

Ref Number: CSML/Main Road/RFP/002

Date: 16-10-2018

Cochin Smart Mission Limited



Smart City
MISSION TRANSFORM-NATION

Bidding document

For

Development of Smart Roads & Other Roads in West Kochi under Smart City Mission

MANAGING DIRECTOR

COCHIN SMART MISSION LIMITED (CSML)

10th Floor, Revenue Tower, Park Avenue, Kochi - 682 011,

India. PHONE: 0484-2350355

E-MAIL: csmltenders@gmail.com

**REVISED NOTICE INVITING TENDER (NIT)
(NATIONAL COMPETITIVE BIDDING)**

Cochin Smart Mission Limited
10th Floor, Revenue Tower, Park Avenue,
Kochi - 682 011, India.
Phone: 0484-2350355, 2380980
E-mail: csmltenders@gmail.com

No. CSML/ Main Roads /RFP/002

Date: 16/10/2018

Cochin Smart Mission Limited (CSML) invites online bids from eligible bidders through website www.csml.co.in, www.kochimetro.org and www.etenders.kerala.gov.in - under organization name – “Kochi Metro Rail Ltd.” for “Development of Smart Roads & Other Roads in West Kochi under Smart City Mission”

The details are as under.

Sl. No.	Event's Name	Information
1.	Organization	Cochin Smart Mission Limited (CSML)
2.	Project	Smart City Projects under Smart City Mission
3.	NIT No.	CSML/ Main Roads /RFP/002
4.	Name of Work	Development of Smart Roads & Other Roads in West Kochi under Smart City Mission
5.	Time for Completion	20 months (including monsoon period)
6.	Form of Contract and Class of Contract	Open Tender Two Cover bidding (E- Tender) National Competitive Bidding
7.	Type of Tender	Item rate - BOQ based contract

8.	Tender document Fee	Rs.88,500 (Rupees Eighty Eight Thousand Five Hundred Only) through Online e-Tendering Payment Gateway (https://etenders.kerala.gov.in) only.
9.	Bid security / Earnest Money Deposit (EMD)	Rs. 1.10 Crore (Rupees One Crore Ten Lakh Only) in the form of Bank guarantee issued by a scheduled commercial bank in India drawn in favour of Managing Director, CSML, payable at Kochi. Validity of Bid security shall be 28 days beyond the Validity of Bids. In case of Joint venture, Bid security shall be in the name of the JVA that submits the bid.
10.	Bid Document Downloading Start Date	17 th October 2018 11:00 Hours
11.	Last date for sending pre-bid queries	23 th October 2018 till 17:00 hrs. at https://etenders.kerala.gov.in OR csmltenders@gmail.com
12.	Date, Time & Place of Pre-bid Meeting	24 th October, 2018 at 15:00 hrs. Venue: Kochi Cochin Smart Mission Limited, 10 th Floor, Revenue Tower, Park Avenue, Kochi - 682 011, India.
13.	Last date for Online Purchase of Tender Document	12 th November 2018, till 17:30 hrs.
14.	Last date of Online Submission of Bids	13 th November 2018, till 17:30 hrs.
15.	Last date of submission of original EMD, Joint Venture Agreement and Power of Attorney (Hard copy)	16 th November 2018, till 14:00 hrs.
16.	Date & Time for Opening of Technical	16 th November 2018, at 15:00 hrs.

	Bids	
17.	Date & Time for Opening of Financial Bids	Intimated later to the Technically qualified bidders as per Clause 24.2 ITB
18.	Bid Validity	180 days from the latest date of opening of Technical Bids
19.	Officer Inviting Bids	Managing Director, CSML
20.	Bid Clarification and Queries Addressed to	https://etenders.kerala.gov.in OR General Manager Email: csmltenders@gmail.com

Cochin Smart Mission Limited

e-Tender Submission Guidelines

1. The Bid should be submitted online at website <http://etenders.kerala.gov.in> by the due date and time, as specified in the NIT. Late/delayed tenders submitted online after the due date and time, for whatsoever reasons will not be considered. The Server Date & Time as appearing on the website. <http://etenders.kerala.gov.in> shall only be considered for the critical date and time of tenders. Offers sent through post, telegram, fax, telex, e-mail, courier will not be considered.
2. Partially completed/incomplete bids shall not be considered.
3. All communication shall be done online through website <http://etenders.kerala.gov.in> OR csmltenders@gmail.com
4. Bidders shall be required to arrange all resources, including Digital Signature Certificates and Internet Connections at their own cost, for participating in online tenders at <http://etenders.kerala.gov.in>.
5. M/s Cochin Smart Mission Limited (CSML) shall not be responsible for any delays what so ever in receiving as well as submitting offers, including connectivity issues. M/s. Cochin Smart Mission Limited (CSML) shall not be responsible for any other delays in submitting any documents wherever applicable.
6. M/s. Cochin Smart Mission Limited (CSML) will not be responsible for the cost incurred in preparation and submission of bids including the cost of digital certificate, regardless of the conduct of outcome of the bidding process.
7. **Two cover system**

If two bid systems is insisted, Bidders are required to submit offer in Two covers, namely

“Tender Submission Fee / EMD / Power of Attorney / Joint Venture Agreement / Prequalification including Technical Bid “-- **Cover - I**

And

“Financial Bid” ---Cover –II

8. Cover-I (Tender Submission Fee / EMD / Power of Attorney / Joint Venture Agreement / Prequalification including Technical Bid)

- a) **Tender Fee**– To be paid online at <http://etenders.kerala.gov.in> only.
- b) **EMD** – To be paid in the form of Bank guarantee issued by a scheduled commercial bank in India in the format prescribed in RFP. The scanned copy of Bank Guarantee (EMD) to be uploaded in the e-tender website www.etenders.kerala.gov.in. Original EMD to be submitted (in a sealed envelope mentioning name of work) in the Tender Box at the CSML office, 10th Floor, Revenue Towers, Park Avenue, Ernakulum – 682011 before due date and time for submissions of original EMD, Joint Venture Agreement and Power of Attorney (Hard copy) mentioned in NIT/ RFP/ Bidding document/ latest Corrigendum.
- c) **Power of Attorney (PoA) & Joint Venture Agreement** – to be scanned and uploaded in the e-tender website. Original PoA to be submitted (in a sealed envelope mentioning name of work) in the Tender Box at the CSML office, 10th Floor, Revenue Towers, Park Avenue, Ernakulum – 682011 before due date and time for submissions of original EMD, Joint Venture Agreement and Power of Attorney (Hard copy) mentioned in NIT/ RFP/ Bidding document/ latest Corrigendum.
- d) **Prequalification including Technical Bid**– Bidders are requested to upload the scanned copies of the following details along with documents indicated in NIT/ RFP/ Bidding document/ latest Corrigendum “online”.
- i) The scanned copy of the NIT/ Bidding document/ latest Corrigendum including Prebid Minutes and Addendum (if any) duly signed and stamped in all pages.
 - ii) Notorized, Scanned copies of Prequalification / Technical Qualification supporting documents, signed scanned copies of various forms, Letter of Technical Bid, including Technical Bid.
 - iii) All documents signed and scanned including GCC, SCC, Annexures to GCC, SCC as detailed in the Bidding document,

9. Cover-II (Financial Bid)

- Bidders are requested to quote rates in the Finance cover (BOQ) only.
- Price bid to be uploaded only in e-tender website: <http://etenders.kerala.gov.in>
- PLEASE DO NOT QUOTE/MENTION RATES ANYWHERE ELSE IN THE TENDER OTHER THAN BOQ
- In the Bid submitted by the bidder, if the prices or price bid are disclosed anywhereelse otherthan in the BOQ, the Bid / tender would be liable for disqualification and would summarily be rejected

10. In case if applicant does not hold any document, which need to be uploaded OR there is no need to upload the mentioned document please upload a scanned copy stating the reason for not uploading OR a blank sheet for proceeding with tendering. Provisions for uploading cannot be left blank.

11. Please note that queries related to enquiry specifications, terms & conditions etc can be submitted to General Manager Email: csmltenders@gmail.com before the Last date & time for sending Pre-bid queries specified in the NIT.

12. Tender opening will be done online at the time and dates specified in NIT/ RFP/ Bidding document/ latest Corrigendum.
13. The bidders are requested to go through the instruction to the bidders in the website <http://etenders.kerala.gov.in>. The bidders who submit their bids for this tender after digitally signing using their Digital Signature Certificate (DSC), accept that they have clearly understood and agreed the terms and conditions in the website including the terms and conditions of this tender.
14. In case of any queries on e-tender, Bidder may Contact below mentioned helpdesk

e-tender helpdesk of Kerala IT Mission:

[Phone number : 0484-2332262](tel:0484-2332262)

15. M/s. Cochin Smart Mission Limited (CSML) reserves the right to accept any offer in whole or in part or reject any or all offers without assigning any reason M/s Cochin Smart Mission Limited (CSML) reserves right to accept any or more offers in part. Decision of M/s. Cochin Smart Mission Limited (CSML) in this regard shall be final and binding on the bidder.
16. M/s. Cochin Smart Mission Limited (CSML) reserves the right to cancel any tender/ bidding process at any stage without assigning any reason.
17. Corrigendum / addendum, which form part of the tender document, shall be published in the e-tender website (<http://etenders.kerala.gov.in>) aswell as CSML website <http://csml.co.in/tenders> and bidders are advised to check the websites regularly for the updates related to the tender before submitting the Bid.

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Bidding document for Integrated Infrastructure Development of Smart Roads & NMT Roads including Electrical works, Power Cabling, Underground Utility Ducting and Storm Water Drainage Under Area Based Development of Kochi Smart city



COCHIN SMART MISSION LIMITED

VOLUME-1

VOLUME- 1 Includes

- ❑ **Section-I**
- ❑ **Section-II**
- ❑ **Section-III**
- ❑ **Section-IV**
- ❑ **Section-VI**
- ❑ **Section- VII**
- ❑ **Section- VIII**
- ❑ **Section- IX**

VOLUME- 2 Includes

- ❑ **Section-V**

VOLUME- 3 Includes

- ❑ **Bill of Quantities(BOQ) .xls file (Part of Section IV)**

VOLUME- 4 Includes

- ❑ **Drawings .pdf file (Part of Section IX)**

Section I. Instructions to Bidders

Section I. Instructions to Bidders

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Section I. Instructions to Bidders

<u>Clause</u>	<u>Sub- Clause</u>	<u>Provision</u>
A. General		
1. Scope of Bid		<p>The Procuring Entity / Employer, as defined in the Bid Data Sheet (BDS), hereinafter called the “Employer” wishes to receive bids for the Works and Services identified in the Bid Data Sheet for the ‘Development of Smart Roads & Other Roads in West Kochi under Smart City Mission, (Ward Number 1,2,3,4 & 5) of Kochin corporation, Ernakulam district in Kerala State. The Contract will cover the service area indicated in the Bid Data Sheet and consisting of:</p> <p>The Contractor shall undertake</p> <ul style="list-style-type: none"> (a) Detailed investigations, surveys of various infrastructures mentioned below in the service area. (b) Works related to development of urban Roads consisting of Smart roads and OTHER roads, landscaping, streetscaping, pedestrian footpath, Junction improvement, Place making along the roads and beautification, provision of smart street furniture, creating and developing basic conveniences along the roads. Development with special focus on specially abled persons. Work will also include Development and remodeling of existing/ new Storm Water Drainage system taking remedial measures during the contract period. Details shall be as described in Bid Data Sheet. (c) To develop infrastructure for up-gradation and relaying of power cable and distribution network, scope shall also include undergrounding of cables in the areas described

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<u>Clause</u>	<u>Sub- Clause</u>	<u>Provision</u>
		<p>in Bid Data Sheet.</p> <p>Electical Scope of works majorly includes following:</p> <ul style="list-style-type: none">(i). replacement of existing HT(11 KV) and LT (415 Volts) overhead lines and transformers on proposed smart roads with Compact Substation Consisting 11 KV RMU, Transformer and Low voltage panels along with undergrounding of HT, LT and data / telephone cables in RCC trench / HDPE ducts. The LT power supply from Compact substation is fed to feeder pillar and service connection to consumers is planned to lay through HDPE ducts along with smart meters. Replacement of the electric poles with feeder pillar where ever space is available.(ii). Along the OTHER roads, where ever possible, undergrounding of 11 KV can be done and duct for laying data cable also proposed. In certain area like tourist circuit, undergrounding of overhead power lines along with installation of compact substation is envisaged.(iii). The 11 KV feeders, the Ring Main units (RMUS) of compact substations and Smart Energy meters should be connected to Supervisory Control & Data Acquisition System (SCADA) system.(d) Works to develop infrastructure for utility ducts on all important roads as decided by the SPV and as described in Bid Data Sheet.(e) Works related to all basic infrastructure facilities enabling to integrate the same with Command and control centre as described in Bid Data Sheet.

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<u>Clause</u>	<u>Sub- Clause</u>	<u>Provision</u>
		The identification number of the Bidding are provided in the BDS .
	1.2	The successful bidder will be expected to carry out the Works and Services during the period stated in the Bid Data Sheet (BDS) .
	1.3	Throughout these Bidding Documents: (a) the terms “bid”, “tender” and “proposal” and their derivatives (“bidder / tenderer”, “bid / tender”, “tendered / proposed”, “bidding / tendering”, “bidding document / request for proposal / tender document”, etc.) are synonymous (b) the term “in writing” means communicated in written form and delivered against receipt; (c) except where the context requires otherwise, words indicating the “singular” also include the “plural” and words indicating the “plural” also include the “singular”; and (d) “day” means calendar day.

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<u>Clause</u>	<u>Sub- Clause</u>	<u>Provision</u>
2. Source of Funds	2.1	The Implementing authority namely Cochin Smart Mission Limited (CSML) (hereinafter called “Authority” / “Department”) indicated in the BDS will receive funding from Government of India and the State Government / Kochi Municipal Corporation for implementing projects under Smart City Mission of Area Based Development of Kochi Smart city toward the cost of the project named in the BDS . The Authority intends to apply a portion of the funds to eligible payments under the contract(s) for which these Bidding Documents are issued.
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 of the following requirements: <ul style="list-style-type: none"> (a) A Bidder may be a natural person, private entity or any combination of such entities supported by an agreement in the form of a joint venture (JV). In the case of a JV: (b) A Bidder, and all partners constituting the Bidder, shall have the nationality of Employer’s country A Bidder shall be deemed to have the nationality of a country if the Bidder is a citizen or is constituted, incorporated, or registered and operates in conformity with the provisions of the laws of Employer’s country. This criterion shall also apply to the determination of the nationality of proposed subcontractors or suppliers for any part of the Contract including related Services (c) A Bidder may be a natural person, private entity or any combination of such entities supported by an

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<u>Clause</u>	<u>Sub- Clause</u>	<u>Provision</u>
		<p>agreement in the form of a joint venture (JV). In the case of a JV:</p> <ul style="list-style-type: none"> i. unless otherwise specified in the BDS, all partners shall be jointly and severally liable, for the execution of the Contract in accordance with the Contract terms, 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. <p>(d) A bidder shall not be affiliated with a firm or entity</p> <ul style="list-style-type: none"> (i) that has provided consulting services related to the Works to either the Employer or the Authority 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. <p>(e) A bidder shall be technically qualified for the contract as notified by the Employer.</p> <p>(f) A bidder shall not be under a declaration of ineligibility for corrupt or fraudulent practices issued by the Employer.</p>

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<u>Clause</u>	<u>Sub- Clause</u>	<u>Provision</u>
	3.2	<p>A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if :</p> <ul style="list-style-type: none">(a) they have at least one controlling partner in common; or(b) they receive or have received any direct or indirect subsidy from any of them; or(c) they have the same legal representative for purposes of this bid; or(d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder, or influence the decisions of the Employer regarding this bidding process; or(e) a Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which such Bidder is involved. However, this does not limit the inclusion of the same subcontractor in more than one bid; or(f) a Bidder participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the bid;(g) a Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Employer or Borrower as Engineer for the Contract implementation.

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<u>Clause</u>	<u>Sub- Clause</u>	<u>Provision</u>
	3.3	Bidder Should not have failed in the last three (3) years to perform on any contract or been expelled from or abandoned any PWD, Government of Kerala work, any other State Government, Central Government or have any of their works rescinded for any reason. (A declaration to this effect shall be furnished).
	3.4	Government-owned entities in the Employer’s country shall be eligible only if they can establish that they are legally and financially autonomous and operate under commercial law. Also, they shall not be dependent agencies of the Employer.
	3.5	Bidders shall provide such evidence of their continued eligibility satisfactory to the Employer, as the Employer shall reasonably request.
4. Eligible Materials, Equipment, and Services		Deleted
5. Qualification of the Bidder	5.1	<p>Bidders shall, as part of their bid:</p> <ul style="list-style-type: none"> (i) submit a written power of attorney authorizing the signatory of the bid to commit the bidder; and (ii) deleted <p>As a minimum, bidders shall update the following information:</p> <ul style="list-style-type: none"> (a) evidence of access to lines of credit and availability of other financial resources; (b) financial predictions for the current year and the two

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		<p>following years, including the effect of known commitments;</p> <p>(c) work commitments;</p> <p>(d) current litigation information; and</p> <p>(e) Availability of critical equipment.</p>
	<p>5.2</p>	<p>Bids submitted by a joint venture of two or more firms as partners shall comply with the following requirements:</p> <p>(a) the bid shall include all the information listed in Sub-Clause 5.1 ITB above;</p> <p>(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;</p> <p>(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;</p> <p>(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;</p>

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		<p>(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</p> <p>(f) a copy of the Joint Venture Agreement entered into by all partners shall be submitted with the bid.</p> <p>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 ITB above.</p>
<p>6. One Bid per Bidder</p>	<p>6.1</p>	<p>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.</p>
<p>7. Cost of bidding</p>	<p>7.1</p>	<p>The bidder shall bear all costs associated with the preparation and submission of his bid, and the Procuring entity / Employer will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process. Submission of a bid does not entitle</p>

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		the bidder to claim any cost and rights over AUTHORITY and AUTHORITY shall be at liberty to cancel any or all bids without giving any notice. All materials submitted by the bidder shall be the absolute property of AUTHORITY and no copyright etc. shall be entertained by AUTHORITY.
	7.2	Bidding document can be downloaded free of cost from the website www.etenders.kerala.gov.in . RFP Document Fee / Bid Submission fee / Tender fee specified in BDS shall be paid through online e-Tendering Payment Gateway only (https://etenders.kerala.gov.in) for submission of bid. The RFP document fee / Bid submission Fee / Tender fee shall be non-refundable. Without the payment of Bid Fee, the bids will be taken as incomplete and non-responsive and shall not be considered.
8. Site Visit	8.1	The bidder is advised to visit and examine the areas / site of Works in which the Works / 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 construction of the Works / services to be provided under the contract. The costs of visiting the Site shall be at the bidder’s own expense.
	8.2	The Bidder and any of its personnel or agents will be granted permission by the Employer to enter upon its premises and lands for the purpose of such visit, provided the Bidder gives AUTHORITY adequate notice of not less than 7 (Seven) days prior to such proposed visit. But only upon the express condition that the Bidder, its personnel, and agents will release and indemnify the “Procuring entity” / “Employer” and its personnel and agents from

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		and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.
	8.3	No site visits shall be arranged or scheduled after the deadline for the submission of the Bids and prior to the award of Contract.
B. Bidding Documents		
9. Content of Bidding Documents	9.1	<p>The bidding documents are those stated below and should be read in conjunction with any Addenda issued in accordance with Clause 11 ITB:</p> <p>(A) Technical bid (Volume 1 & 2) Comprising of-</p> <p><u>Volume 1:</u></p> <ul style="list-style-type: none"> (i) Invitation for Bids / Notice Inviting Tender (NIT) (ii) Section I. Instructions to Bidders(ITB) (iii) Section II. Bid Data Sheet (BDS) (iv) Section III Qualification Criteria (v) Section IV Bidding Forms (vi) Section VI. General Conditions of Contract(GCC) (vii) Section VII. Special Conditions of Contract (SCC) / Contract Data (viii) Section VIII. Annex to Special Conditions- Contract Forms (Form of Agreement, Forms of Performance Security, and Bank Guarantee for Advance Payment)

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<u>Clause</u>	<u>Sub- Clause</u>	<u>Provision</u>
		<p>(ix) Section IX. Drawings</p> <p><u>Volume 2:</u></p> <p>(i) Section V. Employer’s Requirements / Works requirements including Scope of work, Technical Specifications</p> <p>(B) Price Bid/ Financial Bid (Volume 3) Comprising of-</p> <p><u>Volume 3:</u></p> <p>(i) Bill of Quantities (BOQ), Microsoft excel file (.xls format)</p>
		<p>9.2 The Employer is not responsible for the completeness of the Bidding Documents and their addenda, if they were not obtained directly from the source stated by the Employer in the Notice Inviting Tender (NIT) / Invitation for Bids.</p> <p>9.3 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents. Failure to furnish all information or documentation required by the Bidding Documents may result in the rejection of the bid.</p> <p>Failure to comply with the requirements of this RFP / Bidding document may render the bid non-compliant and the Bid may be rejected.</p> <p>Bidders must:</p> <ul style="list-style-type: none"> (a) Include all documentation specified in this RFP / Bidding document, in the bid (b) Follow the format of this RFP / Bidding document while developing the bid and respond to each element in the order as set out in this RFP / Bidding document

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	<p>(c) Comply with all requirements as set out within this RFP / Bidding document</p> <p>The Bidder shall be deemed to have carefully examined the Terms & Conditions, Scope, Service Levels, Specifications, and Schedules of this RFP / Bidding document.</p> <p><i>The Bidder shall furnish through e-tendering all information or documentation required by the Bidding Documents.</i></p>
<p>10. Clarification of Bidding Documents, Pre-Bid Meeting</p>	<p>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 “Procuring entity”s / “Employer”s e- mail address indicated in the Bid Data Sheet or raise their enquiries before the stipulated date for sending pre-bid queries for the pre-bid meeting if provided for in accordance with Clause 11 ITB.</p> <p>10.2 The “Procuring entity” / “Employer” will respond to any request for clarification that they receive before the stipulated last date and time (indicated in NIT / RFP / Bidding document / Corrigendum -whichever is latest) for sending Pre-bid queries for the scheduled pre-bid meeting. Copies of the “Procuring entity” / “Employer”s response will be published on e-Tendering Portal as indicated in BDS, i.e. www.etenders.kerala.gov.in, including a description of the inquiry but without identifying its source. Should the clarification result in changes to the essential elements of the Bidding Documents, the “Procuring entity” / “Employer” shall amend the Bidding Documents following the procedure under Clause 11 ITB and Sub-Clause 22.2 ITB at their discretion.</p>

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	10.3	<p>The Bidder's designated representative is invited to attend a pre-bid meeting on the stipulated date and time (indicated in NIT / RFP / Bidding document / Corrigendum - whichever is latest) if provided for in the BDS. The representatives, limited to 3, of the interested organizations may attend the pre-bid meeting at their own cost. The purpose of the meeting is to provide bidders with information regarding the RFP / Bidding document and the proposed works / service requirements in reference to the RFP / Bidding document and to clarify issues and to answer questions on any matter that may be raised at that stage. Pre-Bid meeting will also provide each bidder with an opportunity to seek clarifications regarding any aspect of the RFP / Bidding document and the project.</p>
	10.4	<p>All Bidders shall e-mail their queries to csmltenders@gmail.com in the format of "Form Pre-Bid" as prescribed in Section IV Bidding Forms to reach the Employer before the stipulated date for sending pre-bid queries. Queries received beyond stipulated last date and time will not be considered.</p>
	10.5	<p>Minutes of the pre-bid meeting, including the text of the questions raised, without identifying the source, and the responses given, together with any responses prepared after the meeting, will be published on e-Tendering Portal i.e. www.etenders.kerala.gov.in. No telephonic / queries will be entertained thereafter. This response of AUTHORITY shall become integral part of RFP / Bidding document. AUTHORITY shall not make any warranty as to the accuracy and completeness of responses. Any modification to the Bidding Documents that may become necessary as a result of the pre-bid meeting shall be made by the Employer</p>

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		exclusively through the issue of an Addendum pursuant to Clause 11 ITB.
	10.6	Non-attendance at the pre-bid meeting will not be a cause for disqualification of a Bidder.
	10.7	AUTHORITY shall endeavor to respond to the questions raised or clarifications sought by the Bidders. However, AUTHORITY reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this clause shall be taken or read as compelling or requiring AUTHORITY to respond to any question or to provide any clarification especially to those queries which were received beyond the stipulated last date for sending Pre-Bid queries.
	10.8	AUTHORITY may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. It may issue supplements to this RFP/ bidding document. Any such corrigendum shall be deemed to be incorporated by this reference into this RFP / Bidding document. All clarifications and interpretations issued by AUTHORITY shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by AUTHORITY or its employees or representatives shall not in any way or manner be binding on AUTHORITY.
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.

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	11.2	<p>Any addendum thus issued shall be part of the Bidding Documents pursuant to Sub-Clause 9.1 ITB. All the Corrigendum / Addendum made in the document would be published on the e-Tendering Portal i.e. www.etenders.kerala.gov.in and shall be part of RFP / Bidding document.</p> <p>The Bidders are advised to visit the e-tendering portal (www.etenders.kerala.gov.in) on regular basis to check for necessary updates. AUTHORITY also reserves the right to amend the dates mentioned in this RFP / Bidding document.</p>
	11.3	<p>To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer may extend the deadline for the submission of bids at its discretion, pursuant to Sub-Clause 22.2 ITB.</p>
C. Preparation of Bids		
12. Language of Bid	12.1	<p>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 Bid Data Sheet (BDS). 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/govern.</p>

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<u>Clause</u>	<u>Sub- Clause</u>	<u>Provision</u>
<p>13. Documents Comprising the Bid</p>	<p>13.1</p>	<p>The bid submitted by the bidder shall comprise the following:</p> <p>(A) Technical bid which contains the following parts in the following order:</p> <ul style="list-style-type: none"> (i) Letter of Technical Bid (ii) Part I - the information required to be furnished as part of Technical Proposal as indicated in Clause 13.2; (iii) Part II - the Bid Security; in accordance with ITB 19; (iv) Part III - where applicable, the joint venture agreement - 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 in accordance with ITB 20.2; (vi) Part V - optional, pre-printed literature (required if any); and (vii) the duly filled-in Letter of Technical Bid / Form of Bid; (viii) the Appendix to Bid- Schedule of Adjustment data <p>(B) the Financial Bid which consists of:</p> <ul style="list-style-type: none"> (i) Duly Completed- priced Bill of Quantities <p>Any other document required in the BDS.</p>

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<u>Clause</u>	<u>Sub- Clause</u>	<u>Provision</u>
	13.2	<p>Part I of the Technical bid shall consist of the following sub-parts in the following order:</p> <ul style="list-style-type: none">(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;(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

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	13.3	<p>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,</p> <ul style="list-style-type: none">(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,<ul style="list-style-type: none">(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	<p>In addition to the requirements under Sub-Clause 11.1 ITB, bids submitted by a JVA shall include a copy of the Joint Venture Agreement entered into by all partners. Joint Venture Agreement shall be signed by all partners and submitted with the bid,</p> <p><i>The Bidder shall upload through e-tendering a Technical Proposal / Technical bid as detailed above.</i></p>

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<u>Clause</u>	<u>Sub- Clause</u>	<u>Provision</u>
14. Letter of Technical Bid and Schedules	14.1	The Letter of Technical Bid and Schedules, including the Bill of Quantities, shall be prepared using the relevant forms furnished in this RFP / Bidding document. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under Sub-Clause 20.2 ITB . All blank spaces shall be filled in with the information requested.
15. Alternative Bids	15.1	Bidders shall prepare their bids in accordance with the bidding document. Unless otherwise indicated in the BDS , alternative bids shall not be considered during bid evaluation, except if so indicated in the Bid Data Sheet .
	15.2	When alternative times for completion are explicitly invited, a statement to that effect will be included in the Bid Data Sheet , as will the method of evaluating different times for completion.
	15.3	Except as provided under Sub-Clause ITB 15.4 below, Bidders wishing to offer technical alternatives to the requirements of the Bidding Documents must first price the Employer’s design as described in the Bidding Documents and shall further provide all information necessary for a complete evaluation of the alternative by the Employer, including drawings, design calculations, technical specifications, breakdown of prices, and proposed construction methodology and other relevant details. Only the technical alternatives, if any, of the lowest evaluated Bidder conforming to the basic technical requirements shall be considered by the Employer.

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	15.4	When specified in the BDS , Bidders are permitted to submit alternative technical solutions for specified parts of the Works, and such parts will be identified in the Bid Data Sheet , as will the method for their evaluating, and described in Section V, Works Requirements / Employer's Requirements .
16. Bid Prices	16.1	Entire works and services as described in Sub-Clause 1.1 shall be based on a Performance Fee. All services are paid for each item of work specified as per the unit rates in the Bill of Quantities (BOQ).
	16.2	<p>The prices quoted by the Bidder in the Bill of Quantities shall conform to the requirements specified below.</p> <p>(i) The Bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items against which no rate or price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed covered by the rates for other items and prices in the Bill of Quantities.</p> <p><i>The Bidder shall fill in unit rates in figures for all items of the Works described in the Bill of Quantities. The system will automatically convert the unit rates mentioned in figures to words and also calculate the amount of that item as well as the total Bid value.</i></p> <p>(ii) The price quoted in the Price bid ie. Bill of quantities shall be the total price of the bid.</p>

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	16.3	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.
	16.4	<p>Except if the Bid Data Sheet 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- Schedule of Adjustment data” in the prescribed format included in Section IV Bidding Forms, 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.</p> <p><i>The Bidder shall furnish the weightings through e-tendering, for the price adjustment formulae in the “Appendix to Bid- Schedule of Adjustment Data”. If the same is not furnished it will be deemed as null and void and Contractor shall not claim for the same.</i></p>
17. Currencies of Bid and Payment	17.1	The currency (ies) of the bid and the currency(ies) of payments shall be as specified in the BDS .
18. Bid Validity	18.1	Bids shall remain valid for the period specified in the BDS from the latest Technical bid opening date prescribed by the Employer in accordance with Sub-Clause 22.1 ITB . A bid valid for a shorter period shall be rejected by the Employer as non responsive.

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	18.2	In exceptional circumstances, prior to expiry of the original bid validity period, the Employer may request Bidders to extend the period of validity of their bids 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 for the requested period and also shall extend bid security validity for twenty-eight (28) days beyond the deadline of the extended validity period and in compliance with Clause 19 ITB in all respects.
19. Bid Security	19.1	The Bidder shall furnish as part of its bid, a bid security as specified in the BDS , in original form and, in the case of a bid security, in the amount and currency specified in the Bid Data Sheet (BDS) .
	19.2	If a bid security is specified pursuant to Sub-Clause 19.1 ITB , (i) the bid security shall be substantially in accordance with forms as specified in the Bid Data Sheet (BDS) . Out of various forms specified in BDS , at the Bidder's option, the same shall be provided in one of the form. Prescribed Forms / Format of bid security included in Section IV Bidding Forms .

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		<p>(ii) The bid security shall be valid for twenty-eight (28) days beyond the original validity period of the bids. Further, if requested under Sub-Clause 18.2 ITB, should be valid twenty-eight (28) days beyond the extended validity period of the bids</p> <p>(iii) be payable promptly upon written demand by the employer in case any of the conditions listed in Sub-Clause 19.7 ITB are invoked;</p> <p>(iv) be submitted in its original form; copies will not be accepted;</p> <p>(v) The Bid submitted without Bid Security /EMD (Earnest Money Deposit) , mentioned above, will be summarily rejected</p> <p>19.3 The bid security of a Joint Venture Bidder shall be in the name of the JVA that submits the bid so as to commit fully all partners to the joint venture. Any bid not accompanied by an acceptable bid security as indicated for JV shall be rejected by the Employer as non responsive.</p> <p>19.4 If a bid security is specified pursuant to Sub-Clause 19.1 ITB, any bid not accompanied by an acceptable bid security shall be rejected by the Employer as non responsive.</p>

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	19.5	If a bid security is specified pursuant to Sub-Clause 19.1 ITB , the bid security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the performance security pursuant to Clause 41 ITB .
	19.6	The bid security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required performance security.
	19.7	The bid security may be forfeited: <ul style="list-style-type: none">(a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Technical Bid except as provided in Clause 24 ITB or(b) If a Bidder increases his quoted prices during the period of bid validity or its extended period, if any.(c) If during the bid process, a bidder indulges in any such deliberate act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization.(d) If, during the bid process, any information is found false / fraudulent / mala-fide, and then AUTHORITY shall reject the bid and, if necessary, initiate action as per applicable provisions.(e) If the bidder does not agree to correct arithmetic error.(f) if the successful Bidder fails to:<ul style="list-style-type: none">(i) sign the Contract in accordance with Clause 40 ITB; or

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		<p>(ii) Furnish required performance security in accordance with Clause 41 ITB.</p> <p>The decision of AUTHORITY regarding forfeiture of the EMD / Bid security shall be final and binding upon bidders.</p>
<p>20. Format and Signing of Bid</p>	<p>20.1</p> <p>20.2</p> <p>20.3</p> <p>20.4</p>	<p>The entire Bid shall be submitted strictly as per the format specified in this RFP / Bidding document. Bids with any deviation from the prescribed format are liable for rejection. The Bidder shall prepare the documents comprising the bid as described in BDS.</p> <p>The bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the BDS and shall be attached to the bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the bid where entries or amendments have been made shall be signed or initialed by the person signing the bid.</p> <p>The bid shall contain no alterations, omissions, or additions, unless such corrections are initialed by the person or persons signing the bid.</p> <p>A bid submitted by a JVA shall comply with the following requirements:</p> <ul style="list-style-type: none"> (a) be signed so as to be legally binding on all partners and (b) Include the Representatives’s authorization consisting of a power of attorney signed by those legally

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		authorized to sign on behalf of the JVA.
	20.5	Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialed by the authorized person signing the bid.
D. Submission of Bids		
21. Submission of Bids	21.1	Complete bidding process will be online (e-Tendering) in two covers system. Submission of bids shall be in accordance to the instructions given in the Bid Data Sheet (BDS) .
22. Deadline for Submission of Bids	22.1	Bids must be received by the Employer at the address and no later than the date and time indicated in the BDS . When so specified in the BDS , bidders shall submit their bids electronically. Bidders submitting bids electronically shall follow the electronic bid submission procedures specified in the BDS .
	22.2	The Employer may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with Sub-Clause 11 ITB , in which case all rights and obligations of the Employer and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.
23. Late Bids	23.1	Bids received after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be considered and shall not be opened in the e-Tendering system. The Employer shall not consider any bid that arrives after the deadline for submission of bids, in accordance with Clause 22 ITB Any bid received by the Employer after the deadline for

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		<p>submission of bids shall be rejected, and returned unopened to the Bidder.</p> <p><i>The software of e-tendering system will not allow the Bidder to upload the documents after expiration of the stipulated date & time of Bid submission. The Bidder shall refer the server time, which will be displayed in the e-tender website www.etenders.kerala.gov.in. Employer will not be responsible for non-receipt of bids on the stipulated date & time prescribed in Clause 22.1 ITB, due to Internet Problems, improper uploading or any other related problems. In case of connectivity problems, Bidder may contact Helpdesk of the e-tender service provider and may also draw the attention of tender inviting authority.</i></p>
<p>24. Withdrawal, Substitution, and Modification of Bids</p>	<p>24.1</p>	<p>No bid shall be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the validity period specified by the Bidder on the Letter of Technical Bid or any extension thereof. Entire Bid security / EMD shall be forfeited if any of the Bidders withdraw their bid during the validity period.</p>
<p>E. Bid Opening And Evaluation</p>		
<p>25. Bid Opening- Technical Bids</p>	<p>25.1</p>	<p>The Employer shall open the Technical bids in public, in the presence of Bidders` designated representatives and anyone who choose to attend, and at the address, date and time specified in the BDS. Electronic bid opening will be carried out first. The bidders` representatives who are present during Technical bid opening shall sign a register evidencing their attendance. The prescribed original documents specified and submitted in hard copy will be opened and signed by authorized representatives of</p>

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		Employer.
	25.2	The Employer shall announce the Bidders’ names at the opening of the Technical bid as well as whether the Bid Security (EMD) is contained in the Bidder’s Technical Bid. The Financial Bid of all Proposals shall remain unopened until Technical bids are evaluated for fulfillment of qualification criterias until financial bids are opened in accordance with Clause 26 ITB . No bid shall be rejected at bid- opening except for late bids pursuant to Clause 23 ITB .
	25.3	Only bids that are opened and read out at bid opening shall be considered further.
	25.4	The Employer shall prepare minutes of the bid opening, including the information disclosed to those present in accordance with Sub-Clause 25.2 ITB .
	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 Bids	26.1	After the evaluation of the Technical Bids, the Employer shall determine a date and time on when the Employer shall open the Financial Bids of the Substantially Responsive Bidders and shall, <ul style="list-style-type: none"> (a) notify the Bidders of the date and time of the opening of the Financial Bids online; (b) carry out the opening of the Financial Bids 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

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		<p>Financial bid opening; and</p> <p>(c) Financial Bid of the Bidders who failed to comply with the technical requirements will remain unopened.</p> <p>26.2 Bidders’ representatives who attend the opening of the Financial Bids shall sign a register to record their attendance.</p> <p>26.3 The Employer shall prepare minutes of the bid opening, including the information disclosed to those present in accordance with Sub-Clause</p>
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.
	27.2	Any attempt by a Bidder to influence the Employer in the evaluation of the bids or Contract award decisions may result in the rejection of its bid. Information on Contract award will be published on e-tender portal.
28. Clarification of Bids and Contacting the Employer	28.1	To assist in the examination, evaluation, and comparison of the bids, and qualification of the Bidders, the Employer may, at its discretion, ask any Bidder for a clarification of its bid. Any clarification submitted by a Bidder that is not in response to a request by the Employer shall not be considered. The Employer’s request for clarification and the response shall be in writing. No change in the prices or substance of the bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic

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		errors discovered by the Employer in the evaluation of the bids, in accordance with Clause 31 ITB .
	28.2	If a Bidder does not provide clarifications of its bid by the date and time set in the Employer’s request for clarification, its bid may be rejected.
	28.3	Notwithstanding Sub-Clause 27.2 ITB , 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 bidding process, it may do so in writing.
29. Deviations, Reservations, and Omissions	29.1	During the evaluation of bids, the following definitions apply: <ul style="list-style-type: none"> (a) “Deviation” is a departure from the requirements specified in the Bidding Document; (b) “Reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and (c) “Omission” is the failure to submit part or all of the information or documentation required in the Bidding Document.
30. Determination of Responsiveness	30.1	The Employer’s determination of a bid’s responsiveness is to be based on the contents of the bid itself, as defined in Clause 13 ITB . Further the general conditions leading to disqualification of the Bid are as specified in the BDS .

