p>If a policy is required to indemnify joint insured, the cover shall apply separately to each insured as though a separate policy had been issued for each of the joint insured. If a policy indemnifies additional joint insured, namely in addition to the insured specified in this Sub-Clause, (i) the Contractor shall act under the policy on behalf of these additional joint insured except that the Procuring Entity shall act for Procuring Entity’s Personnel, (ii) additional joint insured shall not be entitled to</p>



		<p>receive payments directly from the insurer or to have any other direct dealings with the insurer, and (iii) the insuring Party shall require all additional joint insured to comply with the conditions stipulated in the policy.</p> <p>Each policy insuring against loss or damage shall provide for payments to be made in the currencies required to rectify the loss or damage. Payments received from insurers shall be used for the rectification of the loss or damage.</p> <p>The relevant insuring Party shall, within the respective periods stated in the Contract Data (calculated from the Commencement Date), submit to the other Party:</p> <p>evidence that the insurances described in this Sub-Clause have been effected, and copies of the policies for the insurances described in Sub-Clause 20.2 [Insurance for Works and Contractor’s Equipment] and Sub-Clause 20.3 [Insurance against Injury to Persons and Damage to Property].</p> <p>When each premium is paid, the insuring Party shall submit evidence of payment to the other Party. Whenever evidence or policies are submitted, the insuring Party shall also give notice to the Engineer-in-charge.</p> <p>Each Party shall comply with the conditions stipulated in each of the insurance policies. The insuring Party shall keep the insurers informed of any relevant changes to the execution of the Works and ensure that insurance is maintained in accordance with this Sub-Clause.</p> <p>Neither Party shall make any material alteration to the terms of any insurance without the prior approval of the other Party. If an insurer makes (or attempts to make) any alteration, the Party first notified by the insurer shall promptly give notice to the other Party.</p> <p>If the insuring Party fails to effect and keep in force any of the insurances it is required to effect and maintain under the Contract, or fails to provide satisfactory evidence and copies of policies in accordance with this Sub-Clause, the other Party may (at its option and without prejudice to any other right or remedy) effect insurance for the relevant coverage and pay the premiums due. The insuring Party shall pay the amount of these premiums to the other Party, and the Contract Price shall be adjusted accordingly.</p> <p>Nothing in this Sub-Clause limits the obligations, liabilities or responsibilities of the Contractor or the Procuring Entity, under the other terms of the Contract or otherwise. Any amounts not insured or not recovered from the insurers shall be borne by the Contractor and/ or the Procuring Entity in accordance with these obligations, liabilities or responsibilities. However, if the insuring Party fails to effect and keep in force an insurance which is available and which it is required to effect and maintain under the Contract, and the other Party neither approves the omission nor effects insurance for the coverage relevant to this default, any moneys which should have been recoverable under this insurance shall be paid by the insuring Party.</p> <p>Payments by one Party to the other Party shall be subject to Sub-Clause 2.5 [Procuring Entity’s Claims] or Sub-Clause 21.2 [Contractor’s Claims], as applicable.</p>
<p>Cargo Insurance</p>	<p>20.2</p>	<p>Covering loss or damage occurring, while in transit from the supplier’s or manufacturer’s works or stores until arrival at the Site, to the Facilities (including spare parts therefore) and to the construction equipment to be provided by the Contractor or its Subcontractors.</p>
<p>Installation All Risks Insurance</p>	<p>20.3</p>	<p>Covering physical loss or damage to the Facilities at the Site, occurring prior to completion of the Facilities, with an extended maintenance coverage for the Contractor’s liability in respect of any loss or damage occurring during the defect liability period while the Contractor is on the Site for the purpose of performing its obligations during the defect liability period.</p>

<p>Third Party Liability Insurance</p>	<p>20.4</p>	<p>Covering bodily injury or death suffered by third parties (including the Employer’s personnel) and loss of or damage to property (including the Employer’s property and any parts of the Facilities that have been accepted by the Employer) occurring in connection with the supply and installation of the Facilities.</p> <p>Insurance against Injury to Persons and Damage to Property</p> <p>The insuring Party shall insure against each Party’s liability for any loss, damage, death or bodily injury which may occur to any physical property (except things insured under Sub-Clause 20.2 [Insurance for Works and Contractor’s Equipment]) or to any person (except persons insured under Sub-Clause 20.4 [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.</p> <p>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.</p> <p>Unless otherwise stated in the Special Conditions, the insurances specified in this Sub-Clause:</p> <p>shall be effected and maintained by the Contractor as insuring Party,</p> <p>shall be in the joint names of the Parties,</p> <p>shall be extended to cover liability for all loss and damage to the Procuring Entity’s property (except things insured under Sub-Clause 20.2 [Insurance for Works and Contractor’s Equipment] arising out of the Contractor’s performance of the Contract, and</p> <p>may however exclude liability to the extent that it arises from:</p> <p>the Procuring Entity’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, damage which is an unavoidable result of the Contractor’s obligations to execute the Works and remedy any Defects, and</p> <p>a cause listed in Sub-Clause 18.3 [Procuring Entity’s Risks], except to the extent that cover is available at commercially reasonable terms.</p> <p>Insurance for Contractor’s Personnel</p> <p>The Contractor shall effect and maintain 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.</p> <p>The insurance shall cover the Procuring Entity and the Engineer-in-charge 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 Procuring Entity or of the Procuring Entity’s Personnel.</p> <p>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 effected by the Subcontractor, but the Contractor shall be responsible for compliance with this Sub-Clause.</p>
<p>Automobile Liability Insurance</p>	<p>20.5</p>	<p>Covering use of all vehicles used by the Contractor or its Subcontractors (whether owned by them or not) in connection with the supply and installation of the Facilities. Comprehensive insurance in accordance with statutory requirements.</p>
<p>Workers’ Compensation</p>		<p>In accordance with the statutory requirements applicable in any country where the Facilities or any part thereof is executed.</p>
<p>Employer’s Liability</p>		<p>In accordance with the statutory requirements applicable in any country where the Facilities or any part thereof is executed.</p>
<p>Other Insurance</p>	<p>20.5</p>	<p>The Contractor is also required to take out and maintain at its own cost the following types of insurance:</p>

<p>Insurance for Works and Contractor's Equipment</p>	<p>20.5.1</p>	<p>The insuring Party shall insure the Works, Plant, Materials and Contractor's Documents for not less than the full reinstatement Cost including the Costs of demolition, removal of debris and professional fees and profit. This insurance shall be effective from the date by which the evidence is to be submitted under Sub-Clause 20.1 [General Requirements for Insurances], until the date of issue of the Taking-Over Certificate for the Works.</p> <p>The insuring Party shall maintain this insurance to provide cover until the date of issue of the Performance Certificate, for loss or damage for which the Contractor is liable arising from a cause occurring prior to the issue of the Taking-Over Certificate, and for loss or damage caused by the Contractor in the course of any other operations including those under Clause 13 [Defect Liability].</p> <p>The insuring Party shall insure the Contractor's Equipment for not less than the full replacement value, including delivery to Site. For each item of Contractor's Equipment, the insurance shall be effective while it is being transported to the Site and until it is no longer required as Contractor's Equipment.</p> <p>Unless otherwise stated in the Special Conditions, insurances under this Sub-Clause:</p> <p>shall be effected and maintained by the Contractor as insuring Party, 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, shall be extended to cover liability for all loss and damage from any cause not listed in Sub-Clause 18.3 [Procuring Entity's Risks], shall also cover, to the extent specifically required in the Contract Data, loss or damage to a part of the Works which is attributable to the use or occupation by the Procuring Entity of another part of the Works, and loss or damage from the risks listed in Sub-Clause 18.3 [Procuring Entity's Risks], excluding (in each case) risks which are not insurable at commercially reasonable terms, and may however exclude loss of, damage to, and reinstatement of:</p> <p>a part of the Works which is in a defective condition due to a defect in its design, materials or workmanship (but cover shall include any other parts which are lost or damaged as a direct result of this defective condition and not as described in subparagraph (b) below),</p> <p>a part of the Works which is lost or damaged in order to reinstate any other part of the Works if this other part is in a defective condition due to a defect in its design, material or workmanship, and</p> <p>A part of the Works which has been taken over by the Procuring Entity, except to the extent that the Contractor is liable for the loss or damage.</p>
	<p>20.5.2</p>	<p>Any other such item mentioned in SCC of this bid document</p>
<p>21. Claims, disputes and Arbitration</p>		
<p>Recovery</p>	<p>21.1.1</p>	<p>Any amount inadvertently paid as not due to the Contractor shall be treated as acknowledged recovery/ or debt due from the Contractor. The Contractor shall immediately inform the Engineer-in-charge about such amount and offer to reimburse immediately to the Engineer-in-charge.</p>
	<p>21.1.2</p>	<p>Whenever any claim against the Contractor for the payment of a sum of money arises out of or under the Contract, the Procuring Entity shall be entitled to recover such a sum by appropriating, in part or whole of the Performance Security, or enlistment deposit of the Contractor. In the event of the Performance Security and enlistment deposit being insufficient or if no Performance Security has been taken, then the balance or the total sum recoverable, as the case may be, shall be deducted from any sum, then due or which at any time, thereafter, may become due to the</p>

		<p>Contractor, under this Contract or other Contracts with the Procuring Entity. Should these sums not be sufficient to cover the full amount recoverable, the balance remaining due shall be recovered from the Contractor as arrears of land revenue under Section 53 of the Act.</p>
<p>Contractor's Claims</p>	<p>21.2</p>	<p>If the Contractor considers himself to be entitled to any extension of the Time for Completion and/ or any additional payment, under any Sub-Clause of these Conditions or otherwise in connection with the Contract, the Contractor shall give notice to the Engineer-in-charge, describing the event or circumstance giving rise to the claim. The notice shall be given as soon as practicable, but not later than 28 Days after the Contractor became aware, or should have become aware, of the event or circumstance.</p> <p>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 not be entitled to additional payment, and the Procuring Entity shall be discharged from all liability in connection with the claim. Otherwise, the following provisions of this Sub-Clause shall apply.</p> <p>The Contractor shall also submit any other notices which are required by the Contract, and supporting particulars for the claim, all as relevant to such event or circumstance.</p> <p>The Contractor shall keep such contemporary records as may be necessary to substantiate any claim included in the claim, either on the Site or at another location acceptable to the Engineer-in-charge. Without admitting the Procuring Entity's liability, the Engineer-in-charge 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-in-charge to inspect all these records, and shall (if instructed) submit copies to the Engineer-in-charge.</p> <p>Within 42 Days after the Contractor became aware (or should have become aware) of the event or circumstance giving rise to the claim, or within such other period as may be proposed by the Contractor and approved by the Engineer-in-charge, the Contractor shall send to the Engineer-in-charge a fully detailed claim which includes full supporting particulars of the basis of the claim and of the extension of time and/or additional payment claimed. If the event or circumstance giving rise to the claim has a continuing effect:</p> <ul style="list-style-type: none"> <li>this fully detailed claim shall be considered as interim;</li> <li>the Contractor shall send further interim claims at monthly intervals, giving the accumulated delay and/ or amount claimed, and such further particulars as the Engineer-in-charge may reasonably require; and</li> <li>the Contractor shall send a final claim within 28 Days after the end of the effects resulting from the event or circumstance, or within such other period as may be proposed by the Contractor and approved by the Engineer-in-charge.</li> </ul> <p>Within 42 Days after receiving a claim or any further particulars supporting a previous claim, or within such other period as may be proposed by the Engineer-in-charge and approved by the Contractor, the Engineer-in-charge shall respond with approval, or with disapproval and detailed comments. He may also request any necessary further particulars, but shall nevertheless give his response on the principles of the claim within the above defined time period.</p> <p>Within the above defined period of 42 Days, the Engineer-in-charge shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine (i) the extension (if any) of the Time for Completion (before or after its expiry) in accordance with Sub-Clause 8.6 [Extension of Time for Completion], and/ or (ii) the additional payment (if any) to which the Contractor is entitled under the Contract.</p>

		<p>Each Payment Certificate shall include such additional payment for any claim as have been reasonably substantiated as due under the relevant provision of the Contract. Unless and until the particulars supplied are sufficient to substantiate the whole of the claim, the Contractor shall only be entitled to payment for such part of the claim as he has been able to substantiate.</p> <p>If the Engineer-in-charge does not respond within the timeframe defined in this Sub-Clause, the matter may be brought to the attention of the Procuring Entity by the Contractor within 15 days (beyond the initial period of 42 days) for timely intervention. If the Contractor is not satisfied with the decision of the Engineer-in-charge/ Procuring Entity, the Parties may refer the dispute to the Dispute Resolution Board in accordance with Sub-Clause 21.3 [Dispute Resolution].</p> <p>The requirements of this Sub-Clause are in addition to those of any other Sub-Clause which may apply to a claim. If the Contractor fails to comply with this or another Sub-Clause in relation to any claim, any extension of time and/ or additional payment shall take account of the extent (if any) to which the failure has prevented or prejudiced proper investigation of the claim, unless the claim is excluded under the second paragraph of this Sub-Clause.</p>
Dispute Resolution	21.3.1	The procedure of reference of disputes to the Dispute Resolution Board and its functioning shall be as per Appendix B.
	21.3.2	The disputes which remain unresolved by the Dispute Resolution Board may be referred by either Party to Arbitration.
22.0 Installation		
		<p>22.1 Setting Out/Supervision</p> <p>22.1.1 Benchmark</p> <p>(a) The Contractor shall be responsible for the true and proper setting-out of the Facilities in relation to bench marks, reference marks, and lines provided to it in writing by or on behalf of the Employer.</p> <p>(b) If, at any time during the progress of installation of the Facilities, any error shall appear in the position, level, or alignment of the Facilities, the Contractor shall forthwith notify the EIC of such error and, at its own expense, immediately rectify such error to the reasonable satisfaction of the EIC. If such error is based on incorrect data provided in writing by or on behalf of the Employer, the expense of rectifying the same shall be borne by the Employer.</p> <p>22.1.2 Contractor’s Supervision</p> <p>The Contractor shall give or provide all necessary superintendence during the installation of the Facilities, and the Construction Manager or its deputy shall be constantly on the Site to provide full-time superintendence of the installation. The Contractor shall provide and employ only technical personnel who are skilled and experienced in their respective callings and supervisory staff who are competent to adequately supervise the work at hand.</p> <p>22.2 Labor</p> <p>22.2.1 Engagement of Staff and Labor</p> <p>(a) Except as otherwise stated in the Specification, the Contractor shall make arrangements for the engagement of all staff and labor, local or otherwise, and for their payment, housing, feeding, and transport.</p> <p>(b) The Contractor shall provide and employ on the Site in the installation of the Facilities such skilled, semi-skilled, and unskilled labor as is necessary for the proper and timely execution of the Contract. The Contractor is encouraged to use local labor that has the necessary skills.</p> <p>(c) The Contractor shall be responsible for obtaining all necessary permit(s) and/or visa(s) from the appropriate authorities for the entry of all labor and personnel to be employed on the Site into the country where the Site is located. The Employer will, if requested by the Contractor, use his best endeavors in a timely</p>

	<p>and expeditious manner to assist the Contractor in obtaining any local, state, national, or government permission required for bringing in the Contractor's personnel.</p> <p>(d) The Contractor shall at its own expense provide the means of repatriation to all of its and its Subcontractor's personnel employed on the Contract at the Site to the place where they were recruited or to their domicile. It shall also provide suitable temporary maintenance of all such persons from the cessation of their employment on the Contract to the date programmed for their departure. In the event that the Contractor defaults in providing such means of transportation and temporary maintenance, the Employer may provide the same to such personnel and recover the cost of doing so from the Contractor.</p> <p>22.2.2 Persons in the Service of Employer The Contractor shall not recruit, or attempt to recruit, staff and labor from amongst the Employer's Personnel.</p> <p>22.2.3 Labor Laws</p> <p>(a) The Contractor shall comply with all the relevant labor Laws applicable to the Contractor's Personnel, including Laws relating to their employment, health, safety, welfare, immigration, and emigration, and shall allow them all their legal rights.</p> <p>(b) The Contractor shall at all times during the progress of the Contract use its best endeavors to prevent any unlawful, riotous, or disorderly conduct or behavior by or amongst its employees and the labor of its Subcontractors.</p> <p>(c) The Contractor shall, in all dealings with its labor and the labor of its Subcontractors currently employed on or connected with the Contract, pay due regard to all recognized festivals, official holidays, religious, or other customs and all local laws and regulations pertaining to the employment of labor.</p> <p>22.2.4 Rates of Wages and Conditions of Labor</p> <p>(a) The Contractor shall pay rates of wages, and observe conditions of labor, which are not lower than those established for the trade or industry where the work is carried out. If no established rates or conditions are applicable, the Contractor shall pay rates of wages and observe conditions which are not lower than the general level of wages and conditions observed locally by employers whose trade or industry is similar to that of the Contractor.</p> <p>(b) The Contractor shall inform the Contractor's Personnel about their liability to pay personal income taxes in the Country in respect of such of their salaries, wages, and allowances as are chargeable under the Laws for the time being in force, and the Contractor shall perform such duties in regard to such deductions thereof as may be imposed on him by such Laws.</p> <p>22.2.5 Working Hours</p> <p>(a) No work shall be carried out on the Site on locally recognized days of rest, or outside the normal working hours stated in the SCC, unless</p> <ul style="list-style-type: none"> <li>(i) otherwise stated in the Contract;</li> <li>(ii) the EIC gives consent; or</li> <li>(iii) 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 EIC.</li> </ul> <p>(b) If and when the Contractor considers it necessary to carry out work at night or on public holidays so as to meet the Time for Completion and requests the EIC's consent thereto, the EIC shall not unreasonably withhold such consent.</p> <p>(c) This Subclause shall not apply to any work which is customarily carried out by rotary or double shifts.</p> <p>22.2.6 Facilities for Staff and Labor</p> <p>(a) Except as otherwise stated in the Specification, the Contractor shall</p>
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	<p>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.</p> <p>(b) 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.</p> <p>22.2.7 Health and Safety</p> <p>(a) 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.</p> <p>(b) The Contractor shall appoint an accident prevention 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 performance of the Contract, the Contractor shall provide whatever is required by this person to exercise this responsibility and authority.</p> <p>(c) The Contractor shall send to the EIC, 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 EIC may reasonably require.</p> <p>22.2.8 Records of Contractor's Personnel</p> <p>The Contractor shall keep accurate records of the Contractor's personnel, including the number of each class of Contractor's Personnel on the Site and the names, ages, gender, hours worked, and wages paid to all workers. These records shall be summarized on a monthly basis in a form approved by the EIC and shall be available for inspection by the EIC until the Contractor has completed all work.</p> <p>22.2.9 Supply of Foodstuff</p> <p>The Contractor shall arrange for the provision of a sufficient supply of suitable food as may be stated in the Specification at reasonable prices for the Contractor's Personnel for the purposes of or in connection with the Contract.</p> <p>22.2.10 Supply of Water</p> <p>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.</p> <p>22.2.11 Measures against Insect and Pest Nuisance</p> <p>The Contractor shall at all times take the necessary precautions to protect the Contractor's Personnel employed on the Site from insect and pest nuisance, and to reduce their danger to health. The Contractor shall comply with all the regulations of the local health authorities, including use of appropriate insecticide.</p> <p>22.2.12 Alcoholic Liquor or Drugs</p> <p>The Contractor shall not, otherwise than in accordance with the Laws of the Country, import, sell, give barter, or otherwise dispose of any alcoholic liquor or drugs, or permit or allow importation, sale, gift barter, or disposal by Contractor's Personnel.</p> <p>22.2.13 Arms and Ammunition</p> <p>The Contractor shall not give, barter, or otherwise dispose of, to any person, any arms or ammunition of any kind, or allow Contractor's Personnel to do so.</p> <p>22.2.14 Prohibition of All Forms of Forced or Compulsory Labor</p> <p>The contractor shall not employ "forced or compulsory labor" in any form. "Forced</p>
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	<p>or compulsory labor" consists of all work or service, not voluntarily performed, that is extracted from an individual under threat of force or penalty.</p> <p>22.2.15 Prohibition of Harmful Child Labor The Contractor shall not employ any child to perform any work that is economically exploitative, or is likely to be hazardous to, or to interfere with, the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development.</p> <p>22.3 Contractor's Equipment</p> <p>22.3.1 All Contractor's Equipment brought by the Contractor onto the Site shall be deemed to be intended to be used exclusively for the execution of the Contract. The Contractor shall not remove the same from the Site without the EIC's consent that such Contractor's Equipment is no longer required for the execution of the Contract.</p> <p>22.3.2 Unless otherwise specified in the Contract, upon completion of the Facilities, the Contractor shall remove from the Site all Equipment brought by the Contractor onto the Site and any surplus materials remaining thereon.</p> <p>22.3.3 The Employer will, if requested, use its best endeavors to assist the Contractor in obtaining any local, state or national government permission required by the Contractor for the export of the Contractor's Equipment imported by the Contractor for use in the execution of the Contract that is no longer required for the execution of the Contract.</p> <p>22.4 Site Regulations and Safety The Employer and the Contractor shall establish Site regulations setting out the rules to be observed in the execution of the Contract at the Site and shall comply therewith. The Contractor shall prepare and submit to the Employer, with a copy to the EIC, proposed Site regulations for the Employer's approval, which approval shall not be unreasonably withheld. Such Site regulations shall include, but shall not be limited to, rules in respect of security, safety of the Facilities, gate control, sanitation, medical care, and fire prevention.</p> <p>22.5 Opportunities for Other Contractors</p> <p>22.5.1 The Contractor shall, upon written request from the Employer or the EIC, give all reasonable opportunities for carrying out the work to any other contractors employed by the Employer on or near the Site.</p> <p>22.5.2 If the Contractor, upon written request from the Employer or the EIC, makes available to other contractors any roads or ways the maintenance for which the Contractor is responsible, permits the use by such other contractors of the Contractor's Equipment, or provides any other service of whatsoever nature for such other contractors, the Employer shall fully compensate the Contractor for any loss or damage caused or occasioned by such other contractors in respect of any such use or service, and shall pay to the Contractor reasonable remuneration for the use of such equipment or the provision of such services.</p> <p>22.5.3 The Contractor shall also so arrange to perform its work as to minimize, to the extent possible, interference with the work of other contractors. The EIC shall determine the resolution of any difference or conflict that may arise between the Contractor and other contractors and the workers of the Employer in regard to their work.</p> <p>22.5.4 The Contractor shall notify the EIC promptly of any defects in the other Contractors' work that come to its notice, and that could affect the Contractor's work. The EIC shall determine the corrective measures, if any, required to rectify the situation after inspection of the Facilities. Decisions made by the EIC shall be binding on the Contractor.</p> <p>22.6 Emergency Work</p>
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<p>Completion of Facilities</p>	<p>24</p>	<p>24.1 As soon as the Facilities or any part thereof has, in the opinion of the Contractor, been completed operationally and structurally and put in a tight and clean condition as specified in the Employer's Requirements, excluding minor items not materially affecting the operation or safety of the Facilities, the Contractor shall so notify the Employer in writing.</p> <p>24.2 Within 7 days after receipt of the notice from the Contractor under GCC Subclause 24.1, the Employer shall supply the operating and maintenance personnel specified in the Appendix (Scope of Works and Supply by the Employer) to the Contract Agreement for Pre-commissioning of the Facilities or any part thereof.</p> <p>Pursuant to the Appendix (Scope of Works and Supply by the Employer) to the Contract Agreement, the Employer shall also provide, within the said 7-day period, the raw materials, utilities, lubricants, chemicals, catalysts, facilities, services, and other matters required for Pre-commissioning of the Facilities or any part thereof.</p> <p>24.3 As soon as reasonably practicable after the operating and maintenance personnel have been supplied by the Employer and the raw materials, utilities, lubricants, chemicals, catalysts, facilities, services, and other matters have been provided by the Employer in accordance with GCC Subclause 24.2, the Contractor shall commence Pre-commissioning of the Facilities or the relevant part thereof in preparation for Commissioning, subject to GCC Subclause 25.5.</p> <p>24.4 As soon as all works in respect of Pre-commissioning are completed and, in the opinion of the Contractor, the Facilities or any part thereof is ready for Commissioning, the Contractor shall so notify the EIC in writing.</p>

