

DRAFT

**Conclave on
Model Contract Documents for Development
of Hydropower Projects**

**1st October 2009
New Delhi**

**Standard Bidding Document
for Hydropower Projects**



Organisers

**Ministry of Power
&
Central Electricity Authority**

Co-organiser

Central Board of Irrigation & Power

Consultant

Construction Industry Development Council



PREAMBLE

Conditions of Contract incorporated in any tender document strongly influence bid evaluation and the subsequent execution of works by the selected party. These contract conditions should clearly define the rights and obligations of the parties, including sharing of risks to avoid mistrust among themselves through fair, logical and equitable Contract conditions. The contract conditions, therefore, need to be adopted in a standardized format by all Hydro Power Developers for streamlining the contract management system to minimize the contractual problems between the Employers and the Contractors to achieve project completion with minimum time and cost overruns.

The Contract Conditions provided in various Sections are the key pre-bid and post-bid requirements/conditions of any Bid/Contract between two parties for carrying out any activity related to Construction of a Hydro Power Project in a time bound and desired manner. Appropriate linkages of these conditions has also provided in the works manual, to enable the employer's Project Management Team to seek interpretations/clarifications in exigent conditions.

Apart from the above mentioned conditions and linkages, the some specific needs related to each individual contract shall be prescribed in Contract Data, which shall remain binding for that Contract between the Employer and the Bidder/Contractor.

Some clauses which must necessarily vary to take account of circumstances, site location, type and Scope of works etc., shall be included in case of each individual contract as Special Conditions of Contract (SCC) which shall prevail upon General Conditions of Contract (GCC) to the extent applicable. Such specific, exigent conditions, which would have profound impact on the contract, could be articulated and detailed in the special conditions of contract, by the employer, without imparting the general conditions or the provision of the Contract Data for compliance by both parties.

MODEL STANDARD BIDDING DOCUMENT (SBD)

The Model Standard Bidding Document (SBD) for use by the Employers/Owners as a guide Document for Civil Works Contracts for execution of Hydro-Electric Power Projects consists of a complete framework for preparation of contract document which include Notice Inviting Tenders / Invitation For Bids (IFB) and its basic details, Instruction to Bidders(ITB), various forms to be used in pre-bid and post bid activities, Conditions of Contract including General Conditions of Contract and Special Conditions of Contract, Contract Data, Technical Specifications of the Works / Project, supporting Drawings, Bill of Quantities/Price Schedule and formats for securities etc. These documents have been arranged in the sequence of their formulation and implementation as given in the contents of this Standard Bidding Document.

The provision contained in the proposed conditions laid down in this document have enshrined the findings of the base paper, which is an outcome of International Conclave on Contract Management for Accelerated Development of Indian Hydropower Projects organized by Ministry of Power and Central Electricity Authority held at New Delhi in November, 2007.

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ABBREVIATIONS

1.	BG	Bank Guarantee
2.	BOQ/PS	Bill of Quantities / Price Schedule
3.	BR	Bid Reference
4.	CA	Current Assets
5.	COC	Condition of Contract
6.	CV	Curriculum Vitae
7.	EMD	Earnest Money Deposit
8.	EPC	Engineering, Procurement and Construction (EPC)
9.	FDR	Fixed Deposit Receipt
10.	GCC	General Conditions of Contract
11.	IFB	Invitation For Bids
12.	ITB	Instruction To Bidders
13.	JV/C	Joint Venture / Consortium
14.	LD	Liquidated Damage
15.	LSTK	Lumpsum Turnkey
16.	NW	Net Worth
17.	PBT	Profit Before Tax
18.	PQ	Pre Qualification
19.	SBD	Standard Bidding Document
20.	SCC	Special Conditions of Contract
21.	SD	Security Deposit
22.	TA	Total Assets

BID REFERENCE

BR - 1

(NAME, ADDRESS AND TELEPHONE/FAX/E-MAIL DETAILS OF THE PROJECT OWNER/EMPLOYER)

(NAME OF HYDRO ELECTRIC PROJECT) _____

BID REFERENCE NO. _____

DOMESTIC/INTERNATIONAL COMPETITIVE BIDDING

NAME & DESCRIPTION OF WORK _____

PERIOD OF SALE OF BIDDING DOCUMENTS (FROM) _____ (TO) _____

BIDDING DOCUMENT ISSUED TO (Name of the
Bidder) _____ (ON) _____ (date)

TIME AND DATE OF PRE-BID MEETING

DATE:
TIME: (Hrs.)

LAST DATE AND TIME FOR RECEIPT OF BIDS

DATE:
TIME: (Hrs.)

***TIME AND DATE OF OPENING OF BIDS**

DATE:
TIME: (Hrs.)

PLACE OF RECEIPT & OPENING OF BIDS

NAME, DESIGNATION & CONTACT NOS. OF OFFICER INVITING BIDS

** Should be the same as for the deadline for receipt of bids or promptly thereafter.*

_____ (Name of the Project owner/Employer)

_____ (NAME OF PROJECT)

INVITATION FOR BIDS (IFB)

DOMESTIC/INTERNATIONAL COMPETITIVE BIDDING

Date:

Bid Reference No.:

1. The..... (Name of Employer).....invites bids for the construction of works detailed in the table given in para 7 hereinafter. The bidders may submit bids for any or all of the works packages.
2. Bidding is open to all eligible bidders meeting the eligibility criteria as defined in clause no. 3 of instructions to Bidders (ITB). Bidders are advised to note the minimum qualification criteria specified in Clause 3.5 of the Instructions to Bidders to qualify for the consideration of the award of the contract.
3. Bidding documents (and additional copies) may be purchased from the office of.....from.....to.....(date & time) for a non-refundable fee of Rs, in the form of Demand Draft/certified Banker's Cheque or bank transfer(SWIFT etc.) of any Scheduled bank payable at.....in favour of..... Interested bidders may obtain further information at the same address. Bidding documents requested by mail will be dispatched by registered/speed post on payment of an extra amount of Rs. 500.00 (Mailing cost). The Employer will not be held responsible for the postal delay, if any, in the delivery of the documents or non-receipt of the same. The bidding documents are also available on Employer's web site and can be downloaded. Any further amendment of bid document shall be posted only on the website. Such bidders, who use the downloaded documents, should submit their offer/bid along with the cost of bid document.
4. Bids must be accompanied by the **Earnest Money Deposit (EMD)** of the amount and the shape specified in the table below (column 4 &5).
5. Bids must be delivered to.....on or before..... hours on..... (Date) and will be opened on the same day at.....hours, in the presence of the bidders who wish to attend. If the office happens to be closed on account of National Holidays or any authorized closure notice, on the date of receipt of the bids as specified, the bids will be received and opened on the next working day at the same time and venue.
6. A pre-bid meeting will be held on..... (Date) at.....hrs. at the office of.....to clarify the issues and to answer questions on any matter that may be raised at that stage as stated in Clause 4 of 'Instructions to Bidders' (ITB), of the bidding documents.

7. Table of Works packages to be executed for above stated project is placed below: Other details can be seen in the bidding documents.

Package No	Name of Works Package	Estimated Value of Works	Earnest Money Deposit (EMD)	Shape of furnishing EMD	Time for Completion
1	2	3	4	5	6
			-- @ --	Banker's Certified Cheque / Bank Guarantee issued by a Scheduled Bank valid for 225 days from due date of bid submission	

8. The Bid for the works shall remain open for acceptance for a period of one hundred eighty (180) days from the last date for submission of Bids.

9. Employer reserves the right to cancel the tendering process at any time before award of Work.

For and on behalf of Employer

Designation and Address of Officer inviting Bid

@. Please fill the Earnest Money Deposit (EMD) in figures and words for specified currencies as per following criteria.

The earnest money deposit shall be 1% of the estimated value of works. Maximum amount of earnest money deposit shall be Rupees 10 Crores (or equivalent specified currencies).

Note : If the Employer decides that the bids are to be invited from Joint Venture / Consortium of companies / firms as partners, the following may be notified in the IFB.

- i) In case of the bid submitted by Joint Venture / consortium (JV/C) of two or more firms/companies as partners, the lead partner shall submit the EMD, along with the **Letter of Comfort** from his Bankers confirming that, in the event of award of the works to the JV/C, they shall submit **security deposit /performance security** favoring the Employer, on behalf of all the JV/C partners in the proportion of their participation share valid for the period stipulated in the contract.
- ii) The lead partner of JV alongwith all partners shall submit a Joint Venture / consortium agreement as per Form A-4 in original wherein they shall be Jointly and severally responsible for the performance of the Contract.
- iii) For the sake of brevity, Joint Venture / consortium have been given the nomenclature as JV in the succeeding clauses of this bid.

SECTION 1

INSTRUCTIONS TO BIDDERS (ITB)

INSTRUCTIONS TO BIDDERS (ITB)

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A. GENERAL

1. Scope of Bid

- 1.1. The..... (Referred to as Employer in these documents) invites bids for the construction of works (as defined in these documents and referred to as the “Works”) summarised in the table given in IFB Clause 7. The bidders may submit bids for any or all the works packages detailed in the table given in IFB.
- 1.2. The most critical commitment of the successful bidder shall be to strictly adhere to the “Time for Completion” stipulated in Section 4, Contract data of the bidding documents.

2. Source of Funds

- 2.1. The Employer will have sufficient funds in Indian/Foreign currencies for execution of the works.

3. Eligible Bidders

- 3.1. The Invitation for Bids is open to all eligible bidders meeting the eligibility criteria as defined in clause no. 3.5 below.
- 3.2. All bidders shall provide in Section 2, Qualification Information and Forms of Bid, a statement that the Bidder is not associated, directly or indirectly, with the Consultant or any other entity that has prepared the design, specifications and other documents for the Employer for the Contract package. An agency that has been engaged by the Employer to provide consulting services for the preparation or supervision of the works, and any of its affiliates, shall not be eligible to bid.
- 3.3. An enterprise / company may only participate in the bidding process if they are legally and financially autonomous, operate under commercial law and are not a dependent agency of the Employer.
- 3.4. (i) Bidders shall not be under a declaration of ineligibility for corrupt or fraudulent or collusive or coercive practices in accordance with ITB clause No. 36.
(ii) Bidder(s) found to have conflict of interest shall be disqualified. For clarification purposes a conflict of interest is when bidders:
 - (a) are associated with an agency or any of its affiliates which have been engaged by the Employer to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods/works under these Bidding Documents ;
 - (b) or submit more than one bid in this bidding process. However, this does not limit the participation of subcontractors in more than one bid.

3.5 Eligibility Criteria

The minimum eligibility criteria shall be as under:

- (i) The Bidder(s) should be an incorporated legal entity.
- (ii) In case of Joint Venture (JV)/Consortium, all partners shall be incorporated legal entities, as an agency, company or society.
- (iii) The Bidder/s should have construction experience, as sole contractor or partner of JV, for executing major civil works of similar nature viz. Dam, Head Race Tunnel, Surge Shaft, Pressure Shaft etc. in water resources projects / hydro power projects during last 15 years. Details like monetary value of Works, Clients/Employers, and proof of satisfactory completion of these Works should be submitted for establishing eligibility. The value of at least one single contract executed by the Bidder, in last 15 years shall not be less than _____.
- (iv) The Bidder should have completed such work/s in their own name or as a member partner of a JV/Consortium or as approved sub Contractor. The bidder/ each

partner of JV who has executed the work as a member partner of any Joint Venture/ Consortium can also participate provided:

- a) The allocation of scope of work between the partners of the Joint Venture/ Consortium is clearly defined and the bidder/ each partner of JV's scope of work and the break-up of quantities executed by them as individual contribution in Joint Venture/ Consortium meet the requirements
 - b) In case the allocation of the scope of executed work between the partners of the JV /Consortium is not clearly defined, then the work experience of the JV/C can be claimed by the bidder/ each partner of JV/C provided the bidder's / each JV partner's share in the aforesaid works executed by Consortium was at least 35%.
- (v) The Bidder/s should also specify the year when such works were completed including the monetary value, and while moderating the value, an escalation factor of 5% per year shall be applied to arrive at the intrinsic present value of work.
- (vi) The Employer, reserves the right to make suitable enquiries regarding the bona-fide of the Bidder(s) or JV Partner(s), as the case may be.
- (vii) The Bidder(s) should have following minimum unutilized banking facilities within 30 days prior to date of bid submission / opening;
- (a) Cash Credit Facility _____(suggested figure is 3 months needs of contract value)
 - (b) Bank Guarantee Limits _____ (suggested figure is 15% of contract value)
 - (c) Turnover (2 times to annualized value of work package). For the purpose, average annual construction turnover value for the preceding 5 years shall be taken for evaluation. For conversion from foreign currency to INR, the exchange rate as on the last day of the accounting year shall be considered.
 - (d) Net worth: including share capital / reserves should be positive for 3 out of preceding 5 years.

Letter of adequacy and commitment from their Bankers shall be submitted along with his/their bids along with duly audited balance sheets for past 5 financial years.

- (viii) The Bidder(s) shall submit an undertaking along with their bid that they have adequate bid capacity based on formula given below. Similar undertaking shall also be submitted before award of work in case found successful.

Bid Capacity = $A \times N \times K - B$ where

N = No. of years prescribed for completion of the subject contract

A = Maximum Value of Works executed in any one year during last 15 years (at current price level)

B = Value at current price level, of existing commitments and on going works to be completed in the next "N" years.

K = A figure varying between 1.5 to 2.5 shall be assigned by the employer for the bid package

The Bidder shall submit documentary evidence in support of establishing A&B, along with their Bid.

The Bid capacity determined thus should be higher than the estimated value of this contract package.

4. Qualification of the Bidder(s)

The Bidder(s) shall submit following information with their Bid in forms specified in Part II, Section 2 (qualification information & forms of bid) of Bidding Documents for the purpose of assessment of their qualification.

- 4.1. Duly certified copies of original documents defining the constitution or legal status, place of registration, and principal place of business along with power of attorney in original of the signatory of the Bid to commit the Bidder. In case of JVs, the constitution and the share of participation of all partners, JV agreement, and above defined documents for all JV Partners.
- 4.2. Experience in works of a similar nature and size for each of the last fifteen years, which the Bidder wishes to be considered for the purpose of Qualification, and details of works under way or contractually committed; and Name & Address of the clients/employers who may be contacted for further information on those contracts.
- 4.3. Major items of construction equipment along with their deployment schedule as per proposed construction methods and plan to carry out the Works under the Contract, furnish details as stated below.

The Bidder/s should commit that construction equipment as per Form A-9, Section 2 would be mobilized at the site of work, in case of award of the work to him/them.

The Construction equipment, should be owned by the Bidder/s or a letter of comfort from an Equipment Bank/Equipment Leasing Company should be furnished with the Bid, confirming that in case of award of the work the Equipment shall be made available or new equipment would be purchased & delivered at site.

- 4.4. Qualifications and experience of key site management and technical personnel (along with alternative candidates) proposed to be deployed for the Contract as per Form A-10.

The Bidder shall submit the structure of the project implementation team along with the names and CVs of all these Key Personnel, in their bid. The CV's shall include position, professional qualifications, Job title, No. of Years with the present employer/ his associated companies with details of technical / managerial experience relevant to the works covered under the proposed Contract Package. Also number of expatriate personnel and local employees for these positions should be furnished as Form A-10, Section 2.

The Contractor must commit to deploy certified workers to the extent of 25% of total worker's strength. Valid certificates issued by a recognized University, technical Board, or Ministry of Government of India would only be taken cognizance of.

- 4.5. Reports on the financial performance of the Bidder, audited Balance Sheets & profit and loss statements, auditor's reports for the past five financial years and other documents required, as laid in Form A-11, Section 2.
- 4.6. Evidence of adequacy of working capital for this contract [Access to line(s) of credit and availability of other financial resources].
- 4.7. Authority to seek references from the Bidder's bankers.
- 4.8. Information regarding dispute resolution through any arbitration/litigation cases, current or during the last five years, in which the Bidder is involved, the various parties concerned, and disputed amount duly filled in Form A-12, Section 2.

- 4.9. Proposals for subcontracting critical/special components of the Works (For each, the qualifications and experience of the identified sub-contractor in the relevant field should be annexed in duly filled in Form A-13, Section 2).
- 4.10. The Bidder(s) should demonstrate, through documentary evidence, that they are applying latest Project Planning Processes in their ongoing works and are in possession of requisite monitoring tools and submit the proposed methodology for each component/section of works and program of construction, backed with equipment planning and deployment schedule, duly supported with broad calculations and quality control procedures proposed to be adopted, justifying the capability of execution and completion of the works as per technical specifications within the stipulated Time for Completion meeting the specified milestones.
- 4.11. All Undertakings and the letters of comfort from Bankers, Equipment Leasing Cos. etc. as defined in the eligibility Criteria.
- 4.12. Duly completed following forms need to be submitted along with the bid, besides documents stated above

FORM NO.	DETAILS
A1	BID SUBMISSION FORM
A2, A3	POWER OF ATTORNEY
A4	JOINT VENTURE AGREEMENT
A5	MONETARY VALUE OF WORKS PERFORMED
A6	WORK EXPERIENCE IN LAST 15 YEARS
A7	EXISTING COMMITMENT AND ONGOING WORKS
A8	WORKS FOR WHICH BIDS ALREADY SUBMITTED

5. Disqualification/Ineligibility of Bidders

Even though the bidders meet the above qualifying criteria, they shall be disqualified if they have:

- 5.1 been involved in the Corrupt or Fraudulent or collusive or coercive Practices as defined in clause ITB 36.; and/or
- 5.2 made misleading or false representation(s) in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
- 5.3 Record of poor performance such as abandoning the works, serious litigation history, or financial failures etc. (The basis of assessment of suitability shall be decided by the Employer based on the parameters laid down by him on these issues).
- 5.4 The bidder /any member partner of the JV / Consortium shall not have been declared ineligible for poor performance / failure issued by the Govt. of India / State Govt. / Govt. Deptt. / PSU / World Bank / Asian Development Bank. A declaration to this effect shall be submitted by the bidder in Form A-15, Section 2 Part-II.

6. One Bid per Bidder

- 6.1 Each bidder (and the members of a JV/Consortium, as the case may be) shall submit only one bid for one package. Any bidder (and the members of a JV/Consortium) who submits or participates in more than one Bid (except in cases of alternatives that have been permitted or requested) will cause all the proposals with that bidder's participation to be disqualified. Sub - contractors are allowed to participate in more than one bid but only in that capacity.

7. Cost of Bidding

- 7.1 The bidder shall bear all direct or indirect costs associated with the preparation and submission of his Bid (including site visit and attending pre- bid meetings, if any), and the Employer will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

8. Site visit

- 8.1 The Bidder shall visit and examine the Site of Works and its surroundings and obtain for itself, on his own responsibility, all information that may be necessary for preparing the bid and entering into a Contract for construction of the Works. The bidder shall assess and satisfy himself as to the adequacy of the local conditions such as approach roads to the Site, adequacy of existing culverts/bridges/roads for the expected traffic, water and power supply, nature of ground and sub-soil conditions, water table level, accommodation required during the Contract, river regime, river water levels, other details of river, geological and climatic conditions, local terrain, availability of labour, construction materials, details of taxes, royalties duties and levies as applicable and locally applicable laws and regulations governing engagement of labour for employment and deployment at site and any other information required. The costs of visiting the Site shall be at the Bidder's own expense.
- 8.2 The Bidder and any of his personnel or agents will be granted permission by the Employer to enter upon his premises and lands for the purpose of such inspection, but only upon the express condition that the Bidder, his personnel or agents, will release and indemnify the Employer and his personnel and agents from and against all liability in respect thereof and will be responsible for personal injury (whether fatal or otherwise), loss of or damage to property and any other loss, damage, costs and expenses however caused, which, but for the exercise of such permission would not have arisen.
- 8.3 The Bidder shall also undertake thorough and deep study of Site Investigation Report [including Geotechnical Base Line Report (GBR)] and other technical Data furnished to him relevant to the works in the attachments to Section 2 Part III. The Bidder shall be responsible for interpreting all such Data.
- 8.4 Also, based upon site visit the Bidder shall submit appreciation of Project illustrating awareness and understanding of all principal technical and logistics problems related to transportation and installation of Construction Equipment, availability of land for Contractor's infrastructural works, methodology of construction etc.
- 8.5 The Employer shall facilitate the visit and bidder is required to furnish his confirmation of site visit.

B. BIDDING DOCUMENTS

9 Content of Bidding Documents

- 9.1 The set of bidding documents comprises the documents listed in the table below .

-----	<u>Invitation for Bids (IFB)</u>
Section - 1	Instruction to Bidders (ITB)
Section - 2	Part I – Qualification Information Part II – Forms of Bid and Contract Part III - Information for Bidders (INFB)
Section - 3	Conditions of Contract (COC) Part I – General Conditions of Contract (GCC) Part II – Special Conditions of Contract (SCC)
Section - 4	Contract Data
Section - 5	Specifications
Section - 6	Drawings
Section - 7	Bills of Quantities

- 9.2 Two sets of Bid documents marked 'Original' and "Bidder's Copy" are issued. The Specifications (Section-5) and drawings (Section-6) are attached only with the copy marked 'Original'. The copy of documents of ITB (Section-1) and GCC (Section-3, Part-1) marked 'Original' may be retained by the Bidder.

10 Clarification of the Bidding Documents

10.1 Bidder shall examine the Bidding Documents thoroughly in all respects and if any conflict, discrepancy, error or omission is observed, bidder may request clarification promptly by notifying the Employer in writing or by cable (hereinafter "cable" includes facsimile and e-mail) at the Employer's address indicated in Bid Reference (BR-1). The Employer will respond to any request for clarification which he receives upto 15 days prior to the deadline for submission of bids. Copies of the Employer's response will be forwarded to all purchasers of the bidding documents, including a description of the enquiry but without identifying its source. Employer's response shall also be put on his website.

Any failure by bidder to comply with the aforesaid requirement shall not excuse the bidder, after subsequent award of contract, for performing the work in accordance with the Contract.

10.2 Pre-bid meeting

10.2.1 The bidder or his official representative is invited to attend a pre-bid meeting which will take place at _____ (address of venue) on _____ (time and date).

10.2.2 The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised till that stage.

10.2.3 The bidder is requested to submit any questions in writing or by cable to reach the Employer not later than one week before the meeting.

All questions raised during the Pre-Bid Meeting, for which the Bidders expect clarifications from the Employer, shall be submitted by the bidder in writing during the Pre-Bid Meeting,

10.2.4 Any modification of the bidding documents listed in Sub-Clause 9.1 which may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an Addendum/corrigendum pursuant to Clause 11.

10.2.5 Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.

11 Amendment of Bidding Documents

11.1 Before the deadline for submission of bids, the Employer may modify the bidding documents by issuing amendment(s) in the form of addendum/corrigendum during the bidding period.

11.2 Any addendum/corrigendum thus issued shall become part of the bidding documents and shall be communicated in writing or by cable to all the purchasers of the bidding documents and will be uploaded on website. Prospective bidders shall acknowledge receipt of each addendum by cable/in writing to the Employer.

11.3 To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer shall extend as necessary the deadline for submission of bids, in accordance with Sub-Clause 21.2 below.

C. PREPARATION OF BIDS

12 Language of the Bid

12.1 All documents relating to the bid shall be in the English language.

13 Documents comprising the Bid

13.1 The bid submitted by the bidder shall comprise the following documents:

- a) Duly filled in form 'A-I' specified in Section 2.
- b) The demand draft for the cost of the bidding documents downloaded from the website, placed in a separate cover, marked "cost of bidding document downloaded from the internet";
- c) Earnest Money Deposit in a separate cover marked Earnest Money Deposit.
- d) Bidder's Address of communication
Telephone No(s): Office
Mobile No :
Facsimile (Fax) No:
Electronic Mail Identification (E-mail ID):
- e) Qualification information and documents
- f) Drawings prepared by the Bidder (Other than Tender Drawings provided by the Employer)
- g) Priced Bill of Quantity (BOQ) / Price Schedule.
- h) Any other information/documents required to be completed and submitted by bidders in accordance with instructions as per ITB.
- i) The documents marked 'Original' listed under Sections 2 (Part I & II), 4 and 7 of ITB- Clause 9 shall be duly filled-in, signed, stamped and submitted without exception.

13.2 The following documents, which are not submitted with the bid, will be deemed to be part of the bid.

Section	Particulars
	Invitation for Bids (IFB)
I.	Instruction to the Bidders (ITB)
II.	Information to Bidders (INFB)
III.	Conditions of Contract (GCC & SCC)
IV.	Specifications / Drawings

13.3 The Bidder shall treat the Bid Documents and contents thereof as confidential.

14 Bid Prices

14.1 Unless stated otherwise in the bidding documents, the Contract shall be for the whole Works as described in sub Clause 1.1 based on the unit rates and prices in the Bill of Quantities submitted by the bidder.

Bidders shall also include in his Bid's Prices, cost of construction of infrastructural facilities not included in the permanent Works.

14.2 The Bidder shall fill in unit rates and prices for all items of Works described in the Bill of Quantities.

Items of the work described in the Bill of Quantity for which no rate or price has been entered therein shall be considered as included in other rates and prices in the Bill of Quantity and shall not be paid for separately by the Employer.

14.3 Royalties on all materials (Whether quarried from land owned by Employer or outside) and Works Contract Tax, as of 28 days prior to the submission of his Bid Price, shall be included in the rates and prices to be submitted by the bidder.

All other taxes, duties, levies etc. (including Service Tax) prevailing as of 28 days prior to the submission of Price Bid shall be the responsibility of the contractor and the bidder should quote rates and prices accordingly.