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COCHIN SMART MISSION LIMITED

<u>Clause</u>	<u>Sub- Clause</u>	<u>Provision</u>
	30.2	<p>A substantially responsive bid is one that meets the requirements of the Bidding Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that,</p> <ul style="list-style-type: none">(a) if accepted, would<ul style="list-style-type: none">(i) affect in any substantial way the scope, quality, or performance of the Works specified in the Contract; or(ii) limit in any substantial way, inconsistent with the Bidding Document, the Employer's rights or the Bidder's obligations under the proposed Contract; or(b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive bids.
	30.3	<p>The Employer shall examine the technical aspects of the bid submitted in accordance with Clause 13 ITB. Technical Proposal, in particular, to confirm that all requirements of Section V Employer's requirements / Works Requirements have been met without any material deviation, reservation or omission.</p>
	30.4	<p>If a bid is not substantially responsive to the requirements of the Bidding Document, it shall be rejected by the Employer and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.</p>

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<u>Clause</u>	<u>Sub- Clause</u>	<u>Provision</u>
31. Nonmaterial Nonconformities	31.1	Provided that a bid is substantially responsive, the Employer may waive any non-conformities in the bid that do not constitute a material deviation, reservation or omission.
	31.2	Provided that a bid is substantially responsive, the Employer may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the bid. Failure of the Bidder to comply with the request may result in the rejection of its bid.
32. Evaluation of Technical bids	32.1	<p>The Employer will evaluate the Technical bids received prior to the Submission Deadline and opened in accordance with Clause 25 ITB in accordance with the following process:</p> <ul style="list-style-type: none"> (a) prior to the detailed evaluation of bids, the Employer will determine whether each Technical bid (a) meets the eligibility criteria stipulated in the RFP/ bidding document (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 Biding Documents; (c) the Employer will evaluate the Technical bids based on the evaluation criteria provided in the

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<u>Clause</u>	<u>Sub- Clause</u>	<u>Provision</u>
		<p>Bidding Data Sheet. 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 Bids.</p>
	<p>32.2</p> <p>32.3</p> <p>32.4</p>	<p>A substantially responsive bid is one that conforms to all the terms, conditions, and specifications of the bidding documents without material 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.</p> <p>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.</p> <p>Only Technical bids that pass all evaluation criteria shall be determined as “substantially responsive bids” and be considered for financial evaluation.</p>

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<u>Clause</u>	<u>Sub- Clause</u>	<u>Provision</u>
	32.5	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
33. Correction of Arithmetical Errors	33.1	<p>The Employer shall open the Financial Bids of the Substantially Responsive Bidders ie. technically qualified bids, in accordance with Clause 26 ITB. The Employer shall examine each such Financial Bid to determine whether it is complete and responsive to the Bidding Documents.</p> <p>33.2 Provided that the bid is substantially responsive, the Employer shall correct arithmetical errors on the following basis:</p> <p>(a) if there is a discrepancy between the unit price and the total price for the line item that is obtained by multiplying the unit price and quantity, the unit price as quoted shall prevail and the total price shall be corrected, unless in the opinion of the Employer there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;</p> <p><i>Once the Bidder key in the rates in figures, in the Bill Of Quantities provided, rate in words will be auto generated by the system.</i></p> <p>(b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and</p>

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<u>Clause</u>	<u>Sub- Clause</u>	<u>Provision</u>
		<p><i>Once the Bidder key in the rates in figures, in the Bill of quantities provided, the system will automatically calculate the amount of that item as well as the total Bid value.</i></p> <p>(c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.</p> <p>33.3 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 19.7 (e).</p>
<p>34. Evaluation of Bids</p>	<p>34.1</p> <p>34.2</p> <p>34.3</p>	<p>The Employer shall use the criteria and methodologies listed in this Clause. No other evaluation criteria or methodologies shall be permitted.</p> <p>The Employer will evaluate and compare only the bids determined to be substantially responsive in accordance with Sub-Clause 33.1 ITB.</p> <p>To evaluate a bid, the Employer shall consider the following:</p> <p>(a) the bid price, excluding Provisional Sums and the provision, if any, for contingencies in the Summary Bill of Quantities,;</p> <p>(b) making correction of arithmetic errors in accordance</p>

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		with Sub-Clause 33.1 ITB ; (c) the evaluation factors indicated in BDS and Section III, Qualification Criteria ;
	34.4	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.
	34.5	If the bid, which results in the lowest Evaluated Bid Price, is seriously unbalanced in the opinion of the Employer, 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 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.
35. Comparison of Bids	35.1	The Employer shall compare all substantially responsive bids in accordance with Clause 34 ITB to determine the lowest evaluated bid.
36. Qualification of the Bidder	36.1	The Employer shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive bid either meets the qualifying criteria specified in Section III Qualification Criteria .

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<u>Clause</u>	<u>Sub- Clause</u>	<u>Provision</u>
	36.2	The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to Clause 13 ITB .
	36.3	An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event the Employer shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's qualifications to perform satisfactorily.
37. Employer's Right to Accept Any Bid, and to Reject Any or All Bids	37.1	The AUTHORITY / 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 contract award, without thereby incurring any liability to Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for AUTHORITY's action.
	37.2	In case of annulment, all bids submitted and specifically, bid securities, shall be promptly returned to the Bidders.
	37.3	Non Exclusive: AUTHORITY reserves the rights to avail the similar services from other Service Providers/ others during the Contract period.
	37.4	Failure of the successful bidder to agree with the Terms & Conditions of the Bidding document / RFP shall constitute sufficient grounds for the annulment of the award, in which event AUTHORITY may invite the next best bidder for negotiations or may call for fresh Bidding document / RFP.

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<u>Clause</u>	<u>Sub- Clause</u>	<u>Provision</u>
F. Award of Contract		
38. Award Criteria	38.1	Subject to Sub-Clause 37.1 ITB , the Employer shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Document pursuant to Clause 34 ITB , provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.
39. Notification of Award	39.1	Prior to the expiration of the period of bid validity, the Employer shall notify the successful Bidder, in writing, that its bid has been accepted. The notification letter (hereinafter and in the Conditions of Contract and Contract Forms 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 (hereinafter and in the Conditions of Contract and Contract Forms called “the Contract Price”) and the requirement for the Contractor to remedy any defects therein as prescribed by the Contract.
	39.2	Until a formal contract is prepared and executed, the notification of award shall constitute a binding Contract.
	39.3	Upon the successful bidder’s furnishing of the performance security pursuant to Clause 41 ITB , the Employer will promptly notify on the website of Authority / e-tender website mentioned in Bid data sheet , the name of the winning bidder to each unsuccessful bidder and will discharge the bid security of the unsuccessful bidders, pursuant to Clause 19 ITB .

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<u>Clause</u>	<u>Sub- Clause</u>	<u>Provision</u>
	<p>39.4</p> <p>39.5</p>	<p>The Employer shall publish in Authority / e-tender website mentioned in Bid data sheet of the results of the bidding and shall publish the results identifying the bid and the following information:</p> <ul style="list-style-type: none"> (i) name of each Bidder who submitted a Bid; (ii) bid prices as read out at 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 successful Bidder, and the Price it offered, as well as the duration and summary scope of the contract awarded. <p>The Employer shall promptly respond in writing to any unsuccessful Bidder who, after notification of award in accordance with Sub-clause 39.1 ITB, requests in writing the grounds on which its bid was not selected.</p>
<p>40. Signing of Contract</p>	<p>40.1</p> <p>40.2</p>	<p>At the same time that the Employer notifies the successful bidder that its bid has been accepted, Promptly upon notification, the Employer shall send the successful Bidder the Contract Agreement in the form provided in the bidding documents, incorporating all agreements between the parties.</p> <p>Within twenty-eight (28) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Employer together with the required performance security including additional performance security towards unbalanced rates quoted by the bidder.</p>

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<u>Clause</u>	<u>Sub- Clause</u>	<u>Provision</u>
	40.3	Upon fulfillment of Sub-Clause 39.2 , 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 Clause 19 ITB .
41. Performance Security	41.1	Within twenty-eight (28) days of the receipt of notification of award / Letter of Acceptance from the Employer, the successful Bidder shall furnish to the Employer the performance security in the form stipulated in the Bid data sheet and in accordance with the General Conditions of Contract, using for that purpose the Performance Security Form included in Section VIII, Annex to the Special Conditions - Contract Forms .
	41.2	If it is stipulated in the Bid Data Sheet (BDS) 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
	41.3	Failure of the successful Bidder to submit the above-mentioned Performance Security-to comply with the requirements of Clauses 40 or 41 ITB or sign the Contract shall constitute a breach of Contract and constitute sufficient grounds for the annulment of the award and forfeiture of the bid security. In that event the Employer may award the Contract to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by the Employer to be qualified to perform the Contract satisfactorily.

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<u>Clause</u>	<u>Sub- Clause</u>	<u>Provision</u>
42. Disputes Resolution Method	42.1	The disputes resolution method (i.e., the Disputes Resolution Board or the Disputes Resolution Expert) is indicated in the Bid Data Sheet . 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.
43. Fraud and Corruption	43.1	<p>The Employer requires that beneficiaries as well as bidders, suppliers, and contractors and their subcontractors under this contracts, observe the highest standard of ethics during the procurement and execution of such contracts. ¹ In pursuance of this policy, the Employer :</p> <p>(a) defines, for the purposes of this provision, the terms set forth below as follows:</p> <p>(i) “corrupt practice”² means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;</p> <p>(ii) “fraudulent practice”³ 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</p>

¹ In this context, any action taken by a bidder, supplier, contractor, or a sub-contractor to influence the procurement process or contract execution for undue advantage is improper.

² “another party” refers to a public official acting in relation to the procurement process or contract execution]. In this context, “public official” includes employees of other organizations taking or reviewing procurement decisions.

³ a “party” refers to a public official; the terms “benefit” and “obligation” relate to the procurement process or contract execution; and the “act or omission” is intended to influence the procurement process or contract execution.

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<u>Clause</u>	<u>Sub- Clause</u>	<u>Provision</u>
		<p>avoid an obligation;</p> <p>(iii) “collusive practice”⁴ means an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;</p> <p>(iv) “coercive practice”⁵ means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;</p> <p>(v) “obstructive practice” is</p> <p>(aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede Authority’s investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or</p> <p>(bb) acts intended to materially impede the exercise of the Authority’s inspection and audit rights provided for under sub-clause below.</p>

⁴ “parties” refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non competitive levels.

⁵ a “party” refers to a participant in the procurement process or contract execution.

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<u>Clause</u>	<u>Sub- Clause</u>	<u>Provision</u>
		<p>(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, coercive or obstructive practices in competing for the contract in question;</p> <p>(c) will sanction a firm or individual, including declaring them ineligible, either indefinitely or for a stated period of time, to be awarded if it at any time determines that they have, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for, or in executing, the contract.</p>

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Section II. Bid Data Sheet

Section II. Bid Data Sheet

A. General	
ITB 1.1	The number of the Notice inviting Tender(NIT) / Invitation for Bids (IFB) is : <u>CSML / Main Road / RFP / 002 Date: 16-10-2018</u>
ITB 1.1	The Employer / Procuring Entity is: <u>Managing Director, Cochin Smart Mission Limited (CSML) Kochi, Kerala</u>
ITB 1.1	<p>The name of the Work is: <u>Development of Smart Roads & Other Roads in West Kochi under Smart City Mission</u></p> <p>The Contract will cover the service area: <u>includes areas coming under Area based development In Kochi (Ward Number 1,2,3,4 & 5)of Kochi Smart city. The same is earmarked in Key map and detailed in Section V.</u></p> <p>The identification number of the Bid is: <u>CSML / Main Road / RFP / 002 Date: 16-10-2018</u></p>
ITB 1.1	<p>Broad Summary of the Works, Services to be provided are indicated below:</p> <p>However, for detailed scope of work refer Section V Employer's requirements / Works requirements</p> <p>The works and services to be provided for the Integrated Infrastructure Project broadly include Detailed investigation and surveys of various infrastructures mentioned below in the service area including development of Smart Roads & OTHER Roads along with Electrical works, Power Cabling, Utility Ducts and Storm Water Drainage includes:</p>

- (i) Development of urban Roads, consisting of Smart roads and OTHER roads, landscaping, street scaping, pedestrian footpath, Junction improvement, Place making along the roads and beautification provision of smart street furniture, creating and developing basic conveniences along the roads. Development with special focus on specially abled persons. Work will also include Development and remodeling of existing/ new Storm Water Drainage system with due care to avoid water stagnation including taking remedial measures during the contract period.
- (ii) Develop infrastructure for up-gradation and construction of power cable and distribution network, scope shall also include undergrounding of cables in the project area.

Electrical Scope of works majorly includes following:

- (a) replacement of existing HT(11 KV) and LT (415 Volts) overhead lines and transformers on proposed smart roads with Compact Substation Consisting 11 KV RMU, Transformer and Low voltage panels along with undergrounding of HT, LT and data / telephone cables in RCC trench / HDPE ducts. The LT power supply from Compact substation is fed to feeder pillar and service connection to consumers is planned to lay through HDPE ducts along with smart meters. Replacement of the electric poles with feeder pillar where ever space is available.
- (b) Along the OTHER roads, where ever possible, undergrounding of 11 KV can be done and duct for laying data cable also proposed. In certain area like tourist circuit, undergrounding of overhead power lines along with installation of compact substation is envisaged.

	<p>(c) The 11 KV feeders, the Ring Main units (RMUS) of compact substations and Smart Energy meters should be connected to Supervisory Control & Data Acquisition System (SCADA) system.</p> <p>(iii) Works to develop infrastructure for utility ducts on all important roads as decided by the SPV for basic services like Water supply, Telecom and electric cables.</p> <p>(iv) Works related to all basic infrastructure facilities enabling with compatibility to integrate the same with Command and control centre proposed to be managed by an MSI</p> <p>(v) Training of user department after its execution.</p>
<p>ITB 1.1(a)</p>	<p><u>Investigations, Survey, and Drawings:</u></p> <p>The scope of work for Contractor includes carrying out comprehensive soil investigations, carrying out detailed level survey of the existing road infrastructure including storm water drainage system in the service area. This shall include but not be limited to assessing the condition and performance of existing assets. This contract involves Construction, testing Commissioning of infrastructures as detailed in Section V, Supply, and Installation testing Commissioning of various components under the Scope of Contract. The Contractor will undertake comprehensive soil investigations, carrying out detailed level survey, prepare working drawings /shop drawings for all the components. Only after the Approval of the Good For Construction drawings approved by the Engineer-In-Charge, works shall commence.</p>

<p>ITB 1.1(b)</p>	<p><u>Smart Roads, Other roads, Streetscapes and Storm Water Drains:</u></p> <p>The scope of work for smart roads and landscaping / streetscaping includes</p> <ul style="list-style-type: none"> (i) Development and conducting of road inventories, necessary surveys and analysis (geotechnical, topographical) (ii) Development of roads and junctions as per survey analysis, and complete street design guidelines and universal accessibility principles, (iii) Development of smart street features including attractive street furniture, (iv) Providing landscaping and street art/murals (v) Provision and design of street vending spaces (vi) Development of parking spaces for vehicles, non-motorized transport and IPT modes (vii) Plan and design of place-making at junctions and footpaths (where RoW allows) (viii) Rehabilitation and construction of smart roads as per the specifications and approved drawings, (ix) Dismantling and reconstruction of utilities and storm water drains as per the approved design, (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. (xii) Remedial measures for defects notified for all components including road network, smart street elements and storm water drainage system etc complete.
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<p>ITB 1.1(c)</p>	<p><u>Undergrounding, up-gradation and construction of power cable network:</u></p> <p>The scope of work for power cable network include</p> <ul style="list-style-type: none"> (i) Detailed survey and Route Plan for HT & LT Line (ii) Provision for Distribution sub-station, Distribution feeder pillar etc. (iii) Preparing section wise drawing, data and operation manual and getting its approval from engineer in charge / competent authority (iv) Replacement of Existing overhead HT/LT cables and distribution system with underground HT/LT cabling and providing RING MAIN UNITS, (v) Replacement of the existing Pole mounted distribution transformer with state of art compact packaged substations Dry type /oil type - with respect to site requirements, (vi) Installation of LT 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,
<p>ITB 1.1(d)</p>	<p><u>Utility Duct:</u></p> <p>The scope of work for utility duct include</p> <ul style="list-style-type: none"> (i) Development of underground RCC ducting system for accommodating municipal utilities i.e., water, power, OFC and Gas lines, (ii) site survey and soil investigation, (iii) Works to construct utility ducts on all important roads as decided by the SPV

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	<p>(iv) preparation of methodology for providing utility connections to houses/commercial establishments/ other entities,</p> <p>(v) Shifting of utilities safely and restoring / relocating the same</p>
ITB 1.1(e)	<p><u>Enable integration with Command Control and communication centre</u></p> <p>(i) Works related to all basic infrastructure facilities shall enable with compatibility to integrate the same with Command Control and communication centre proposed to be managed by an MSI</p>
ITB 1.2	<p>Period during which works and services are to be provided:</p> <p>(A) <u>Execution Phase</u>: 20 months (including monsoon period) from the date of Contract Agreement. The work shall be taken up in phases and sections. It includes:</p> <p>(i). Carrying out comprehensive investigations, survey, preparation and submission of working drawings</p> <p>(ii). Supply, Execution, installation, testing and commissioning of all civil and electromechanical infrastructures:</p> <p>(B) <u>Defects liability period</u>: 36 months (including monsoon period) after completion of work.</p>
ITB 2.1	The Authority / Implementing agency / Department is: <u>Cochin Smart Mission Limited (CSML)</u>
ITB 2.1	The name of the Project is: <u>Area Based Development of Kochi Smart city under Smart City Mission</u>
ITB 3	This bidding is open to interested Bidders satisfying the eligibility criteria indicated in the Qualification Criteria.

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ITB 7.2	RFP Document Fee / Bid fee / Tender fee: <u>Rs. 88,500 (Rupees Eighty Eight Thousand Five Hundred Only)</u> For submission of bid, shall be paid through: <u>online e-Tendering Payment Gateway only (https://etenders.kerala.gov.in).</u>
B. Bidding Documents	
ITB 10.1	For <u>clarification purposes</u> only, the Employer's address is Attention: Managing Director, Cochin Smart Mission Limited (CSML), Street Address: Revenue Tower, Park Avenue, Floor / Room number: 10th Floor, City: Kochi ZIP Code: 682 011 Country: India Telephone Number: +91-0484-2350355 Facsimile number: +91-0484-2380980 Electronic mail address: <u>csmltenders@gmail.com</u> Clarification shall be sent thorough e-mail indicated above.
ITB 10.2	Copies of the Pre-bid minutes (response) and addendum will be published on e-Tendering Portal: <u>www.etenders.kerala.gov.in.</u>

ITB 10.3	<p>A Pre-Bid meeting <u>will</u> take place at the following date, time and place:</p> <p>Date: 24th October, <u>2018</u></p> <p>Time: <u>15:00 p.m.(IST)</u></p> <p>Place: Office of the Managing Director, Cochin Smart Mission Limited (CSML), 10th Floor, Revenue Tower, Park Avenue, Kochi 682 011 Kerala, India.</p>
C. Preparation of Bids	
ITB 12.1	The language of the bid is: <u>English</u>
ITB 13.1	The Bidder shall submit with its bid the following additional documents: <u>Nil</u>
ITB 15.1	Alternative Bids <u>will not be</u> permitted.
ITB 15.2	Alternative times for completion <u>will not be</u> permitted.
ITB 15.4	Alternative technical solutions <u>shall not be</u> permitted
ITB 16.3	<p>Add the following note at the end of ITB Clause 16.3:</p> <p>“Note (only if applicable): Bidders may like to ascertain availability of excise/custom duty exemption. They are solely responsible for obtaining such benefits which they have considered in their bid and in case of failure to receive such benefits for reasons whatsoever, the employer will not compensate the bidder (contractor). The bidder shall furnish along with his bid a declaration to this effect in the Declaration Format provided in Section IV Bidding Forms of the bidding documents. Where the bidder has quoted</p>

	<p>taking into account such benefits, he must give all information required for issue of certificates in terms of the Government of India Central Excise Notification and Customs Notification as per form stipulated. In case the bidder has not provided the required information or has indicated to be furnished later on in the Declaration Format, the same shall be construed that the goods / construction equipment for which certificate is required is Nil.</p> <p>To the extent the employer determines the quantity indicated therein are reasonable keeping in view the bill of quantities, construction programme and methodology, the certificates will be issued and no subsequent changes will be permitted. The certificate will be issued within 60 days of signing of the contract for material pertaining to BOQ quantities, equipment and machinery. In case of materials pertaining to Variation items and quantities the certificate shall be issued only on request from the contractor when in need and duly certified by the Engineer and no subsequent charges will be permitted.</p> <p>If the bidder has considered the customs / excise duty exemption for materials / construction equipment to be bought for the work, the bidder shall confirm and certify that the Employer will not be required to undertake any responsibilities of the Government of India Scheme or the said exemptions being available during the contract execution, except issuing the required certificate.</p> <p>The bids which do not conform to the above provision or any condition by the bidder which makes the bid subject to availability of customs / excise duty exemption for materials / construction equipment or compensation on withdrawal of or any variation to the said exemptions will be treated as non responsive and rejected. Any delay in procurement of the construction equipment / machinery / goods as a result of the above shall not be entertained as reason for granting any extension of time”.</p>
<p>ITB 16.4</p>	<p>The prices quoted by the Bidder <u>shall be subject to Price Adjustment</u></p>

ITB 17.1	<p>The currency(ies) of the bid and the payment currency(ies) shall be as described below:</p> <p>A. Bidders to quote entirely in local currency: The unit rates and the prices shall be quoted by the Bidder in the Bill of Quantities, entirely in <u>Indian Rupees</u>, the name of the currency of the Employer’s country, and further referred to as “the local currency”.</p> <p>B. Payment currency (ies) shall be in <u>Indian Rupees</u>.</p>
ITB 18.1	<p>The bid validity period shall be <u>180 days</u>. [from the latest date fixed for the Technical Bid opening in accordance with Clause 22 ITB]</p>
ITB 19.1	<p>A bid security <u>shall be</u> required.</p> <p>If a bid security shall be required, the amount and currency of the bid security shall be <u>INR 1.1 Crore, Indian Rupees</u>.</p>
ITB 19.2	<p>Acceptable Bid securities / Earnest Money Deposit (EMD) to be provided are as follows :</p> <ul style="list-style-type: none"> ◆ <u>In the form of: <u>Bank Guarantee</u></u> ◆ <u>Issued by:</u> a scheduled commercial bank in India drawn in favour of <u>Managing Director, Cochin Smart Mission Limited, Payable at Kochi</u>. ◆ <u>Validity of Bid security:</u> In case of bid security being provided in the form of Bank guarantee, it shall originally be compulsorily valid for <u>twenty-eight (28) days beyond the original validity period (which starts from latest date of Technical Bid opening) of the bid</u>, ie. Minimum 180 days + 28 days. Otherwise bids are likely to be rejected.

	<p>Format of the Bid security is provided in Section IV Bidding Forms of the bidding documents.</p> <p>Refer “APPENDIX-1 (For e-tender)” for important guidelines on e-tender procedure.</p> <p><i>Note: For more details on payment procedures refer help wizard and FAQ for e- payments available on the e- tender website www.etenders.kerala.gov.in.</i></p>
<p>ITB 19.3</p>	<p>The bid security of a Joint Venture Bidder shall be: <u>in the name of the JVA that submits the bid so as to commit fully all partners to the joint venture.</u></p> <p>Any bid not accompanied by an acceptable bid security as indicated for JV shall be rejected by the Employer as non-responsive.</p>
<p>ITB 19.5</p>	<p>Add the following at the end of this Clause:</p> <p>If bid security is received in the form of BG, then it will be returned in the same form.</p>
<p>ITB 20.1</p>	<p>The number of hard copies of bid is: <u>Nil as Not Applicable.</u></p> <p>Bids shall be submitted: <u>online only</u> through Online e-Tendering website (https://etenders.kerala.gov.in) <u>only- except for the original hard copy of Bid security and Power of attorney as indicated below:</u></p> <p>Bidders are required to submit offer in Two covers, namely</p> <div style="border: 1px solid black; padding: 10px; margin-top: 10px;"> <ul style="list-style-type: none"> <input type="checkbox"/> Cover –I: comprising Tender Fee, Bid security, Power of Attorney, Joint Venture Agreement, Qualification fulfilment supporting docuemnts and Technical Bid <li style="padding-left: 20px;">And <input type="checkbox"/> Cover –II: comprising Price Bid / Financial Bid. </div>

Details are as follows:

(A) Online Submission [through e-tender website:

<http://etenders.kerala.gov.in>]

Cover –I (Tender Fee, Bid security, Power of Attorney, Joint Venture Agreement, Qualification fulfilment supporting documents and Technical Bid)

- (i) **Tender Fee** - To be paid online at <http://etenders.kerala.gov.in> only.
- (ii) **Bid Security / EMD** – To be paid in the form of Bank guarantee issued by a scheduled commercial bank in India in the format prescribed in Bid document. The scanned copy of Bid security / (EMD) to be uploaded in the e-tender website (i.e. [www. etenders.kerala.gov.in](http://www.etenders.kerala.gov.in)). Also, Power of Attorney (PoA) and Joint venture agreement (in case of JV) to be scanned and uploaded in the e-tender website
- (iii) **Prequalification including Technical Bid** – Bidders are requested to upload the scanned copies of the following details along with documents indicated in NIT/ RFP/ Bidding document/ latest Corrigendum “online”.
 - (a) The scanned copy of the NIT/ RFP/ Bidding document/ latest Corrigendum including Prebid Minutes and Addendum (if any) duly signed and stamped in all pages.
 - (b) Notorized, Scanned copies of Prequalification / Technical Qualification supporting documents, signed scanned copies of filled details in specified various forms, Letter of Technical Bid, including any / all other requirement specified in RFP / bidding document forming Technical Bid
 - (c) All documents signed and scanned including GCC, SCC, Annexures to GCC, SCC as detailed in the Bidding document,

Cover –II (Price Bid / Financial Bid)

- (iv) **Duly filled and completed Price Bid / Financial Bid**

- (a) Bidders are requested to quote rates in the Finance Bid (BOQ) ie. Bill of Quantities (BOQ) file provided (in .xls format) only.
- (b) Price bid to be uploaded only in e-tender website: <http://etenders.kerala.gov.in>
- (c) Bidder shall not quote/mention rates anywhere else in the tender other than BOQ
- (d) In the Bid submitted by the bidder, if the prices or price bid are disclosed anywhereelse otherthan in the BOQ, the Bid / tender would be liable for disqualification and would summarily be rejected

(B) Hard copy [Originals to be submitted at Employer's address]

In addition, however only following hard copies to be submitted:

Original Bid security / EMD and original power of attorney, Joint venture agreement (in case of JV) to be submitted (in a sealed envelope mentioning name of work) in the Tender Box at the CSML office, 10th Floor, Revenue Towers, Park Avenue, Ernakulum – 682011 before due date and time for submissions of original EMD, Joint Venture Agreement and Power of Attorney (Hard copy) mentioned in NIT/ RFP/ Bidding document/ latest Corrigendum.

Preparation of Bid:

- (i) *The Bidder shall prepare the complete bid comprising of documents indicated in **Clause 13 & 14 ITB**, along with scanned copies of requisite certificates those are mentioned in **Section I, Section II & Section IV** of the bid document and scanned copy of Bid Security in case it is provided in the form of unconditional bank guarantee*
- (ii) *As specifically indicated the documentary evidences to be uploaded, those are indicated in **Section I & III** shall be filled & signed. The various forms indicated in **Section IV** shall be downloaded, filled, signed (if specifically mentioned) scanned & uploaded to the e-procurement website www.etenders.kerala.gov.in. Also, tenderer should take a print out of the declaration letter provided in the e-procurement website, on company letter head and should sign, stamp and upload the same to the e-procurement website*

	<p><i>(iii) A bid submitted by a JVA shall comply with the following requirements</i></p> <ul style="list-style-type: none"> <i>a) be signed (wherever specifically indicated) & uploaded to the e- tender / e-GP website, so as to be legally binding on all partners and</i> <i>b) Include the Representatives’s authorization consisting of a power of attorney signed by those legally authorized to sign on behalf of the JVA & be uploaded to the e-GP website www.etenders.kerala.gov.in.</i> 		
<p>ITB 20.2</p>	<p>The written confirmation of authorization to sign on behalf of the Bidder shall consist of: <u>written power of attorney authorizing the signatory of the Bid.</u></p> <p><u>Board resolution copy of the Company on authorization, shall also be furnished.</u></p>		
<p>D. Submission of Bids</p>			
<p>ITB 22.1</p>	<p>For <u>bid submission purposes</u> only, the Employer’s address is :</p> <table border="1" data-bbox="485 1397 1469 1514"> <tr> <td data-bbox="485 1397 979 1514">Online bid submission to be made only through</td> <td data-bbox="979 1397 1469 1514">http://etenders.kerala.gov.in</td> </tr> </table> <p>The deadline for online bid submission is:</p> <p>Date: 13th November, 2018 Time: 5:30 p.m.(IST)</p> <p>NOTE: The bid validity period shall be <u>180 days</u>. [from the date fixed for the latest Last date of online bid submission.]</p>	Online bid submission to be made only through	http://etenders.kerala.gov.in
Online bid submission to be made only through	http://etenders.kerala.gov.in		

<u>For hard copy submission of-Original Bid security / EMD and original power of attorney</u>	
Attention:	Managing Director, Cochin Smart Mission Limited (CSML),
Street Address:	Revenue Tower, Park Avenue,
Floor/Room number:	10 th Floor,
City:	Kochi
ZIP Code:	682 011
Country:	India
<p>The deadline for submission of original EMD and Power of Attorney (Hard copy) is:</p> <p>Date: 16th November, 2018 Time: <u>2:00 p.m.(IST)</u></p>	
<p><u>Bid submission procedure:</u></p> <p><i>Bidders shall submit their bids electronically.</i></p> <p><i>Bidders submitting bids electronically shall follow the electronic bid submission procedures specified below:</i></p> <p>1. <i>URL of the Website for bid submission through e-tender & Address for submission of Hard copy of Bid security (only if bid security is provided in the form of unconditional bank guarantee), power of attorney and Joint Venture agreement (In case of JV) are as follows:</i></p> <p>(i). <u>www.etenders.kerala.gov.in</u></p> <p>(ii). <i>Managing Director</i> <i>Cochin Smart Mission Limited (CSML),</i> <i>10rth Floor, Revenue Tower, Park Avenue,</i> <i>Kochi 682 011</i> <i>Kerala, India.</i></p>	

2. *The details related to submission of Bids, downloading / uploading of documents or other details are available online in the help wizard, & FAQ of above website.*

The Bids should be uploaded only through e-tender in two cover system.

Bid should contain:

A. Technical bid consisting of following:

(I) *Completed Qualification Requirement Statement (as mentioned in **Section III**) with documentary evidences & other documents / information, those are mentioned in different sections in the bid shall be downloaded. The required particulars are to be filled by the bidder scanned & uploaded to the e tender website. The bidder shall down load the forms, fill up the details at the specified location in the same sheet, scan and upload the same file/ document on to the e-tender website.*

Also,

(a) *Documents comprising Bid in accordance with **Clause 13 ITB**, Letter of Bid & Schedules in accordance with **Clause 14 ITB**, power of attorney and Joint Venture agreement (In case of JV), documents comprising the technical proposal documents establishing the qualification of the Bidder in accordance with **Clause 36 ITB**,*

(b) *documents fulfilling Qualification criteria in accordance with **Section III***

(c) *In accordance with **Section IV Bidding forms**- shall be downloaded, filled with required details, signed, scanned & uploaded to the e-tender website www.etenders.kerala.gov.in on or before the time and date indicated in NIT /**Section I ITB**.*

(II) Bid security: *Bid security in the form of unconditional bank guarantee (if provided in the form of BG), the details like reference number, date, name of the Bank and drawn in favour are to be registered on the e-tender website www.etenders.kerala.gov.in*

(III) Power of Attorney: It shall be scanned & uploaded to the e-tender website www.etenders.kerala.gov.in

(IV) In case of Joint Venture, Joint venture agreement shall be signed, scanned & uploaded to the e-tender website www.etenders.kerala.gov.in

Note: For more details on payment procedures refer FAQ for e- payments available on the e- tender website www.etenders.kerala.gov.in

The above documents along with notarized copies of documentary evidences indicated in Section—I ITB, & Section-III Eligibility & Qualification Criteria & Section- IV Bidding forms shall be scanned and uploaded to the website compulsorily, failing which tender will be rejected in view of incomplete bid document

B. Price Bid / Financial Bid consisting of following:

The Price Schedule / Bill Of Quantities with the file in .xls Microsoft Excel format.

The bidder shall download the Bill Of Quantities file, key in the rates (in figures only) in the same schedule and upload the same file on to the website on or before the stipulated time and date of submission of Bid.

In case, Bid security is provided in the form of unconditional bank guarantee, scanned copy of the same is to be uploaded to the e- tender website www.etenders.kerala.gov.in and the original unconditional bank guarantee should be dropped in the tender box (giving details on the name of work to which Bid is submitted) placed at office of the Managing Director, CSML Kochi, as indicated in the Bid Data Sheet before the last date & time for such submission. In case of failure of the Bidder to submit the same within stipulated time, or failure of confirmation of transfer of Bid security in case of e payment, their Bid will be rejected.'

Upon submission of bids, Unique Identification Number will be automatically generated by the server with time -stamp and sent to the account of the bidder as an acknowledgement after bidder finally uploads

the bids

Also Refer “APPENDIX-E TENDER (For e-tender)” for important guidelines on e-tender procedure / submission.

ACKNOWLEDGEMENT OF UNDERSTANDING OF TERMS

By submitting a Bid, each Bidder shall be deemed to acknowledge that he has carefully read all sections of this Bidding document / RFP, including all forms, schedules, annexure, corrigendum and addendums (if any) hereto, and has fully informed itself as to all existing conditions and limitations.

E. Bid opening and Evaluation

ITB 25.1

The Technical bid opening shall take place at:

Attention:	Office of Managing Director, Cochin Smart Mission Limited (CSML),
Street Address:	Revenue Tower, Park Avenue,
Floor/Room number:	10 th Floor,
City:	Kochi
ZIP Code:	682 011
Country:	India
Date:	16 th November, 2018.
Time:	3:00 p.m.(IST)

In the event of the specified date of Bid opening being declared a holiday for AUTHORITY, the bids shall be opened at the same time and location on the next working day. In addition to that, if their representative of the Bidder remains absent, AUTHORITY will continue with the bid opening process.

Section II. Bid Data Sheet

Bidding document for Development of Smart Roads & Other Roads
in West Kochi under Smart City Mission



COCHIN SMART MISSION LIMITED

<p>ITB 25</p>	<p>The hard copy submissions of Bid security, power of attorney and Joint Venture Agreement (in case of JV) shall be initialed by three representatives of the Employer attending Bid opening.</p>
<p>ITB 25.5</p>	<p>Add the following at the end of this Clause:</p> <ul style="list-style-type: none"> a) Bid of those bidders who have not submitted “Bid Security” and “Fee of Bid Document submission” shall not be opened. b) Bids of those Bidders who have not submitted valid “Bid Security” and valid “Cost of Bid Documents” shall be considered as non-responsive and liable to be rejected summarily. c) Any Bid not containing the required documents and not fulfilling the qualification criteria indicated in the Bidding Document / Tender document / RFP shall be summarily rejected d) During Bid opening, preliminary scrutiny of the Bid documents shall be made to determine whether they are complete, whether required Bid security / EMD has been furnished, whether the Documents have been properly signed, and whether the bids are generally in order. Bids not conforming to such preliminary requirements shall be prima facie rejected. AUTHORITY has the right to reject the bid after due diligence is done.
<p>ITB 30.1</p>	<p>Add the following at the end of this Clause:</p> <p>The bid is liable to be disqualified in the following cases or in case bidder fails to meet the bidding requirements as indicated in this Bid document:</p> <ul style="list-style-type: none"> a) During validity of the bid, or its extended period, if any, the bidder increases its quoted prices b) The bidder’s bid is conditional and has deviations from the terms and conditions of RFP c) Bid is received in incomplete form

Contractor

Procuring Entity / Employer

Section II. Bid Data Sheet

Bidding document for Development of Smart Roads & Other Roads
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COCHIN SMART MISSION LIMITED

	<ul style="list-style-type: none"> d) Bid is not accompanied by all the requisite documents e) Information submitted in technical bid is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the contract (no matter at what stage) or during the tenure of the contract including the extension period if any f) Financial bid is enclosed with the same document as technical bid. g) Bidder tries to influence the bid evaluation process by unlawful/corrupt/fraudulent means at any point of time during the bid process h) In case any one party submits multiple bids or if common interests are found in two or more bidders, the bidders are likely to be disqualified, unless additional bids/bidders are withdrawn upon notice immediately i) If any of the Lead Bidder is also partner in any other bid, then all the affected bids shall be disqualified
<p>ITB 32.1 (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 bids on a pass/fail basis. The Technical bids complying with each of the criteria shall be evaluated as “pass” and the Technical bids which 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;</p> <ul style="list-style-type: none"> (i). Methodology must be clear, provide sound solutions and demonstrate a comprehensive approach for the entire scope of services.

Contractor

Procuring Entity / Employer

Section II. Bid Data Sheet

Bidding document for Development of Smart Roads & Other Roads
in West Kochi under Smart City Mission



COCHIN SMART MISSION LIMITED

	<ul style="list-style-type: none">(ii). Methodology must provide sufficient level of detail to demonstrate a good understanding of local conditions and possible implementation problems specific to Employer.(iii). Methodology must include detailed information about the logistics for contract implementation (material management; location, size and numbers of offices and stores)(iv). Work plan must be comprehensive and must include a detailed time schedule for each activity under the Services.(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.(vi). The proposed materials and equipment must comply with the requirements and standards specified in the Technical Specifications.(vii). The staffing plan must provide, at minimum, numbers, inputs, positions and responsible tasks of all staff.(viii). Key staff must be competent and experienced and must meet the minimum qualification requirements specified in the Technical Specifications.
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Contractor

Procuring Entity / Employer

ITB 34.2	<p>Add the following at the end of this Clause:</p> <ul style="list-style-type: none"> (a) Employer / AUTHORITY will constitute a Bid Evaluation Committee (BEC) to evaluate the responses of the bidders (b) The BEC constituted by AUTHORITY shall evaluate the responses to the Bidding document / RFP (Technical Bid, and financial Bid) and all supporting documents / documentary evidence. Inability to submit requisite supporting documents / documentary evidence, may lead to rejection. (c) The decision of the BEC in the evaluation of responses to the Bidding document / RFP shall be final. No correspondence shall be entertained outside the process of negotiation/ discussion with the Committee. (d) The BEC may ask for meetings with the Bidders to seek clarifications on their proposals and may visit Bidder's client site to validate the credentials/ citations claimed by the bidder. (e) The BEC reserves the right to reject any or all proposals on the basis of any deviations. (f) Each of the responses shall be evaluated as per the criteria and requirements specified in this Bidding document / RFP. (g) Please note that BEC may seek inputs from their professional, external experts in the Bid evaluation process.
F. Award of Contract	
ITB 39.3/ 39.4	<p>website of Authority is: http://csml.co.in/tenders</p> <p>e-tender website is: http://etenders.kerala.gov.in</p>
ITB 41.1	<p>Standard form and amount of performance security acceptable to the Employer.</p> <ul style="list-style-type: none"> (i) Unconditional Bank Guarantee in the amount of [10]% of the Accepted Contract Amount

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ITB 41.4	<p>Add the following in this Clause:</p> <ul style="list-style-type: none">(i). In the event of the Bidder being unable to carry out works as per the contract for whatever reason Employer / AUTHORITY would invoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of Employer / AUTHORITY under the contract in the matter, the proceeds of the PBG shall be payable to Employer / AUTHORITY as compensation for any loss resulting from the bidder's failure to complete its obligations under the Contract. Employer / AUTHORITY shall notify the Bidder in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the Bidder is in default.(ii). AUTHORITY shall also be entitled to make recoveries from the bidder's bills, PBG, or from any other amount due to him, the equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.
ITB 42.1	<p>Disputes Resolution Method:</p> <p>Disputes Resolution Board consisting of 3 members. The method and procedure is mentioned in Conditions of Contract.</p>



APPENDIX-E TENDER (For e-tender)

Important Guidelines to be followed / ensured for e-tender related activities through e- procurement portal of Government of kerala ie. e-GP website www.etenders.kerala.gov.in

- (1) Only online bids are invited. Bid documents including the Bill of Quantities (BoQ) can be downloaded free of cost from the e-Government Procurement (e-GP) Website www.etenders.kerala.gov.in. All bid documents are to be submitted online only (Except for the documents stipulated in BDS) and in the designated manner on the e-GP website. Tenders/ bids shall be accepted only through online mode on the e-GP website and no manual submission of the same shall be entertained except for the documents specifically indicated.
- (2) A bid submission fee / Tender fee indicated in Invitation for bid / Notice inviting tender (NIT) shall be remitted online during the time of bid submission.
- (3) The hard copies of original Bid security and Power of attorney pertaining to Technical proposal shall be submitted subsequently after online submission of bids in a separate cover before the stipulated date and time of submission in addition to online submission. Price Bid shall only be submitted through online.
- (4) The Tender Inviting Authority/Employer shall not be responsible for any failure, malfunction or breakdown of the electronic system while downloading or uploading the documents by the Bidder during the e-procurement process.
- (5) Details required for e-payment (Details of bank account having core banking facility and e-mail address of the bidder) shall be furnished along with the tender.
- (6) Only those bidders having a valid and active registration, on the date of bid submission, shall submit bids online on the e-GP website.
- (7) Ineligible bidder or bidders who do not possess active registration, on the date of bid submission, are strictly advised to refrain themselves from participating in this tender.