		<p>24.5 The EIC shall, within 14 days after receipt of the Contractor’s notice under GCC Subclause 24.4, either issue a Completion Certificate in the form specified in the Employer’s Requirements (Forms and Procedures), stating that the Facilities or that part thereof have reached Completion as of the date of the Contractor’s notice under GCC Subclause 24.4, or notify the Contractor in writing of any defects and/or deficiencies.</p> <p>If the EIC notifies the Contractor of any defects and/or deficiencies, the Contractor shall then correct such defects and/or deficiencies, and shall repeat the procedure described in GCC Subclause 24.4.</p> <p>If the EIC is satisfied that the Facilities or that part thereof have reached Completion, the EIC shall, within 7 days after receipt of the Contractor’s repeated notice, issue a Completion Certificate stating that the Facilities or that part thereof have reached Completion as of the date of the Contractor’s repeated notice.</p> <p>If the EIC is not so satisfied, then it shall notify the Contractor in writing of any defects and/or deficiencies within 7 days after receipt of the Contractor’s repeated notice, and the above procedure shall be repeated.</p> <p>24.6 If the EIC fails to issue the Completion Certificate and fails to inform the Contractor of any defects and/or deficiencies within 14 days after receipt of the Contractor’s notice under GCC Subclause 24.4 or within 7 days after receipt of the Contractor’s repeated notice under GCC Subclause 24.5, or if the Employer makes use of the Facilities or part thereof, then the Facilities or that part thereof shall be deemed to have reached Completion as of the date of the Contractor’s notice or repeated notice, or as of the Employer’s use of the Facilities, as the case may be.</p> <p>24.7 As soon as possible after Completion, the Contractor shall complete all outstanding minor items so that the Facilities are fully in accordance with the requirements of the Contract, failing which the Employer will undertake such completion and deduct the costs thereof from any monies owing to the Contractor.</p> <p>24.8 Upon Completion, the Employer shall be responsible for the care and custody of the Facilities or the relevant part thereof, together with the risk of loss or damage thereto, and shall thereafter take over the Facilities or the relevant part thereof.</p>
<p>Commissioning and Operational Acceptance</p>	<p>25</p>	<p>25.1 Commissioning</p> <p>25.1.1 Commissioning of the Facilities or any part thereof shall be commenced by the Contractor immediately after issue of the Completion Certificate by the EIC, pursuant to GCC Subclause 24.5, or immediately after the date of the deemed Completion, under GCC Subclause 24.6.</p> <p>25.1.2 The Employer shall supply the operating and maintenance personnel and all raw materials, utilities, lubricants, chemicals, catalysts, facilities, services, and other matters required for Commissioning.</p> <p>25.1.3 In accordance with the requirements of the Contract, the Contractor’s and EIC’s advisory personnel shall attend the Commissioning, including the Guarantee Test, and shall advise and assist the Employer.</p> <p>25.2 Guarantee Test</p> <p>25.2.1 Subject to GCC Subclause 25.5, the Guarantee Test and repeats thereof shall be conducted by the Contractor during Commissioning of the Facilities or the relevant part thereof to ascertain whether the Facilities or the relevant part can attain the Functional Guarantees specified in the Appendix (Functional Guarantees) to the Contract Agreement. The Employer shall promptly provide the Contractor with such information as the Contractor may reasonably require in relation to the conduct and results of the Guarantee Test and any repeats thereof.</p> <p>25.2.2 If for reasons not attributable to the Contractor, the Guarantee Test of the Facilities or the relevant part thereof cannot be successfully completed within the period from the date of Completion specified in the SCC or any other period agreed</p>

	<p>upon by the Employer and the Contractor, the Contractor shall be deemed to have fulfilled its obligations with respect to the Functional Guarantees, and GCC Subclauses 28.2 and 28.3 shall not apply.</p> <p>25.3 Operational Acceptance</p> <p>25.3.1 Subject to GCC Subclause 25.4 below, Operational Acceptance shall occur in respect of the Facilities or any part thereof when</p> <p>(a) the Guarantee Test has been successfully completed and the Functional Guarantees are met; or</p> <p>(b) the Guarantee Test has not been successfully completed or has not been carried out for reasons not attributable to the Contractor within the period from the date of Completion specified in the SCC, or any other agreed upon period as specified in GCC Subclause 25.2.2 above; or</p> <p>(c) the Contractor has paid the liquidated damages specified in GCC Subclause 8.9 hereof; and</p> <p>(d) any minor items mentioned in GCC Subclause 24.7 hereof relevant to the Facilities or that part thereof have been completed.</p> <p>25.3.2 At any time after any of the events set out in GCC Subclause 25.3.1 have occurred, the Contractor may give a notice to the EIC requesting the issue of an Operational Acceptance Certificate in the form provided in the Employer’s Requirements (Forms and Procedures) in respect of the Facilities or the part thereof specified in such notice as of the date of such notice.</p> <p>25.3.3 The EIC shall, after consultation with the Employer, and within 7 days after receipt of the Contractor’s notice, issue an Operational Acceptance Certificate.</p> <p>25.3.4 If within 7 days after receipt of the Contractor’s notice, the EIC fails to issue the Operational Acceptance Certificate or fails to inform the Contractor in writing of the justifiable reasons why the EIC has not issued the Operational Acceptance Certificate, the Facilities or the relevant part thereof shall be deemed to have been accepted as of the date of the Contractor’s said notice.</p> <p>25.4 Partial Acceptance</p> <p>25.4.1 If the Contract specifies that Completion and Commissioning shall be carried out in respect of parts of the Facilities, the provisions relating to Completion and Commissioning including the Guarantee Test shall apply to each such part of the Facilities individually, and the Operational Acceptance Certificate shall be issued accordingly for each such part of the Facilities.</p> <p>25.4.2 If a part of the Facilities comprises facilities such as buildings, for which no Commissioning or Guarantee Test is required, then the EIC shall issue the Operational Acceptance Certificate for such facility when it attains Completion, provided that the Contractor shall thereafter complete any outstanding minor items that are listed in the Operational Acceptance Certificate.</p> <p>25.5 Delayed Pre-Commissioning and/or Guarantee Test</p> <p>25.5.1 In the event that the Contractor is unable to proceed with the Pre-commissioning of the Facilities pursuant to Subclause 24.3, or with the Guarantee Test pursuant to Subclause 25.2, for reasons attributable to the Employer either on account of non-availability of other facilities under the responsibilities of other contractor(s), or for reasons beyond the Employer’s control, the provisions leading to “deemed” completion of activities such as Completion, pursuant to GCC Subclause 24.6, and Operational Acceptance, pursuant to GCC Subclause 25.3.4, and Contractor’s obligations regarding Defect Liability Period, pursuant to GCC Subclause 27.2, Functional Guarantee, pursuant to GCC Clause 28, and Care of Facilities, pursuant to GCC Clause 32, and GCC Clause 41.1, Suspension, shall not apply. In this case, the following provisions shall apply.</p> <p>25.5.2 When the Contractor is notified by the EIC that he will be unable to proceed with the activities and obligations pursuant to above Subclause 25.5.1, the</p>
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		<p>Contractor shall be entitled to the following:</p> <p>(a) the Time of Completion shall be extended for the period of suspension without imposition of liquidated damages pursuant to GCC Subclause 8.9;</p> <p>(b) payments due to the Contractor in accordance with the provision specified in the Appendix (Terms and Procedures of Payment) to the Contract Agreement, which would not have been payable in normal circumstances due to noncompletion of the subject activities, shall be released to the Contractor against submission of a security in the form of a bank guarantee of equivalent amount acceptable to the Employer, and which shall become null and void when the Contractor will have complied with its obligations regarding those payments, subject to the provision of Subclause 25.5.3 below;</p> <p>(c) the expenses towards the above security and extension of other securities under the contract, of which validity needs to be extended, shall be reimbursed to the Contractor by the Employer;</p> <p>(d) the additional charges towards the care of the Facilities pursuant to GCC Subclause 32.1 shall be reimbursed to the Contractor by the Employer for the period between the notification mentioned above and the notification mentioned in Subclause 25.5.4 below. The provision of GCC Subclause 33.2 shall apply to the Facilities during the same period.</p> <p>25.5.3 In the event that the period of suspension under above Subclause 25.5.1 actually exceeds 180 days, the Employer and Contractor shall mutually agree to any additional compensation payable to the Contractor.</p> <p>25.5.4 When the Contractor is notified by the EIC that the plant is ready for Pre-commissioning, the Contractor shall proceed without delay in performing all the specified activities and obligations under the contract.</p>
<p>Completion Time Guarantee</p>	<p>26</p>	<p>26.1 The Contractor guarantees that it shall attain Completion of the Facilities (or a part for which a separate time for completion is specified) within the Time for Completion specified in the SCC pursuant to GCC Subclause 8.4, or within such extended time to which the Contractor shall be entitled under GCC Clause 40 hereof.</p> <p>26.2 If the Contractor fails to attain Completion of the Facilities or any part thereof within the Time for Completion or any extension thereof under GCC Clause 39, the Contractor shall pay to the Employer liquidated damages in the amount specified in the SCC as a percentage rate of the Contract Price or the relevant part thereof. The aggregate amount of such liquidated damages shall in no event exceed the amount specified as “Maximum” in the SCC as a percentage rate of the Contract Price. Once the “Maximum” is reached, the Employer may consider termination of the Contract, pursuant to GCC Subclause 17. Such payment shall completely satisfy the Contractor’s obligation to attain Completion of the Facilities or the relevant part thereof within the Time for Completion or any extension thereof under GCC Clause 39. The Contractor shall have no further liability whatsoever to the Employer in respect thereof. However, the payment of liquidated damages shall not in any way relieve the Contractor from any of its obligations to complete the Facilities or from any other obligations and liabilities of the Contractor under the Contract. Save for liquidated damages payable under this GCC Subclause 8.9, the failure by the Contractor to attain any milestone or other act, matter or thing by any date specified in the Appendix (Time Schedule) to the Contract Agreement and/or other program of work prepared pursuant to GCC Subclause 8.5 shall not render the Contractor liable for any loss or damage thereby suffered by the Employer.</p> <p>26.3 If the Contractor attains Completion of the Facilities or any part thereof before the Time for Completion or any extension thereof under GCC Clause 40, the Employer shall pay to the Contractor a bonus in the amount specified in the SCC.</p>

		<p>The aggregate amount of such bonus shall in no event exceed the amount specified as “Maximum” in the SCC.</p>
<p>Functional Guarantees</p>	<p>27</p>	<p>27.1 The Contractor guarantees that during the Guarantee Test, the Facilities and all parts thereof shall attain the Functional Guarantees specified in the Appendix (Functional Guarantees) to the Contract Agreement, subject to, and upon the conditions therein specified.</p> <p>27.2 If, for reasons attributable to the Contractor, the minimum level of the Functional Guarantees specified in the Appendix (Functional Guarantees) to the Contract Agreement are not met either in whole or in part, the Contractor shall at its cost and expense make such changes, modifications, and/or additions to the Plant or any part thereof as may be necessary to meet at least the minimum level of such Guarantees. The Contractor shall notify the Employer upon completion of the necessary changes, modifications, and/or additions, and shall request the Employer to repeat the Guarantee Test until the minimum level of the Guarantees has been met. If the Contractor eventually fails to meet the minimum level of Functional Guarantees, the Employer may consider termination of the Contract, pursuant to GCC Subclause 17</p> <p>27.3 If, for reasons attributable to the Contractor, the Functional Guarantees specified in the Appendix (Functional Guarantees) to the Contract Agreement are not attained either in whole or in part, but the minimum level of the Functional Guarantees specified in the said Appendix to the Contract Agreement is met, the Contractor shall, at the Contractor’s option, either</p> <p>(a) make such changes, modifications, and/or additions to the Facilities or any part thereof that are necessary to attain the Functional Guarantees at its cost and expense, and shall request the Employer to repeat the Guarantee Test or</p> <p>(b) pay liquidated damages to the Employer in respect of the failure to meet the Functional Guarantees in accordance with the provisions in the Appendix (Functional Guarantees) to the Contract Agreement.</p> <p>27.4 The payment of liquidated damages under GCC Subclause 27.3, up to the limitation of liability specified in the Appendix (Functional Guarantees) to the Contract Agreement, shall completely satisfy the Contractor’s guarantees under GCC Subclause 28.3, and the Contractor shall have no further liability whatsoever to the Employer in respect thereof. Upon the payment of such liquidated damages by the Contractor, the Project Manager shall issue the Operational Acceptance Certificate for the Facilities or any part thereof in respect of which the liquidated damages have been so paid.</p>

<p>Patent Indemnity</p>	<p>28.</p>	<p>28.1 The Contractor shall, subject to the Employer’s compliance with GCC Subclause 28.2, indemnify and hold harmless the Employer and its employees and officers from and against any and all suits, actions, or administrative proceedings, claims, demands, losses, damages, costs, and expenses of whatsoever nature, including attorney’s fees and expenses, which the Employer may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of (a) the installation of the Facilities by the Contractor or the use of the Facilities in the country where the Site is located, and (b) the sale of the products produced by the Facilities in any country. Such indemnity shall not cover any use of the Facilities or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, any infringement resulting from the use of the Facilities or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Contractor, pursuant to the Contract Agreement.</p> <p>28.2 If any proceedings are brought or any claim is made against the Employer arising out of the matters referred to in GCC Subclause 28.1, the Employer shall promptly give the Contractor a notice thereof, and the Contractor may at its own expense and in the Employer’s name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim. If the Contractor fails to notify the Employer within 28 days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Employer shall be free to conduct the same on its own behalf. Unless the Contractor has so failed to notify the Employer within the 28-day period, the Employer shall make no admission that may be prejudicial to the defense of any such proceedings or claim. The Employer shall, at the Contractor’s request, afford all available assistance to the Contractor in conducting such proceedings or claim, and shall be reimbursed by the Contractor for all reasonable expenses incurred in so doing.</p> <p>28.3 The Employer shall indemnify and hold harmless the Contractor and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of whatsoever nature, including attorney’s fees and expenses, which the Contractor may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Employer.</p>
<p>Limitation of Liability</p>	<p>29.</p>	<p>29.1 Except in cases of criminal negligence or willful misconduct,</p> <p>(a) the Contractor shall not be liable to the Employer, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Contractor to pay liquidated damages to the Employer, and</p> <p>(b) the aggregate liability of the Contractor to the Employer, whether under the Contract, in tort or otherwise, shall not exceed a multiple of the Contract Price specified in the SCC or, if a multiple is not so specified, the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Contractor to indemnify the Employer with respect to patent infringement.</p>

		<p>c) Neither Party shall be liable to the other Party for loss of use of any Works, loss of profit, loss of any Contract or for any indirect or consequential loss or damage which may be suffered by the other Party in connection with the Contract, other than as specifically provided in Sub-Clause 8.9 [Compensation/ Damages for Delay]; Sub-Clause 13.3 [Cost of Remedying Defects]; Sub-Clause 16.4 [Payment after Termination]; Sub-Clause 17.4 [Payment on Termination]; Sub-Clause 18.1 [Indemnities]; Sub-Clause 18.2 [Contractor’s Care of the Works], Sub-Clause 18.4 [Consequences of Procuring Entity’s Risks] and Sub-Clause 18.5. [Intellectual and Industrial Property Rights].</p> <p>d) The total liability of the Contractor to the Procuring Entity, under or in connection with the Contract shall not exceed twice the Accepted Contract Amount. This amount does not include charges, if any, for consumption of Electricity, Water and Gas provided by the Procuring Entity under Sub-Clause 4.18 [Electricity, Water and Gas], and use of Procuring Entity’s Equipment and Materials under Sub-Clause 4.19 [Procuring Entity’s Equipment and Issue of Materials].</p> <p>e) This Sub-Clause shall not limit liability of the Contractor in any case of fraud, deliberate default or reckless misconduct by the Contractor or Sub-Contractors or their personnel or offences under any other Law for the time being in force.</p>
<p>Transfer of Ownership</p>	<p>30.</p>	<p>30.1 Ownership of the Plant (including spare parts) to be imported into the country where the Site is located shall be transferred to the Employer upon loading on to the mode of transport to be used to convey the Plant from the country of origin to that country.</p> <p>30.2 Ownership of the Plant (including spare parts) procured in the country where the Site is located shall be transferred to the Employer when the Plant are brought on to the Site.</p> <p>30.3 Ownership of the Contractor’s Equipment used by the Contractor and its Subcontractors in connection with the Contract shall remain with the Contractor or its Subcontractors.</p> <p>30.4 Ownership of any Plant in excess of the requirements for the Facilities shall revert to the Contractor upon Completion of the Facilities or at such earlier time when the Employer and the Contractor agree that the Plant in question are no longer required for the Facilities.</p> <p>30.5 Notwithstanding the transfer of ownership of the Plant, the responsibility for care and custody thereof together with the risk of loss or damage thereto shall remain with the Contractor pursuant to GCC Clause 31 (Care of Facilities) hereof until Completion of the Facilities or the part thereof in which such Plant are incorporated.</p>
<p>Care of Facilities</p>	<p>31</p>	<p>31.1 The Contractor shall be responsible for the care and custody of the Facilities or any part thereof until the date of Completion of the Facilities pursuant to GCC Clause 24 or, where the Contract provides for Completion of the Facilities in parts, until the date of Completion of the relevant part, and shall make good at its own cost any loss or damage that may occur to the Facilities or the relevant part thereof from any cause whatsoever during such period. The Contractor shall also be responsible for any loss or damage to the Facilities caused by the Contractor or its Subcontractors in the course of any work carried out, pursuant to GCC Clause 27. Notwithstanding the foregoing, the Contractor shall not be liable for any loss or damage to the Facilities or that part thereof caused by reason of any of the matters specified or referred to in paragraphs (a), (b) and (c) of GCC Subclauses 31.2 and 37.1.</p> <p>31.2 If any loss or damage occurs to the Facilities or any part thereof or to the Contractor’s temporary facilities by reason of</p> <p>(a) insofar as they relate to the country where the Site is located, nuclear</p>

		<p>reaction, nuclear radiation, radioactive contamination, pressure wave caused by aircraft or other aerial objects, or any other occurrences that an experienced contractor could not reasonably foresee, or if reasonably foreseeable could not reasonably make provision for or insure against, insofar as such risks are not normally insurable on the insurance market and are mentioned in the general exclusions of the policy of insurance, including War Risks and Political Risks, taken out under GCC Clause 33 hereof; or</p> <p>(b) any use or occupation by the Employer or any third party other than a Subcontractor, authorized by the Employer of any part of the Facilities; or</p> <p>(c) any use of or reliance upon any design, data, or specification provided or designated by or on behalf of the Employer, or any such matter for which the Contractor has disclaimed responsibility herein, the Employer shall pay to the Contractor all sums payable in respect of the Facilities executed, notwithstanding that the same be lost, destroyed, or damaged, and will pay to the Contractor the replacement value of all temporary facilities and all parts thereof lost, destroyed, or damaged. If the Employer requests the Contractor in writing to make good any loss or damage to the Facilities thereby occasioned, the Contractor shall make good the same at the cost of the Employer in accordance with GCC Clause 38. If the Employer does not request the Contractor in writing to make good any loss or damage to the Facilities thereby occasioned, the Employer shall either request a change in accordance with GCC Clause 39, excluding the performance of that part of the Facilities thereby lost, destroyed or damaged, or, where the loss or damage affects a substantial part of the Facilities, the Employer shall terminate the Contract pursuant to GCC Subclause 16 hereof.</p> <p>31.3 The Contractor shall be liable for any loss of or damage to any Contractor’s Equipment, or any other property of the Contractor used or intended to be used for purposes of the Facilities, except (i) as mentioned in GCC Subclause 31.2 with respect to the Contractor’s temporary facilities, and (ii) where such loss or damage arises by reason of any of the matters specified in GCC Subclauses 31.2 (b) and (c) and 38.1.</p> <p>31.4 With respect to any loss or damage caused to the Facilities or any part thereof or to the Contractor’s Equipment by reason of any of the matters specified in GCC Subclause 37.1, the provisions of GCC Subclause 37.3 shall apply.</p>
<p>Loss of or Damage to Property; Accident or Injury to Workers; Indemnification</p>	<p>32</p>	<p>32.1 Subject to GCC Subclause 32.3, the Contractor shall indemnify and hold harmless the Employer and its employees and officers from and against any and all suits, actions, or administrative proceedings, claims, demands, losses, damages, costs, and expenses of whatsoever nature, including attorney’s fees and expenses, in respect of the death or injury of any person or loss of or damage to any property other than the Facilities whether accepted or not, arising in connection with the supply and installation of the Facilities and by reason of the negligence of the Contractor or its Subcontractors, or their employees, officers, or agents, except any injury, death, or property damage caused by the negligence of the Employer, its contractors, employees, officers, or agents.</p> <p>32.2 If any proceedings are brought or any claim is made against the Employer that might subject the Contractor to liability under GCC Subclause 32.1, the Employer shall promptly give the Contractor a notice thereof and the Contractor may at its own expense and in the Employer’s name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim. If the Contractor fails to notify the Employer within 28 days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Employer shall be free to conduct the same on its own behalf. Unless the Contractor has so failed to notify the Employer within the 28-day period, the Employer shall make no admission that may be prejudicial to the defense of any such proceedings or claim.</p>