- 14.4 Unless otherwise provided in, the rates and prices quoted by the Bidder will be subject to adjustment for price escalation during the performance of the Contract in accordance with Clause 45 of GCC.
- 14.5 In case of contracts in which the Contract Price is fixed (not subject to price adjustment), and in the event that the Employer requests and the Bidder agrees to an extension of the Bid Validity Period, the Contract Price, if the Bidder is selected for award, shall be corrected as follows:

The price shall be increased by the factor (value of factor β) for each week or part of a week that has elapsed after 180 days from due date of submission of Bid Price to the date of issue of Letter of Acceptance to the successful Bidder. The value of β is based on the country's projected inflation for the period in question. The Employer inserts the value in the bid documents prior to issue.

15 Currencies of Bid and Payment

- 15.1 The unit rate and the price of each item given in the Bill of Quantity shall be quoted by bidder either in Indian Rupees and in any freely convertible foreign currency(s) of bidder's choice limited to not more than three foreign currencies Stated in section 4, Contract Data.
- 15.2 The Employer will convert the amounts in various currencies in which the bid price is payable [including Day Work Schedule where the bidder is required to quote only in Indian Rupees] to Indian Rupee at the B.C. selling rate of foreign currencies of State Bank of India as on date of opening of Bid Price and arrive at the total quoted price in Indian Rupees for purpose of evaluation.

16 Bid Validity.

- 16.1 Bids shall remain valid for a period of one hundred and eighty (180) days after the deadline date for bid submission specified in Clause 21 of ITB. A bid valid for a shorter period shall be rejected by the Employer as non-responsive.
- 16.2 In exceptional circumstances, prior to expiry of the original Bid Validity period, the Employer may request that the bidders may extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by cable. A bidder may refuse the request without forfeiting his earnest money. A bidder agreeing to the request will not be required or permitted to modify his bid but will be required to extend the validity of his bid security in compliance with Clause 17 of ITB in all respects.

17 Earnest Money Deposit-EMD (Bid Security)

- 17.1 The Bidder shall furnish, as part of his bid, a Bid Security.

In case of the bid submitted by Joint Venture / consortium (JV/C) , the Lead partner of the JV shall submit EMD favoring the Employer, and in case the Employer so agrees, each partner of the JV/Consortium(JV/C) will submit EMD in the proportion of their participation share. The EMD shall be valid for the period stipulated in the Bid Document.

- 17.2 The Bid Security offered shall be in one of the following forms:
- (a) A crossed Demand Draft / Pay Order in favour of Employer from any Nationalised or Scheduled Bank.
 - (b) A bank guarantee issued by a Indian nationalized / scheduled bank or a Foreign Bank which is counter guaranteed by a Indian nationalized / schedule bank and in the form A-14 given in Section 2.

Bank Guarantees for the Bid Security shall be valid for 225 days from the date of Opening of Bid. The Bid Security shall be made payable without any condition/demur to the Employer 'on Demand'.

The bid security may be submitted in Currency of Bid or US Dollars and if bid price is quoted in more than one currency the Bid security shall be in US Dollar.

- 17.3 Any Bid not accompanied by an acceptable Bid Security will be rejected by the Employer as non-responsive.
- 17.4 The bid securities of unsuccessful Bidders will be discharged / returned as promptly as possible, but not later than 45 days after the expiration of the period of bid validity or award of work covered under the contract Package whichever is earlier.
- 17.5 No interest will be payable by the Employer on the said amount covered by the Bid Security.
- 17.6 The Bid Security shall be forfeited, if
- a) The Bidder modifies / withdraws the Bid after Bid opening and during the period of Bid Validity;
 - b) The bidder has been found practicing corrupt or fraudulent or collusive or coercive practices during bidding process; or
 - c) The successful Bidder fails within the specified time limit to
 - (i) Sign the Contract Agreement or
 - (ii) Furnish the required Performance Security in Form B-4.
- 17.7 The Bid Security of the successful bidder will be discharged after he has signed the Agreement and furnished the required Performance Security.

18 Alternative Proposals by Bidders

- 18.1 Bidders shall submit offers that comply with the requirements of the bidding Documents. Alternatives will not be considered, unless specifically asked for by the Employer.

19 Format and Signing of Bid

- 19.1 The Bidder shall fill-in documents marked 'Original' comprising the bid as described in Clause 13 of these Instructions to Bidders.

19.2 The Documents shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to signing the bid documents on behalf of the Bidder [refer Form A-2 prescribed in Section 2 in case of single bidder and Form A-3 (Section -2) in case of bidding by a JV/Consortium] and JV agreement in Form A-4 (Section-2) shall be duly signed by all the partners of JV/Consortium. All pages of the bid shall be initialed by the person or persons duly authorized to sign the bid on behalf of the bidder as stated above.

19.3 The Bid shall contain no alterations or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the bidder in which case such corrections shall be initialed by the person or persons authorized to sign the bid.

D. SUBMISSION OF BIDS

20 Sealing and Marking of Bids

20.1 The documents comprising the bid will be submitted in stages as stated in Clause 13 of ITB as mentioned by the employer. The bids may be required to be submitted for carrying out a pre-qualification process or a post qualification process as per the exigent needs of the Employer with respect to the Work package, and shall be submitted, as per the submission schedule laid by the employer. The bid shall be submitted in **separately sealed envelopes duly marked Envelope 1, Envelope 2a, Envelope 2b and Envelope 3** and each envelope shall contain documents as stated below:

Envelope 1

The Envelope-1 will be named, marked and sealed as “**Bid Security**”. This envelope shall contain documents listed in ITB Cl. 13.1 (b), (c) & (d) and placed in separate covers as stated therein.

Envelope 2a

The Envelope-2a will be named, marked and sealed as “**Bidders Qualification**” and shall contain documents listed in ITB Clause 13.1 e.

Envelope 2b

The Envelope-2b will be named, marked and sealed as “**Techno-Commercial Unpriced Bid**”. This Envelope shall contain documents listed in ITB Cl. 13.1 (a) unpriced, (f), (h) & (i), bid addendum/corrigendum (if any) and blank formats of Bill of Quantities/Price Schedule placed in “**Bidders Copy**” (without filling any rate or amount).

Envelope 3

The Envelope-3 will be named, marked and sealed as “**Price Bid**” containing duly filled in rates and prices in format listed in ITB Cl. 13.1 (a) priced, (g) regarding Bill of Quantities/Price Schedule marked “**Original**” giving the unit price and amount against each item with grand total at the end in figures and in words. If the Bid is submitted by JV/C, the percentage share of each partner of JV/C shall be stated in the “**Price Bid**”.

20.2 The envelopes shall have following information clearly written on outside of the envelope, failing which the Employer will assume no responsibility for the misplacement or premature opening of the bid envelopes.

a) Be addressed to the Employer at the following address:

.....
.....

b) And bear the following identification:

- Bid for _____ [name of contract package]
- Bid Reference No. _____ [insert number]
- DO NOT OPEN BEFORE _____ [time and date for bid opening as per Clause 24 (ITB)]

- Name and address of the bidder.

- c) Envelope 1 shall be super scribed on top as “BID SECURITY” , Envelope 2a shall be super scribed on top as “BIDDER’S QUALIFICATION”, Envelope 2b shall be super scribed on top as “TECHNO-COMMERCIAL UNPRICED BID” and Envelope 3 shall be super scribed on top as “PRICE BID” respectively.

- 20.3 The number of envelopes as specified above shall be placed in another outer cover as specified by the Employer for single or multiple stage bidding process. The outer cover shall be sealed, marked and super scribed as per Clause 20.2 a and b.
- 20.4 The bidder has the option of sending the Bid by registered post/courier or by submitting the Bid in person, so as to reach by the date and time indicated in the Invitation for Bids (IFB). Bids submitted by cable will not be accepted. The bidder shall be responsible for timely delivery of Bids and Bids received after the stipulated date and time will not be accepted.

21 Deadline for Submission of the Bids

- 21.1 Bids must reach the Employer at the address specified above not later than...(time & date) In the event of the specified date for the submission of bids being declared a holiday by the Employer, the Bids will be received upto the appointed time on the next working day.
- 21.2 The Employer may extend the deadline for submission of bids by issuing an amendment in accordance with Clause 11 (ITB), in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will then be subject to the new deadline. Amendment will be sent to the bidders who have physically purchased the bid document and shall also be posted on the website of the Employer and separate press notification shall not be issued.

22 Late Bids

- 22.1 Any Bid received by the Employer after the deadline prescribed in Clause 21 (ITB) will be returned unopened to the bidder.

23 Modification and Withdrawal of Bids

- 23.1 Bidders may modify or withdraw their bids by giving notice in writing before the deadline prescribed in Clause 21 (ITB).
- 23.2 Each Bidder’s modification or withdrawal notice shall be prepared, sealed, marked, and delivered by him to the Employer in accordance with Clauses 19 & 20 (ITB), with the outer and inner envelopes additionally marked “MODIFICATION” or “WITHDRAWAL” as appropriate.
- 23.3 No bid shall be modified after the deadline for submission of Bids.
- 23.4 Withdrawal or modification of a Bid between the deadline for submission of bids and the expiration of the original period of bid validity in Clause 16.1 (ITB) above or as extended pursuant to Clause 16.2 (ITB) may result in the forfeiture of the Earnest Money Deposit pursuant to Clause 17 (ITB).
- 23.5 In case a bidder chooses to offer a rebate, then he may do so offering it on a percentage basis applied uniformly to all the unit rates of Bill of Quantities except those which have been stipulated by the Employer.

E. BID OPENING AND EVALUATION

24 Bid Opening

- 24.1 On the due date and appointed time as specified in clause 21 (ITB), the Employer will open envelope 1 of all bids received (except those received late) including modifications made pursuant to clause 23 (ITB) in presence of the Bidders or their representatives who choose to attend. In the event of the specified date for Bid opening being declared a holiday by the Employer, the Bids will be opened at the specified time and location on the next working day.
- 24.2 Envelopes marked "WITHDRAWAL" shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted pursuant to Clause 23 (ITB) shall not be opened. Unopened bids shall immediately be returned to the respective Bidder
- 24.3 All those Bidders, who have submitted Bids together with requisite EMD/Bid Security, will be so informed then and there. If any Bid does not contain EMD/Bid Security in the manner prescribed in the Bid documents, then that Bid will be rejected and the Bidder informed accordingly and other sealed envelope will be returned to him without opening.
- 24.4 The sealed Envelopes shall be opened in stages and in sequence as required by the Employer for the eligible bidders for evaluation of bids and award of Contract.
- 24.5 The Price Bid contained in Envelope-3 shall be opened by the Employer on a later date in the presence of the Bidders who may like to be present. The time, date and venue for opening of the Price Bid shall be intimated to the Bidders by fax, letter & notifying on Employer's Website in due course. The Bidders' name, their Price Bids, the total amount of each Bid, any discounts, and such other details as the Employer may consider appropriate, will be announced by the Employer at the Price Bid opening. Any Bid Price, discount, which is not read out and recorded at Price Bid opening, will not be taken into account in Bid evaluation.

25 Clarification of Bids

- 25.1 To assist in the examination and comparison of Bids, the Employer may, at his discretion, ask any Bidder for clarification of his Bid, including breakdown of unit rates of items of BOQ. The request for clarification and the response shall be in writing or by cable, but no change in the price or substance of the Bid shall be sought or offered or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Bids in accordance with Clause 27 (ITB).
- 25.2 Subject to sub-clause 25.1 above, no Bidder shall contact the Employer on any matter relating to his Bid from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring some information to the notice of the Employer, he should do so in writing.
- 25.3 Any effort by the Bidder to influence the Employer's bid evaluation, bid comparison or contract award decisions, may result in the rejection of his bid.

26 Examination of Bids and Determination of Responsiveness

- 26.1 Prior to detailed evaluation of Bids, the Employer will determine whether each Bid; (a) meets the eligibility criteria defined in ITB Clause 3 and; (b) it has been properly signed by an authorized signatory (accredited representative) holding Power of Attorney in his favour as defined in ITB Clause 4.1; (c) is accompanied by the required EMD/Bid Security and; (d) is responsive to the requirements of the Bidding documents.

- 26.2 A responsive Bid is the one which conforms to all the terms, conditions and specification of the Bidding documents including time for completion, without material deviation or reservation. A material deviation or reservation is the one which (a) affects in any substantial way the scope, quality or performance of the Works; (b) limits in any substantial way, 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 responsive Bids.
- 26.3 If a Bid is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.
- 26.4 The Employer may waive any minor non-conformity or irregularity in a bid that does not constitute a material deviation and that does not prejudice or affect relative ranking of any bidder.

27 Correction of Errors

- 27.1 Bids determined to be responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:
- a) Where there is a discrepancy between the rates in figures and in words, the rate in words will govern; and
 - b) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.
- 27.2 The amount stated in the Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and shall be considered as binding upon the bidder. If the Bidder does not accept the corrected amount, his Bid will be rejected, and the EMD/Security Deposit may be forfeited in accordance with sub-clause 17.5(c) of ITB.

28 Evaluation and Comparison of Bids

- 28.1 The Employer will evaluate and compare only the Bids determined to be responsive in accordance with clause 26 of ITB.
- 28.2 In evaluating the Bids, the Employer will determine for each Bid, the evaluated Bid Price by adjusting the Bid Price as follows:
- a) Making any correction for errors pursuant to Clause 27
 - b) Making appropriate adjustments to reflect discounts or other price modifications offered in accordance with Sub Clause 14.2 and 23.2
 - c) Converting the amount to a single currency in accordance with Clause 15.2;
- 28.3 If the Bid of the successful Bidder is seriously unbalanced i.e. extra ordinary low / high priced in relation to the Employer's estimate of the cost of work to be performed under the contract, the Employer may require the Bidder to produce detailed price analysis for any or all items of the BOQ/PS, to demonstrate the internal consistency of those prices with the implementation/construction methodology and schedule proposed.
- 28.4 Requirement of submission of price analysis from the successful Bidder shall be complied with by him and submitted to the Employer's Representative or his nominee within fifteen days from the date of such notice issued by the Employer's Representative or his nominee failing which his bid would be treated as non responsive.
- 28.5 After evaluation of price analysis, taking into consideration the schedule of estimated payments, the Employer may require that the amount of the Performance Security set forth in Clause 33(ITB) 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.

29 Employers right to Accept or reject bids.

29.1 Notwithstanding Clause 28 above, the Employer reserves the right to accept or reject any Bid, and to annul the bidding process and reject all bids, at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the Employer's action.

F. AWARD OF CONTRACT

30 Award Criteria

30.1 After evaluating the bids, the Employer shall award the Contract to the Bidder at his quoted price, including any discounts or corrections and whose Bid has been determined to be responsive to the Bidding documents and who has the lowest evaluated Bid Price which has been found reasonable, provided that such Bidder has been determined to be (a) eligible in accordance with the provisions of Clause 3 of ITB, and (b) qualified in accordance with the provisions of Clause 4 of ITB.

30.2 The Employer shall make all efforts to award the contract within the period of Bid validity.

31 Notification of Award.

31.1 The Notification of award of contract shall be according to the provisions of this clause onwards.

31.2 The Bidder whose Bid has been accepted will be notified of the award by the Employer prior to expiration of the Bid validity period by cable/Fax and confirmed by registered letter. This letter issued in Form B-1 at Section-II (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") will state the sum that the Employer will pay to the Contractor in consideration of the execution, & completion of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price"). The successful bidder (hereinafter called the 'Contractor') shall acknowledge and submit a signed copy to the Employer immediately on receipt of the 'Letter of Acceptance'.

32 Signing of Contract Agreement.

32.1 The Employer and the successful bidder shall enter into a Contract Agreement (the Form of Agreement is placed at Section-II Form B-2) within 28 days after the successful bidder (hereinafter called the Contractor) receives the Letter of Acceptance, unless they agree otherwise, subject to furnishing the performance security as laid down in ITB Clause-33 before signing the Agreement with the Employer.

32.2 Upon issue of 'Letter of Acceptance' to the successful Bidder, the Employer will promptly notify the other Bidders that their Bids have been unsuccessful and release their Earnest Money Deposit/Bid Security.

33 Security Deposit (Performance Security & Retention Money)

- 33.1 Security Deposit shall consist of two parts, (a) Performance Security which is to be submitted upon award of work, and (b) Retention Money to be recovered from monthly Running Bills or Mile stone linked payments.
- 33.2 Performance Security shall be 5 % of Contract Price and shall be submitted as Bank Guarantee, or any other form of deposit stipulated by the Employer, within 28 days of receipt of Letter of Acceptance. If the performance security is provided by the successful Bidder in the form of a Bank Guarantee, then (a) the performance bank guarantee expressed in Indian rupees shall be issued by an Indian Nationalized /Scheduled Bank or Foreign Bank notified as Scheduled Bank under the provisions of the "Reserve Bank of India Act" through any of its branches in India and (b) The Bank Guarantees in currency other than INR (Indian Rupee) shall be acceptable only if these are issued by an International Bank of repute situated outside India (to be confirmed by their Branch in India or by any Scheduled Bank in India) or by an Authorized dealer in India as per guidelines issued by RBI(Reserve Bank of India) from time to time.
- 33.3 Failure of the successful bidder to comply with the above stated requirements of ITB clause 32 & 33 shall constitute a cause for annulment of the award, forfeiture of the EMD/Bid Security, and any other such remedy the Employer may take under the provisions of the contract.
- 33.4 Retention Money should be deducted @ 5 % from each Running Bill. If expressly required by the contractor in writing & agreed by the Employer, the retention money can be converted as Bank Guarantee from progressive deductions from Contractor's running bills with each Bank Guarantee of Minimum value of Rs. 10 lakhs.
- 33.5 The Contractor shall extend the validity of the Bank Guarantees issued against security deposit, if so requested by the Employer due to delay in operational acceptance of performance of the unit/works at least 30 days before the expiry of the "period of validity" of each of the Bank Guarantee thereof.
- 33.6 The security deposit shall be released on successful completion of Defect Liability Period.
- 33.7 In case of JV/Consortium, all the partners shall have to submit the performance security deposit individually, aggregating to the total sum of 5% of Contract Price. The value of individual guarantees submitted shall correspond to each partner's share in the JV.

34 Permanent Account Number (PAN)

Within 28 days from the date of issue of the Letter of Acceptance, the successful bidder shall furnish to the Employer his Permanent Account Number (PAN no.) issued by the Income Tax Authorities in India. No payment shall be made to the contractor unless he submits his Permanent Account Number.

35 Advance Payments

The Employer will provide an interest bearing Advance Payment against Bank Guarantee of equal amount to the Contractor as stipulated in the Conditions of Contract, subject to maximum amount, as stated in the Contract Data, Section 4.

36 Corrupt or Fraudulent Practices

36.1 The Employer requires that Bidders/Suppliers/Contractors under this contract, observe the highest standard of ethics during the procurement and execution of this contract. In pursuance of this policy, the Employer:

- a) Will reject a proposal for award of work if he determines that the Bidder recommended for award has engaged in corrupt* or fraudulent** or collusive*** or coercive**** practices in competing for the contract in question.
- b) Will declare a Bidder ineligible, either indefinitely or for a stated period of time, for award a contract/contracts or continuing with it after award if he, at any time, determines that the Bidder has engaged in “corrupt or “fraudulent” or “collusive” or “coercive” practices in competing for, or in executing, the contract.

* “**corrupt practice**” means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution;

** “**fraudulent practice**” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition;

*** “**collusive practice**” means a scheme or arrangement between two or more bidders, with or without the knowledge of the Employer, designed to establish bid price at artificial, non-competitive levels;

**** “**Coercive practice**” means harming or threatening to harm, directly or indirectly, person or their property to influence their participation in the tendering process or affect the execution of a contract.

36.2 Furthermore, Bidders shall be aware of the provision regarding forfeiture of Earnest Money Deposit stated in ITB Clause 17.6 Section 1.

36.3 Bidders or each member partner of the Joint Venture / Consortium shall not be involved/listed and/or charged for “corrupt” or “fraudulent” or “collusive” or “coercive” practices issued by Govt. of India or any foreign govt. / State Govt. / Government Depts. / PSUs / World Bank / Asian Development Bank or ineligibility thereof in accordance with ITB Clause 36.1. Bidders/each member partner of JV shall submit a declaration in this regard in Form ‘A-15’ Section 2.

37 Conciliator

The employer proposes that _____(Name of the conciliator)_____ is appointed as institutional conciliator under the contract. (This clause shall be decided on finalization of GCC clause 24 & 25 of Section 3 Part I).

SECTION -2

Part I QUALIFICATION INFORMATION

Part II FORMS OF BID AND CONTRACT

Part III INFORMATION FOR BIDDERS

PART I - QUALIFICATION INFORMATION

1. INFORMATION REGARDING QUALIFICATION OF BIDDERS

The following information shall be furnished by duly filled in prescribed forms by the Bidder/each partner of the joint venture which will be used for purposes of establishing their eligibility & pre-qualification for consideration of their Bid for the works as provided for in Clause 3 & 4 of the Section 1, Instructions to Bidders(ITB). This information, being Pre-Bid activity, will not be incorporated in the Contract but if later, the furnished information is found to be incorrect and untrue due to willful misstatement, it may lead to disqualification before award or terminating the Contract with execution of balance works at the risk and cost of the Contractor after award of the Works.

1.1 Constitution or legal status of Bidder
(Attach copy)

- Place of registration & Name Of the Country: _____
- Principal place of business _____
- Power of attorney for signatory of Bid (Attach in Form No. A-2, Part II, Section 2 for individual Bidder and in Form No. A-3, Part II, Section 2 for each member partner of Joint Venture/Consortium)

1.2 Total Monetary Value of works performed for each of the last fifteen financial Years:

Details to be furnished in Form No, A-5, Part II, Section 2. The Employer shall mention the desired specific nature of work for which pre-qualification has been sought.

(In Rs. Crores)				
Works Particulars	Financial Year	Contract (exchange rate adopted as on date of award of work	Sum rate upto date of	Value of Work after indexation @ 5% p.a. upto date of issue of IFB

1.3 Works performed as prime contractor (in the same name) or lead partner of JV on works * of a similar nature (generally kept in the range of 60 to 80 % of the project requirement of important/key structures (dia., length, height , excavation/concrete rate/quantity, size etc. be specified) over the last fifteen years (* *). Details to be furnished in Form No. A-6, Part II, Section 2.

Name of the Project	Name of Employer and address	Description of the works	Contract No./ date	Value (Rs. Crores adopting exchange rate as on date award)	Date of issue of work order	Stipulated period of completion	Actual date of completion	explain reasons for delay
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)

* Attach Certificate(s) from the Employer's Representative or his nominee(s).

** The beginning and end date to be adopted for evaluation should fall within the preceding 15 years reckoned from the date of opening of bid immediately preceding the financial year in which bids are received.

Attach certificate from Chartered Accountant

1.4 Information on Bid Capacity (works for which bids have been submitted and works which are yet to be completed) as on the date of this bid.

(A) Existing commitments and on-going works: Details to be furnished in Form No. A-7, Part II, Section 2.

Description of work	Place & State	Contract No. & Date	Name and Address of Employer	Value of Contract (Rs. in Crores)	Stipulated period of Completion	Value of works* remaining to be Completed (Rs. In Crores)	Anticipated date of completion
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)

* Attach certificate(s) from the Employer's Representative

- 1.5 The following items of Contractor's Equipment are essential for carrying out the works. The Bidder should list all the information requested below. Refer also to Clause 4.3 of ITB. Bidder to furnish qty., capacity and type of Construction Equipment required for execution of Works within the Time for Completion as per construction Methodology of the Bidder. Details to be furnished in Form No. A-9, Part II, Section 2.

Equipment availability/proposal for mobilization at site

Equipment Item	Requirement No./ Capacity	Mobilization schedule w.e.f. start date	Owned/leased/to be procured	Nos / Capacity	Age / Condition	Remarks (From Whom to be purchased/Leased)
*	*	*				
*	*	*				

* To be furnished by Employer.

- 1.6 Qualifications and experience of key personnel proposed for administration and execution of the Contract. Attach biographical data. Refer also to Clause 4.4 of instructions to Bidders and GCC Clause 9.1 of the Conditions of Contract. Details to be furnished in Form No. A-10, Part II, Section 2.

Position	Name	Qualification	Years of Experience (General)	Years of experience in the proposed position
Project Manager				
Section Heads				
- Civil				
- Mechanical				
- Electrical				
- Planning & monitoring				
- MIS				
- QA / QC				
Labour welfare officer				
Environmental Officer				
- Administrative Officer				

1.6(a) Indicate number of workers skilled & certified to be employed at the Project site.

Refer also to Clause 4.4 of ITB, Section 1.

1.7 Financial reports for the last five years: balance sheets, profit and loss statements, auditors' reports (in case of companies/ corporation) etc. Details to be furnished in Form No. A-11.

1.8 Evidence of access to financial resources to meet the qualification requirements: cash in hand, lines of credit, etc. List them below and attach copies of supporting documents viz. cash credit limits and Bank Guarantee limits as per Clause 3.5 vii of ITB.

1.9 Name, address and telephone, telex and fax numbers of the Bidders' bankers who may provide references if contacted by the Employer

1.10 Brief information on arbitration/litigation history in which the Bidder is involved. Details to be furnished in Form No. A-12, Part II, Section 2.

Name of party(ies) Employers	of /	Cause of dispute	Amount	Remarks (current Status)

(The employer shall decide the mechanism to take an objective decision regarding suitability of the bidder)

1.11 Proposed sub-contracts and Parties to perform as subcontractors and who have furnished letter of undertaking in Form No. A-13, Part II, Section 2. {(Refer ITB Clause 4.9)}

Sections Of the works	Value of sub-contract	Sub-contractor(name and address)	Experience in similar works

In case a bidder / JV has been qualified for any of the work on the credentials of a proposed sub-contractor of the bidder/ JV partner(s), he shall also be required to submit an undertaking from the proposed subcontractor as per **Form A-13, Part II, Section 2.**

1.12 Proposed work methodology and schedule of construction. The Bidder should attach bar charts for proposed planning and scheduling activities in respect of engineering, procurement of materials & construction equipments; their transportation to site, proposed methodology & construction programme to comply with quality achievement requirements of the Works execution and fixing milestones for achieving completion targets. [Refer ITB Clause 4.10]

2. ADDITIONAL REQUIREMENTS

2.1 Bidders should provide any additional information required to fulfill the requirements of Clause 4 of the Instructions to the Bidders, if required for the necessity of the project.