- (8) All Bidders are required to register in the e-procurement portal. The Bidder intending to participate in the bid is required to register in the e-tenders portal using his/her Login ID and attach his/her valid Digital Signature Certificate (DSC) to his/her unique Login ID. He/ She has to submit the relevant information as asked for about the firm/contractor. The bidders, who submit their bids for this tender after digitally signing using their Digital Signature Certificate (DSC), accept that they have clearly understood and agreed the terms and conditions including all the Forms/ Annexure of this tender.
- (9) The tender document(s), may be downloaded free of cost from the e-Government procurement (e-GP website (www.etenders.kerala.gov.in)). However a bid submission fee, as mentioned in the NIT, is required to be submitted along with the online bid.
- (10) All prospective bidders are expected to see all information regarding submission of bid for the Work published in the e tender website during the period from the date of publication of NIT for the Work and up to the last date and time for submission of bid. Non observance of information published in the website shall not be entertained as a reason for any claim or dispute regarding a tender at any stage.
- (11) All bids shall be submitted online on the e-GP website only in the relevant envelope(s)/ cover(s), as per the type of tender. No manual submission of bids shall be entertained for the tenders published through e-GP system under any circumstances unless otherwise specified.
- (12) The e-GP system shall not allow submission of bids online after the stipulated date & time. The bidder is advised to submit the bids well before the stipulated date & time to avoid any kind of network issues, traffic congestion, etc. In this regard, the Employer shall not be responsible for any kind of such issues faced by bidder.
- (13) The Bidder is required to login to the e-procurement portal and download the listed documents from the website as mentioned in NIT. He shall save it in his system and undertake the necessary preparatory work off-line and upload the completed bid at his convenience before the closing date and time of submission.
- (14) The bidder is expected to examine carefully all instructions, Bid Data Sheet, Conditions of Contract, Contract Data, Forms, Terms, Technical Specifications/ Works requirements, Bill of Quantities, Annexure and Drawings in the Bid Document. Failure to comply with the requirements of Bid Document shall be at the Bidder's own risk.



- (15) The online bid submitted by the bidder shall comprise the following:
- (a) Details required for e-payment (Details of bank account having core banking facility and e-mail address of the contractor) in the prescribed format.
 - (b) Online payment of bid submission fee as detailed in the e-tender web site.
 - (c) Bid Security payment details.
 - (d) Copy of Registration Certificate duly attested.
 - (e) Power of attorney
 - (f) Joint Venture Agreement (in case of JV)
 - (g) Technical Bid including qualification fulfillment supporting documents
 - (h) Financial bid comprising Priced Bill of Quantities.
- (16) For e tenders, Bidders shall remit the Bid submission fee (Tender Fee) using the online payment options of e-Procurement system only. Bidders are advised to visit the “Downloads” section of e-Procurement website www.etenders.kerala.gov.in for State Bank of India or by using NEFT facility. Bidders opting for NEFT facility of online payment are advised to exercise this option at least 48 hours before the last date of bid submission to ensure that payment towards Bid Submission Fee is credited and a confirmation is reflected in the e-Procurement system. The online NEFT remittance form provided by e-Procurement system for making a NEFT transaction is not a payment confirmation. CSML/NIC/SBI/KSITM shall not be responsible for any kind of delay in payment status confirmation.
- (17) For Bid security, as detailed in **BDS**, the Bid security in specified form, amount with required validity shall be scanned and uploaded on e-tender website <http://www.etenders.kerala.gov.in> within the the stipulated date and time for online submission of the Bids.
- (18) The Bidder shall submit their bid online only through the e-GP web site of Kerala (www.etenders.kerela.gov.in) as per the procedure laid down for e-submission as detailed in the web site. For e tenders, the bidders shall download the tender documents including the Bill of Quantity (BoQ) file from the e tendering portal <http://www.etenders.kerala.gov.in>. The



Bidder shall fill up the documents and submit the same online using their Digital Signature Certificate. On successful submission of bids, a system generated receipt can be downloaded by the bidder for future reference. Copies of all certificates and documents shall be uploaded while submitting the tender online. The following scanned copies of documents are to be submitted online as required by the e-tenders portal.

- (a) Copy of remittance towards bid submission fee and Bid Security.
 - (b) Self attested Copy of the bidder's valid registration certificate in Kerala PWD, CPWD or other approved agencies
 - (c) Duly filled and signed copy of bid submission letter / Letter of Technical Bid as per bid document.
 - (d) Duly filled and signed copy of Technical Bid including qualification fulfillment supporting documents as per bid document.
 - (e) Duly filled and signed copy of Appendix to Bid as per bid document.
 - (f) Duly filled and signed copy of requisition for e-payment form as per bid document.
 - (g) Any other relevant information with testimonials.
 - (h) The bidder shall digitally sign all statements, documents, certificates uploaded by him, owning sole and complete responsibility for their correctness/authenticity as per the provisions of the IT ACT 2000.
 - (i) In addition to the above, the bidder shall upload a complete set of bid document with NIT, Corrigendum, Prebid minutes and Addendum and sections from 1 to IX using his digital signature as a token of acceptance of all bid conditions and the absence of complete set of bid document in the submitted bid shall be treated as non-responsive and will be rejected by the Employer.
 - (j) Price bid: This shall contain only the duly filled BoQ-file in MS-Excel format and shall be uploaded using the digital signature of the bidder in the e-tenders portal.
- (19) After the submission of bid online in the e -tenders portal, the hard copies of the following are to be submitted to the Tender Inviting Authority.
- i. Copy of remittance towards bid submission fee and Original copy of Bid Security and original power of attorney
 - ii. Copy of confirmation of bid submission in the e-tenders portal.

The above documents shall be send to the Employer's office address (as given in the **BDS**) by in such a way that it shall be delivered to the Tender box (as given in the **BDS**) of Tender Inviting Authority before the submission deadline. The Tender Inviting Authority reserves the right to reject any bid, for which the above details are not received before the stipulated date and time.



- (20) The Price bid shall only be submitted through online. The Tender Inviting Authority shall open the price bid of technically qualified bidders in the presence of bidders or their authorised representatives at notified date and time.
- (21) The Tender Inviting Authority shall not be responsible for any failure, malfunction or breakdown of the electronic system while downloading or uploading the documents by the Bidder during the e- procurement process
- (22) In case of any queries on e-tender, Contact below mentioned helpdesk services:

e-tender helpdesk of Kerala IT Mission:	Phone number : 0484-2332262
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Section III. Qualification Criteria

Section III. Qualification Criteria

This Section contains the criteria that the “Employer” / “Procuring Entity” shall use to evaluate bids and qualify Bidders. In accordance with **Clause 34 ITB and Clause 36 ITB**, methods or Qualification criteria included in this section shall be used. The Bidder shall provide all the information requested in the forms included in **Section IV, Bidding Forms**.

A. Evaluation

In addition to the criteria listed in **Clause 34 ITB** the following criteria shall apply:

(i) **Assessment of adequacy of Technical Proposal with Requirements**

Evaluation of the Bidder’s Technical Proposal will include an assessment of the Bidder’s technical capacity to mobilize key equipment and personnel for the contract consistent with its proposal regarding work methods, scheduling, and material sourcing in sufficient detail and fully in accordance with the requirements stipulated in **Section V (Employer’s Requirements / Works requirements)**.

The evaluation will include an assessment of the Bidder’s capacity to meet the requirements regarding:

- Experience
- Financial situation
- Current contract commitments,
- Cash flow capacity,
- Equipment to be allocated, and
- Personnel to be fielded

(ii) **Alternative Completion Times: Not applicable**

(iii) **Technical alternatives : Not applicable**

Section III. Qualification Criteria

Bidding document for Development of Smart Roads & Other Roads
in West Kochi under Smart City Mission



COCHIN SMART MISSION LIMITED

B. 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 Eligibility

Factor	1.1 ELIGIBILITY						
	Criteria	Compliance Requirements				Documentation	
		Requirement	Single Entity	Bidder			
				All partners combined	Each partner		At least one partner
Sub-Factor					Submission Requirements		
1.1.1 Nationality	Nationality in accordance with Clause 3.1 (a) ITB.	Must meet requirement	JVA must meet requirement	Must meet requirement	N / A	Form ELI –1 and ELI –2 with attachments	
1.1.2 Conflict of Interest	No- conflicts of interests as described in Clause 3.2 ITB.	Must meet requirement	JVA must meet requirement	Must meet requirement	N / A	Letter of Technical Bid	
1.1.3 ineligibility for corrupt or fraudulent practices	A bidder shall not be under a declaration of ineligibility for corrupt or fraudulent practices issued by the Employer as described in Clause 3.1 (f) ITB.	Must meet requirement	JVA must meet requirement	Must meet requirement	N / A	Letter of Technical Bid	

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Bidding document for Development of Smart Roads & Other Roads
in West Kochi under Smart City Mission



COCHIN SMART MISSION LIMITED

Factor	1.1 ELIGIBILITY					
Sub-Factor	Criteria	Compliance Requirements				Documentation
	Requirement	Bidder			Submission Requirements	
		Single Entity	Joint Venture			
			All partners combined	Each partner	At least one partner	
1.1.4 ineligibility due to expelling / blacklisting / rescinding of work	Bidder Should not have failed in the last three (3) years to perform on any contract or should have not been expelled from or abandoned any PWD, Government of Kerala work, any other State Government, Central Government or have any of their works rescinded for any reason as described in Clause 3.3 ITB.	Must meet requirement	JVA must meet requirement	Must meet requirement	N / A	Letter of Bid (A declaration to this effect shall be furnished).
1.1.5 Government Owned Entity	Compliance with conditions as described in Clause 3.4 ITB.	Must meet requirement	Must meet requirement	Must meet requirement	N / A	Form ELI –1. and ELI –2, with attachments

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Procuring Entity / Employer

Section III. Qualification Criteria

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in West Kochi under Smart City Mission



COCHIN SMART MISSION LIMITED

1.2 Pending Litigation: Pending Litigation Criterion and performance in past contracts shall apply:

Factor	1.2 HISTORICAL CONTRACT NON-PERFORMANCE						
	Sub-Factor	Criteria	Compliance Requirements			Documentation	
			Requirement	Bidder			
				Single Entity	Joint Venture		
		All partners combined	Each partner		At least one partner		
1.2.1 History of non-performing contracts	Non-performance of a contract did not occur within the last 5 (five) years [1 April 2013 to bid submission date] prior to the deadline for submission, based on all information on fully settled disputes or litigation. A fully settled dispute or litigation is one that has been resolved in accordance with the Dispute Resolution Mechanism under the respective contract, and where all appeal instances available to the bidder have been exhausted.	Must meet requirement by itself or as partner to past or existing JVA	N / A	Must meet requirement by itself or as partner to past or existing JVA	N / A	Form-LIT	

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COCHIN SMART MISSION LIMITED

Factor	1.2 HISTORICAL CONTRACT NON-PERFORMANCE					
Sub-Factor	Criteria	Compliance Requirements				Documentation
	Requirement	Single Entity	Bidder			Submission Requirements
			Joint Venture			
			All partners combined	Each partner	At least one partner	
1.2.2 Pending Litigation	All pending litigation shall in total not represent more than Eighty percent (80%) of the Bidder's net worth (calculate as the difference between total assets and total liabilities) and shall be treated as resolved against the Bidder.	Must meet requirement by itself or as partner to past or existing JVA	N / A	Must meet requirement by itself or as partner to past or existing JVA	N / A	Form-LIT
1.2.3 Levy of Maximum LD	Final Liquidated damages (LD) due to poor performance, in contracts executed in last 10 years [1 April 2008 to bid submission date] should not have been imposed to the maximum value of eligible LD in more than 10% of contracts completed.	Must meet requirement	N / A	Must meet requirement	N / A	Form Tech-1 Bidder / each partner of JV will submit an undertaking in support of this requirement (separate by each JV partner).

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COCHIN SMART MISSION LIMITED

<i>Factor</i>	1.2 HISTORICAL CONTRACT NON-PERFORMANCE					
Sub-Factor	Criteria	Compliance Requirements				Documentation
	Requirement	Single Entity	Bidder			Submission Requirements
			Joint Venture			
1.2.4 Rescinding/ Termination of contracts due to poor performance	Rescinding/ Termination of contracts due to poor performance shall not be more than 5% of contracts in hand during last 10 years <i>[1 April 2008 to bid submission date]</i>	Must meet requirement	N / A	Must meet requirement	N / A	Form Tech-2 Bidder /each partner of JV will submit an undertaking in support of this requirement (separate by each JV partner).

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COCHIN SMART MISSION LIMITED

1.3 Financial Requirements

Factor	1.3 FINANCIAL SITUATION					
	Sub-Factor	Criteria Requirement	Compliance Requirements			Documentation Submission Requirements
			Single Entity	Bidder		
				Joint Venture	Each partner	
All partners combined						
1.3.1 Historical Financial Performance	<p>Submission of audited balance sheets or if not required by the law of the bidder's country, other financial statements acceptable to the Employer, for the last five [5] years [1 April 2013 to 31 March 2018] to demonstrate the current soundness of the bidders financial position and its prospective long term profitability.</p> <p>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.</p>	Must meet requirement	N / A	Must meet requirement	N / A	Form FIN-1 with attachments

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COCHIN SMART MISSION LIMITED

Factor	1.3 FINANCIAL SITUATION					
Sub-Factor	Criteria	Compliance Requirements				Documentation
	Requirement	Single Entity	Bidder			Submission Requirements
			Joint Venture			
			All partners combined	Each partner	At least one partner	
	A Bidder's net worth calculated as the difference between total assets and total liabilities should be positive for at least three years in last five years.					
1.3.2 .Average Annual Turnover	Minimum average annual turnover (Civil Engineering construction and Electrical works) of INR 33.00 CRORE , calculated as total certified payments received for contracts in progress or completed, within the last five [3] years [1 April 2015 to 31 March 2018] . ie. (FY 2015-2016, 2016-2017, 2017-2018)	Must meet requirement	Must meet requirement	Must meet thirty percent (30%) of the requirement	Must meet fifty percent (50%) of the requirement	Form FIN-2

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COCHIN SMART MISSION LIMITED

Factor	1.3 FINANCIAL SITUATION					
Sub-Factor	Criteria	Compliance Requirements				Documentation
	Requirement	Single Entity	Bidder			Submission Requirements
			Joint Venture			
			All partners combined	Each partner	At least one partner	
1.3.3 Financial Resources	<p>The Bidder must demonstrate access to, or availability of, financial resources such as liquid assets, lines of credit, or other financial resources (means, other than any contractual advance payments) to meet:</p> <p>(i) the following cash-flow requirement:</p> <p>INR 27.50 CRORE and</p> <p>(ii) the overall cash flow requirements for this contract and its current commitments.</p> <p><i>[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].</i></p>	Must meet requirement	Must meet requirement	Must meet thirty percent (30%) of the requirement	Must meet fifty percent (50%) of the requirement	Form FIN-3 and Form FIN-4

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COCHIN SMART MISSION LIMITED

Factor	1.3 FINANCIAL SITUATION					
Sub-Factor	Criteria	Compliance Requirements				Documentation
	Requirement	Single Entity	Bidder			Submission Requirements
			Joint Venture			
			All partners combined	Each partner	At least one partner	
<p>1.3.4 Bidding Capacity</p>	<p>Availability of Bidding Capacity should be at least equal to <u>INR 110.00 CRORE</u></p> <p>Available bid capacity will be evaluated as under:</p> <p style="text-align: center;">Bidding capacity = 2xAxN-B</p> <p>Where</p> <p>A= maximum annual construction turnover in last five financial years taking into account the completed as well as works in progress</p> <p>(Updated to the current price level, rate of inflation shall be 10% per year).</p>	<p>Must meet requirement</p>	<p>Must meet requirement</p>	<p>Must meet thirty percent (30%) of the requirement</p>	<p>Must meet fifty percent (50%) of the requirement</p>	<p>Form FIN –6</p>

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COCHIN SMART MISSION LIMITED

Factor	1.3 FINANCIAL SITUATION					
Sub-Factor	Criteria	Compliance Requirements				Documentation
	Requirement	Bidder			Submission Requirements	
		Single Entity	Joint Venture			
			All partners combined	Each partner	At least one partner	
	<p>N= Number of years prescribed for completion of works (infrastructure component) for which bids has been invited which is 2 years for this bid.</p> <p>B= Value at current price level of existing commitments and ongoing works to be completed during the next 5 years. Bidders will give a calculation for the same.</p>					

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COCHIN SMART MISSION LIMITED

Factor	1.3 FINANCIAL SITUATION					
Sub-Factor	Criteria	Compliance Requirements				Documentation
	Requirement	Single Entity	Bidder			Submission Requirements
			Joint Venture			
			All partners combined	Each partner	At least one partner	
1.3.5 Financial stability	<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 5 financial years [1 April 2013 to 31 March 2018].</p> <p><i>ie. (FY 2013-2014, 2014-2015, 2015-2016, 2016-2017, 2017-2018)</i> and up to the date of bid submission.</p>	Must meet requirement	N / A	Must meet requirement	N / A	<p>Form Tech-3</p> <p>The bidder shall submit an undertaking to this effect along with certificate from the bidder's Chartered Accountant or Auditors.</p> <p><i>Undertaking by the bidder along with certificate from the bidder's Chartered Accountant or Auditors should be submitted with the Technical bid.</i></p>

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COCHIN SMART MISSION LIMITED

1.4 Construction Experience

<i>Factor</i>	1.4 EXPERIENCE					
Sub-Factor	Criteria	Compliance Requirements				Documentation
	Requirement	Bidder			Submission Requirements	
		Single Entity	Joint Venture			
			All partners combined	Each partner	At least one partner	
1.4.1 General Experience	Experience under construction, Infrastructure contracts in the role of contractor, subcontractor, or management contractor for at least the last five [5] years <i>ie. (2013-2014, 2014-2015, 2015-2016, 2016-2017, 2017-2018)</i> prior to the bid submission deadline, and with activity in at least nine (9) months in each year.	Must meet requirement	N / A	Must meet requirement	N / A	Form EXP-1

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COCHIN SMART MISSION LIMITED

Factor	1.4 EXPERIENCE					
Sub-Factor	Criteria	Compliance Requirements				Documentation
	Requirement	Single Entity	Bidder			Submission Requirements
			Joint Venture			
			All partners combined	Each partner	At least one partner	
1.4.2 (a) Specific Experience (CIVIL)	(a) Participation as contractor, management contractor, or subcontractor, in at least (i) One similar Civil infrastructure project work of contract value of at least <u>INR 62.40 CRORE</u> OR (ii) Two similar Civil infrastructure project work of contract value of at least <u>INR 39.00 CRORE</u> OR (iii) Three similar Civil infrastructure project work of contract value of at least <u>INR 31.20 CRORE</u> <u>within the last seven (7) years, that have been successfully or are *substantially (as detailed in Section IV) completed. I.e. (from 01st Oct'2011 to 30th Sept 2018) prior to the bid submission deadline.</u>	Must meet requirement	Must meet requirements	N / A	Must meet requirements	Form EXP 2(a)

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COCHIN SMART MISSION LIMITED

Factor	1.4 EXPERIENCE					
Sub-Factor	Criteria	Compliance Requirements				Documentation
	Requirement	Bidder			Submission Requirements	
		Single Entity	Joint Venture			
				All partners combined	Each partner	At least one partner
	<p>NOTE: Similar Civil infrastructure project implies, Road works for National highway / State Highway / Airports, construction of Underground Utility ducting and Stormwater drainage works, Electrical works, Power cabling, works</p>					

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COCHIN SMART MISSION LIMITED

Factor	1.4 EXPERIENCE					
Sub-Factor	Criteria	Compliance Requirements				Documentation
	Requirement	Bidder			Submission Requirements	
		Single Entity	Joint Venture			
			All partners combined	Each partner	At least one partner	
(b) Specific Experience (ELECTRICAL)	<p>(b) Participation as contractor, management contractor, or subcontractor, in at least</p> <p>(i) One similar Electrical infrastructure (for Roads) project work of contract value of at least <u>INR 25.60 CRORE</u></p> <p>OR</p> <p>(ii) Two similar Electrical infrastructure (for Roads) project work of contract value of at least <u>INR 16.00 CRORE</u></p> <p>OR</p> <p>(iii) Three similar Electrical infrastructure (for Roads) project work of contract value of at least <u>INR 12.80 CRORE</u></p> <p>_within the last seven (7) years, that have been successfully or are *substantially (as detailed in Section IV) completed. I.e. (from 01st Oct'2011 to 30th Sept 2018) prior to the bid submission deadline,</p>	Must meet requirement	Must meet requirements	N / A	Must meet requirements	Form EXP 2(a)

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COCHIN SMART MISSION LIMITED

Factor	1.4 EXPERIENCE					
Sub-Factor	Criteria	Compliance Requirements				Documentation
	Requirement	Bidder			Submission Requirements	
		Single Entity	Joint Venture			
			All partners combined	Each partner	At least one partner	
	<p>NOTE: For Electrical works, the bidder should possess a valid Electrical license</p> <p>Similar Electrical infrastructure (for Roads) project work implies, Electrical works (for roads) including power cabling covering following works</p> <p>(i) supply, Installation of HT(11 KV) and LT (415 Volts) overhead lines and transformers 500 /250 KVA Compact Substation / Customized Compact Substation RMU, Transformer and Low voltage panels, smart metres</p> <p>(ii) under grounding of HT, LT and data / telephone cables in RCC trench / HDPE ducts.</p>					

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COCHIN SMART MISSION LIMITED

Factor	1.4 EXPERIENCE																													
Sub-Factor	Criteria	Compliance Requirements				Documentation																								
	Requirement	Single Entity	Bidder			Submission Requirements																								
			Joint Venture																											
			All partners combined	Each partner	At least one partner																									
1.4.3 (c) Specific Experience (CIVIL)	<p>(c) For the above or other contracts executed during the period stipulated in 1.4.2 (a) and (b) above, a minimum experience in the following key activities:</p> <p>Executed in any one year, the following minimum quantities of work (CIVIL) ;</p> <table border="1" data-bbox="332 1060 678 1528"> <thead> <tr> <th>Item of work</th> <th>Quantity</th> </tr> </thead> <tbody> <tr> <td>Earth work</td> <td>12092 Cum</td> </tr> <tr> <td>RCC M 20</td> <td>4357 Cum</td> </tr> <tr> <td>RCC M 25</td> <td>1449 Cum</td> </tr> <tr> <td>RCC Kerb</td> <td>702 cum</td> </tr> <tr> <td>Tactile tile</td> <td>5971 Sqm</td> </tr> <tr> <td>60mm interlock PU mould Paver blocks</td> <td>18629 Sqm</td> </tr> <tr> <td>WMM</td> <td>165 Cum</td> </tr> <tr> <td>DBM</td> <td>2683 Cum</td> </tr> <tr> <td>BC</td> <td>1508 Cum</td> </tr> <tr> <td>100 mm tile</td> <td>150 Sqm</td> </tr> <tr> <td>Hysd Steel</td> <td>479 MT</td> </tr> </tbody> </table>	Item of work	Quantity	Earth work	12092 Cum	RCC M 20	4357 Cum	RCC M 25	1449 Cum	RCC Kerb	702 cum	Tactile tile	5971 Sqm	60mm interlock PU mould Paver blocks	18629 Sqm	WMM	165 Cum	DBM	2683 Cum	BC	1508 Cum	100 mm tile	150 Sqm	Hysd Steel	479 MT	Must meet requirements	Must meet requirements	N / A	Must meet requirements	Form EXP-2(b)
Item of work	Quantity																													
Earth work	12092 Cum																													
RCC M 20	4357 Cum																													
RCC M 25	1449 Cum																													
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Factor	1.4 EXPERIENCE																															
Sub-Factor	Criteria	Compliance Requirements				Documentation																										
	Requirement	Single Entity	Bidder			Submission Requirements																										
			Joint Venture																													
			All partners combined	Each partner	At least one partner																											
(d) Specific Experience (ELECTRICAL)	<p>(d) For the above or other contracts executed during the period stipulated in 1.4.2 (a) and (b) above, a minimum experience in the following key activities:</p> <p>Executed in any one year, the following minimum quantities of work (ELECTRICAL) ;</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Item of work</th> <th style="text-align: left;">Quantity</th> </tr> </thead> <tbody> <tr> <td>HT cable</td> <td>3600 m</td> </tr> <tr> <td>500KVA Compact substation</td> <td>2 set</td> </tr> <tr> <td>Customised Compact substation</td> <td>3 No.'s</td> </tr> <tr> <td>LED post top lamp with pole</td> <td>105 m</td> </tr> <tr> <td>11 KV Ringain Unit (RMU)</td> <td>16 No.'s</td> </tr> <tr> <td>REMOTE TERMINAL UNIT (RTU)</td> <td>17 No.'s</td> </tr> <tr> <td>Feeder pillar - Type 1 (ain feeder Pillar (OUT DOOR) TYPE IP-55)</td> <td>15 No.'s</td> </tr> <tr> <td>Telecom HDPE Duct</td> <td>59400 No.'s</td> </tr> <tr> <td>smart energy meters Single phase meter with MMB enclosure</td> <td>1800 No.'s</td> </tr> <tr> <td>smart energy meters Three phase meter with MMB enclosure</td> <td>1200 No.'s</td> </tr> <tr> <td>LT cables</td> <td>12600 m</td> </tr> <tr> <td>160m power duct</td> <td>3000 m</td> </tr> </tbody> </table>	Item of work	Quantity	HT cable	3600 m	500KVA Compact substation	2 set	Customised Compact substation	3 No.'s	LED post top lamp with pole	105 m	11 KV Ringain Unit (RMU)	16 No.'s	REMOTE TERMINAL UNIT (RTU)	17 No.'s	Feeder pillar - Type 1 (ain feeder Pillar (OUT DOOR) TYPE IP-55)	15 No.'s	Telecom HDPE Duct	59400 No.'s	smart energy meters Single phase meter with MMB enclosure	1800 No.'s	smart energy meters Three phase meter with MMB enclosure	1200 No.'s	LT cables	12600 m	160m power duct	3000 m	Must meet requirements	Must meet requirements	N / A	Must meet requirements	Form EXP-2(b)
Item of work	Quantity																															
HT cable	3600 m																															
500KVA Compact substation	2 set																															
Customised Compact substation	3 No.'s																															
LED post top lamp with pole	105 m																															
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REMOTE TERMINAL UNIT (RTU)	17 No.'s																															
Feeder pillar - Type 1 (ain feeder Pillar (OUT DOOR) TYPE IP-55)	15 No.'s																															
Telecom HDPE Duct	59400 No.'s																															
smart energy meters Single phase meter with MMB enclosure	1800 No.'s																															
smart energy meters Three phase meter with MMB enclosure	1200 No.'s																															
LT cables	12600 m																															
160m power duct	3000 m																															

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Note:

1. ***substantially completed means:**
 - (i) Contractor has completed the works but could not commission the same because of hindrances beyond the control of contractor OR
 - (ii) Contractor has completed 90 % of the Contracted work (both physical and financial) OR
 - (iii) Contractor has completed the work and commissioned the works atleast for the amount required for qualification, out of large size contract
2. **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.**
3. **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:**

Sl. No	Financial Year in which work was completed*	Weightage
(i)	2017-18	1.00
(ii)	2016-17	1.10
(iii)	2015-16	1.21
(iv)	2014-15	1.33
(v)	2013-14	1.46

*For eg. *Financial Year 2016-17 means 1 April 2016 to 31 March 2017*

1.5 Specific Requirements

1.5.1 Clients certificate of experience must clearly indicate whether (i) Completed and commissioned or (ii) Substantially completed

1.5.2 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 evaluation of experience. Certificates issued for sub-

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contracting the work by the original contractor or any associated agency will not be considered.

1.5.3 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.

1.5.4 JV and / or Consortium shall comprise of not more than **three 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.

1.6 Shedule-Personnel

The Bidder must demonstrate that it has the personnel for the key positions that meet the following requirements:

(A) Minimum Personnel: (Civil work)

SI No.	Position	Qualification	Number	Total Work Similar Experience in Years	In Similar Works Experience in Years
1	Project Manager	BE Civil Engineering or Equivalent	1	12	5
2	Construction Manager	BE Civil Engineering or Equivalent	1	10	5
3	Planning Engineer	BE Civil Engineering or Equivalent	1	10	5
4	Quality Control and Material Engineer	BE Civil Engineering or Equivalent	1	10	5
5	Plant Engineer	BE Mechanical Engineering	1	10	5
6	Survey Engineer	Diploma in Civil	2	10	5
7	Quantity Surveyor	BE Civil Engineering	1	8	5
8	Site Engineer	BE Civil or Diploma	7	6 (8 for Diploma Holders)	5

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Section III. Qualification Criteria

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(B) Minimum Personnel: Electrical Work

Sl. No	Designation	Qualification	Number	Total years of work Experience	Similar Work Experience
1	Project Manager	B Tech in Electrical engineering	1	15	5
2	Site Engineer	Diploma in Electrical	4	7	3
3	Site Engineer	Diploma in Electronics Engg.	1	7	3
4	Supervisors	Diploma in Electrical engineering with min 5 years experience / ITI in electrical engineering with 8 years experience.	4	5	3
5	Cable Jointer	ITI in electrical engineering with experience in cable jointing of 11 KV cables.	1	5	3
6	Electricians	ITI in Electrical Engineering	1	7	3
7	Welders	ITI	1	7	3
8	Fitter	ITI	1	7	3
9	Safety Officer	Diploma in engineering with certificate in Fire & Safety	1	7	3

The Bidder shall provide details of the proposed personnel and their experience records using Forms **PER-1** and **PER-2** included in **Section IV**, Bidding Forms.

1.7 Shedule-Equipment

The Bidder must demonstrate that it has the key equipment (either owned rented or leased):

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Section III. Qualification Criteria

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COCHIN SMART MISSION LIMITED

(A) Minimum Equipment (Civil works)

(See clause 14 of Section 2-ITB)

Sl. No.	List of Equipment	Numbers	Capacity
	During Execution		
1	HOT MIX PLANT- BATCH TYPE ELECTRONIC CONTROLS AND VIBRATORY SCREENS	1	120 TPH
2	WMM PLANT	1	100 TPH
3	EXCAVATORS AND DOZESS	3	1.25 CUM
4	MOTOR GRADER	2	200 CUM/HR.
5	PAVER FINISHER WITH ELECTRONIC SENSORS	1	1 NOS. CAPABLE OF PAVING 5.5MTR./HR.
6	CONCRETE BATCHING PLANT	1	15 CUM/HR.
7	PNEUMATIC TYRE ROLLERS	1	8 TONNE MINIMUM 8 TYRES
8	VIBRATORY ROLLER	2	8 TO 10 TONNE
9	TANDOM VIBRATORY ROLLER	2	8 TO 10 TONNE
10	TRUCKS	10	10 TONNE

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Section III. Qualification Criteria

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11	HYDRA CRANE	1	
12	MINI VIBRATORY ROLLER	1	
13	TRUCK MOUNTED TRANSIT MIXER	4	4-6 CUM
14	BITUMEN PRESSURE DISTRIBUTOR	2	1750 SQM/HR.
15	WATER TANKER	2	6 KL
16	PAVER BLOCK CASTING MACHINE	1	
17	MECHANICAL BROOM	1	1500 SQMTR/HR.

(B) Minimum Tools & Equipments (Electrical works)

Sl. No.	List of Equipment	Number
1	Drilling machine	As per Project Requirement
2	Welding Machine	As per Project Requirement
3	Jack hammer	As per Project Requirement
4	Cable drum jacks	As per Project Requirement
5	Cable winches	As per Project Requirement
6	Cable rollers	As per Project Requirement
7	Hydraulic cable drum jacks	As per Project Requirement
8	Pipe wrench	As per Project Requirement

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Section III. Qualification Criteria

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Sl. No.	List of Equipment	Number
9	Blow lamps	As per Project Requirement
10	Hydraulic crimping tool	As per Project Requirement
11	Manual crimping tool.	As per Project Requirement
12	Chain block and pulley	As per Project Requirement
13	Fork Lifts	As per Project Requirement
14	Any other tools or machineries required for Completion of works	As per Project Requirement

(C) Major Testing Equipments: (Electrical works)

1. Digital Multimeter,
2. Hipot Test Kit,
3. Motorised Megger (5 KV) ,
4. Hand Operated 500/ 1000 V Megger,
5. Earth Megger,
6. Tong Tester,
7. Protective Relay Testing Kit (Secondary injection).

The Bidder shall provide further details of proposed items of equipment & Tools using **Form EQU: Equipment** in **Section IV, Bidding Forms**.

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Section IV. Bidding Forms



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Letter of Technical Bid

The following form is to be downloaded, particulars are to be filled, scanned & uploaded by the Bidder, to the e- tender website “www.etenders.kerala.gov.in” along with the Bid.

Note: The detailed procedure for downloading / uploading the documents will be available in Help wizard & FAQ of the above mentioned Website.*

[The Bidder shall fill in this Form in accordance with the instructions indicated. No alterations to its format shall be permitted and no substitutions shall be accepted.]

Date:/....., 2018

No.: _____

Invitation for Bid No.: _____

To: **Managing Director,
Cochin Smart Mission Limited (CSML),
10th Floor, Revenue Tower, Park Avenue,
Kochi 682011**

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Document, including Addenda issued in accordance with **Instructions to Bidders (ITB) 11** [insert the number and issuing date of each Addenda] _____;
- (b) We offer to execute in conformity with the Bidding Document the following Works **Development of Smart Roads & Other Roads in West Kochi under Smart City Mission;**
- (c) Our bid consisting of the Technical Bid and the Price Bid shall be valid for a period of [specify the number of calendar days] _____ days from the latest date fixed for the Technical bid opening date) in accordance with the **Sub-Clause 18.1 ITB** of Bidding Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

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- (d) We, including any subcontractors or suppliers for any part of the contract, have or will have nationalities from eligible countries, in accordance with **Sub-Clause 3.1 ITB**;
- (e) We, including any subcontractors or suppliers for any part of the contract, do not have any conflict of interest in accordance with **Sub-Clause 3.2 ITB**;
- (f) If our bid is accepted, we commit to obtain a performance security in accordance with the Bidding Document;
- (g) We are not participating, as a Bidder or as a subcontractor, in more than one bid in this bidding process in accordance with **Sub-Clause 3.2 (e) ITB**; other than alternative offers submitted in accordance with **Clause 15 ITB**;
- (h) We agree to permit [Cochin Smart Mission Limited \[CSML\]](#) 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 [Cochin Smart Mission Limited \[CSML\]](#).
- (i) If our Bid is accepted, we commit to mobilizing key equipment and personnel in accordance with the requirements set forth in **Section V (Employer's Requirements / Works requirements / Technical Specifications)** and our Technical Bid, or as otherwise agreed with the Employer.
- (j) 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
- (k) We, including any of our subcontractors or suppliers for any part of the contract, have not failed in the last three **(3) years** to perform on any contract or been expelled from or abandoned any PWD, Government of Kerala work, any other State Government, Central Government or have any of their works rescinded for any reason in accordance with **Sub-Clause 3.3 ITB**;

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- (l) We are not a government owned entity/ We are a government owned entity but meet the requirements of **Sub-Clause 3.4 ITB⁶**;
- (m) We have paid, or will pay the following commissions, gratuities, or fees with respect to the bidding process or execution of the Contract: [insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]

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

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

- (n) 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
- (o) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
- (p) 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 _____
 [Insert complete name of person signing the Bid] [Insert legal capacity of person signing the bid]

Signed _____
 [Insert signature of person whose name and capacity are shown above]

Duly authorized to sign the bid for and on behalf of _____
 [Insert complete name of Bidder]

Dated on _____ day of _____,
 [Insert date of signing]

⁶ Use one of the two options as appropriate



Appendix to Bid- Schedule of Adjustment Data

Bidder shall follow the applicable procedure indicated below:

<i>Submission of tender through</i>	<i>Procedure to be followed by Bidder</i>
<i>e-tendering (through e- procurement portal www.etenders.kerala.gov.in)</i>	<i>Table A. Local Currency-“Appendix to Bid- Schedule of Adjustment Data” provided in subsequent sheets shall be downloaded, particulars are to be filled, scanned & uploaded by the Bidder, to the e- tender website “www.etenders.kerala.gov.in” along with the Bid.</i>



Appendix to Bid- Schedule of Adjustment Data

Persuant to ITB Clause 16.4, in Table A below, the Bidder shall derive and fill its proposed weightings for local currency payment.

Table A. Local Currency

Index code	Index description	Source of index	Bidder's related currency amount	Bidder's proposed weighting %
1	Cost Index for Labour	The average consumer price index for industrial workers (whole-sale prices) As published in Reserve Bank of India Journal, for the Kochi area / as published by the Labour bureau, Government of India for the quarter under consideration on website www.labourbureau.gov.in for Ernakulam Centre, Kerala state	100%	
2	Cost index for material (Steel)	The average wholesale price index of "Mild Steel- Long Products" As published by the Office of the Economic Adviser Government of India, Ministry of Commerce & Industry website www.eaindustry.nic.in	100%	
3	Cost index for material (Cement)	The average wholesale price index of "Ordinary Portland Cement" As published by the Office of the Economic Adviser Government of India, Ministry of Commerce & Industry website www.eaindustry.nic.in	100%	

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Index code	Index description	Source of index	Bidder's related currency amount	Bidder's proposed weighting %
4	Cost Index for equipment operation (Fuels and lubricant)	The average wholesale price index of "High Speed Diesel (HSD)" As published by the Office of the Economic Adviser Government of India, Ministry of Commerce & Industry website www.eaindustry.nic.in	100%	
5	Cost index for material (Bitumen)	The official retail price of bitumen at the IOC depot in Kochi	100%	
6	Cost index for material (Plant & Machinery)	The average wholesale price index of "Manufacture of Machinery and Equipment" As published in Reserve Bank of India Journal/ as published by the Office of the Economic Adviser Government of India, Ministry of Commerce & Industry website www.eaindustry.nic.in	100%	
7	Cost Index for local materials (other than cement, steel, bitumen and POL)	The average wholesale price index of "all commodities" As published in Reserve Bank of India Journal/ as published by the Office of the Economic Adviser Government of India, Ministry of Commerce & Industry website www.eaindustry.nic.in	100%	
				100.00

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Bill of Quantities

Bill of Quantities (BOQ.xls file)

(uploaded separately as .xls file in VOLUME-3)

[via e- procurement portal www.etenders.kerala.gov.in]

Financial Bid Format & Instructions

To be submitted on e-Tendering Portal only (i.e. www.etenders.kerala.gov.in)

Bill of Quantities (BOQ)is uploaded separately as Microsoft excel file.

Instructions:

- a) Bill of Quantities (BOQ) can be downloaded free of cost from the e- Government Procurement (e-GP) Website www.etenders.kerala.gov.in. All bid documents are to be submitted online only and in the designated manner on the e-GP website. Tenders/ bids shall be accepted only through online mode on the e-GP website and no manual submission of the same shall be entertained except for the documents specifically indicated.