		<p>The Employer shall, at the Contractor’s request, afford all available assistance to the Contractor in conducting such proceedings or claim, and shall be reimbursed by the Contractor for all reasonable expenses incurred in so doing.</p> <p>32.3 The Employer shall indemnify and hold harmless the Contractor and its employees, officers, and Subcontractors from any liability for loss of or damage to property of the Employer, other than the Facilities not yet taken over, that is caused by fire, explosion, or any other perils, in excess of the amount recoverable from insurances procured under GCC Clause 33, provided that such fire, explosion, or other perils were not caused by any act or failure of the Contractor.</p> <p>32.4 The party entitled to the benefit of an indemnity under this GCC Clause 32 shall take all reasonable measures to mitigate any loss or damage which has occurred. If the party fails to take such measures, the other party’s liabilities shall be correspondingly reduced.</p>
<p>Insurance</p>	<p>33</p>	<p>33.1 To the extent specified in the Appendix (Insurance Requirements) to the Contract Agreement, the Contractor shall at its expense take out and maintain in effect, or cause to be taken out and maintained in effect, during the performance of the Contract, the insurances set forth below in the sums and with the deductibles and other conditions specified in the said Appendix. The identity of the insurers and the form of the policies shall be subject to the approval of the Employer, who should not unreasonably withhold such approval.</p> <p>(a) Cargo Insurance During Transport Covering loss or damage occurring while in transit from the Contractor’s or Subcontractor’s works or stores until arrival at the Site, to the Plant (including spare parts therefor) and to the Contractor’s Equipment.</p> <p>(b) Installation All Risks Insurance Covering physical loss or damage to the Facilities at the Site, occurring prior to Completion of the Facilities, with an extended maintenance coverage for the Contractor’s liability in respect of any loss or damage occurring during the Defect Liability Period while the Contractor is on the Site for the purpose of performing its obligations during the Defect Liability Period.</p> <p>(c) Third Party Liability Insurance Covering bodily injury or death suffered by third parties including the Employer’s personnel, and loss of or damage to property occurring in connection with the supply and installation of the Facilities.</p> <p>(d) Automobile Liability Insurance Covering use of all vehicles used by the Contractor or its Subcontractors, whether or not owned by them, in connection with the execution of the Contract.</p> <p>(e) Workers’ Compensation In accordance with the statutory requirements applicable in any country where the Contract or any part thereof is executed.</p> <p>(f) Employer’s Liability In accordance with the statutory requirements applicable in any country where the Contract or any part thereof is executed.</p> <p>(g) Other Insurances Such other insurances as may be specifically agreed upon by the parties hereto as listed in the Appendix (Insurance Requirements) to the Contract Agreement.</p> <p>33.2 The Employer shall be named as co-insured under all insurance policies taken out by the Contractor pursuant to GCC Subclause 33.1, except for the Third Party Liability, Workers’ Compensation, and Employer’s Liability Insurances, and the Contractor’s Subcontractors shall be named as co-insureds under all insurance policies taken out by the Contractor pursuant to GCC Subclause 33.1 except for the Cargo Insurance During Transport, Workers’ Compensation, and Employer’s Liability Insurances. All insurer’s rights of subrogation against such co-insureds for</p>

		<p>losses or claims arising out of the performance of the Contract shall be waived under such policies.</p> <p>33.3 The Contractor shall, in accordance with the provisions of the Appendix (Insurance Requirements) to the Contract Agreement, deliver to the Employer certificates of insurance or copies of the insurance policies as evidence that the required policies are in full force and effect. The certificates shall provide that no less than 21 days' notice shall be given to the Employer by insurers prior to cancellation or material modification of a policy.</p> <p>33.4 The Contractor shall ensure that, where applicable, its Subcontractor(s) shall take out and maintain in effect adequate insurance policies for their personnel and vehicles and for work executed by them under the Contract, unless such Subcontractors are covered by the policies taken out by the Contractor.</p> <p>33.5 The Employer shall at its expense take out and maintain in effect during the performance of the Contract those insurances specified in the Appendix (Insurance Requirements) to the Contract Agreement, in the sums and with the deductibles and other conditions specified in the said Appendix. The Contractor and the Contractor's Subcontractors shall be named as co-insureds under all such policies. All insurers' rights of subrogation against such co-insureds for losses or claims arising out of the performance of the Contract shall be waived under such policies. The Employer shall deliver to the Contractor satisfactory evidence that the required insurances are in full force and effect. The policies shall provide that not less than 21 days' notice shall be given to the Contractor by all insurers prior to any cancellation or material modification of the policies. If so requested by the Contractor, the Employer shall provide copies of the policies taken out by the Employer under this GCC Subclause 33.5.</p> <p>33.6 If the Contractor fails to take out and/or maintain in effect the insurances referred to in GCC Subclause 33.1, the Employer may take out and maintain in effect any such insurances and may from time to time deduct from any amount due the Contractor under the Contract any premium that the Employer shall have paid to the insurer, or may otherwise recover such amount as a debt due from the Contractor. If the Employer fails to take out and/or maintain in effect the insurances referred to in GCC 33.5, the Contractor may take out and maintain in effect any such insurances and may from time to time deduct from any amount due the Employer under the Contract any premium that the Contractor shall have paid to the insurer, or may otherwise recover such amount as a debt due from the Employer. If the Contractor fails to or is unable to take out and maintain in effect any such insurances, the Contractor shall nevertheless have no liability or responsibility towards the Employer, and the Contractor shall have full recourse against the Employer for any and all liabilities of the Employer herein.</p> <p>33.7 Unless otherwise provided in the Contract, the Contractor shall prepare and conduct all and any claims made under the policies effected by it pursuant to this GCC Clause 33, and all monies payable by any insurers shall be paid to the Contractor. The Employer shall give to the Contractor all such reasonable assistance as may be required by the Contractor. With respect to insurance claims in which the Employer's interest is involved, the Contractor shall not give any release or make any compromise with the insurer without the prior written consent of the Employer. With respect to insurance claims in which the Contractor's interest is involved, the Employer shall not give any release or make any compromise with the insurer without the prior written consent of the Contractor.</p>
<p>Unforeseen Conditions</p>	<p>34.</p>	<p>34.1 If, during the execution of the Contract, the Contractor shall encounter on the Site any physical conditions other than climatic conditions, or artificial obstructions that could not have been reasonably foreseen prior to the date of the Contract Agreement by an experienced contractor on the basis of reasonable</p>

		<p>examination of the data relating to the Facilities including any data as to boring tests, provided by the Employer, and on the basis of information that it could have obtained from a visual inspection of the Site if access thereto was available, or other data readily available to it relating to the Facilities, and if the Contractor determines that it will in consequence of such conditions or obstructions incur additional cost and expense or require additional time to perform its obligations under the Contract that would not have been required if such physical conditions or artificial obstructions had not been encountered, the Contractor shall promptly, and before performing additional work or using additional Plant or Contractor’s Equipment, notify the Project Manager in writing of</p> <ul style="list-style-type: none"> <li>(a) the physical conditions or artificial obstructions on the Site that could not have been reasonably foreseen;</li> <li>(b) the additional work and/or Plant and/or Contractor’s Equipment required, including the steps which the Contractor will or proposes to take to overcome such conditions or obstructions;</li> <li>(c) the extent of the anticipated delay; and</li> <li>(d) the additional cost and expense that the Contractor is likely to incur.</li> </ul> <p>On receiving any notice from the Contractor under this GCC Subclause 34.1, the Project Manager shall promptly consult with the Employer and Contractor and decide upon the actions to be taken to overcome the physical conditions or artificial obstructions encountered. Following such consultations, the Project Manager shall instruct the Contractor, with a copy to the Employer, of the actions to be taken.</p> <p>34.2 Any reasonable additional cost and expense incurred by the Contractor in following the instructions from the Project Manager to overcome such physical conditions or artificial obstructions referred to in GCC Subclause 34.1 shall be paid by the Employer to the Contractor as an addition to the Contract Price.</p> <p>34.3 If the Contractor is delayed or impeded in the performance of the Contract because of any such physical conditions or artificial obstructions referred to in GCC Subclause 34.1, the Time for Completion shall be extended in accordance with GCC Clause 39.</p>
<p>Change in Laws and Regulations</p>	<p>35.</p>	<p>35.1 If, after the date 28 days prior to the date of Bid submission, in the country where the Site is located, any law, regulation, ordinance, order or by-law having the force of law is enacted, promulgated, abrogated, or changed, which shall be deemed to include any change in interpretation or application by the competent authorities, that subsequently affects the costs and expenses of the Contractor and/or the Time for Completion, the Contract Price shall be correspondingly increased or decreased, and/or the Time for Completion shall be reasonably adjusted to the extent that the Contractor has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced costs shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with the SCC, pursuant to GCC Subclause 10</p>
<p>Force Majeure</p>	<p>36.</p>	<p>36.1 “Force Majeure” shall mean any event beyond the reasonable control of the Employer or of the Contractor, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected, and shall include, without limitation, the following:</p> <ul style="list-style-type: none"> <li>(a) war, hostilities, or warlike operations whether a state of war be declared or not, invasion, act of foreign enemy and civil war;</li> <li>(b) rebellion, revolution, insurrection, mutiny, usurpation of civil or military government, conspiracy, riot, civil commotion, and terrorist acts;</li> <li>(c) confiscation, nationalization, mobilization, commandeering or requisition by or under the order of any government or de jure or de facto authority or ruler or any other act or failure to act of any local state or national government authority;</li> </ul>

		<p>(d) strike, sabotage, lockout, embargo, import restriction, port congestion, lack of usual means of public transportation and communication, industrial dispute, shipwreck, shortage or restriction of power supply, epidemics, quarantine, and plague;</p> <p>(e) earthquake, landslide, volcanic activity, fire, flood or inundation, tidal wave, typhoon or cyclone, hurricane, storm, lightning, or other inclement weather condition, nuclear, and pressure waves or other natural or physical disaster; and</p> <p>(f) shortage of labor, materials, or utilities where caused by circumstances that are themselves Force Majeure.</p> <p>36.2 If either party is prevented, hindered, or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances thereof within 14 days after the occurrence of such event.</p> <p>36.3 The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered, or delayed. The Time for Completion shall be extended in accordance with GCC Clause 39.</p> <p>36.4 The party or parties affected by the event of Force Majeure shall use reasonable efforts to mitigate the effect thereof upon its or their performance of the Contract and to fulfill its or their obligations under the Contract, but without prejudice to either party's right to terminate the Contract under GCC Subclauses 36.6 and 37.5.</p> <p>36.5 No delay or nonperformance by either party hereto caused by the occurrence of any event of Force Majeure shall</p> <p>(a) constitute a default or breach of the Contract; or</p> <p>(b) give rise to any claim for damages or additional cost or expense occasioned thereby, subject to GCC Subclauses 31.2, 37.3 and 37.4</p> <p>if and to the extent that such delay or nonperformance is caused by the occurrence of an event of Force Majeure.</p> <p>36.6 If the performance of the Contract is substantially prevented, hindered, or delayed for a single period of more than 60 days or an aggregate period of more than 120 days on account of one or more events of Force Majeure during the currency of the Contract, the parties will attempt to develop a mutually satisfactory solution, failing which either party may terminate the Contract by giving a notice to the other, but without prejudice to either party's right to terminate the Contract under GCC Subclause 37.5.</p> <p>36.7 In the event of termination pursuant to GCC Subclause 36.6, the rights and obligations of the Employer and the Contractor shall be as specified in GCC Subclauses 16</p> <p>36.8 Notwithstanding GCC Subclause 36.5, Force Majeure shall not apply to any obligation of the Employer to make payments to the Contractor herein.</p>
<p>War Risks</p>	<p>37</p>	<p>37.1 "War Risks" shall mean any event specified in paragraphs (a) and (b) of GCC Subclause 36.1 and any explosion or impact of any mine, bomb, shell, grenade, or other projectile, missile, munitions or explosive of war, occurring or existing in or near the country (or countries) where the Site is located.</p> <p>37.2 Notwithstanding anything contained in the Contract, the Contractor shall have no liability whatsoever for or with respect to</p> <p>(a) destruction of or damage to Facilities, Plant, or any part thereof;</p> <p>(b) destruction of or damage to property of the Employer or any third party; or</p> <p>(c) injury or loss of life</p> <p>if such destruction, damage, injury or loss of life is caused by any war risks, and the Employer shall indemnify and hold the Contractor harmless from and against any</p>

		<p>and all claims, liabilities, actions, lawsuits, damages, costs, charges, or expenses arising in consequence of or in connection with the same.</p> <p>37.3 If the Facilities or any Plant or Contractor’s Equipment or any other property of the Contractor used or intended to be used for the purposes of the Facilities shall sustain destruction or damage by reason of any war risks, the Employer shall pay the Contractor for</p> <p>(a) any part of the Facilities or the Plant so destroyed or damaged to the extent not already paid for by the Employer and so far as may be required by the Employer, and as may be necessary for completion of the Facilities;</p> <p>(b) replacing or making good any Contractor’s Equipment or other property of the Contractor so destroyed or damaged; and</p> <p>(c) replacing or making good any such destruction or damage to the Facilities or the Plant or any part thereof.</p> <p>If the Employer does not require the Contractor to replace or make good any such destruction or damage to the Facilities, the Employer shall either request a change in accordance with GCC Clause 38 excluding the performance of that part of the Facilities thereby destroyed or damaged or, where the loss, destruction, or damage affects a substantial part of the Facilities, shall terminate the Contract, pursuant to GCC Subclause 16.</p> <p>If the Employer requires the Contractor to replace or make good on any such destruction or damage to the Facilities, the Time for Completion shall be extended in accordance with GCC 39</p> <p>37.4 Notwithstanding anything contained in the Contract, the Employer shall pay the Contractor for any increased costs or incidentals to the execution of the Contract that are in any way attributable to, consequent on, resulting from, or in any way connected with any war risks, provided that the Contractor shall as soon as practicable notify the Employer in writing of any such increased cost.</p> <p>37.5 If during the performance of the Contract any war risks shall occur that financially or otherwise materially affect the execution of the Contract by the Contractor, the Contractor shall use its reasonable efforts to execute the Contract with due and proper consideration given to the safety of its and its Subcontractors’ personnel engaged in the work on the Facilities, provided, however, that if the execution of the work on the Facilities becomes impossible or is substantially prevented for a single period of more than sixty (60) days or an aggregate period of more than one hundred and twenty (120) days on account of any war risks, the parties will attempt to develop a mutually satisfactory solution, failing which either party may terminate the Contract by giving a notice to the other.</p> <p>37.6 In the event of termination pursuant to GCC Subclauses 37.3 or 37.5, the rights and obligations of the Employer and the Contractor shall be specified in GCC Subclauses 16</p>
<p>Change in the Facilities</p>	<p>38.</p>	<p>38.1 Introducing a Change</p> <p>38.1.1 Subject to GCC Subclauses 38.2.5 and 38.2.7, the Employer shall have the right to propose, and subsequently require, that the Project Manager order the Contractor from time to time during the performance of the Contract to make any change, modification, addition, or deletion to, in or from the Facilities hereinafter called “Change,” provided that such Change falls within the general scope of the Facilities and does not constitute unrelated work and that it is technically practicable, taking into account both the state of advancement of the Facilities and the technical compatibility of the Change envisaged with the nature of the Facilities as specified in the Contract.</p> <p>38.1.2 The Contractor may from time to time during its performance of the Contract propose to the Employer with a copy to the Project Manager, any Change that the Contractor considers necessary or desirable to improve the quality,</p>

	<p>efficiency, or safety of the Facilities. The Employer may at its discretion approve or reject any Change proposed by the Contractor, provided that the Employer shall approve any Change proposed by the Contractor to ensure the safety of the Facilities.</p> <p>38.1.3 Notwithstanding GCC Subclauses 38.1.1 and 38.1.2, no change made necessary because of any default of the Contractor in the performance of its obligations under the Contract shall be deemed to be a Change, and such change shall not result in any adjustment of the Contract Price or the Time for Completion.</p> <p>38.1.4 The procedure on how to proceed with and execute Changes is specified in GCC Subclauses 38.2 and 38.3, and further details and forms are provided in the Employer’s Requirements (Forms and Procedures).</p> <p>38.2 Changes Originating from Employer</p> <p>38.2.1 If the Employer proposes a Change pursuant to GCC Subclause 38.1.1, it shall send to the Contractor a “Request for Change Proposal,” requiring the Contractor to prepare and furnish to the Project Manager as soon as reasonably practicable a “Change Proposal,” which shall include the following:</p> <ul style="list-style-type: none"> <li>(a) brief description of the Change,</li> <li>(b) effect on the Time for Completion,</li> <li>(c) estimated cost of the Change,</li> <li>(d) effect on Functional Guarantees (if any),</li> <li>(e) effect on the Facilities, and</li> <li>(f) effect on any other provisions of the Contract.</li> </ul> <p>38.2.2 Prior to preparing and submitting the “Change Proposal,” the Contractor shall submit to the Project Manager an “Estimate for Change Proposal,” which shall be an estimate of the cost of preparing and submitting the Change Proposal. Upon receipt of the Contractor’s Estimate for Change Proposal, the Employer shall do one of the following:</p> <ul style="list-style-type: none"> <li>(a) accept the Contractor’s estimate with instructions to the Contractor to proceed with the preparation of the Change Proposal,</li> <li>(b) advise the Contractor of any part of its Estimate for Change Proposal that is unacceptable and request the Contractor to review its estimate</li> <li>(c) advise the Contractor that the Employer does not intend to proceed with the Change.</li> </ul> <p>38.2.3 Upon receipt of the Employer’s instruction to proceed under GCC Subclause 38.2.2 (a), the Contractor shall, with proper expedition, proceed with the preparation of the Change Proposal, in accordance with GCC Subclause 38.2.1.</p> <p>38.2.4 The pricing of any Change shall, as far as practicable, be calculated in accordance with the rates and prices included in the Contract. If such rates and prices are inequitable, the parties thereto shall agree on specific rates for the valuation of the Change.</p> <p>38.2.5 If before or during the preparation of the Change Proposal it becomes apparent that the aggregate effect of compliance therewith and with all other Change Orders that have already become binding upon the Contractor under this GCC Clause 39 would be to increase or decrease the Contract Price as originally set forth in Article 2 (Contract Price) of the Contract Agreement by more than 15%, the Contractor may give a written notice of objection thereto prior to furnishing the Change Proposal as aforesaid. If the Employer accepts the Contractor’s objection, the Employer shall withdraw the proposed Change and shall notify the Contractor in writing thereof.</p> <p>The Contractor’s failure to so object shall neither affect its right to object to any subsequent requested Changes or Change Orders herein, nor affect its right to take into account, when making such subsequent objection, the percentage increase or decrease in the Contract Price that any Change not objected to by the Contractor</p>
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		<p>represents.</p> <p>38.2.6 Upon receipt of the Change Proposal, the Employer and the Contractor shall mutually agree upon all matters therein contained. Within 14 days after such agreement, the Employer shall, if it intends to proceed with the Change, issue the Contractor with a Change Order.</p> <p>If the Employer is unable to reach a decision within 14 days, it shall notify the Contractor with details of when the Contractor can expect a decision.</p> <p>If the Employer decides not to proceed with the Change for whatever reason, it shall, within the said period of 14 days, notify the Contractor accordingly. Under such circumstances, the Contractor shall be entitled to reimbursement of all costs reasonably incurred by it in the preparation of the Change Proposal, provided that these do not exceed the amount given by the Contractor in its Estimate for Change Proposal submitted in accordance with GCC Subclause 38.2.2.</p> <p>38.2.7 If the Employer and the Contractor cannot reach agreement on the price for the Change, an equitable adjustment to the Time for Completion, or any other matters identified in the Change Proposal, the Employer may nevertheless instruct the Contractor to proceed with the Change by issue of a “Pending Agreement Change Order.”</p> <p>Upon receipt of a Pending Agreement Change Order, the Contractor shall immediately proceed with effecting the Changes covered by such Order. The parties shall thereafter attempt to reach agreement on the outstanding issues under the Change Proposal.</p> <p>If the parties cannot reach agreement within 60 days from the date of issue of the Pending Agreement Change Order, then the matter may be referred to the Dispute Board in accordance with the provisions of Appendix – B, of the GCC</p> <p>38.3 Changes Originating from Contractor</p> <p>38.3.1 If the Contractor proposes a Change pursuant to GCC Subclause 38.1.2, the Contractor shall submit to the Project Manager a written “Application for Change Proposal,” giving reasons for the proposed Change and including the information specified in GCC Subclause 38.2.1.</p> <p>Upon receipt of the Application for Change Proposal, the parties shall follow the procedures outlined in GCC Subclauses 38.2.6 and 38.2.7. However, should the Employer choose not to proceed, the Contractor shall not be entitled to recover the costs of preparing the Application for Change Proposal.</p>
<p>Extension of Time for Completion</p>	<p>39</p>	<p>39.1 The Time(s) for Completion specified in the SCC shall be extended if the Contractor is delayed or impeded in the performance of any of its obligations under the Contract by reason of any of the following:</p> <ul style="list-style-type: none"> <li>(a) any Change in the Facilities as provided in GCC Clause 38;</li> <li>(b) any occurrence of Force Majeure as provided in GCC Clause 36, unforeseen conditions as provided in GCC Clause 35, or other occurrence of any of the matters specified or referred to in paragraphs (a), (b) and (c) of GCC Subclause 31.2;</li> <li>(c) any suspension order given by the Employer under GCC Clause 41 hereof or reduction in the rate of progress pursuant to GCC Subclause 16 or</li> <li>(d) any changes in laws and regulations as provided in GCC Clause 35; or</li> <li>(e) any default or breach of the Contract by the Employer, or any activity, act or omission of the Employer, or the Project Manager, or any other contractors employed by the Employer; or</li> <li>(f) any other matter specifically mentioned in the Contract; or</li> <li>(g) any delay on the part of a sub-contractor, provided such delay is due to a cause for which the Contractor himself would have been entitled to an extension of time under this Subclause</li> </ul> <p>by such period as shall be fair and reasonable in all the circumstances and as shall</p>