2.2 The Employer shall decide the mechanism to take an objective decision regarding suitability of the bidder

PART II - FORMS OF BID AND CONTRACT

TABLE FOR FORMS OF BID / CONTRACT

A. PRE-BID FORMS

S. No.	Form No.	Description	Page No.
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B. POST -BID FORMS

S. No.	Form No.	Description	Page No.
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PART III - INFORMATION FOR BIDDERS (INFB)

1. Introduction

Following information and data for site related characteristics & logistics including geo-technical details are being furnished in respect of this project.

- 1.1 General description of the project

2. Description of Project Components

- 2.1 Dam and Head works
 - Spillway & Energy dissipation
 - River Diversion
- 2.2 Power Waterways
 - 2.2.1 Intake Structure
 - 2.2.2 Head race tunnel
 - 2.2.3 Surge shaft and Pressure Shaft
 - 2.2.4 Waterways downstream of units
- 2.3 Power House

3. Salient features of the project

LOCATION

State
District
River
Location of Dam & Power House
Nearest Rail head
Nearest Airport

HYDROLOGY

Name of River
Catchment area at diversion site
Snow catchment (out of total)

DIVERSION TUNNEL

Location of Diversion Tunnel
Invert EL of DT at Inlet
Invert EL of DT at Outlet
Diversion Discharge
Diameter of Diversion Tunnel
Shape of Diversion Tunnel
Length of Diversion Tunnel
Diversion Tunnel Gates Nos. & Size
Width of pier
Sill elevation

COFFER DAMS

Location of u/s coffer dam
Location of d/s coffer dam
Top of u/s coffer dam
Top of d/s coffer dam

DAM

Type
Dam Top
Minimum river bed level at dam site
Dam height above River Bed
Deepest Foundation Level
Dam Height above Deepest Foundation

Level
Length of Dam at Top

SPILL WAY

Type
Design Flood
Width of spillway
Nos. of Bays
Crest of Spillway
Width of each day
Regulation gates
Spillway Stop logs
Energy Dissipation System

RESERVOIR

FRL / MDDL
River Bed Slope
Reservoir area at FRL
Gross storage at FRL/MDDL
Live Storage
Length of reservoir

INTAKE

No. & Size of Bell mouth entry
Invert Level at Inlet
Bulk head gate (Opening)
Service gate (Opening)
Trash Rack

HEADRACE TUNNEL

No.
Size & type
Design Discharge
Length of HRT

U/S SURGE SHAFT

Nos., Type & Size
Height

PRESSURE SHAFT

Number, Size & Shape
Design Discharge
Total Length

POWER HOUSE COMPLEX

Location
Type
Installed Capacity
Size of Power House Cavern
Size of Transformer Cavern
Nos. and size of draft tube gates
Type of Turbine
Generating units
Net head available
Type of switchgear
Size of pothead yard

Main Access Tunnel

Shape and Size
Length

Cable Tunnel
Size of Tunnel
No.
Length

TAIL RACE TUNNEL

Branch Tunnels
Nos. & Size
Length

Main Tunnels
Nos. & Size
Length of TRT

POTHEAD YARD
Size

POWER GENERATION

Installed capacity
Annual energy generation in 90% dependable
year at 95% machine availability.

4. Access to the project area

- 4.1 Road Access
- 4.2 Rail Access
- 4.3 Air Access
- 4.4 Principal Access Road to the Site
- 4.5 Access Roads within the Project Area

5. Local Facilities and Services in the project Area

- 5.1 Availability of Land for Contractor's Infrastructure
- 5.2 Details About the Identified Dumping Areas
- 5.3 Details of Available Construction Materials and Quarries for Extraction of Coarse and Fine Aggregates.
- 5.4 Identified Source of Water Supply for Contractor's Use
- 5.5 Arrangements for Construction Power for Contractor's Use for Main Works and their Establishment
- 5.6 Communication Facilities Available
- 5.7 Details About Local Taxes Including Works Contract Taxes leviable in the State where Project is located.
- 5.8 Availability of Nearest Fuel Station
- 5.9 Explosive magazine

6. Hydrology

- 6.1 Physiography
- 6.2 Climate
- 6.3 Runoff
- 6.4 Floods
 - 6.4.1 Diversion Flood
 - 6.4.2 Spillway Design Flood
- 6.5 Rating curves
- 6.6 Sediment

7. Geology

Regional Geology
Structure

Seismicity
 Geological & Geotechnical Investigations
 Methodology & Extent of Investigations Undertaken by Employer
 Regional Geological Studies
 Topographical Survey

Sl.No.	Project Components	Scale	Contour Interval
	Geological Mapping		
	Exploratory Drilling		
	Permeability Tests		
	Exploratory Drifts		
	Rock Mechanic Testing		
	Seismic Studies		
	Petrographic Studies		
	Site Geology		
	Dam Complex		
	Right Bank		
	Riverbed		
	Left Bank		
	Diversion Tunnel		
	Coffer Dams		
	Head Race Tunnel		
	Surge Shaft & Pressure Shaft		
	Power House		
	Main Access Tunnel		
	Cable Tunnel & Pot Head Yard		
	Tailrace Tunnel		

8. Construction Materials

- 8.1 Requirement of construction material
- 8.2 Rock quarries
- 8.3 Impervious soil
- 8.4 Conclusion

Table 1	Details of investigated rock Quarries / Borrow areas
Table 2	Test Results of Coarse Aggregate samples from Rock Quarry
Table 3	Test Results of Fine Aggregate Samples from Rock Quarry
Table 4	Test Results of Coarse Aggregate Samples from Excavated Material of Power House Area
Table 5	Test Results of Fine Aggregate Samples from Excavated Material of Power House Area
Table 6	Test Results of Coarse Aggregate Samples from Dam Abutment Rock Excavation
Table 7	Test Results of Fine Aggregate Samples from Dam Abutment Rock Excavation
Table 8	Test Results of Samples from Impervious Soil Deposit
Table 9	Gradation Analysis of Samples from Impervious Soil Deposit

SECTION 3

CONDITIONS OF CONTRACT (COC)

Part - I GENERAL CONDITIONS OF CONTRACT (GCC)

Part - II SPECIAL CONDITIONS OF CONTRACT (SCC)

GENERAL CONDITIONS OF CONTRACT

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PART I - GENERAL CONDITIONS OF CONTRACT (GCC)

A. GENERAL

1. DEFINITIONS

1.1. Parties and Persons

- 1.1.1. **“Employer”** means the party who will employ the Contractor to carry out the Works and is named as Employer in the Contract Agreement. This would include the legal successors and assigns in title to such party.
- 1.1.2. **“Contractor”** means a person (or corporate body or JV/Consortium) whose bid to carry out the Works has been accepted by the Employer and any legal successor in title to such person.
- 1.1.3. **“Employer’s Representative” or “Engineer-in-Charge” or “Engineer”** means the person named by the Employer in the Contract Data (or any other person appointed and notified to the contractor to act in his replacement) who is responsible for supervising the work being performed by the Contractor and administering the contract.
- 1.1.4. **“Employer’s Representative’s nominee” or “Engineer-in-Charges’ Nominee” or “Engineer’s Nominee”** means the person appointed from time to time by Employer’s Representative/Engineer-in-charge/Engineer.
- 1.1.5. **“Contractor’s Representative”** means the person named as such in the Contract holding the power of attorney, for and on behalf of the Contractor and appointed from time to time by the Contractor.
- 1.1.6. **“Subcontractor”** means any person or corporate body named in the Contract or having been nominated post award of the work for execution of specific assignments/works, designated by the Contractor, with the consent of the Employer, as a subcontractor, manufacturer or supplier for a part of the Works, and any legal successor in title to such person.

1.2. The Contract and Documents

- 1.2.1. **“Contract”** means the contract between the Employer and the Contractor to execute and complete the Works. It consists of the documents listed in Clause 2.3 of GCC.
- 1.2.2. **“Contract Data”** means the documents and other Data/information/ commitments of Employer and Contractor which comprise the Contract.
- 1.2.3. **“Contractor’s Bid”** means the completed bidding documents submitted by the Contractor to the Employer including priced offer to the Employer for execution and completion of the Works.
- 1.2.4. **“Letter of Acceptance”** means the formal acceptance of the Employer of the Bid/Tender.
- 1.2.5. **“Contract Agreement”** means the executed Contract Agreement between the Contractor and the Employer.
- 1.2.6. **“Specification”** means the Specification of the Works included in the Contract and any modification or addition made or approved by the Employer.
- 1.2.7. **“Construction Drawings”** means all drawings, calculations and technical information of a like nature provided by the Employer to the Contractor under the Contract and all drawings, calculations, samples, models, operation and maintenance manuals and

other technical information of a like nature submitted by the Contractor and approved by Employer's Representative.

- 1.2.8. **"Tender Drawings"** means all drawings provided by the Employer to the Contractor and included in the Contract .
- 1.2.9. **"Bill of Quantities (BOQ)"** means the priced and completed Bill of Quantities forming part of the Bid/Tender.
- 1.2.10. Throughout these bidding documents, the term "bid" and "tender" and their derivatives (bidder/tenderer, bid/tender, bidding/tendering, bidding document/tender document etc.), Bill of Quantity / Schedule of Quantity / Price Schedule & Schedule of items; Bid Security / Earnest Money Deposit. Singular also means plural, unless these are repugnant to the context.

1.3. Dates, Times and Periods

- 1.3.1. **Days** are calendar days.
- 1.3.2. **"Base Date"** means the date 28 days prior to the last date for submission of the Price Bid/Tender for acceptance by the Employer.
- 1.3.3. **"Start Date" or "Commencement Date"** means the date of issue of the "Letter of Acceptance" by the Employer to the Contractor.
- 1.3.4. **"Time for Completion"** means the time for completion for whole of the Works or for a section of Works (as the case may be), and passing the tests on completion certified by the Employer calculated from the Commencement Date. This shall include all authorized extensions granted by the Employer under the Contract.

1.4. Tests and Completion

- 1.4.1. **"Tests for Completion"** means the tests specified in the Contract and any other tests as may be agreed by the Employer's Representative and the Contractor or instructed in writing as a variation, which are to be carried out before the Works or any Section of Works are taken over by the Employer.
- 1.4.2. **"Completion Certificate"** means the certificate issued under GCC Clause 52.
- 1.4.3. **"Tests after Completion"** means the tests specified in the Contract which are to be carried out after the Works or any Section of Works has been taken over by the Employer.
- 1.4.4. **"Performance Certificate"** means the certificate issued accepting the Contractor's performance on the Works issued under Sub-Clause 54/60.1 of GCC.

1.5. Money and Payments

- 1.5.1. **"Contract Price"** is the price stated in the Letter of Acceptance.
- 1.5.2. **"Local Currency"** means the currency of the country, where the works are being performed.
- 1.5.3. **"Foreign Currency"** means a freely convertible currency, named in the Bid/Tender as a currency in which part of the Contract Price is payable, but not the Local Currency.

1.6. Other Definitions

- 1.6.1. **"Works"** means the Permanent Works and the Temporary Works or either of them as appropriate.

- 1.6.2. **“Permanent Works”** are the works, which the Employer requires the Contractor to construct, install and handover to the Employer as defined in the Contract Data.
- 1.6.3. **“Temporary Works”** are works designed, constructed, installed and removed by the Contractor which are needed for construction or installation of the Works and the remedying of any defects therein.
- 1.6.4. **“Section”** means a part of the Works specifically identified in the Contract as a Section.
- 1.6.5. **“Plant”** means any integral part of the Permanent Works which is to have mechanical, electrical, electronic, chemical or biological functions.
- 1.6.6. **“Contractor’s Equipment”** or **“Construction Equipment”** or **“Equipment”** means the Contractor’s machinery, appliances and vehicles brought temporarily to the Site to construct the Works, but does not include plant, materials or other things intended to form or forming part of the Permanent Works.
- 1.6.7. **“Site”** is the area/places provided by the Employer where the Works are to be executed and any other places/areas specifically designated in the Contract as forming part of the site.
- 1.6.8. **“Site Investigation Reports”** are those which were included in the bidding documents and are factual interpretative reports about the surface and sub-surface conditions of the site.
- 1.6.9. **“Materials”** are all supplies, including consumables, used by the Contractor for incorporation in the Works.
- 1.6.10. **“Variation”** means any alteration and/or modification instructed by the Employers a variation under clause 38 of GCC.
- 1.6.11. **“Defect”** means any part of the Works not completed or those which are non performing in accordance with the Contract.
- 1.6.12. **“Defects Liability Period”** is the period, through which the performance of the work is established and is as mentioned in the Contract Data (GCC 33).
- 1.6.13. (a) **“Force Majeure”** are the situations as defined in Clause 10.2 of GCC .
(b) **“Compensation Events”** are the situations as defined in Clause 11 of GCC.
- 1.6.14. **“Trained Work Persons”** are those employed / proposed to be employed persons by the Contractor at the Works Site, who have participated and are in possession of a valid Competency Certificate through a programme run under the auspices of the State Technical Board or Ministry of Labour, Government of India.

2. INTERPRETATION

- 2.1. In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined.
- 2.2. If sectional completion dates are specified in the Contract Data, the completion date shall apply to specified Section of the Works (other than references to the Completion Date for the whole of the Works).
- 2.3. The documents stated below form part of the Contract and are meant to compliment each other. However, in the event of any conflict arising between the provisions of various documents, the documents shall take precedence in the order provided below:
- (a) Contract Agreement (if completed)

- (b) Letter of Acceptance
- (c) Contract Data
- (d) Special Conditions of Contract
- (e) General Conditions of contract
- (f) Specifications
- (g) Bill of quantities
- (h) Tender Drawings
- (i) Contractor's Bid
- (j) Any other documents listed in the Contract Data as forming part of the Contract.

- 2.4. The words incorporating person(s) or party(parties) shall include firms, corporations, Joint Ventures, consortium, Government entities and other bodies whether incorporated or not but having legal entity.
- 2.5. One copy of Contract shall be kept by the Contractor on the Site in good order and the same shall at all reasonable time be available for inspection and use by the Engineer-in-Charge, his representatives or by other inspecting officers.
- 2.6. None of these documents shall be used by the Contractor for any purpose other than this Contract.
- 2.7. Notwithstanding the division of the Contract into several contract documents, every part of each document shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the Contract so far as it may be practicable to do so.
- 2.8. All headings and marginal notes to the Clauses(s) of the General Condition or to any other document forming part of the Contract are solely for the purpose of giving a concise indication of the general subject matter thereof and not a summary of the contents thereof, and they shall never be deemed to be part thereof or be used in the interpretation or construction thereof.
- 2.9. Wherever it is mentioned in the Contract that the Contractor shall perform certain work or provide certain facilities or services, it is understood that the Contractor shall do so at his cost and the Contract Price shall be deemed to have included the cost of such performances and provisions so mentioned.
- 2.10. In the Contract, except where the context requires otherwise the provisions including the word 'agree', 'agreed' or 'agreement' require the agreement to be recorded in writing and 'written' or 'writing' means hand-written, type-written or printed and resulting in a permanent record.

3. LANGUAGE AND LAW

- 3.1. **"Language"**: The ruling language of the Contract and language for communication shall be 'English'.
- 3.2. **"Governing Law"**: The Contract shall be governed by the laws of the Country. The country unless otherwise stated in the Contract Data shall be India.

4. EMPLOYER'S REPRESENTATIVE OR HIS NOMINEE'S DECISIONS

- 4.1. The persons, duly named in the Contract Data as Employer's Representative, will decide contractual matters between the Employer and the Contractor in the role representing the Employer.
- 4.2. Except where otherwise specifically stated, the Engineer-in-Charge as mentioned in the Contract Data shall be the Employer's Representative who shall be responsible for supervising the work being performed by the Contractor and administering the Contract.
- 4.3. The Employer's Representative/Engineer-in-Charge may delegate any of the duties and responsibilities to other people (Employer's Representative's nominee / Engineer-in-Charges' nominee) after notifying the Contractor and may cancel any such delegation after notifying the Contractor.

5. SECURITY DEPOSIT:

5.1. The Security Deposit shall comprise following :

(i) Performance Security Deposit to be furnished by the Contractor at the time of Award of Work.

(ii) Retention Money to be recovered from running bills of the Contractor.

5.2. The Contractor within 28 (Twenty eight) days from the date of issue of Letter of Acceptance, shall furnish a Performance security deposit of 5% (five percent) of the Contract Price for due performance of Contract, in any one of the following forms:

(a) Demand draft on any Nationalised/scheduled Bank of India in the name of Employer; or

(b) In the form of a bank guarantee, as stipulated by the Employer in the Contract. The Performance Security shall be denominated in the types and proportions of currencies in which the Contract Price is payable. The Performance Security of a joint venture shall be in the name of individual partner of Joint Venture in proportion of its participation share. The Performance Bank Guarantee for the amounts expressed in Indian Rupees shall be issued by an Indian Nationalised / Scheduled Bank or a Foreign Bank notified as a Scheduled Bank under the provisions of the 'Reserve Bank of India Act' through any of its Branches in India. The Bank Guarantees in currencies other than INR shall be acceptable only if these are issued by an International Bank of repute situated outside India (to be confirmed by their Branch in India or by any Scheduled Bank in India) or by an Authorised dealer in India as per guidelines issued by the RBI from time to time.

In addition to this, the Sub-contractors named in the Contract, for due compliance of Joint Deed of Undertaking shall submit separate bank guarantee within a period of 28 days from date of issue of Letter of Acceptance equivalent to 10% of the sub-let works identified in the Contract for faithful performance of such sub-let works in the respective currencies in the form acceptable to the Employer. The Sub-contractor's bank guarantees shall remain valid upto end of completion of Works covered in the scope of the sub-contractor.

5.3. Retention money shall be deducted by the Engineer-in-Charge from each running bill of the Contractor @ 5% (five percent) of the total value of each bill of the work done (including those of price variation and variation) towards Security Deposit.

5.4. If the Contractor expressly requests in writing, he will be permitted to convert the amount of Retention Money deducted from his running bills into Bank Guarantee as per prescribed proforma. Minimum value of each Bank Guarantee shall be Rs. 10 Lakhs.

5.5. Without limitation to the provisions of the preceding paragraph, whenever the Engineer-in-Charge determines an addition to the Contract Price as a result of a change in cost and/or legislation or as a result of a variation amounting to more than 25 percent of the portion of the Contract Price payable in a specific currency, the Contractor, at the Engineer-in-Charge's written request, shall promptly increase the value of the Security Deposit in that currency by an equal percentage. In case of Joint Venture, the value of Security Deposit shall be got enhanced by individual partners of JV in the proportion of their participation share.

5.6. All compensation or other sums of money payable by the Contractor to the Employer under the terms of this Contract or any other contract or on any other account whatsoever, may be deducted from Security Deposit . Also in the event of the Contractor's Security Deposit being reduced by reasons of such deductions, as aforesaid, the Contractor shall, within 14 days of receipt of notice of demand from the Engineer-in-Charge, make good the deficit in Security Deposit.

5.7. Should there arise any occasion under the Contract due to which the periods of validities of Bank Guarantees as may have been furnished by the Contractor from time to time, are required to be extended/renewed, the Contractor shall get the validity periods of such guarantees extended/renewed, and furnish these to the Engineer-in-Charge one month before the expiry date of the aforesaid Guarantees originally furnished failing which the existing Bank Guarantees shall be invoked by the Engineer - in - charge. Also in case of any

deficit in securities on any account as might occur or is noticed, the Contractor shall forthwith recoup/replace the same with acceptable Security Deposit.

5.8. Bank Guarantees as aforesaid shall be valid till the date of expiry of Defects Liability Period under the Contract.

5.9. The Security Deposit less any amount due shall, on demand, be returned to the contractor after 14 days of expiry of Defects Liability Period. No interest on the amount of Security Deposit shall be paid to the Contractor at the time of release of Security Deposit as stated above.

6. COMMUNICATIONS

6.1. Communications between the parties to be given under the Contract shall be effective only when in writing and shall be sent by personal delivery, airmail post, special courier, facsimile or email to the address of the relevant party set out in the Contract. Communications shall be deemed to include any approvals, consents, instructions, notices, orders, amendment to the Contract and certificates to be given under the Contract.

7. JOINT VENTURE

7.1. Where the Contractor is a Joint Venture / Consortium of two or more persons or Corporate Bodies, having duly entered into a formal Joint Venture agreement, all such entities shall be jointly and severally liable to the Employer for fulfillment of the terms of Contract and satisfactorily completing the task as per the Contract. Such entities shall designate one of them to act as leader with authority to bind the Joint Venture / Consortium and each of its members. The composition or the constitution of the Joint Venture / Consortium shall not be altered without the prior written consent of the Employer.

8. SUBCONTRACTING

8.1. Except where expressly specified in the Contract, the Contractor shall not subcontract any portion of Work without the approval of the Employer's Representative. Any subcontracting shall not relieve the Contractor from any contractual obligations or responsibility under the Contract.

8.2. The Contractor shall not be required to obtain consent for a subcontract for which the name of the subcontractor and scope of works activities to be performed by him is already stated in the contract or supply of material or engagement of labour.

8.3. If the Contract Data or SCC (Special Conditions of Contract) specifies major items of supply or services and a list of approved Subcontractors/Vendors against each item, the Contractor shall strictly adhere to select and employ its subcontractors/Vendors from those designated by the Employer for procurement of goods and/or services for such major items. However, under extra-ordinary circumstances, Contractor may request Employer for change of subcontractors/vendors giving sufficient reasons and credentials for evaluation by the Employer for approval within reasonable time so as not to impede the progress of work in the concerned section.

8.4. Other contractors

8.4.1. The Contractor shall, in accordance with the requirements of the work as decided by the Engineer-in-Charge, afford all reasonable facilities to other contractors engaged contemporaneously on separate contracts and for departmental labour and labour of any other properly authorised authority or statutory body which may be employed at the Site for execution of any work not included in the Contract or of any contract which the Employer may enter into in connection with or ancillary to the Works. In all matters of conflict of interest, the Engineer-in-Charge shall direct what compromise should be made and his decision shall be final and binding on the parties.

8.4.2. If, however, pursuant to Sub-Clause 8.4.1 the Contractor shall, on the written request of the Engineer-in-Charge:

(a) make available to any such other contractor, or to the Employer or any such

authority, any roads or ways the maintenance of which is the responsibility of the Contractor ,

- (b) permit the use, by any such, of Temporary facilities or Contractor's Equipment on the Site, or
- (c) provide any other service of whatsoever nature for any such purpose as stated above,

The Engineer-in-Charge shall determine the payment admissible to the Contractor for the services provided under GCC clause 8.4.2 (b) & (c) above to the other contractors of Employer as the case may be.

9. PERSONNEL

9.1. The Contractor shall employ the key personnel named in the Schedule of Key Personnel as referred to in the Contract Data to carry out the functions stated in the Schedule or other personnel approved by the Employer's Representative or his nominee. The Employer's Representative or his nominee will approve any proposed replacement of Key personnel only if their qualifications, abilities, and relevant experience are substantially equal to or better than those of the personnel listed in the Schedule.

9.2. If the Employer's Representative or his nominee asks the Contractor to remove a person who is a member of the Contractor's staff or his work force stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the works in the Contract. Any person so removed from the site shall be replaced as soon as possible.

10. RISKS

10.1. The Risks could be Force-Majeure risks, Employer's risks and Contractor's risks. The Employer takes care of the risks which this contract states are Employer's risks and the Contractor takes care of the risks which this Contract states are Contractor's risks. The force-Majeure risks (specified in Sub-clause 10.2)are beyond the control of either the Employer or the Contractor and the resultant loss or damage suffered by the parties shall be borne individually, without staking a claim either way.

10.2. Force-Majeure Risks

The Force-Majeure risks are defined below:

- a) war, hostilities, invasion, acts of foreign enemies, rebellion, revolution, insurrection of military or usurped power, or civil war;
- b) contamination by radio activity from any nuclear fuel, or from any nuclear waste or radioactive materials;
- c) pressure waves caused by aircraft or other aerial devices traveling at sonic or supersonic speeds;
- d) floods (save as 10.3 c) , tornadoes, earthquakes and landslides or any loss or damage caused by forces of nature;
- e) damages due to any Political or Religious incidence;
- f) acts of terrorism;
- g) riots or commotion or disorder, unless solely restricted to employees of the Contractor or his sub-contractors and arising from the conduct of the Works.

Loss to any party due to occurrence of force majeure risk shall be borne by the respective Party except the reconstruction of the damaged Permanent Works shall be executed by the Contractor, upon receiving the instructions from the Employer and the Contractor shall be paid for this work by the Employer at contract rates with suitable authorized extension of Time for Completion. Provided further that cost of redoing of damaged work due to Force Majeure events insurable (as per sub-clause 13.5 hereof) as on Base Date of Contract shall not be payable to the Contractor by the Employer.