- b) The Bidder shall submit their bid online only through the e-GP web site of Kerala (www.etenders.kerela.gov.in) as per the procedure laid down for e-submission as detailed in the web site. For e tenders, the bidders shall download the tender documents including the Bill of Quantities (BOQ) file from the e tendering portal [http://www. etenders.kerala.gov.in](http://www.etenders.kerala.gov.in). The Bidder shall fill up the documents. and submit the same online using their Digital Signature Certificate. On successful submission of bids, a system receipt can be generated and downloaded by the bidder for future reference. Copies of all certificates and documents shall be uploaded while submitting the tender online. Submission of Price proposal in hard copy would result in disqualification and rejection of bid

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- c) CSML does not guarantee the quantity for the particular line items given above. The actual quantity for the given items may be more or less. The payment shall be made based on unit cost quoted for the particular item on actual work/item is undertaken / supplied.
- d) All items provided should be under Insurance. The Insurance should be for entire duration of the Project for 5 Years and comprehensive covering damages for Theft, Fire, Natural Calamities, Riots and Terrorists activities etc.
- e) Bidder should provide all prices as per the prescribed format under BOQ.
- f) All the prices are to be entered in Indian Rupees ONLY
- g) CSML reserves the right to ask the Bidder to submit proof of payment against any of the taxes, duties, levies indicated.
- h) CSML shall take into account all Taxes, Duties & Levies for the purpose of evaluation
- i) The Bidder needs to account for all Out of Pocket expenses, no additional payment shall be made by CSML whatsoever.
- j) Bidder should refer the Bid document / RFP document for details on the technical requirements and specifications for the items mentioned in the financial formats.
- k) Any component/fixtures/ancillary/adjunct to the specified item shall be deemed to have been included in the unit rates quoted above.

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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 Kerala 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.

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- 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.
- 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 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 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;

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- (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 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.
- 15) All electricity costs and initial connection charges etc. associated with operations shall be paid by **CSML** directly to the electricity service provider. The power connections shall be obtained in the name of **[CSML or KMC as informed later]**, the charges of which will be paid by **CSML** directly to electricity department or reimbursed under provisional sum if paid by the Contractor.
- 16) The serviceable materials, recovered while shifting of utilities as ascertained by the Employer or Engineer in charge, shall be deposited at designated store yards or as directed by the Employer or Engineer in charge. No payment shall be made to the Contractor in this regard.
- 17) 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.

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- 18) 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.
- 19) Contractor shall make arrangements for required space for construction of, office and stores 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.
- 20) 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.
- Metric System and Abbreviations
1. Millilitre -ml
 2. Million Litres per Day- mld
 3. Million Litre -ML
 4. Litre- ltr
 5. Linear meter -m
 6. Gram -gm
 7. Square metre -m²
 8. Cubic metre -m³

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9. Number- No.
10. Kilogram- kg
11. Lump Sum- LS
12. Indian Rupees -Rs
13. Millimetre -mm
14. Square Centimetre- cm²
15. Square Millimetre -mm²

Technical Proposal / Bid

- Site Organization
- Method Statement
- Mobilization Schedule
- Work Plan & Construction Schedule
- Equipment
- Personnel
- Others

Bidder shall follow the applicable procedure indicated below:

<i>Submission of tender through</i>	<i>Procedure to be followed by Bidder</i>
<i>e-tendering (through e- procurement portal www.etenders.kerala.gov.in)</i>	<i>Technical proposal consisting of above mentioned items indicated in the following forms is to be downloaded, particulars are to be filled, scanned & uploaded by the Bidder, to the e-tender website "www.etenders.kerala.gov.in" along with the Bid.</i>

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Site Organization

(Bidder shall insert the Site Organization information)

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 works included under this Contract package like mobilization; preparation of Service Improvement Plan; design, drawing, construction, commissioning) and operation and maintenance period (if included) separately.

Method Statement

(Bidder shall insert the Method Statement complying to the following)

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) Designs and drawings;
 - (iv) Preparation of service improvement plan (SIP), including phasing of works, and drawings
 - (v) Implementation schedule along with methodology as per scope of works:
 - (vi) Operation Services:
 - (vii) Safeguard activities;
 - (viii) Any other activities

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Mobilization Schedule

(Bidder shall insert the Mobilization Schedule)

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.



Work Plan and Construction Schedule

(Bidder shall insert the Work plan and Construction Schedule)

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

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.

Equipment

Form-EQU: Equipment

The Bidder shall provide adequate information to demonstrate clearly that it has the capability to meet the requirements for the key equipment listed in **Section III (Qualification Criteria) & Section V (Employer's requirements / Works Requirements)**. A separate Form shall be prepared for each item of equipment listed, or for alternative equipment proposed by the Bidder.

The following form is to be downloaded, particulars are to be filled, scanned & uploaded by the Bidder, to the e- tender website "www.etenders.kerala.gov.in" along with the Bid.

Note: The detailed procedure for downloading / uploading the documents will be available in Help wizard & FAQ of the above mentioned Website.*

Item of equipment		
Equipment information	Name of manufacturer	Model and power rating
	Capacity	Year of manufacture
Current status	Current location	
	Details of current commitments	
Source	Indicate source of the equipment <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.

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

Contractor

Procuring Entity / Employer

Personnel

Form PER-1: Proposed Personnel

Bidders should provide the names of suitably qualified personnel to meet the specified requirements stated in **Section III (Qualification Criteria) & Section V (Employer's requirements / Works Requirements)**. The data on their experience should be supplied using the Form below for each candidate.

The following form is to be downloaded, particulars are to be filled, scanned & uploaded by the Bidder, to the e- tender website "www.etenders.kerala.gov.in" along with the Bid.

Note: The detailed procedure for downloading / uploading the documents will be available in Help wizard & FAQ of the above mentioned Website.*

1.	Title of position*
	Name
2.	Title of position*
	Name
3.	Title of position*
	Name

*As listed in **Section III (Qualification Criteria) & Section V (Employer's requirements / Works Requirements)**.

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Form PER-2: Resume of Proposed Personnel

Name of Bidder

Position		
Personnel information	Name	Date of birth
	Professional qualifications	
Present employment	Name of employer	
	Address of employer	
	Telephone	Contact (manager / personnel officer)
	Fax	E-mail
	Job title	Years with present employer

Contractor

Procuring Entity / Employer

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Summarize professional experience over the last 20 years, in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

From	To	Company / Project / Position / Relevant technical and management experience



Bidders Qualification

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

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COCHIN SMART MISSION LIMITED

Form ELI – 1: Bidder’s Information Sheet

The following form is to be downloaded, particulars are to be filled, scanned & uploaded by the Bidder, to the e- tender website “www.etenders.kerala.gov.in” along with the Bid.

Note: The detailed procedure for downloading / uploading the documents will be available in Help wizard & FAQ of the above mentioned Website.*

Bidder’s Information	
Bidder’s legal name	
In case of JV, legal name of each partner	
Bidder’s country of constitution	
Bidder’s year of constitution	
Bidder’s legal address in country of constitution	

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COCHIN SMART MISSION LIMITED

Bidder's Information

**Bidder's authorized
representative**

(name, address,
telephone numbers, fax
numbers, e-mail
address)

***Uploaded the copies of the following original documents.**

- 1. In case of single entity, articles of incorporation or constitution of the legal entity named above, in accordance with **Sub-Clause 3.1 & 3.2 ITB**.
- 2. Authorization to represent the firm or JV named in above, in accordance with **Sub-Clause 20.2 ITB**.
- 3. In case of JV, JV agreement, in accordance with **Sub-Clause 3.1 & 5.2 ITB**.
- 4. In case of a government-owned entity, any additional documents not covered under 1 above required to comply with **Sub-Clause 3.4 ITB**.

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COCHIN SMART MISSION LIMITED

Form ELI – 2: JV Information Sheet

The following form is to be downloaded, particulars are to be filled, scanned & uploaded by the Bidder, to the e- tender website “www.etenders.kerala.gov.in” along with the Bid.

Note:* The detailed procedure for downloading / uploading the documents will be available in Help wizard & FAQ of the above mentioned Website.

Each member of a JV must fill in this form

JV / Specialist Subcontractor Information	
Bidder's legal name	
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	

Contractor

Procuring Entity / Employer

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JV / Specialist Subcontractor Information

**JV Partner's or
Specialist
Subcontractor's
authorized
representative
information**

(name, address,
telephone numbers, fax
numbers, e-mail
address)

***Uploaded the copies of the following original documents.**

- 1. Articles of incorporation or constitution of the legal entity named above, in accordance with **Sub-Clause 3.1 & 3.2 ITB**
- 2. Authorization to represent the firm named above, in accordance with **Sub-Clause 20.2 ITB**.
- 3. In the case of government-owned entity, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with **Sub-Clause 3.4 ITB**.

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COCHIN SMART MISSION LIMITED

Form LIT – Pending Litigation

The following form is to be downloaded, particulars are to be filled, scanned & uploaded by the Bidder, to the e- tender website “www.etenders.kerala.gov.in” along with the Bid.

Note:* The detailed procedure for downloading / uploading the documents will be available in Help wizard & FAQ of the above mentioned Website.

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

Pending Litigation			
<input type="checkbox"/> No pending litigation and arbitration in accordance with Criteria 1.2.1 & 1.2.2 of Section III (Qualification Criteria)			
<input type="checkbox"/> Below is the description of all Pending litigation and arbitration involving the bidder (or each JV member if Bidder is a JV member) in accordance with Criteria 1.2.1 & 1.2.2 of Section III (Qualification Criteria)			
Year	Matter in Dispute	Value of Pending Claim in INR	Value of Pending Claim as a Percentage of Net Worth

Contractor

Procuring Entity / Employer

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COCHIN SMART MISSION LIMITED

Form FIN – 1: Historical Financial Performance / Financial Situation

The following form is to be downloaded, particulars are to be filled, scanned & uploaded by the Bidder, to the e- tender website “www.etenders.kerala.gov.in” along with the Bid.

Note:* The detailed procedure for downloading / uploading the documents will be available in Help wizard & FAQ of the above mentioned Website.

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

	Financial Data for Previous 5 Years [INR Equivalent]				
	Year 1: 2017-18	Year 2: 2016-17	Year 3: 2016-15	Year 4: 2015-14	Year 5: 2014-13

Information from Balance Sheet

Total Assets					
Total Liabilities					
Net Worth					
Current Assets					
Current Liabilities					

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	Financial Data for Previous 5 Years [INR Equivalent]				
	Year 1: 2017-18	Year 2: 2016-17	Year 3: 2016-15	Year 4: 2015-14	Year 5: 2014-13

Information from Income Statement

Total Revenues					
Profits Before Taxes					
Profits After Taxes					
Return on investment (ratio of annual profitbefore taxes and the networth)					

- *Uploaded the copies of financial statements (balance sheets including all related notes, and income statements) for the last **five years**, as indicated above, complying with the following conditions.
- All such documents reflect the financial situation of the legal entities comprising the Bidder or partner to a JV, and not sister or 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).

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COCHIN SMART MISSION LIMITED

Form FIN – 2: Average Annual Construction Turnover

The following form is to be downloaded, particulars are to be filled, scanned & uploaded by the Bidder, to the e- tender website “www.etenders.kerala.gov.in” along with the Bid.

Note:* The detailed procedure for downloading / uploading the documents will be available in Help wizard & FAQ of the above mentioned Website.

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

Annual Turnover Data for the Last 3 Years (Civil Construction & Electrical works only)			
Year	Amount Currency	Exchange Rate	INR Equivalent
Year-1 2017-18			
Year-2 2016-17			
Year-3 2015-16			
Average Annual Construction Turnover for the Last 3 Years			

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 INRs at the rate of exchange at the end of the period reported.

Contractor

Procuring Entity / Employer

Form FIN – 3: Availability of Financial Resources

The following form is to be downloaded, particulars are to be filled, scanned & uploaded by the Bidder, to the e- tender website “www.etenders.kerala.gov.in” along with the Bid.

Note:* The detailed procedure for downloading / uploading the documents will be available in Help wizard & FAQ of the above mentioned Website.

Specify proposed sources of financing, such as liquid assets**, lines of credit, and other financial resources (means other than any Contractual advance payments), available to meet the financial resources requirements indicated in **Form Fin-4 ie. the total construction cash flow demands of the subject contract or contracts** as indicated in **Section III (Qualification Criteria)**. *Each Bidder or member of a JV must fill in this form*

Financial Resources		
Sl. No.	Source of financing	Amount (INR equivalent)
1		
2		
3		

**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:

- i) 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 **Form FIN-5**) if applicable for its declared availability of financial resources.
- ii) Bidder shall provide details on available credit facility from each source of financing after utilizing to the commitments

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COCHIN SMART MISSION LIMITED

Form FIN – 4: Current Contract Commitments / Works in Progress

The following form is to be downloaded, particulars are to be filled, scanned & uploaded by the Bidder, to the e- tender website “www.etenders.kerala.gov.in” along with the Bid.

Note:* The detailed procedure for downloading / uploading the documents will be available in Help wizard & FAQ of the above mentioned Website.

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.

Current Contract Commitments						
Sl. No.	Name of Contract	Employer’s Contact Address, Tel, Fax	Value of Outstanding Work (B**)q [Current /INR Equivalent]	Estimated Completion Date	Remaining Contract period in months(A*)p	Two months financial requirement [2 x B / A]
1						
2						
3						
4						
*A	Cumulative Financial Resources Requirement for two months for Current Contract Commitmentsf					INR.....
**B	Financial Resources Requirement for Subject Contract (as indicated in Section III (Qualification Criteria)).					INR 27.50 Crore
A + B	Financial Resources Requirement (Sum of A and B)					INR.....

p: Remaining contract period to be calculated from 28 days prior to bid submission deadline.

q: Remaining Outstanding Contract Values to be calculated from 28 days prior to the bid submission deadline.

r: Bidder should calculate this amount based on the sum of Monthly Financial Resources Requirements for Each Current Works Contract based on the following calculation:

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

Contractor

Procuring Entity / Employer

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COCHIN SMART MISSION LIMITED

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

The following form is to be downloaded, particulars are to be filled, scanned & uploaded by the Bidder, to the e- tender website "www.etenders.kerala.gov.in" along with the Bid.

Note:* The detailed procedure for downloading / uploading the documents will be available in Help wizard & FAQ of the above mentioned Website.

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

Date: (Insert Date)

To: Managing Director,
Cochin Smart Mission Limited (CSML),
10th Floor, Revenue Tower,
Park Avenue,Kochi 682011.

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 Development of Smart Roads & Other Roads in West Kochi (name of contract work) Under Smart City Mission " under the Managing Director, Cochin Smart Mission Limited (CSML) (hereinafter called the "Employer") in response to the Invitation for Bids issued by the Managing Director, Cochin Smart Mission Limited (CSML) through IFB no. CSML/Main Road/RFP/002 Date: 16/10/2018; and

WHEREAS the Bidder has requested that an assured revolving line of credit be provided to it for executing the Development of Smart Roads & Other Roads in West Kochi under Smart City Mission (name of contract work) 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 Development of Smart Roads & Other Roads in West Kochi under Smart City Mission

Contractor

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name of contract work) -----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 _____, 2018.

Date: _____ Signature of the Bank: _____

Witness: _____ Seal: _____

[Signature, name and address]

Form FIN -6: Available bidding capacity Information and declaration

The following form is to be downloaded, particulars are to be filled, scanned & uploaded by the Bidder, to the e- tender website "www.etenders.kerala.gov.in" along with the Bid.

Note:* The detailed procedure for downloading / uploading the documents will be available in Help wizard & FAQ of the above mentioned Website.

(To be submitted by bidder through affidavit as explained)

Availability of Bidding Capacity should be atleast equal to **INR 110 Crore** (as indicated in **Section III (Qualification Criteria)**).

Available bid capacity will be evaluated using 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 **2 years**

B= Value at current price level of existing commitments and ongoing works to be completed during the next **5 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).

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Form EXP – 1: General Construction Experience

The following form is to be downloaded, particulars are to be filled, scanned & uploaded by the Bidder, to the e- tender website "www.etenders.kerala.gov.in" along with the Bid.

Note:* The detailed procedure for downloading / uploading the documents will be available in Help wizard & FAQ of the above mentioned Website.

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

General Construction Experience				
Starting Month Year	Ending Month Year	Years	Contract Identification and Name Name and Address of Employer Brief Description of the Works Executed by the Bidder	Role of Bidder

Contractor

Procuring Entity / Employer

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General Construction Experience				
Starting Month Year	Ending Month Year	Years	Contract Identification and Name Name and Address of Employer Brief Description of the Works Executed by the Bidder	Role of Bidder

Contractor

Procuring Entity / Employer

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COCHIN SMART MISSION LIMITED

Form EXP – 2(a): Specific Construction Experience

The following form is to be downloaded, particulars are to be filled, scanned & uploaded by the Bidder, to the e- tender website “www.etenders.kerala.gov.in” along with the Bid.

Note:* The detailed procedure for downloading / uploading the documents will be available in Help wizard & FAQ of the above mentioned Website.

Fill up one (1) form per contract.

Contract of Similar Size and Nature			
Contract No of	Contract Identification		
Award Date	Completion Date		
Role in Contract	Contractor	Management Contractor	Subcontractor
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			

Contractor

Procuring Entity / Employer

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Description of the similarity in accordance with Criteria 1.4.2 of Section III	

Reference page Number. of copy of work order completion certificate in support of above experience:

*substantially completed means:

(i) Contractor has completed the works but could not commission the same because of hindrances beyond the control of contractor or

(ii) Contractor has completed 90 % of the Contracted work (both physical and financial) or

(iii) Contractor has completed the work and commissioned the works atleast for the amount required for qualification, out of large size contract

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COCHIN SMART MISSION LIMITED

Form EXP – 2(b): Specific Construction Experience in Key Activities

The following form is to be downloaded, particulars are to be filled, scanned & uploaded by the Bidder, to the e- tender website “www.etenders.kerala.gov.in” along with the Bid.

Note:* The detailed procedure for downloading / uploading the documents will be available in Help wizard & FAQ of the above mentioned Website.

Fill up one (1) form per contract.

Contract with Similar Key Activities		
Contract No of	Contract Identification	
Award Date	Completion Date	
Role in Contract	<input type="checkbox"/> Contractor <input type="checkbox"/> Management Contractor <input type="checkbox"/> Subcontractor	
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 Number Fax Number E-mail		

Contractor

Procuring Entity / Employer

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Description of the key activities in accordance with Criteria 1.4.3 of Section III

--	--

Reference page Number of copy of work order completion certificate in support of above experience:

Contractor

Procuring Entity / Employer



Form TECH 1: Draft Format for Undertaking on Liquidated Damages

The following form is to be downloaded, particulars are to be filled, scanned & uploaded by the Bidder, to the e- tender website “www.etenders.kerala.gov.in” along with the Bid.

Note:* The detailed procedure for downloading / uploading the documents will be available in Help wizard & FAQ of the above mentioned Website.

Undertaking

(Bidder or each partner of JV will shall 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 innumber of packages out ofnumber of contracts completed in last 10 years (from 1st April, 2008 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 1st April, 2008 to bid submission date).

Place: -----

Signed by:

Date: -----

(Name of authorized representative)

Name of bidder

Attested by:

(Notary Public)

** fill and retain appropriate*



Form TECH 2: Draft format for Undertaking on Rescind / Terminated contracts

The following form is to be downloaded, particulars are to be filled, scanned & uploaded by the Bidder, to the e- tender website “www.etenders.kerala.gov.in” along with the Bid.

Note:* The detailed procedure for downloading / uploading the documents will be available in Help wizard & FAQ of the above mentioned Website.

Undertaking

(Bidder or each partner of JV will shall 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 ofnumber of contracts in hand of our firm during last 10 years (from 1st April, 2008 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, 2008 to bid submission date).

Place: -----

Signed by:

Date: -----

(Name of authorized representative)

Name of bidder

Attested by:

(Notary Public)

** fill and retain appropriate*

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COCHIN SMART MISSION LIMITED

Form TECH 3: Draft format for Undertaking on Corporate Debt Restructuring

The following form is to be downloaded, particulars are to be filled, scanned & uploaded by the Bidder, to the e- tender website "www.etenders.kerala.gov.in" along with the Bid.

Note:* The detailed procedure for downloading / uploading the documents will be available in Help wizard & FAQ of the above mentioned Website.

Undertaking

(Bidder or each partner of JV will shall 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 **5 financial years** (2013-14, 2014-15 2015-16, 2016-17 and 2017-18) 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)

:

Contractor

Procuring Entity / Employer

Form of Bid Security

(Bank Guarantee)

[Bank's Name and Address of Issuing Branch or Office]

Beneficiary: **Managing Director,**
Cochin Smart Mission Limited (CSML),
10th Floor, Revenue Tower, Park Avenue,
Kochi 682011

Date: _____

BID GUARANTEE No.: _____

We have been informed that _____ (hereinafter called "the Bidder") has submitted to you its bid dated _____ (hereinafter called "the Bid") for the execution of _____ 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 _____ (_____) upon receipt by us of your first demand in writing accompanied by a written

Contractor

Procuring Entity / Employer

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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 / Letter of Technical 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 of 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: In case of a Joint Venture, the Bid-Security must be in the name of JVA comprising all partners to the Joint Venture that submits the bid.]



Declaration Regarding Deemed Export Benefits

The following form is to be downloaded, particulars are to be filled, scanned & uploaded by the Bidder, to the e- tender website “www.etenders.kerala.gov.in” along with the Bid.

Note:* The detailed procedure for downloading / uploading the documents will be available in Help wizard & FAQ of the above mentioned Website.

Declaration Regarding Deemed Export Benefits / Customs/Excise Duty Exemption For Materials / Construction Equipment Brought For The Works

Name of the Project:

(Bidder’s Name and Address)

.....
.....
.....
.....
.....

To :

**Managing Director,
Cochin Smart Mission Limited (CSML),
10th Floor, Revenue Tower, Park Avenue,
Kochi 682011**

Dear Sir,

CERTIFICATE FOR IMPORT (PROCUREMENT OF GOODS/ CONSTRUCTION EQUIPMENT).

1. We conform that we are solely responsible for obtaining deemed export benefits / customs/excise duty waivers which we have considered in our bid and in case of failure to receive such waivers for reasons whatsoever, the employer will not compensate us.
2. We are furnishing below the information required by the Employer for issue of the necessary Project Authority certificates in terms of the Government of India Central

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Excise Notification No. 108/95 and Customs Notification No. 85/99 & export & import policy of the Government of India.

3. The goods/construction equipment for which certificates are required are as under:

Items	Make/Brand Name	Capacity (where applicable)	Quantity	Value	State whether it will be procured locally or imported (If so from which country)	Remarks regarding justification for the quantity and their usage in works.
Goods						
[a]						
(b)						
(c)						
[b]Others						
Construction equipment						
(a)						
(b)						
(c)						

4. We agree that no modification to the above list is permitted after bids are opened
5. We agree that the certificate will be issued only to the extent considered reasonable by the Employer for the work, based on the Bill of Quantities and the construction programme and methodology as furnished by us along with the bid.
6. We conform that the above goods will be exclusively used for the construction of the above work and construction equipment will not be sold or otherwise disposed of in any manner for a period of five years from the date of acquisition.

Contractor

Procuring Entity / Employer

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MISSION TRANSFORMATION

COCHIN SMART MISSION LIMITED

Date:

Place:

Signature.....

Printed name.....

Designation.....

Common seal.....

Note: i) This certificate will be issued within 60 days of signing of contract and no subsequent changes will be permitted.

ii) The format of requirement listed above may be modified, if necessary, in terms of the export & import policy of Government of India in force.

Contractor

Procuring Entity / Employer

Section IV. Bidding Forms

Bidding document for Development of Smart Roads & Other Roads
in West Kochi under Smart City Mission



COCHIN SMART MISSION LIMITED

Form PRE-BID: Format of sending pre-bid queries

NIT Reference No: XX

Bidder's Request For Clarification				
Sr. No.	Clause No.	Page No.	Content of Bid document Requiring Clarification	Change Requested/ Clarification required
1				
2				
3				
4				
5				

Signature:

Name of the Authorized signatory:

Company seal:

Date and Stamped

Note: Bidder(s) are requested to send the queries in PDF with Sign and Company Seal and also in MS Word / Excel for making consolidation process easy.

Contractor

Procuring Entity / Employer

Format for Declaration by the bidder for not being Blacklisted / Debarred

(To be submitted on the Letterhead of the Bidder)

(To be provided by Lead bidder and all members of Consortium in separate letters)

Date: dd/mm/yyyy

To

**Managing Director,
Cochin Smart Mission Limited (CSML)
10th Floor, Revenue Tower, Park Avenue,
Kochi - 682 011, India.**

Subject: Declaration for not being debarred / black-listed by Central / any State Government department in India as on the date of submission of the bid

RFP Reference No: XX

Dear Sir,

I, authorized representative of _____, hereby solemnly confirm that the Company _____ is not debarred / black-listed by any Central/State Government/ PSU entity in India or similar agencies globally for unsatisfactory past performance, corrupt, fraudulent or any other unethical business practices or for any other reason as on last date of submission of the Bid. In the event of any deviation from the factual information/ declaration, CSML reserves the right to reject the Bid or terminate the Contract without any compensation to the Company.

Thanking you,

Yours faithfully,

Signature of Authorized Signatory (with official seal)

Contractor

Procuring Entity / Employer

Section IV. Bidding Forms

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MISSION TRANSFORMATION

COCHIN SMART MISSION LIMITED

Date :

Name :

Designation :

Address :

Telephone & Fax :

E-mail address :

Contractor

Procuring Entity / Employer

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Smart City
MISSION TRANSFORMATION

COCHIN SMART MISSION LIMITED

Format for Power of Attorney

[To be executed on non-judicial stamp paper of the appropriate value in accordance with relevant Stamp Act. The stamp paper to be in the name of the company who is issuing the power of attorney]

Know by all men by these presents, We _____ (Name of the Bidder and address of their registered office) do hereby constitute, appoint and authorize Mr. / Ms _____ (name and residential address of Power of attorney holder) who is presently employed with us and holding the position of _____ as our true and lawful attorney (hereinafter referred to as the “Authorized Representative”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for the **Bid for “Development of Smart Roads & Other Roads in West Kochi under Smart City Mission”** Including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre bid and other conferences and providing information/responses to CSML, representing us in all matters before CSML, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with CSML in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us till the entering into of the Agreement with CSML.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorized Representative pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorized Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

Contractor

Procuring Entity / Employer

Section IV. Bidding Forms

**Bidding document for Development of Smart Roads & Other Roads
in West Kochi under Smart City Mission**



COCHIN SMART MISSION LIMITED

IN WITNESS WHEREOF WE, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED
THIS POWER OF ATTORNEY ON THISDAY OF, 20**

For _____

Name:

Designation:

Date:

Time:

Seal:

Business Address:

Witness:

1. 2. Notarized Accepted

Signature of the Applicant

(Signature, name, designation and address)

**Bid for “Development of Smart Roads & Other Roads in West Kochi under Smart
City Mission”**

Accepted,

_____ (Signature)

(Name, Title and Address of the Attorney)

Note:

Contractor

Procuring Entity / Employer

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COCHIN SMART MISSION LIMITED

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- The Power of Attorney shall be provided on a stamp paper of Rs.200/- and above
- The Power of Attorney should be supported by a duly authorized resolution of the Board of Directors of the Bidder authorizing the person who is issuing this power of attorney on behalf of the Bidder.

CERTIFICATE AS TO AUTHORISED SIGNATORIES

I _____, the Company Secretary of _____, certify that _____ who signed the above Bid is authorized to do so and bind the company by authority of its board/ governing body.

Date:

Signature:

(Company Seal) (Name)

Format for Power of attorney in case of Consortium

Lead Member has to submit the Power of Attorney in favour of Authorized signatory in below given format in case of Consortium.

Contractor

Procuring Entity / Employer

Section IV. Bidding Forms

**Bidding document for Development of Smart Roads & Other Roads
in West Kochi under Smart City Mission**



COCHIN SMART MISSION LIMITED

[To be executed on non-judicial stamp paper of the appropriate value in accordance with relevant Stamp Act. The stamp paper to be in the name of the company who is issuing the power of attorney]

POWER OF ATTORNEY FOR LEAD MEMBER BY

CONSORTIUM MEMBER

Whereas CSML has invited Bids from interested companies for **Bid for “Development of Smart Roads & Other Roads in West Kochi under Smart City Mission”** ("Project").

Whereas, -----, and (collectively the "Consortium") being members of the Consortium are interested in offering for the services in accordance with the terms and conditions of the Request for Proposal document (RFP) and other connected documents in respect of the Project, and;

Whereas, it is necessary under the RFP document for the members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium's Bid for the Project.

Whereas, we have decided that M/sshall be Lead Member of this Consortium.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, ----- having our registered office at....., (hereinafter referred to as the "Member") do hereby designate, nominate, constitute, appoint and authorize ----- having its registered office at, being one of the members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium

Contractor

Procuring Entity / Employer

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COCHIN SMART MISSION LIMITED

(hereinafter referred to as the "Attorney"). We hereby irrevocably authorise the Attorney (with power to sub-delegate) to conduct all business for and on behalf the Consortium and any one of us during the Bid process and, in the event the Consortium is awarded the Contract, during the execution of the project, and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the selection of the Consortium, including but not limited to signing and submission of all Applications, Proposals and other Documents and writings, participate in pre-proposal and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of Bid of the Consortium and generally to represent the Consortium in all its dealings with the CSML and/or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium's Bid for the above Project and/or upon award thereof till the Contract Agreement is entered into with the CSML.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/Consortium.

IN WITNESS WHEREOF WE THE MEMBER ABOVE NAMED HAVE

EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF

.....20

For

(Name & Title)

Contractor

Procuring Entity / Employer

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MISSION TRANSFORMATION

COCHIN SMART MISSION LIMITED

Witnesses:

- 1.
2.

(To be executed by each Member of the Consortium)

Note:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder :

Format of Consortium Agreement

DRAFT MEMORANDUM OF UNDERSTANDING EXECUTED BY MEMBERS OF THE CONSORTIUM

[On Non-judicial stamp paper duly attested by notary public]

Contractor

Procuring Entity / Employer

Section IV. Bidding Forms

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MISSION TRANSFORMATION

COCHIN SMART MISSION LIMITED

This Memorandum of Understanding (MoU) entered into this day of [Date] [Month] 2018 at [Place] among _____ (hereinafter referred to as "_____") and having office at [Address], India, as Party of the First Part and _____ (hereinafter referred as "_____") and having office at [Address], as Party of the Second Part and _____ (hereinafter referred as "_____") and having office at [Address], as Party of the Third Part.

The parties are individually referred to as Party and collectively as Parties.

WHEREAS CSML, has issued a NIT [Date] from the Applicants interested in **Bid for "Development of Smart Roads & Other Roads in West Kochi under Smart City Mission"**:

AND WHEREAS the Parties have had discussions for formation of a Consortium for bidding for the said Project and have reached an understanding on the following points with respect to the Parties' rights and obligations towards each other and their working relationship.

AS MUTUAL UNDERSTANDING OF THE PARTIES, IT IS HEREBY AGREED AND DECLARED AS FOLLOWS:

- i. The purpose of this Agreement is to define the principles of collaboration among the Parties to:
 - a. Submit a response jointly to Bid for the Bid **"Development of Smart Roads & Other Roads in West Kochi under Smart City Mission"** as a Consortium.
 - b. Sign Contract in case of award.
 - c. Provide and perform the supplies and services which would be ordered by the Authority pursuant to the Contract.
- ii. This Agreement shall not be construed as establishing or giving effect to any legal entity such as, but not limited to, a company, a partnership, etc. It shall relate solely towards the Authority for **"Bid for "Development of Smart Roads & Other Roads in West Kochi under Smart City Mission"** for and related execution works to be performed pursuant to the Contract and shall not extend to any other activities.

Contractor

Procuring Entity / Employer

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COCHIN SMART MISSION LIMITED

iii. The Parties shall be jointly and severally responsible and bound towards the Authority for the performance of the works in accordance with the terms and conditions of the RFP document, and Contract.

iv. ----- (Name of Party) shall act as Lead Member of the Consortium. As such, it shall act as the coordinator of the Party’s combined activities and shall carry out the following functions:

- a. To ensure the technical, commercial and administrative co-ordination of the work package
- b. To lead the contract negotiations of the work package with the Authority.
- c. The Lead Member is authorized to receive instructions and incur liabilities for and on behalf of all Parties.
- d. In case of an award, act as channel of communication between the Authority and the Parties to execute the Contract

v. That the Parties shall carry out all responsibilities as Developer in terms of the Project Agreement.

vi. That the broad roles and the responsibilities of each Party at each stage of the Bidding shall be as below:

Party A: _____

Party B: _____

Party C: _____

vii. That the broad roles and the responsibilities of each Party at each stage of the project execution shall be as below:

Party A: _____

Party B: _____

Party C: _____

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viii. That the Parties affirm that they shall implement the Project in good faith and shall take all necessary steps to see the Project through expeditiously.

ix. That this MoU shall be governed in accordance with the laws of India and courts in Kerala shall have exclusive jurisdiction to adjudicate disputes arising from the terms herein.

In witness whereof the Parties affirm that the information provided is accurate and true and have caused this MoU duly executed on the date and year above mentioned.

(Party of the first part) (Party of the second part) (Party of the third part)

Witness:

i. _____

ii. _____

Contractor

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COCHIN SMART MISSION LIMITED

DECLARATION FORM

(To be submitted on the Letterhead of the responding firm)

Date: dd/mm/yyyy

To

Managing Director

Cochin Smart Mission Limited (CSML)

10th Floor, Revenue Tower, Park Avenue, Kochi - 682 011, India.

Sub : Bid for “Development of Smart Roads & Other Roads in West Kochi under Smart City Mission”

NIT Reference No: XX

Dear Sir,

I / Wehaving the registered office at
.....declare that I / We have carefully read all the terms and
conditions of Tender floated by the CSML for the above work strictly conforming to the
specification as given in the Tender Document and I / We shall abide by all the conditions
set forth therein. I / We also undertake to take back the rejected defective Goods & Works
at our risk & cost and replace / rectify the same within the stipulated time.

**Signature of the
Tenderer**

With Seal

Contractor

Procuring Entity / Employer

Section V. Works Requirements / Employer's Requirements



Section V. Works Requirements / Employer's Requirements

**Section V. Works Requirements /
Employer's Requirements**
(Uploaded Separately as VOLUME-2)



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38.2	Changes Originating from Employer	Error! Bookmark not defined.
38.3	Changes Originating from Contractor	Error! Bookmark not defined.
39.	Extension of Time (EOT) proposal.....	Error! Bookmark not defined.
40.	Contractor’s Claims- Procedure.....	Error! Bookmark not defined.



Section VI. General Conditions (GC)

General Conditions

Clause	Sub-Clause	Provision
1. General Provisions		
1.1 Definitions		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.
1.1.1 The Contract	1.1.1.1	“Bill of Quantities (BOQ)” means the priced and completed Bill of Quantities forming part of the Bid.
	1.1.1.2	“Contract” means the document forming the Bid and acceptance thereof and the formal agreement executed between the competent authority 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 1.8.1 [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 .

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Clause	Sub-Clause	Provision
	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 Bid” means the document entitled Letter Technical bid, which was completed by the Bidder/ Contractor and includes the signed Bid 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 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.

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Clause	Sub-Clause	Provision
	1.1.1.9	<p>“Schedules” means the document(s) entitled Schedules, completed by the Contractor and submitted with the letter of Technical Bid, as included in the Contract. Such documents may include the Bill of Quantities, data, lists and Schedules of rates and /or prices.</p>
	1.1.1.10	<p>“Specifications” means the document entitled specification, as included in the Contract including 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.</p>
	1.1.1.11	<p>“Technical / Financial Bid” means the Letter of Technical Bid and Financial Bid comprising Bill of quantities and all other documents which the Bidder submitted with the Letter of Technical Bid and Financial Bid (ie. BOQ), as included in the Contract.</p>
	1.1.1.12	<p>Scope of Facilities</p> <p>Unless otherwise expressly limited in the Employer’s Requirements / Works requirements, the Contractor’s obligations cover the provision of all Plant and the performance of all Supply, Installation Services required for the design, the manufacture (including procurement, quality assurance, construction, installation, associated civil works, specified electrical works, pre-commissioning and delivery) of the Plant and the installation, completion, testing and commissioning of the Facilities in accordance with the plans,</p>

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Clause	Sub-Clause	Provision
		<p>procedures, specifications, drawings, codes, and any other documents as specified in the section Employer’s Requirements / Works requirements. Such specifications include, but are not limited to, the provision of supervision and engineering services; the supply of labor, materials, equipment (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 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>1.1.2 Parties and Persons</p>	<p>1.1.2.1</p>	<p>“Party” means the Procuring Entity or the Contractor, or both as the context requires.</p>

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Clause	Sub-Clause	Provision
	1.1.2.2	<p>“Contractor” shall mean the individual, firm or company, whether incorporate or not undertaking the Works and shall include the legal personal 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.</p> <p>Contractor is the person(s) named as contractor in the “Letter of Technical/Financial Bid” accepted by the “Procuring Entity” or “PE” or “Employer” and the legal successors in title to this person(s).</p>
	1.1.2.3	<p>“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.</p>
	1.1.2.4	<p>“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.</p>
	1.1.2.5	<p>“Engineer-in-Charge” or “Engineer” means the person appointed by the “Procuring Entity” or “PE” or “Employer” to act as the Engineer for the purposes of the Contract and named in the Contract Data, or other person appointed from</p>

Contractor

Procuring Entity / Employer

Clause	Sub-Clause	Provision
		<p>time to time by the Employer and notified to the Contractor under Sub-Clause 3.4 [Replacement of the Engineer-in - charge].</p> <p>“Engineer-in-Charge” or “Engineer” will be the Divisional officer / Executive Engineer or the officer designated by the Authority in the role of “Engineer-in-Charge” or “Engineer”, who shall be in-charge of the Works, shall be responsible for supervising the Contract, administering the Contract, certifying payments due to the Contractor, issuing and valuing Variations to the Contract, admimistering extension of time, valuing the Compensation events, etc. However approval of various proposals shall be as per the delegation of powers assigned to various officers of authority by the authority.</p> <p>1.1.2.6 “The Procuring Entity” or “PE” or Employer means the Party who employs the Contractor to carry out the Works. Party / Person named as “The Procuring Entity” or “PE” or “Employer” in the Contract Data and the legal successors in title to this person.</p> <p>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.</p>

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Clause	Sub-Clause	Provision
	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.
1.1.3 Dates, Tests, Periods and Completion	1.1.3.1	“Base Date” means the date 28 Days prior to the latest 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 / Employer.
	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 13.11 [Completion of Outstanding Work and Remedying Defects] , which extends over thirty six Months

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Clause	Sub-Clause	Provision
		except if otherwise stated in the Contract Data (with any extension under Sub-Clause 13.4 and 13.13 [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 13.19 [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 / Procuring Entity by issuing an extension

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Clause	Sub-Clause	Provision
		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.
1.1.4 Money and Payments	1.1.4.1	“Accepted Contract Amount” / “Contracted 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	“Contract Price” means the price defined in Sub-Clause 15.1 [Contract Price] , and includes adjustments in accordance with the Contract.
	1.1.4.3	“Cost” means all expenditure reasonably incurred (or to be incurred) by the Contractor, whether on or off the Site, including overhead and similar charges, but does not include profit.
	1.1.4.4	“Final Payment Certificate” means the Payment Certificate issued under Sub-Clause 15.9 [Issue of Final Completion Certificate] .

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Clause	Sub-Clause	Provision
	1.1.4.5	“Final Statement” means the statement defined in Sub-Clause 15.10 [Final Statement of Payments] .
	1.1.4.6	“Interim Payment Certificate” means a Payment Certificate issued under Sub-Clause 15.5 [Issue of Interim Payment Certificate] , other than the Final Payment Certificate.
	1.1.4.7	“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.
	1.1.4.8	“Payment Certificate” means a Payment Certificate issued under Clause 15 [Contract Price, Payment and Lien] .
	1.1.4.9	“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.

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Clause	Sub-Clause	Provision
	1.1.4.10	“Performance Security” means the security (or securities, if any) an amount as percentage of the Accepted Contract Price deposited in the form of Bank Guarantee or any other prescribed form deposited by the Contractor as a security for due performance of the Contract as per “Sub- Clause 4.3 Performance Security”
	1.1.4.11	“Retention Money” means the accumulated retention moneys which the Employer retains under Sub-Clause 15.4 [Application for Interim Payment Certificates (Running Account Bills)] and pays under Sub-Clause 14.9 [Payment of Retention Money] .
	1.1.4.12	“Statement” means a statement submitted by the Contractor as part of an application, under Clause 15 [Contract Price Payment and Lien] , for a payment certificate.
1.1.5 Works and Goods	1.1.5.1	“Materials” are all supplies, including consumables, used by the Contractor for consumption in the Works. It includes all kinds of supplies (other than Plant) intended to form or forming part of the Permanent Works, including the supply-only materials (if any) to be supplied by the Contractor under the Contract.
	1.1.5.2	“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.