		<p>fairly reflect the delay or impediment sustained by the Contractor.</p> <p>39.2 Except where otherwise specifically provided in the Contract, the Contractor shall submit to the Project Manager a notice of a claim for an extension of the Time for Completion, together with particulars of the event or circumstance justifying such extension as soon as reasonably practicable after the commencement of such event or circumstance. As soon as reasonably practicable after receipt of such notice and supporting particulars of the claim, the Employer and the Contractor shall agree upon the period of such extension. In the event that the Contractor does not accept the Employer’s estimate of a fair and reasonable time extension, the Contractor shall be entitled to refer the matter to a Dispute Board, pursuant to Appendix – B of the GCC.</p> <p>39.3 The Contractor shall at all times use its reasonable efforts to minimize any delay in the performance of its obligations under the Contract. In all cases where the Contractor has given a notice of a claim for an extension of time under GCC 39.2, the Contractor shall consult with the Project Manager in order to determine the steps (if any) which can be taken to overcome or minimize the actual or anticipated delay. The Contractor shall there after comply with all reasonable instructions, which the Project Manager shall give in order to minimize such delay. If compliance with such instructions shall cause the Contractor to incur extra costs and the Contractor is entitled to an extension of time under GCC 39.1, the amount of such extra costs shall be added to the Contract Price.</p>
<p>Assignment</p>	<p>40.</p>	<p>40.1 Neither the Employer nor the Contractor shall, without the express prior written consent of the other party which consent shall not be unreasonably withheld, assign to any third party the Contract or any part thereof, or any right, benefit, obligation or interest therein or thereunder, except that the Contractor shall be entitled to assign either absolutely or by way of charge any monies due and payable to it or that may become due and payable to it under the Contract.</p>
<p>Contractor’s Claims</p>	<p>41.</p>	<p>41.1 If the Contractor considers himself to be entitled to any extension of the Time for Completion and/or any additional payment, under any Clause of these Conditions or otherwise in connection with the Contract, the Contractor shall submit a notice to the Project Manager, 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.</p> <p>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 not be entitled to additional payment, and the Employer shall be discharged from all liability in connection with the claim. Otherwise, the following provisions of this Subclause shall apply.</p> <p>The Contractor shall also submit any other notices, which are required by the Contract, and supporting particulars for the claim, all as relevant to such event or circumstance.</p> <p>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 Project Manager. Without admitting the Employer’s liability, the Project Manager may, after receiving any notice under this Subclause, monitor the record keeping and/or instruct the Contractor to keep further contemporary records. The Contractor shall permit the Project Manager to inspect all these records, and shall (if instructed) submit copies to the Project Manager.</p> <p>Within 42 days after the Contractor became aware (or should have become aware) of the event or circumstance giving rise to the claim, or within such other period as may be proposed by the Contractor and approved by the Project Manager, the Contractor shall send to the Project Manager a fully detailed claim, which includes</p>



	<p>full supporting particulars of the basis of the claim and of the extension of time and/or additional payment claimed. If the event or circumstance giving rise to the claim has a continuing effect,  this fully detailed claim shall be considered as interim;  the Contractor shall send further interim claims at monthly intervals, giving the accumulated delay and/or amount claimed, and such further particulars as the Project Manager may reasonably require; and  the Contractor shall send a final claim within 28 days after the end of the effects resulting from the event or circumstance, or within such other period as may be proposed by the Contractor and approved by the Project Manager.  Within 42 days after receiving a claim or any further particulars supporting a previous claim, or within such other period as may be proposed by the Project Manager and approved by the Contractor, the Project Manager shall respond with approval, or with disapproval and detailed comments. He may also request any necessary further particulars, but shall nevertheless give his response on the principles of the claim within such time.  Each payment certificate shall include such amounts for any claim as have been reasonably substantiated as due under the relevant provision of the Contract. Unless and until the particulars supplied are sufficient to substantiate the whole of the claim, the Contractor shall only be entitled to payment for such part of the claim as he has been able to substantiate.  The Project Manager shall agree with the Contractor or estimate: (i) the extension (if any) of the Time for Completion (before or after its expiry) in accordance with GCC Clause 40, and/or (ii) the additional payment (if any) to which the Contractor is entitled under the Contract.  The requirements of this Subclause are in addition to those of any other Subclause, which may apply to a claim. If the Contractor fails to comply with this or another Subclause in relation to any claim, any extension of time and/or additional payment shall take account of the extent (if any) to which the failure has prevented or prejudiced proper investigation of the claim, unless the claim is excluded under the second paragraph of this Subclause.  In the event that the Contractor and the Employer cannot agree on any matter relating to a claim, either party may refer the matter to the Dispute Board pursuant to Appendix – B. hereof.</p>
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## APPENDIX A

## General Conditions for admissibility of Escalation

1. The exact percentage of labour/ material (excluding materials to be supplied by the Procuring Entity)/ bitumen/ diesel and petrol/ cement/ steel component for the Works shall be approved by the authority while sanctioning the detailed Estimates.

2. The breakup of components of labour/ materials (excluding materials to be supplied by the Procuring Entity)/ bitumen/ diesel and petrol/ cement/ steel as indicated in this Clause have been pre-determined as below:-

(a)	Labour -----	30 percent
(b)	Material -----	50 percent
(c)	Bitumen -----	01 percent
(d)	Diesel and Petrol -----	01 percent
(e)	Cement -----	12 percent
(f)	Steel -----	06 percent
	Total-----	100%]

3. While allowing price escalation the following shall be deducted from the value of Works done (R):

- Cost of material supplied by the Procuring Entity.
- Cost of services rendered for protection of the Works.
- Secured Advance/ any advance added earlier but deducted now after Works is measured.
- Cost of extra items, the rates for which have been worked out based on market rates/ mutually agreed rates.

4. The first statement of escalation shall be prepared at the end of three months in which the Works was awarded and the Works done from the date of start to the end of this period shall be taken into account. For subsequent statement, cost of Works done during every quarter shall be taken into account. At the completion of Works, the Works done during the last quarter or fraction, thereof, shall be taken into account.

5. For the purpose of reckoning the Works done during any period, the bills prepared during the period shall be considered. The dates of recording measurements in the Measurement Book by the Assistant Engineer shall be the guiding factor to decide the bills relevant to any period. The date of completion, as finally recorded by the competent authority in the Measurement Book, shall be the criterion.

6. The index relevant to any quarter, for which such compensation is paid, shall be the arithmetical average of the indices relevant of the calendar month.

7. Price adjustment Clause shall be applicable only for the Works that is carried out within the stipulated time, or extension thereof, as are not attributable to the Contractor.

8. If during the progress in respect of Contract Works stipulated to cost Rs.50 lacs or less, the value of Works actually done excluding cost of material supplied by the Procuring Entity, exceeds Rs. 50 lacs and completion period is more than 3 months, then escalation would be payable only in respect of value of Works in excess over Rs.50 lacs from the date of satisfying both the conditions.

9. Where originally stipulated period is 3 months or less but actual period of execution exceeds beyond 3 months on account of reasons not attributable to the Contractor, escalation amount would be payable only in respect of extended period if amount of Works is more than Rs.50 lacs.

10. In case the Contractor does not make prorata progress in the first or another time span and the short fall in progress is covered up by him during subsequent time span within original stipulated period then the price escalation of such Works expected to be done in the previous time span shall be notionally given based upon the price index of that quarter in which such Works was required to be done.

11. No claims for price adjustment other than those provided herein, shall be entertained.

12. If the period of completion including extended period attributable to the Procuring Entity exceeds three months but cost does not exceeds more than Rs.50 lacs, no escalation is admissible.

13. Similarly, if cost of Works increases more than Rs.50 lacs but completion period including extended period attributable to the Procuring Entity is less than 3 months, no escalation is admissible.

14. No provisional escalation is payable on the basis of indices of the previous quarter in absence of non publication of indices for concerned quarter by the RBI.

15. Escalation is always payable quarterly and no provisional escalation is payable monthly or fortnightly.

16. In case at the time of executing agreement, both the conditions (completion period 3 months and amount of Works Rs.50 lacs for admissibility of price escalation are not fulfilled and subsequent due to additional Works and extension of time attributable to Procuring Entity, both the conditions become fulfilled, in that case the escalation shall be payable from the date of satisfying both the conditions and only for Works done beyond Rs.50 lacs and in period of Works beyond 3 months.

17. The Contractor shall for the purpose of these conditions keep such books of account and other documents as are necessary to show the amount of any increase claimed or reduction available and shall allow inspection of the same by a duly authorised representative of the Government/ Procuring Entity and further shall at the request of the Engineer-in-charge furnish, verified in such a manner as the Engineer-in-charge may require any documents so kept and such other information as the Engineer-in-charge may require.

18. Price variation Clause shall be applicable in case of lump sum contracts estimated to cost more than Rs.100 crores with stipulated completion period of more than 18 months.

19. The component of operation and maintenance (O&M) cost included in the Contract Price shall not be subject to price variations. The price may be adjusted by the use of prescribed formula (or formulae) which breaks down the total price into components.

20. The amount of price variation in case of lump sum contracts will be made by adding or deducting, as the case may be, from the payments made at the stages of Works specified in the Contract document.

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## Appendix B

## Dispute Resolution during Execution of the Contract

**DISPUTES RESOLUTION BOARD'S RULES AND PROCEDURES**

1. Except for providing the services required hereunder, the Board Members shall not give any advice to either party concerning conduct of the Works. The Board Members:
    - (a) shall have no financial interest in any party to the Contract, or a financial interest in the Contract, except for payment for services on the Board;
    - (b) shall have had no previous employment by, or financial ties to, any party to the Contract, except for fee-based consulting services on other projects, all of which must be disclosed in writing to both parties prior to appointment to the Board;
    - (c) shall have disclosed in writing to both parties prior to appointment to the Board any and all recent or close professional or personal relationships with any director, officer, or employee of any party to the Contract, and any and all prior involvement in the project to which the Contract relates;
    - (d) shall not, while a Board Member, be employed whether as a consultant or otherwise by either party to the Contract, except as a Board Member, without the prior consent of the parties and the other Board Members;
    - (e) shall not, while a Board Member, engage in discussion or make any agreement with any party to the Contract, regarding employment whether as a consultant or otherwise either after the Contract is completed or after service as a Board Member is completed;
    - (f) shall be and remain impartial and independent of the parties and shall disclose in writing to the Employer, the Contractor, and one another any fact or circumstance that might be such as to cause either the Employer or the Contractor to question the continued existence of the impartiality and independence required of Board Members; and
    - (g) shall be fluent in the language of the Contract.
  2. Except for its participation in the Board's activities as provided in the Contract and in this Agreement none of the Employer, the Contractor, shall solicit advice or consultation from the Board or the Board Members on matters dealing with the conduct of the Works.
  3. The Contractor shall
    - (a) Furnish to each Board Member one copy of all documents that the Board may request including Contract documents, progress reports, variation orders, and other documents pertinent to the performance of the Contract.
    - (b) In cooperation with the Employer, coordinate the Site visits of the Board, including conference facilities, and secretarial and copying services.
  4. The Board shall begin its activities following the signing of a Board Member's Declaration of Acceptance by all three Board Members, and it shall terminate these activities as set forth below:
    - (a) The Board shall terminate its regular activities when either (i) the Defects Liability Period referred to in Sub-Clause 41.2 (or, if there are more than one, the Defects Liability Period expiring last) has expired, or (ii) the Employer has expelled the Contractor from the Site
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pursuant to Sub-Clause 59.1, and when, in either case, the Board has communicated to the parties its Recommendations on all disputes previously referred to it.

- (b) Once the Board has terminated its regular activities as provided by the previous paragraph, the Board shall remain available to process any dispute referred to it by either party. In case of such a referral, Board Members shall receive payments as provided in paragraphs 7 (a) (ii), (iii), and (iv).

5. Board Members shall not assign or subcontract any of their work under these Rules and Procedures. However, the Board may in its discretion decide to seek independent expert advice on a particular specialized issue to assist in reaching a Recommendation, and the cost of obtaining any such expert opinion(s) shall be shared equally by the Employer and the Contractor in accordance with the procedure specified in paragraph 7 (d) below.

6. The Board Members are independent Contractors and not employees or agents of either the Employer or the Contractor.

7. Payments to the Board Members for their services shall be governed by the following provisions:

- (a) Each Board Member will receive payments as follows:

- (i) A retainer fee per calendar month equivalent to two times the daily fee established from time to time for arbitrators under the Administrative and Financial Regulations of the International Centre for Settlement of Investment Disputes (the ICSID Arbitrator's Daily Fee), or such other retainer as the Employer and Contractor may agree in writing. This retainer shall be considered as payment in full for:

- (A) Being available, on seven days' notice, for all hearings, Site visits, and other meetings of the Board.

- (B) Being conversant with all project developments and maintaining relevant files.

- (C) All office and overhead expenses such as secretarial services, photocopying, and office supplies (but not including telephone calls, faxes, and telexes) incurred in connection with the duties as a Board Member.

- (D) All services performed hereunder except those performed during the days referred to in paragraph (ii) below.

- (ii) A daily fee equivalent to the ICSID Arbitrator's Daily Fee, or such other daily fee as the Employer and Contractor may agree in writing. This daily fee shall only be payable in respect of the following days and shall be considered as payment in full for:

- (A) Each day up to a maximum of two days of travel time in each direction for the journey between the Board Member's home and the Site or other location of a Board meeting.

- (B) Each day on Site or other locations of a Board meeting.

- (iii) Expenses. In addition to the above, all reasonable and necessary travel expenses (including less than first-class air fare, subsistence, and other direct travel expenses) as well as the cost of telephone calls, faxes, and telexes incurred in connection with the duties as Board Member shall be reimbursed against invoices. Receipts for all expenses in excess of [AMOUNT AND CURRENCY] shall be provided.

- (iv) Reimbursement of any taxes that may be levied in the country of the Site on payments made to the Board Member (other than a national or permanent resident of the country of the Site) pursuant to this paragraph 8.

- (b) Escalation. The retainer and fees shall remain fixed for the period of each Board Member's term.
  - (c) Payments to the Board Members shall be shared equally by the Employer and the Contractor. The Contractor shall pay Members' invoices within 30 calendar days after receipt of such invoices and shall invoice the Employer (through the monthly statements to be submitted in accordance with Clause 49 of the General Conditions of Contract) for one-half of the amounts of such invoices. The Employer shall pay such Contractor's invoices within the time period specified in the Construction Contract for other payments to the Contractor by the Employer.
  - (d) Failure of either the Employer or the Contractor to make payment in accordance with this Agreement shall constitute an event of default under the Contract, entitling the non-defaulting party to take the measures set forth in the Contract.
  - (e) Notwithstanding such event of default, and without waiver of rights therefrom, in the event that either the Employer or the Contractor fails to make payment in accordance with these Rules and Procedures, the other party may pay whatever amount may be required to finance the operation of the Board. The party making such payments, in addition to all other rights arising from such default, shall be entitled to reimbursement of all sums paid in excess of one-half of the amount required to maintain operation of the Board, plus all costs of obtaining such sums.
8. Board Site Visits
- (a) The Board shall visit the Site and meet with representatives of the Employer and the Contractor at regular intervals, at times of critical construction events, at the written request of either party, and in any case not less than two times in any period of 12 months. The timing of Site visits shall be as agreed among the Employer, the Contractor, and the Board, but failing agreement shall be fixed by the Board.
  - (b) Site visits shall include an informal discussion of the status of the Works and Services, an inspection of the Works and Services, and the review of any Requests for Recommendation made in accordance with paragraph 10 below. Site visits shall be attended by personnel from the Employer and the Contractor.
  - (c) At the conclusion of each Site visit, the Board shall prepare a report covering its activities during the visit and shall send copies to the parties.
9. Procedure for Dispute Referral to the Board:
- (a) If either party objects to any action or inaction of the other party, the objecting party may file a written Notice of Dispute to the other party stating that it is given pursuant to Clause 6 and stating clearly and in detail the basis of the dispute.
  - (b) The party receiving the Notice of Dispute will consider it and respond in writing within 14 days after receipt.
  - (c) This response shall be final and conclusive on the subject, unless a written appeal to the response is filed with the responding party within 7 days after receiving the response. Both parties are encouraged to pursue the matter further to attempt to amicably settle the dispute.
  - (d) When it appears that the dispute cannot be resolved without the assistance of the Board, or if the party receiving the Notice of Dispute fails to provide a written response within 14 days after receipt of such Notice, either party may refer the dispute to the Board by written Request for Recommendation to the Board. The Request shall be addressed to the Chairman of the Board, with copies to the other Board Members, the other party and it shall state that it is made pursuant to Clause 6.
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- (e) The Request for Recommendation shall state clearly and in full detail the specific issues of the dispute to be considered by the Board.
  - (f) When a dispute is referred to the Board, and the Board is satisfied that the dispute requires the Board's assistance, the Board shall decide when to conduct a hearing on the dispute. The Board may request that written documentation and arguments from both parties be submitted to each Board Member before the hearing begins. The parties shall submit insofar as possible agreed statements of the relevant facts.
  - (g) During the hearing, the Contractor and the Employer shall each have ample opportunity to be heard and to offer evidence. The Board's Recommendations for resolution of the dispute will be given in writing to the Employer and the Contractor as soon as possible, and in any event not more than 56 days after receipt by the Chairman of the Board of the written Request for Recommendation.
10. Conduct of Hearings
- (a) Normally hearings will be conducted at the Site, but any location that would be more convenient and still provide all required facilities and access to necessary documentation may be utilized by the Board. Private sessions of the Board may be held at any cost-effective location convenient to the Board.
  - (b) The Employer and the Contractor shall be given the opportunity to have representatives at all hearings.
  - (c) During the hearings, no Board Member shall express any opinion concerning the merit of the respective arguments of the parties.
  - (d) After the hearings are concluded, the Board shall meet privately to formulate its Recommendations. All Board deliberation shall be conducted in private, with all Members' individual views kept strictly confidential. The Board's Recommendations, together with an explanation of its reasoning, shall be submitted in writing to both parties. The Recommendations shall be based on the pertinent Contract provisions, applicable laws and regulations, and the facts and circumstances involved in the dispute.
  - (e) The Board shall make every effort to reach a unanimous Recommendation. If this proves impossible, the majority shall decide, and the dissenting Member may prepare a written minority report for submission to both parties.
11. In all procedural matters, including the furnishing of written documents and arguments relating to disputes, Site visits, and conduct of hearings, the Board shall have full and final authority. If a unanimous decision on any such matter proves impossible, the majority shall decide.
12. After having been selected and, where necessary, approved, each Board Member shall sign two copies of the following declaration and make one copy available each to the Employer and to the Contractor:
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**BOARD MEMBER’S DECLARATION OF ACCEPTANCE**

**WHEREAS**

- (a) a Performance-Based Management and Maintenance of Water supply Contract (the Contract) for the *[Insert Name of City]* water supply project has been signed on *[fill in date]* between *[name of Employer]* (the Employer) and *[name of Contractor]* (the Contractor);
- (b) Clause 6 of the General Conditions of Contract provides for the establishment and operation of a Disputes Resolution Board (the Board);
- (c) the undersigned has been selected (and where required, approved) to serve as a Board Member on said Board;

NOW THEREFORE, the undersigned Board Member hereby declares as follows:

- 1. I accept the selection as a Board Member and agree to serve on the Board and to be bound by the provisions of Clause 6 of the General Conditions of Contract and the Disputes Resolution Board’s Rules and Procedures attached to the Conditions of Contract.
- 2. With respect to paragraph 1 of said Disputes Resolution Board’s Rules and Procedures, I declare
  - (a) that I have no financial interest of the kind referred to in subparagraph (a);
  - (b) that I have had no previous employment nor financial ties of the kind referred to in subparagraph (b); and
  - (c) that I have made to both parties any disclosures that may be required by sub-paragraphs (b) and (c).