10.3. Employer's Risks

The Employer's risks are loss or damage to works or part thereof or Plant / Material meant for incorporation therein :

- a) due to the use or occupation by the Employer of any Section or part of the permanent works, except as may be provided for in the Contract; to the extent that it is due to the design of the Works, other than any part of the design provided by the contractor or for which the Contractor is responsible including overtopping of coffer dam for flood discharge values higher than design value.
- b) Arising out of any statutory/legal notification which is obligations of the Employer under the Contract.
- c) These shall include all the risks, where the onus is that of the Employer, as defined in the Risk Register (Ref. Form B-6)

10.4. Contractor's Risks

All risks of loss of or damage to physical property (Works, Material, Contractor's Equipment) and of personal injury and death which arise during and in consequence to the performance of the Contract other than the Employer's risks are the responsibility of the Contractor. Provided further that loss or damage to the Permanent Works or Plant or materials meant for incorporation in the Permanent Works due to Force Majeure events which are not insurable (clause 10.2 of GCC) shall be repaired/replaced at the cost of Employer.

10.5 In the event of any conflict between provisions of risk sharing as mentioned in "Risk Register" and other clauses in "General Conditions of Contract", those provisions spelt under Risk Register shall prevail.

10.6 Risk Register

The Contractor and Engineer-in-charge shall maintain a Risk Register at site as per form B-6, Section 2 and shall be responsible for the identification of risk/(s) and bring it to the notice of Engineer-in-charge or Contractor as the case may be promptly with appropriate contingency planning strategy by recording it duly in the Risk Register. The Risk Register shall be regarded as a prompt communication tool between the Contractor and the Employer. Engineer-in-charge/Contractor shall respond to every risk event brought to his notice by other party by recording steps to be taken by the respective party in mitigating that risk in the Risk Register. A copy of all issues entered in the Risk Register shall be retained by the Engineer-in-Charge or Contractor as the case may be. For the risks exclusively allocated to the Contractor, the Risk Register shall be maintained by the Engineer-in-charge whereas for all other risks, the Risk Register shall be maintained by the Contractor.

11. COMPENSATION EVENTS

11.1. The following Compensation Events, provided the procedure specified in the Contract is followed, shall be applicable:

- a. The Employer does not give access to Site or a part of the Site free of all encumbrances by the Site possession date stated in the Contract Data.
- b. The Employer modifies the schedule of other contractors in a way which affects the Works of the Contractor under the Contract.
- c. The Employer's representative orders suspension of Works.
- d. The Employer's representative does not issue Drawings, Specifications or instructions required for execution of Works as per agreed schedule.
- e. The Employer's representative instructs the Contractor to uncover or carry out additional tests for a work which is then found to have no Defect.

- f. Geological ground conditions, other than 10.2 (d), are substantially adverse than could reasonably have been assessed from the information issued to bidders (including the site Investigation Reports) before submission of Price Bids .
 - g. Other contractors or the Employer does not work within the dates and other constraints stated in the Contract that cause delay or extra work to the Contractor.
 - h. The Employer's representative unreasonably delays issuing a Completion Certificate.
 - i. The effect on the Contractor of any of the Employer's Risks.
 - j. The effect of delay in payments by the Employer (Refer GCC Clause 43.2)
 - k. Any other compensation event specifically listed in the Contract Data, Section 4.
- Whenever any Compensation Event occurs, the Contractor will notify the Employer, within 14 days of occurrence of Compensation Event and shall continue with the Works as per the Contract and /or instructions of the Engineer-in-Charge.

12. GRANT OF COMPENSATION

- 12.1. If a Compensation Event would cause an additional cost or would prevent the work being completed within the Time for Completion, the Contractor shall submit claim as per procedure laid in clause 41 within 14 days of the occurrence of Compensation Event and the Employer will give his duly considered evaluated decision as early as possible within three months.

13. CARE OF WORKS, INSURANCE AND INDEMNITY

- 13.1. From commencement to completion of the Works as a whole, the Contractor shall take full responsibility for the care thereof and for taking precautions to prevent loss or damage except the loss/damage occasioned by Employer's Risks (sub-clause 10.3) or Force Majeure Risks (sub-clause 10.2), which are not insurable as per sub-clause 13.5 hereof. He shall be liable for any damage or loss that may happen to the Works or any part thereof except the loss/damage occasioned by Employer's Risks or Force Majeure Risks. Any such loss or damage shall be restored in good order and condition and in conformity in every respect with the requirements of the Contract and instructions of the Engineer-in-Charge at Contractor's cost . The re-doing or repair of Permanent Works occasioned by Employer's Risks or Force Majeure Risks which are not insurable shall be paid by the Employer as per variation order provided such a loss or damage could not have been foreseen or avoided by a prudent person.

- 13.2.
- i) Neither party to the Contract shall be liable to the other in respect of any loss or damage which may occur or arise out of "Force Majeure" to the Works or any part thereof or to any material or Plant at Site but not incorporated in the Works or to any person or anything or material whatsoever of either party and the either party shall bear losses and damages in respect of their manpower and materials. As such liability of either parties shall include claims/compensation of the third party also.
 - ii) Provided, however, in an eventuality as mentioned in sub-clause 13.2 (i) above, the following provisions shall also have effect:
 - (a) The Contractor shall, as may be directed in writing by the Engineer-in-Charge proceed with the erection and completion of the works under and in accordance with the Contract; and
 - (b) The Contractor shall, as may be directed in writing by the Engineer-in-Charge, re-execute the works lost or damaged, remove from the Site any debris and so much of the works as shall have been damaged. The cost of such re- execution of the works shall be ascertained in the same manner as for deviations and this shall be paid separately to the Contractor.

Provided always that the Contractor shall, at his own cost, repair and make good so much of the loss or damage as has been by any failure on his part to perform his obligations under the Contract or not taking precautions to prevent loss or damage or minimize the amount of such loss or damage.

13.3. The Contractor shall indemnify and keep indemnified the Employer against all losses and claims for death, injuries or damage to any person or any property whatsoever which may arise out of or in consequence of the construction and maintenance of works during the Time for Completion and also against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto, and such liabilities shall include claims/compensations of the third party. Provided the same is attributable to the contractor.

13.4. Within three months of issuance of Letter of Acceptance the Contractor shall, without in any way limiting his obligations and responsibilities under this condition, insure and pay all costs and maintain the insurance premium throughout the period of Contract, with the following coverage:

- (a) the Works, together with Materials and Plant for incorporation therein for 125% of Contract Price,
- (b) the Contractor's Equipment brought at the Site, and
- (c) the contractor's workmen and public liability

The insurance policies for (a) and (b) above shall be taken in the joint names of Contractor and Employer. The deductibles under works policy shall be 5% of each loss subject to minimum of Rs. 5 lacs or as specified in the Contract Data, Section 4.

13.5. There shall be no obligation for the insurances in Sub-Clause 13.4 to include loss or damage caused by:

- (a) war, hostilities (whether war be declared or not), invasion, act of foreign enemies.
- (b) rebellion, revolution, insurrection of military or usurped power, or civil war.
- (c) Contamination by radio activity from any nuclear fuel, or from any nuclear waste or radioactive materials or
- (d) pressure waves caused by aircraft or other aerial devices traveling at sonic or supersonic speeds.

13.6. The Contractor shall, without limiting his or the Employer's obligations and responsibilities, insure against liabilities for death of or injury to any person or loss of or damage to any property (other than the Works) arising out of the performance of the Contract for at least the amount stated here under:

Minimum amount of third party insurance shall be Rs. 15 million per occurrence on reinstatement basis but in total not exceeding Rs. 100 million.

13.7. The insurance policy shall include a cross liability clause such that the insurance shall apply to the Contractor and to the Employer as separate insured.

13.8. The Employer shall not be liable for in respect of any damages or compensation payable to any workman or other person in the employment of the Contractor or any subcontractor, other than death or injury resulting from any act or default of the Employer, his agents or servants. The Contractor shall indemnify and keep indemnified the Employer against all such damages and compensation, other than those for which the Employer is liable as aforesaid, and against all claims, proceedings, damages costs, charges and expenses whatsoever in respect thereof or in relation thereto.

- 13.9. The Contractor shall insure against such liability and shall continue such insurance during the whole of the time and for any persons who are employed by him on the Works. Provided that, in respect of any persons employed by any subcontractor, the Contractor's obligations to insure as aforesaid under this liability in respect of such persons in such manner that the Employer is indemnified under the policy, but the Contractor shall require such sub-contractor to produce to the Employer, when required, such policy of insurance and the receipt for the payment of the current premium.
- 13.10. Within three months of the Commencement Date, the Contractor shall provide the insurance policies to Engineer-in-charge. Such insurance policies shall be consistent with the general terms agreed prior to the issue of the Letter of Acceptance. The Contractor shall effect all insurances for which he is responsible with insurers and in terms approved by the Employer.
- 13.11. The Contractor shall notify the insurers of changes in the nature, extent or Programme for the execution of the Works and ensure the adequacy of the insurances at all times in accordance with the terms of the Contract and shall, when required, produce to the Employer the insurance policies in force and the receipts for payment of the current premiums.
- 13.12. If the Contractor fails to effect and keep in force any of the insurances required under the Contract, or fails to provide the policies to the Engineer-in-charge within the period required under the Contract then and in any such case the Engineer-in-charge may effect the recovery of such premia on pro-rata basis from the running bills of the Contractor. Additionally the payment of running bills may also be suspended until the Contractor complies with the requirements of these conditions. If non-insurance prolongs for a period of continuous 2 months, the Employer may treat it as Default of Contractor as per the provisions of Contract.
- 13.13. In the event that the Contractor or the Employer fails to comply with conditions imposed by the insurance policies effected pursuant to the Contract, each party shall indemnify the other against all losses and claims arising from such failure.

14. SITE INVESTIGATION REPORTS

- 14.1. The Contractor, in preparing the Bid, shall rely on the Site Investigation Report including Geotechnical Base Line Report (GBR) on hydrological and sub-surface conditions as have been obtained by or on behalf of the Employer from investigations undertaken relevant to the Works and provided in the Contract Data, supplemented by any information available to the Contractor.

The Contractor, in his own interest, shall be deemed to have inspected and examined the Site and its surroundings and to have satisfied himself (in regard to considerations of cost and time) before submitting his bid, for:

- a. The form and nature of the Site,
- b. The means of access to the Site

- 14.2. The Contractor shall be deemed to have satisfied himself as to the suitability and availability of access routes to the Site. The Contractor shall use reasonable efforts to prevent any roads or bridges from being damaged by the Contractor's traffic for movement of materials, Construction Equipment and Plant to the Site. These efforts shall include the use of appropriate transportation vehicles and access routes. Any damage or improvement to the transportation system including the roads/bridges/culverts enroute to the project Site during execution of the works shall be borne by the Contractor, who shall make good the same at his own cost.

15. SETTING OUT THE WORKS:

- 15.1. The Engineer-in-Charge shall establish/indicate the Bench Marks and convey the same in writing to Contractor immediately after Letter of Acceptance. Engineer in-charge shall be responsible for correctness of such data / bench marks conveyed to the Contractor.

- 15.2. The Contractor shall be responsible for the true and proper setting out of all the Works (in relation to the afore-mentioned Bench Marks) for the correctness of the location, grades, dimensions and alignment of all components of the Works; and for the provisions of all instruments, appliances, materials and labour required in connection therewith. If at any time during the progress of work, any error shall appear or arise in the location, grades, dimensions, or alignment of any part of the Work, the Contractor on being required to do so by the Engineer-in-Charge shall, subject to Clause 15.1 hereof, at his own expense, rectify such error to the satisfaction of the Engineer-in-Charge.
- 15.3. The Contractor shall afford all reasonable facilities and assistance to the Engineer-in-Charge for checking the setting out and lines and grades established by the Contractor. The checking of any setting out or of any line and grade by the Engineer-in-Charge shall not in any way relieve the Contractor of his responsibility for the correctness thereof.

16. CONTRACTOR TO CONSTRUCT THE WORKS.

16.1. The Contractor shall be entitled to receive, the documents set forth herein during the performance of the Contract:

- | | | |
|----|---|--------|
| a. | Construction drawings and revisions thereto | 2 sets |
| b. | Specifications or revisions thereof other than standard printed Specifications. | 2 sets |
| c. | Explanations, instructions etc. | 1 copy |

Such further drawings, explanations, modifications and instructions, as the Engineer-in-Charge may issue to the Contractor from time to time in respect of the Work, shall be deemed to form integral part of the Contract and the Contractor shall carry out the Work accordingly.

16.2. The Contractor shall be responsible for design of Temporary Works as specified in the Contract. The Contractor shall submit Specifications and Drawings for the proposed Temporary Works to the Employer’s representative for his information.

16.3. The Contractor shall execute the Works in the most substantial and workmanlike manner and both as regards material and otherwise in every respect in strict conformity with the Specification. The Contractor shall also conform exactly, fully and faithfully to the designs, drawings, Specifications and instructions in writing in respect of the work, duly signed by the Engineer-in-Charge issued from time to time. The Contractor shall take full responsibility for the adequacy, stability and safety of all the site operations and methods of construction.

The Contractor shall give prompt notice to the Engineer-in-Charge, of any error, omission, fault or other defect in the design of or Specifications for the Works which he discovers when reviewing the Contract or executing the Works.

16.4. The Contractor shall give notice to the Engineer-in-Charge, whenever planning or execution of the Works is likely to be delayed or disrupted unless any further drawing or instruction is issued by the Engineer-in-Charge within 2 months. The notice shall include details of the drawing or instruction required and of why and by when it is required and of any delay or disruption likely to occur if it is late.

16.5. If, by reason of any failure or inability of the Engineer-in-Charge to issue, within a time reasonable in all the circumstances, any Drawing or instruction for which notice has been given by the Contractor in accordance with Clause 16.4 above, and the Contractor suffers delay then the Engineer-in-Charge shall, after approval of the Employer, shall extend the Time for Completion and/ or Milestone Date including any other cost, if admissible as Compensation Event under clause 11 of GCC.

17. POSSESSION OF THE SITE

The Employer shall give access to and possession of all parts of the Site including special and/or temporary rights-of-way to the Contractor, free from all encumbrances as stated in Contract Data. If possession of a part of site is not given by the date stated in the Contract Data the Employer is deemed to have delayed the start of the relevant activities and this will be a Compensation Event, under Clause 11 of GCC.

18. ACCESS TO THE SITE DURING EXECUTION OF WORKS

The Contractor shall allow the Employer's Representative or his nominee and any person authorized by the Employer's Representative or his nominee access to the Site or 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 fabricated and /or being assembled for the Works.

19. SAFETY.

19.1. The Contractor, throughout the execution and completion of the Works and the remedying of any defects therein, shall be responsible for the safety of all activities on the Site including:

- a) Safety of all persons entitled to be upon the Site and keeping the Site (so far as the same is under his control) and the Works (so far as the same are not completed or taken over by the Employer) in an orderly state for avoidance of any danger to the Works.
- b) At work site, provide and maintain at his own cost all lights, guards, fencing, warning signage, when and where necessary or required by the Engineer-in-Charge.

20. DISCOVERIES

Anything of historical, geological or archaeological interest, such as fossils, coins, articles of antiquity or value which are unexpectedly discovered on the Site, shall be placed under the care and authority of the Engineer-in-Charge. The Contractor shall promptly notify the Engineer-in-Charge or his nominee of such discoveries and carry out the Engineer-in Charge or his nominee's instructions for dealing with them. If the Contractor suffers delay and/or incurs cost for complying with the instructions, it may be treated as a Compensation Event as per Clause- 11 of GCC.

21. ECOLOGICAL BALANCE

The Contractor shall be required to ensure that there shall be no indiscriminate felling of trees by him or his labourers or their family members and he will be solely responsible for their acts in this regard. The Contractor shall try to maintain ecological balance by preventing deforestation, water pollution and defacing of natural landscape in the vicinity of work areas. The Contractor shall so conduct his construction operations as to prevent an unnecessary destruction of, scarring or defacing the natural surroundings in the vicinity of the work area. In order to maintain the ecological balance, the Contractor shall specifically observe the following instructions:

- a) Where unnecessary destruction, scarring, damage or defacing may occur as a result of the Contractor's operation, the same shall be repaired, replanted or otherwise corrected at the Contractor's expense. The Contractor will prevent scattering of rocks and other debris outside the work areas. All work areas shall be smoothed and graded in a manner to conform to the natural appearance of the landscape as directed by the Engineer-in-Charge.
- b) All trees and shrubs, which are not specifically required to be cleared or removed for construction purposes, shall be preserved and shall be protected from any damage that may be caused by the Contractor's construction operation and Construction Equipment. The removal of trees or shrubs will be permitted only after prior approval by the Engineer-in-charge. Special care shall be exercised where trees or shrubs are exposed to injuries by Construction Equipment, blasting, and excavating, dumping, chemical

damage or other operation and the Contractor shall adequately protect such trees by use of protective barriers or other methods approved by the Engineer-in-Charge. Trees shall not be used for anchorage.

- c) The Contractor's construction activities shall be performed by methods that will prevent entrance or accidental spillage of solid matter contaminants, debris and other objectionable pollutants and wastage into river. Pollutants and wastes shall be disposed of in a manner and at sites approved by the Engineer in-Charge. The Contractor shall fully comply with Water (Prevention and Control of Pollution) Act, 1974 section -33(A).
- d) Burning of materials resulting from clearing of tree, bush, combustible construction materials and rubbish may be permitted only when atmospheric conditions for burning are considered favourable.
- e) In the conduct of construction activities and operation of Construction Equipment, the Contractor shall utilise such practicable methods and devices as are reasonably available to control, prevent and otherwise minimize air pollution. The contractor shall fully comply with Air (Prevention and Control of Pollution) Act, 1981 section -31(A).

22. THE WORKS TO BE COMPLETED WITHIN THE TIME FOR COMPLETION.

The Contractor shall commence execution of the Works on the Start Date and shall carry out the Works in accordance with the program submitted by the Contractor as updated with the approval of the Employer's Representative or his nominee to meet the time schedule for achieving target for completing Part or Section of works as Milestones 1,2,3,..... etc. stated in Contract Data, Section 4. Any delay in achieving Milestone schedule shall attract Liquidated Damages (LD) on per day basis specified by the Employer in the Contract Data. If contractor is able to achieve the Works within Time for Completion, the L.D. recovery made for Milestone shall be refunded to the Contractor by the Engineer-in-Charge promptly (within 14 days) for appreciation and reward for the efforts made by him to achieve the Works within Time for Completion. The Contractor, by consistent efforts and commitment shall achieve completion of Works within the Time for Completion.

23. INSTRUCTIONS

The Contractor shall comply with all instructions of the Employer's Representative or his nominee and give all notices required under any Governmental Authority, instrument, rule or order made under any Act of Parliament, State Laws or any regulation or bye-laws of any Local/State/Central authority to comply with the applicable laws where the Site is located.

24. DISPUTES

All disputes arising out of in connection with the contract shall be resolved by the parties to the Contract amicably. In case of non resolution of disputes through amicable process the dispute shall be referred to conciliator as per clause 25.

25. CONCILIATOR

The employer proposed that _____ (Name of the conciliator) _____ is appointed as institutional conciliator under the contract as per Part-II of SBD Arbitration Manual. (This clause is optional)

26. SETTLEMENT OF DISPUTES

If a dispute arises out of or in connection with this Contract, or in respect of this defined legal relationship associated therewith or derived there, the parties agree to submit the dispute to Arbitration under the Arbitration Rule of _____(To be decided by the Employer)

NOTE : These Clauses 24, 25 & 26 of these conditions have been dealt with in part II of the Standard Bidding Document captioned as Arbitration Manual

B. TIME CONTROL

24. PROGRAM

24.1. Within 28 (twenty eight) days of issue of Letter of Acceptance, the Contractor shall submit to the Employer a Detailed Construction Schedule showing the sequence and interdependence of activities and work breakdown structure covering all the activities to meet Milestone schedules stated in the Contract Data, Section 4 for complete performance of work, starting from the Commencement Date to completion within the Time for Completion. The Detailed Construction Schedule shall be generally in conformity with the Level 1 Contract Schedule.

The Contractor shall retain the services of a construction scheduler with adequate experience of handling large construction projects for preparing and maintaining Detailed Construction Schedules. The Contractor shall use “Primavera / MS Projects / equivalent latest software tool” construction scheduling software of the latest version for preparation of the construction schedule. The Contractor shall also supply 3 (three) user licenses of the software to the Employer without any extra cost. Likewise, the hardware should also be of latest version and compatible with other systems in use. The scheduling shall be based on Critical Path Method in the form of Precedence Diagram Network with capabilities of identifying the critical path and predicting Project completion date with periodic progress updates.

The Detailed Construction Schedule shall include time scaled network diagrams and Gantt charts, based on calendar days. It shall be constructed to show the order in which the Contractor proposes to carryout the work and availability / requirement and use of manpower, materials and Construction Equipment. The Contractor shall utilize the Detailed Construction Schedule in planning, scheduling, monitoring, coordinating and performing the work under contract (including activities of Sub Contractors, plant vendors, material suppliers etc).

Duration shall be based on the labour, Construction Equipment and materials required to perform each activity taking in to account the number of working days/ shifts planned for actual operation. The manpower and Construction Equipment to be assigned shall be shown for each construction activity and included in the information to be furnished.

Costs assigned to each activity will generally consist of sums generated by multiplying quantities of Contract BOQ items by their corresponding unit prices.

The Detailed Construction Schedule submitted by the Contractor shall include the printed time scaled network diagram for the full network of activities prepared on A3 sheets with the timeline on each page. Contractor shall also provide soft copies of master project file as well as all the reports. The network diagram shall be accompanied by mathematical analysis for duration of each activity indicating the activity number and description and predecessor, successor activity numbers and descriptions. The Contractor shall also facilitate transferring and integrating of the Detailed Construction Schedule with the Employer / Engineer’s network and with other contract packages of the project.

The Employer and Contractor shall meet within seven (7) days of submittal of the Detailed Construction schedule to review and make any necessary adjustment or revisions. The Contractor shall submit the revised schedule within seven (7) days of the meeting, for approval by the Employer within seven (7) days of resubmission. The process of finalizing the Detailed Construction schedule shall be completed within sixty (60) days from date of issue of Letter of Acceptance. The Detailed Construction Schedule, once approved by the Employer, shall become the baseline record schedule. The Baseline Detailed Construction Schedule shall be used for all monitoring and evaluation of Contractor’s performance.

Submittal and approval of Detailed Construction Schedule is a condition precedent to the release of first Interim Payment Certificate.

24.2. No significant alteration to the approved program to meet mile stone schedule stated in Contract Data Section-4 or to such arrangements and methods, shall be made without informing the Employer’s Representative.

- 24.3. If the progress of the Works does not conform to the approved program, the Employer's representative may instruct the Contractor to update the program showing the modifications necessary to achieve mile stone target including any changes to the sequence of the activities within Time for Completion. The Contractor shall augment the resources for achieving the milestones as well as Works within Time for Completion.
- 24.4. The Contractor shall submit to the Employer's Representative or his nominee, for approval an updated Program on a weekly, fortnightly or monthly basis as and when requested by the Employer's Representative or his nominee for ensuring completion of Works within the specified time for each mile stone. If the Contractor does not submit an updated Program within the period asked for by the Employer's Representative or his nominee, he may withhold the amount stated in the Contract Data from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program has been submitted.
- 24.5. The Employer's Representative or his nominee's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Employer's Representative or his nominee again at any time or as requested by the Engineer-in-Charge.
- 24.6. When the Program is updated, the contractor is to provide the Employer's Representative or his nominee with an updated cash flow forecast.

25. CONSTRUCTION EQUIPMENT

- 25.1. The Contractor shall provide and install all necessary Construction Equipment required for the execution of the Works under the Contract, at his cost and shall use such methods and appliances for the purpose of all the operations connected with the Work covered by the Contract which shall ensure the completion of Work(s) within the specified Time for Completion. The Construction Equipment shall preferably be new.
- 25.2. The Contractor shall deploy Construction Equipment as per agreed schedule. Provided further that in case of slow rate of progress of Works, the Contractor should supplement the agreed schedule of Contractor's Equipment with additional Construction Equipment so as to ensure completion of Works within Time for Completion at no extra cost to Employer.
- 28.3 The Contractor shall make necessary arrangements for Repair/maintenance of his equipment/machinery utilized at site, by arranging proper workshop, storage facilities, experienced manpower for routine maintenance etc. close to the site locations.
- 28.4 The Contractor shall not remove Construction Equipment, except for purpose of removing it from one part of the Site to another, without written consent of the Engineer-in-Charge.

Provided always that any such approval of shifting of Construction Equipment shall not absolve the Contractor of his obligations for due execution of the Works within the Time for Completion as per the Contract.

26. MATERIALS

- 26.1. The Contractor shall at his own expense provide/arrange all materials required for the bonafide use on works under the Contract.
- 26.2. All materials to be provided by the Contractor shall be in conformity with the Specifications laid down in the Contract and the Contractor shall furnish from time to time proof and samples, at his cost, of the materials as may be specified by the Engineer-in-Charge for his approval before use in the Works. The Engineer-in-Charge shall also have powers to have such tests, in addition to those specified in the Contract, as may be

required and the Contractor shall carry out the same. The cost of materials consumed in such tests and also expenses incurred thereon shall be borne by the Contractor in all cases and also where such tests which are in addition to those provided in the Contract.

26.3. The Engineer-in-Charge or his representative shall be entitled at any time to inspect and examine any materials intended to be used in or on the works, either on the site or at factory or workshop or other place(s) where such materials are assembled, fabricated, manufactured, or at any place where these are lying or from where these are being obtained. For this purpose, the contractor shall afford such facilities as may be required for such inspection and examination.

26.4. The Engineer-in-Charge shall have full powers for removal of any or all materials brought to Site by the Contractor, which are not in accordance with the Contract Specifications or samples, approved by him.

27. MANAGEMENT MEETINGS.

27.1. Either the Employer's Representative or his nominee or the Contractor may require the other to attend a management meeting. The business of a management meeting shall be to review the plans for remaining work.