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Clause	Sub-Clause	Provision
	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 a part of the Works specified in the Contract Data as a Section (if any).
	1.1.5.6	“Specifications” means the Specification (BIS, IRC MORTH 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 as defined in Clause 1.1.1.10
	1.1.5.7	“Temporary Works” means all temporary works of every kind (other than Contractor’s Equipment) required on Site for the execution and completion of the Permanent Works and the remedying of any defects. Temporary Works are designed, constructed, installed, and removed by the Contractor which is needed for construction or installation of the Works.
	1.1.5.8	“Work or Works” shall, mean the Permanent Works and the Temporary Works, or either of them as appropriate 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,

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Clause	Sub-Clause	Provision
		altered, substituted or additional works.
1.1.6 Other definitions	1.1.6.1	Deleted
	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. Also includes calculations, computer programs and other software, drawings, manuals, models and other documents of a technical nature (if any) supplied by the Contractor under the Contract.
	1.1.6.3	“Department” / “Authority” means the Department of Government of Kerala which invite Bids as specified in Contract Data /Special Conditions of Contract (SCC) .
	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 Kerala means the State Government of Kerala / Governor of Kerala

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Clause	Sub-Clause	Provision
	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 Kerala 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	“Contractor’s Equipment” means all apparatus, machinery, vehicles and other things required for the execution and completion of the Works and the remedying of any defects. However, Contractor’s Equipment excludes Temporary Works, Employer’s Equipment (if any), Plant, Materials and any other things intended to form or forming part of the Permanent Works.
	1.1.6.10	“Goods” means Contractor’s Equipment, Materials, Plant and Temporary Works, or any of them as appropriate.
	1.1.6.11	“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.

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Clause	Sub-Clause	Provision
		<p>Site also includes the places where the Permanent Works are to be executed including storage and working areas and to which Plant and Materials are to be delivered, and any other places as may be specified in the Contract as forming part of the Site</p> <p>1.1.6.12 “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.</p> <p>1.1.6.13 “Unforeseeable” means not reasonably foreseeable by an experienced Contractor by the Base Date.</p> <p>1.1.6.14 “Variations” mean any change to the Works, which is instructed or approved as a variation under Clause 9 [Deviations, Variations and Adjustments].</p>
1.2 Interpretation		<p>In the Contract, except where the context requires otherwise</p> <p>(a) words indicating “one gender” include “all genders”;</p> <p>(b) words indicating the “singular” also include the “plural” and words indicating the “plural” also include the “singular”;</p> <p>(c) provisions including the word “agree”, “agreed” or “agreement” require the agreement to be recorded in writing;</p> <p>(d) “written” or “in writing” means hand-written, type-written, printed or electronically made, and resulting</p>

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Clause	Sub-Clause Provision
	<p>in a permanent record; and</p> <p>(e) the word “tender” is synonymous with “bid”, “RFP (Request For Proposal)” and “tenderer” with “bidder” and the words “tender document” with “bidding document”.</p> <p>The marginal words and other headings shall not be taken into consideration in the interpretation of these Conditions.</p>
<p>1.3 Communications</p>	<p>Wherever these Conditions provide for the giving or issuing of approvals, certificates, consents, determinations, notices, requests and discharges, by one party to the other, these communications shall be:</p> <p>(a) in writing and delivered by hand against receipt, sent by mail or courier, or transmitted using any of the agreed systems of electronic transmission as stated in the Contract Data; and</p> <p>(b) Delivered, sent or transmitted to the address for the recipient’s Communications as stated in the Contract Data.</p>

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Clause	Sub-Clause Provision
	<p>. However:</p> <ul style="list-style-type: none"> (i) if the recipient gives notice of another address, communications shall thereafter be delivered accordingly; and (ii) if the recipient has not stated otherwise wherein requesting an approval or consent, it may be sent to the address from which the request was issued. <p>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>
<p>1.4 Law and Language</p>	<p>The Contract shall be governed by the laws of India and the State of Kerala.</p> <p>The ruling language of the Contract shall be English</p> <p>The language for communications shall be that stated in the Contract Data /Special Conditions of Contract (SCC) or Particular Conditions of Contract (PCC). If no language is stated there, the language for communications shall be the ruling language of the Contract.</p>

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Clause	Sub-Clause	Provision
1.5 Works to be carried out		<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.</p> <p>The Works include clearance, levelling and dressing of Site within a distance of 50 meters of the work site on all sides except where the building adjoins another building.</p>
1.6 Sufficiency of Tender/ Bid		<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 (if included under the Contract for the specified items of works) 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>
1.7 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>

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Clause	Sub-Clause	Provision
	1.7.2	In the case of discrepancy between the Bill of Quantities, the Specifications and/or the Drawings, the following order of preference shall be observed: <ul style="list-style-type: none"> (i) Description of Bill of Quantities (ii) Particular detailed Specification and Special Condition, if any Drawings / Designs (iii) IRC / MORT&H , ASTHO Specification, if required Indian Standard Specifications or B.I.S.
	1.7.3	If there are varying or conflicting provisions made in any one document forming 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.
1.8 Signing of the Contract		
1.8.1 Signing of the Contract requirements		The successful Bidder, after submitting the performance guarantee i.e.within 28 Days of receipt of Notification of Award / Letter of Acceptance (LOA) or as specified in the Contract Data , shall attend the office of the Procuring Entity

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Clause	Sub-Clause	Provision
1.8.2 Signed copy of Contract Document to be given to Contractor		<p>/ 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.</p> <p>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.</p> <p>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.</p>
1.8.3 Conditions of the Contract		<p>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.</p>

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Clause	Sub-Clause	Provision
1.8.4 Priority of Documents		<p>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:</p> <ul style="list-style-type: none"> (a) the Contract Agreement, (b) the Letter of Acceptance, (c) the Technical Bid and Financial Bid along with the letter of the Technical Bid and Financial Bid (ie. BOQ) (d) the Contract Data / Special Conditions of Contract, (e) the General Conditions of Contract, (f) the Scope of Work & Specifications / Employer's requirements / Works Requirements, (g) the Drawings, (h) the Instructions to Bidders, (i) the Notice Inviting Bids / Tender, and (j) the Schedules and any other documents forming part of the Contract. <p>If an ambiguity or discrepancy is found in the documents, the Engineer-in-Charge / Procuring Entity shall issue any necessary clarification or instruction.</p>
1.9 Personnel	1.9.1	<p>The Contractor shall employ the "key personnel" named in the "Schedule-Key Personnel" as referred to in the Section III 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</p>

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Clause	Sub-Clause	Provision
		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.
1.10 Procuring Entity’s Risks		<p>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:</p> <ul style="list-style-type: none"> (a) war, hostilities, invasion, act of foreign enemies, (b) rebellion, revolution, insurrection or military or usurped power, civil war, (c) 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 (d) A cause due solely to the design of the Works, other than the Contractor’s design.

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<p>1.11 Contractor's Risks</p>	<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 Procuring Entity's risks are the responsibility of the Contractor.</p>
<p>1.12 Procuring Entity's use of Contractor's documents</p>	<p>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.</p> <p>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:</p> <ul style="list-style-type: none"> (a) Apply throughout the actual or intended working life (whichever is longer) of the relevant parts of the Works, (b) 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 (c) 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

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		<p>other places as envisaged by the Contract, including replacements of any computers supplied by the Contractor.</p> <p>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.</p>
<p>1.13 Contractor’s use of Procuring Entity’s Documents</p>		<p>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.</p>

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<p>1.14 Care and Supply of documents</p>	<p>The approved Specification, Designs (if provided / applicable) 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.</p> <p>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 Six copies of each of the Contractor’s Documents.</p> <p>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.</p> <p>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.</p>
<p>1.15 Delays in issuing drawings or instructions.</p>	<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 within a particular time, which shall be reasonable. The notice shall include details of the necessary Drawing or instruction, details of why and by when it should</p>

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	<p>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, or delay in the submission of, any of the Contractor’s Documents, the Contractor shall not be entitled to such extension of time, Cost</p>
<p>1.16 Confidential Details</p>	<p>The Contractor’s and the Procuring Entity’s Personnel without the previous mutual agreement of the other Party 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.</p>

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		<p>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>
<p>1.17 Compliance with Laws</p>		<p>The Contractor shall, in performing the Contract, comply with applicable Laws. Unless otherwise stated in the Contract Data / Special Conditions of Contract:</p> <ul style="list-style-type: none"> (a) the Procuring Entity shall have obtained (or shall obtain) the planning, zoning, building permit or similar permission for the Permanent Works, and any other permissions described in the Specification as having been (or to be) obtained by the Procuring Entity; and the Procuring Entity shall indemnify and hold the Contractor harmless against and from the consequences of any failure to do so; and (b) the Contractor shall give all notices, pay all taxes, duties and fees, and obtain all permits, licences and approvals, as required by the Laws in relation to the indemnify and hold the Procuring Entity, harmless against and from the consequences of any failure to do so, unless the Contractor is impeded to accomplish these actions and shows evidence of its diligence.

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Procuring Entity / Employer



Clause	Sub-Clause	Provision
1.18 Joint and Several Liability		<p>If the Contractor constitutes (under applicable Laws) a joint venture or other unincorporated grouping of two or more persons:</p> <ul style="list-style-type: none"> (a) these persons shall be deemed to be jointly and severally liable to the Procuring Entity for the performance of the Contract; (b) these persons shall notify the Procuring Entity of their leader who shall have authority to bind the Contractor and each of these persons; and (c) the Contractor shall not alter its composition or legal status without the prior consent of the Procuring Entity / Employer.
2. The Procuring entity		
2.1 Right of Access to the Site		<p>The Procuring Entity shall give the Contractor right of access to and possession of, all parts of the Site within the time (or times) stated in the Contract Data / Special Conditions of Contract (SCC). The right and possession may not be exclusive to 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, 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>

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	<p>If no such time is stated in the Contract Data, the Employer shall give the Contractor right of access to, and possession of, the Site within such times as required to enable the Contractor to proceed without disruption in accordance with the programme submitted under Sub-Clause 8.5 [Construction Programme].</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:</p> <p style="padding-left: 40px;">(a) 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>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>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>

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2.2 Permits, Licences or Approvals		<p>The Procuring Entity shall provide, at the request of the Contractor, such reasonable assistance as to allow the Contractor to obtain properly:</p> <ul style="list-style-type: none"> (a) copies of the Laws of the Country which are relevant to the Contract but are not readily available, and (b) any permits, licences or approvals required by the Laws of the Country: <ul style="list-style-type: none"> (i) which the Contractor is required to obtain under Sub-Clause 1.17 [Compliance with Laws], (ii) for the delivery of Goods, including clearance through customs, and (iii) for the export of Contractor’s Equipment when it is removed from the Site.
2.3 Assistance by Procuring Entity		<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> <ul style="list-style-type: none"> (i) For the delivery of Goods, including clearance through customs, and for the export of Contractor’s Equipment when it is removed from the Site

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<p>2.4 Procuring Entity's Personnel</p>		<p>The Procuring Entity shall be responsible for ensuring that the Procuring Entity's Personnel and the Procuring Entity's other Contractors on the Site:</p> <p>(a) co-operate with the Contractor's efforts under Sub-Clause 4.7 [Co-operation],and</p> <p>(b) take actions similar to those which the Contractor is required to take under Sub-Clause 4.8 [Safety Procedures at the site of works] and under Sub-Clause 4.17 [Protection of the Environment]</p>
<p>2.5 Procuring Entity's Claims</p>		<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.</p>

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		<p>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 and 13.13 [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>

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<p>2.6 Quality Control Measures</p>		<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> <ul style="list-style-type: none"> (i) tier one by the Contractor’s Engineers to the specified frequency, (ii) tier two by the Engineer-in-Charge’s personnel to conform the quality and acceptance of the work and (iii) tier three by the Technical Examiner’s organisation or such other independent bodies of State Government / the Department / the Authority / Organisation or QCI approved Third Party Quality Inspection Agency or any third party agency / personnels fixed by the Authority/ Procuring Entity <p>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> <p>The Quality Control aspects detailed in Sub-Clause 4.9 [Quality Control] shall also be complied</p>

Clause	Sub-Clause	Provision
3. The Engineer-in-Charge		
3.1 Duties and Responsibilities	<p>3.1.1</p> <p>3.1.2</p>	<p>The Procuring Entity shall appoint 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.</p> <p>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 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> <p>The Procuring Entity shall promptly inform the Contractor of any change to the authority attributed to the Engineer-in-charge.</p> <p>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.</p> <p>Except as otherwise stated in these Conditions:</p> <p>(i) whenever carrying out duties or exercising authority,</p>

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	<p>specified in or implied by the Contract, the Engineer-in-charge shall be deemed to act for the Procuring Entity;</p> <p>(ii) the Engineer-in-charge has no authority to relieve either Party of any duties, obligations or responsibilities under the Contract; and</p> <p>(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.</p> <p>(iv) 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.</p> <p>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:</p> <p>(a) Sub-Clause 4.12 [Unforeseeable Physical Conditions] agreeing or determining an extension of time and/or additional Cost.</p>

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	<p>(b) Sub-Clause 9.1 [Right to Vary]: Instructing a Variation, except;</p> <p>(i) In an emergency situation as determined by the Engineer-in-charge, or</p> <p>(ii) If such a Variation would increase the Accepted Contract Amount by less than the percentage specified in the Contract Data.</p> <p>(c) Approving a proposal for Variation submitted by the Contractor or in accordance with Sub-Clause 9.1 [Right to Vary] or Sub-Clause 9.3 [Value Engineering].</p> <p>Notwithstanding the obligation, as set 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 Contractor 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 Contractor 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 Contractor or accordingly, with a copy to the Procuring Entity.</p>

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<p>3.2 Delegation by the Engineer-in-charge</p>		<p>The Engineer-in-charge may from time to time assign duties and delegate authority to assistants and may also revoke such assignment or delegation. These assistants may include a resident Engineer, and/or independent inspectors appointed to inspect and/or test items of 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.</p> <p>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 [Determinations]</p> <p>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.</p> <p>However:</p> <ul style="list-style-type: none"> (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; (ii) if the Contractor questions any determination or instruction of an assistant, the Contractor may refer

Clause	Sub-Clause Provision
	<p>the matter to the Engineer-in-charge, who shall promptly confirm, reverse or vary the determination or instruction.</p>
<p>3.3 Instructions of the Engineer-in-charge</p>	<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 [Delegation by the Engineer-in-charge]. 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> <ul style="list-style-type: none"> (a) gives an oral instruction, (b) receives a written confirmation of the instruction, from (or on behalf of) the Contractor, within two working Days after giving the instruction, and (c) does not reply by issuing a written rejection and/or instruction within two working Days after receiving the confirmation, <p>then the confirmation shall constitute the written instruction</p>

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		of the Engineer-in-charge or delegated assistant (as the case may be).
3.4 Replacement of the Engineer-in-charge		If the Procuring Entity intends to replace the Engineer-in-charge, the Procuring Entity shall inform the contractor by a notice on the name and contact details of replaced Engineer-in-charge.
3.5 Determinations		<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>

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<p>3.6 Minutes of meeting</p>		<p>The Engineer-in-charge may require the Contractor to attend a progress review / or quality assurance / design drawing review meeting during execution of the Works. The Engineer-in-charge shall record the minutes of the meeting and provide a copy within 15 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 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 60 days by the Engineer-in-Charge.</p>
<p>4. The Contractor</p>		
<p>4.1 General Obligations and Contractor’s personnel</p>	<p>4.1.1</p>	<p>The Contractor shall design (to the extent specified in the Contract), 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</p>

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		remediating of Defects.
	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:</p> <ul style="list-style-type: none">(i) 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(ii) shall not otherwise be responsible for the design or Specification of the Permanent Works.
	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>

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	4.1.4	<p>The Contractor shall, whenever required by the Engineer-in-charge, submit details of the arrangements and methods which the Contractor 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 and shall submit a Environmental Management plan(EMP) for the approval by the Engineer-in-charge duly covering Pre-construction, during construction and Post- construction measures to mitigate environmental pollution.</p> <p>Contractor shall also submit optimized alternate route plan for the Vehicular and pedestrian movement during execution of work.</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"> (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. (ii) these Contractor’s Documents shall be in accordance with the Specification and Drawings, shall be written in

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		<p>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;</p> <p>(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</p> <p>(iv) prior to the commencement of the Tests on Completion, the Contractor shall submit to the Engineer-in-charge the "as-built" approved drawings, designs and documents and, if applicable, operation and maintenance manuals in accordance with the Specification and in sufficient 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 [Taking Over of the Works and Sections] until these documents and manuals have been submitted to the Engineer-in-charge.</p>

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	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.
4.2 Compliance with the Code of Integrity	4.2.1	<p>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:</p> <p>(a) “Corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, anything</p>

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Clause	Sub-Clause Provision
	<p>of value to influence improperly the actions of another party;</p> <p>(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;</p> <p>(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 actions of a party;</p> <p>(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.</p>
	<p>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.</p> <p>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.</p>

Contractor

Procuring Entity / Employer



Clause	Sub-Clause	Provision
4.3 Performance Security	4.3.1	<p>The Contractor shall obtain (at his cost) a Performance Security for proper performance, in the amount and currencies stated in the Contract Data. If an amount is not stated in the Contract Data, this Sub-Clause shall not apply.</p> <p>The Contractor shall deliver the Performance Security to the Procuring Entity / Employer within 28 days after receiving the Letter of Acceptance, and shall send a copy to the Engineer-in-charge. The Performance Security shall be issued by an entity and from within India, and shall be in the form annexed to the Special Conditions in Section VIII or in another form approved by the Procuring Entity / Employer.</p> <p>The Contractor shall have the option to furnish a Performance Security @ 10% of the Accepted Contract Amount, in Indian Rupees, in the following forms:</p> <p>(i) Bank guarantee. It shall be of a scheduled Bank in India in prescribed or other acceptable format acceptable to the Procuring Entity. The bank guarantee shall be got verified from the issuing bank and confirmer, if any;</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</p>

Contractor

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		<p>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> <p>4.3.3 The proceeds of the Performance Security including Additional 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>(i) 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>(ii) when the Contractor fails to commence the work within the time specified; or</p> <p>(iii) when the Contractor fails to complete the work satisfactorily within the time specified; or</p>

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		<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>

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	4.3.4	<p>The Contractor shall ensure that the Performance Security including additional 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 included under the Contract), 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 until the Works have been completed and any defects have been remedied and maintenance (if included under the Contract).</p> <p>Failure by the Contractor to extend the validity of the Performance security including additional performance security as described herein above, in which event the Engineer-in-charge may claim the full amount of the performance security.</p>
	4.3.5	<p>The Procuring Entity / Employer shall not make a claim under the Performance Security, except for amounts to which the Procuring Entity/ Employer is entitled under the Contract.</p> <p>The Procuring Entity / Employer shall indemnify and hold the Contractor harmless against and from all damages, losses and expenses (including legal fees and expenses) resulting from a claim under the Performance Security to the extent to which the Procuring Entity / Employer was not entitled.to make the claim.</p>

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		<p>Without limitation to the provisions of the rest of this Sub-Clause, whenever the Engineer determines an addition or a reduction to the Contract Price as a result of a change in cost and/or legislation or as a result of a Variation amounting to more than 25 percent of the portion of the Contract Price, the Contractor shall at the Engineer's request promptly increase, or may decrease, as the case may be, the value of the Performance Security in that currency by an equal percentage.</p> <p>The Procuring Entity shall return the Performance Security including additional performance security 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> <ul style="list-style-type: none"> (i) Performance Security including additional performance security will be refunded after expiry of defect liability period if any specified in the Contract Data, provided the final bill has been paid. <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 including additional performance security shall stand forfeited in full and shall be absolutely at the disposal of the Procuring Entity.</p>

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Procuring Entity / Employer



Clause	Sub-Clause	Provision
<p>4.4 Commencement of Work at the earliest.</p> <p>Recording the commencement or start date.</p>		<p>The Contractor shall commence the Works after signing of the Contract within the period as specified in the Special Conditions of Contract (SCC). 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.</p>
<p>4.5 Contractor’s Representative</p>		<p>Contractor shall appoint the Contractor’s Representative and shall give him all authority necessary to act on the Contractor’s behalf under the Contract.</p> <p>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.</p> <p>If consent is withheld or subsequently revoked in terms of this Sub-Clause 6.11 [Contractor’s Personnel], or if the appointed person fails to act as Contractor’s Representative, or conducts improperly at the Site, the Contractor shall submit the 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,</p>

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	<p>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 [Law and Language]. 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>

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Clause	Sub-Clause Provision
<p>4.6 Sub-Contractor, nominated Sub-Contractor.</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.</p> <p>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, then 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</p>

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		<p>Engineer-in-charge.</p> <p>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> <ul style="list-style-type: none"> (i) 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. (ii) the prior consent of the Engineer-in-charge shall be obtained to other proposed Subcontractors; (iii) 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>The Contractor shall not be required to obtain such consent for:</p> <ul style="list-style-type: none"> (iv) The provision of labours, (v) The purchase of materials which are in accordance with the standards specified in the Contract, or (vi) The subcontracting of any part of the works for which subcontractor is named in the Contract <p>The Contractor shall ensure that the requirements imposed on the Contractor regarding Confidentiality as</p>

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	<p>defined in the GCC Sub-Clause 1.16 [Confidential Details] shall apply equally to each nominated Subcontractor / Subcontractor.</p>
<p>4.7 Co-Operation</p>	<p>The Contractor shall, as specified in the Contract or as instructed by the Engineer-in-charge, allow appropriate opportunities for carrying out work to:</p> <ul style="list-style-type: none"> (a) the Procuring Entity’s Personnel, (b) any other Contractors employed by the Procuring Entity, and (c) the personnel of any legally constituted public authorities, <p>who may be employed in the execution on or near the Site of any work not included in the Contract.</p> <p>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.</p> <p>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>

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4.8 Safety Procedures at the site of works	4.8.1	<p><u>Safety Procedures at the site of works</u></p> <p>The Contractor shall:</p> <ul style="list-style-type: none"> (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; (ii) take care for the safety of all persons entitled to be on the Site; (iii) use reasonable efforts to keep the Site and Works clear of unnecessary obstruction so as to avoid danger to these persons; (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 Sections] ; and (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. <p>In addition to the provisions of this Contract, the Contractor shall follow the safety code of the Department / Authority if any.</p>

Clause	Sub-Clause	Provision
	4.8.2	<p><u>Safety Provisions for labour</u></p> <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 K.P.W.D.(KERALA PUBLIC WORKS DEPARTMENT) 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>
4.9 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> <ol style="list-style-type: none"> (1) 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 MORT&H or other relevant codes) on input materials, processes and the output in the field laboratory established by the Contractor at his cost . (2) The second tier shall be the Engineer-in-charge's team conducting such tests to the extent of the specified code frequency at the Contractor's field laboratory or Department/ Organization's laboratory

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	<p>and comparing the results with those carried out by the Contractor’s Engineers; and</p> <p>(3) 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 or any other agency or personnel fixed by authority. The Third Party Quality Inspection agency would be fixed by the authority. The third tier shall conduct such tests to the extent as specified in Quality assurance plan of the specified frequencies duly witnessed by the Contractor’s & Procuring Entity’s Engineers and providing a final acceptability on the Works etc, as specified in the SCC if any.</p> <p>The Contractor shall provide all assistance to conduct such tests.</p>
	<p>4.9.2 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</p>

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		<p>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>
<p>4.10 Site Data</p>	<p>4.10.1</p> <p>4.10.2</p>	<p>The Procuring Entity shall have made available to the Contractor for his information, prior to the Base Date, all relevant data in the Procuring Entity’s possession available if any on subsurface 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 and obtain required data from concerned authorities if not available / provided by Procuring Entity, at his own cost.</p> <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,</p>

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		including (without limitation): the form and nature of the Site, including sub-surface conditions, the hydrological and climatic conditions, the extent and nature of the work and goods necessary for the execution and completion of the Works and the remedying of any Defects, the Laws, procedures and labour practices of India, particularly Kerala and the Contractor’s requirements for access, accommodation, facilities, personnel, power, transport, water and other services.
4.11 Sufficiency of the Contracted Amount		<p>The Contractor shall be deemed to:</p> <ul style="list-style-type: none"> (i) have satisfied himself as to the correctness and sufficiency of the Accepted Contract Amount, and (ii) have based the Accepted Contract Amount on the data, interpretations, necessary information, inspections, examinations and satisfaction as to all relevant matters referred to in Sub-Clause 4.10 [Site Data]. <p>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>
4.12 Unforeseeable Physical Conditions		In this Sub-Clause, “physical conditions” means natural physical conditions and man-made and other physical obstructions and pollutants, which the Contractor encounters at the Site when executing the Works, including sub-surface and hydrological

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	<p>conditions but excluding climatic conditions.</p> <p>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.</p> <p>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.</p> <p>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:</p> <ul style="list-style-type: none"> (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 (ii) payment of any such Cost, directed to be incurred by the Contractor as approved extra item which shall be included in the Contract Price. <p>Upon receiving such notice and inspecting and/or investigating</p>

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		<p>these physical conditions, 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 these physical conditions were Unforeseeable, and (b) the matters described in subparagraphs (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.</p> <p>However, before additional Cost is finally agreed or determined under subparagraph (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.</p> <p>However, the net effect of all adjustments under subparagraph (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>4.13 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</p>

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		he may require for the purposes of the Works.
	4.13.2	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 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.
4.14 Avoidance of Interference with public conveniences		<p>The Contractor shall not interfere unnecessarily or improperly with:</p> <ul style="list-style-type: none"> (i) the convenience of the public, or (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. <p>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.</p>
4.15 Access Routes to Site		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

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		<p>routes.</p> <p>Except as otherwise stated in these Conditions:</p> <ul style="list-style-type: none"> (i) the Contractor shall (as between the Parties) be responsible for any maintenance which may be required for his use of access routes; (ii) 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; (iii) the Procuring Entity shall not be responsible for any claims which may arise from the use or otherwise of any access route; (iv) the Procuring Entity does not guarantee the suitability or availability of particular access routes; and (v) Costs due to non-suitability or non-availability, for the use required by the Contractor, of access routes shall be borne by the Contractor.
<p>4.16 Contractor's Equipment</p>		<p>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. "Key equipment" deployment shall be as</p>

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		indicated in Contract Data.
4.17 Protection of the Environment		<p>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.</p> <p>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.</p> <p>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.</p>
4.18 Electricity, Water and Gas		<p>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> <p>The Contractor shall be entitled to use for the purposes of the</p>

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	<p>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>4.19 Issue of Procuring Entity's Equipment and Materials</p>	<p>The Procuring Entity, if available may on request issue its machinery and equipment on hire to the Contractor, 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.</p> <p>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>

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Clause	Sub-Clause	Provision
		<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>4.20 Progress Reports</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 6 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.</p> <p>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.</p> <p>Each report shall include:</p> <ul style="list-style-type: none"> a) Charts, drawings, outputs and detailed descriptions of progress, including each stage of design (if any) / GFC drawing etc 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 SubClause 5.2

Contractor

Procuring Entity / Employer

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Clause	Sub-Clause Provision
	<p style="text-align: center;">[Nomination of Sub-Contractors]);</p> <ul style="list-style-type: none"> b) Photographs (in adequate numbers) showing the status of manufacture(if any) / progress of works on the Site; c) the details described in Sub-Clause 6.12 [Records of Contractor’s Personnel & Equipment]; d) Copies of quality assurance documents, test results, test certificates of Materials and action taken on Third Party Quality Inspections by the Contractor; e) List of notices given under Sub-Clause 2.5 [Procuring Entity’s Claims] and notices given under Sub-Clause 21.2 [Contractor’s Claims]; f) Safety statistics, including details of any hazardous incidents and activities relating to environmental aspects and public relations; and g) Comparisons of actual and planned progress, hindrances, with details of any events or circumstances which may jeopardize the completion in accordance with the Contract, and the measures being (or to be) adopted to overcome delays.

Contractor

Procuring Entity / Employer



Clause	Sub-Clause Provision
<p>4.21 Security of the Site and Works</p>	<p>Unless otherwise stated in the Conditions:</p> <ul style="list-style-type: none"> (a) the Contractor shall be responsible for keeping unauthorized persons off the Site, and (b) 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. (c) 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. 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.



Clause	Sub-Clause	Provision
<p>4.22 Contractor's Operations on Site</p>		<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>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</p>

Clause	Sub-Clause	Provision
		Notification Period, such goods, equipment as are required by the Contractor to fulfil obligations under the Contract.
<p>4.23 Fossils / antiques and articles of value</p>		<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> <ul style="list-style-type: none"> (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 (ii) Payment of any such Cost, which shall be included in the Contract Price. <p>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>

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Clause	Sub-Clause	Provision
4.24 Completion Plans to be Submitted by the Contractor		The Contractor shall submit completion drawings / as built drawings, approved designs (if applicable) within thirty Days of the virtual completion of the Works. In case, the Contractor fails to submit the completion drawings / as built drawings, approved 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.
4.25 Contractor to Supply Tools & Plants etc.		<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</p>

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		Security or the proceeds of sale thereof, or of a sufficient portion thereof.
4.26 Changes in the firm's constitution to be intimated		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]
4.27 Setting Out the works for correct positioning		<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 / Employer 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.</p>

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	<p>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 and shall be entitled subject to 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>After receiving this further notice, the Engineer-in- charge shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine (i) whether and (if so) to what extent the error could not reasonably have been discovered, and (ii) the matters described in sub-paragraphs above related to this extent.</p>
<p>4.28 Transport of Goods</p>	<p>Unless otherwise stated in the Special Conditions:</p> <p>(a) the Contractor shall give the Engineer-in-charge not less than 21 days’ notice of the date on which any Plant or a major item of other Goods will be delivered to the Site;</p> <p>(b) the Contractor shall be responsible for packing, loading, transporting, receiving, unloading, storing and protecting all Goods and other things required for the Works; and</p> <p>the Contractor shall indemnify and hold the Procuring entity / Employer harmless against and from all damages, losses and expenses (including legal fees and expenses) resulting from the transport of Goods, and shall negotiate and pay all claims arising from their transport.</p>

Contractor

Procuring Entity / Employer



Clause	Sub-Clause	Provision
5. Sub-Contractor and Nomination of Sub-Contractor		
5.1 Subcontractor		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.
5.2 Nomination of Sub- Contractor		In the Contract, “nominated Sub-Contractor” means a Sub-Contractor: <ul style="list-style-type: none"> (a) who is stated in the Contract as being a nominated Sub-contractor, or (b) Whom the Engineer-in-charge, instructs the Contractor to employ as a Sub contractor subject to Sub-Clause 5.3 [Objection to Nomination].
5.3 Objection to Nomination		The Contractor shall not be under any obligation to employ a nominated Subcontractor against whom the Contractor raises reasonable objection by notice to the Engineer-in-charge as soon as practicable, with supporting particulars. <p>An objection shall be deemed reasonable if it arises from (among other things) any of the following matters, unless the Procuring entity / Employer agrees in writing to indemnify the Contractor against and from the consequences of the matter:</p> <ul style="list-style-type: none"> (a) there are reasons to believe that the Subcontractor

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	<p>does not have sufficient competence, resources or financial strength;</p> <p>(b) the nominated Subcontractor does not accept to indemnify the Contractor against and from any negligence or misuse of Goods by the nominated Subcontractor, his agents and employees; or</p> <p>(c) the nominated Subcontractor does not accept to enter into a subcontract which specifies that, for the subcontracted work (including design, if any), the nominated Subcontractor shall:</p> <ul style="list-style-type: none"> (i) undertake to the Contractor such obligations and liabilities as will enable the Contractor to discharge his obligations and liabilities under the Contract; (ii) indemnify the Contractor against and from all obligations and liabilities arising under or in connection with the Contract and from the consequences of any failure by the Subcontractor to perform these obligations or to fulfil these liabilities; and (iii) be paid only if and when the Contractor has received from the Procuring Entity / Employer payments for sums due under the Subcontract referred to under Sub-Clause 5.4 [Payments to nominated Subcontractors].

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Clause	Sub-Clause	Provision
<p>5.4 Payments to nominated Subcontractor</p>		<p>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] except as stated in Sub-Clause 5.5 [Evidence of Payments]</p>
<p>5.5 Evidence of Payments</p>		<p>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.</p> <p>Unless the Contractor:</p> <ul style="list-style-type: none"> (a) submits this reasonable evidence to the Engineer-in-Charge, or (b) <ul style="list-style-type: none"> (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,

Clause	Sub-Clause	Provision
		<p>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 subparagraphs (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.</p>
<h2>6. Engagement of Staff and Labour by the Contractor</h2>		
<p>6.1 Staff and Labour</p>		<p>Except as otherwise stated in the Specifications,</p> <ul style="list-style-type: none"> (i) 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 Kerala shall work as a Contractor or employee of a Contractor for a period of 6 months 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



Clause	Sub-Clause	Provision
<p>6.2 Bidder barred from bidding if near Relatives working in Procuring Entity’s office</p>		<p>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.</p> <p>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.</p> <p>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.</p>
<p>6.3 Employment of Technical Staff and other Employees</p>	<p>6.3.1</p>	<p>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</p>

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		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.
6.4 Responsibility of the Technical Staff and employees		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.
6.5 Rate of Wages and Conditions of Labour		<p>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 (only if applicable) Sub-Clause of the agreement.</p> <p>Explanation: “Fair Wage” means minimum wages for time or piece work, fixed or revised, by the State Government under the Minimum Wages Act, 1948.</p> <p>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,</p>

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		<p>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.</p> <p>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 Kerala, 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.</p> <p>The regulations, aforesaid, shall be deemed to be part of this Contract and any breach, thereof, shall be deemed to be</p>

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		breach of the Contract. 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.
6.6 Contractor not to engage staff of Procuring Entity		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.
6.7 Working Hours		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: <ul style="list-style-type: none"> (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. (iv) 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.

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		(v) This Subclause shall not apply to any work which is customarily carried out by rotary or double shifts.
6.8 Facilities for Staff and Labour		<p>Except as otherwise stated in the Specifications, the Contractor shall provide and maintain all necessary accommodation and welfare facilities for the Contractor’s Personnel.</p> <p>The Contractor shall also provide work site facilities for the Procuring Entity’s Personnel as stated in the Specifications.</p> <p>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>
6.9 Health & Safety		<p>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.</p> <p>The Contractor shall appoint a safety officer / accident prevention officer at the Site, responsible for maintaining</p>

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		<p>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.</p> <p>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-incharge may reasonably require.</p>
6.10 Contractor's Superintendence		<p>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.</p> <p>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.</p>
6.11 Contractor's Personnel		<p>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</p>

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		<p>Works, including the Contractor’s Representative, if applicable, who:</p> <ul style="list-style-type: none"> (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. <p>If appropriate, the Contractor shall then appoint (or cause to be appointed) a suitable replacement person</p>
6.12 Records of Contractor’s Personnel and Equipment		<p>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 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.</p>
6.13 Disorderly Conduct		<p>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.</p>

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6.14 Foreign Personnel		<p>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.</p> <p>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.</p>
6.15 Supply of Food Stuffs		<p>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.</p>
6.16 Supply of Water and Electricity		<p>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.</p> <p>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.</p>

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6.17 Measures against Insect and Pest Nuisance		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.
6.18 Alcoholic Liquor or Drugs		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.
6.19 Arms and Ammunition		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.
6.20 No unlicensed storage of Explosives and POL		The Contractor is not authorised to store explosives and POL or other inflammable materials without a valid license from the competent legal authority.

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6.21 Prohibition of Forced or Compulsory labour		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.
6.22 Prohibition of Child Labour		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.
6.23 Festivals and Religious Customs		The Contractor shall respect the Country's recognized festivals, days of rest and religious or other customs.

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6.24 Employment Records of Workers		<p>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].</p>
6.25 Compliance with Labour Laws		<p>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.</p> <p>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.</p> <p>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,</p>

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		1996.
6.26 Payment of Wages		<p>The Contractor shall pay to labour employed by him either directly or through SubContractors, 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.</p> <p>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.</p>
6.27 Penalty for non-compliance with labour Laws		<p>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.</p> <p>The Engineer-in-Charge concerned shall have the right to deduct from the moneys due to the Contractor any sum</p>

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	<p>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 the Contract or non-observance of the Regulations. 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-inCharge 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</p>

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		breach of this Contract. 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.
6.28 Funeral Arrangements		The Contractor shall be responsible, to the extent required by local regulations, for making any funeral arrangements for any of his local employees who may die while engaged upon the Works.
7. Plant, Materials and Workmanship		
7.1 Manner of Execution		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. 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.

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		<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. 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. 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 not the fault of the Contractor, the Contractor shall be entitled to an extension in the Time for Completion, pursuant to GCC Clause 8.6.</p> <p>The Contractor will carry out works, production of mixes, the</p>

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		<p>procurement of input materials, and all other execution of the Works:</p> <ul style="list-style-type: none"> (i) in the manner (if any) specified in the Contract, (ii) in a proper workman like and careful manner, in accordance with recognized good practices, and (iii) with properly equipped facilities and non-hazardous materials, except as otherwise specified in the Contract.
7.2 Samples		<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> <ul style="list-style-type: none"> (i) Contractor’s standard samples of raw/ produced Materials and samples specified in the Contract, all at the Contractor’s Cost, and (ii) Additional samples instructed by the Engineer-in-Charge as a Variation. (iii) Each sample shall be labelled as to origin and intended use in the Works. (iv) 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 rprocedures.
7.3 Inspection	7.3.1	<p>The Procuring Entity’s Personnel shall at all reasonable times:</p> <ul style="list-style-type: none"> (a) have full access to all parts of the Site and to all places from which natural materials are being obtained, and

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		<p>(b) during production, manufacture and construction (at the Site and elsewhere), be entitled to examine, inspect, measure and test the materials and workmanship, and to check the progress of manufacture of Plant and production and manufacture of materials.</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>7.3.3 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</p>

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		<p>be added to the Contract Price. Further, if such test and/or inspection impede 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>
	7.3.4	<p>The Contractor shall provide the Engineer-In-Charge (EIC) with a certified report of the results of any such test and/or inspection. 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 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>
	7.3.5	<p>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>
	7.3.6	<p>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>
	7.3.7	<p>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</p>

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		<p>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>7.4 Stores supplied by the Procuring Entity</p>		<p>If the specification or item 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 (only if applicable) , 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</p>

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	<p>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 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</p>

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		non-supply thereof, all or any such materials and stores.
7.5 Penalty rate in case of excess consumption		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.
7.6 Hire of Plant and Machinery		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.