BOARD MEMBER

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ *[print name of Board Member]*

Date: \_\_\_\_\_



## Section V. Special Conditions of Contract (SCC)/Contract Data

### Reference to GCC clauses

Ref. to GCC	Subject	Data
1.1	Procuring Entity's designation and address are:	<i>[Insert name and address]</i>
	The Works or Work is:	<i>[Insert name of work]</i>
	The Site is:	<i>[Insert reference to the site location]</i>
	Engineer-in-Charge's Designation and Address and communication details are:	<i>[Insert name, designation, email, contact number and address]</i>
	The Time for Completion and the Intended Completion Date are:	<i>[Insert timelines separately for construction and operation and maintenance]</i> Partial Completion of the subject contract will not be admissible.
	Provisional sums/ Lump sums are:	<i>[Insert information]</i>
	The Department is:	<i>[Insert name of project authority]</i>
1.31.1. 12.3	Scope of Facilities	The contractor will be responsible for Operation and Maintenance of the facilities created for a period of <i>[insert number of years]</i> years starting from issuance of Completion Certificate. The price quoted by bidder for O&M phase activities will include cost of all essential spare parts, for the entire duration of the O&M phase. The details of quantity, specification and cost of the spare parts included in the Price Bid will have to be provided separately using addition sheets.
1.3	Communication:	Electronic transmission shall include e-mail, fax etc. and delivered shall include their transmission sent successfully to correct address, as mentioned above Clause 1.1
1.4	The Language of the Contract is:	English
1.4.8	Provisional Sum	<i>[Insert detail if applicable]</i>
1.8.1	Signing of the Contract Agreement:	“Within 30 Days of issue of notification of the award. The agreement shall be signed with <i>[insert name of project authority]</i> . In case of JV It is mandatory to register the JV under relevant Act after award of Letter of Acceptance but before signing of Contract Agreement within 30 days of issuance of Letter of Acceptance. Failure to register the JV in stipulated period may lead to forfeiting of bid security. The equity sharing as declared at the time of bidding shall be maintained while registering the JV before Contract execution. The minimum equities of all partners shall be maintained throughout the currency of contract. The Agreement shall be signed by both the firm individually and by the representatives of JV.”
1.14	Care and Supply of documents	Add: The Contractor shall maintain standard Site Order Books at the Site at all times during the execution of the Works for the use of the Procuring Entity's Representative and the Contractor. All instructions issued by the Procuring Entity's Representatives to the Contractor shall be recorded in duplicate in the Site Order Book and shall be signed by the issuer and countersigned by the Contractor. After compliance with the instruction

		the Contractor shall record the same in the Site Order Book duly signed and countersigned by the Procuring Entity's Representative. Acceptance of any part of the Works executed by the Contractor shall be subject to verification with respect to compliance of respective instructions of the Procuring Entity's Representative through the Site Order Book. The Procuring Entity's Representative shall retain the original copy of the site orders, while the Contractor shall retain the duplicate ones.
4.1.5	Requirement of designing by the Contractor:	The scope to carry out designs & drawings are as specified in <i>[Refer the section with scope of work]</i> of the document, Work Requirements. And shall be approved by EIC.
4.3.1	Performance Security	<p><b>Replace GCC Clause 4.3.1 (i) with the following:</b> The bidder has to submit Two (2) sets of Performance Securities.</p> <p><b>Design &amp; Execution Phase:</b> Performance Security amounting to 10% of the Accepted Contract Amount for works of the Design &amp; Execution Phase shall be submitted in advance at the time of signing of agreement in form of BG. If the bidder fails to deposit the Performance Security within the stipulated time frame the Bid Security will be forfeited.</p> <p><b>Operation and Maintenance (O&amp;M) Phase:</b> Performance Security amounting to 10% of the Accepted Contract Amount of the O&amp;M Phase shall be submitted in advance before submitting the final bill/ completion of project in form of BG. If the bidder fails to deposit the Performance Security within the stipulated time frame the Performance Security of the Design &amp; Execution Phase will not be released.</p> <p>The BG should be issued by any nationalized / schedule bank and shall remain valid up to 60 days beyond defect liability period. Bank Guarantee submitted against the performance guarantee, shall be unconditional and encashable/invokable at <i>[Insert name of city]</i> when presented in specified Branch Office.</p>
4.3.5	Refund of Performance Security	<p><b>Replace GCC Clause 4.3.5 with the following:</b> The Procuring Entity shall return or release the Performance Security to the Contractor as given below after completion of all obligations under the Contract, more specifically, after the expiry of the period as specified below:</p> <p><b>Construction Phase: Performance Security,</b> shall be refunded within 60 days after the satisfactory completion of the Defect Liability Period, subject to completion of all obligations under the Contract.</p> <p><b>O&amp;M Phase: Performance Security,</b> shall be refunded within 60 days after the satisfactory completion of all obligations for the phase under the Contract.</p>
4.4	Commencement of the Works	The Works shall be commenced within a period of 21 Days from the date of signing of the Contract or handing over of the site by the Employer, whichever is later.
4.14	Avoidance of Interference with public conveniences	<p>Add,</p> <p>In case any operation connected with the works necessitates diversion, obstruction or closure of any road, railway, waterway or any other right of way, the approval of the Engineer-in-charge or the Engineer's Representative and the respective competent authorities shall be obtained well in advance by the Contractor. In case the Contractor's operations obstruct access to adjacent properties, the Contractor shall be responsible to provide reasonable temporary access to the affected parties. In case the Contractor fails to provide adequate temporary facilities, this shall be deemed to be an uncorrected Defect under the terms of Clause 13 and the Procuring Entity shall have the right to engage a third party to correct the Defect and the cost of such correction will be deducted from the Contract Price.</p>

		The contractor will also be responsible to ensure completion of his work with utmost effort in earliest possible period to ensure minimum inconvenience to the public at large. If in the opinion of the Engineer in Charge, the work has not been done in time and the passage way not restored satisfactorily in time, he may after giving a notice of seven days have the work done through any other agency. He will in these circumstances enter the work done as work done by the contractor in measurement book and pay for the same to the contractor and also recover the actual cost paid by him for the work plus 5% of the value of this work from the payments or any other money due to the contractor.
4.18	Cost of water & electricity	Add: Charges for power connection and water, if required, for trial run and commissioning of the facility, shall be borne by contractor
5	Norms related to NBC	That anything and everything to do with built environment must be in accordance with the newly released National Building Code of India 2016 (part 3, section 13)
6.5	Safety Norms	<b>Add Sub Clause 6.5.1 as follows:</b> The Contractor has to: (a) Prepare a detailed Safety Plan, to be implemented under supervision of Safety Officer of the Contractor, within <b>28</b> (twenty eight) days of receiving of Letter of Acceptance to be approved by the Engineer-in-Charge. (b) Provide for all safety measures, security and protection of equipment as provided in the Clause and shall be paid as per relevant items in the Bill of Quantities. Any item not covered in the Bill of Quantities shall be deemed to have been included in the bidders quoted rates.
6.7	The normal working hours at the Site and Days of rest shall be:	9 AM to 5 PM as per relevant Labour Laws. However, when work is stopped, it should be ensured by the contractor that all safety measures have been taken to avoid any untoward incident during non-working hours.
7.18	Royalties	The contractor will provide documented evidence of payment of Royalties, Rent and Octroi and all other payment, as stipulated by the laws of the state of [ <i>insert name of state</i> ], with each invoice raised per month.
7.3	Inspection	Add: The Contractor shall place order for the material and the equipment only after approval of the Engineer-in-charge. The Contractor shall submit the detailed drawings, if any, to the Engineer-in-charge for approval. For Equipment: The Contractor shall inform the Engineer-in-charge about the likely dates of testing and dispatching of the material. The Contractor shall notify the Engineer-in-charge for inspection and testing, at least seven (7) days prior to packing and shipping and shall supply the manufacturer's test results and quality control certificates. The inspection and test categories shall be applied prior to delivery of the equipment, of various categories as indicated in the technical specifications for each type of equipment. <b>Category A:</b> The drawing has to be approved by the Procuring Entity's Representative before manufacture and testing. The material has to be inspected by the Engineer-in-charge or an inspecting agency after approval of Procuring Entity's Representative at the manufacturer's premise before packing and dispatching. The inspection charges of the agency will be borne by the Procuring Entity but the contractor has to pay the inspection charges. The contractor will include in their next bill

		<p>the inspection charges and the same will be reimbursed by the Procuring Entity from the provisional sum. The contractor shall provide the necessary equipment and facilities for tests and the cost thereof shall be borne by the Contractor.</p> <p><b>Category B:</b> The drawings of the equipment have to be submitted and to be approved by the Engineer-in-charge prior to manufacture. The material has to be tested by the manufacturer and the manufacturer's test certificates are to be submitted and approved by the Engineer-in-charge before dispatching of the equipment. Notwithstanding the above, the Engineer-in-charge, after examination of the test certificates, reserves the right to instruct the Contractor for retesting, if required, in the presence of the Contractor's representative.</p> <p><b>Category C:</b> The material may be manufactured as per relevant standards and delivered to the site.</p> <p>For material / equipment under Category 'A' and 'B' the Engineer-in-charge will provide an\ authorization for packing and shipping after inspection.</p>
8.4	<b>Time for Completion</b>	The Time for Completion of the whole of the Facilities shall be <i>[Insert detailed timelines]</i> be
8.5	Construction Program	<p>The Contractor shall submit for approval a Program for the Works within 21 days from the date of the Letter of Acceptance.</p> <p>The period between Program updates is <b>30</b> days.</p> <p>The amount to be withheld for late submission of an updated Program is <b>INR 50,000</b>.</p>
10.3	General Conditions for admissibility of Price Variation	Payment against price escalation shall be admissible in this contract.
13.1	Defect Liability Period	The Defects Liability Period is: <b>365</b> days.
15.3	Schedule of Payments (in case of Lump Sum Contract payments shall be linked to various stages of completion of Works given in the Activity Schedule)	<p>Add:</p> <p><b>Design Period</b> (<i>[Insert no. of months/years]</i>): After approval of the Detailed Engineering Design of each component, payment will be released as per the Price quoted by the Contractor and agreed to by the employer, as detailed in the Contract Agreement, for the item of work.</p> <p><b>Construction period</b> (<i>[Insert no. of months/years]</i>): This being an Admeasurement contract, the selected contractor will raise monthly invoices, against the work done in the preceding month and will be paid accordingly after deductions, if any, as per the contract condition.</p> <p><b>Operation and Maintenance Period</b> (<i>[Insert no. of months/years]</i>): The selected contractor will raise monthly invoices, and will be paid accordingly after deductions, if any, as per the contract condition.</p> <p><b>Penalty:</b></p> <p><b>General:</b> If the contractor fails to comply with the following, penalty shall be levied as mentioned against each of the components</p> <ol style="list-style-type: none"> <li>1. Non submission of monthly report shall invite penalty of INR 10,000 for each such occurrence. The monthly report shall cover all relevant service levels defined in the contract and it occurrence during the month.</li> <li>2. In case any Child labour is employed at site in violation with the laws of the state and India, the employer will levy an additional penalty of Rs 25,000 per incidence and in such instance occurs more than once the contract may be terminated, to be decided at the sole discretion of the</li> </ol>

		<p style="text-align: center;">Employer</p> <p><b>A Road and storm network:</b> For non-compliance with the following parameter/issues, during the <b>Operation and Maintenance Period of</b> <i>[Insert no. of months/years]</i>,</p> <ol style="list-style-type: none"> <li>3. The authority shall be entitled to impose a penalty of INR 10,000 per KM for each day of delay if contractor fails inundertaking routine maintenance including prompt repairs of potholes, cracks, joints, drains, embankments, structures, markings, lighting and signage;</li> <li>4. In case the contractor fails to provide the motor able road during the implementation period, the penalty levied shall be Rs 20000 per day per Km of affected length. The motor able road shall comprise of smooth surface with effective dust suppression measures.</li> <li>5. In case of defects in other components not being attended within a reasonable specified time by the contractor, penalty of 0.5% of the cost of particular component per day shall be levied up to a maximum of 10% of the cost of the component.</li> </ol> <p><b>B Water Supply Component:</b> For non-compliance with the water quality parameter, during the <b>Operation and Maintenance Period of</b> <i>[Insert no. of months/years]</i>,</p> <ol style="list-style-type: none"> <li>6. PF is not maintained at all times between 0.90 to 1.0 at Intake or any of the physico-chemical and biological parameters, as mentioned in the Section VA of this document, is found in the beyond acceptable range as specified in IS: 10500., a penalty of Rs. 5000/- per event per day shall be levied</li> <li>7. Continuous Pressured Water Supply must be provided to the properties with authorized connection(s)</li> <li>8. Non Revenue Water</li> <li>9. Meter Reading, billing and distribution efficiency</li> <li>10. Adhering to HSC connection and disconnection request in time.</li> <li>11. Resolution of Complaints: Consumers Relation Management Centre established, staffed and operated on a 24-hour basis, all Consumer calls are attended to (on toll free number) within 60 seconds, queries and complaints to be responded within timeframe shown in table below.</li> <li>12. Water Quality at Consumer Connection Points: 100% of water samples taken are free of any kind of turbidity and contamination and shows minimum 0.2 ppm residual chlorine</li> <li>13. The defective meters, if any will be removed and New tested meter would be installed immediately within 3 days after intimation by Employer. However, the upper limit should not be more than seven days failing which a penalty of Rs 10,000/ per day will be levied for each day exceeding 7 days</li> </ol> <table border="1" data-bbox="630 1877 1474 2031"> <thead> <tr> <th>Sl. No</th> <th>Nature of complaints</th> <th>Resolution time</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Less pressure at the consumer meter point</td> <td>72 hours</td> </tr> <tr> <td>2</td> <td>Consumer not getting water</td> <td>24 hours</td> </tr> <tr> <td>3</td> <td>Reported leakage in mains</td> <td>24 hours</td> </tr> </tbody> </table>	Sl. No	Nature of complaints	Resolution time	1	Less pressure at the consumer meter point	72 hours	2	Consumer not getting water	24 hours	3	Reported leakage in mains	24 hours
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3	Reported leakage in mains	24 hours												

		4	Reported leakage in joint	12 hours
		5	Poor quality of water	12 hours
		6	Billing dispute	24 hours
		<p><b>C Sewerage Component:</b> For non-compliance with the following parameter/issues, during the <b>Operation and Maintenance Period</b> of <i>[Insert no. of months/years]</i>,</p> <ol style="list-style-type: none"> <li>14. No leaks / blockages in pipes, joints, locations of specials and valves - Penalty for non-compliance will be INR 10,000 per instance.</li> <li>15. No overflows from the Manholes, LS &amp; MWPS - Penalty for non-compliance will be INR 10,000 per instance</li> <li>16. All valves are properly installed and operational - Penalty for non-compliance will be INR 10,000 per instance</li> <li>17. Submission of “As built” drawings both in soft copies and hard copies (two prints and one polyester film) - Penalty for non-compliance will be INR 50,000</li> <li>18. Operation of all locking arrangements of valve chambers, cover opening smooth and locks in place - Penalty for non-compliance will be INR 5,000 per instance.</li> <li>19. Silt removed from the sewerage system should be removed by next day from the road side - Penalty for non-compliance will be INR 20,000 per instance.</li> <li>20. CCTV inspection to be carried out after removal of silt from the system and submitted to the Employer within a week - Penalty for non-compliance will be INR 10,00 per instance</li> <li>21. The Contractor shall submit a weekly report to the Employer detailing the Operation and Maintenance indicating the labour hours expended and other Consumables consumed and also problems faced and rectified - Penalty for non-compliance will be INR 10,000 per instance</li> <li>22. During the Operation and Maintenance period, the Contractor shall ensure that the sewage detention time in wet well not exceeds 30 min. and there is no backflow of sewage. The Contractor is responsible for maintaining back up power arrangements at his cost to ensure that the O&amp;M services are not affected due to failure of power supply from the Public Utility Company - Penalty for non-compliance will be INR 10,000 per instance.</li> <li>23. Minimum time for rectification</li> <li>24. Blockage and overflows - 12hours - Penalty for non-compliance will be INR 10,000 per instance</li> <li>25. Stolen / Broken man hole covers - 12hours - Penalty for non-compliance will be INR 10,000 per instance</li> <li>26. Sewer spills from main sewer, branch and house service connections (between property chamber and public - 72hours - Penalty for non-compliance will be INR 10,000 per instance</li> <li>27. Record all complaints received regarding sewer blockage and clearance with same date and time - Penalty for non-compliance will be INR 10,000 per instance</li> <li>28. Record condition of sewer found at the time of attending complaint. Damage notice should be recorded by attending staff - Penalty for non-compliance will be INR 10,000 per instance</li> </ol>		



		<p>29. The Contractor shall carry out mandatory biannual cleaning of network before and after the monsoon season including cleaning of all manhole chambers and collection network irrespective of the regular maintenance work - Penalty for non-compliance will be INR 10,000 per instance.</p> <p>30. identification and reporting of illegal connections on the sewerage network as soon as these are detected - Penalty for non-compliance will be INR 10,000 per instance.</p> <p><b>C Electrical Component:</b> For non-compliance with the following parameter/issues, during the <b>Operation and Maintenance Period</b> of <i>[Insert no. of months/years]</i>,</p> <p>31. In case the electrical components which are under the scope of this contract during O&amp;M, are not repaired within 12 hours of fault, a penalty of INR 10,000 will be levied for every 12 hours of delay.</p> <p>32. In case of defects in other components not being attended within a reasonable specified time by the contractor, penalty of 0.5% of the cost of particular component per day shall be levied up to a maximum of 10% of the cost of the component.</p> <p><b>D SCADA Component:</b> For non-compliance with the following parameter/issues, during the <b>Operation and Maintenance Period</b> of <i>[Insert no. of months/years]</i>,</p> <p><b>33. ComputerStartUp</b></p> <p>Totaltimeforthestart-upofacomputer,includingautomaticprogramload,initializationanddatabaseupdating,shallnotexceedfiveminutesforcriticalfunctions(SCADA,front-endsservers).Automaticrestartfollowingapoweroutageshallalsototexceedfiveminutes.</p> <p>34. CompleteSCADAfunctionality: shallbeavailablewithinafurtherfiveminutesfollowingastart-uporautomaticrestartofthelastcomputerintheminimumsetofcomputersrequiredtoberunningtosupportthisfunctionality.Updatesfrom field devices mayextendbeyondthistimebutthefullupdateoftheSystemwithdatafromthefiel dshallnotexceedafurtherfiveminutes.Thus,acompleterestartoftheSystem,incl udingfullupdatefromthefield,shallnotexceed15minutes.</p> <p><b>35. SCADA System must have System availability of 99.9%.</b></p> <p>A minimum Penalty @ INR 10,000.00 will be levied per incidence of non-compliance with point 1, 2 and @ INR 50,000.00 for compliance with point 3, respectively, which may be increased by the Procuring Entity.</p>
15.15	Advance payment	<p>“Advance Payment for mobilization for execution of the Works: 10% of the Total Contract Amount of Design Build works in two instalments.</p> <ul style="list-style-type: none"> <li>• Against a bank guarantee (BG) of equal amount issued by a reputable bank located in India, which may include scheduled banks or nationalized banks, enforceable at the bank’s branch in <i>(Insert name of city)</i>.</li> <li>• First instalment of not more than 5% of the Total Contract Amount immediately after signing the Contract.</li> <li>• Second instalment of remaining amount on demand by the contractor only after submission of service improvement plan (SIP) and on submission of details of use of first instalment.</li> </ul>

<p>20</p>	<p>Insurance</p>	<p>The details of Insurance covers to be obtained by the Contractor and the Procuring Entity, including their value, terms and extent of coverage and other terms and conditions shall be as under:</p> <ul style="list-style-type: none"> <li>(a) for the Works, Plant and Materials;</li> <li>(b) for loss or damages to equipment;</li> <li>(c) for loss or damage to property (except the Works, Plant, Materials and Equipment) in connection with Contract;</li> <li>(d) for personal injury or death;             <ul style="list-style-type: none"> <li>(i) of the Contractor’s employees;</li> <li>(ii) of other people</li> </ul> </li> </ul> <p>The Sum Insured against each of these items will be as per the Laws of the state of <i>[insert name of state]</i></p> <p>The Contractor shall take out and maintain in effect the following insurances in the sums and deductibles shown below:</p> <ul style="list-style-type: none"> <li>(a) The minimum deductible for insurance of the Works and of Plant and Materials is: [Rs.....]</li> <li>(b) The minimum cover for insurance of the Works and of Plant and Materials is: [110]% of the total contract amount</li> <li>(c) The minimum deductible for insurance of other property is: [Rs.....]</li> <li>(d) The minimum cover for insurance of other property is: Rs. 10 Million</li> <li>(e) The minimum cover for personal injury or death insurance             <ul style="list-style-type: none"> <li>(i) For the Contractor's employees is: Rs 2.5 Million</li> <li>(ii) And for other people is: Rs 1.0 Million</li> </ul> </li> <li>(f) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Government’s country by the Contractor or its Personnel or any Sub-Contractors or their Personnel, with a minimum coverage of equal to Rs 1.0 Million with unlimited number of incidents.</li> </ul>
<p>22.2</p>	<p>Labor</p>	<p>22.2.5 <b>Working Hours</b></p> <ul style="list-style-type: none"> <li>(a) Normal working hours are: <b>Eight</b></li> </ul> <p>22.2.7 <b>Health and Safety</b></p> <ul style="list-style-type: none"> <li>(d) The Contractor shall throughout the contract (including the Defect Liability Period):             <ul style="list-style-type: none"> <li>(i) conduct Information, Education and Consultation Communication (IEC) campaigns, at least every other month, addressed to all the Site staff and labor (including all the Contractor's employees, all Sub-Contractors and Employer’s and Project Manager’s employees, and all truck drivers and crew making deliveries to Site for construction activities) and to the immediate local communities, concerning the risks, dangers and impact, and appropriate avoidance behavior with respect to of</li> </ul> </li> </ul>



		<p>Sexually Transmitted Diseases (STD)—or Sexually Transmitted Infections (STI) in general and HIV/AIDS in particular;</p> <p>(ii) provide male or female condoms for all Site staff and labor as appropriate; and</p> <p>(iii) provide for STI and HIV/AIDS screening, diagnosis, counseling and referral to a dedicated national STI and HIV/AIDS program, (unless otherwise agreed) of all Site staff and labor.</p> <p>The Contractor shall include in the program to be submitted for the execution of the Facilities under Subclause 18.2 an alleviation program for Site staff and labor and their families in respect of Sexually Transmitted Infections (STI) and Sexually Transmitted Diseases (STD) including HIV/AIDS. The STI, STD and HIV/AIDS alleviation program shall indicate when, how and at what cost the Contractor plans to satisfy the requirements of this Subclause and the related specification. For each component, the program shall detail the resources to be provided or utilized and any related sub-contracting proposed. The program shall also include provision of a detailed cost estimate with supporting documentation. Payment to the Contractor for the preparation and implementation this program shall not exceed the amount dedicated for this purpose.</p>
<b>25</b>	<b>Commissioning and Operational Acceptance</b>	25.2.2 The Guarantee Test of the Facilities shall be successfully completed within .Twenty-eight (28) days from the date of Completion
<b>26</b>	<b>Completion Time Guarantee</b>	26.3 No bonus will be given for earlier Completion of the Facilities or part thereof.
<b>29 b)</b>	<b>Limitation of Liability</b>	The multiplier of the Contract Price is: <b>1.1</b>

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## Section VI. Technical Specifications (TSP) & Employer's Requirement

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### Employer's Requirement

#### A. Preamble

The Smart Cities Mission of the Government is a new initiative to create infrastructure in the cities of India to make them citizen friendly. The objective of the Smart Cities Mission (SCM) is to develop cities with core infrastructure and decent quality of life for its citizens, a clean and sustainable environment and application of "Smart" Solutions. The focus of the Mission is on sustainable and inclusive development, aiming to drive economic growth and improve the quality of life of people by enabling Area Based Development (ABD) through development, rehabilitation, retrofitting and redeveloping of the infrastructure. Application of Smart Solutions will enable cities to use technology, information and data to improve infrastructure and services. This sort of a comprehensive development is expected to improve the quality of life, create employment and enhance incomes for all, especially the poor and the disadvantaged, leading to inclusive Cities. It is also meant to set examples that can be replicated both within and outside the Smart City, catalyzing the creation of similar Smart Cities in various regions and parts of the country.