27.2. The Employer's Representative or his nominee shall record the business of management meetings and is to provide copies of his record to those attending the meeting and to the Employer. The responsibility of the parties for actions to be taken is to be decided by the Employer's Representative or his nominee either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.

27.3. In order to review the Progress of Works, the Contractor alongwith his scheduler shall attend the Progress Review Meetings with the Engineer-in-Charge.

28. PROGRESS REPORTING

- 28.1. Monthly progress reports for each calendar month shall be prepared by the Contractor and submitted to the Employer's Representative in 3 copies. Each report shall include:
- a. Detailed description of progress, including each stage of design, procurement, manufacture, delivery to site, construction, erection, testing and commissioning;
 - b. Charts showing the status of design and construction documents, purchase orders, manufacture and construction;
 - c. For the manufacture of each main item of Plant and materials, name of manufacturer, factory location, percentage progress, actual date or expected dates of Contractor's inspections, tests and delivery;
 - d. Records of Contractor's personnel and Construction Equipment on site;
 - e. Copies of quality assurance documents, test results and acceptance Certificates of Plant and materials;
 - f. Safety statistics including details of any hazardous incidents and activities related to site, environmental aspects and public relations;
 - g. Comparisons of actual and planned progress, with details of any aspects which may delay or jeopardize the completion as per Contract, and the measures being (or to be) taken to overcome such aspects and difficulties;
 - h. Actions pending from Employer's Representative which may delay the works;
 - i. Details of Construction drawings required for works atleast 2 months in advance of their requirement.
- 28.2. The Contractor/Engineer-in-Charge is required to maintain Hindrance Registers for reporting hindrances if any, while executing the work in respect of design, engineering, procurement, supply and site work related issues. The Contractor/Engineer-in-Charge shall get record of hindrances in the Hindrance Register(s) and bring in the notice of Engineer-in-Charge/Contractor, within 7 days of happening of hindrance.

29. EXTENSION OF THE TIME FOR COMPLETION

- 29.1. The Employer's Representative or his nominee shall extend the Time for Completion if a Compensation Event occurs or Force Majeure event occurs or a Variation is issued which makes it technically/logically unfeasible for Completion to be achieved within Time for Completion. The Contractor shall also be admissible for extension of Time for Completion for other special circumstances which may occur other than breach of Contract by Contractor or for which he is responsible.
- 29.2. The Employer's Representative or his nominee shall decide whether and by how much to extend the Time for Completion within a reasonable time of the Contractor asking the Employer's Representative or his nominee for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information. If the Contractor has failed to give advance intimation of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered for extension of Time for Completion.
- 29.3. Provided that Engineer-in-Charge is not required to make any determination for extension of Time for Completion unless the Contractor has:
- a) within 28 days after such event as first reason notified the Engineer-in-Charge.
 - b) Within 28 days after such notification submitted to the Engineer-in-charge detailed particulars of any extension of Time for Completion to which he may consider himself entitled in order that such submission may be investigated at the time, and
 - c) Justification for the event giving rise to time extension has been included in the hindrance register as per Clause 31.2.

30. DEFECTS LIABILITY PERIOD

- 33.1 The “Defects Liability Period” for the works shall be the period stated in Contract Data, Section 4 in months following the Date of Completion as per completion Certificate(Refer GCC Cl.52)
- 33.2 The Contractor shall be responsible for fulfilling of all his obligations and making good as soon as practicable at his expenses any defect in or damage to any section or part of the Works which may appear or occur during the Defects Liability Period and which arises either from quality deficiency in design or materials or workmanship or from any act or omission, of the Contractor. Repair, modification or replacement of work or part thereof as required to make good such defect or deficiency or damage shall constitute complete fulfillment of the Contractor’s obligations under the contract and upon such repair, modification, or replacement pursuant hereto or upon the expiration of the Defects Liability Period whichever is later, all such obligations shall terminate.
- 33.3 Until the expiry of the Defects Liability Period, the Contractor shall have the right of access subject to the Employer’s permission during normal working hours, at his own risk and expense, by himself or his duly authorized representatives, whose names shall have previously been communicated in writing to the Employer for the purpose of inspecting, working to undertake repairs/corrective actions and performance thereof. Subject to the Employers approval, which shall not be unreasonably withheld, the Contractor may at his own risk and expense make any test which it considers desirable.
- 33.4 If effective steps for repair, modification or replacement of defects, deficiencies or damages pursuant hereto are not taken up within Two weeks of the date of notification thereof by the Employer to the Contractor or if such repair, modification or replacement is not completed with reasonable promptitude by the Contractor at its own expense, the Employer shall be entitled to undertake the same to be made good by other agencies or otherwise and deduct expenses from any sum that may by then or at any time thereafter becomes due to the Contractor under the Contract or from the amount released by encashing the bank guarantees provided by the Contractor under the Contract or recover otherwise from the Contractor including from money due to the Contractor on any other accounts whatsoever.
- 33.5 If during the defects Liability Period any portion of the Works is found defective or deficient in any manner and is repaired/rectified/replaced pursuant to the defects liability provisions of the Contract, the Defects Liability Period for such portion of the Works, shall, notwithstanding anything to the contrary contained herein, be operative for a further period of 12 months from the date of such repair/rectification/replacement.

31. CLAIMS TOWARDS IDLING OF RESOURCES

Components of claim admissible under Clause 11 of GCC towards additional cost incurred by the Contractor towards idling of resources in connection with execution of Contract shall be evaluated by the Engineer-in-Charge as provided in Contract Data, Section 4.

C. QUALITY CONTROL

32. IDENTIFY DEFECTS THROUGH QUALITY ASSURANCE & INSPECTION

- 32.1. The Employer’s Representative or his nominee, either themselves or through Employer’s authorized Quality surveillance personnel, shall check the quality of Contractor’s Works including design, procurement, manufacture, fabrication, construction, erection, testing and commissioning activities, commensurate with Employer’s QA (Quality Assurance) program stated in the Contract and notify the Contractor of any Defects that are found. Such checking whether carried out at Site or at any other place of work shall not affect the Contractor’s responsibilities.
- 32.2. The Employer’s Representative or his nominee or Employer’s authorized quality surveillance engineer may instruct the Contractor to search for a Defect at any stage of

an activity and to uncover and test any work that the Employer's Representative or his nominee considers may have a Defect.

- 32.3. The Contractor shall establish the Quality Control/Quality Assurance Systems and facilities and shall at all times provide to the Employer reports about such checks and inspections.

33. TESTS

- 33.1. If the Employer's Representative or his nominee instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples required to be drawn for the tests. If there is no Defect found, the test shall be treated as a Compensation Event under GCC Clause 11.

- 33.2. If, as a result of inspection, examination or testing, the Employer's representative decides that any Plant, Materials, design (Where contractor is responsible) or workmanship is defective or otherwise not in accordance with the Contract, the Employer's representative may reject such Plant, Materials, design or workmanship and shall notify the Contractor promptly, stating his reasons.

34. CORRECTION OF DEFECTS

- 34.1. The Contractor shall promptly make good the Defect so notified and ensure that the rejected item complies with the Contract and in case he is unable to make good the Defect(s) before the end of the Defects Liability Period, which begins at Completion and is defined in the Contract Data, the Defects Liability Period shall be extended for as long as Defect(s) remain to be corrected.

- 34.2. All the Works during the progress and after completion shall be subjected to technical examination or audit by any independent authority. If any defect of material or workmanship found during Technical Examination or audit then compensation there of shall be recovered from the Contractor even if it has been accepted by the Engineer-in-Charge.

- 34.3. If the Contractor has not corrected a Defect within the time specified in the Employer's Representative's or his nominee's notice, the Employer's representative or his nominee will assess the cost of having the Defect corrected themselves or through their assignees and shall then be entitled to recover all sums including employer's overhead cost incurred for such corrections of the Works and the Contractor will pay this amount to the Employer.

D. COST CONTROL

35. VARIATIONS

- 38.1 The Employer shall make any variation of the form, quality or quantity of the Works or any part thereof that may in his opinion be necessary and for that purpose, he shall issue the necessary instructions to the contractor in writing to carry out such variations which may include additions, deletions (omissions) and/or alternations including change in any specified sequence or timing of construction of any part of the works. The Contractor shall be bound to carry out the works in accordance with such instructions given to him in writing by the Engineer. The instructions in this respect may be for:

- a) increase or decrease in the quantity of any work included in the Contract;
- b) omission or substitution of any work;
- c) change the character or quality or kind of any such work;
- d) change the levels, lines, position and dimensions of any part of the Work,

- e) execution of additional work of any kind necessary for the completion of the Works;
or
- f) Change in any specified sequence, method or timing of construction of any part of the Work.

No such variation(s) shall in any way vitiate or invalidate the Contract. However, the value, if any, of all such variations shall be taken into account in ascertaining the amount of the Contract Price provided that where the issue of an instruction to vary the work is not associated by some default of or breach of Contract by the Contractor or for which he is responsible for incurring any additional cost attributable to such default shall be borne by the Contractor. The Contractor shall be paid contract rates and/or fresh rates, as the case may be, related to such variation as per sub-clause 38.5 hereof.

38.2 If, on certified completion of the whole of the Works it shall be found that a reduction or increase is more than 20% (Twenty percent) of the Contract Price executed in the initial contract period then the value of payment for the work done beyond this limit will be varied by the percentages shown hereinafter:

Variation in Value of work	Increase in Payment for minus variation	Decrease in Payment for plus variation
Upto 20%	Nil	Nil
Above 20% and upto 40%	6.00%	3.00%
Above 40% and upto 60%	8.00%	4.00%
Above 60% and upto 100%	10.00%	5.00%
Above 100%	—	5.00%

While working out the value of work for the purpose of variation, the extra/substituted items for which new rates have been paid (but includes similar items, rate of which has been worked out from the BOQ) and payment towards price adjustment, and the adjustment towards statutory variations shall not be considered.

Illustration

- (a) In case of variation in value of work by (plus) + 60 percent, the payment for (60-20) percent i.e. 40 percent of value of work shall be decreased by 4 % (four percent.). The reduction in Contract rates shall commence as soon as the value of work executed reaches 120% of Contract Price.

- (b) In case of variation in value of work by (minus) - 55 percent, the payment for (55-20) percent i.e. 35 percent of value of work shall be increased by 8% (eight percent).

38.3 No permissible variation limit for any individual Contract BOQ item, has been specified in these Conditions except for the payment due to the Contractor as detailed above. No claim for revision of rate(s) for any individual Contract BOQ item shall be admissible irrespective of the extent to which the ordered quantity may get revised (+) or (-) during the actual execution of the Works.

38.4 Within 14 days of the date of instruction for executing varied work and before the commencement of such work, notice shall be given either (a) by the Contractor to the Employer of his intention to claim extra payment or a varied rate or price, or (b) by the Employer to the Contractor of his intention to vary a rate or price.

38.5 The valuation of variation shall be carried out in the following sequence:

- (i) The rates already provided in the Bill of Quantities, shall apply in respect of the same item(s) of work to be executed due to variation.
- (ii) In case of items for which rates are not available in the Bill of Quantities, the rates of such items as far as practicable, shall be derived from the quoted rates of analogous/similar item(s) in the Bill of Quantities after submission of details by the Contractor on actual observance at Site. The decision to select analogous/similar item(s) shall be taken by the Engineer-in-Charge, which shall be conclusive and binding on the Contractor.
- (iii) In the cases, where analogous/similar items are not available in the Bill of Quantities, such items shall be termed as extra items. The Contractor, within 14 days (or as agreed by the Engineer-in-Charge) from the receipt of order to execute such items, shall submit rate analysis to the Engineer-in-Charge supported by documentary evidence of basic rates adopted therein, notwithstanding the fact that the rates for such items exist in the Contract; having regard to the cost of materials, actual wages of labour and ownership & operational cost Construction Equipment required as per standard norms or if standard norms are not specified/available then on the basis of labour/materials/ Construction Equipment actually engaged for the particular work. The standard norms for including Indirect Charges for labour and material specified herein shall mean as those specified in "Guidelines for preparation of Project Estimates for River Valley Projects (latest version)" of Central Water Commission, Govt. of India, and if not available therein, then those of State's Public Works Department. Standard norms for Construction Equipment use shall mean those of Bureau of Indian Standards (IS : 11590 : 1995 - latest version) and if not available therein, then those specified in "Guidelines for preparation of Project Estimates for River Valley Projects (latest version)" of Central Water Commission, Govt. of India.

Over and above the cost of labour, materials arranged by the Contractor and ownership & operational cost of Construction Equipment, an element of 20% shall be allowed to cover the Contractor's overheads, profits, and supervision charges.

However, for materials issued by the Employer to the Contractor and/or Construction Equipment supplied on rental charge(s) by Employer to the Contractor during the course of execution of Works, the Contractor shall be entitled to only 10% (Ten percent) of such costs to cover transportation, overheads, supervision, profits etc.

The Employer shall examine the rate analysis submitted by the Contractor and fix the rates accordingly.

38.6 If there is delay in the Employer and the Contractor coming to an agreement on the rate of varied work , provisional rates @ 75% of the rates as determined by the Employer all be payable till such time as the rates are finally determined. In any case the Employer shall decide the rates within a maximum period of 45 days from the date of submission for the analysis of rates by the Contractor.

38.7 Where the Contract provides for the payment of the Contract Price in more than one currency, the amount payable in each of the applicable currencies shall be specified when the rates or prices are agreed, fixed, or determined as stated above, it being understood that in specifying these amounts the Contractor and the Engineer-in-Charge (or, failing agreement, the Engineer-in-Charge) shall take into account the actual or expected currencies of cost of the inputs.

38.8 Items of Work for which rates have been derived as per clause 38.5(i) & (ii) shall be eligible for price adjustment as per the price adjustment formula (clause 45 of GCC) with Base Date as per contract.

Rates for varied work, derived as per clause 38.5 (iii) above, shall be eligible for Price Adjustment as per the price adjustment formula (clause 45 of GCC) with base date corresponding to the date of inputs costs considered for working out the rates.

38.9. In case the geological ground conditions are substantially adverse than those specified in the Contract, then the change in design/drawings necessitated by such adverse geological conditions shall be issued by the Employer within 30 days of encountering of such adverse geological conditions. The instructions of Employer for dealing with such geological conditions shall generally include broad description of new/extra items of works required therefor. The method statement for handling such geological conditions shall be submitted by the Contractor within a period of 15 days of the date of receipt of instructions from the Employer. However, in case where no such instruction is issued by the Employer within a period of 30 days, then the Contractor shall firm up his own technical proposal within next 30 days for handling such geological conditions including design/drawing, construction schedule, construction equipment, specialized agencies required for dealing with such adverse ground conditions and tentative cost thereof. The Employer shall communicate, in-principle, decision on the proposal of Contractor within 30 days of receipt of proposal from the Contractor with the instructions to commence works immediately and for submission of details of financial proposal (price/rates/cost) associated with handling such geological conditions. Contractor's financial proposal shall be finalized by the Employer within 90 days of receipt of the same from the Contractor as per provisions of sub-clause 38.5(iii) hereinabove.

36. DEEMED EXPORT BENEFITS

The Contractor may be entitled to avail deemed export benefits as per the extant EXIM Policy of Govt. of India which needs to be ascertained by bidder. In that event, the Contractor shall be deemed to have taken into account the benefits of Deemed Export in his bid. The Employer shall only be responsible to issue requisite certificates.

However, if the benefits of Deemed Export are not granted by the Govt. of India to the Contractor, the Employer will not be liable to pay anything extra on this account as stipulated in GCC Clause 44, Section 3.

* Following details are provided for Bids which are being invited for **mega power projects** which are covered under “**Deemed Export Benefits**” by the Central Government.

39.1 ‘Deemed Export Benefits (for International Competitive Bidding)

Provisions for the Packages where Scope of Work includes items like Steel Liner in Pressure Shaft & Penstock, Trash Rack Cleaning Machine and Monitoring Instruments etc.

“Bidders to note thatHydro Electric Power Project having a capacity MW, has been declared a Mega Power Project by Ministry of Power, Government of India.

Bidders may accordingly ascertain the availability of the benefits under Mega Power Project Policy of Govt. of India. The employer shall issue relevant Project Authority Certificate (s) for the item(s) of Special Steel required for fabrication of Steel liner in Pressure Shaft & Penstock (Item No. of BOQ), Trash Rack Cleaning Machine (Item No. of BOQ) and Supply of Monitoring Instruments (Item No. of BOQ), to facilitate the Bidder to avail the benefits.

For the issuance of such Project Authority Certificate(s) by the Employer, the bidders shall be required to indicate the import content included in their bid price, as per Attachment No. of BOQ. However, the bidders shall themselves be solely responsible for availing such benefits, which they have considered in their bid. In case of failure of the bidder to receive the benefits partly or fully from the Govt. of India and / or in case of any delay in receipt of such benefits and / or withdrawal of such benefits by the Govt. of India, Employer shall neither be liable nor responsible in any manner whatsoever.

Bidders may further note that Employer shall not issue any other Certificate / Document for imports under Mega Power Project and / or Deemed Export Benefits for any other Item(s)/ Material(s)/ Equipment(s) included under the scope of this Package

In case the Mega Power Projects benefits/ Deemed Export benefits for any Item(s)/ Material(s)/ Equipment(s) etc. or any other benefits for Power Project becomes applicable based on the Notification by the concerned Government Authorities, the matter shall be discussed and finalised with the bidder/ contractor including corresponding Price reduction to Employer.

Bidders may further note that Employer shall not issue any Certificate for Imports of any other material / equipment under Project Imports.

OR

39.2 Provisions for the Packages where Scope of Work does not include items like Steel Liner in Pressure Shaft & Penstock, Trash Rack Cleaning Machine and Monitoring Instruments etc.

“Bidders to note thatHydro Electric Power Project having a capacity MW, has been declared a Mega Power Project by Ministry of Power, Government of India.

However, Bidders may note that none of the Item(s) / Material(s) / Equipment(s) included under the scope of this Package are eligible for benefits under Mega Power Project Policy of Government of India and/or Deemed Export benefits and therefore Employer shall not issue any Certificate / Document for imports under Mega Power Project Policy and/or Deemed Export Benefits for any Item(s)/ Material(s)/ Equipment(s).

In case the Mega Power Projects benefits/ Deemed Export benefits for any Item(s)/ Material(s)/ Equipment(s) etc. or any other benefits for Power Project becomes applicable based on the Notification by the concerned Government Authorities, the matter shall be discussed and finalised with the bidder/ contractor including corresponding Price reduction to Employer.

Bidders may further note that Employer shall not issue any Certificate for Imports of any other material / equipment under Project Imports.

*** The above provisions shall be suitably modified in case of Project not being a Mega Power Project.**

37. DAY WORK

37.1. If the variation in work is of a minor or incidental nature not covered in BOQ, the Engineer-in-Charge may instruct the Contractor to promptly execute such variation item on a Day Work basis. While performing the activities for the assigned Day Work, the Contractor shall submit Day Work performance sheet in duplicate furnishing the following details of the resources used in executing the previous day's work:

- a) the names, occupations and time spent by Contractor's personnel.
- b) the identification, type and time of use of Construction Equipment.
- c) the quantities and types of Plant & materials

One copy of each statement will, if correct & satisfactory, or when agreed, be signed by the Engineer-in-Charge or his nominee and returned to the Contractor. The Contractor shall then submit priced statement of the used resources to the Engineer-in-Charge for their inclusion in next running bill for payment after due approval. The Day Work items shall not be applicable for any regular item(s) for which the valuation shall be done as per provisions of Sub-clause 38.5.

38. PROCEDURE FOR CLAIMS

38.1. Except as otherwise provided in any other provision of the Contract, if the Contractor intends to claim any additional payment pursuant to any Clause of these Conditions or otherwise, he shall give notice of his intention to the Engineer-in-Charge, within 14 days after the event giving rise to the claim has first arisen.

38.2. Upon the happening of the event referred to in Clause 41.1, the Contractor shall **keep such contemporary records as may reasonably be necessary** to support any claim he may subsequently wish to make. Without necessarily admitting the Employer's liability, the Engineer-in-Charge shall, on receipt of a notice under Clause 41.1, inspect such contemporary records and may instruct the Contractor to keep any further contemporary records as are reasonable and may be material to the claim of which notice has been given. The Contractor shall permit the Engineer-in-Charge to inspect all records kept pursuant to sub-Clause 41.1 and shall supply him with copies thereof as and when the Engineer-in-Charge so instructs.

38.3. Within one month, or such other reasonable time as may be agreed by the Engineer-in-Charge, of giving notice under GCC Clause 41.1, the Contractor shall send to the Engineer-in-Charge an account giving detailed particulars of the amount claimed and the grounds upon which the claim is based. Where the event giving rise to the claim has a continuing effect, such account shall be considered to be an interim account and the Contractor shall, at such intervals as the Engineer-in-Charge may reasonably require, send further interim accounts giving the accumulated amount of the claim and any further grounds upon which it is based. In cases where interim accounts are sent to the Engineer-in-Charge, the Contractor shall send a final 'account within one month of the end of the effects resulting from the event.

38.4. The Contractor shall be entitled to have included in any interim payment certified by the Engineer-in-Charge such amount in respect of any claim as the Engineer-in-Charge, after due approval of the Employer, may consider due to the Contractor provided that the Contractor has supplied sufficient particulars to enable the Engineer-in-Charge to determine the amount due. If such particulars are insufficient to substantiate the whole of the claim, the Contractor shall be entitled to payment in respect of such part of the claim as such particulars may substantiate to the satisfaction of the Engineer-in-Charge. The Engineer-in-Charge shall notify the Contractor of any determination made under this Clause.

39. PAYMENT CERTIFICATES

39.1. The Contractor shall submit to the Employer's Representative or his nominee monthly statements of the estimated value of the work completed less the cumulative amount certified previously.

39.2. The Employer's Representative or his nominee shall check the Contractors' monthly statement within 30 days and certify the amount to be paid to the Contractor after taking into account any credit or debit for the month in question in respect of materials for the works in the relevant amounts and under conditions set forth in GCC Clause 50.

39.3. The value of work executed shall be determined by the Employer's Representative or his nominee.

39.4. The value of work executed shall comprise the value of the quantities of the items in the Bill of quantities (BOQ).

39.5. The value of work executed shall include the valuation of variations and Compensation Events.

39.6. The Employer's Representative or his nominee may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.

39.7. The Engineer may by any interim monthly bill make any correction or modification in any previous interim monthly bill which has been issued by him, and shall have authority, if any work is not being carried out to his satisfaction, to omit or reduce the value of such work in any Interim Payment Certificate.

40. PAYMENTS

40.1. The Running Bill shall be prepared and submitted by the Contractor. Joint measurements shall be taken continuously and need not be linked with billing stage. System of 2 copies of measurements one each for Contractor and Employer's Representative or his nominee, and signed by both Contractor and Engineer-in-charge shall be followed

40.2. Running bill submitted by the Contractor shall be paid in 30 days of the submission. If there is delay in release of payment beyond 30 days, then interest at specified rate (Provided in Contract Data Section 4) will be calculated on the payable amount after due recoveries from the 31st day onward.

40.3. Contractor shall submit final Bill within 60 days of Taking Over the works. Employer's Representative or his nominee shall check the bill within 60 days after its receipt and return the bill to Contractor for corrections, if any. 50% of undisputed amount shall be paid to the Contractor at the stage of returning the bill.

40.4. The contractor should re-submit the bill, with corrections within 30days of its return by the Employer's Representative or his nominee. The re-submitted bill shall be checked and paid within 60 days of its receipt.

40.5. Interest at a pre-specified rate provided in the Contract Data Section 4 shall be paid if the amount due to the Contractor for the bill is not paid within two months from the date of resubmission of corrected bills.

40.6. If an amount certified is increased in a later certificate as a result of an award by the Conciliator or an Arbitrator, the Contractor shall be paid interest upon the delayed payment as per award of tribunal.

40.7. Items of the Works for which no rate or price has been entered in BOQ, will not be paid for separately by the Employer and shall be deemed to be covered by other rates and prices in the Contract.

40.8. Upon submission of the Final Bill , the Contractor shall give to the Engineer-in-Charge, a written discharge confirming that the total of the Final Bill represents full and final settlement of all payments due to the Contractor arising out of or in respect of the Contract. Provided that such discharge shall become effective only after payment due under the Final Bill has been made and the Security Deposit has been returned to the Contractor.

The Employer shall not be liable to the Contractor for any matter or thing arising out of or in connection with the Contract or execution of the Works, unless the Contractor shall have included a claim in respect thereof in his Final Bill except in respect of matters or things arising after the issue of the Completion Certificate in respect of the whole of the Works.

40.9. All payments in foreign currency shall be arranged by transfer of funds in the Overseas Bank Accounts of the Contractor in case of foreign Contractor and in case of Indian Contractor, in their Foreign Currency Account in India. All payments in Indian currency shall be paid to the Contractor through Account Payee cheque or through electronic mode in their account in India. Date of issue of account payee cheque or date of transfer of funds in Contractor's account shall be considered date of release of payment to the Contractor.