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7.7 Imported Store articles to be obtained from the Procuring Entity		<p>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.</p>
7.8 Materials Supplied by the Contractor		<p>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.</p> <p>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 / any other laboratory approved by the Engineer-in-Charge. Only materials so approved shall be</p>

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	<p>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.</p> <p>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.</p> <p>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 Engineerin-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.</p>
<p>7.9 Testing</p>	<p>7.9.1 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,</p>

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	<p>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>
	<p>7.9.2 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>

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		<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.</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- incharge shall endorse the Contractor’s test certificate.</p>
7.10 Cost of Samples		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.
7.11 Cost of Tests		<p>The Cost of conducting any test shall be borne by the Contractor if such test is:</p> <p>(i) clearly intended by or provided for in the Contract, or</p> <p>(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</p>

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		Contractor to price or allow for the same in his Bid.
7.12 Cost of Tests not provided for		If any test required by the Engineer-in-charge which is: not so intended by or provided for in the Contract or codes; (in the cases above mentioned) not so particularized, or (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 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 / Authority will bear the Cost.
7.13 Rejection		<p>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.</p> <p>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.</p>

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<p>7.14 Remedial Work</p>	<p>Notwithstanding any previous test or certification, the Engineer-in-charge may instruct the Contractor to:</p> <ul style="list-style-type: none"> i. remove from the Site and replace any works, Plant or Materials which is not in accordance with the Contract, ii. remove and re-execute any other work which is not in accordance with the Contract, and iii. execute any work which is urgently required for the safety of the Works, whether because of an accident, unforeseeable event or otherwise. <p>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.</p> <p>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.</p>
<p>7.15 Ownership of Plant and Materials</p>	<p>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</p>

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		<p>and other encumbrances:</p> <p>(a) when it is incorporated in the Works;</p> <p>(b) 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].</p>
7.16 Dismantled Material Government Property		<p>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 same shall be stored / deposited as per direction of Engineer –in-charge. The same will be disposed off to the best advantage of the Procuring Entity, as per directions, of the Engineer-in-charge</p>
7.17 Action where no Specifications are provided.		<p>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.</p>

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7.18 Royalties		<p>The Contractor shall pay all royalties, rents and other payments for:</p> <ul style="list-style-type: none"> (a) natural Materials obtained from outside the Site, and (b) disposal of materials from demolitions and excavations and of other surplus materials (whether natural or man-made), except to the extent that disposal areas within the Site are specified in the Contract. <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>
8. Commencement, Delays and Suspension		
8.1 Fixing center lines, reference points and bench marks.		<p>The basic centre lines, reference points and benchmarks will be fixed 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>
8.2 Setting out of works.		<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</p>

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		<p>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"> (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 (ii) payment of any such Cost, which shall be included in the Contract Price. <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>

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Clause	Sub-Clause	Provision
<p>8.3 Commencement of Works</p>	<p>8.3.1</p>	<p>Except otherwise specified in the Contract Data /Special Conditions of Contract (SCC), 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"> (a) signature of the Contract Agreement (after submission of Performance security by the Contractor) by both Parties, and if required, approval of the Contract by relevant authorities; (b) 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>The Contractor shall commence the execution of the Works as soon as is reasonably practicable from 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.</p>



Clause	Sub-Clause	Provision
		In such eventuality, the Performance Security of the Contractor shall be refunded, but no payment on account of interest, loss of profit or damages etc. shall be payable at all.
8.4 Time for Completion		<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> <ul style="list-style-type: none"> (i) Achieving the passing of the Tests on Completion, and (ii) 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]. (iii) Completion of as built drawings and a manual for maintenance and operations, if required. (iv) Completion of each mile stone as per the current (original updated every month) construction program. (v) Rectification and or reconstruction of all deficient items of work or works /items of works for which ‘Non Conformance Reports’ were issued. (vi) Restoration of the approach roads, fencing and appurtenant works damaged during execution of the Contracted project and clearance of Site. (vii) Operation and maintenance of the facilities(if

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	<p>included under Contract)</p> <p>The Contractor shall commence work on the Facilities within the period specified in the Contract Data / Special Conditions of Contract (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 this Sub-Clause of 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 Contract Data / Special Conditions of Contract (SCC). or within such extended time to which the Contractor shall be entitled under GCC Clause 39 hereof</p>
<p>8.5 Construction Programme</p>	<p>The Contractor shall submit a detailed execution time programme on MS Project or other similar software to the Engineer-in-charge within 14 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>(a) 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</p>

Contractor

Procuring Entity / Employer

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Clause	Sub-Clause Provision
	<p>testing,</p> <ul style="list-style-type: none"> (b) each of these stages for work by each Sub-Contractor/ Nominated Sub-Contractor, (c) the sequence and timing of quality and other inspections and tests specified in the Contract, and (d) a supporting report which includes: <ul style="list-style-type: none"> i. 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 ii. 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>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-</p>

Contractor

Procuring Entity / Employer



Clause	Sub-Clause	Provision
		<p>charge may require the Contractor to submit an estimate of the anticipated effect of the future event or circumstances, and/or a proposal under Sub-Clause 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>
<p>8.6 Extension of Time for Completion</p>		<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> <ul style="list-style-type: none"> (i) 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, (ii) a cause of delay giving an entitlement to extension of time under a Sub-Clause of these Conditions, (iii) exceptionally adverse climatic conditions, excluding the rains, high or low variations in temperatures, (iv) Unforeseeable shortages in the availability of

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	<p>personnel or Goods caused by epidemic or Governmental actions, or</p> <p>(v) 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>
<p>8.7 Delays Caused by Authorities</p>	<p>If the following conditions apply, namely:</p> <ul style="list-style-type: none"> (i) the Contractor has diligently followed the procedures laid down by the relevant legally constituted public authorities in the Country, (ii) these authorities delay or disrupt the Contractor’s work, and (iii) the delay or disruption was Unforeseeable, <p>Then this delay or disruption will be considered as a cause of delay under sub paragraph (ii) of Sub-Clause 8.6 [Extension of Time for Completion].</p>

Contractor

Procuring Entity / Employer



Clause	Sub-Clause	Provision
<p>8.8 Rate of progress of works.</p>		<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>(a) actual progress is too slow to complete within the Time for Completion, and/or</p> <p>(b) progress has fallen (or will fall) behind the current programme under Sub-Clause 8.5 [Construction Programme],</p> <p>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 Contractor proposes to adopt in order to expedite</p>

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	<p>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>

Contractor

Procuring Entity / Employer



Clause	Sub-Clause	Provision
<p>8.9 Compensation/ Damages for Delay (Liquidated Damage)</p>		<p>If the Contractor fails to maintain the required progress in terms of Sub-Clause 8.4 [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 [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>

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Clause	Sub-Clause	Provision																					
	A	<table border="1"> <tr> <td>Time Span of full stipulated period</td> <td>1/4th</td> <td>1/2th</td> <td>3/4th</td> <td>Full</td> </tr> </table>	Time Span of full stipulated period	1/4th	1/2th	3/4th	Full																
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	B.	<table border="1"> <tr> <td>Work to be completed in terms of money (proportion of Accepted Contract amount)</td> <td>1/8th (Rs)</td> <td>3/8th (Rs)</td> <td>3/4th (Rs)</td> <td>Full (Rs)</td> </tr> </table>	Work to be completed in terms of money (proportion of Accepted Contract amount)	1/8th (Rs)	3/8th (Rs)	3/4th (Rs)	Full (Rs)																
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	C	<table border="1"> <tr> <td rowspan="4">Compensation payable by the Contractor for delay attributable to Contractor at the stage of</td> <td colspan="5">Delay up to one fourth period of the prescribed time span – 2.5% of the cost of the work remained unexecuted.</td> </tr> <tr> <td colspan="5">Delay exceeding one fourth of the prescribed time span but not exceeding half of the prescribed time span - 5% of the cost of the work remained unexecuted.</td> </tr> <tr> <td colspan="5">Delay exceeding half of the prescribed time span but not exceeding three fourth of the prescribed time span - 7.5% of the cost of the work remain unexecuted.</td> </tr> <tr> <td colspan="5">Delay exceeding three fourth of the prescribed time span – 10% of the cost of the work unexecuted.</td> </tr> </table>	Compensation payable by the Contractor for delay attributable to Contractor at the stage of	Delay up to one fourth period of the prescribed time span – 2.5% of the cost of the work remained unexecuted.					Delay exceeding one fourth of the prescribed time span but not exceeding half of the prescribed time span - 5% of the cost 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 cost of the work remain unexecuted.					Delay exceeding three fourth of the prescribed time span – 10% of the cost of the work unexecuted.				
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	Delay exceeding three fourth of the prescribed time span – 10% of the cost 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</p>																					

Contractor

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	<p>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(ie. Accepted Contract amount).</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.</p> <p>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.</p> <p>The amount of compensation may be adjusted or set off against any sum payable to the Contractor</p>

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	<p>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>

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<p>8.10 Suspension of Work</p>	<p>8.10.1</p>	<p>8.10.1.1</p> <p>The Employer may issue 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 Employer / Procuring Entity.</p> <p>If, by virtue of a suspension order given by the Employer, other than by reason of the Contractor’s default or breach of the Contract, the Contractor’s 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 Employer requiring that they 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 Employer, 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 Clause 17</p>

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	<p>8.10.1.2</p> <p>If</p>	<p>(a) Unless Contractor was at fault, if 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 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, as stipulated in GCC Subclause 18.3 & 18.4, 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 28 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</p>

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	<p>execution and/or completion of the Facilities,</p> <p>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</p> <p>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 8.6, 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</p> <p>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>

Contractor

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Clause	Sub-Clause	Provision
	8.10.2	<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</p> <ul style="list-style-type: none"> (i) for proper execution of the Works or part thereof for reasons other than the default of the Contractor; or (ii) for safety of the Works or part thereof. <p>The Contractor shall, carry out the instructions given in that behalf by the Engineer- in-Charge.</p> <p>If the suspension is ordered for reasons indicated 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>
<p>8.11 Consequences of Suspension</p>		<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>

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	<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.</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>
<p>8.12 Payment for Plant and Materials in Event of Suspension</p>	<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:</p> <p>(a) the work on Plant or delivery of Plant and/ or Materials has been suspended for more than 28 Days, and</p> <p>(b) 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>

Contractor

Procuring Entity / Employer



Clause	Sub-Clause	Provision
8.13 Prolonged Suspension		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] .
8.14 Resumption of Work		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] .
8.15 Work to be executed strictly as per specifications		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

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		<p>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 be paid unless rectified to the specified quality by the Contractor.</p>
<p>8.16 Action when Work executed with unsound materials, imperfect and unskilled workmanship</p>		<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</p>

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Clause	Sub-Clause	Provision
		<p>charge and Cost. In the event of the Contractor failing 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.</p> <p>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>
<h2>9. Deviations, variations and adjustments</h2>		
<p>9.1 Right to Vary</p>		<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.</p> <p>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>

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Clause	Sub-Clause Provision
	<p>(a) the Contractor cannot readily obtain the Goods required for the Variation, or</p> <p>(b) 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> <ul style="list-style-type: none"> (i) changes to the quantities of any item of work included in the Contract (however, such changes do not necessarily constitute a Variation), (ii) changes to the quality and other characteristics of any item of work, (iii) changes to the levels, positions and/ or dimensions of any part of the Works, (iv) omission of any work unless it is to be carried out by others, (v) 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 or (vi) Changes to the sequence or timing of the execution of the Works. <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>

Contractor

Procuring Entity / Employer

Clause	Sub-Clause	Provision
<p>9.2 Deviations/ Variations Extent and Pricing</p>	<p>9.2.1</p>	<p>The Engineer-in-charge shall have power</p> <ul style="list-style-type: none"> (i) to make alternations in, omissions 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 <p>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>

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Clause	Sub-Clause	Provision
	9.2.2	<p>(i) The rates for such additional, altered or substituted works shall be determined in accordance with the following provisions:</p> <p>(ii) 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.</p> <p>(iii) 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.</p> <p>(iv) 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 applicable prevailing (when the Variation work is being instructed for taking up) Schedule of Rates of the district/ area specified above along with 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.</p>

Contractor

Procuring Entity / Employer

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Clause	Sub-Clause	Provision
		<p>(v) If the rates for the additional, altered or substituted work item cannot be determined in the manner specified in sub sub-clause (i) to (iv) 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 The quantum of additional work for each sub head shall not exceed 25% of total Value of sub-head subject to total variation of contract @2% maximum.</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. However the Procuring entity has the authority to relax the specified condition duly considering the project requirements and successful completion of the project. Decision of Procuring entity would be final in this regard.</p>

Contractor

Procuring Entity / Employer

Clause	Sub-Clause	Provision
	9.2.4	<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>
9.3 Value Engineering		<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 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</p> <p>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].</p> <p>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:</p> <ul style="list-style-type: none"> (i) the Contractor shall design this part, (ii) Sub-Clause 4.1[Contractor's General Obligations] shall apply, and

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Clause	Sub-Clause	Provision
		<p>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>9.4 No compensation for alterations in or restriction of works to be carried out</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</p>

Contractor

Procuring Entity / Employer

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Clause	Sub-Clause	Provision
		<p>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>9.5 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.</p> <p>However, the Contractor shall continue performance on the Contract despite rejection of his claims by the Engineer-in-Charge.</p>

Contractor

Procuring Entity / Employer

Clause	Sub-Clause	Provision
<p>9.6 Provisional Sums</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 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 .</p>
	<p>9.5.3</p>	<p>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.</p>
	<p>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:</p> <p>(i) work to be executed (including Plant, Materials, labour or services to be supplied) by the Contractor and valued; and/ or</p>	

Clause	Sub-Clause	Provision
<p>9.7 Day Work</p>		<p>(ii) 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:</p> <ul style="list-style-type: none"> (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. <p>The Contractor shall, when required by the Engineer-in-charge, produce invoices, vouchers and accounts or receipts in substantiation.</p> <p>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.</p>

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Clause	Sub-Clause Provision
	<p>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.</p> <p>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:</p> <ul style="list-style-type: none"> (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. <p>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 15.4 [Application for Interim Payment Certificates].</p>

Contractor

Procuring Entity / Employer



Clause	Sub-Clause	Provision
10. Price Variation		
10.1 Price Variation due to changes in the prices of labour, materials, bitumen, petroleum, cement and steel		<p>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 18 months (both the conditions should be fulfilled), the price, of any materials/ bitumen/ diesel and petrol/ cement/ steel 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, 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 / other materials. 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 / other materials shall be calculated quarterly and cost of bitumen shall be calculated on monthly basis in accordance with the following formula:-</p>

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Clause	Sub-Clause Provision
	<p>(A) Labour</p> $V_L = 0.85 \times \frac{P_L}{100} \times R \times \frac{(IL_1 - IL_0)}{IL_0}$ <p>Where,</p> <p>V_L = Increase or decrease in the cost of Works during the quarter under consideration due to change in rates for labour.</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>IL_0 = The average consumer price index for industrial workers (whole-sale prices) for the quarter in which bids were opened as published in Reserve Bank of India Journal, for the Kochi area / as published by the Labour bureau, Government of India for the quarter under consideration on website www.labourbureau.gov.in for Ernakulam Centre, Kerala state.</p> <p>IL_1 = 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 Kochi area /as published by the Labour bureau, Government of India for the quarter under consideration on website www.labourbureau.gov.in for Ernakulam Centre, Kerala state</p> <p>P_L = Percentage of labour components indicated by the bidder in “Appendix to Bid- Schedule of Adjustment data”</p>

Contractor

Procuring Entity / Employer

Clause	Sub-Clause Provision
	<p>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) <u>Bitumen</u></p> $V_b = 0.85 \times \frac{P_b}{100} \times R \times \frac{(B_1 - B_0)}{B_0}$ <p>Where,</p> <p>V_b = 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>B₀ = 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 in Kochi</p> <p>B_i = The official retail price of bitumen of IOC depot at nearest center for the 15th day of the month under consideration in Kochi</p> <p>P_b = Percentage of bitumen components of the Works indicated by the bidder in “Appendix to Bid- Schedule of Adjustment data”</p>

Clause	Sub-Clause Provision
	<p>(C) <u>Fuel & Lubricants</u></p> $V_f = 0.85 \times \frac{P_f}{100} \times R \times \frac{(F_1 - F_0)}{F_0}$ <p>Where,</p> <p>V_f = 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_0 = The average wholesale price index of “High Speed Diesel (HSD)” as published by the Office of the Economic Adviser Government of India, Ministry of Commerce & Industry website www.eaindustry.nic.in for the quarter in which bids were opened</p> <p>F_i = The average whole sale price Index of “High Speed Diesel (HSD)” for the quarter under consideration as published by the Office of the Economic Adviser Government of India, Ministry of Commerce & Industry website www.eaindustry.nic.in for the quarter under consideration.</p> <p>P_f = Percentage of fuel and lubricants components indicated by the bidder in “Appendix to Bid- Schedule of Adjustment data”</p>

Clause	Sub-Clause Provision
	<p>(D) Cement</p> $V_c = 0.85 \times \frac{P_c}{100} \times R \times \frac{(C_1 - C_0)}{C_0}$ <p>Where,</p> <p>V_c = 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>C_0 = The average wholesale price index of “Ordinary Portland Cement” for the quarter in which bids were opened as published by the Office of the Economic Adviser Government of India, Ministry of Commerce & Industry website www.eaindustry.nic.in</p> <p>C_1 = The average whole sale price Index of “Ordinary Portland Cement” for the quarter under consideration as published by the Office of the Economic Adviser Government of India, Ministry of Commerce & Industry website www.eaindustry.nic.in</p> <p>P_c = Percentage of cement components indicated by the bidder in “Appendix to Bid- Schedule of Adjustment data”</p>

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Clause	Sub-Clause Provision
	<p>(E) Steel</p> $V_s = 0.85 \times \frac{P_s}{100} \times R \times \frac{(S_1 - S_0)}{S_0}$ <p>Where,</p> <p>V_s = Increase or decrease in the cost of Works during the quarter under consideration due to change in the rates of steel.</p> <p>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.</p> <p>S_0 = The average wholesale price index of “ Mild Steel- Long Products” for the quarter in which bids were opened as published by the Office of the Economic Adviser Government of India, Ministry of Commerce & Industry website www.eaindustry.nic.in</p> <p>S_1 = The average wholesale price Index of “ Mild Steel- Long Products” for the quarter under consideration as published by the Office of the Economic Adviser Government of India, Ministry of Commerce & Industry website www.eaindustry.nic.in</p> <p>P_s = Percentage of steel components indicated by the bidder in “Appendix to Bid- Schedule of Adjustment data”</p>

Contractor

Procuring Entity / Employer

Clause	Sub-Clause Provision
	<p>(F) <u>Other Materials (excluding materials supplied by the Procuring Entity).</u></p> $V_M = 0.85 \times \frac{P_M}{100} \times R \times \frac{(OM_1 - OM_0)}{OM_0}$ <p>Where,</p> <p>V_M = Increase or decrease in the cost of Works during the quarter under consideration due to change in rates for other materials.</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>OM_0 = The average wholesale price index of “all commodities” for the quarter in which bids were opened as published in Reserve Bank of India Journal/ as published by the Office of the Economic Adviser Government of India, Ministry of Commerce & Industry website www.eaindustry.nic.in</p> <p>OM_1 = The average wholesale price index of “all commodities” for the quarter under consideration as published in Reserve Bank of India Journal/ as published by the Office of the Economic Adviser Government of India, Ministry of Commerce & Industry website www.eaindustry.nic.in</p> <p>P_M = Percentage of other materials components indicated by the bidder in “Appendix to Bid- Schedule of Adjustment data”</p> <p>Note: Other materials includes all other materials other than Cement, Steel, Bitumen, Fuel and lubricants, bitumen</p>

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Clause	Sub-Clause	Provision
		<p>(G) <u>Plant & Machinery (excluding materials/ machineries supplied by the Procuring Entity).</u></p> <div style="border: 1px solid black; padding: 5px; margin: 10px 0;"> $V_M = 0.85 \times \frac{P_M}{100} \times R \times \frac{(PM_1 - PM_0)}{PM_0}$ </div> <p>Where,</p> <p>V_M = Increase or decrease in the cost of Works during the quarter under consideration due to change in rates for Plant & Machinery</p> <p>R = The value of the Works done in rupees during the quarter under consideration excluding the cost of materials / machinery supplied by the Procuring Entity and excluding other items as mentioned in this Sub-Clause.</p> <p>PM_0 = The average wholesale price index of “Manufacture of Machinery and Equipment” for the quarter in which bids were opened as published in Reserve Bank of India Journal/ as published by the Office of the Economic Adviser Government of India, Ministry of Commerce & Industry website www.eaindustry.nic.in</p> <p>PM_1 = The average wholesale price index of “Manufacture of Machinery and Equipment” for the quarter under consideration as published in Reserve Bank of India Journal/ as published by the Office of the Economic Adviser Government of India, Ministry of Commerce & Industry website www.eaindustry.nic.in</p> <p>P_M = Percentage of Plant & Machinery components indicated by the bidder in “Appendix to Bid- Schedule of Adjustment data”</p>

Contractor

Procuring Entity / Employer

Clause	Sub-Clause	Provision
10.2 General Conditions for admissibility of Price Variation		The General Conditions for admissibility of Price Variation are given in Contract Data .
11. Tests on Completion		
11.1 Contractor's Obligations		<p>The Contractor shall carry out the Tests on Completion in accordance with the BIS/ IRC/ MORT&H 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>



Clause	Sub-Clause	Provision
11.2 Delayed Tests		<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>
11.3 Retesting		<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>

Clause	Sub-Clause	Provision
11.4 Failure to Pass Tests on Completion		<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:</p> <ul style="list-style-type: none"> (i) Order further repetition of Tests on Completion under Sub-Clause 11.3 [Retesting], (ii) 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 (iii) Issue a Taking-Over Certificate, if the Procuring Entity so requires. <p>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 2.5 [Procuring Entity's Claims] and Sub-Clause 3.5 [Determinations].</p>



Clause	Sub-Clause	Provision
12. Taking over of the Works and Sections by Procuring Entity		
12.1 Taking over of works and Sections.		<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.</p> <p>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.</p> <p>The Engineer-in-charge shall, within 28 Days after receiving the Contractor's application:</p> <ul style="list-style-type: none"> (i) 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 (ii) reject the application, giving reasons and specifying

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	<p>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 that period.</p>
<p>12.2 Taking over of Parts of the Works</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. 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>

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	<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> <ul style="list-style-type: none"> (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>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 (liquidated damage)], and shall not affect the maximum amount of</p>

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Clause	Sub-Clause Provision
	these damages.
<p>12.3 Taking over if Tests on Completion suffer Interference</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> <ul style="list-style-type: none"> (a) 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 (b) payment of any such Cost, which shall be included in the Contract Price. <p>After receiving this notice, the Engineer-in-Charge shall proceed in accordance with Sub-Clause 3.5 [Determinations]</p>



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		to agree or determine these matters.
12.4 Surfaces Requiring Reinstatement		Except as otherwise stated in a Taking Over Certificate, a Certificate for a Section or part of the Works shall not be deemed to certify completion of any ground or other surfaces requiring reinstatement.
13. Defects Liability		
13.1 Defect Liability Period		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.
13.2		<p>The Defect Liability Period shall be 36 months from the date of Completion of the Facilities (or any part thereof) or 3 years from the date of Operational Acceptance of the Facilities (or any part thereof), whichever first occurs, unless specified otherwise in the Contract Data / Special Conditions of Contract (SCC). pursuant to GCC Sub-clause 13.10.</p> <p>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</p>

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		<p>to the Facilities arising out of or resulting from any of the following causes:</p> <ul style="list-style-type: none"> (a) improper operation or maintenance of the Facilities by the Employer, (b) operation of the Facilities outside specifications provided in the Contract, or (c) normal wear and tear.
<p>13.3</p>		<p>The Contractor’s obligations under this GCC Clause 27 shall not apply to:</p> <ul style="list-style-type: none"> (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; (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 (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 Sub-clause 13.7.

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<p>13.4 Defects Notification</p>		<p>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</p>		<p>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.</p> <p>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</p>		<p>If the repair, replacement or making good is of such a character that it may affect the efficiency of the Facilities or any shall be made by the Contractor immediately upon completion part thereof, the Employer may give to the Contractor a notice requiring that tests of the defective part of the Facilities of such remedial work, whereupon the Contractor shall carry out such tests.</p> <p>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>

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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.
13.8	Extension of Defect Liability Period	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.
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.

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13.10		<p>In addition, any such component of the Facilities and during the period of time as may be specified in the Special Conditions of Contract (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>13.11 Completion of Outstanding Work and Remedying Defects.</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"> (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 (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 / sections as the case may be. <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 fail to do so, action as per Sub-Clause 13.7 shall be taken.</p>

Clause	Sub-Clause	Provision
<p>13.12 Cost of Remediating Defects</p>		<p>All work referred to in Sub-Clause 13.11 [Completion of Outstanding Work and Remediating Defects] above 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"> (i) any design for which the Contractor is responsible, (ii) Plant, Materials or workmanship not being in accordance with the Contract, or (iii) Failure by the Contractor to comply with any other obligation. <p>The cost to be debited shall be arrived at as under:</p> <ul style="list-style-type: none"> (1) 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 A compensation of 15% , less (2) Credit the cost of materials, hire charges of Contractor’s plant and machinery if used in the remedial work. <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>



Clause	Sub-Clause	Provision
<p>13.13 Extension of Defects Notification Period</p>		<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 further by more than three 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 16.8 [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 three years after the Defects Notification Period for the Plant and / or Materials would otherwise have expired.</p>
<p>13.14 Contractor liable for Damages done and for Imperfections</p>		<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</p>

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		<p>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>
<p>13.15 Failure to remedy the defect</p>		<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> <p>(a) carry out the work himself or by others, in a reasonable manner and at the Contractor’s cost, but the Contractor shall have no responsibility for this work; and the Contractor shall subject to Sub-Clause 2.5 [Procuring Entity’s Claims] pay to the Procuring Entity the costs reasonably incurred by the Procuring Entity in remedying the Defect or damage;</p>

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		<p>(b) 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</p> <p>(c) 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. 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>
13.16	Removal of Defective Work	<p>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.</p>
13.17	Further Tests	<p>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.</p>

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		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 13.12 [Cost of Remedying Defects] , for the cost of the remedial work.
13.18 Contractor / Third Party Quality Inspection Agency to Search for the Cause of the Defect.		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 13.12 [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.
13.19 Performance Certificate		<p>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.</p> <p>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.</p>

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		Only the Performance Certificate shall be deemed to constitute acceptance of the Works.
13.20 Substantial Completion of Parts		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.
13.21 Unfulfilled Obligations		After the Performance Certificate has been issued, each Party shall remain liable for the fulfilment of any obligation which remains unperformed at that time. For the purposes of determining the nature and extent of unperformed obligations, the Contract shall be deemed to remain in force.
13.22 Right to Access		Until the Performance Certificate has been issued, the Contractor shall have such right of access to the Works as is reasonably required in order to comply with this Sub-Clause, except as may be inconsistent with the Procuring Entity's reasonable security restrictions.
13.23 Clearance of Site		Upon receiving the Performance Certificate, the Contractor shall remove any remaining Contractor's Equipment, surplus material, wreckage, rubbish and Temporary Works from the Site.

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		<p>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 disposal and restoring the Site.</p> <p>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>
<h2>14. Measurement and Evaluation.</h2>		
<p>14.1 Measurement of Work Done</p>		<p>The Works shall be measured, and valued for payment, in accordance with this Clause. The Contractor shall show in each application under Sub-Clauses 15.4 [Application for Interim Payment Certificates], 15.10 [Final Statement of Payments], and 15.8 [Application for Final Completion Certificate] the quantities and other particulars detailing the amounts which he considers to be entitled under the Contract.</p> <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"> (i) promptly either attend or send another qualified representative to assist the Engineer-in-charge in taking/ verifying the measurement, and (ii) Supply any particulars requested by the Engineer-in-

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		<p>charge for his satisfaction of the measurements.</p> <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> <p>Except as otherwise stated in the Contract, wherever any Permanent Works are to be measured from records, these shall be prepared by the Engineer-in-charge. The Contractor shall, as and when requested, attend to examine and agree the records with the Engineer-in-charge, and shall sign the same when agreed. If the Contractor does not attend, the records shall be accepted as accurate.</p> <p>If the Contractor examines and dis-agrees the records, and/or does not sign them as agreed, then the Contractor shall give notice to the Engineer-in-charge of the respects in which the records are asserted to be inaccurate. After receiving this notice, the Engineer-in-charge shall review the records and either confirms or varies them and certify the payment of the undisputed part. If the Contractor does not so give notice to the Engineer-in-charge within 14 days after being requested to examine the records, they shall be accepted as accurate.</p>
<p>14.2 Method of measurement.</p>	<p>14.2.1</p>	<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</p>

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		<p>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.</p> <p>The Contractor shall, without extra charge, provided all necessary assistance with labour and equipment necessary for measurements and recording levels.</p> <p>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</p>

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	14.2.3	<p>obtained of all works performed under the Contract.</p> <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.</p> <p>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 any general or local practice.</p> <p>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</p>

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	<p>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.</p> <p>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.</p> <p>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>

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Clause	Sub-Clause	Provision
<p>14.3 Omissions</p>		<p>Whenever the omission of any work forms part (or all) of a Variation, the value of which has not been agreed, if:</p> <ul style="list-style-type: none"> (a) 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; (b) the omission of the work will result (or has resulted) in this sum not forming part of the Contract Price; and (c) 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.

Clause	Sub-Clause	Provision
15. Contract Price, Payment and Lien		
15.1 Contract price		<p>Unless otherwise stated in the Particular Conditions:</p> <ul style="list-style-type: none"> (a) the Contract Price shall be agreed or determined and be subject to adjustments in accordance with the Contract; (b) 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; (c) any quantities which may be set out in the Bill of Quantities or other Schedule are estimated quantities and are not to be taken as the actual and correct quantities: <ul style="list-style-type: none"> (i) of the Works which the Contractor is required to execute, or (ii) for the purposes of Sub-Clause 14 [Measurement and Evaluation]; and (d) 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 if any. The Engineer-in-charge may take account of the breakdown when preparing Payment Certificates, but shall not be bound by it.



Clause	Sub-Clause	Provision
<p>15.2 Payment of Retention Money</p>		<p>When the Taking-Over Certificate has been issued for the Works, the first half of the Retention Money shall be certified by the Engineer for payment to the Contractor. If a Taking-Over Certificate is issued for a Section or part of the Works, a proportion of the Retention Money shall be certified and paid. This proportion shall be half (50%) of the proportion calculated by dividing the estimated contract value of the Section or part, by the estimated final Contract Price.</p> <p>Promptly after the latest of the expiry dates of the Defects Notification Periods, the outstanding balance of the Retention Money shall be certified by the Engineer for payment to the Contractor. If a Taking-Over Certificate was issued for a Section, a proportion of the second half of the Retention Money shall be certified and paid promptly after the expiry date of the Defects Notification Period for the Section. This proportion shall be half (50%) of the proportion calculated by dividing the estimated contract value of the Section by the estimated final Contract Price.</p> <p>However, if any work remains to be executed under Sub-Clause 11 [Defects Liability], the Engineer shall be entitled to withhold certification of the estimated cost of this work until it has been executed.</p> <p>When calculating these proportions, no account shall be taken of any adjustments under Sub-Clause 15.21 [Adjustments for Changes in Legislation] and Sub-Clause 10.1 [Adjustments for Changes in Cost].</p>

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	<p>Unless otherwise stated in the Special Conditions, when the Taking-Over Certificate has been issued for the Works and the first half of the Retention Money has been certified for payment by the Engineer, the Contractor shall be entitled to substitute a guarantee, in the form annexed to the Special Conditions or in another form approved by the Employer and provided by an entity approved by the Employer, for the second half of the Retention Money. The Contractor shall ensure that the guarantee is in the amounts and currencies of the second half of the Retention Money and is valid and enforceable until the Contractor has executed and completed the Works and remedied any defects, as specified for the Performance Security in Sub-Clause 4.3. On receipt by the Employer of the required guarantee, the Engineer shall certify and the Employer shall pay the second half of the Retention Money. The release of the second half of the Retention Money against a guarantee shall then be in lieu of the release under the second paragraph of this Sub-Clause. The Employer shall return the guarantee to the Contractor within 21 days after receiving a copy of the Performance Certificate.</p> <p>If the Performance Security required under Sub-Clause 4.3 is in the form of a demand guarantee, and the amount guaranteed under it when the Taking-Over Certificate is issued is more than half of the Retention Money, then the Retention Money guarantee will not be required. If the amount guaranteed under the Performance Security when the Taking-Over Certificate is issued is less than half of the Retention Money, the Retention Money guarantee will only be required for the difference between half of the Retention Money and the amount guaranteed under the Performance Security.</p>

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Procuring Entity / Employer



Clause	Sub-Clause	Provision
15.3 Schedule of Payments		<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>
15.4 Application for Interim Payment Certificates (Running Account Bills)		<p>The Contractor shall submit a Statement in six 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 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>The Statement shall include the following items, as applicable, which shall be expressed in the various currencies in which the Contract Price is payable, in the sequence listed:</p> <ul style="list-style-type: none"> (a) the estimated contract value of the Works executed and the Contractor's Documents produced up to the end of the month (including Variations but excluding items described in sub-paragraphs (b) to (g) below);

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	<p>(b) any amounts to be added and deducted for changes in legislation and changes in cost, in accordance with Sub-Clause 15.21 [Adjustments for Changes in Legislation] and Clause 10 [Price Variation] only if applicable;</p> <p>(c) any amount to be deducted for retention, calculated by applying the percentage of retention stated in the Contract Data to the total of the above amounts, until the amount so retained by the Employer reaches the limit of Retention Money (if any) stated in the Contract Data;</p> <p>(d) any amounts to be added for the advance payment and (if more than one instalment) and to be deducted for its repayments in accordance with Sub-Clause 15.15 [Advance Payment];</p> <p>(e) any other additions or deductions which may have become due under the Contract or otherwise, including those under Clause 21 [Claims, Disputes and Arbitration]; and</p> <p>(f) the deduction of amounts certified in all previous Payment Certificates.</p>
<p>15.5 Issue of Interim Payment Certificates</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</p>

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	<p>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.</p> <p>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.</p> <p>An Interim Payment Certificate shall not be withheld for any other reason, although:</p> <ul style="list-style-type: none"> (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. <p>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>

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Clause	Sub-Clause	Provision
15.6 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	<p>The rates for certain items of works may be paid in part rates provisionally in running bills in proportion to the quantum of items executed as per specifications as indicated in Contract Data. The deferred payment, will however, be released after the successful completion of the item of work.</p> <p>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 after completion of work and remedying of defects therein (ie. at the end of defects liability period) unless otherwise specified in Contract Data.</p>

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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.

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15.7 Payment on Intermediate Certificate to be regarded as Advances		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.
15.8 Application for issue of final completion certificate		The Contractor shall apply to the Engineer-in-Charge for issue of the Final 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.
15.9 Issue of final completion certificate		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

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	<p>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.</p>
<p>15.10 Final Statement of payments</p>	<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</p> <ul style="list-style-type: none"> (a) the value of all work done in accordance with the Contract up, and (b) any further sums which the Contractor considers to be due to him under the Contract or otherwise. <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-</p>

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		<p>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>
<p>15.11 Discharge</p>		<p>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.</p>
<p>15.12 Payment of Final Bill</p>		<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 (only if applicable) 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>

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		<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 & Equipment lent on hire by the Procuring Entity, dismantled Materials, etc.</p>
<p>15.13 Recovery of cost of preparation of the bill</p>		<p>In case the Contractor does not submit the bill within the time fixed, the Engineer- 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>

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15.14 Payment of Contractor's Bills to Banks		<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</p> <ul style="list-style-type: none"> (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 (iv) 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. <p>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>Kerala</i>.</p>
15.15 Advance Payments		<p>If provided in the Contract Data /Special Conditions of Contract (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</p>

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	<p>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 / Contract Data, 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> <ul style="list-style-type: none"> (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 (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

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	<p>payment has been repaid; provided that the advance payment shall be completely repaid prior to the time when 80 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>
<p>15.16 Secured Advance on Non-Perishable Materials</p>	<p>If the provision of “Secured advance on Non-perishable materials” is not stated in the Contract Data /Special Conditions of Contract (SCC), this Sub-Clause shall not apply.</p> <p>If “Secured advance on Non-perishable materials” is included in the Contract Data /Special Conditions of Contract (SCC), following provisions shall apply.</p> <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, 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</p>

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		<p>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>15.17 Ensuring Payment and Amenities to Workers if Contractor fails to pay</p>		<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</p>

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		<p>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>15.18 Withholding and lien in respect of sums due from Contractor</p>		<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. company, the Engineer-in-Charge or the Government shall be entitled to withhold and also have a</p>

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		<p>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 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>
<p>15.19 Lien in respect of claims in other Contracts</p>		<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</p>

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		<p>Contract made by the Contractor with the Engineer-in-Charge or the Government or with such person or persons.</p> <p>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>
<p>15.20 Levy or Taxes payable by Contractor</p>		<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</p>

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		<p>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/GST will be paid by the Contractor himself</p>
<p>15.21 Adjustments for changes in Legislation</p>		<p>The Contract Price shall be adjusted to take account of any increase or decrease in Cost resulting from a change in the Laws of the Country (including the introduction of new Laws and the repeal or modification of existing Laws) or in the judicial or official governmental interpretation of such Laws, made after the Base Date, which affect the Contractor in the performance of obligations under the Contract.</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>

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	<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>15.22 Pre Check and Post Check of Bills</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>

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Clause	Sub-Clause	Provision
16. Termination of Contract by Procuring Entity		
<p>16.1 Termination by Procuring Entity</p> <p>Termination for Employer's Convenience</p>	<p>16.1 Termination for Employer's Convenience</p> <p>16.1.1</p> <p>16.1.2</p>	<p>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 Sub-clause 16.1.</p> <p>Upon receipt of the notice of termination under GCC Sub-clause 16.1.1, the Contractor shall, either immediately or upon the date specified in the notice of termination,</p> <ul style="list-style-type: none"> (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; (b) terminate all subcontracts, except those to be assigned to the Employer pursuant to paragraph (d) (ii) below; (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 (d) subject to the payment specified in GCC Sub-clause 16.1.3,

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	16.1.3	<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>In the event of termination of the Contract under GCC Subclause 16.1.1, the Employer shall pay to the Contractor the following amounts:</p> <p>(a) the Contract Price, properly attributable to the parts of the Facilities executed by the Contractor as of the date of termination;</p> <p>(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;</p>

Contractor

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	<p>(c) any amounts to be paid by the Contractor to its Subcontractors in connection with the termination of any subcontracts, including any cancellation charges;</p> <p>(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 Sub-clause 16.1.2; and</p> <p>(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. 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 style="padding-left: 40px;">(i) 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</p>

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MISSION TRANSFORMATION

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Clause	Sub-Clause Provision
	<p>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. If the Contractor a company shall pass a resolution or the Court shall make an order that the company shall be wound up or if being 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>(ii) 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>(iii) 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</p>

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Clause	Sub-Clause Provision
	<p>behalf by the Engineer-in-Charge.</p> <p>(iv) 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>(v) If the Contractor sublets the Works or a part of Works without specific permission of the Procuring Entity/ Engineer-in-charge.</p> <p>(vi) 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 Days, whichever is earlier.</p> <p>When the Contractor has made himself liable for action under any of the cases aforesaid, the Engineer-in-Charge on behalf of the Procuring Entity shall have the powers:</p> <p>(a) To determine or rescind the Contract as aforesaid (of which a 28 days termination or rescission notice in writing to the Contractor under the hand of Engineer-in-Charge shall be conclusive evidence). Upon such determination or rescission the Bid Security and Performance Security under the Contract shall be liable to be forfeited and shall be absolutely at the disposal</p>

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Clause	Sub-Clause Provision
	<p>of the Procuring Entity.</p> <p>(b) To employ labour paid by the Procuring Entity and to supply materials to carry out the Works or any part of the Works, debiting the Contractor with the cost of the labour and the price of the materials (of the amount of which cost and price certified by the Engineer-in-charge shall be final and conclusive against the Contractor) and crediting him with the value of the work done in all respects in the same manner and at the same rates, as if it has been carried out by the Contractor under the terms of this Contract. The certificate of the Engineer-in-Charge, as to the value of the work done, shall be final and conclusive evidence against the Contractor provided always that action under the sub Sub-Clause shall only be taken after giving notice in writing to the Contractor. Provided also that if the expenses incurred by the Procuring Entity are less than the amount payable to the Contractor at his agreement rates, the difference shall not be paid to the Contractor.</p> <p>(c) After giving notice specifying the date and time to the Contractor to measure up the acceptable (executed as per design, drawings and specifications) work of the Contractor at Site and to take such part thereof, as shall be unacceptable out of his hands and to give it to another contractor to complete, in which case any expenses which may be incurred in excess of the sum which would have been paid to the original Contractor, if the whole work had been executed by him (of the</p>

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	<p>amount of which excess, the certificate in writing of the Engineer-in-charge shall be final and conclusive) shall be borne and paid by the original Contractor and may be deducted from any money due to him by the Procuring Entity under this Contract or any other account, whatsoever, or from his Bid Security, Performance Security or the Enlistment Security or the proceeds of sale thereof, or a sufficient part thereof as the case may be.</p> <p>In the event of any one or more of the above courses being adopted by the Engineer-in-charge the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any engagements or made any advances on account or with a view to the execution of the Works or the performance of the Contract.</p> <p>In case action is taken under any of the aforesaid provisions, the Contractor shall not be entitled to recover or be paid any sum for any work thereof or actually performed under this Contract unless and until the Engineer-in-charge has certified in writing the performance of such work and value payable in respect thereof and he shall only be entitled to be paid the value so certified.</p>
<p>16.2 Contractor liable to pay compensation even if action not</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</p>

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<p>taken under Sub-Clause 16.1 above</p>		<p>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 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.</p>

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Clause	Sub-Clause Provision
<p>16.3 Valuation at the date of termination:</p>	<p>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.</p>
<p>16.4 Payment after Termination</p>	<p>After a notice of termination under Sub-Clause 16.1 has taken effect, the Procuring Entity may:</p> <ul style="list-style-type: none"> (a) proceed in accordance with Sub-Clause 2.5 [Procuring Entity’s Claims], (b) withhold further payments to the Contractor until the Costs of execution, completion and remedying of any Defects, damages for delay in completion (if any), and all other Costs incurred by the Procuring Entity, have been established, and (c) 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.