*[Insert the features and brief detail about city and project area]*

#### B. Project Components

The components of the *[Insert name of city]* Integrated Infrastructure Project are detailed below;

1. Design and Relaying of smart Roads in *[Insert name of project area]* area of City.
2. Design, Rehabilitation, Up-gradation and Construction of water distribution network and domestic 24X7 water supply in *[Insert name of project area]* area;
3. Design, Rehabilitation, Up-gradation and Construction of sewerage network in *[Insert name of project area]* area;
4. Design, Undergrounding of power, telecom and other cables along with Rehabilitation, Up-gradation and Construction of power distribution network and domestic connections across *[Insert name of project area]* city;
5. Design and Construction of Drainage system across core area of *[Insert name of project area]*; and
6. Design and Construction of Utility duct across core area of *[Insert name of project area]*; and
7. Design Supply and Installation of SCADA system in *[Insert name of project area]* area of City.
8. Operation and Maintenance for Ten (10) years of each component after its execution.

#### C. Need of the Integrated Project

The need for an integrated infrastructure project could be substantiated due to following factors:

1. Existing Infrastructure is aging with time and a plan is needed for future
2. With change of living practices, the need for a state of the art infrastructure becomes essential
3. An integrated yet customized, need of the citizens living in city, is required
4. During implementation, citizen convenience shall be given highest importance for this brownfield development
5. By developing integrated infrastructure a better synchronization in the various utilities can be implemented.

#### D. Project Phases

The Integrated Infrastructure Project shall be implemented in following phases:

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Phase	Particular	Duration
I	Design and Approval	[insert number] Months
II	Construction of Integrated Utilities in [insert name of project area] Area	[insert number]Months
III	Final Acceptance & Testing	[insert number] Months
IV	Operation & Maintenance	[insert number] Years

The Selected Bidder shall require to work in a sequential but integrated manner to ensure highest standard of infrastructure delivery in this area. It shall also be responsible for all activities during the complete contract period of [insert number] years. At no point during the Contract Period, the Selected Bidder would be absolve of its responsibilities as defined in the Contract document.

**D. Project Timeline**

The Selected Bidder shall require to work in a sequential but integrated manner to ensure highest standard of infrastructure. The Project shall be implemented as defined broadly, the chart below:

	H1	H2	H3	H4
<b>Road relaying &amp; Drains</b>				
- Design & Approval				
- Construction activity				
- Final Acceptance & Testing				
<b>Water Supply</b>				
- Design & Approval				
- Construction activity				
- Final Acceptance & Testing				
<b>Sewerage</b>				
- Design & Approval				
- Construction activity				
- Final Acceptance & Testing				
<b>Power</b>				
- Design & Approval				
- Construction activity				
- Final Acceptance & Testing				
<b>Multi-utility Duct</b>				
- Design & Approval				
- Construction activity				
- Final Acceptance & Testing				
<b>SCADA</b>				
- Design & Approval				
- Construction activity				
- Final Acceptance & Testing				

\*H1, H2, H3 is half years and activities starts from date of signing of the Contract

**D. Present Status of Utilities**

**D.1 Roads & Drains**

*[Insert the present status of roads and drainage system in the city in line with the requirement of project. It must specify all the features of existing infrastructure in the city and project area]*

**D.2 Water Supply**

*[Insert the present status of water supply in the city in line with the requirement of project. It must specify all the features of existing infrastructure in the city and project area]*

**D.3 Sewerage System**

*[Insert the present status of sewerage system in the city in line with the requirement of project. It must specify all the features of existing infrastructure in the city and project area]*

**D.4 Power**

*[Insert the present status of power supply system in the city in line with the requirement of project. It must specify all the features of existing infrastructure in the city and project area]*

**D.5 Multi-Utility Ducts**

The Multi-utility Duct is relatively a new concept for the state and no such project has yet been executed in the City.

*[If there are existing Multi-Utility Ducts in the city then insert the present status. It must specify all the features of existing infrastructure in the city and project area]*

**E. Project Objectives**

The Integrated Infrastructure Project will Design, Augment/Rehabilitate/ Retrofit and/or construct new (a) Designing and Re-laying of Smart Roads (after completion of ducting work), Street scaping and construction of Storm water drainage, (b) water distribution network (to ensure 24X7 piped potable water supply);(c) Sewerage network; (d) Power distribution network; I Provision of Service Utilities (through underground Ducting, wherever feasible); and (f) SCADA system with the aim to provide contemporary urban facilities to the residents of the walled city area, to enhance their standard of living and “End User Satisfaction”.

**F. Detailed Scope of Work and Technical Specifications**

A detailed Section covering objective, Scope of Work (during construction & O&M), Technical Specifications, Final Acceptance & Testing, Performance Indicators (during construction & O&M), Resource requirements, Time schedule Sector specific conditions and Bill of Quantities for Water Supply, Sewerage, Power Supply, Multi-Utility Duct and Road & Drains has been provided in *[insert the location of technical specifications]*.

**G. Employer’s General Requirement**

A detailed Section covering objective, Scope of Work (during construction & O&M), Technical Specifications

<b>1. Background</b>	<i>[Insert name of smart city]</i> has been mandated to develop Integrated Infrastructure Project in <i>[Insert name of city]</i> , as part of its Smart City Mission Program.
	The Integrated Infrastructure Projects is conceptualized with 24x7 water supply, complete sewerage network, undergrounding of utilities with multi-utility duct and smart road network across the ABD Area.
	Work will be executed through a Design–build–operate contract (DBO) contract where the contractor shall undertake the design and construction of the project, and undertake operation and maintenance for a period of <i>[Insert number]</i> years including a Default Liability Period of 12 months.
	The executing agency is <i>[Insert name of project authority]</i> and project management unit (PMU) is designed to function as the implementing agency for project

		administration and coordination and monitor all the project implementation activities.
<b>2. Project Location</b>		<i>[Insert details]</i>
<b>3. Climate Conditions</b>		<i>[Insert details]</i>
<b>4. Topography</b>		<i>[Insert details]</i>
<b>5. Communication</b>		<i>[Insert details]</i>
<b>6. Completeness of the Offer</b>		The Bidder shall be fully responsible to include in his bid the whole of the Works, including each individual component, designed and constructed in accordance with technical specification defined herein. In absence, good engineering practice and best Industrial standards should be followed. The integrated project shall function as a whole citizen services, a system that is capable of achieving the 24x7 supply of potable water, assured power supply, sewerage connectivity and good quality roads. The Bidder within the tendered cost shall provide any accessories which are not specifically mentioned in the specifications/requirement, but which are usual or necessary for completion of the Works and successful performance of the plant and facilities. The Bidder shall, to the maximum extent practical and feasible, endeavor to offer standardized designs and Plant and equipment keeping in view minimization of operation and maintenance requirements. The Bidder shall ensure that his offered designs and equipment are “maintenance-friendly”.
<b>7. Facilities for the Client's Representatives</b>		The Bidder shall provide upkeep, and maintain the following facilities during construction and execution work. The cost for these facilities shall be included in the Contract Price.  a) Testing Laboratory at site office b) Testing Equipment at site
		Within 60 days, of award of work, contractor shall provide a site office Building including required office equipment i.e. fax, photocopy, internet/email, computer with colour laser printer of latest configuration / software (MS Projects, MS office, Primavera, AutoCAD). The location and layout of site office shall be got approved from the Engineer.
		Storage for the equipment to be installed under the subject contract will be provided by the Employer.
<b>8. Construction Management</b>		Site Organization
		Bidder shall describe the roles and responsibilities of each of the personnel proposed and shall describe the roles, relationships, and division of responsibilities between the site management and the representative head/branch office that will be responsible for the Project. In particular, the Bidder shall provide details of the technical and financial responsibility and authority of the Project Manager who will be responsible for the day-to-day operations at the Site.
		The Bidder shall provide a preliminary organization chart which indicates the relationship between the site management and the representative head/branch office, the direct on-site works operations, the sub-bidders and suppliers, and the Employer's Representative. Details shall be furnished separately for the design and construction phase, and for the operations and maintenance phase.
		Plant and Construction Equipment
		The Bidder shall provide adequate information to demonstrate clearly that it has the capability to meet the requirements for the key plant and construction equipment. A

		separate Form shall be prepared for each item of plant and/or equipment listed, or for alternative equipment proposed by the Bidder.																
		The overall requirements and mobilization/deployment schedule for each major item of plant and equipment (such as plant & equipment to be used, excavators, concrete batching plants, hot mix plants, etc.)																
		<b>Construction Schedule</b>																
		<p>The Bidder shall submit his proposed construction program in sufficient detail so as to demonstrate: the order in which he proposes to carry out the Works (including each stage of design, procurement, manufacture, pre-delivery inspection and testing, delivery to Site, construction, erection, testing and commissioning); all major events and activities in the production of Construction Documents; the periods for the design reviews and approvals and for any other submissions, approvals and consents specified in the Employer's Technical Requirements; the sequence of all tests specified in the Contract; etc.</p> <p>The bidder shall also submit the micro planning program showing detail of area-wise and street wise execution of all activities in time bound manner. The construction program shall not be considered unless street wise plan has been prepared. Any street should not be left dug up for a period more than period proposed and approved by Authority. Any breach of this condition shall constitute a major violation of contract as convenience of citizens is the major reason for bundling all the components together.</p>																
		The Bidder should pay particular attention to demonstrating how his proposed program for supply of major items of plant and equipment to be incorporated into the Permanent Works is to be managed to satisfy the requirements of the Contract, including the time required for design, placing of confirmed orders, manufacturing, pre-delivery inspections and tests, delivery to the Site, storage, installation, etc.																
		Such construction program shall be developed on a commercially available project management software (such as Primavera, MS Project or equivalent) showing level-3 activities, together with bar charts and CPM diagrams which clearly illustrate the critical path, and the resources required to be provided by the Bidder to achieve the desired results.																
		The Bidder's attention is drawn to the requirements set out in in this contract, and the Bidder is required to clearly demonstrate how he proposes to meet the Milestone Targets that have been established to ensure that pro-rata progress is maintained on all sub-components of the Works throughout the execution period.																
		Details shall be furnished separately for the design and construction phase, and for the operations and maintenance phase.																
		<b>List of Manufacturers, Suppliers and Vendors</b>																
		The Bidder shall provide details on the proposed manufacturers/ vendors/suppliers of major items of materials, plant and equipment that are to be incorporated into the Permanent Works.																
		<table border="1"> <thead> <tr> <th>SI. No</th> <th>Description of Item (Material/Plant/ Equipment)</th> <th>Name and Address of Manufacturer/Supplier/ Vendor</th> <th>As per List of Preferred Makes/ Approved by SQCA</th> </tr> </thead> <tbody> <tr> <td>(A)</td> <td colspan="2">Mechanical Work Components</td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td>Yes/No</td> </tr> <tr> <td></td> <td></td> <td></td> <td>Yes/No</td> </tr> </tbody> </table>	SI. No	Description of Item (Material/Plant/ Equipment)	Name and Address of Manufacturer/Supplier/ Vendor	As per List of Preferred Makes/ Approved by SQCA	(A)	Mechanical Work Components						Yes/No				Yes/No
SI. No	Description of Item (Material/Plant/ Equipment)	Name and Address of Manufacturer/Supplier/ Vendor	As per List of Preferred Makes/ Approved by SQCA															
(A)	Mechanical Work Components																	
			Yes/No															
			Yes/No															

			Yes/No
	(B)	Electrical Work Components	
			Yes/No
			Yes/No
			Yes/No
	I	Instrumentation and Process Control	
			Yes/No
			Yes/No
			Yes/No
	(D)	Civil, Building and Road Works	
			Yes/No
			Yes/No
			Yes/No
	Bidders QA & QC Plan		
	The Bidder shall provide his proposed Quality Assurance and Quality Control (QAQC) Plan which describes the type, frequency and procedure of tests to be done on sites; type, frequency and procedure of tests to be done at manufacturers' locations outside the sites; all parameters to be measured in these tests; permissible limits of such parameters; details of laboratories to be established at sites; details of testing equipment & machines and their calibration schedules; details of the Bidder's internal systems for assuring quality control at the manufacturers' outside the sites; details of qualifications and experience of the Quality Control professionals to be deployed for the entire project; and the systems of Quality Audit to be instituted for systematic and professional management as well as adherence with the highest standards of quality of all construction works.		
	The Bidder shall provide separate descriptions of its proposed QA/QC plan during the design and construction phase, and the subsequent operations and maintenance phase. The Bidder shall also provide copies of the company's standard rules and regulations regarding quality assurance and quality control procedures for works in general and works of a similar nature.		

**H. Project Design & Approvals**

This contract involves Design, Build and Operational liabilities on the contractor. The Contractor will undertake Detailed Engineering Design for all the Six (6) components, which will be approved by the Engineer – In – Charge, during the Design Phase of Six (6) months. Only after the Approval of the Detailed Engineering Designs and Good For Construction drawings, to be prepared by the contractor and approved by the Engineer-In-Charge, within the Design Period, work will start

**I. Final Acceptance Testing and Schedule of Guarantees**

The Final Acceptance Testing shall be conducted as per process defined in detailed scope of work and all critical civil, mechanical, electrical equipment and SCADA Instrumentation are required to pass the test. Only after passing of Final Acceptance Test and with approval of EIC, the work will be deemed complete and Completion Certificate will be issued.

**J. Operation & Maintenance**

The Contractor will Operate and Maintain the facilities created for a duration of *[Insert number]* years, as per the KPIs defined below. The contractor will provide manpower and spare parts as deemed required at site for O&M of the facilities. The list of minimum manpower required attached with the bid is only indicative.

**K. Key Performance Indicators (KPIs)**

This is to clarify that Penalty will be levied on the contractor only when the Procuring Entity has documented evidence that the “Non Compliance” of the KPIs of the O&M phase, as detailed in the Contract Agreement, is/are only due to an act of negligence, improper, un-professional methodology adopted for O&M of the system, by the contractor and/or absence of qualified and experienced manpower to be supplied by the contractor, at site.

**L. Smart Roads, Streetscaping and Storm Water Drains**

With an objective of providing user friendly streets, the following tasks are proposed to be undertaken through the current project

**1. Carriageway realignment**

Smart roads have uniform road width for obstruction-free traffic movement and traffic safety. Road lanes must be functional and free from encroachments. The design needs to ensure that carriageway is aligned to have uniform lanes and spaces created post realignment should be innovatively marked for other uses such as street vendor zones.

**2. Footpath retrofitting**

Footpaths are those parts of a road or street that are intended for pedestrian use. Pedestrians include people on foot, in wheel chairs, or pushing a pram. It is therefore important that footpaths are wide enough for unhindered, unobstructed use by all user groups – including disabled users. There must be a functional pedestrian through-route on a footpath. Thus the footpath needs to retrofit so as to accommodate different type of users without any stumbling block. The footpath should be user friendly (include ramps and tactile tiles for universal accessibility) and aesthetically appealing

**3. Placemaking on Roads**

Placemaking is both a process and tool, by which we collectively design and manage elements of the public realm to create places that are appealing, accessible, comfortable, and support social activity. Placemaking helps to define the pattern and use of the built environment and the manner and ease in which people are able to access, connect and move around in it. Placemaking can also help build and enhance sense-of-place by creating spaces that encourage social interaction and support interesting activities. Such spaces will be created to achieve the objective of social development. Multi-purpose zones, street art, murals, attractive landscaping, seating, tree guards etc. are elements to be considered for placemaking. Street signages, lighting and security features are essential for smart placemaking along roads.

**4. Junction redesigning :**

Junction design and related engineering countermeasures play a very important (but not only) role in the field of traffic safety. By creating a properly designed street junction, vehicle flow can be improved while simultaneously increasing pedestrian comfort and safety. Thus junction redesigning becomes one of the important project for execution.

**5. Provision of Storm Water Drains -**

Along with the road construction the storm water drain system is to be designed and constructed as per the specifications provided in the technical specifications.

To achieve the above tasks, the following items are proposed to be undertaken in the project.

1. Removal of the ramps, walls, compounds etc on the ROW of the road and complete retrofitting of the footpaths.
  2. Provisions of new Storm water line with RCC/ FRP chambers and heavy duty FRP frame and covers
-



3. Provision of new ramps to access property, reconstruction of compound walls (wherever required) reconstruction of access steps to property etc.
4. Provision of cobbled finishes at junctions and other traffic calming elements like islands, raised pedestrian crossings, humps, chikanesetc
5. Provision of Thin White Topping surfacing for the road carriageway.
6. Provisions of road crossing pipes, RCC duct at regular intervals and along the footpaths

#### **M. Water Supply System**

- a. The water network must ensure 100% coverage to all the households in the region. The Coverage of Water Supply connections (%) shall be assessed as number of households in the project area connected directly to the water supply network, expressed as percentage of total number of households in that project area.
- b. Using technology to determine operational conditions and efficiency on a regular basis, such as SCADA for operation of raw water intake pump houses, clear water pump houses and valves in the distribution network, acoustic leakage detection system, magnetic flux leak detection system, fiber optic leak detector for the determination of leakage in the network.
- c. Ensuring appropriate training and capacity building to operate the system.
- d. Ensuring adequate inventory of spare parts for replacements in case of breakdowns/completion of service lifespan.
- e. Mechanism to receive customer complaint (with respect to water supply leakage, metering problem, water quality problems, billing related issues, etc.) through web based system, as well as managing a customer complaint desk.
- f. Complaints received must be registered and be viewed by the implementing authority through an intranet system. The complaints must be addressed within 24 hr of receiving with 100% redressal efficiency
- g. Based on the topography and hydraulic modelling of District Metered Areas (DMAs), while planning it in the ABD area, the boundary of DMA may be extended to the surrounding area as per the technical feasibility requirements.

#### **N. Sewerage System**

- h. No leaks / blockages in pipes
  - i. No overflows from the Manholes
  - j. Frequency of cleaning of sewers with jetting machine
  - k. Frequency of submission of CCTV inspection report for the sewers
  - l. Execution of the entire work including finishing according to the drawings and specifications
  - m. Submission of "As built" drawings both in soft copies and hard copies (two prints and one polyester film)
  - n. Silt removed from the sewerage system should be removed by next day from the road side.
  - o. CCTV inspection to be carried out after removal of silt from the system and submitted to the Employer within a week.
  - p. The Contractor shall submit a weekly report to the Employer detailing the Operation and Maintenance indicating the labour hours expended and other Consumables consumed and also problems faced and rectified.
  - q. Minimum time for rectification
    - Blockage and overflows – 12hours
    - Stolen / Broken man hole covers – 12hours
    - Sewer spills from main sewer, branch and house service connections (between property chamber and public - 72hours
  - r. Record all complaints received regarding sewer blockage and clearance with same date and time.
-

- s. Record condition of sewer found at the time of attending complaint. Damage notice should be recorded by attending staff
- t. The Contractor shall carry out mandatory biannual cleaning of network before and after the monsoon season including cleaning of all manhole chambers and collection network irrespective of the regular maintenance work.
- u. Identification and reporting of illegal connections on the sewerage network as soon as these are detected.

**O. Electrical**

Key Performance Indicators (KPIs) for the electrical system in Udaipur Rajasthan include the following service quality, reliability, security, health and financial indicators.

- 1- System Interruption Frequency (**SIF**), will be measured on monthly basis. Number of interruptions experienced by any end user will not be more than 3 per month.
- 2- System Interruption Duration (**SID**), to be measured on monthly basis. Maximum duration of Interruptions experienced by any end user will not be more than 180 Minute per month.
- 3- Power losses Index (**PLI**), to be measured on monthly basis. Power Loss should not be more than 5%
- 4- Power factor (**PF**) to be measured on a daily basis, Power factor should not be less 0.98

**P. SCADA System**

The Contractor shall demonstrate its ability to reach the performance requirements. Performance tests shall be carried out during the Factory Acceptance Tests.

- 1. **Computer Start Up:** Total time for the start-up of a computer, including automatic program load, initialization and database updating, shall not exceed five minutes for critical functions (SCADA, front-ends servers). Automatic restart following a power outage shall also not exceed five minutes.
- 2. **Complete SCADA** functionality shall be available within a further five minutes following a start-up or automatic restart of the last computer in the minimum set of computers required to be running to support this functionality. Updates from field devices may extend beyond this time but the full update of the System with data from the field shall not exceed a further five minutes. Thus, a complete restart of the System, including full update from the field, shall not exceed 15 minutes.
- 3. **SCADA System must have System availability of 99.9 %.**

Non Compliance with the Key Performance Indicators as mentioned above or any other additional indicator/s, as deemed essential for proper O&M of the system will attract a Penalty. An indicative list is included in SCC of this Document.