41. TAXES AND ROYALTIES

TAXES:

- 44.1 The Contractor shall be responsible for payment of all taxes/duties/levies etc. The contractor's prices are deemed to be inclusive of all such taxes/duties/levies etc.
- 44.2 In addition to the liabilities to borne by the Contractor pursuant to Clause 44.1, all taxes, duties, fees or levies of any kind whatsoever including income taxes and surcharge thereon on the income of expatriate personnel of the Contractor, customs duty, excise duties, sales tax of any kind including sales tax on Works Contract, Turnover Tax & Value Added Tax(VAT) and octroi of any kind, whether payable in India or anywhere outside India, either by the Contractor or its expatriate personnel as a consequence of or incidental to the Contractor's performance of the Contract and/or on or in respect of all imported/locally procured supplies and Plant forming part of the Works are included in the Contract Price and shall be borne by and be the liability of the Contractor and shall be paid directly by the Contractor to the relevant authorities.
- 44.3 If direct payment of taxes, duties etc. which are the liability of and are to be borne by the Contractor as above, is not permitted by Indian law or regulations and/or if any deduction or withholding in respect of such taxes, duties etc. shall be required to be made, the Employer shall pay the sums due to the Contractor after making such deduction or withholding it as may be required by the relevant law/regulations and the Contractor shall receive only the net sum payable after such deduction/withholding. The sums so deducted/withheld shall be deposited by the Employer with the relevant authorities on behalf of the Contractor, as per applicable laws/regulations. Immediately thereafter, the Employer shall inform the Contractor of the detailed calculations of such deductions and shall provide the Contractor with the corresponding receipts from the tax authorities.
- 44.4 The Contractor and all its expatriate personnel shall be responsible for the timely and prompt filing of all returns, documents, estimates, accounts, information and details complete and accurate in all respects as may be required under the applicable Indian laws/regulations to the appropriate authorities in India. In case the Contractor or any of its expatriate personnel do not comply with the above requirements, which results in any penalty, interest or other liability, the same shall be borne by the Contractor.
- 44.5 Bidders may like to ascertain availability of Custom Duty benefits available for import of Construction Equipment, if any, as per the extant Custom Act & Notifications of Govt. of India. The bidders shall be solely responsible for obtaining such benefits which they have considered in their Bids and in case of failure to

receive such benefits, the Employer will not compensate the Bidders. The Bidder shall furnish along with their Bid, declarations to this effect in relevant Attachment of Bidding Documents.

Where the Bidder has quoted taking into account the Custom Duty Benefits available for Import of Construction Equipment, he must give all information required for issue of relevant Certificate by Employer along with his bid the relevant Certificate will be issued on this basis only. The bidders shall be solely responsible for obtaining the Custom Duty benefits available for import of Construction Equipment from Govt of India. In case of failure of the bidders to receive the benefits partly or fully from Govt. of India or in the case of any delay in receipt of such benefits, the Employer shall neither be responsible nor liable in this regard in any manner whatsoever.

- 44.6 Each party hereby agrees to indemnify and keep indemnified and saved harmless at all times the other party against any loss, cost, expense or damage suffered or incurred by it by reason of the party which has failed to pay taxes, duties/levies etc. which it is obliged to pay pursuant to the provisions of this Clause 44 and/or arising out of its failure to comply with its obligations under such provisions.

ROYALTIES:

- 44.7 Except where otherwise stated, the Contractor shall pay royalties, rent and other payments or compensations, if any, for getting stone, sand, gravel, clay or other materials required for the Works.
- 44.8 Mining permission shall be obtained by the Contractor from the statutory authorities. The Employer will issue a recommendation letter for obtaining mining permission. Further, the Contractor shall be responsible for finalising and submitting the necessary plans and documents as per the requirements of these authorities. The Contractor shall ensure that the mining/quarrying practices employed are in compliance with the guidelines/directives of the Government authorities. The Contractor shall obtain the Engineer's approval for the excavation plans of borrow areas.

It shall be the responsibility of the Contractor to ensure that the material quarried is used only for the works within the scope of this Contract and that there is no pilferage of these materials. In the event that the Engineer discovers pilferage of quarried materials, he shall be within his rights to make his own assessment of his loss of material and recover from the Contractor the cost of the same at the prevalent market rates of such material.

- 44.9 The Contract Price shall include royalty charges to be paid to the statutory authorities for the material quarried. The royalty charges shall be paid directly to the concerned authorities by Contractor and he shall provide the documentary evidence/certification from the concerned authorities along with the running bills in support of such payments. The Contractor shall be responsible for the reconciliation of the quantities of materials on which royalty is payable and settlement of the total amount of royalty charges to be paid, with the concerned authorities and any payment due to be paid to them arising out of such reconciliation and settlement shall also be paid by him. In the event that the Contractor fails to pay the balance amount or reconcile and settle the total amount of royalty and any claims are raised by the concerned authorities on the above accounts, the same shall be paid by the Employer and recovered from the Contractor.
- 44.10 During the agreed schedule period of completion, in the event of there being a statutory increase in the rates of royalty charges/fresh levy of royalty on materials, the same shall be reimbursed to the Contractor upon submission of satisfactory documentary evidence by him of having made the payments at revised rates. In the event of there being a decrease in such rates, the same shall be recovered from the Contractor. The base date for calculating the increase or decrease shall be the rate as on 28 days prior to the last date for submission of the Price Bid. The bidder shall indicate in his bid, the rates (In Rupees per MT or in units as specified by the concerned authority) of royalty charges considered by him as on the base date specified above as per Government Notification. The total reimbursement (positive or negative) as specified above, to be paid or recovered, shall however be calculated on the quantity of materials actually considered while making the royalty

payments to the concerned authorities, or the theoretical consumption of these materials (calculated on the basis of the volume of concrete or fill of quarried material accepted for payment whichever is less”) and on the basis of documentary evidence of Govt. Notification. However the Contractor will settle claims, with the authorities, if any, on account of over charge by the Government Authorities.

42. PRICE ADJUSTMENT

42.1. The rates quoted by the Contractor in the Bill of Quantities shall be the Base Price, which will be subjected to Price Adjustments in accordance with the conditions and formula prescribed herein and further subject to satisfying the requirements specified in this clause only.

42.2. A certain fixed percentage of the base price shall not be subject to any Price Adjustment. The balance percentage to be specified shall be of Identified components towards labour, steel, cement, other material (s) and H.S. diesel oil (P.O.L) and shall be subjected to Price Adjustment.

42.3. The Price Adjustment formula for the various components of the Contract Price shall be construed as stipulated hereinafter. The formula designed for governing and calculating the Price Adjustment to be applied to the Contract Price shall be as follows:

Category-I: Structural Steel Supports - Steel ribs, steel lagging and metal works (steel) including steel pipes, steel liner in pressure shaft & penstock (BOQ Item Nos. as per Contract Data, Section 4 be calculated for each currency separately)

$$CC_1 = CC_0 \left\{ F + s \times \frac{S_1}{S_0} + l \times \frac{L_1 A_1}{L_0 A_0} + a \times \frac{B_1}{B_0} + b \times \frac{E_1}{E_0} + e \times \frac{Z_0}{Z_1} \right\}$$

Where

CC_1 = Adjusted Gross Value of work done month wise for items listed under Category-I.

CC_0 = Gross value of work done month-wise for Items listed under Category-I.

F = Fixed portion of the gross value which will not be subjected to any adjustment = 0.20

‘s’ = Coefficient of steel content in the cost of work

‘l’ = Coefficient of labour (for all categories) content in the cost of work

‘a’ = Coefficient of acetylene gas content in the cost of work

‘b’ = Coefficient of oxygen gas content in the cost of work

‘e’ = Coefficient of electrodes content in the cost of work

‘S’ = **Index for Steel**

Index Numbers of Wholesale prices in India - by Groups & Sub-Groups (Base: 1993-94=100) Published in RBI Bulletin, Table No. 40.

Group (J): Basic Metals, Alloys & Metal Products

**Sub-Group a: Basic Metals & Alloys
a1: Iron & Steel**

'L' = Labour Index

Consumer Price Index Numbers for Industrial Workers - All-India & Selected Centre as per Contract Data , Section 4 (Base:2001=100) Published by Labour Bureau, Simla / RBI Bulletin.

Table No. 36, Under the Head: "All India"

'A' = Index for Acetylene Gas

Index Numbers of Wholesale Prices in India - by Groups & Sub-Groups (Base: 1993-94=100) Published in RBI Bulletin, Table No. 40.

Group (H): Chemicals & Chemical Products

Sub-Group i: Matches, explosives and other chemicals n.e.c.

'B' = Index for Oxygen Gas

Index Numbers of Wholesale Prices in India - by Groups & Sub-Groups (Base: 1993-94=100) Published in RBI Bulletin, Table No. 40.

Group (H): Chemicals & Chemical Products

Sub-Group i: Matches, explosives and other chemicals n.e.c.

'E' = Index for Electrodes

Index Numbers of Wholesale Prices in India - by Groups & Sub-Groups (Base: 1993-94=100) Published in RBI Bulletin, Table No. 40.

Group (J): Basic Metals, Alloys & Metal Products

Sub-Group a: Basic Metals & Alloys

a4: Ferro alloys

Category-II: Reinforcement, rock, bolt and wiremesh etc. (B.O.Q. Item Nos. as per Contract Data, Section 4) (To be calculated for each currency separately)

$$CC_1 = CC_0 \left\{ F + s \times \frac{S_1}{S_0} + m \times \frac{M_1}{M_0} + l \times \frac{L_1}{L_0} \right\} \frac{Z_0}{Z_1}$$

Where

CC₁ = Adjusted Gross Value of work done month wise for items listed under Category-II.

CC₀ = Gross value of work done month-wise for Items listed under Category-II.

'F' = Fixed Portion of the gross value which will not be subjected to any adjustment = 0.20

's' = Coefficient of steel content in the cost of work

'm' = Coefficient of Materials (Other than Steel) content in the cost of work

- 'I' = Coefficient of labour (for all categories) content in the cost of work
- 'S' = **Index for Steel**
Index Numbers of Wholesale prices in India - by Groups & Sub-Groups (Base: 1993-94=100) Published in RBI Bulletin, Table No. 40.
- Group (J): Basic Metals, Alloys & Metal Products**
Sub Group a: Basic Metals & Alloys
a1: Iron & Steel
- 'M' = **Index for Material (Other than Steel)**
Index Numbers of Wholesale Prices in India - by Groups & Sub-Groups (Base: 1993-94=100) Published in RBI Bulletin, Table No. 40.
Under Head: All Commodities
- 'L' = **Labour Index**
Consumer Price Index Numbers for Industrial Workers - All-India & Selected Centres (Base: 2001=100) Published by Labour Bureau, Simla / RBI Bulletin.
Table No. 36, Under the Head: "All India"

Category-III : concrete , shotcrete, Cement Variation, Masonry and Cement Grouting etc. (B.O.Q. Item Nos. as per Contract Data, Section 4) (To be calculated for each currency separately)

$$CC_1 = CC_0 \left\{ F + c \times \frac{C_1}{C_0} + m \times \frac{M_1}{M_0} + d \times \frac{D_1}{D_0} + l \times \frac{L_1}{L_0} \right\} \frac{Z_0}{Z_1}$$

Where

- CC₁ = Adjusted Gross Value of work done month-wise for items listed under Category-III.
- CC₀ = Gross value of work done month-wise for Items listed under Category-III.
- 'F' = Fixed Portion of the gross value which will not be subjected to any adjustment = 0.20
- 'c' = Coefficient of Cement content in the cost of work
- 'm' = Coefficient of Materials (Other than Cement) content in the cost of work
- 'd' = Coefficient of High Speed Diesel Oil content in the cost of work
- 'l' = Coefficient of labour (for all categories) content in the cost of work
- 'C' = **Index for Cement**
Index Numbers of Wholesale Prices in India - by Groups & Sub-Groups (Base: 1993-94=100) Published in RBI Bulletin, Table No. 40.

Group (I): Non-Metallic Mineral Products
Sub Group c: Cement

- 'M' = **Index for Material (Other than Cement)**
Index Numbers of Wholesale Prices in India - by Groups & Sub-Groups (Base: 1993-94=100) Published in RBI Bulletin, Table No. 40.

Under Head: All Commodities.

- 'D' = **High Speed Diesel Oil**
High Speed Diesel Oil Price at outlet of Indian Oil Corporation nearest to the Project Site. (Selling Price inclusive of taxes and duties per litre of H.S.D Oil)
- 'L' = **Labour Index**
Consumer Price Index Numbers for Industrial Workers - All-India & Selected Centre as per Contract Data, Section 4 (Base: 1982=100) Published by Labour Bureau, Simla / RBI Bulletin.
Table No. 36, Under the Head: "All India"

Category-IV: All the balance items not included in Category-I, II & III above (To be calculated for each currency separately)

$$CC_1 = CC_0 \left\{ F + m \times \frac{M_1}{M_0} + d \times \frac{D_1}{D_0} + l \times \frac{L_1}{L_0} \right\} \frac{Z_0}{Z_1}$$

Where

- CC₁ = Adjusted Gross Value of work done month-wise for items listed under Category-IV.
- CC₀ = Gross value of work done month-wise for Items listed under Category-IV.
- 'F' = Fixed Portion of the gross value which will not be subjected to any adjustment = 0.20
- 'm' = Coefficient of Materials content in the cost of work
- 'd' = Coefficient of High Speed Diesel Oil content in the cost of work
- 'l' = Coefficient of labour (for all categories) content in the cost of work

- 'M' = **Index for Material**
Index Numbers of Wholesale Prices in India - by Groups & Sub-Groups (Base: 1993-94=100) Published in RBI Bulletin, Table No. 40.
Under Head: All Commodities.
- 'D' = **High Speed Diesel Oil**
High Speed Diesel Oil Price at outlet of Indian Oil Corporation nearest to the Project Site. (Selling Price inclusive of taxes and duties per litre of H.S.D Oil)
- 'L' = **Labour Index**
Consumer Price Index Numbers for Industrial Workers - All-India & Selected Centres (Base:2001=100) Published by Labour Bureau, Simla / RBI Bulletin.
Table No. 36, Under the Head: "All India"

Sub-Script for all Categories:

'0' = Refers to index / price as on 28 days prior to last date for submission of Price bids.

"1" = Refers to index / price as applicable for the month prior to the month in which the work is executed for which adjustment is applicable.

Z_0 and Z_1 For all Categories:

Z_0 = the rate of exchange of the Foreign Currency equivalent to Indian Rupees as published by State Bank of India (B.C. Selling Rate) as on the date of submission of Price Bid.

Z_1 = the rate of exchange of the Foreign Currency equivalent to Indian Rupees as published by State Bank of India (B.C. Selling Rate) as on the date of Certification of payment by the Engineer.

Z_0 and Z_1 shall be applicable in case the payment is to be made in currencies other than Indian Rupees. In case, the payment is to be released in Indian Rupees, Z_0/Z_1 shall be equal to 1 in the above formulae.

The value of various coefficients for different materials, under Category - I, II, III & IV above shall be as per Contract Data Section 4.

42.4. Any increase, direct or indirect, in the cost of construction due to any increase in minimum wage or increase in provision of labour amenities and benefits in excess of those applicable on the Base date of tender, shall not be payable to the Contractor separately under clause GCC Clause 46 except as per the provision of this Price Adjustment clause.

42.5. The Price Adjustment for each currency shall be paid separately.

42.6. If the Contractor fails to complete whole of Works within Time for Completion, adjustment of prices thereafter shall be made using either the latest cost indices/ prices relating to prescribed Time for Completion or the current indices/prices, whichever is more favorable to the Employer.

42.7. In the case of material brought to Site for which any secured advance is included in the Running bill according to Clause 50, the amount of such secured advance considered as a credit shall be added to the value of work done for operation of this clause. Similarly, when such material are incorporated in the work and the secured advance is debited, the amount of secured advance originally considered for operation of this clause should be deducted from the value of work done.

42.8. Every month after the award of Contract, the Contractor shall submit to the Engineer, a written notice of the changes, if any, that have occurred in the specified indices of Materials(s), and Labour or that of Diesel price, during the previous reporting period containing the effective date of such change, the amount of change for the claim of the amount of contract price Adjustment with authenticated documentary evidence of the relevant published indices/diesel price to substantiate the price adjustment.

42.9. To the extent that full compensation for any rise or fall in costs to the Contractor is not covered by the provisions of this or other Clauses in the Contract, the unit rates and prices included in the Contract shall be deemed to include amounts to cover the contingency of such other increase or decrease in cost.

43. SUBSEQUENT LEGISLATION

If, after the date 28 (Twenty eight) prior to the last date for submission of Price Bid for the contract there occur changes to any National or State Statute, Ordinance or

Decree or other Law or any regulation or bye law of any local or other duly constituted authority or introduction of any such state statute, Ordinance, Decree, Law, regulation or bye law which causes additional or reduced cost to the Contractor in execution of the Contract, such additional or reduced cost shall, be determined by the Employer and shall be added to or deducted from the Contract Price and the Employer's Representative shall notify the Contractor accordingly .

Notwithstanding the above, such additional or reduced cost shall not be separately adjusted (paid/recovered) if the same already have been taken into account in the cost indices or prices to the Price Adjustment Formula provided in Clause 45 of GCC.

44. LIQUIDATED DAMAGES

44.1. In case of delay in completion of the specified Interim Contract Milestones or Works as a whole (including authorized extension) , Liquidated Damages (LD) may be levied at the rate of(as per Contract Data, Section 4 of the Contract Price per day of delay , subject to a maximum of 10 per cent of the Contract Price.

44.2. The Employer, if satisfied, that the Works can be completed by the Contractor within a reasonable time after the specified Time for Completion, may allow further extension granted being with LD, the Employer will be entitled without prejudice to any other right or remedy available in that behalf, to recover from the Contractor as agreed damages as per Contract Data, section 4, subject to the ceiling defined above.

44.3. In case the Works as a whole is completed by the Contractor within the stipulated Time for Completion, the interim liquidated damages imposed for delays in not achieving the specified Interim Contract Milestones will be refunded to the Contractor after issuance of Completion Certificate.

44.4. The Employer, if not satisfied that the Works can be completed by the Contractor within specified Time for Completion, and in the event of failure on the part of the Contractor to complete Works within further extension of time allowed as aforesaid, shall be entitled, without prejudice to any other right, or remedy available in that behalf, to rescind the Contract.

44.5. In the event of such rescinding/termination of the Contract as described above the Employer shall be entitled to recover LD up to a maximum amount of ten percent (10%) of the Contract Price . The Security Deposit shall be adjusted towards liquidated damages. The balance work under the contract package shall be got completed by other means at the risk and cost of the Contractor.

45. INCENTIVE BONUS (Optional Clause)

For early completion of the Contract before the stipulated date of completion, an incentive amount at the rate as per Contract Data, section 4, per day of early completion, subject to a maximum of ten percent (10 %) of the Contract Price shall be paid to the Contractor. For the purpose of this clause date of completion shall correspond to original Time for Completion without admissible extension of time.

46. MOBILIZATION & EQUIPMENT ADVANCE

46.1. Mobilization Advance and Construction Equipment Advance shall be interest bearing against Bank Guarantee for Mobilization advance and against hypothecation of Construction Equipment to the Employer for Construction Equipment Advance.

46.2. The rate of interest chargeable shall be as per Contract Data Section 4.

46.3. The Employer shall pay, if so opted by Contractor, mobilization advance upto 5% of Contract Price, payable in two equal installments. The first installment should be paid after mobilization has started and next installments should be paid after satisfactory utilization of earlier advance (s)

46.4. Construction Equipment advance shall be paid upto 10 % of Contract Price and limited to 90 % of the cost of Construction Equipment. Construction Equipment Advance shall be admissible only for new Construction Equipment.

46.5. Construction Equipment advances shall be paid after Construction Equipment has arrived at the Site and hypothecated to the Employer.

46.6. Recovery of Mobilization and Construction Equipment advance shall start when 10 % of the Work is executed and recovery of total advance shall be done on pro-rata basis and shall be completed by the time work equivalent to 80 % of the Contract Price is executed.

46.7. The interest shall be calculated on the outstanding amount of principal at the close of each month. The recovery of the interest shall commence in the next running bill following that in which the total of all gross Interim Payment has reached 10% of the Contract Price. Interest as accrued till the time the total gross payment has reached 10% of the Contract Price shall be recovered in suitable installments in such a way that the above said interest is fully recovered by the time the total gross Interim Payment has reached 30% of the Contract Price. In addition to this, the interest as may be due on 1st of each month will be recovered from the Interim Payment Certificates of the Contractor to be paid during that month. If for any reason, the payment due is insufficient to recover the full interest and principal together, interest shall be credited/recovered first and the residual applied to the principal. The recovery of interest shall be in addition to the recovery of principal as per clause 49.6 above.

46.8. The Contractor shall always have the option to have the recoveries commenced and/or completed earlier, and/or to have recoveries effected in installments of higher amounts and also to repay part or whole of the advance by direct payment rather than through Interim Payment Certificates.

47. SECURED ADVANCE

With respect to material and Plant brought by the Contractor to the Site for incorporation in the Permanent Works, the Contractor shall receive a credit in the month in which these materials and Plant are brought to the Site and be charged a debit in the month in which they are incorporated in the Permanent Works, both such credit and debit to be determined by the Engineer-in-Charge in accordance with the following provisions:

- (a) no credit shall be given unless the following conditions have been met to the Engineer-in-Charge's satisfaction:
 - (i) the materials and Plant are in accordance with the Specifications for the Works;
 - (ii) the materials and Plant have been delivered to the Site and are properly stored and protected against loss, damage, or deterioration;
 - (iii) the Contractor's record of the requirements, order, receipts and use of materials and Plant are kept in a form approved by the Engineer-in-charge, and such records are available for inspection to the Engineer-in-charge;
 - (iv) the Contractor has submitted a statement of his cost of acquiring and delivering the materials and Plant to the Site, together with such documents as may be required for the purpose of evidencing such cost ;
 - (v) the materials are to be used within a reasonable time;
- (b) the amount to be credited to the Contractor shall be the equivalent of 75 percent of the Contractor's reasonable cost of materials and Plant delivered to the Site, as determined by the Engineer-in-Charge after review of the documents listed in sub-para (a)(iv) above;
- (c) the amount to be debited to the Contractor for any materials and Plant incorporated into the Permanent Works shall be equivalent to the credit previously granted to the

Contractor for such materials and Plant pursuant to sub-clause (b) above, as determined by the Engineer-in-Charge.

48. PATENT RIGHTS

The Contractor shall indemnify the Employer, its representatives or its employees against any action, claim or proceedings relating to infringement or use of any patent rights or design trademark or patented name or other protected rights in respect of the whole or any part of the works and shall pay any royalties or other charges which may be payable in respect of any machine, article or materials or part thereof included in the Contract. In the event of any claim being made or action being brought against the Employer or any agent, servant or employee of the Employer in respect of any such matters as aforesaid, the Contractor shall immediately be notified thereof. Provided that such indemnity shall not apply when such infringement has taken place in complying with the specific directions issued by the Employer.

E. FINISHING THE CONTRACT.

49. COMPLETION

After completion of the Works, the Contractor will serve a written notice to the Employer's Representative or his nominee to this effect. The Employer's Representative or his nominee upon receipt of this notice shall conduct a complete joint survey of the works within 7 days and prepare a Defects list jointly. The Defects pointed out by the Employer's Representative or his nominee/ Employer would be rectified by the Contractor within 14 days or any extended time agreed by the Employer and thereafter acceptance report be signed jointly by the Contractor and the Employer. This joint acceptance report shall be treated as 'Completion Certificate' provided the contractor has submitted "As built drawings" and :O&M Manual"as per terms of Contract .

50. TAKING OVER

The Employer shall take over the Site and the Works within seven days of the Employer's Representative or his nominee issuing a Completion certificate to the Contractor.

51. FINAL ACCOUNT

The Contractor shall submit to the Employer's Representative or his nominee a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period . The Employer's Representative or his nominee shall issue a Performance Certificate after meeting all the commitments with respect to Defects Liability Period and certify any final payment that is due to the Contractor within 60 days of receiving the Contractor's account if it is correct and complete. If it is not, the Employer's Representative or his nominee shall withhold Performance Certificate and issue within 15 days a schedule that states the scope of the corrections or additions that are necessary for the correction and certify payment of the undisputed amount to the Contractor. If the Final Account is still unsatisfactory after it has been resubmitted, the Employer's Representative or his nominee shall decide on the amount payable to the Contractor and issue a Final Payment Certificate, within 60 days of receiving the Contractor's revised account.

52. OPERATING AND MAINTENANCE MANUALS

55.1 If "as built" Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates stated in the Contract Data.

55.2 If the Contractor does not supply the "as built" Drawings and/or manuals by the dates stated in the Contract Data, or they do not receive the Employer's Representative or his nominee's approval, the Employer's Representative or his nominee shall withhold the amount stated in the Contract Data from payments due to the Contractor.

53. SUSPENSION OF WORKS

56.1 The Contractor shall on the order of the Engineer-in- charge suspend the progress of the Works or any part thereof for such time or times and in such manner as the Engineer-in-Charge may consider necessary and shall during such suspension properly protect and secure the work so far as is necessary in the opinion of the Engineer-in- charge. If such suspension is:

- (a) provided for in the Contract, or
- (b) necessary for the proper execution of the Works or by reason of weather conditions or by some default on the part of the Contractor, or
- (c) necessary for the safety of the Works or any part thereof,

then the Contractor shall not be entitled to extra costs (if any) incurred by him during the period of suspension of the works; but in the event of any suspension ordered by the Engineer-in-Charge for reasons other than aforementioned and when each such period of suspension exceeds 14 days, the Contractor shall be entitled to such extension of Time for Completion of the Works as the Engineer-in-Charge may consider proper having regard to the period or periods of such suspensions and to such compensation as the Engineer-in-Charge may consider reasonable cost incurred by the Contractor during the periods of such suspension.

56.2 If the progress of Works or any part thereof is suspended on the order of the Engineer-in-Charge for more than three months at a time the Contractor may serve a written notice on the Engineer-in-Charge requiring permission within 15 days from the receipt thereof to proceed with the Works or that part thereof in regard to which progress is suspended and if such permission is not granted within that time the Contractor by a further written notice so served may (but is not bound to) elect to treat the suspension where it affects part only of the Works as an omission of such part or where it affects the whole of the Works as an abandonment of the Contract by the Employer.

54. TERMINATION

57.1 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.