Clause	Sub-Clause	Provision
<p>16.5 Procuring Entity's Entitlement to Termination for Convenience</p>		<p>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>
<p>16.6 Corrupt, Fraudulent, Collusive or Coercive Practices</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</p>

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		<p>practices, in competing for or in executing the Contract, then the Procuring Entity may, after giving 14 Days notice to the Contractor:</p> <ul style="list-style-type: none"> (a) terminate the Contract and expel him from the Site, (b) forfeit or encash performance security and any other security or bond relating to this Contract, (c) recover the payments made under the Contract along with interest thereon at bank rate, (d) 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. <p>For the purposes of this Sub-Clause:</p> <p>“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;</p> <p>“fraudulent practice” means a misrepresentation or omission of facts in order to influence a procurement process or the execution of the Contract;</p> <p>“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</p>

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		<p>prices at artificial, non-competitive levels;</p> <p>“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.</p> <p>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>
16.7 Termination of Contract on death of Contractor		<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>
16.8 Termination for Contractor’s Default	17.1.1	<p>16.8 Termination for Contractor’s Default</p> <p>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 16.8:</p> <p>(a) if the Contractor becomes bankrupt or insolvent, has a receiving order issued against it, compounds with its</p>

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		<p>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;</p> <p>(b) if the Contractor assigns or transfers the Contract or any right or interest therein in violation of the provision of GCC Clause 21.2; and</p> <p>(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.</p> <p>17.1.2 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</p>

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		<p>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;</p> <p>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 16.8.</p> <p>17.1.3 Upon receipt of the notice of termination under GCC Subclauses 16.8.1 or 16.8.2, the Contractor shall, either immediately or upon such date as is specified in the notice of termination,</p> <ul style="list-style-type: none"> (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; (b) terminate all subcontracts, except those to be assigned to the Employer pursuant to paragraph (d) below; (c) deliver to the Employer the parts of the Facilities executed by the Contractor up to the date of

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	17.1.4	<p>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>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.</p> <p>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</p>

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	17.1.5	<p>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>Subject to GCC Sub-clause 16.8.6, the Contractor shall be entitled to be 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 16.8.3. 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>

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	17.1.6	<p>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 16.8.5, 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 16.8.5, the Contractor shall pay the balance to the Employer, and if such excess is less than the sums due the Contractor under GCC Subclause 16.8.5, 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>
17. SUSPENSION OF WORKS AND TERMINATION BY THE CONTRACTOR		
17.1 Termination by Contractor		17.1 Deleted
	17.2.1	<p>17.2.1</p> <p>If</p> <p>(a) Witout valid reasons, 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</p>

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	<p>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 Sub-clause 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, 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</p>

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		<p>to this GCC Subclause 17.2.1, forthwith terminate the Contract.</p> <p>17.2.2 17.2.2</p> <p>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 Sub-clauses 17.2.1 or 17.2.2, then the Contractor shall immediately</p> <ul style="list-style-type: none"> (a) cease all further work, except for such work as may be necessary for the purpose of protecting that part of the Facilities already executed, or any work required to leave the Site in a clean and safe condition; (b) terminate all subcontracts, except those to be assigned to the Employer pursuant to paragraph (d) (ii); (c) remove all Contractor’s Equipment from the Site and repatriate the Contractor’s and its Subcontractors’ personnel from the Site; and

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	<p>(d) subject to the payment specified in GCC Subclause 17.2.4,</p> <ul style="list-style-type: none"> (i) deliver to the Employer the parts of the Facilities executed by the Contractor up to the date of termination; (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 (iii) 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>17.2.4 If the Contract is terminated under GCC Sub-clauses 17.2.1 or 17.2.2, the Employer shall pay to the Contractor all payments specified in GCC Sub-clause 16, and reasonable compensation for all loss, except for loss of profit, or damage sustained by the Contractor arising out of, in connection with or in consequence of such termination.</p> <p>17.2.5 Termination by the Contractor pursuant to this GCC Sub-clause 17.2 is without prejudice to any other rights or remedies of the Contractor that may be exercised in lieu of</p>

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<p>Contractor’s Entitlement to suspend work</p>		<p>or in addition to rights conferred by GCC Subclause 17.2</p> <p>If the Engineer-in-charge fails to certify an Interim Payment Certificate in accordance with Sub-Clause 15.5 [Issue of Interim Payment Certificates] or fails to make a payment of an Interim Payment Certificate within time period specified in accordance with Sub-Clause 15.6 [Payment of an Interim Payment Certificate], the Contractor may, after giving not less than 21 Days’ notice to the Procuring Entity, suspend work (or reduce the rate of progress of work) unless and until the Contractor has received the Payment Certificate or payment, as the case may be as described in the notice.</p> <p>If the Contractor subsequently receives such Payment Certificate or payment (as described in the relevant Sub-Clause and in the above notice) before giving a notice of termination, the Contractor shall resume normal working as soon as is reasonably practicable.</p> <p>If the Contractor suffers delay and/ or incurs Cost as a result of suspending the Works (or reducing the rate of progress of the Works) in accordance with this Sub- Clause, 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"> (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 payment of any such Cost, which shall be included in the Contract Price. (ii) After receiving this notice, the Engineer-in-charge shall

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	<p>proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters.</p>
<p>17.2 Termination by Contractor</p>	<p>The Contractor shall be entitled to terminate the Contract if:</p> <ul style="list-style-type: none"> (i) the Contractor does not receive the amount due under an Interim Payment 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 (ii) 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 (iii) a prolonged suspension affects the whole of the Works as described in Sub-Clause 8.13 [Prolonged Suspension]), or (iv) the Employer becomes bankrupt or insolvent, goes into liquidation, has a receiving or administration order made against him, compounds with his creditors, or carries on business under a receiver, trustee or manager for the benefit of his creditors, or if any act is done or event occurs which (under applicable Laws) has a similar effect to any of these acts or events.

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	<p>(v) 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> <p>The Contractor’s election to terminate the Contract shall not prejudice any other rights of the Contractor, under the Contract or otherwise.</p>
<p>17.3 Cessation of Work and Removal of Contractor’s Equipment</p>	<p>After a notice of termination under Sub-Clause 16.1 [Termination of Contract by Procuring Entity], Sub-Clause 17.2 & 17.3 [Termination by Contractor] or Sub-Clause 19.6. [Optional Termination, Payment and Release] has taken effect, the Contractor shall promptly:</p> <ul style="list-style-type: none"> (i) 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, (ii) hand over Contractor’s Documents, as built drawings, Plant, Materials and other work, for which the Contractor has received payment, and (iii) remove all other Goods from the Site, except as necessary for safety, and leave the Site.

Contractor

Procuring Entity / Employer



Clause	Sub-Clause Provision
<p>17.4 Payment on Termination</p>	<p>After a notice of termination under Sub-Clause 17.2 & 17.3 [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>
<p>18. Risk and responsibilities</p>	
<p>18.1 Indemnities</p>	<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> <ul style="list-style-type: none"> (i) 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 (ii) 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

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	<p>Procuring Entity, the Procuring Entity’s Personnel, their respective agents, or anyone directly or indirectly employed by any of them.</p>
<p>18.2 Contractor’s Care of the Works</p>	<p>18.2.1 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] 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 is so deemed to be issued) for any Section or part of the Works, responsibility for the care of the Section or part (excluding defects liability) 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.</p> <p>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</p>

Contractor

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		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.
	18.2.2	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>18.3 Procuring Entity's Risks.</p>		<p>The risks referred to in Sub-Clause 18.4 [Consequences of Procuring Entity's Risks] below, in so far as they directly affect the execution of the Works, are:</p> <ul style="list-style-type: none"> (i) war, hostilities (whether war be declared or not), invasion, act of foreign enemies, (ii) rebellion, terrorism, sabotage by persons other than the Contractor's Personnel, revolution, insurrection, military or usurped power, or civil war, within the Country, (iii) riot, commotion or disorder within the Country by persons other than the Contractor's Personnel, (iv) 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,

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Clause	Sub-Clause Provision
	<ul style="list-style-type: none"> (v) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds, (vi) use or occupation by the Procuring Entity of any part of the Permanent Works, except as may be specified in the Contract, (vii) design of any part of the Works by the Procuring Entity's Personnel or by others for whom the Procuring Entity is responsible, and (viii) 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>18.4 Consequences of Procuring Entity's Risks</p>	<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> <ul style="list-style-type: none"> (i) 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

Clause	Sub-Clause Provision
	<p>(ii) 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 Sub-Clause 3.5 [Determinations] to agree or determine these matters.</p>
<p>18.5 Intellectual and Industrial Property Rights</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>

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		<p>The Procuring Entity shall indemnify and hold the Contractor harmless against and from any claim alleging an infringement which is or was:</p> <ul style="list-style-type: none">(a) an unavoidable result of the Contractor’s compliance with the Contract, or(b) a result of any Works being used by the Procuring Entity:<ul style="list-style-type: none">(i) for a purpose other than that indicated by, or reasonably to be inferred from, the Contract, or(ii) 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>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>

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Procuring Entity / Employer



Clause	Sub-Clause Provision
18.6 Use of Procuring Entity's Accommodation / Facilities	<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>
<h2>19. Force Majeure</h2>	
19.1 Definition of Force Majeure	<p>“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,</p> <p>“Force Majeure” is an exceptional event or circumstance:</p> <ul style="list-style-type: none"> (i) which is beyond a Party's control, (ii) which such Party could not reasonably have provided against before entering into the Contract, (iii) which, having arisen, such Party could not

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	<p>reasonably have avoided or overcome, and</p> <p>(iv) which is not substantially attributable to the other Party.</p> <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, or war like operations whether a state of war be declared or not, invasion, act of foreign enemy and civil war;</p> <p>(b) rebellion, revolution, insurrection, mutiny, usurpation of civil or military government, conspiracy, riot, civil commotion, and terrorist acts;</p> <p>(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;</p> <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</p>

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		<p>disaster; and</p> <p>(f) shortage of labor, materials, or utilities where caused by circumstances that are themselves Force Majeure.</p>
19.2 Notice of Force Majeure		<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>
19.3 Response to Force Majeure Notice		<p>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 8.6.</p>
19.4 Duty to Minimize Delay		<p>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>

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		A Party shall give notice to the other Party when it ceases to be affected by the Force Majeure.
19.5 Force Majeure event		<p>No delay or non-performance 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>
19.6 Consequences of Force Majeure		<p>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 Sub-clause 37.5.</p> <p>Also in the event If under Sub-Clause 19.2 [Notice of Force Majeure], notice of Force Majeure issued and Contractor 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</p>

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		<p>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 20.5.1 [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>
19.7 Force Majeure leading to Termination		In the event of termination pursuant to GCC Sub-clause 19.6 , the rights and obligations of the Employer and the Contractor shall be as specified in GCC Clause 16
19.8 Non-applicability of Force Majeure		Notwithstanding GCC Sub-clause 19.5 , Force Majeure shall not apply to any obligation of the Employer to make payments to the Contractor herein.
19.9 Force Majeure Affecting Subcontractor		If any Subcontractor is entitled under any Contract or agreement relating to the Works to relief from force majeure on terms additional to or broader than those specified in this Sub-Clause, such additional or broader force majeure events

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	<p>or circumstances shall not excuse the Contractor’s non-performance or entitle him to relief under this Sub-Clause.</p>
<p>19.10 Optional Termination, Payment and Release</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"> (a) the amounts payable for any acceptable work carried out for which a price is stated in the Contract; (b) the Cost of Plant and Materials ordered for the Works which have been delivered to the Contractor, or of which the Contractor is liable to accept delivery: this Plant and Materials shall become the property of (and be at the risk of) the Procuring Entity when paid for by the Procuring Entity, and the Contractor shall place the same at the Procuring Entity’s disposal; (c) other Costs or liabilities which in the circumstances were reasonably and necessarily incurred by the

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	<p>Contractor in the expectation of completing the Works;</p> <p>(d) the Cost of removal of Temporary Works and Contractor’s Equipment from the Site.</p> <p>(e) the Cost of repatriation of the Contractor’s staff and labour employed wholly in connection with the Works at the date of termination.</p>
<p>19.11 Release from Performance</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:</p> <p>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</p> <p>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>

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Clause	Sub-Clause	Provision
20. General requirements of Insurance		
<p>20.1 General Requirements for Insurance</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,</p> <ul style="list-style-type: none"> (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 receive

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	<p>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> <ul style="list-style-type: none"> (a) evidence that the insurances described in this Sub-Clause have been effected, and (b) copies of the policies for the insurances described in Sub-Clause 20.6 [Insurance for Works and Contractor’s Equipment] and Sub-Clause 20.3 [Insurance against Injury to Persons and Damage to Property]. (c) 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>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</p>

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	<p>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</p>

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		<p>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>
20.2 Cargo Insurance		<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>
20.3 Installation All Risks Insurance		<p>Covering physical loss or damage to the Facilities at the Site, occurring prior to completion of the Facilities, with 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>
20.4 Third Party Liability Insurance		<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>
(A) Insurance against Injury to Persons and Damage to Property:		<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</p>

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	<p>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> <ul style="list-style-type: none"> (a) shall be effected and maintained by the Contractor as insuring Party, (b) shall be in the joint names of the Parties, (c) shall be extended to cover liability for all loss and damage to the 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 (d) may however exclude liability to the extent that it arises from: <ul style="list-style-type: none"> (i) 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

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<p>Insurance for Contractor's Personnel</p>	<p>Works,</p> <p>(ii) 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</p>

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		Subcontractor, but the Contractor shall be responsible for compliance with this Sub-Clause.
20.5 Automobile Liability Insurance		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.
Workers' Compensation		In accordance with the statutory requirements applicable in any country where the Facilities or any part thereof is executed.
Employer's Liability		In accordance with the statutory requirements applicable in any country where the Facilities or any part thereof is executed.
20.6 Other Insurance		The Contractor is also required to take out and maintain at its own cost the following types of insurance:
Insurance for Works and Contractor's Equipment		Insurance for Works and Contractor's Equipment
	20.6.1	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

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		<p>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> <ul style="list-style-type: none"> (a) shall be effected and maintained by the Contractor as insuring Party, (b) 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, (c) 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], (d) shall also cover, to the extent specifically required in the Contract Data, loss or damage to a part of the

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Clause	Sub-Clause Provision
	<p>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 with deductibles per occurrence of not more than the amount stated in the Contract Data (if an amount is not so stated, this sated in the Contract Data (if an amount is not so stated, this sub-paragraph (d) shall not apply), and</p> <p>(e) may however exclude loss of, damage to, and reinstatement of:</p> <ul style="list-style-type: none"> (i) 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 sub-paragraph (ii) below), (ii) 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 (iii) 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

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Clause	Sub-Clause	Provision
		loss or damage.
	20.6.2	Any other such item mentioned in Contract Data / Special Conditions of Contract (SCC) . of this bid document
21. Claims, disputes and Arbitration		
21.1 Recovery	21.1.1	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.
	21.1.2	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 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.



Clause	Sub-Clause	Provision
<p>21.2 Contractor's Claims</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</p>

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Clause	Sub-Clause Provision
	<p>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"> (a) this fully detailed claim shall be considered as interim; (b) 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 (c) 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. <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</p>

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Clause	Sub-Clause	Provision
		<p>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>
21.3 Dispute Resolution	21.3.1	The procedure of reference of disputes to the Dispute Resolution Board and its functioning shall be as per Appendix- Dispute Resolution.
	21.3.2	The disputes which remain unresolved by the Dispute Resolution Board may be referred by either Party to Arbitration.
22. Installation		
22.1 Setting Out/ Supervision of the facilities	22.1.1	<u>Benchmark</u>
		<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</p>

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<p>Contractor's Supervision</p>	<p>22.1.2</p>	<p>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 at their discretion.</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</p>	<p><u>Engagement of Staff and Labor</u></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>

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		<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 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>
Persons in the Service of Employer	22.2.2	The Contractor shall not recruit, or attempt to recruit, staff and labor from amongst the Employer's Personnel.
Labor Laws	22.2.3	(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

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<p>Rates of Wages and Conditions of Labor</p>	<p>22.2.4</p>	<p>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>(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</p>

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Working Hours	22.2.5	<p>deductions thereof as may be imposed on him by such Laws.</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 Contract Data / Special Conditions of Contract (SCC)., unless</p> <ul style="list-style-type: none"> (i) otherwise stated in the Contract; (ii) the EIC 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 EIC. <p>(b)</p>
Facilities for Staff and Labor	22.2.6	<p>(a) Except as otherwise stated in the Specification, the Contractor shall provide and maintain all necessary accommodation and welfare facilities for the Contractor’s Personnel. The Contractor shall also provide facilities for the Employer’s Personnel as stated in the Specification.</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>

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Clause	Sub-Clause	Provision
Health and Safety	22.2.7	<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>

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Clause	Sub-Clause	Provision
Records of Contractor's Personnel	22.2.8	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.
Supply of Foodstuff	22.2.9	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.
Supply of Water	22.2.10	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.
Measures against Insect and Pest Nuisance	22.2.11	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	22.2.12	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

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		Contractor's Personnel.
Arms and Ammunition	22.2.13	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.
Prohibition of All Forms of Forced or Compulsory Labor	22.2.14	The contractor shall not employ " forced or compulsory labor " in any form. "Forced or compulsory labor" consists of all work or service, not voluntarily performed, that is extracted from an individual under threat of force or penalty.
Prohibition of Harmful Child Labor	22.2.15	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
22.3 Contractor's Equipment-deployment	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.
	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.

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	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.
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.
22.5 Opportunities for Other Contractors	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.
	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

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	<p>22.5.3</p> <p>22.5.4</p>	<p>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>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>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>		<p>If, by reason of an emergency arising in connection with and during the execution of the Contract, any protective or remedial work is necessary as a matter of urgency to prevent damage to the Facilities, the Contractor shall immediately carry out such work.</p> <p>If the Contractor is unable or unwilling to do such work immediately, the Employer may do or cause such work to be done as the Employer may determine is necessary in order to prevent damage to the Facilities. In such event the Employer</p>

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		<p>shall, as soon as practicable after the occurrence of any such emergency, notify the Contractor in writing of such emergency, the work done and the reasons therefor.</p> <p>If the work done or caused to be done by the Employer is work that the Contractor was liable to do at its own expense under the Contract, the reasonable costs incurred by the Employer in connection therewith shall be paid by the Contractor to the Employer. Otherwise, the cost of such remedial work shall be borne by the Employer.</p>
<p>22.7 Site Clearance</p> <p>Site Clearance in Course of Performance</p> <p>Clearance of Site after Completion</p>	<p>22.7.1</p> <p>22.7.2</p>	<p>In the course of carrying out the Contract, the Contractor shall keep the Site reasonably free from all unnecessary obstruction, store, or remove any surplus materials, clear away any wreckage, rubbish, or temporary works from the Site, and remove any Contractor’s Equipment no longer required for execution of the Contract.</p> <p>After Completion of all parts of the Facilities, the Contractor shall clear away and remove all wreckage, rubbish, and debris of any kind from the Site, and shall leave the Site and Facilities in a clean and safe condition</p>

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22.8 Watching and Lighting		The Contractor shall provide and maintain at its own expense all lighting, fencing, and watching when and where necessary for the proper execution and the protection of the Facilities, or for the safety of the owners and occupiers of adjacent property and for the safety of the public.
23. Inspection & Testing		
23.1 Inspection & Testing		For Inspection and Testing, the requirements detailed in Sub Clauses 2.6 [Quality Control Measures], 4.9 [Quality Assurance], 7.3 [Inspection], 7.8 [Materials Supplied by the Contractor], 7.9 [Testing], 8.15 [Work to be executed strictly as per specifications], 11.3 [Retesting] and any other relevant clauses of this GCC shall apply.
24. Completion of Facilities		
24.1 Notification of completion		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.
24.2 Pre commissioning		For Pre-Commissioning, Contractor shall 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.

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24.3 Notification of Pre commissioning		As soon as reasonably practicable after the operating personnel have been supplied (if included under the Contract) and the raw materials, utilities, lubricants, chemicals, catalysts, facilities, services, and other matters have been provided 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 .
24.4 Notification of commissioning		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
24.5 Notification of completion or defect		<p>The EIC shall, within 14 days after receipt of the Contractor’s notice under GCC Sub-clause 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 Sub-clause 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 Sub-clause 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</p>

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		<p>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>If the EIC fails to issue the Completion Certificate and fails to inform the Contractor of any defects and/or deficiencies within 28 days after receipt of the Contractor’s notice under GCC Subclause 24.4 or within further 7 days after receipt of the Contractor’s repeated notice under GCC Subclause 24.5, 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, as the case may be.</p> <p>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>Upon Completion, the Employer shall be responsible for the care and custody of the Facilities or the relevant part thereof, and shall thereafter take over the Facilities or the relevant part thereof.</p>

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Clause	Sub-Clause	Provision
25. Commissioning and Operational Acceptance		
25.1 Commissioning	25.1.1	Commissioning of the Facilities or any part thereof shall be commenced by the Contractor immediately after completion of work under GCC Sub-clause 24.6 .
	25.1.2	The Contractor shall supply the operating personnel and all raw materials, utilities, lubricants, chemicals, catalysts, facilities, services, and other matters required for Commissioning if any.
	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.
25.2 Guarantee Test	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 Section V of 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.

Clause	Sub-Clause	Provision
<p>25.3 Operational Acceptance</p>	<p>25.2.2</p>	<p>If the Guarantee Test of the Facilities or the relevant part thereof not completed successfully within the period from the date of Completion specified in the Special Conditions of Contract (SCC) or any other period agreed upon by the Employer and the Contractor, the Contractor shall be deemed to repeat the same to comply with respect to the Functional Guarantees..</p>
	<p>25.3.1</p>	<p>Subject to GCC Subclause 25.4 below, Operational Acceptance shall occur in respect of the Facilities or any part thereof when</p> <ul style="list-style-type: none"> (a) the Guarantee Test has been successfully completed and the Functional Guarantees are met; or (b) the Guarantee Test has not been successfully completed or (c) any minor items mentioned in GCC Subclause 24.7 hereof relevant to the Facilities or that part thereof have been completed.
	<p>25.3.2</p>	<p>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 respect of the Facilities or the part thereof specified in such notice as of the date of such notice.</p>

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	25.3.3	The EIC shall, after consultation with the Employer, and within 14 days after receipt of the Contractor’s notice, issue an Operational Acceptance Certificate.
	25.3.4	If within 60 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.
25.4 Partial Acceptance	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.
	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.

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<p>25.5 Delayed Pre-Commissioning and/or Guarantee Test</p>	<p>25.5.1</p> <p>25.5.2</p>	<p>In the event that the Contractor is unable to proceed with the Pre-commissioning of the Facilities pursuant to Sub-clause 24.3, or with the Guarantee Test pursuant to Sub-clause 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 Sub-clause 24.6, and Operational Acceptance, pursuant to GCC Sub-clause 25.3.4, and Contractor’s obligations regarding Defect Liability Period, pursuant to GCC Sub-clause 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>When the Contractor is notified by the EIC that he will be unable to proceed with the activities and obligations pursuant to above Sub-clause 25.5.1, the Contractor shall be entitled to the following:</p> <ul style="list-style-type: none"> (a) the Time of Completion shall be extended for the period of suspension without imposition of liquidated damages pursuant to GCC Sub-clause 8.9; (b) payments due to the Contractor in accordance with the provision specified in Terms and Procedures of Payment of the Contract Agreement, which would not have been payable in normal circumstances due to noncompletion of the subject activities, shall be

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		<p>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 Sub-clause 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 Sub-clause 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 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 / executed system / infrastructure is ready for Pre-commissioning, the Contractor shall proceed without delay in performing all the specified activities and obligations under the contract.</p>

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26. Completion Time Guarantee		
<p>26.1 Completion Time Guarantee</p>		<p>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 Contract Data /Special Conditions of Contract (SCC) pursuant to GCC Subclause 8.4, or within such extended time to which the Contractor shall be entitled under GCC Clause 39 hereof.</p>
<p>26.2 Non-compliance of Time guarantee</p>		<p>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 Contract Data / Special Conditions of Contract (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 Contract Data / Special Conditions of Contract (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 Sub-clause 17.</p> <p>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 8.6. The Contractor shall have no further liability whatsoever to the Employer in</p>

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		<p>respect thereof.</p> <p>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.</p> <p>For liquidated damages payable under the 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 Time Schedule of 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 Attainment of Completion before the Time for Completion</p>		<p>If the Contractor attains Completion of the Facilities or any part thereof before the Time for Completion or any extension thereof under GCC Clause 39, only if specified in Contract Data /Special Conditions of Contract (SCC), the Employer shall pay to the Contractor a bonus in the amount specified in the Contract Data /Special Conditions of Contract (SCC). The aggregate amount of such bonus shall in no event exceed the amount specified as “Maximum” in the SCC.</p>

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27. Functional Guarantees		
27.1 Functional Guarantees		The Contractor guarantees that during the Guarantee Test, the Facilities and all parts thereof shall attain the Functional Guarantees specified in the Section V Works requirements of the Contract Agreement, subject to, and upon the conditions therein specified.
27.2 Non-compliance to Functional Guarantees		If, for reasons attributable to the Contractor, the minimum level of the Functional Guarantees specified in the Section V Works requirements 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 / infrastructure / executed system 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 16.8
27.3		If, for reasons attributable to the Contractor, the Functional Guarantees specified in the Section V Works requirements 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 Section V to the Contract Agreement is met, the Contractor shall, at the Contractor’s option, either



Clause	Sub-Clause	Provision
		<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 Section V Works requirements to the Contract Agreement.</p>
27.4		The payment of liquidated damages under GCC Subclause 27.3 , up to the limitation of liability specified in Section V Works requirements to the Contract Agreement, shall completely satisfy the Contractor’s guarantees under GCC Sub-clause 28.3 , and the Contractor shall have no further liability whatsoever to the Employer in respect thereof.
28. Patent Indemnity		
28.1 Patent Indemnity		The Contractor shall, subject to the Employer’s compliance with GCC Sub-clause 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

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		<p>the Contract by reason of</p> <ul style="list-style-type: none"> (i) the installation of the Facilities by the Contractor or the use of the Facilities in the country where the Site is located, and (ii) 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>28.2 Procedures of indemnity</p>		<p>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.</p> <p>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</p>

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	<p>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 Employer’s compliance</p>	<p>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>29. Limitation of Liability</p>	
<p>29.1 Limitation of Liability</p>	<p>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,</p>

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	<p>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 Contract Data / Special Conditions of Contract (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</p>

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		<p>Entity under Sub-Clause 4.18 [Electricity, Water and Gas], and use of Procuring Entity's Equipment and Materials under Sub-Clause 4.19 [Issue of Procuring Entity's Equipment and 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>
30. Transfer of Ownership		
30.1 Plant imported into the country		<p>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>
30.2 Plant procured in the country		<p>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>
30.3 Contractor's Equipment		<p>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 Sub contractors.</p> <p>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</p>

Clause	Sub-Clause	Provision
		<p>the Contractor agree that the Plant in question are no longer required for the Facilities.</p> <p>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>
<h3>31. Care of Facilities</h3>		
<p>31.1 Care of Facilities</p>		<p>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 Sub-clauses 31.2 and 37.1</p>



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31.2		<p>If any loss or damage occurs to the Facilities or any part thereof or to the Contractor’s temporary facilities by reason of:</p> <ul style="list-style-type: none"> (a) in so far as they relate to the country where the Site is located, nuclear 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 (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 (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

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<p>31.3</p> <p>31.4</p>		<p>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 9. 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>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 9.1.</p> <p>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>

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<h2>32. Loss of or Damage to Property; Accident or Injury to Workers; Indemnification</h2>		
<p>32.1 Contractor's Compliance</p>		<p>Subject to GCC Sub-clause 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 Procedures for Contractor's Compliance</p>		<p>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.</p> <p>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-days</p>



Clause	Sub-Clause	Provision
		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.
32.3 Employer’s Compliance to indemnify		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.
32.4 Party’s liabilities		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.
33. Insurance requirements		
33.1 Insurance Requirements		To the extent specified in the SCC 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

Clause	Sub-Clause	Provision
		<p>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</p> <p>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</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>(c) Third Party Liability Insurance</p> <p>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</p> <p>Covering use of all vehicles used by the Contractor or its Subcontractors, whether or not owned by them, in</p>

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		<p>connection with the execution of the Contract.</p> <p>(e) Workers' Compensation</p> <p>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</p> <p>In accordance with the statutory requirements applicable in any country where the Contract or any part thereof is executed.</p> <p>(g) Other Insurances</p> <p>Such other insurances as may be specifically agreed upon by the parties hereto as listed in the SCC to the Contract Agreement.</p>
<p>33.2 General Requirements</p>		<p>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 losses or claims arising out of the performance of the Contract shall be waived under such policies</p>

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33.3 Furnishing certificates of insurance		The Contractor shall, in accordance with the provisions of the SCC 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.
33.4 Insurance requirements of Sub-Contractor		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.
33.5 Insurance by Employer		If required, the Employer shall at its expense take out and maintain in effect during the performance of the Contract those insurances specified in the SCC 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

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		provide copies of the policies taken out by the Employer under this GCC Sub-clause 33.5 .
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.
33.7 Insurance claims		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.

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Clause	Sub-Clause	Provision
34. Unforeseen Conditions		
<p>34.1 Unforeseen Conditions</p>		<p>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 examination of the data relating to the Facilities including any data provided by the Employer if any, 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 Procuring Entity in writing of</p> <ul style="list-style-type: none"> (a) the physical conditions or artificial obstructions on the Site that could not have been reasonably foreseen; (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;

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<p>34.2 Response by Employer</p>		<p>(c) the extent of the anticipated delay; and</p> <p>(d) the additional cost and expense that the Contractor is likely to incur.</p> <p>On receiving any notice from the Contractor under this GCC Subclause 34.1, the Engineer in Charge shall promptly consult with the Contractor and decide upon the actions to be taken to overcome the physical conditions or artificial obstructions encountered. Following such consultations, the Engineer in Charge shall instruct the Contractor, of the actions to be taken.</p> <p>Any reasonable additional cost and expense incurred by the Contractor in following the instructions from the Engineer in Charge to overcome such physical conditions or artificial obstructions referred to in GCC Subclause 34.1 shall be paid by the Employer at its discretion to the Contractor as an addition to the Contract Price. However decision of the Employer is final.</p> <p>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 if found necessary.</p>

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Clause	Sub-Clause	Provision
35. Change in Laws and Regulations		
35.1 Changes in laws and Regulations		<p>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 Special Conditions of Contract (SCC)., pursuant to GCC Clause 10.</p>
36. Assignment		
36.1 Assignment		<p>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>



Clause	Sub-Clause	Provision
37. War Risks		
37.1 Definition of War Risks		<p>“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>
37.2 War Risks liabilities		<p>Notwithstanding anything contained in the Contract, the Contractor shall have no liability whatsoever for or with respect to</p> <ul style="list-style-type: none"> (a) destruction of or damage to Facilities, Plant, or any part thereof; (b) destruction of or damage to property of the Employer or any third party; or (c) injury or loss of life <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 and all claims, liabilities, actions, lawsuits, damages, costs, charges, or expenses arising in consequence of or in connection with the same.</p>
37.3 Consequences in event of War Risks		<p>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 assess</p>

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Clause	Sub-Clause Provision
	<p>and pay the Contractor for:</p> <ul style="list-style-type: none"> (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; (b) replacing or making good any Contractor’s Equipment or other property of the Contractor so destroyed or damaged; and (c) replacing or making good any such destruction or damage to the Facilities or the Plant or any part thereof. <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 Clause 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 Clause 39</p>

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Clause	Sub-Clause	Provision
37.4 Employer's riposte		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.
37.5 Notice in event of War risks		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.
37.6 War risks leading to Termination		In the event of termination pursuant to GCC Sub-clauses 37.3 or 37.5 , the rights and obligations of the Employer and the Contractor shall be specified in GCC Clause 16

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Appendix-Dispute Resolution

A General Conditions of Dispute Board Agreement

1. Definitions

Each “Dispute Board Agreement” is a tripartite agreement by and between:

- (a) the “Employer”;
- (b) the “Contractor”; and
- (c) the “Member” who is defined in the Dispute Board Agreement as being:
 - (i) the sole member of the "DB" and, where this is the case, all references to the “Other Members” do not apply, or
 - (ii) one of the three persons who are jointly called the “DB” (or “Dispute Board”) and, where this is the case, the other two persons are called the “Other Members.”

The Employer and the Contractor have entered (or intend to enter) into a contract, which is called the "Contract" and is defined in the Dispute Board Agreement, which incorporates this Appendix. In the Dispute Board Agreement, words and expressions which are not otherwise defined shall have the meanings assigned to them in the Contract.

2. General Provisions

Unless otherwise stated in the Dispute Board Agreement, it shall take effect on the latest of the following dates:

- (a) the Commencement Date defined in the Contract,
- (b) when the Employer, the Contractor and the Member have each signed the Dispute Board Agreement, or
- (c) when the Employer, the Contractor and each of the Other Members (if any) have respectively each signed a dispute board agreement.

This employment of the Member is a personal appointment. At any time, the Member may give not less than 70 days’ notice of resignation to the Employer and to the Contractor, and the Dispute Agreement shall terminate upon the expiry of this period.

3. Warranties

The Member warrants and agrees that he/she is and shall be impartial and independent of the Employer, the Contractor and the Engineer. The Member shall promptly disclose, to each of them and to the Other Members (if any), any fact or circumstance which might appear

inconsistent with his/her warranty and agreement of impartiality and independence.

When appointing the Member, the Employer and the Contractor relied upon the Member's representations that he/she is:

- (a) experienced in the work which the Contractor is to carry out under the Contract,
- (b) experienced in the interpretation of contract documentation, and
- (c) fluent in the language for communications defined in the Contract.

4. General Obligations of the Member

The Member shall:

- (a) have no interest financial or otherwise in the Employer, the Contractor or Engineer, nor any financial interest in the Contract except for payment under the Dispute Board Agreement;
- (b) not previously have been employed as a consultant or otherwise by the Employer, the Contractor or the Engineer, except in such circumstances as were disclosed in writing to the Employer and the Contractor before they signed the Dispute Board Agreement;
- (c) have disclosed in writing to the Employer, the Contractor and the Other Members (if any), before entering into the Dispute Board Agreement and to his/her best knowledge and recollection, any professional or personal relationships with any director, officer or employee of the Employer, the Contractor or the Engineer, and any previous involvement in the overall project of which the Contract forms part
- (d) not, for the duration of the Dispute Board Agreement, be employed as a consultant or otherwise by the Employer, the Contractor or the Engineer, except as may be agreed in writing by the Employer, the Contractor and the Other Members (if any);

- (e) comply with the annexed procedural rules and with Sub-Clause 20.4 of the Conditions of Contract;
- (f) not give advice to the Employer, the Contractor, the Employer's Personnel or the Contractor's Personnel concerning the conduct of the Contract, other than in accordance with the annexed procedural rules;
- (g) not while a Member enter into discussions or make any agreement with the Employer, the Contractor or the Engineer regarding employment by any of them, whether as a consultant or otherwise, after ceasing to act under the Dispute Board Agreement;
- (h) ensure his/her availability for all site visits and hearings as are necessary;
- (i) become conversant with the Contract and with the progress of the Works (and of any other parts of the project of which the Contract forms part) by studying all documents received which shall be maintained in a current working file;
- (j) treat the details of the Contract and all the DB's activities and hearings as private and confidential, and not publish or disclose them without the prior written consent of the Employer, the Contractor and the Other Members (if any); and
- (k) be available to give advice and opinions, on any matter relevant to the Contract when requested by both the Employer and the Contractor, subject to the agreement of the Other Members (if any).

5. General Obligations of the Employer and the Contractor

The Employer, the Contractor, the Employer's Personnel and the Contractor's Personnel shall not request advice from or consultation with the Member regarding the Contract, otherwise than in the normal course of the DB's activities under the Contract and the Dispute Board Agreement. The Employer and the Contractor shall be responsible for compliance with this provision, by the Employer's Personnel and the Contractor's Personnel respectively.

The Employer and the Contractor undertake to each other and to the Member that the Member shall not, except as otherwise agreed in writing by the Employer, the Contractor, the Member and the Other Members (if any):

- (a) be appointed as an arbitrator in any arbitration under the Contract;
- (b) be called as a witness to give evidence concerning any dispute before arbitrator(s) appointed for any arbitration under the Contract; or
- (c) be liable for any claims for anything done or omitted in the discharge or purported discharge of the Member's functions, unless the act or omission is shown to have been in bad faith.

The Employer and the Contractor hereby jointly and severally indemnify and hold the Member harmless against and from claims from which he is relieved from liability under the preceding paragraph.

Whenever the Employer or the Contractor refers a dispute to the DB under Sub-Clause 20.4 of the Conditions of Contract, which will require the Member to make a site visit and attend a hearing, the Employer or the Contractor shall provide appropriate security for a sum equivalent to the reasonable expenses to be incurred by the Member. No account shall be taken of any other payments due or paid to the Member.

6. Payment

The Member shall be paid as follows, in the currency named in the Dispute Board Agreement:

- (a) a retainer fee per calendar month, which shall be considered as payment in full for:
 - (i) being available on 7 days' notice for all site visits and hearings;
 - (ii) becoming and remaining conversant with all project developments and maintaining relevant files;
 - (iii) all office and overhead expenses including secretarial services, photocopying and office supplies incurred in connection with his duties; and

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- (iv) all services performed hereunder except those referred to in sub-paragraphs (b) and (c) of this Clause.

The retainer fee shall be paid with effect from the last day of the calendar month in which the Dispute Board Agreement becomes effective; until the last day of the calendar month in which the Taking-Over Certificate is issued for the whole of the Works.

With effect from the first day of the calendar month following the month in which the Taking-Over Certificate is issued for the whole of the Works, the retainer fee shall be reduced by one third. This reduced fee shall be paid until the first day of the calendar month in which the Member resigns or the Dispute Board Agreement is otherwise terminated.

- (b) a daily fee which shall be considered as payment in full for:
- (i) each day or part of a day up to a maximum of two days' travel time in each direction for the journey between the Member's home and the site, or another location of a meeting with the Other Members (if any);
 - (ii) each working day on Site visits, hearings or preparing decisions; and
 - (iii) each day spent reading submissions in preparation for a hearing.
- (c) all reasonable expenses including necessary travel expenses (air fare in less than first class, hotel and subsistence and other direct travel expenses) incurred in connection with the Member's duties, as well as the cost of telephone calls, courier charges, faxes and telexes: a receipt shall be required for each item in excess of five percent of the daily fee referred to in sub-paragraph (b) of this Clause;
- (d) any taxes properly levied in the Country on payments made to the Member (unless a national or permanent resident of the Country) under this Clause 6.

The retainer and daily fees shall be as specified in the Dispute Board Agreement. Unless it specifies otherwise, these fees shall remain fixed for the first 24 calendar months, and shall thereafter be adjusted by agreement between the Employer, the Contractor and

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the Member, at each anniversary of the date on which the Dispute Board Agreement became effective.

If the parties fail to agree on the retainer fee or the daily fee, the appointing entity or official named in the **Contract Data** shall determine the amount of the fees to be used.