**Q. Key Personnel**

**Bidder shall provide minimum key experts for the integrated project as mentioned below during construction and O&M**

Position	Minimum Experience Requirements	Number
<b>CONSTRUCTION</b>		
Project Manager	BE Civil, 15 years' experience in construction works and	1

	working at equivalent position.	
Urban Planner	Masters in Planning, 10 years' experience in city urban infrastructure planning.	
Civil Engineer	BE Civil, 5 years' experience in construction works	3
Mechanical Engineer	BE Mechanical, 5 years' experience in installation of Pumps, valves, piping, etc.	1
Electrical Engineer	BE Electrical, 5 years' experience in Electrical systems for pumping stations.	2
QAQC engineer	Degree (Civil) with 10 years' experience in similar type of works.	1
	Degree (Civil) with 5 years' experience in similar type of works.	2
	Degree (Electrical) with 5 years' experience in similar type of works.	1
SCADA Expert	BE Instrumentation/ Electrical , 5 year experience in SCADA implementation	1
Safety Expert	professional having 10 years of experience in the similar nature	1
<b>O&amp;M</b>		
Manager	BE Civil, 10 years' of O&M experience of infrastructure project	1
Supervisor	Diploma in Mechanical / Civil with 10 years of O&M experience of water supply system works	1
	Diploma in Civil with 10 years of O&M experience of sewerage system works	1
	Diploma in Electrical with 10 years of O&M experience of electric power distribution works	1

**R. Payment Milestones**

<b>Payment Schedule</b>			
<b>Major Work Category</b>	<b>Type of Payment</b>	<b>Payment (in % of Total Price)</b>	<b>Description (Stage of Work)</b>
<b>Designs and Documentation:</b>			
Site survey and subsoil investigations	LS (Lump sum) - Each Item	25%	Completion of field surveys and subsoil investigations and demobilization from site of survey team
		75%	Submission of surveys and soil investigation reports and acceptance by the Engineer.
Detailed designs and construction documents	LS (Each Item)	60%	Substantial completion, submission and approval by the Engineer of the designs, drawings and construction documents for all major items of work
		40%	Submission and approval by the

			Engineer of the final designs and construction documents for all remaining and miscellaneous construction details and working drawings.
Other documents (As built drawings, O&M manuals, Training programmes and manuals)	LS (Each Item)	100%	Completion, submission and approval by the Engineer of all other documents as required under the Contract.
<b>Civil Works, Installation and Other Services:</b>			
Civil works (excavation, site grading, backfilling, fencing, roadwork, drainage, structures, building, laying of pipelines, laying of utility ducts etc.	P (progressive payment)	95%	Progressive payment commensurate with progress achieved, up to 95% of the Contract price for the subject item.
	LS	5%	Balance payable on completion of cleanup, removal of debris and Contractor's equipments. Final grading and restoration of sites.
<b>Supply and Delivery of Plant and Equipment for Incorporation in the Permanent Works:</b>			
Supply and delivery of pumps and motors, pipes, valves, fittings, cables, electrical equipment, SCADA system, material for utility ducts.	P	80%	Progressive payment for supply, delivery to the site, proper storage and acceptance, up to 80% of the contract price for the relevant item.
	LS	10%	LS payment on successful completion of installation and up to 90% of the contract price for supply and delivery of the relevant item.
	LS	10%	LS payment on successful completion of the testing & commissioning, including rectifying any defects observed during this period.
Supply and delivery of water service connection meters and associated accessories, all the electro mechanical items required as per scope of works	P	80%	Progressive payment for supply, delivery to the site, proper storage and acceptance, up to 80% of the contract price for the relevant item.
	LS	10%	LS payment on successful completion of installation and up to 90% of the contract price for supply and delivery of the relevant item.
	LS	10%	LS payment on successful completion of the testing & commissioning, including rectifying any defects observed during this period.
Erection, installation, testing Trial run and commissioning of the equipments / structures	LS	100%	LS payment on successful completion of the installation, testing Trial run and

etc.			commissioning, including rectifying any defects observed during this period
Testing, Trial run and commissioning of the entire plant	LS	100%	LS payment on successful completion of the commissioning, including rectifying any defects observed during this period
Supply and delivery to the Site of recommended spare parts, tools and tackles, etc.	P	100%	Progressive payment, commensurate with the approved delivery schedule, for supply, delivery to the site, proper storage and acceptance by the Employer.
<b>Provisional Sum Items:</b>			
As per Requirement (provided if any)	LS	100%	Payment in full upon production of receipts for any approved expenditures.
<b>Operations and Maintenance:</b>			
Monthly O &M Services	P	100%	On completion of each month's operations and maintenance.

*[Scope of works and Specifications for all the electro mechanical items, electrical works and civil works are to be inserted in this section by project authority]*

# Supplementary Information

## Supplementary Information

*(The supplementary information as given hereunder is for knowledge of the bidders only. The bidders may use the information at their own risk and the Employer shall not have any binding for their correctness)*

**Geographic Location (with map):**

**Description of Project Area:**

**Existing service levels :**

**Table: Salient Features of [Insert Name of City]**

<b>City</b>	
<b>District</b>	[Insert name of city]
<b>Area</b>	Core City [Insert Name of City][Insert executing agency] area: ____ sq.km, Extended area: ____ sq. km, Total: ____ sq. km,
<b>Connectivity</b>	
<b>Climate</b>	Tropical Climate with maximum temperature of ____ <sup>0</sup> C and minimum temperature of ____ <sup>0</sup> C; Average Annual Rainfall of ____ mm
<b>City Administrator</b>	[Insert Name of City]City Corporation

**Geographic Location:**



## **Section VII. Form of Bid**

### **Bidding Forms**

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*This Section contains the forms which are to be completed by the Bidder and submitted as part of his Bid.*

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### Letter of Technicalbid

Date: *[insert date]*

Invitation for Bid No.: \_\_\_\_\_

To

*[Insert executing agency’s authorized representative],  
[Insert: Signature, name, and title of Client’s authorized representative]  
[Insert Name of City].*

Mail id – .

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB) 11;
- (b) We offer to execute in conformity with the Bidding Documents the following Works:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- (c) Our Bid consisting of the Technical bid and the Price Bid shall be valid for a period of 180 days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (d) We, including any subcontractors or suppliers for any part of the contract, do not have any conflict of interest in accordance with ITB 3;
- (e) If our bid is accepted, we commit to obtain a performance security in accordance with the Bidding Document;
- (f) We are not participating, as a Bidder or as a subcontractor, in more than one bid in this bidding process in accordance with ITB-6.1, other than alternative offers submitted in accordance with ITB-18;
- (g) We agree to permit *[Insert executing agency]* 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 *[Insert executing agency]*.
- (h) If our Bid is accepted, we commit to mobilizing key equipment and personnel in accordance with the requirements set forth in Section 6 (Technical Specifications/ Employer’s Requirements) and our Technical Bid, or as otherwise agreed with the Employer.
- (i) We, including any of our subcontractors or suppliers for any part of the contract, have not been declared ineligible by any State Government agency or Central Government agency under the Employer’s country laws or official regulations or by an act of compliance.

- (j) We are not a government owned entity/We are a government owned entity but meet the requirements of ITB-3.
- (k) We have paid, or will pay the following commissions, gratuities, or fees with respect to the bidding process or execution of the Contract:

Name of Recipient	Address	Reason	Amount
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(If none has been paid or is to be paid, indicate “none.”)

- (l) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed; and
- (m) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
- (n) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in bribery.

Name \_\_\_\_\_ In the capacity of \_\_\_\_\_

Signed \_\_\_\_\_

Duly authorized to sign the bid for and on behalf of \_\_\_\_\_

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\* Use one of the two options as appropriate.

### Letter of Price Bid (To be submitted in Price Bid)

Date: .....

Invitation for Bid No.: .....

[Insert executing agency’s authorized representative],  
[Insert: Signature, name, and title of Client’s authorized representative]  
[Insert Name of City].

Mail id – .

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB) 11
- (b) We offer to execute in conformity with the Bidding Documents and the Technical bid submitted for the following Works:
- (c) The total price of our Bid, excluding any discounts offered in item (d) below is:
- (d) The discounts offered and the methodology for their application are:
- (e) Our Bid shall be valid for a period of ---days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) If our Bid is accepted, we commit to obtain a performance security in accordance with the Bidding Documents;
- (g) We have paid, or will pay the following commissions, gratuities, or fees with respect to the bidding process or execution of the Contract: \*

Name of Recipient	Address	Reason	Amount
.....	.....	.....	.....
.....	.....	.....	.....

- (h) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed; and
- (i) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
- (j) We agree to permit [insert name of city] 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 [insert name of city].

Name .....

In the capacity of .....

Signed .....

.....

Duly authorized to sign the Bid for and on behalf of .....

Date .....

---

\* *If none has been paid or is to be paid, indicate "none".*

---

# Bid Security

## Bank Guarantee

..... *Bank's Name, and Address of Issuing Branch or Office*.....

**Beneficiary:** ..... *Name and Address of Employer* .....

**Date:** .....

**Bid Security No.:**.....

We have been informed that . . . . . *name of the Bidder*. . . . . (hereinafter called "the Bidder") has submitted to you its bid dated . . . . . (hereinafter called "the Bid") for the execution of . . . . . *name of contract* . . . . . under Invitation for Bids No. . . . . ("the IFB").

Furthermore, we understand that, according to your conditions, bids must be supported by a bid guarantee.

At the request of the Bidder, we . . . . . *name of Bank*. . . . . hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of . . . . . *amount in figures* . . . . . (*amount in words* . . . . . ) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

- (a) has withdrawn its Bid during the period of bid validity specified by the Bidder in the Letter of Technical bid and Letter of Price Bid; or
- (b) does not accept the correction of errors in accordance with the Instructions to Bidders (hereinafter "the ITB"); or
- (c) having been notified of the acceptance of its Bid by the Employer during the period of bid validity, (i) fails or refuses to execute the Contract Agreement, or (ii) fails or refuses to furnish the Performance Security, in accordance with the ITB or (iii) fails or refuses to furnish a domestic preference security, if required.

This guarantee will expire: (a) if the Bidder is the successful Bidder, upon our receipt of copies of the Contract Agreement signed by the Bidder and the performance security issued to you upon the instruction of the Bidder; or (b) if the Bidder is not the successful Bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder of the name of the successful Bidder; or (ii) 28 days after the expiration of the Bidder's bid.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458<sup>1</sup>.

.....*Bank's seal and authorized signature(s)*.....

*Note: All italicized text is for use in preparing this form and shall be deleted from the final document.*

<sup>1</sup>Or 758 as applicable.

## **Technical Bid**

**Personnel**

**Equipment**

**Site Organization**

**Method Statement**

**Mobilization Schedule**

**Construction Schedule**

**Others**

---

**Personnel**

**Form PER – 1: Proposed Personnel**

Bidder shall provide the details of the proposed personnel and their experience records in the relevant Information Forms below for each candidate:

<b>1.</b>	<b>Title of position*</b>
	<b>Name</b>
<b>2.</b>	<b>Title of position*</b>
	<b>Name</b>
<b>3.</b>	<b>Title of position*</b>
	<b>Name</b>
<b>4.</b>	<b>Title of position*</b>
	<b>Name</b>
<b>5.</b>	<b>Title of position*</b>
	<b>Name</b>
<b>6.</b>	<b>Title of position*</b>
	<b>Name</b>
<b>7.</b>	<b>Title of position*</b>
	<b>Name</b>

---

\*As listed in Section 6 (Technical Specification / Employer’s Requirements).

---





### Equipment

#### Form EQU: Equipment

The Bidder shall provide adequate information and details to demonstrate clearly that it has the capability to meet the equipment requirements indicated in Section 6 (Employer's Requirements), using the Forms below. A separate Form shall be prepared for each item of equipment listed, or for alternative equipment proposed by the Bidder.

<b>Item of Equipment</b>		
<b>Equipment Information</b>	<b>Name of manufacturer</b>	<b>Model and power rating</b>
	<b>Capacity</b>	<b>Year of manufacture</b>
<b>Current Status</b>	<b>Current location</b>	
	<b>Details of current commitments</b>	
<b>Source</b>	<b>Indicate source of the equipment</b> <input type="checkbox"/> Owned <input type="checkbox"/> Rented <input type="checkbox"/> Leased <input type="checkbox"/> Specially manufactured	

Omit the following information for equipment owned by the Bidder.

<b>Owner</b>	<b>Name of owner</b>	
	<b>Address of owner</b>	
	<b>Telephone</b>	<b>Contact name and title</b>
	<b>Fax</b>	<b>Telex</b>
<b>Agreements</b>	<b>Details of rental / lease / manufacture agreements specific to the project</b>	

## Site Organization

1. The Bidder shall supply a table of personnel and a chart showing the proposed organization to be established for (i) carrying out the construction works during all phases of Road works like mobilization; preparation of Service Improvement Plan; design built period (development period) and operation and maintenance period separately.
-

**Method Statement**

1. The bidder is required to submit Approach and Method Statement for carrying out all the activities under integrated infrastructure development project.
  2. The activities for methodology shall also include following:
    - (i) Surveys or confirmatory surveys (as applicable) including topographic, geotechnical, underground utility surveys etc
    - (ii) Survey for roads and associated infrastructure
    - (iii) Property and consumer surveys and GIS mapping of all properties
    - (iv) Review, verifications and updation of designs;
    - (v) Preparation of service improvement plan (SIP), including phasing of works, cost effective value Engineering and drawings
    - (vi) Approval of SIP (may be in phases)
    - (vii) Implementation schedule along with methodology as per scope of works:
    - (viii) Operation Services:
    - (ix) Customer services;
    - (x) Safeguard activities;
-

**Work plan:**

1. The Contractors will submit detailed work plan as part of Technical bid covering all sections of work to achieve sectional and full work key milestones as shown in Employer's Requirement

**Mobilization Schedule**

2. The Bidder shall submit mobilization and de-mobilization schedule of personnel and equipment in detail for all phases of works. The mobilization schedule should include mobilization of skilled and unskilled manpower, different machineries and equipment, materials, as required in each Phase.

**Construction Schedule**

3. The Bidder shall prepare and submit overall construction schedule. The construction schedule shall be designed and documented in a series of tasks and task assignments complete with projected completion target dates with the aid of computer operated management software like Microsoft project office, Primavera or latest by using Gantt charts and PERT diagrams to allow all actors to know their contribution towards fulfilling the Employer's Requirement.
-

## **Bidder's Qualification**

To establish its qualifications to perform the contract in accordance with Section 3 (Evaluation and Qualification Criteria) the Bidder shall provide the information requested in the corresponding Information Sheets included hereunder.

---

## Form ELI - 1: Bidder's Information Sheet

Bidder's Information	
<b>Bidder's legal name</b>	
<b>In case of JV, legal name of each partner</b>	
<b>Bidder's country of constitution</b>	
<b>Bidder's year of constitution</b>	
<b>Bidder's legal address in country of constitution</b>	
<b>Bidder's authorized representative</b> (name, address, telephone numbers, fax numbers, e-mail address)	
<p><b>Attached are copies of the following original documents.</b></p> <p><input type="checkbox"/> 1. In case of single entity, articles of incorporation or constitution of the legal entity named above, in accordance with ITB 3.1 and 3.2.</p> <p><input type="checkbox"/> 2. Authorization to represent the firm or JV named in above, in accordance with ITB 20.2.</p> <p><input type="checkbox"/> 3. In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 3.1.</p> <p><input type="checkbox"/> 4. In case of a government-owned entity, any additional documents not covered under 1 above required to comply with ITB 3.</p>	

## Form ELI - 2: JV Information Sheet

Each member of a JV and Specialist Subcontractor must fill in this form

JV / Specialist Subcontractor Information	
<b>Bidder's legal name</b>	
JV Partner's or Specialist Subcontractor's legal name	
JV Partner's or Specialist Subcontractor's country of constitution	
JV Partner's or Specialist Subcontractor's year of constitution	
JV Partner's or Specialist Subcontractor's legal address in country of constitution	
JV Partner's or Specialist Subcontractor's authorized representative information (name, address, telephone numbers, fax numbers, e-mail address)	
<p><b>Attached are copies of the following original documents.</b></p> <p><input type="checkbox"/> 1. Articles of incorporation or constitution of the legal entity named above, in accordance with ITB 3.1 and 3.2.</p> <p><input type="checkbox"/> 2. Authorization to represent the firm named above, in accordance with ITB 20.2.</p> <p><input type="checkbox"/> 3. In the case of government-owned entity, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB 3.</p>	



## Form LIT –1: Pending Litigation and Arbitration

Each Bidder or member of a JV must fill in this form if so required under Criterion 2.2 of Section 3 (Evaluation and Qualification Criteria).

Pending Litigation and Arbitration			
<input type="checkbox"/> No pending litigation and arbitration. <input type="checkbox"/> Below is a description of all pending litigation and arbitration involving the Bidder (or each JV member if Bidder is a Joint Venture).			
Year	Matter in Dispute	Value of Pending Claim in INR/ US\$ Equivalent	Value of Pending Claim as a Percentage of Net Worth

## Form FIN - 1: Historical Financial Performance

Each Bidder or member of a JV must fill in this form

### Information from Balance Sheet

<b>Financial Data for Previous Years [INR Equivalent]</b>					
	<b>Year 1: 2016-17</b>	<b>Year 2: 2015-16</b>	<b>Year 3: 2014-15</b>	<b>Year 4: 2013-14</b>	<b>Year 1: 2012-13</b>
<b>Total Assets</b>					
<b>Total Liabilities</b>					
<b>Net Worth</b>					
<b>Current Assets</b>					
<b>Current Liabilities</b>					
<b>Information from Income Statement</b>					
<b>Total Revenues</b>					
<b>Profits Before Taxes</b>					
<b>Profits After Taxes</b>					
<b>Return on investment (ratio of annual profit before taxes and the net worth)</b>					

- Attached are copies of financial statements (balance sheets including all related notes, and income statements) for the last 5 years, as indicated above, complying with the following conditions.
- all such documents reflect the financial situation of the legal entity or entities comprising the Bidder and not the Bidder's parent companies, subsidiaries or affiliates.
  - Historic financial statements must be audited by a certified accountant.
  - Historic financial statements must be complete, including all notes to the financial statements.
  - Historic financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

## Form FIN - 2: Average Annual Construction Turnover

{withorwithoutOperation and Maintenance (O&M)}

Each Bidder or member of a JV must fill in this form

The information supplied should be the Annual Turnover of the Bidder or each member of a JV in terms of the amounts billed to clients for each year for work in progress or completed, converted to INR at the rate of exchange at the end of the period reported.

Annual Turnover Data for the Last 3 Years			
Year	Amount Currency	Exchange Rate	INR Equivalent
<b>Average Annual Turnover</b>			

### Form FIN – 3: Availability of Financial Resources

Specify proposed sources of financing, such as liquid assets,<sup>1</sup> lines of credit, and other financial resources (other than any contractual advance payments) available to meet the financial resources requirement indicated in Form Fin-4.

Financial Resources		
No.	Source of financing	Amount (US\$ equivalent)
1		
2		
3		

<sup>1</sup> *Liquid Assets mean cash and cash equivalents, short-term financial instruments, short term available-for-sale-securities, marketable securities, trade receivables, short-term financing receivables and other assets that can be converted into cash within one year.*

*Note:*

- *The bidder shall provide supporting documents like letter from the Banks for the revolving line of credit facility etc specific to the project (in format FIN 5) if applicable for its declared availability of financial resources.*
- *Bidder shall provide details on available credit facility from each source of financing after utilizing to the commitments*

## Form FIN- 4: Financial Resources Requirement

Bidder (or each JV partner) should provide information indicated below in order to calculate the aggregated financial resources requirement, which equals the sum of: (i) the Bidder’s (or each JV partner’s) current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued and (ii) financial resources requirement for subject contract as determined by the Employer. Bidder must also disclose any other financial obligations that could materially affect the implementation of subject contract if such contract were to be awarded to the Bidder.

Financial Resources Requirement						
No.	Name of Contract	Employer’s Contact (Address, Tel, Fax)	Contract Completion Date	Remaining Contract Period in months (A) <sup>1</sup>	Outstanding Contract Value (B) <sup>2</sup>	Two Months Financial Resources Requirement (2XB / A)
1						
2						
3						
4						
A. Cumulative Financial Resources Requirement for two months for Current Contract Commitments <sup>3</sup>						INR/US\$ .....
B. Financial Resources Requirement for Subject Contract (Employer to specify)*						INR .... million/ US\$ ....million
Financial Resources Requirement (Sum of A and B)						INR/ US\$ .....

<sup>1</sup> Remaining contract period to be calculated from 28 days prior to bid submission deadline.

<sup>2</sup> Remaining Outstanding Contract Values to be calculated from 28 days prior to the bid submission deadline (US\$ equivalent based on the foreign exchange rate as of the same date).

<sup>3</sup> Bidder should calculate this amount based on the sum of Monthly Financial Resources Requirements for Each Current Works Contract based on the following calculation:

$$\frac{2X \text{ Estimated Contract Value (Inclusive of Taxes and Duties)}}{\text{Completion Period in Months}}$$

\*Employer should specify financial resources requirement for the subject contract based on the following calculation:  $3 \times \text{Estimated Contract Value (Inclusive of Taxes and Duties)} / \text{Completion Period in Months}$

**Form FIN -5: Sample Form for assured revolving line of credit facility**

*(To be submitted by a Reputed Bank on the Bank's Letter head)*

**Date:** *(Insert Date)*

**To:**

*[Insert executing agency's authorized representative],  
 [Insert: Signature, name, and title of Client's authorized representative]  
 [Insert Name of City]*

Mail id – .