57.2 Fundamental breaches of Contract include, the following provided that the aggrieved party serves a notice 30 days in advance:

- a. The Contractor stops work for more than 28 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Employer's Representative / Engineer-in-Charge:
- b. The Employer's Representative or his nominee instructs the Contractor to delay the progress of the Works and the instruction is not withdrawn within 28 days.
- c. The Employer or the Contractor becomes bankrupt or goes into liquidation other than for a reconstruction / restructuring or amalgamation.
- d. A payment certified of the running bill by the Employer's Representative or his nominee is not paid by the Employer to the Contractor within 50 days of the date of authorization.
- e. The Employer's Representative or his nominee gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Employer's Representative or his nominee.
- f. The Contractor does not maintain security which is required.
- g. The Contractor delays the completion of works by the number of days for which the maximum amount of liquidated damages can be paid as defined in the Contract data.
- h. If the Contractor, in the judgment of the Employer has engaged in corrupt or fraudulent or collusive or coercive practices in competing for or in executing the Contract.
- i. If the Contractor has not complied with Sub-Clause 13.10 of GCC pertaining to obtaining & maintaining insurance policy.

For the purpose of this Clause corrupt or fraudulent or collusive or coercive practices shall mean as under:

- (i) "Corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- (ii) "Fraudulent practice" is 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;

- (iii) “Collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- (iv) “Coercive practice” is 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;

57.3 When either party to the Contract gives notice of a breach of Contract to the other party for a cause other than those listed under Sub Clause 57.2 above, the Employer’s Representative shall decide whether the breach is fundamental or not.

57.4 Notwithstanding the above, the Employer may terminate the Contract for his convenience subject to payment of compensation to the Contractor as per Clause 59 here under.

57.5 If the Contract is terminated the Contractor shall stop work immediately, make the Site safe and secure and leave the Site as soon as reasonably possible.

57.6 All materials on the Site, Plant, Construction Equipment, Temporary Works and Works shall deemed to be the property of the Employer, if the Contract is terminated because of a Contractor’s default. All Plant and materials forming part of Works shall become property of Employer upon issue of Taking over Certificate.

55. PAYMENT UPON TERMINATION.

58.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Employer’s Representative shall issue a certificate for the value of the work done less advance payments upto the date of the issue of the certificate, less other recoveries due in terms of the Contract, less taxes due to be deducted at source as per applicable law. If the total amount due to the Employer including amounts arising as a consequence of execution of balance works at the risk and cost of Contractor exceeds any payment due to the Contractor, the difference shall be a debt payable to the Employer.

58.2 If the Contract is frustrated by the outbreak of war or by other event entirely outside the control of either the Employer or the Contractor, the Employer’s Representative shall certify that the Contract has been frustrated. The Contractor shall leave the Site and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which commitment was made.

56. Foreclosure of Contract

59.1 In case, the Employer decides to abandon or reduce the scope of the works under the Contract for reason whatsoever and does not require the whole or any part of the works to be carried out, the Engineer-in-charge shall give notice in writing to that effect to the Contractor and the Contractor shall have no claim to any payment of compensation or otherwise whatsoever on account of any profit or advantage which he might have derived from execution of the works in full but which he could not derive in consequence of the fore-closure of the whole or part of the Contract.

The Contractor shall be paid at Contract rates for full amount of the works executed at site and in addition, a reasonable amount as certified by the Engineer-in-charge for the items hereunder mentioned which could not be utilized on the work to the full extent because of the foreclosure.

- (i) Any expenditure incurred on preliminary works, e.g. temporary access roads, temporary labor huts, staff quarter & site office, storage accommodation and water storage tanks;

a) The Employer shall have the option to take over Contractor's materials or any part thereof, either brought to Site or ordered for which the Contractor is legally bound to accept delivery from suppliers provided however that the quantity of such materials are not in excess of reasonable requirement of works. The decision of Engineer-in-charge in respect of reasonable quantity required for works will be final and conclusive (for incorporation in or incidental to the work), provided however, the Employer shall be bound to take over, the material or such portions thereof as the Contractor does not desire to retain. The cost shall, however, take into account purchase price, cost of transportation and deterioration or damage which have been caused to materials whilst in the custody of the Contractor.

b) For Contractor's materials not retained by the Employer, reasonable cost for transporting such materials from Site to Contractor's stores or to his other works, whichever is less will be paid by the Employer. If materials are not transported to either of the said places, no cost of transportation shall be payable.

(ii) Reasonable compensation for transfer of Construction Equipment from Site to Contractor's permanent stores or to his other works whichever is less provided that such Construction Equipment is not in excess or reasonable requirement of works. If Construction Equipment are not transported to either of the said places, no cost of transportation shall be payable.

(iii) The reasonable cost of transportation of all the Contractor's staff and workmen employed on or in connection with the works at time of such fore closure of Contract.

59.2 a) The Contractor shall, if required by the Engineer-in-charge, furnish to him books of account, wage books, time sheets and other relevant documents as may be necessary to enable him to certify the reasonable amount payable under this condition.

b) Provided always that against any payments due from Employer under this clause Employer shall be entitled to be credited with any outstanding balances due from the Contractor and any other sums which at the date of termination were recoverable by the Employer from the Contractor under terms of the Contract.

57. CLOSURE OF CONTRACT & SITE CLEARANCE

60.1 Performance Certificate

Performance Certificate shall be issued by Employer's Representative upon completion of all the Contractor's obligations, stating the date on which the Contractor completed his obligations under the Contract.

The Employer's Representative shall issue the Performance Certificate within 28 days of expiry of Defects Liability Periods including remedying any Defects to be carried after completion of Works. A copy of the Performance Certificate shall be retained by the Employer's Representative with duly acknowledge receipt from the Contractor.

Only the Performance Certificate shall be deemed to constitute acceptance of the Works.

60.2 Clearance of Site

Upon receiving the Completion Certificate, the Contractor shall remove any remaining Contractor's Equipment, surplus material, wreckage, rubbish and Temporary Works from the Site.

If any of these items have not been removed within 28 days by the Contractor after the issue of Completion Certificate, the Employer may dispose off remaining items. The Employer shall be entitled to be paid the costs incurred in connection with, or attributable to, such sale or disposal and restoring the Site.

Any balance of the moneys from the sale shall be paid to the Contractor. If these moneys are less than the Employer's costs, the Contractor shall pay the outstanding balance to the Employer.

58. COMPLIANCE

61.1 Labour

The Contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport.

The Contractor shall, if required by the Employer's Representative or his nominee, deliver to the Employer's Representative or his nominee a return in detail, in such form and at such reasonable intervals as the Employer's Representative or his nominee may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by the Contractor on the Site and such other information as the Employer's Representative or his nominee may require.

The Contractor is encouraged, to the extent practicable and reasonable, to employ staff and labour with appropriate qualifications and experience from the region of the project. Unskilled labour shall be recruited from local region.

61.2 Compliance With Labour Regulations:

During continuance of the contract, the Contractor and his sub contractors shall abide at all times by all existing labour enactment and rules made thereunder, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules) regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or Central Government or the local authority. Salient features of some of the major labour laws that are applicable to construction industry are given below. The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made thereunder, regulations or notifications including amendments. If the Employer is caused to pay or reimburse such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye laws/Acts/Rules/regulations including amendments, if any, on the part of the Contractor the Employer's Representative or his nominee/Employer shall have the right to deduct any money due to the Contractor including his amount of Security Deposit. The Employer/Employer's Representative or his nominee shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer.

The employees of the Contractor and the Sub-Contractor in no case shall be treated as the employees of the Employer at any point of time.

61.3 Salient Features of Some Major Laws Applicable to Establishments Engaged in Building and Other Construction Work.

- a. Workmen Compensation Act 1923:- The Act provides for compensation in case of injury by accident arising out of and during the course of employment.
- b. Payment of Gratuity Act 1972: Gratuity is payable to an employee under the Act on satisfaction of certain conditions on separation if an employee has completed 5

years service or more on death at the rate of 15 days wages for every completed year of service. The Act is applicable to all establishments employing 10 or more employees.

- c. Employees P.F and Miscellaneous Provision Act 1952: The Act Provides for monthly contributions by the Employer plus workers @ 12%/8.33%. The benefits payable under the Act are:
 - (i) Pension to family pension on retirement or death, as the case may be.
 - (ii) Deposit linked insurance on the death in harness of the worker.
 - (iii) Payment of P.F accumulation on retirement/death etc.
- d. Maternity Benefit Act 1951:- The Act provides for leave and some other benefits to workmen/ employees in case of confinement or miscarriage etc.
- e. Contract Labour (Regulation & Abolition) Act 1970:- The Act provides for certain welfare measures to be provided by the Contractor to contract labour and in case the Contractor fails to provide, the same are required to be provided, by the Principal Employer by Law. The Principal Employer is required to take Certificate of Registration and the Contractor is required to take license from the designated Officer. The Act is applicable to the establishments or Contractor of Principal Employer if they employ 20 or more contract labor.
- f. Minimum Wages Act 1948: The Employer is supposed to pay not less than the minimum wages fixed by appropriate Government as per provisions of the Act if the employment is a scheduled employment Construction of Buildings, Roads, Runways are scheduled employment.
- g. Payment of Wages Act 1936:- It lays down as to by what date the wages are to be paid when it will be paid and what deductions can be made from the wages of the workers.
- h. Equal Remuneration Act 1979:- The Act provides for payment of equal wages for work of equal nature to Male and Female workers and for not making discrimination against Female employees in the matters of transfers, training and promotions etc.
- i. Payment of Bonus Act 1965: The Act is applicable to all establishments employing 20 or more employees. The Act provides for payments of annual bonus subject to a minimum of 8.33% of wages and maximum of 20% of wages to employees drawing Rs. 3500/- per month or less. The bonus to be paid to employees getting Rs. 2500/- per month or above upto Rs. 3500/- per month shall be worked out by taking wages as Rs. 2500/- per month only. The Act does not apply to certain establishments. The newly set-up establishments are exempted for five years in certain circumstances. Some of the State Governments have reduced the employment size from 20 to 10 for the purpose of applicability of this Act.
- j. Industrial Disputes Act 1947:- The Act lays down the machinery and procedure for resolution of Industrial disputes, in what situations a strike or lock out becomes illegal and what are the requirements for laying off or retrenching the employees or closing down the establishment.
- k. Industrial Employment's (Standing Orders) Act 1946:- It is applicable to all establishments employing 100 or more workmen (employment size reduced by some of the States and Central Government to 50). The provides for laying down rules governing the conditions of employment by the Employer on matters provided in the Act and get same certified by the designated Authority.
- l. Trade Unions Act 1926:- The Act lays down the procedure for registration of trade union of workmen and employers. The Trade Union registered under the Act have been given certain immunities from civil and criminal liabilities.

- m. Child Labour (Prohibition & Regulation) Act 1986:- The Act prohibits employment of children below 14 years of age in certain occupations and processes and provides for regulation of employment of Children in all other occupations and processes. Employment of Child Labor is prohibited in Building and Construction Industry.

 - n. Inter-State Migrant workmen's (Regulation of Employment & Conditions of Service) Act 1979:- The Act is applicable to an establishment which employs 5 or more inter-state migrant workmen through an intermediary (who has recruited workmen in one state for employment in the establishment situated in another state). The Inter-State migrant workmen, in establishment to which this Act becomes applicable, are required to be provided certain facilities such as housing, medical aid, traveling expenses from home upon the establishment and back, etc.

 - o. The Building and Other Construction workers (Regulation of Employment and Conditions of Service) Act 1996 and the Cess Act of 1996:- All the establishments who carry on any building or other construction work and employs 10 or more workers are covered under this Act. All such establishments are required to pay cess at the rate of the cost of construction or as may be notified by the Government. . The Employer to whom the Act applies has to obtain a registration certificate from the Registering Officer appointed by the Government.
- 61.4 The Contractor must deploy certified workers to the extent of 25% of total worker's strength. Valid certificates issued by a recognized University, technical Board, or Ministry of Government of India would only be taken cognizance of.
- 61.5 The Contractor shall ensure to obtain the EPF code number from the concerned authorities before start of work and will not engage any sub-contractor who does not possess EPF code number.
- 61.6 Provided always that the Contractor shall have no right to demand payments/claims whatsoever on account of his compliance with his obligations under this clause and Labour Regulation except those specifically mentioned in the GCC clause 45 pertaining to Price Adjustment.

PART II - SPECIAL CONDITIONS OF CONTRACT (SCC)

Part - I General Conditions and Part-II Special Conditions together comprise the conditions governing the rights and obligations of both parties i.e. Employer & Contractor related to item rate civil works (i.e. Employer designed packages) contract.

For this reason, it will be necessary to prepare a Part II document incorporating specific needs for each individual contract wherever appropriate to cover additional requirements, supplementary information and exceptional circumstances related to type of Works and its location. Such additions / alterations should be effected by stating it in Part II (SCC) that a particular clause, or part or a Clause/Sub-Clause in Part I (GCC) is deleted and giving the substitute clause, or part thereof, as applicable. It may, however, be ensured that no ambiguity is created with Part I (GCC) while casting the additional material in Part II (SCC).

SECTION 4

CONTRACT DATA

CONTRACT DATA

Items marked "N/A" shall not apply to this contract.

Clause
Reference

- The following documents are also part of the Contract
 - The Schedule of other Contractors GCC 8.4
 - The Schedule of Key Personnel to be deployed at Site..... ITB 4.4
 - The Schedule of Construction Equipment to be deployed at Site..... ITB 4.3
 - The Site Investigation Report (including GBR)..... ITB 8.3
 -
 -

The above insertions should correspond to the information provided in the Invitation for Bids. (ITB)

- The Employer is
 - Name _____
 - Address _____
- Name of authorized Employer’s Representative / Engineer-in-Charge is
 - _____
 - Address _____
- Name of Authorised Representative of the Contractor * _____
 - Address _____

* (In case of JV/Consortium being a bidder, Name & Address of Leader and other partners shall be entered)

- Name _____
- Address _____

- The Conciliator appointed jointly by the Employer and Contractor is:
 - * Name: _____
 - * Address _____

(* to be filled in after the Conciliator has been appointed)

- The name and identification number of the Contract is _____

(Insert name and number as indicated in the invitation for Bids (or Prequalification, if any))

- The works consist of -----
(Brief summary, including relationship to other contracts under the Project)
- The start date shall be -----
- The Time for Completion for the whole of the Works is -----months with the following milestones:

Interim Contract Milestones :

	<u>Physical works to be completed</u>	<u>Period from the Commencement</u>
<u>Date</u>		

Milestone 1 i.e. _____ months
 Milestone 2 i.e. _____ months
 Milestone 3 i.e. _____ months
 -----onwards----- months

- The following documents also form part of the Contract (GCC 2.3)

- The Contractor shall submit a Program for the Works within _____ days of delivery of the Letter of Acceptance. (GCC 27)

- The Site Possession Dates shall be (GCC 17)

Part Site 1 _____
 Part Site 2 _____
 Part Site 3 _____

- The site is located at _____ and is defined in drawings (ITB 7) nos. _____

- The Defects Liability Period is _____ days (GCC 33)

- The minimum insurance cover for physical property, injury and death is Rs. _____ (lakhs) per occurrence with the number of occurrences limited to four. After each occurrence, contractor will pay additional premium necessary to make insurance valid for four occurrences always. (GCC 13)

- The following events shall also be additional Compensation Events: (GCC 11)

1. The Employer terminates the contract for his convenience
2. _____
3. _____
4. _____

- The currency of the Contract is (ITB 15)

- (a) Indian Rupees
- (b) _____
- (c) _____
- (d) _____

- Fees and types of reimbursable expenses to be paid to the Conciliator

- Appointing Authority for the Arbitral Tribunal & Conciliator : Institutionalised arbitration through Construction Industry Arbitration Council (CIAC)/Institution of Engineers/Indian Council of Arbitrators or any other Institution as decided by the Employer.

- The value of the co-efficients for the different cost inputs under various categories are as below: (GCC 45)

CATEGORY - I

1.	Steel	- s	— %
2.	Labor	- l	— %
3.	Acetylene	- a	— %
4.	Oxygen	- o	— %
5.	Electrodes	- e	— %

Total 80 %

CATEGORY - II

1.	Steel	- s	— %
2.	Labour	- l	— %
3.	Materials (All commodities)	- m	— %
			Total 80 %

CATEGORY - III

1.	Cement	- c	— %
2.	Material (All commodities)	- m	— %
3.	High Speed Diesel	- d	— %
4.	Labour	- l	— %
			Total 80 %

CATEGORY - IV

1.	Material (All commodities)	- m	— %
2.	High Speed Diesel	- d	— %
3.	Labour	- l	— %
			Total 80 %

Centre for Labour Index for the purpose of labour index

Location of nearest petrol pump for HSD price

- The idling of contractor’s resources shall cover compensation for idling time (GCC 34) related cost of following items:
 - (i) Construction Equipment: The idling cost shall be calculated taking into account following costs for the idling period.
 - a. 50% of Depreciation cost of Construction Equipment based upon annual depreciation as per IS 11590 : 1995.
 - b. Interest on Capital Investment (Average Annual Cost) of Construction Equipment with interest rate applicable for Equipment Advance.
 - c. Insurance Cost for Construction Equipment.
 - (ii) Labour Cost
 - (iii) Interest accrued on Mobilization Advance.
 - (iv) Cost of Site Staff
 - (v) Bank Guarantees and Insurance charges for Works (CAR) policy.
 - (vi) Overheads

$$\text{overhead charges} = \frac{5\% \times \text{Contract Price} \times \text{authorized Time Extension}}{\text{Contractual Construction Period}} \text{ for}$$

compensation events

- The liquidated damages for the whole of the works are (GCC-47.1) Rs _____ (amount) per day of delay

and that for the milestone are as under:

For milestone 1	Rs_____per day of delay
For milestone 2	Rs_____per day of delay
Fore milestone3	Rs_____per day of delay

- The incentive for early completion of the whole of the works are (GCC-48)
Rs_____ (amount) per day of early completion than the date of.....
(completion date corresponding to the original Time for Completion without any extension)
- The amount to be withheld for failing to supply “as built” drawings and/or (GCC 55)
operating and maintenance manuals by the date required is
Rs._____
- Rate of Interest for delayed payment by Employer : (GCC 43)
- * .Rate of Interest for different Interest bearing Advances: (GCC 49)

**BID SUBMISSION FORM
(TO BE SUBMITTED ON BIDDER'S LETTER HEAD)**

Name and Description of the Works _____

To: (Name and Address of the Employer)

Subject: Tender for _____ (Bid No. _____)

Dear Sir,

1. With reference to your Invitation for Bids (IFB), I/We have examined Bidding documents, including Addenda(s) (if any) for the above named works and understood their contents. I/We, hereby submit my/our offer to execute the Works described above in conformity with the Conditions of Contract, Employer's Requirements, Contract Data and Addenda(s) (if any) accompanying this Bid for the Contract Price as mentioned in the "Price Bid".

- 1a We are aware that the Bill of Quantities do not generally give a full description of the work to be performed under each item and we shall be deemed to have read the Technical Specifications and other Bidding Documents and Drawings to ascertain the full scope of work included in each item while filling-in the rates and prices. We agree that the entered rates and prices shall be deemed to include for the full scope as aforesaid, including overheads and profit.
- 1b We declare that as specified in the General Conditions of Contract (Clause 44, 45 & 46), the rates of Bill of Quantities shall be subject to adjustment.
- 1c We understand that the arithmetical errors in the Bill of Quantities shall be corrected as per Clause 27 of ITB.

2. All information provided in my/our offer and attachments thereof is true and correct and in line with the requirement of the Bidding Documents and all documents accompanying this offer are true copies of their respective originals. I/We, enclose herewith the following Attachments:

- (a) Attachment-1: Earnest Money in the form of for a sum of(Name of currency and amounts in figures & words) valid up to and including (date 45 days after the period of bid validity).
- (b) Attachment-2: A power of attorney in Form 'A-2' from the bidder and in Form 'A-3' in case of Bid from Joint Venture /Joint Venture Company / Consortium, in original, complying with the requirement of ITB Clause No 19.2 and Clause No 26.1 indicating that the person(s) signing the bid have the authority to sign the bid. Documentary evidence of the authority vested in the executant(s) of POA is also enclosed.
- (c) Attachment-3: The Joint Venture / Consortium agreement as per the Form A-4 in original.
- (d) Details of Local Representative

3. We confirm that we shall furnish documentary evidence of registration with the concerned Central / State Authorities with respect to Service Tax, Sales Tax / VAT etc. We also confirm that we shall produce the Permanent Account Number issued by Indian Income Tax Authorities and EPF Code issued by concerned Regional Provident Fund Commissioner and labour license / registration from concerned authorities to the Employers Representative before receiving the first payment under the Contract, if the contract is awarded to us.

4. I/We confirm our prices are inclusive of all the applicable taxes, duties, levies, royalties and octroi for the performance of the Contract. I/We further understand that I/We shall solely be responsible for obtaining Deemed Export Benefits under the extant Foreign Trade Policy of

Government of India and in case of failure to receive such benefits, the Employer will not compensate us as stipulated in GCC Clause 39, Section 3, Part-I. I/We also confirm our awareness that concessional customs duty benefits under Project Imports are not available for import of Construction Equipment and construction materials and that deemed export benefits are not available for the corresponding indigenous equipment and materials.

5. We hereby confirm that this Bid submission complies with the Bid Validity and Earnest Money Deposit required to be submitted in the form of _____ for a sum of _____ (Name of Currency and amounts in figures & words).

6. I/We hereby declare that only the persons or firms interested in this proposal as principals are named here and that no other persons or company other than those mentioned herein have any interest in this bid submission or in the Contract to be entered into and in good faith, without collusion or fraud, if the award is made on me/us.

I/We hereby also declare that any of the person or party (including my/our sub-contractors listed in the bid) have not been declared ineligible to bid for corrupt or fraudulent or collusive or coercive practices or banned from business dealings on any consideration by any Employer/Government institution or Public Sector Undertakings of India.

I/We also undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988"

7. In line with the requirements of the Bidding Documents, we enclose herewith our Tender to execute the works and remedy any defects therein, in conformity with such documents for the prices set out under Para 1.0 above.

8. I/We undertake, if our bid is accepted, to commence the work as stated in your Letter of Acceptance to us, and to achieve Completion within the time stated in the Bidding Documents.

9. If my/our bid is accepted, I/we undertake to provide a Performance Security in the form and amounts, and within the time specified in the Bidding Documents.

10. I/We agree to abide by this Bid for a period of 180 days from the date fixed for submission of bids as stipulated in the Bidding Documents, and it shall remain binding upon me/us and may be accepted by you at any time before the expiration of that period

11. Until a formal Contract Agreement is prepared and executed between us, this bid, together with your written acceptance thereof in the form of your Letter of Acceptance shall constitute a binding contract between us.

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

We attach herewith the documents and information set to be furnished to you for evaluating our Eligibility and Bid. The Financial Bid is being submitted in a separate cover. This Technical Bid read with the Financial Bid shall form the full Bid Submission which shall be binding on us.

Yours faithfully,

(Signature)
(Name of Signatory)
Designation / Title of signatory)
(Common Seal)

Date:
Place:

ENCL.: AS ABOVE

POWER OF ATTORNEY

[On Non-Judicial Stamp Paper of Appropriate to value]

KNOW ALL THESE PRESENTS THAT THE UNDERSIGNED, (NAME) of M/S
 (NAME OF THE COMPANY)
 A COMPANY FORMED AND
 (NAME OF COUNTRY)
 EXISTING UNDER THE LAWS OF..... AND HAVING ITS PRINCIPAL PLACE OF BUSINESS
 AT..... (COMPLETE ADDRESS) DOES HEREBY MAKE, CONSTITUTE AND APPOINT Mr.
(NAME) OF M/S A CORPORATION
 FORMED AND EXISTING UNDER THE LAWS OF (NAME OF THE COUNTRY)
 AND HAVING ITS PRINCIPAL PLACE OF BUSINESS AT ITS TRUE AND LAWFUL
 ATTORNEY TO ENTER INTO JOINT VENTURE AGREEMENT / AND TO OFFER AND SUBMIT. BID OF
 THE..... (HEREINAFTER REFERRED AS
 EMPLOYER).....(NAME OF WORKS) UNDER BID NO. DATED
, TO MAKE SIGN AND DELIVER DOCUMENTS NECESSARY FOR OR INCIDENT TO THE
 OFFERING AND SUBMITTING OF SUCH A QUOTATION; TO NEGOTIATE, ENTER INTO, SIGN AND
 DELIVER A CONTRACT WITH THE EMPLOYER BASED UPON THE SAID BID; AND TO DO ANY AND ALL
 OTHER ACTS NECESSARY FOR OR INCIDENT TO THE PERFORMANCE AND EXECUTION OF THE POWERS
 HEREIN EXPRESSLY GRANTED. WHEREAS THE UNDERSIGNED IS FULLY AUTHORIZED TO DELIVER SUCH
 POWER OF ATTORNEY TO ABOVE NAMED PERSON / COMPANY.

The Company hereby agrees and undertakes to ratify and confirm all whatsoever the said
 Attorney quotes in the bid, negotiates and signs the Contract with the EMPLOYER and / or
 proposes to act on behalf of the Company as if done by itself.

IN WITNESS WHEREOF, THIS POWER OF ATTORNEY IS DULY SIGNED ON.....

Yours faithfully

(Name of Company)
(Name of Officer)

SIGNATURE OF MR.....ATTESTED

SIGNATURE

ATTESTED BY

Note: Attestation shall be done by an authorized representative enjoying the authority of the Board of Directors / Trustees of the Bidder.