The Member shall submit invoices for payment of the monthly retainer and air fares quarterly in advance. Invoices for other expenses and for daily fees shall be submitted following the conclusion of a site visit or hearing. All invoices shall be accompanied by a brief description of activities performed during the relevant period and shall be addressed to the Contractor.

The Contractor shall pay each of the Member's invoices in full within 56 calendar days after receiving each invoice and shall apply to the Employer (in the Statements under the Contract) for reimbursement of one-half of the amounts of these invoices. The Employer shall then pay the Contractor in accordance with the Contract

If the Contractor fails to pay to the Member the amount to which he/she is entitled under the Dispute Board Agreement, the Employer shall pay the amount due to the Member and any other amount which may be required to maintain the operation of the DB; and without prejudice to the Employer's rights or remedies. In addition to all other rights arising from this default, the Employer shall be entitled to reimbursement of all sums paid in excess of one-half of these payments, plus all costs of recovering these sums and financing charges calculated at the rate specified in Sub-Clause 14.8 of the Conditions of Contract.

If the Member does not receive payment of the amount due within 70 days after submitting a valid invoice, the Member may (i) suspend his/her services (without notice) until the payment is received, and/or (ii) resign his/her appointment by giving notice under Clause 7.

7. Termination

At any time: (i) the Employer and the Contractor may jointly terminate the Dispute Board Agreement by giving 42 days' notice to the Member; or (ii) the Member may resign as provided for in Clause 2.

If the Member fails to comply with the Dispute Board Agreement, the Employer and the Contractor may, without prejudice to their other rights, terminate it by notice to the Member. The notice shall take effect when received by the Member.

If the Employer or the Contractor fails to comply with the Dispute Board Agreement, the Member may, without prejudice to his other rights, terminate it by notice to the Employer and the Contractor. The notice shall take effect when received by them both.

Any such notice, resignation and termination shall be final and binding on the Employer, the Contractor and the Member. However, a notice by the Employer or the Contractor, but not by both, shall be of no effect.

8. Default of the Member

If the Member fails to comply with any of his obligations under Clause 4 (a) - (d) above, he shall not be entitled to any fees or expenses hereunder and shall, without prejudice to their other rights, reimburse each of the Employer and the Contractor for any fees and expenses received by the Member and the Other Members (if any), for proceedings or decisions (if any) of the DB which are rendered void or ineffective by the said failure to comply.

If the Member fails to comply with any of his obligations under Clause 4 (e) - (k) above, he shall not be entitled to any fees or expenses hereunder from the date and to the extent of the non-compliance and shall, without prejudice to their other rights, reimburse each of the Employer and the Contractor for any fees and expenses already received by the Member, for proceedings or decisions (if any) of the DB which are rendered void or ineffective by the said failure to comply.

9. Disputes

Any dispute or claim arising out of or in connection with this Dispute Board Agreement, or the breach, termination or invalidity thereof, shall be finally settled by institutional arbitration. If no other arbitration institute is agreed, the arbitration shall be conducted under the Rules of Arbitration of the International Chamber of Commerce by one arbitrator appointed in accordance with these Rules of Arbitration.

PROCEDURAL RULES

Unless otherwise agreed by the Employer and the Contractor, the DB shall visit the site at intervals of not more than 140 days, including times of critical construction events, at the request of either the Employer or the Contractor. Unless otherwise agreed by the Employer, the Contractor and the DB, the period between consecutive visits shall not be less than 70 days, except as required to convene a hearing as described below.

The timing of and agenda for each site visit shall be as agreed jointly by the DB, the Employer and the Contractor, or in the absence of agreement, shall be decided by the DB. The purpose of site visits is to enable the DB to become and remain acquainted with the progress of the Works and of any actual or potential problems or claims, and, as far as reasonable, to endeavour to prevent potential problems or claims from becoming disputes.

Site visits shall be attended by the Employer, the Contractor and the Engineer and shall be co-ordinated by the Employer in co-operation with the Contractor. The Employer shall ensure the provision of appropriate conference facilities and secretarial and copying services. At the conclusion of each site visit and before leaving the site, the DB shall prepare a report on its activities during the visit and shall send copies to the Employer and the Contractor.

The Employer and the Contractor shall furnish to the DB one copy of all documents which the DB may request, including Contract documents, progress reports, variation instructions, certificates and other documents pertinent to the performance of the Contract. All communications between the DB and the Employer or the Contractor shall be copied to the other Party. If the DB comprises three persons, the Employer and the Contractor shall send copies of these requested documents and these communications to each of these persons.

If any dispute is referred to the DB in accordance with Sub-Clause 20.4 of the Conditions of Contract, the DB shall proceed in accordance with Sub-Clause 20.4 and these Rules. Subject to the time allowed to give notice of a decision and other relevant factors, the DB shall:

- (a) act fairly and impartially as between the Employer and the Contractor, giving each of them a reasonable opportunity of putting his case and responding to the other's case, and
- (b) adopt procedures suitable to the dispute, avoiding unnecessary delay or expense.

The DB may conduct a hearing on the dispute, in which event it will decide on the date and place for the hearing and may request that written documentation and arguments from the Employer and the Contractor be presented to it prior to or at the hearing.

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Except as otherwise agreed in writing by the Employer and the Contractor, the DB shall have power to adopt an inquisitorial procedure, to refuse admission to hearings or audience at hearings to any persons other than representatives of the Employer, the Contractor and the Engineer, and to proceed in the absence of any party who the DB is satisfied received notice of the hearing; but shall have discretion to decide whether and to what extent this power may be exercised.

The Employer and the Contractor empower the DB, among other things, to:

- (a) establish the procedure to be applied in deciding a dispute,
- (b) decide upon the DB's own jurisdiction, and as to the scope of any dispute referred to it,
- (c) conduct any hearing as it thinks fit, not being bound by any rules or procedures other than those contained in the Contract and these Rules,
- (d) take the initiative in ascertaining the facts and matters required for a decision,
- (e) make use of its own specialist knowledge, if any,
- (f) decide upon the payment of financing charges in accordance with the Contract,
- (g) decide upon any provisional relief such as interim or conservatory measures, and
- (h) open up, review and revise any certificate, decision, determination, instruction, opinion or valuation of the Engineer, relevant to the dispute.

The DB shall not express any opinions during any hearing concerning the merits of any arguments advanced by the Parties. Thereafter, the DB shall make and give its decision in accordance with Sub-Clause 20.4, or as otherwise agreed by the Employer and the Contractor in writing. If the DB comprises three persons:

- (a) it shall convene in private after a hearing, in order to have discussions and prepare its decision;
- (b) it shall endeavour to reach a unanimous decision: if this proves impossible the applicable decision shall be made by a majority of the Members, who may require the minority Member to prepare a written report for submission to the Employer and the Contractor; and
- (c) if a Member fails to attend a meeting or hearing, or to fulfil any required function, the other two Members may nevertheless proceed to make a decision, unless:
 - (i) either the Employer or the Contractor does not agree that they do so, or
 - (ii) the absent Member is the chairman and he/she instructs the other Members not to make a decision.

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DISPUTES RESOLUTION BOARD'S RULES AND PROCEDURES

Dispute Resolution during Execution of the Contract

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.

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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 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:

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- (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.

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- (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.

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- (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.
- (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:



BOARD MEMBER’S DECLARATION OF ACCEPTANCE

WHEREAS

- (a) (the Contract) for the [Insert Name of City]..... has been signed on *[fill in date]* between *[name of Employer]* (the Employer) and *[name of Contractor]* (the Contractor);
- (b) Clause 21.3 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 21.3 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 subparagraphs (b) and (c).

BOARD MEMBER

[print name of Board Member]

Date



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

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Part A - Contract Data

Conditions	Sub-Clause	Data
The Procuring Entity or PE or "Employer's name and address	1.1.2.6 & 1.3	Managing Director, Cochin Smart Mission Limited (CSML), 10 th Floor, Revenue Tower, Park Avenue, Kochi -682011 India Telephone Number: +91-0484-2350355 Facsimile number: +91-0484-2380980 Electronic mail address: csmltenders@gmail.com
Engineer-in-Charge or Engineer's name and address	1.1.2.5 & 3.1	Engineer shall be designated and notified by CSML
Department/ Authority/ Implementing Agency name	1.1.6.3 1.2.12	Cochin Smart Mission Limited (CSML)
Defects Liability Period	1.1.3.5 13.2	3 years.
Defects Notification Period	1.1.3.6	3 years.

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Conditions	Sub-Clause	Data
Intended Completion Date	1.1.3.11	For whole works at the end of 20 months (including monsoon period) for Supply, installation, testing, trial run & Commissioning of works and services included under Contract For section of works, refer to “ Table 1 : Summary of Sections ” below
Time for Completion	1.1.3.12 8.4 26.1	For whole works 20 months (including monsoon period) Supply, installation, testing, trial run & Commissioning of works and services included under Contract For section of works, refer to “ Table 1 : Summary of Sections ” below
Sections	1.1.5.5	For section of works, refer to “ Table 1 : Summary of Sections ” below
Field laboratory	1.1.6.4, 2.6 & 4.9 & 7.9	Contractor Should provide fully equipped field laboratory, testing personnel, consumables and other assistance at his cost to conduct such tests during execution of works
Vehicle facility	1.1.6.9	Contractor Should enable Employer’s personnel with vehicle facility to facilitate supervision of work during execution.
Site office	1.1.6.12	Site Office of minimum 200 Sqm shall be established at minimum two locations by the Contractor for Contractor and Client staff with all office amenities like furniture’s, Computers, printer, Ac’s fax, photocopy,internet/email, sofytware (MS Projects, MS Office, Primavera, AutoCAD) etc.. The locations shall be got approved from the Engineer

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Conditions	Sub-Clause	Data
Communications	1.3	<p><u>Electronic transmission systems</u></p> <p>e-mail, fax etc</p> <p>Electronic mail address: csmltenders@gmail.com</p> <p><u>Hard copy shall be delivered by hand or mail or courier to following address</u></p> <p>Cochin Smart Mission Limited (CSML), 10th Floor, Revenue Tower, Park Avenue, Kochi -682011</p>
Governing Law	1.4 & 1.17	laws of Government of India and State of Kerala
Ruling language	1.4	English
Language for communications	1.4	English
Time for the Parties entering into a Contract Agreement	1.8.1	<p>28 days of receipt of Notification of Award / Letter of Acceptance (LOA)</p> <p>The agreement shall be signed with Cochin Smart Mission Limited [CSML]. 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 28 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</p>

Contractor

Procuring Entity / Employer

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Conditions	Sub-Clause	Data
		maintained throughout the currency of contract. The Agreement shall be signed by both the firm individually and by the representatives of JV.
Key Personnel deployment	1.9.1 & 6.3.1	The Contractor shall deploy at least the minimum numbers of the “key personnel” named in the “Schedule Key Personnel” as referred to in the Section III qualification criteria or other personnel approved by the Engineer-in-Charge.
Care &Supply of documents	1.14	<p>Add the following at the end of the Clause:</p> <p>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</p>

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Conditions	Sub-Clause	Data
Compliance with Laws- Co-ordination with other Government departments	1.17 & 2.2	Co-ordination with other Government departments shall be in Scope of Contractors.
Time for access to the Site	2.1	As per “ Table2: Summary of Site Possession Dates ” detailed below.
Quality Control / Inspection	2.6 & 4.9 7.3	<p>Inspection and Testing shall be complying to requirements of CVC guidelines. Quality compliance shall be as per IRC / MORT&H Specifications</p> <p>Quality Control would be monitored and checked by KMRL (Kochi Metro Rail Limited (Handholding agency for CSML)</p> <p>In addition to the specifications detailed in Section V, KMRL rules of execution shall be followed by the Contractor.</p> <p>Quality Checking Matrix is as follows</p> <p style="text-align: center;"> CONTRACTOR  PMC (PROJECT MANAGEMENT CONSULTANTS)  CSML(AUTHORITY)  KMRL (HAND HOLDING AGENCY) </p>

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Conditions	Sub-Clause	Data
		<p>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.</p> <p>The Bidder shall provide separate descriptions of its proposed QA/QC plan during the construction 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.</p>
Engineer's Duties and Authority	3.1.2(b)(ii)	Variations resulting in an increase of the Accepted Contract Amount in excess of 0.25% shall require approval of the Employer. However the delegation of power of the authority prevails.

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Conditions	Sub-Clause	Data
General obligation of Contractor- Safety	4.1.4 4.8, 6.5 4.17 & 22.4	<p>In addition, Safety & convenience guidelines / provisions shall be followed by contractor while executing the work for pedestrians and Vehicle movement.</p> <p>The Contractor has to:</p> <p>(a) Prepare a detailed Safety Plan, to be implemented under supervision of Safety Officer of the Contractor, within 28 (twenty eight) days of receiving of Letter of Acceptance to be approved by the Engineer-in-Charge.</p> <p>(b) Provide for all safety measures, security and protection of equipment as provided in the Clause</p>

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Conditions	Sub-Clause	Data
Performance Security	4.3	<p>The performance security will be in the form of “a Unconditional Bank Guarantee” issued by a bank located in the country of the Purchaser (Scheduled Bank in India with Jurisdiction in Kochi)</p> <p>Bank Guarantee submitted against the performance guarantee, shall be unconditional and encashable / invokable at Kochi when presented in specified Branch Office.</p> <p>The amount(s) of performance security shall be 10 percent of the Accepted Contract Amount and in the currency of the country ie. INR (Indian Rupees).</p> <p>The performance security of a JVA shall be in the name of the JVA that submits the bid.</p> <p>The Contractor shall ensure that the Performance Security including additional performance security amount is valid and enforceable until the Contractor has executed and completed the Works and remedied any defects.</p> <p>Performance Security including additional performance security will be refunded after expiry of defect liability period (original 3 years and extended if any) provided the final bill has been paid and completion of all obligations under the Contract</p> <p>However, duly considering the performance of the Contractor, the Employer will return the additional Performance Security to the Contractor after receipt of a copy of the work completion (excluding defects liability) certificate from the Engineer with due recommendation for release of additional Performance Security.</p>

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Conditions	Sub-Clause	Data
Commencement of Work	4.4 8.3.1	Contractor shall commence the Works from the date of signing of the Contract or start date of handing over of site / site possessions start date as per Clause 2.1 GCC by the Employer, whichever is later.
Avoidance of Interference with public conveniences	4.14	<p>Add the following at the end of the Clause:</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>
Key equipment deployment	4.16	The Contractor shall deploy at least the minimum numbers of the "key equipment" named in the "Schedule-Key Equipment" as referred to in the Section III qualification criteria and other equipment necessary as directed by the Engineer-in-Charge based on the work requirement.

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Conditions	Sub-Clause	Data
Cost of water & electricity	4.18	Add the following at the end of the Clause: Charges for power connection and water, if required, during execution and for trial run and commissioning of the facility if any, shall be borne by contractor
Issue of Procuring Entity's Equipment and Materials	4.19	Not Applicable
Norms related to National Building Code	5	Add the following at the end of the Clause: 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)
Normal working hours	6.7 22.2.5	8 Hours 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.
Manner of execution	7.1	Add the following at the end of the Clause: Contractor should have MOU with 2 quarry owners to supply material without any hindrance. Contractors should have his own manufacturing unit to make precast interlocking tiles with his own yard for casting of tiles & Pre-cast trenches / Drains and Kerb stone.

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Conditions	Sub-Clause	Data
Royalties	7.18	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 Kerala with each invoice raised per month.
Stores supplied by the Procuring Entity	7.4 to 7.7	Not Applicable
Inspection	7.3	<p>Add the following at the end of the Clause:</p> <p>The Contractor shall submit the detailed drawings, if any, to the Engineer-in-charge for approval.</p> <p>For Equipment:</p> <p>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.</p> <p>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.</p> <p>Category A: 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</p>

Contractor

Procuring Entity / Employer

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Conditions	Sub-Clause	Data
		<p>premise before packing and dispatching.</p> <p>The inspection charges of the agency will be borne by the Procuring Entity but if required, the contractor has to pay the inspection charges. The contractor will include in their next bill the inspection charges and the same will be reimbursed by the Procuring Entity from the provisional sum available if any. The contractor shall provide the necessary equipment and facilities for tests and the cost thereof shall be borne by the Contractor.</p> <p>Category 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.</p> <p>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>Category C: 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>
Construction Program	8.5	The Contractor shall submit for approval a Program for the Works within 21 days from the date of the Letter of Acceptance.

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Conditions	Sub-Clause	Data
		<p>The period between Program updates is 90 days.</p> <p>The amount to be withheld for late submission of an updated Program is INR 1,00,000.</p> <p>The Contractor 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 2 years. At no point during the Contract Period, the Selected Bidder would be absolve of its responsibilities as defined in the Contract document</p> <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 survey, drawings, 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 drawings 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>

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Conditions	Sub-Clause	Data
		<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 survey, preparation of working drawings, placing of confirmed orders, manufacturing, pre-delivery inspections and tests, delivery to the Site, storage, installation, etc.</p> <p>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.</p> <p>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.</p>
Maximum amount of delay damages	8.9	10% of the Accepted Contract Amount.
Provisional Sums	9.6	Nil
Adjustments for Changes in Cost	10	<u>Price adjustment : applicable</u>

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Conditions	Sub-Clause	Data
Deduction towards following	15.1& 15.20	
1. Advance Income Tax and Work Contract Tax		As per the prevailing Tax Rules of the Government of India and Government of Kerala
2. Royalty for Materials Used		As per the prevailing rates established under Kerala Minor Minerals Concession Rules and any provision amended from time to time and in force.
3. As per Construction Worker's Welfare Cess act 1996. (if applicable)		1 % of the bill amount will be deducted towards the building and other construction workers welfare cess.

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Conditions	Sub-Clause	Data
<p>Total advance payment</p>	<p>15.15</p>	<p>Total advance payment-5 Percentage of the Accepted Contract Amount (excluding provisional sum) payable in the currencies and proportions in which the Accepted Contract Amount is payable. Advance payment shall be made in 2 equal installments.</p> <p>First instalment of 2.5% advance payment will be made after the Contractor fulfilled following conditions.</p> <ul style="list-style-type: none"> • Mobilized Project Manager, survey and subsoil investigation crews to the site • Submitted to the approval of Engineer- <ul style="list-style-type: none"> <input type="checkbox"/> List of proposed sub-contractors and their respective agreements , <input type="checkbox"/> proposed construction programme, <input type="checkbox"/> mobilization/ deployment schedule, <input type="checkbox"/> contractors key personnel, machinery, equipments required for executing the works, Procurement schedule for major materials, <input type="checkbox"/> Cash flow forecast statement. <p>After first instalment payment has been utilized as per approved programme (substantiated by relevant documents) contractor can apply for Second instalment.</p> <p>Second instalment of balance 2.5% advance payment will be made after the Contractor fulfilled following conditions.</p> <ul style="list-style-type: none"> • Deployment of personnel, machinery, equipment as per approved deployment schedule. • Place confirm orders for supply of major materials as per approved Procurement Schedule.

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Conditions	Sub-Clause	Data
Repayment amortization rate of advance payment	15.15 (i) and (ii)	<p><u>5</u> %.</p> <p>Repayment will begin when amount of work certified by the Engineer attains 30% of the Contract Price.</p> <p>Advance payment shall be completely repaid prior to the time when 80 percent of the Accepted Contract Amount less Provisional Sums has been certified for payment.</p> <p>In addition to the recovery of principal amount, recovery of interest shall be carried out as calculated on the outstanding amount of principal at the close of each month. The interest shall be accrued from the day of payment of advance and the recovery of interest shall commence when 30% of the Contract Amount is executed and shall be completed by the time work equivalent to 80% of the Contract Amount is executed.</p> <p>commercial interest rates for financial charges is of State Bank of India prevailing on the date 30 days prior to latest date of Technical Bid opening</p>
Secured Advance on Non-Perishable Materials	15.16	Not Applicable

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Conditions	Sub-Clause	Data
Schedule of payment	15.3	<p>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>Penalty:</p> <p>General:</p> <p>If the contractor fails to comply with the following, penalty shall be levied as mentioned against each of the components</p> <ul style="list-style-type: none"> (i) Non submission of monthly report shall invite penalty of INR 20,000 for each such occurrence. The monthly report shall cover all relevant details defined in the contract. (ii) 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 if such instance occurs more than once the contract may be terminated, to be decided at the sole discretion of the Employer <p>For Road and storm water drainage network:</p> <p>For non-compliance with the following parameter/issues, during the execution</p> <ul style="list-style-type: none"> (i) 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.

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Conditions	Sub-Clause	Data
		<p>(ii) In case any defects are 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><u>Electrical Component:</u></p> <p>For non-compliance with the following parameter/issues, during the execution</p> <p>(i) In case any defects are 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>
Percentage of Retention	15.4	5 %
Limit of Retention Money	15.4	5 % of the Accepted Contract Amount
Minimum Amount of Interim Payment Certificates	15.5	INR 3 Crore
Payment terms	15.6	As per "Table 3 : Payment Terms" below

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Conditions	Sub-Clause	Data
Insurance	20	<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"> (A) for the Works, Plant and Materials; (B) for loss or damages to equipment; (C) for loss or damage to property (except the Works, Plant, Materials and Equipment) in connection with Contract; (D) for personal injury or death; <ul style="list-style-type: none"> (i) of the Contractor's employees; (ii) of other people <p>The Sum Insured against each of these items will be as per the Laws of the state of Kerala</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"> a. The minimum deductible for insurance of the Works and of Plant and Materials is: [Rs 12 Crore] b. The minimum cover for insurance of the Works and of Plant and Materials is: INR 110 Crore c. The minimum deductible for insurance of other property is: [Rs 5 Lakh] d. The minimum cover for insurance of other property is: Rs. 200 lakh

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Conditions	Sub-Clause	Data
		<p>e. The minimum cover for personal injury or death insurance</p> <p>(i) For the Contractor's employees is: Rs 5 Lakh</p> <p>(ii) And for other people is: Rs 10 Lakh</p> <p>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 10 Lakh with unlimited number of incidents.</p>
<p>Periods for submission of insurance:</p> <p>a. evidence of insurance.</p> <p>b. relevant policies</p>	20.1	<p>14 days</p> <p>28 days</p>
Minimum amount of third party insurance	20.4 (A)	INR 10.00 Lakhs per occurrence with the number of occurrences unlimited.
Maximum amount of deductibles for insurance of the Employer's risks	20.6.1(d)	INR 10.00 Lakhs with the number of occurrences unlimited.
Date by which the DB shall be appointed	21.3	28 days after the Commencement date

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Conditions	Sub-Clause	Data
The DB shall be comprised of	21.3	Three Members
List of potential DB sole members	21.3	<i>"none"</i>
Appointment (if not agreed) to be made by	21.3	<i>In case the Employer and the Contractor fail to agree upon the appointment of a replacement member then the President of Institution of Engineers, India, shall after due consultation with both parties, nominate the third member and such nomination shall be final and conclusive.</i>
Rules of arbitration	20.3	<i>In the event that the disputes required to be settled by arbitration, then the Rules of Conciliation and Arbitrations of the International Chamber of Commerce (ICC) will apply.</i> <i>The number of arbitrators shall be three (3).</i> <i>The language of arbitration shall be English.</i> <i>The place of such arbitration shall be Kochi, India.</i>
Non-compliance of Time guarantee	26.2	liquidated damages : As per Sub-Clause 8.9 GCC Maximum LD: 10% of Accepted Contract Amount
Completion Time Guarantee- Attainment of Completion before the Time for Completion	26.3	Bonus Not applicable

Section VII. Special Conditions (SC)

Bidding document for Development of Smart Roads & Other Roads
in West Kochi under Smart City Mission



COCHIN SMART MISSION LIMITED

Conditions	Sub-Clause	Data
Commissioning and Operational Acceptance	25.2.2	The Guarantee Test of the Facilities shall be successfully completed as per Section V within .Twenty-eight (28) days from the date of Completion
Maximum total liability of the Contractor to the Employer	29.1	Accepted Contract Amount

Table 1: Summary of Sections

Section Name/Description (Sub-Clause 1.1.5.6)		Time for Completion (Sub-Clause 1.1.3.3)	As per Annexure - A
Section Name	<i>Financial progress to be competed As per Annexure- A</i>	<i>Period from the date of Contract agreement</i>	
Milestone 1	i.e. Column(a)	5 months (before the end of 5 months after agreement)	i.e., Column individual (a)
Milestone 2	i.e. Column (b)	5 months (before the end of 10 months after agreement)	i.e., Column individual (b)
Milestone 3	i.e Column (c)	5 months (before the end of 15 months after agreement)	i.e., Column individual (c)
Milestone 4	i.e Column (d)	5 months (after completion (100%) and commissioning of system including trial run for a period of 3 months before the end of 20 months after agreement)	i.e., Column individual (d)

Section VII. Special Conditions (SC)

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ANNEXURE-A

MILESTONE TARGETS.

Sl. No.	Particulars	Milestones				Total
		Milestone-1 (a)	Milestone-2 (b)	Milestone-3 (c)	Milestone-4 (d)	
1	Period (in months)	5	5	5	5	20
2	Financial progress to be achieved Compared to % of Accepted Contract amount	12.5% (Cumulative)	37.5% (Cumulative)	75% (Cumulative)	100% (Cumulative)	100%

Table 2: Summary of Site Possession Dates

Sl No.	Site Possession extent	Site Possession period
1	First 50% of Site possession will be provided	Within 14 days from the date of Agreement of Contract
2	Next 30% of Site possession will be provided	Within 3 months from the date of Agreement of Contract
3	Balance 20% of Site possession will be provided	Within 6 months from the date of Agreement of Contract

Section VII. Special Conditions (SC)

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Table 3 : Payment Terms.

**(A) The employer will make the payment to the following items on the following terms-
(Clause 15.6 GCC)**

Item Type	Sl. No	Break up of payment	Percentage of payment release
Major Electrical works/ Items like Compact Substation, RMU, FRTU, cables, Cable terminations kits, Feeder pillars, HDPE ducts etc.	1	After supply of material to site & submission of third party inspection certificates & acceptance.	50 %
	2	After installing as per tender specification.	20%
	3	Testing and commissioning of installed work On successful completion and commissioning of the system in section.	15 %
	4	Final Handing over	5%
	5	On Successful Completion of DLP	10%
Dismantling work	1	Dismantling at site & depositing the same at stores	95 %
	2	Final Handing over	5 %
Dismantling & Re-Installation	1	Dismantling & installation at site	70%
	2	Testing and commissioning of installed work	25%
	3	Final Handing over	5 %
Supply and erection of poles, Smart metres	1	After supply of material to site & submission of third party inspection certificates & acceptance.	50 %
	2	After installing as per tender specification.	35%
	3	Final Handing over	5 %
	4	On Successful Completion of DLP	10%

(B) The payment of other items will be made as per BOQ as and when they are completed.

**Bidding document for Development of Smart Roads & Other Roads
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**Section VIII. Annex to Special Conditions -
Contract Forms**

Section VIII. Annex to Special Conditions – Contract Forms

Form of Agreement, Forms of Performance Security, and Bank Guarantee for Advance Payment)

Table of Forms

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NOTES ON AGREEMENT, PERFORMANCE AND ADVANCE PAYMENT SECURITIES

Samples of acceptable forms of Agreement, Performance and Advance Payment Securities are annexed. Bidders should not complete the Performance and Advance Payment Security forms while submitting the Bid. 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

Bidding document for Development of Smart Roads & Other Roads in West Kochi under Smart City Mission



Format of Notification of Award

LETTER OF ACCEPTANCE

[letterhead paper of the Employer]

Date:/....., 2018

To: _____

[name and address of the Contractor]

This is to notify you that your Bid dated *[date]* for execution of the tender work of **“Development of Smart Roads & Other Roads in West Kochi under Smart City Mission”** *[name of the Contract and identification number, as given in the Contract Data]* for the Accepted Contract Amount of the equivalent of *[amount in numbers and words]* *[name of currency]*....., as corrected and modified in accordance with the Instructions to Bidders, is hereby accepted by our Agency.

You are requested to furnish the Performance Security amounting toand additional performance security (towards unbalanced rates) amounting towithin 28 days in accordance with the Conditions of Contract, using for that purpose one of the Performance Security Forms included in **Section VIII, Annex to the SpecialConditions - Contract Forms**, of the Bidding Document

Authorized Signature: _____
Name and Title of Signatory: _____
Name of Agency: _____

Attachment: Contract Agreement

Format of Contract Agreement

THIS AGREEMENT made the _____ day of _____, _____, between **The Managing Director, of Cochin Smart Mission Limited (CSML), 10th Floor, Revenue Tower, Park Avenue, Kochi 682011** (hereinafter “the Employer”), of the one part, and _____ of _____ (hereinafter “the Contractor”), of the other part:

WHEREAS the Employer desires that the Works known as **Bid for “Development of Smart Roads & Other Roads in West Kochi” under Smart City Mission** should be executed by the Contractor, and the Employer has accepted a Bid by the Contractor for the execution and completion of these Works and the remedying of any defects therein amounting to _____,

The Employer and the Contractor agree 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. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
 - (i) the Letter of Acceptance
 - (ii) the Letter of Bid
 - (iii) the addenda Nos _____(if any)
 - (iv) the Special Conditions / Contract data /Particular Conditions
 - (v) the General Conditions;
 - (vi) the Specification(Works requirements / Employer’s requirements)
 - (vii) the completed Schedules,
3. In consideration of the payments to be made by the Employer to the Contractor as indicated in this Agreement, the Contractor hereby covenants with the Employer to execute and complete the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

Section VIII. Annex to Special Conditions – Contract Forms

**Bidding document for Development of Smart Roads & Other Roads
in West Kochi under Smart City Mission**



COCHIN SMART MISSION LIMITED

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of **Government of India** on the day, month and year indicated above.

Signed by Signed by

(for the Employer)

(for the Contractor)

for and on behalf of the Employer
in the presence of

for and on behalf the Contractor
in the presence of

Witness, Name, Signature, Address, Date Witness, Name, Signature, Address, Date

Format of Performance Security

(Performance Bank Guarantee- Unconditional)

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

Beneficiary: Managing Director,
Cochin Smart Mission Limited (CSML),
10th Floor, Revenue Tower, Park Avenue,
Kochi 682011.

Date:/....., 2018

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 "**Development of Smart Roads & Other Roads in West Kochi under Smart City Mission**" *[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],¹ 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...², 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)]

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

¹ *The Guarantor shall insert an amount representing the percentage of the Contract Price specified in the Contract and denominated either in the currency(cies) of the Contract or a freely convertible currency acceptable to the Employer.*

² *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."*

Format of Advance Payment Security

(Bank Guarantee- Uncoditional)

Demand Guarantee

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

Beneficiary: Managing Director,
Cochin Smart Mission Limited (CSML),
10th Floor, Revenue Tower, Park Avenue,
Kochi 682011.

Date:/....., 2018

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 "**Development of Smart Roads & Other Roads in West Kochi under Smart City Mission**" (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]¹ 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 or if in the opinion of Employer, Contractor did not perform well to reach upto the stipulated milestone target of Contract agreement.

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 eighty (80) percent of the Contract Price has been certified for payment, or on the ___ day of ____, 2___,² 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)]

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

¹ *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.*

² *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."*

Format of Retention Money Security

(Bank Guarantee- Unconditional)

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

Beneficiary: Managing Director,
Cochin Smart Mission Limited (CSML),
10th Floor, Revenue Tower, Park Avenue,
Kochi 682011.

Date:/....., 2018

RETENTION MONEY 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 "**Development of Smart Roads & Other Roads in West Kochi under Smart City Mission**" *[name of contract and brief description of Works]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, when the Taking-Over Certificate has been issued for the Works and the first half of the Retention Money has been certified for payment, payment of *[insert the second half of the Retention Money or if the amount guaranteed under the Performance Guarantee when the Taking-Over Certificate is issued is less than half of the Retention Money, the difference between half of the Retention Money and the amount guaranteed under the Performance Security]* is to be made against a Retention Money 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]¹ 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 or if in the opinion of Employer, Contractor did not perform well to reach upto the stipulated milestone target of Contract agreement.

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

This guarantee shall expire, at the latest, 21 days after the date when the Employer has received a copy of the Performance Certificate issued by the Engineer. 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.

[seal of the Bank and signature(s)]

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

¹ *The Guarantor shall insert an amount representing the amount of the second half of the Retention Money or or if the amount guaranteed under the Performance Guarantee when the Taking-Over Certificate is issued is less than half of the Retention Money, the difference between half of the Retention Money and the amount guaranteed under the Performance Security and denominated either in the currency(ies) of the second half of the Retention Money as specified in the Contract, or in a freely convertible currency acceptable to the Employer.*

Section IX. Drawings

Bidding document for Development of Smart Roads & Other Roads
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Section IX. Drawings

Section IX. Drawings

(Uploaded Separately in.pdf file as VOLUME-4)

Contractor

Procuring Entity / Employer

Section IX. Drawings

Bidding document for Development of Smart Roads & Other Roads
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Drawings

The following tender drawings are enclosed / uploaded along with this Bidding document for reference

01	PLAN & PROFILE KB JACOB ROAD	CH:0 to 500	CSML/M4/SMR/KBJ/PL-001
02	PLAN & PROFILE KB JACOB ROAD	CH:500 to 1084	CSML/M4/SMR/KBJ/PL-002
03	PLAN & PROFILE AMARAVATHY ROAD	CH:000 to 500	CSML/M4/SMR/KBJ/PL-003
04	PLAN & PROFILE AMARAVATHY ROAD	CH:500 to 1086	CSML/M4/SMR/KBJ/PL-004
05	PLAN & PROFILE RIVER ROAD & BELLAR ROAD	CH:0 to 150 & 0 to 279	CSML/M4/SMR/RIV/PL-005
06	PLAN & PROFILE CALVATHY ROAD	CH:0 to 639	CSML/M4/SMR/CAV/PL-006
07	OTHER ROADS WK PLAN-1	Sheet 1 of 7	CSML/M4/ORD/WK/PL-007
08	OTHER ROADS WK PLAN-2	Sheet 2 of 7	CSML/M4/ORD/WK/PL-008
09	OTHER ROADS WK PLAN-3	Sheet 3 of 7	CSML/M4/ORD/WK/PL-009
10	OTHER ROADS WK PLAN-4	Sheet 4 of 7	CSML/M4/ORD/WK/PL-010
11	OTHER ROADS WK PLAN-5	Sheet 5 of 7	CSML/M4/ORD/WK/PL-011
12	OTHER ROADS WK PLAN-6	Sheet 6 of 7	CSML/M4/ORD/WK/PL-012
13	OTHER ROADS-WK PLAN-7	Sheet 7 of 7	CSML/M4/ORD/WK/PL-013

Contractor

Procuring Entity / Employer

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01	PLAN & PROFILE KB JACOB ROAD	CH:0 to 500	CSML/M4/SMR/KBJ/PL-001
14	OTHER ROADS WEST KOCHI TCS-1	Sheet 1 of 7	CSML/M4/ORD/WK/TCS/014
15	OTHER ROADS WEST KOCHI TCS-2	Sheet 2 of 7	CSML/M4/ORD/WK/TCS/015
16	OTHER ROADS WEST KOCHI TCS-3	Sheet 3 of 7	CSML/M4/ORD/WK/TCS/016
17	OTHER ROADS WEST KOCHI TCS-4	Sheet 4 of 7	CSML/M4/ORD/WK/TCS/017
18	OTHER ROADS WEST KOCHI TCS-5	Sheet 5 of 7	CSML/M4/ORD/WK/TCS/018
19	OTHER ROADS WEST KOCHI TCS-6	Sheet 6 of 7	CSML/M4/ORD/WK/TCS/019
20	OTHER ROADS WEST KOCHI TCS-7	Sheet 6 of 7	CSML/M4/ORD/WK/TCS/020
21	WEST KOCHI DRAINAGE PLAN-1	Sheet 1 of 7	CSML/M4/ORR/WK/PL-021
22	WEST KOCHI DRAINAGE PLAN-2	Sheet 2 of 7	CSML/M4/ORR/WK/PL-022
23	WEST KOCHI DRAINAGE PLAN-3	Sheet 3 of 7	CSML/M4/ORR/WK/PL-023
24	WEST KOCHI DRAINAGE PLAN-4	Sheet 4 of 7	CSML/M4/ORR/WK/PL-024
25	WEST KOCHI DRAINAGE PLAN-5	Sheet 5 of 7	CSML/M4/ORR/WK/PL-025
26	WEST KOCHI DRAINAGE PLAN-6	Sheet 6 of 7	CSML/M4/ORR/WK/PL-026
27	WEST KOCHI DRAINAGE PLAN-7	Sheet 7 of 7	CSML/M4/ORR/WK/PL-027
28	TYPICAL TABLE TOP CROSSINGS DETAILS	Sheet 1 of 3	CSML/M4/SMR/WK/TAT-031

Contractor

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01	PLAN & PROFILE KB JACOB ROAD	CH:0 to 500	CSML/M4/SMR/KBJ/PL-001
29	TYPICAL CULVERT DRAWINGS	Sheet 2 of 3	CSML/M4/SMR/WK/CLV-032
30	TYPICAL DRAIN DRAWINGS	Sheet 3 of 3	CSML/M4/SMR/WK/DRA-033
31	KB JACOB ROAD ELECTRICAL EQUIPMENT LAYOUT	Sheet 1 of 3	CSML/M4/SMR/WK/EL-051
32	KB JACOB ROAD ELECTRICAL EQUIPMENT LAYOUT	Sheet 2 of 3	CSML/M4/SMR/WK/EL-052
33	KB JACOB ROAD ELECTRICAL EQUIPMENT LAYOUT	Sheet 3 of 3	CSML/M4/SMR/WK/EL-053
34	AMARAVATHY ROAD ELECTRICAL EQUIPMENT LAYOUT	Sheet 1 of 3	CSML/M4/SMR/WK/EL-054
35	AMARAVATHY ROAD ELECTRICAL EQUIPMENT LAYOUT	Sheet 2 of 3	CSML/M4/SMR/WK/EL-055
36	AMARAVATHY ROAD ELECTRICAL EQUIPMENT LAYOUT	Sheet 3 of 3	CSML/M4/SMR/WK/EL-056
37	CALVATHY ROAD ELECTRICAL EQUIPMENT LAYOUT	Sheet 1 of 2	CSML/M4/SMR/WK/EL-057
38	CALVATHY ROAD ELECTRICAL EQUIPMENT LAYOUT	Sheet 2 of 2	CSML/M4/SMR/WK/EL-058
39	BELLAR ROAD ELECTRICAL EQUIPMENT LAYOUT	Sheet 1 of 1	CSML/M4/SMR/WK/EL-059

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01	PLAN & PROFILE KB JACOB ROAD	CH:0 to 500	CSML/M4/SMR/KBJ/PL-001
40	RIVER ROAD ELECTRICAL EQUIPMENT LAYOUT	Sheet 1 of 1	CSML/M4/SMR/WK/EL-060
41	TOWER ROAD ELECTRICAL EQUIPMENT LAYOUT	Sheet 1 of 2	CSML/M4/SMR/WK/EL-061
42	TOWER ROAD ELECTRICAL EQUIPMENT LAYOUT	Sheet 2 of 2	CSML/M4/SMR/WK/EL-062
43	SCHEMATIC DISTRIBUTION OF CSS	Sheet 1 of 1	CSML/M4/SMR/WK/EL-071
44	TYPICAL ROD EARTHING DETAILS	Sheet 1 of 1	CSML/M4/SMR/WK/EL-072
45	PROPOSED RCC DUCT BANK	Sheet 1 of 1	CSML/M4/SMR/WK/EL-073
46	200KW FEEDER PILLAR	Sheet 1 of 1	CSML/M4/SMR/WK/EL-074
47	PROPOSED CUSTOMISED COMPACT SUBSTATION	Sheet 1 of 1	CSML/M4/SMR/WK/EL-075
48	TYPICAL FEEDER PILLAR INTERNAL CONFIGURATION	Sheet 1 of 1	CSML/M4/SMR/WK/EL-076
49	6-8WAY FEEDER PILLAR	Sheet 1 of 1	CSML/M4/SMR/WK/EL-077
50	TYPICAL HDPE CABLE DUCT AND BURIED CABLE TRENCH	Sheet 1 of 1	CSML/M4/SMR/WK/EL-078

Contractor

Procuring Entity / Employer