**Subject: Letter of Assurance for Revolving line of credit facility for INR ----**

Dear Sir,

**WHEREAS** \_\_\_\_\_ *[name and address of Bidder]* (hereinafter called the “Bidder”) intends to submit a bid for----- (name of contract package) -----" under the *[Insert executing agency]* (hereinafter called the “Employer”) in response to the Invitation for Bids issued by the *[Insert executing agency]* through IFB no. -----; and **WHEREAS** the Bidder has requested that an assured revolving line of credit be provided to it for executing the - ----- *---(name of contract package)* -----In the event that the Contract is awarded to it; then

**KNOW ALL THESE PEOPLE** by these presents that We \_\_\_\_\_ *[name of Bank]* of \_\_\_\_\_ *[name of Country]* having our registered office at \_\_\_\_\_ *[address of registered office]* are willing to provide to \_\_\_\_\_ *(the Bidder)* a sum of up to \_\_\_\_\_ *[amount of guarantee in figures and words]* as an assured revolving line of credit for executing the Works under ----- *---(name of contract package)* -----should the Bidder be awarded the contract based on its tendered prices.

We understand that this assurance may be taken into consideration by the Employer during evaluation of the Bidder's financial capabilities, and further assure that we intend to maintain this revolving line of credit until such time as the Works are completed and taken over by the Employer.

**SEALED** with the Common Seal of the said Bank on the \_\_\_\_ day of \_\_\_\_\_, 2015.

Date: \_\_\_\_\_ Signature of the Bank: \_\_\_\_\_

Witness: \_\_\_\_\_ Seal: \_\_\_\_\_

*[Signature, name and address]*

**Form FIN -6: Available bidding capacity Information and declaration**

*(To be submitted by bidder through affidavit as explained)*

Availability of Bidding Capacity should be atleast equal to INR 4000 million

Available bid capacity will be evaluated following formula stated below:

$$\text{Bidding capacity} = 2 \times A \times N - B$$

**Where**

A = maximum annual construction turnover in last five financial years taking into account the completed as well as works in progress (updated to the current price level, rate of inflation shall be 10% per year).

N = Number of years prescribed for completion of works for which bids has been invited which is 3 years

B= Value at current price level of existing commitments and ongoing works to be completed during the next 3 years. Bidders will give a calculation for the same.

Bidders will submit an undertaking in original confirming that the details of all such works have been provided either being executed in their name or being executed as joint venture within India or abroad (bidder's share).

---

## Form EXP – 1(a): Contracts of Similar Size and Nature

Fill up one (1) form per contract.

Contract of Similar Size and Nature		
Contract No. . . . .of. . . . .	Contract Identification	
Award Date	Completion Date	
Total Contract Amount	Equivalent INR -----	
If partner in a JV or subcontractor, specify participation of total contract amount	Percent of Total	Amount
Employer's Name Address Telephone/Fax Number E-mail		
Description of the similarity in accordance with Criteria 1.3.1 of Section III		
Participation in 1) Design, Rehabilitation, Upgradation and Construction of water distribution network and domestic 24X7 water supply 2) Design, Rehabilitation, Upgradation and Construction of sewerage; 3) Design, Undergrounding of power, telecom and other cables along with Rehabilitation, Upgradation and Construction of power distribution network and domestic connections; 4) Design and Construction of Utility duct; and 5) Design and Relaying of Roads & Drain 6) Design, Provision, Installation of Supervisory Control and Data Acquisition (SCADA) system;		
Reference page No. of copy of work order completion certificate in support of above experience:		

\* substantially completed means (i) the contractor has completed the works but could not commission the same because of hindrances beyond the control of contractor or (ii) contractor has completed and commissioned the works at least for the amount required for qualification, out of large size contract



## Schedules

### Schedule of Payment Currencies

For .....*insert name of Section of the Works*.....

Separate tables may be required if the various sections of the Works (or of the Bill of Quantities) will have substantially different foreign and local currency requirements. In such a case, the Employer should prepare separate tables for each Section of the Works.

	A	B	C	D
Name of Payment Currency	Amount of Currency	Rate of Exchange to Local Currency	Local Currency Equivalent $C = A \times B$	Percentage of Net Bid Price (NBP) $\frac{100 \times C}{NBP}$
Local currency		1.00		
Foreign Currency #1				
Foreign Currency #2				
Foreign Currency #				
Net Bid Price				100.00
Provisional Sums Expressed in Local Currency	200,000,000	1.00		
<b>BID PRICE</b>				

**- Note -** The rates of exchange shall be the selling rates 28 days prior to the deadline for submission of bids published by the source specified in BDS 15.

## Tables of Adjustment Data

### Table A.1 - Local Currency

Index Code	Index Description	Source of Index	Base Value and Date	Amount	Weighting
a	Nonadjustable	—	—	—	-0.15
b	<b>Material Component:</b>	Wholesale Price Index for all commodities issued by Reserve Bank of India	Indices applicable on 28 days prior to deadline for bid submission	As per cost of work	0.6
c	<b>Labour Component:</b>	Consumer Price Index for Industrial labour for [Insert Name of nearest City for which Index is available] issued by Labour Bureau, Shimla	Indices applicable on 28 days prior to deadline for bid submission	As per cost of work	0.25

#### For the Foreign Currency payment

Foreign currency payments, if any, will be converted into the local currency (INR) at the selling exchange rate, published by Reserve Bank of India, on the last date of quarter for which the index is applicable.

**TECH 1: DraftformatonGuaranteedPowerconsumption**

**Tech 2: DraftformatforUndertakingonLiquidatedDamages**

**Undertaking**

(Bidder or each partner of JV will submit separate undertaking in support of this requirement)

We *(name of bidder)/ (the Bidder/JV partner of bidding entity)* undertake and certify that final Liquidated Damages (LD) due to poor performance has been imposed to the maximum value of eligible LD in --- number of packages out of -----number of contracts completed in last 10 years (from 1<sup>st</sup> April, 2005 to bid submission date).

We *(name of bidder) (the Bidder/JV partner of bidding entity)* undertake and certify that final Liquidated Damages (LD) due to poor performance, has not been imposed to the maximum value of eligible LD in more than 10% of contracts completed in last 10 years (from 1<sup>st</sup> April, 2005 to bid submission date).

Place: -----

Signed by:

Date: -----

-----

-----

(Name of authorized representative)

Name of bidder

Attested by:

-----

(Notary Public)

**Tech 3: DraftformatforUndertakingonRescind/ Terminatedcontracts**

**Undertaking**

(Bidder or each partner of JV will submit separate undertaking in support of this requirement)

I/We *(name of bidder) (the Bidder/JV partner of bidding entity)* undertake and certify that not a single contract has been Rescind/ Terminated due to poor performance of our firm or -----number of contracts were Rescind/ Terminated due to poor performance of our firm out of -----number of contracts in hand of our firm during last 10 years (from 1st April, 2005 to bid submission date).

We *(name of bidder) (the Bidder/JV partner of bidding entity)* further undertake and certify that Rescind/ Terminated contracts due to poor performance of our firm are not more than 5% of contracts in hand during last 10 years (1 April, 2005 to bid submission date).

Place: -----

Signed by:

Date: -----

-----

-----

(Name of authorized representative)

Name of bidder

Attested by:

-----

(Notary Public)

### Tech 4: Draft format for Undertaking on Corporate Debt Restructuring

#### Undertaking

(Bidder or each partner of JV will submit separate undertaking in support of this requirement)

I/We (name of bidder) (the Bidder/JV partner of bidding entity) undertake and certify that our firm (i) has not applied for Corporate Debt Restructuring (CDR) (ii) is not facing follow up action of CDR (iii) is not facing recovery proceedings from Financial Institutions and (iv) are not facing winding up proceedings or those under BIFR in the last 3 financial years (2012-13, 2013-14 and 2014-15) till the date of bid submission.

Place: -----

Signed by:

Date: -----

-----

-----

(Name of authorized representative)

Name of bidder

Signed by:

Attested by

-----

-----

Chartered Accountant/Auditor

(Notary Public)

:

# Form of Bid Security

## (Bank Guarantee)

\_\_\_\_\_ *[Bank's Name, and Address of Issuing Branch or Office]*

**Beneficiary:** \_\_\_\_\_ *[Name and Address of Employer]*

**Date:** \_\_\_\_\_

**BID GUARANTEE No.:** \_\_\_\_\_

We have been informed that \_\_\_\_\_ *[name of the Bidder]* (hereinafter called "the Bidder") has submitted to you its bid dated \_\_\_\_\_ (hereinafter called "the Bid") for the execution of \_\_\_\_\_ *[name of contract]* under Invitation for Bids No. \_\_\_\_\_ ("the IFB").

Furthermore, we understand that, according to your conditions, bids must be supported by a bid guarantee.

At the request of the Bidder, we \_\_\_\_\_ *[name of Bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of \_\_\_\_\_ *[amount in figures]* (\_\_\_\_\_) *[amount in words]* upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

- (a) has withdrawn its Bid during the period of bid validity specified by the Bidder in the Form of Bid; or
- (b) having been notified of the acceptance of its Bid by the Employer during the period of bid validity, (i) fails or refuses to execute the Contract Agreement or (ii) fails or refuses to furnish the performance security, in accordance with the ITB.

This guarantee will expire: (a) if the Bidder is the successful Bidder, upon our receipt of copies of the contract signed by the Bidder and the performance security issued to you upon the instruction of the Bidder; and (b) if the Bidder is not the successful Bidder, upon the earlier of (i) our receipt of a copy your notification to the Bidder of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of the Bidder's bid.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.

\_\_\_\_\_  
*[signature(s)]*

**Note:** All italicized text is for use in preparing this form and shall be deleted from the final product.

---

## **Section VIII. Form of Agreement, Forms of Performance Security and Bank Guarantee for Advance Payment**

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### **NOTES ON AGREEMENT, PERFORMANCE AND ADVANCE PAYMENT SECURITIES**

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Samples of acceptable forms of Agreement, Performance and Advance Payment Securities are annexed.<sup>1</sup> Bidders should not complete the Performance and Advance Payment Security forms at this time. Only the successful Bidder will be required to provide Performance and Advance Payment Securities in accordance with one of the forms or in a similar form acceptable to the Employer.

---

<sup>1</sup> Employers should state in the Bidding and Contract Data the acceptability of one or more of the alternatives and should include in the bidding documents either Alternative Form 1 or 2 of Performance Bank Guarantee, and/or Alternative 3 of the Performance Bond, according to the Employer's preference.

---



## NOTES ON STANDARD FORM OF AGREEMENT

The Agreement should incorporate any corrections or modifications to the Bid resulting from corrections of errors (Instructions to Bidders, Clause 30), price adjustment during the evaluation process (Instructions to Bidders Sub-Clause 14.3 or Clause 14 of the General Conditions of Contract), selection of an alternative offer (Instructions to Bidders Clause 18), or any other mutually-agreeable changes allowed for in the Conditions of Contract, such as changes in key personnel, subcontractors, scheduling, and the like.

This Agreement, made the *[day]* day of *[month]*, *[year]* between *[name and address of Employer]*(hereinafter called “the Employer”) and *[name and address of Contractor]*(hereinafter called “the Contractor”) of the other part.

Whereas the Employer is desirous that the Contractor execute *[name and identification number of Contract]*(hereinafter called “the Works”) and the Employer has accepted the Bid by the Contractor for the execution and completion of such Works and Services and the remedying of any defects therein.

Now this Agreement witnessed as follows:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Services and Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Services and Works and the remedying of defects wherein 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.

In Witness whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

The Common Seal of \_\_\_\_\_

was hereunto affixed in the presence of: \_\_\_\_\_

Signed, Sealed, and Delivered by the said \_\_\_\_\_

in the presence of: \_\_\_\_\_

Binding Signature of Employer \_\_\_\_\_

Binding Signature of Contractor \_\_\_\_\_

## FORM OF PERFORMANCE SECURITY: PERFORMANCE BANK GUARANTEE

\_\_\_\_\_ *[Bank's Name, and Address of Issuing Branch or Office]*

**Beneficiary:** \_\_\_\_\_ *[Name and Address of Employer]*

**Date:** \_\_\_\_\_

**PERFORMANCE GUARANTEE No.:** \_\_\_\_\_

We have been informed that *[name of Contractor]* (hereinafter called "the Contractor") has entered into Contract No. *[reference number of the contract]* dated with you, for the execution of *[name of contract and brief description of Works]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Contractor, we *[name of Bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[amount in figures]()**[amount in words]*,<sup>2</sup> such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire no later than twenty-eight days from the date of issuance of the Taking-Over Certificate, calculated based on a copy of such Certificate which shall be provided to us, or on the \_\_\_ day of \_\_\_\_\_, 2\_\_\_,<sup>3</sup> whichever occurs first. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458, except that subparagraph (ii) of Sub-article 20(a) is hereby excluded.

\_\_\_\_\_  
*[signature(s)]*

<sup>2</sup> The Guarantor shall insert an amount representing the percentage of the Contract Price specified in the Contract and denominated either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Employer.

<sup>3</sup> Insert the date twenty-eight days after the expected completion date. The Employer should note that in the event of an extension of the time for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Employer's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

## ANNEX B FORM: BANK GUARANTEE FOR ADVANCE PAYMENT

\_\_\_\_\_ *[Bank's Name, and Address of Issuing Branch or Office]*

**Beneficiary:** \_\_\_\_\_ *[Name and Address of Employer]*

**Date:** \_\_\_\_\_

**ADVANCE PAYMENT GUARANTEE No.:** \_\_\_\_\_

We have been informed that *[name of Contractor]* (hereinafter called "the Contractor") has entered into Contract No. *[reference number of the contract]* dated \_\_\_\_\_ with you, for the execution of *[name of contract and brief description of Works]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum *[amount in figures]* () *[amount in words]* is to be made against an advance payment guarantee.

At the request of the Contractor, we *[name of Bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[amount in figures]* () *[amount in words]*<sup>4</sup> upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation under the Contract because the Contractor used the advance payment for purposes other than the costs of mobilization in respect of the Works.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Contractor on its account number \_\_\_\_\_ at \_\_\_\_\_ *[name and address of Bank]*.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Contractor as indicated in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that ninety (90) percent of the Contract Price has been certified for payment, or on the \_\_\_ day of \_\_\_\_, 2\_\_\_,<sup>5</sup> whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, **ICC Publication No. 458.**

\_\_\_\_\_  
*[signature(s)]*

<sup>4</sup> The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Employer.

<sup>5</sup> Insert the expected expiration date of the Time for Completion. The Employer should note that in the event of an extension of the time for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Employer's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

**Section IX. Drawings**

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Following Tender Drawings are enclosed with this document for reference *[City to provide all possible drawings and information]*

Drawing No.	Description

*[Insert Name of City]***map**

**Bill of Quantities**  
(Enclosed as Volume II: Price Bid)

**A. Preamble to Bill of Quantities**

1. The Bill of Quantities (BOQ) shall be read in conjunction with the Instructions to Bidders, General and Particular Conditions of Contract, Specifications, and Drawings.
  2. The quantities given in the BOQ 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 Employer's Representative, and valued at the rates and prices bid in the priced BOQ, where applicable, and otherwise at such rates and prices as the Employer's Representative may fix within the terms of the Contract.
  3. The rates and prices bid in the priced Bill of Quantities shall, except as otherwise provided under the Contract, include all construction equipment, labor, supervision, materials, surveying, setting out, erection, maintenance, all lead and lift, insurance, profit, taxes, and duties, together with all general risks, liabilities, and obligations set out or implied in the Contract.
  4. 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.
  5. The method of execution and measurement of completed work for payment shall be in accordance to the respective procedures provided in the Technical Specifications or Particular Specifications under this Contract and in the absence of which shall be in accordance to the relevant BIS Standard and Standard Specification of the State of Haryana or Standard Specification published by the Central Public Works Department, Government of India as the case may be.
  6. Rock is defined as all material that, in the opinion of the Employer's Representative, require blasting, or the use of metal wedges and sledgehammers, or the use of compressed air drilling for their removal, and that cannot be extracted by ripping with a tractor of at least 150 brake horsepower (BHP) with a single, rear-mounted, heavy-duty ripper.
  7. All defective works are liable to be demolished, rebuilt and defective materials replaced by the contractor at his own cost and time
  8. In view of the site location and their prevailing condition, it is mandatory to the Contractor to visit the site and make himself thoroughly familiar with the site conditions, access and account for all possible difficulties and other requirements mentioned elsewhere in his bid prior to submission. When a contractor submits his bid for this work, it will be considered that he has quoted for this work with full and complete knowledge of the site and prevailing conditions, and no claim for additional compensation shall be entertained on this account.
  9. Description of items in this BOQ is by itself not complete, and for a full description the BOQ should be read together with the Technical Specifications and Drawings. Rates quoted in the BOQ are deemed to have included all aspects covered in the Preamble and Technical Specifications, and all features and details shown in the Drawings.
  10. The Bidder shall, in the course of studying the bid document, point out all his/her remarks on the documents and make all his/her queries to the Employer who will study these remarks and clarify any discrepancy between the Bidding Documents.
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11. Submissions shall be strictly in accordance with the documents and shall not be qualified in any way. The Bidder shall not alter the text of the BOQ.
  12. Extra and excess items of work shall not vitiate the Contract. The Contractor shall be bound to execute extra items of work as directed by the Engineer. The rates for extra items will be as per rates decided under Contract Conditions.
  13. For the evaluation process, if requested by the Evaluation Committee, the Contractor shall provide a sheet analysis for all priced items showing how the rate entered was derived.
  14. The rates shall be deemed to include all the cost of Works described in the Bidding Documents to operate, maintain and manage the water supply and services in *[Insert Name of City]* per the scope of work.
  15. The Bidder shall satisfy himself/herself as to the meaning of every item in the BOQ. The rates and prices inserted in the BOQ by the bidder shall be deemed to cover all costs, taxes, customs and import duties, levies, profits, risks, liabilities, insurance and obligations set forth or implied in the bid, as well as proper operation, maintenance and management of the Works including, but not limited to the following:
    - (i) All labour and Materials including consumables;
    - (ii) All temporary work of every description required including over ground pumping and other requirements to avoid disruption to the service whilst maintenance or repair work is carried out;
    - (iii) The provision and use of all equipment, tools and Plant of every kind, whether mechanical or non-mechanical, required for the expeditious carrying out of the Works in their proper sequence;
    - (iv) Provision for scaffolding, staging, guard rails, temporary stairs, temporary access during execution, approach roads up to the Site for the movement of vehicles, and heavy excavation machinery with supporting transport facility;
    - (v) Provision for excavation, back-filling, bringing to the Site extra fill for back-fill, making good and reinstating surfaces, disposing of surplus material, dealing with all ground water and wastewater flows, and for work in close proximity to other utility apparatus including protecting that apparatus;
    - (vi) Provision for work on pipe line corridors such as traffic control measures, safety barriers, obtaining any approvals and permits from authorities, and reinstatement of surfaces;
    - (vii) Cooperation and coordination of the work with related authorities, other contractors and utilities, including obtaining their permission before starting the related Works if required; and
    - (viii) Providing security arrangements to guard the Site and premises at all times and to maintain strict control on the movement of Materials and labor until the completion of the work.
  16. All electricity costs and initial connection charges etc. associated with operations shall be paid by *./[Insert executing agency]* directly to the electricity service provider. The power connections shall be obtained in the name of *./[Insert executing agency]*, the charges of which will be paid by *./[Insert executing agency]/ [Insert executing agency]* directly to electricity department or reimbursed under provisional sum if paid by the Contractor.
  17. The serviceable materials, recovered while shifting of utilities as ascertained by the Project Manager, shall be deposited at designated store yards or as directed by the Project Manager. No payment shall be made to the Contractor in this regard.
  18. Works itemized in the BOQ will be subject to measurement. Such measurement will be in the unit of measurement shown the BOQ and payment shall be made on the measured quantities.
  19. Any item of work which is specified and required for the proper operation, maintenance and management of Works, but not included or itemized in the BOQ, shall be treated as an extra item and will be paid separately.
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20. All rules and regulations of the labor department, contract labor Laws, provident fund and employee state insurance and connected Laws, and all other Laws of the land are to be complied with by the Bidder within the quoted rates.
21. *[Insert executing agency]* will provide required space for construction of service centers, office and stores may be in campuses or at suitable locations. No land will be provided by the Employer to the Contractor for constructing any structure for his labor, workman and supervisory camps, un-authorized hutments, at the Site or within the premises. The Contractor shall make his/her own arrangements for the same outside the premises/boundary. These, if any, shall be with the knowledge of and prior approval of the Employer's Representative.
22. The Provisional Sum included and so designated in the BOQ shall be expended in whole or in part at the direction and discretion of the Employer's Representative in accordance with the Conditions of Contract. It will be used by the Employer's Representative for nominated sub-contractors, line agencies, installation of power connections/power feeder by the electricity department, third party inspecting agencies, charges levied by statutory electrical, telephone, or other authorities, or for other miscellaneous works. The use of the Provisional Sum will also be for relocation of utilities above or underground that conflict with the existing or permanent line or level of the Works, independent sampling and laboratory testing, as directed by the Employer's Representative, replacement or compensation for plants and trees removed due to the Worksetcas directed by the Employer's Representative.
23. Operation Service costs which include operation, maintenance and management of entire system, shall not be less than 20% of design build costs. If bidder's evaluated bid price for Operation Service Cost is less than the cost proposed above, Operation Service Costs will be increased and design build costs will be accordingly reduced to keep the evaluated amount of entire scope of services same. Adjustment for such amount shall be done by Employer in consultation with the successful bidder before award of contract.
24. Metric System and Abbreviations

Millilitre	ml	
Million Litres per Day		mld
Million Litre		ML
Litre		ltr
Linear meter		m
Gram	gm	
Square metre		m <sup>2</sup>
Cubic metre	m <sup>3</sup>	
Number	No.	
Kilogram	kg	
Lump Sum	LS	
Indian Rupees		Rs
Millimetre	mm	
Square Centimetre	cm <sup>2</sup>	
Square Millimetre	mm <sup>2</sup>	

25. The abbreviations used in the Specification and BOQ shall be read as follows:

IS	Indian Standard
BHP	Brake Horsepower
BS	British Standard
Cm or CM or cm	Centimeter
Cum or CUM	Cubic Meter



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MM or mm	Millimeter /s
Rm or RM or RMT	Running Meters
Sqm	Square Meters
SqKm	Square Kilometers
Qty.	Quantity
Drg.	Drawing
No. or Nos.	Number or Numbers
PCC	Plain Cement Concrete
RCC	Reinforced Cement Concrete
Rs.	Indian Rupees

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