FORM A-3 : POWER OF ATTORNEY

[On Non-Judicial Stamp Paper of Appropriate value to be
Purchased in the Name of Joint Venture]

KNOW ALL MEN BY THESE PRESENTS THAT WE, the partners whose details are given hereunder have formed a Joint Venture under the laws of and having our Registered Office(s) / Head Office(s) at (hereinafter called the Joint Venture) acting through M/s being the lead partner, do hereby constitute, nominate and appoint the lead partner M/S a company incorporated under the laws of and having its Registered / Head Office at as our duly constituted lawful Attorney (hereinafter called 'Attorney' or 'Authorized Representative') to exercise all or any of the powers for and on behalf of the Joint Venture in regard to Bid No. (package No. if any) the bids for which have been invited by M/s..... (hereinafter called the 'Employer') to undertake the following acts:

- i) To submit bid/proposal and participate in the aforesaid invitation for Bids(IFB) of the EMPLOYER on behalf of the Joint Venture.
- ii) To negotiate with the Employer the terms and conditions for award of the contract pursuant to the aforesaid Bid
- iii) To do any other acts and / or submit any document related to the above.

It is clearly understood that Lead Partner shall ensure performance of the contract(s), performance of Partner(s) for respective portion of the Contract. However all the partners of JV shall be jointly and severally liable for performance of the Contract and its obligation and if one or more Partners fail to perform their respective portions of the Contract, the same shall be deemed to be a default by all the partners.

It is expressly understood that this power of Attorney shall remain valid, binding and irrevocable till completion of the Defect Liability Period in terms of the Contract(s) if work is awarded to us and till award of work if work is awarded to some other bidder.

The Joint Venture hereby agrees and undertakes to ratify and confirm all whatsoever the said Attorney / Authorized Representative / Lead partner quotes in the bid, negotiates with the EMPLOYER and / or proposes to act on behalf of the Joint Venture as if done by itself.

The Joint Venture partners hereby confirm that the signatories hereto have the authority to issue this power of Attorney and have the authority to bind the respective partner-company and documents to this effect have been submitted alongwith the bid document.

In witness thereof the partners constituting the Joint Venture as aforesaid have executed this Power of Attorney on this day of under the common seal(s) of their companies.

(1) For and or behalf of Lead Partner

(Signature of authorized representative)
Name
Designation

(common Seal of the Company)

(2) For and or behalf of Partner(s)

(Signature of authorized representative)
Name
Designation

(common Seal of the Company)

.....
(3) - DO -
(4) Etc.

Common Seal of the above Partner(s) of the Joint Venture, the Common seal has been affixed there unto in the presence of:

1. Signature
Name
Designation
Occupation.....
2. Signature
Name
Designation
Occupation.....

Note:

- The above Power of Attorney shall be signed by the authorized representatives of each partner of the Joint Venture / Consortium.
- Copy of Authorisation in favour of representatives of JV partners including powers of executants of Power of Attorney is attached hereto

FORM A-4: JOINT VENTURE AGREEMENT

(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE TO BE PURCHASED IN THE NAME OF JOINT VENTURE)

PROFORMA OF JOINT VENTURE AGREEMENT BETWEEN FOR BID NO.....OF (Name of Employer)

THIS Joint Venture agreement executed on this.....day of between (i)M/s a company incorporated under the laws of and having its registered office at (herein after called the 'Lead partner' which expression shall include its successors executors and permitted assigns) and having_____% share in the Joint Venture /Consortium, (ii)M/s and having its registered, company incorporated under the laws of and having its registered, office at (herein after called the 'Partner' which expression shall include its successors, executors and permitted assigns) and having _____% share in the JV/C, (iii)M/s a company incorporated under the laws of and having its registered, office at (hereinafter called the 'Partner' which expression shall include its successors, executors and permitted assigns) and having _____% share in the JV/C, and (iv)M/s and having its registered, company incorporated under the laws of and having its registered, office at (herein after called the 'Partner' which expression shall include its successors, executors and permitted assigns) and having _____% share in the JV/C for the purpose of submission of a bid and entering into a contract (in case of award) against the Bid No..... for execution of the works for (name of works)of (name of Employer) .

WHEREAS the Employer invited bids as per the above mentioned Bid No..... for the execution of the works stipulated in the bidding documents under subject bid package for (name of Project)

AND WHEREAS clause ____ of Instruction to Bidders the BID SUBMISSION FORM shall be signed by all the partners of the Joint Venture, who will be jointly and severally liable to perform the contract and all obligations hereunder.

The above clause further states that the Joint Venture agreements shall be attached to the bid and the contract performance guarantee will be submitted by all the partners in proportion of their respective participation share as per the format enclosed with the bidding document without any restriction or liability for either party.

PURPOSE OF THIS AGREEMENT

The purpose of this Agreement is to define the principles of collaboration among the Parties to:

- Submit Bid jointly to qualify for the execution of (*Tender package reference*) as a Joint venture/Consortium.
- Prepare and submit technical and commercial proposals to the Employer .
- Negotiate and sign Contract in case of award.
- Provide and perform the Works in accordance with the Contract.

NAME

For the purpose of participating in the Bid, the name of the Consortium/Joint Venture shall be “ _____ ”.

LEGAL RELATIONSHIP OF THE PARTIES

This Agreement shall not be construed as establishing or giving effect to any legal entity such as, a company, a partnership, etc. It shall relate solely towards the Employer for submission of Bid for (*Tender package reference*) and related execution of works to be performed pursuant to the Contract and shall not extend to any other activities.

The Parties shall be jointly and severally responsible and bound towards the Employer for the performance of the works in accordance with the terms and conditions of the PQ document, Bid document and/or Contract.

NOW THIS INDENTURE WITNESSETH AS UNDER

In consideration of the above premise and agreements, all the partners to this joint venture do hereby now agree as follows:

1. In consideration of the award of the contract by the Employer to the joint venture partners, we, the partners to the joint venture agreement do hereby agree that M/s shall act as Lead partner. We, the partners to this Joint Venture further declare and confirm that we shall jointly and severally be bound unto the Employer for the successful performance of the contract
2. In case of any breach of the said contract by the Lead partner or any of the other partner(s) of the Joint Venture agreement, all the partner(s) do hereby agree to be fully responsible for the successful performance of the contract(s) and to carry out all the obligations and responsibilities under the contract in accordance with the requirements of the contract(s)
3. Further, if the Employer suffers any loss or damage on account of any breach in the contract or any shortfall in the performance of the equipment in meeting the performance guaranteed as per the specification in terms of the contract all the partner(s) of these presents undertake to promptly make good such loss or damages caused to the Employer on its demand without any demur. It shall not be necessary or obligatory for the Employer to proceed against Lead Partner to these presents before proceeding against or dealing with the other partner(s).

4. The financial liability of the Partners of this Joint Venture agreement to the EMPLOYER, with respect to any of the claims arising out of the performance or non-performance of the obligations set forth in the said Joint Venture agreement, read in conjunction with the relevant conditions of the contract shall, however, not be limited in any way so as to restrict or limit the liabilities of any of the Partners of the Joint Venture agreement.
5. It is expressly understood and agreed between the Partners to this Joint Venture agreement that the responsibilities and obligations of each of the partners shall be as enclosed in Annexure I to this agreement (The responsibilities and obligations of each partners to be separately incorporated suitably by the partners in enclosed Annexure-I), it is further agreed by the Partners that the above sharing of responsibilities and obligations shall not in any way be a limitation of joint and several responsibility of the Partners under this contract.
6. This Joint Venture agreement shall be construed and interpreted in accordance with the laws of India and the Courts (name of place) alone shall have the exclusive jurisdiction in all matters arising there under.
7. In case of award of contract(s), we the Partners to the Joint Venture agreement do hereby agree that we shall be jointly and severally responsible for furnishing contract performance security from a bank in favour of the Employer in the currency/ currencies of the contract(s)
8. It is further agreed that the Joint Venture agreement shall be irrevocable and shall form an integral part of the contract(s), and shall continue to be enforceable till the end of Defect Liability Period. It shall be effective from the date first mentioned above for all purpose and intents.

IN WITNESS WHEREOF, the partners to the Joint Venture agreement have through their authorized representatives executed these presents and affixed common seals of their companies, on the day, month and year first mentioned above.

Enclosed: Annexure-I

- | | |
|--|--|
| 1 Common Seal of
has been affixed in my/our
presence

Dated.....

Signature
Name
Designation | For and or behalf of Lead Partner

(Signature of authorized representative)
Name
Designation

(common Seal of the Company) |
| 2 Common Seal of
has been affixed in my/our
presence |
For and or behalf of Partner(s) |

(Signature of authorized representative)

Name

Designation

(common Seal of the Company)

.....

- DO -

Dated.....

Signature

Name

Designation

3

- DO -

4

Etc.

WITNESSES

1.
(signature)

Name

.....

(official address)

2.
(Signature)

Name

.....

(official address)

1.0 LEADERSHIP

-----**(Name of the Lead Partner)** shall act as Leader of the Joint Venture/Consortium. As such, it shall act as the coordinator of the Parties combined activities and shall carry out the following functions:

- 1.1 To ensure the technical, commercial and administrative co-ordination of the Works.
- 1.2 To lead the contract negotiations of the Works with the Employer.
- 1.3 To receive instructions and incur liabilities for and on behalf of any or all Parties.
- 1.4 In case of an award, act as channel of communication between the Employer and the Parties to execute the Contract.

Article 2.0 SCOPE OF WORKS OF EACH PARTY

The Scope of works to be performed by each Party shall be as herein below:

2.1 Scope of Works :

The Scope of Work for each Party shall be defined as follows:

2.1.1**(Name of Lead Partner)** shall be responsible for the following (Define the scope of works):-

-
-
-
-

2.1.2**(Name of Partner-1)** shall be responsible for the following(Define the scope of works):-

-
-
-
-

2.1.3**(Name of Partner-2)** shall be responsible for the following(Define the scope of works):-

-
-
-
-

2.2 Participation Share of each Partner

Lead Partner %
Partner-1 %
Partner-2 %

2.3 Capital Contribution to be made by each Party for the Works

Lead Partner %
Partner-1 %
Partner-2 %

2.4 Financial Commitment of each Party in terms of Contract Value

Lead Partner %
Partner-1 %
Partner-2 %

2.5 Sharing of Profit / Loss by each Party

Lead Partner %
Partner-1 %
Partner-2 %

The payments shall be made in the name of..... (Name of Joint Venture/Consortium).

OR

The payments shall be made in the name of each Party proportionate to the financial commitment of each Party as defined under 2.4 above.

(Strike out whichever is not applicable)

FORM A -5 : MONETARY VALUE OF WORKS PERFORMED

[The following table shall be filled in by the bidder/each partner of a Joint Venture]

Date : [insert day, month, year]

Bidder's/Joint Venture Partner's Legal Name : [insert full name]

Page [insert page number] of [insert total number] pages

FINANCIAL YEAR	YEAR WISE VALUE OF RELEVANT WORKS / ACTIVITIES (RS. CRORES) with exchange rate as on date of award
1.	
2.	
3.	
4.	
5.	
6.	

Signed by

For & on behalf of.....

In the capacity of

Seal

FORM A-6 : WORK EXPERIENCE IN LAST 15 YEARS

[The following table shall be filled in by the bidder/each partner of a Joint Venture]

Bidder's/Joint Venture Partner's Legal Name : [insert full name]
Page [insert page number] of [insert total number] pages

In case of JV (copy of JV agreement' depicting portion of work done by Contractor)

i) Financial Year _____

(1)	Name of Project	
(2)	Name of employer and Address, Phone, Fax, E-mail, Web Site Address	
(3)	Brief description of the works	
(4)	Contract No. / Date	
(5)	Value (Rs. Crore) exchange rate	
(6)	Date of issue of work order/contract	
(7)	Stipulated period of completion	
(8)	Actual date of completion	
(9)	Remarks explaining reason for delay	
(10)	Present day cost after appreciation @ 5% p.a.	

We hereby confirm that the information above is true and correct. We have not concealed any information and we understand that any willful misstatement described above will lead to disqualification before award or termination of the contract with all consequential losses to our account.

Signed by
For & on behalf of.....
In the capacity of
Seal

Encl. - Copy of Employer's certificate(s) with respect to successful completion of work awarded be enclosed.
- Also furnish & attach key details viz *dimensions of structure (height of dam, dia of tunnel, length of tunnel from each face), method of construction (TBM/DBM/road header) progress rates achieved peak / average for 12 months excavation, concrete as per qualifying requirements of Employer need to be called from the bidders and formats to be devised accordingly for each financial year.*

FORM A-7 : EXISTING COMMITMENTS AND ON-GOING WORKS

[The following table shall be filled in by the bidder/each partner of a Joint Venture]

Bidder's/Joint Venture Partner's Legal Name : *[insert full name]*
 Page *[insert page number]* of *[insert total number]* pages

- In case of JV participation share of JV partner (bidder)
- Scope & % age terms.

(1)	Name of Project & brief description of the works	
(2)	Place & State	
(3)	Contract No. / Date	
(4)	Name of employer and Address, Phone, Fax, E-mail, Web Site Address	
(5)	Value (Rs. Crore)	
(6)	Stipulated period of completion	
(7)	Value of works remaining to be completed	
(8)	Anticipated date of completion	

We hereby confirm that the information above is true and correct. We have not concealed any information and we understand that any willful misstatement described above will lead to disqualification before award or termination of the contract with all consequential losses to our account.

Signed by
 For & on behalf of.....
 In the capacity of
 Seal

Encl. Copy of Employer's certificate(s) with respect to work awarded be enclosed.

FORM A-8: WORKS FOR WHICH BIDS ALREADY SUBMITTED

(Employer to decide incorporation)

[The following table shall be filled in by the bidder/each partner of a Joint Venture]

Bidder's/Joint Venture Partner's Legal Name: *[insert full name]*
Page *[insert page number]* of *[insert total number]* pages

(1)	Name of Project & brief description of the works	
(2)	Place & State	
(3)	Name of employer and Address, Phone, Fax, E-mail, Web Site Address	
(4)	Stipulated period of completion	
(5)	Date when decision is Expected	
(6)	Remarks if any	

Signed by
For & on behalf of.....
In the capacity of
Seal

**FORM A-9 : EQUIPMENT AVAILABILITY / PROPOSALS
FOR MOBILIZATION AT SITE**

Bidder's/Joint Venture Lead Partner's Legal Name : *[insert full name]*

Page *[insert page number]* of *[insert total number]* pages

Employer to specify details at Column 1, 2, 3 & 4 and Bidder to specify details at Column 5, 6 & 7.

Sl. No. (1)	Name of Equipment (2)	Capacity (3)	No of Units required (4)	No. of Units (5)			Age / Condition (6)	Remarks (from whom to be procured) (7)
				(i) Owned	(ii) Leased	(iii) To be procured		
				(i)				
				(ii)				
				(iii)				
				(i)				
				(ii)				
				(iii)				
				(i)				
				(ii)				
				(iii)				

Note :

- i. Construction Equipment proposed for deployment should not be older than 50% of schedule life of respective equipment in years.
- ii. The above list of Construction Equipment is not exhaustive. In case additional construction equipment is required to be mobilized in the interest of work execution as per the work schedule, the same shall be deployed by the Contractor without any additional cost to the Employer.

Signed by
For & on behalf of.....
In the capacity of
(Employer)

Signed by
For & on behalf of.....
In the capacity of
Contractor/JV
Company Seal

FORM A-10 : PROFESSIONALS REQUIRED FOR EXECUTION OF WORKS

[The following table shall be filled in by the bidder]

Bidder's/Joint Venture Partner's Legal Name : *[insert full name]*
Page *[insert page number]* of *[insert total number]* pages

		Proposed to be deployed
(a)	Project Manager	
(b)	Senior / Project Engineers	
	(i) Works Manager	
	(ii) Design	
	(iii) Geologist	
	(iv) Planning & Monitoring	
	(v) Quality Control	
	(vi) Safety Personnel	
	(vii) Surveyors	
	(viii) Labour welfare officer	
	(ix) Environmental Officer	
(c)		
(d)		

Structure of the project implementation team alongwith the Names of professionals with their qualifications, experience (in Number of Years) and year of experience in the proposed assignment alongwith their CV's for all categories, except workers, to be given.

Also furnish details of Key Personnel proposed for deployment as per the following table:

Position	Name	Qualification	Years of Experience (General)	Years of experience in the proposed position
Project Manager				
Section Heads				
- Civil				
- Mechanical				
- Electrical				
- Planning & monitoring				
- MIS				
- QA / QC				
Labour welfare officer				
Environmental				

Officer				
- Administrative Officer				

Note : The above list of manpower is not exhaustive.

Encl. CV's

Signed by
 For & on behalf of.....
 In the capacity of
 Seal

FORM A-11 - FINANCIAL PERFORMANCE

[The following table shall be filled in by the bidder/each partner of a Joint Venture]

Bidder's / Joint Venture Party Legal Name: [insert full name] Page
[insert page number] of [insert total number] Pages

1. FINANCIAL DATA

Financial information for previous 5 financial years (five)					
	Year 1 20__- 20__	Year 2 20__- 20__	Year 3 20__- 20__	Year 4 20__- 20__	Year 5 20__- 20__
Information from Balance Sheet					
Total Assets (TA)					
Total Liabilities (TL)]					
Net Worth (NW):					
a. Subscribed and paid up capital					
b. Share Capital (subscribed)					
c. Free Reserves					
d. Unallocated balance / surplus amount of profit and loss accounts.					
Less:					
a. Expenses not written off.					
b. Accumulated loss in profit & Loss accounts if not reduced from reserves and surplus.					
Total Net worth					
Current Assets (CA):					
a. Cash and bank balance					
b. Readily saleable securities					
c. Debtors not more than six months old.					
d. Debtor more than six months old.					
e. Bills receivables					
f. Inventories					
g. Other current Assets					
Total Current Assets:					
Construction Turnover					
Current Liabilities (CL)					
Information from Income Statement					

Total Revenue (TR)					
Profits Before Taxes (PBT)					

2. FINANCIAL DOCUMENTS

The Applicant and its parties shall provide copies of the balance sheets and /or financial statements for the last five (5) years pursuant with ITB Clause____. The Financial statements shall.

- (a) Reflect the financial figures of the Bidder or partner to a JV / C & does not include financial figures of sister or parent companies.
 - (b) Be audited by a certified accountant / Public- Accountant / Chartered Accountant.
 - (c) Be complete in all respects including all notes to the financial statements.
 - (d) Corresponds to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).
- Attached are copies of financial statements (balance sheets, including all related notes, and income statements) for the last five (5) years required above, and complying with the requirements.
 - Attached is solvency certificate / letter of comfort from the bank in respect of liquid capital.

Seal & Signature.....
 For & On behalf of
 In the capacity of

FORM A-12: PENDING ARBITRATION / LITIGATION

[The following table shall be filled in by the bidder/each partner of a Joint Venture]

Bidder's/Joint Venture Partner's Legal Name : *[insert full name]*
Page *[insert page number]* of *[insert total number]* pages

Details of Pending Arbitration(s)						
<input type="checkbox"/> No pending arbitration						
<input type="checkbox"/> Pending arbitration in accordance with ITB Clause _____						
S. No.	Contract No. & Date	Total Contract Value	Employer's Name, Address and Phone/fax no./e-mail	Pending Arbitration (Brief Description)	Year of Dispute	Value of Disputed amount
Total Value of Disputed Amount						
Bidder's Net worth						
% of the Net worth						

Details of Pending Litigation(s)							
<input type="checkbox"/> No pending litigation							
<input type="checkbox"/> Pending litigation in accordance with ITB Clause _____							
S. No.	Contract No. & Date	Total Contract Value	Employer's Name, Address and Phone/fax no./e-mail	Pending Litigation (Brief Description)	Name of court	Year of Dispute	Value of Disputed amount
Total Value of Disputed Amount							
Bidder's Net worth							
% of the Net worth							

We hereby confirm that the information above is true and correct. We have not concealed any information and we understand that any willful misstatement described above will lead to disqualification before award or termination of the contract with all consequential losses to our account.

Signed by
For & on behalf of.....
In the capacity of
Seal

Note : 1. Mark (√) in the appropriate box
2. Certified list of pending litigations be enclosed.

**FORM A-13: LETTER OF UNDERTAKING FROM PROPOSED
SUBCONTRACTOR
(In reference to ITB Clause 4.9)**

Reference NO. _____.

Date _____

To, _____ (Employer & Address)

Dear Sir,

We, M/s having registered office at..... incorporated since(date) and having our Permanent Account Number (PAN)..... do hereby undertake that in case of work(Name of work) is awarded to M/s” we will execute the (the components of the work for which the bidder has proposed to associate us as subcontractor), as sub-contractor to M/s (Name of the bidder) and we shall be responsible for successful completion of the job covered under our scope.

We hereby also confirm that we are not participating either as a sole bidder or as a partner of a Joint Venture bidder against the above invitation for these bids.

We further agree to furnish additional Performance Bank Guarantee (10% of cost of sub-let works) as per terms of Contract.

Yours faithfully,

*For & on behalf of M/s
(Name & Address of the Sub-Contractor)*

Date: (Office Seal)

Place:

Note : (i) This letter of authorization should be on the letterhead of the proposed Sub-Contractor and should be signed by a person competent and having the Power of Attorney to bind the Sub-Contractor. Power of Attorney in favour of this person to do so shall be enclosed with this undertaking.

(ii) In case a bidder / JV has been qualified for any of the work on the credentials of a proposed sub-contractor of the bidder/ JV partners, he shall be required to submit a joint deed of undertaking (as per agreed format) from the proposed subcontractor and Contractor for joint & several responsibility of execution of work sublet to the sub-contractor

Form A-14: BANK GUARANTEE FOR EARNEST MONEY DEPOSIT (BID SECURITY)
(To be stamped in accordance with Stamp Duty Act if any, of the country of the issuing Bank)

Bank Guarantee No. _____

Date _____

To,

[Employer's Name and Address]

Dear Sirs,

Whereas, (name of Bidder) -----

(Hereinafter called "the Bidder") has submitted his bid dated for

Execution of Works _____ (Name of Contract/Works) (HEREINAFTER CALLED "THE BID")

OR

(Name of Joint Venture or Consortium), a Company registered and exist under the laws of ____ (Name of Country and Registration details) and having its registered office at _____ (please enter the Addresses of each of the Partners in case of Joint Venture/Consortium) _____

_____ (hereinafter to be collectively referred to for the sake of convenience as "the Contractor") have submitted a joint bid in the name and style of -----

(Hereinafter to be collectively referred to for the sake of convenience as "the Contractor") have submitted their bid dated ----- for (Name of contract/Works ----- (hereinafter called "the Bid").

(This para is applicable in case of joint venture).

KNOW ALL People BY these presents that we (Name of Bank) -----of (Name of country) --- -----having our registered office at (address) ----- (hereinafter called "the Bank") are bound unto ----- (Name of the Employer") in the sum of ----- for which payment will and truly to be made to the said Employer, the bank binds itself, its successors and assigns by these presents.

This bank Guarantee is unconditional and irrevocable and fully enforceable in favour of the Employer.

We undertake to pay to the Employer up to the above amount without any condition, recourse and reservations upon receipt of his first written demand without the Employer having to substantiate his demand.

This Guarantee will remain in force upto and including the date 45 days after the Bid Validity Period as stated in the Invitation for Bid or as extended by Employer at any time prior to this date notice of which extension(s) to the bank being hereby waived, and any demand in respect thereof should reach the Bank not later than the above date.

The Bank undertakes to extend the validity period of the Bank Guarantee in case the validity of the bid is extended by the bidder.

i) Our liability under this Bank Guarantee shall not exceed _____
_____.

ii) This Bank Guarantee shall be valid upto _____.

iii) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if Employer serves upon Bank a written claim or demand on or before _____.

For & on behalf of (Name of issuing Bank)

Dated this -----

Place at -----

Bank's seal & authorization No.

Signature -----

Name -----

Designation -----

Attorney as per Power of Attorney No. -----

dated -----

In the presence of:

WITNESSES (Name & Address)

1.

2.

We have been requested by the guarantee-issuing bank to add our confirmation. Accordingly, we hereby confirm that this guarantee has been issued with the approval of appropriate authority..... (if required) and (any other authority) (if required) as per the laws of the country of issue of this guarantee.

The bank agrees that this guarantee shall be governed by and coinsured in accordance with the Indian laws and subject to exclusive jurisdiction of Indian courts. The Bank also agrees to the courts at ----- (place if specified in the Bid) shall have exclusive jurisdiction. Accordingly, We hereby confirm and undertake with the beneficiaries of this guarantee that their claims on us shall be strictly in conformity with the terms of the guarantee and shall be duly honoured by us upon due presentation.

Signed and delivered for and on
Behalf of (Name of confirming Scheduled Bank)

In the presence of:

WITNESSES:

1. (Signature)
(Name & Address)
2. (Signature)
(Name & Address)

INSTRUCTIONS FOR EXECUTION OF BANK GUARANTEE FOR EARNEST MONEY / BID SECURITY

1. Bank Guarantee for Earnest Money Deposit should be executed on non-judicial Stamp papers of requisite value in accordance with the stamp Act applicable to that particular state of Indian Union, where executed. In case the same is issued by a first class International bank, the law prevalent in the country of execution shall prevail for the purpose of Stamp Duty on the Bank Guarantee. However, in such a case, the bank Guarantee for Earnest Money Deposit shall be got confirmed by the contractor through any Indian Scheduled Bank.
2. The executing officers of the bank Guarantee for Earnest Money Bid Security shall clearly indicate in (block letters) his name, designation, Power of Attorney No. / Signing Power No. etc.
3. Each page of the bank guarantee for Earnest Money Deposit shall be duly signed/initialed by the executing officers and the last page shall be signed in full, indicating the particulars as aforesaid (sub-para 2) under the seal of the Bank.
4. Stamp paper shall be purchased in the name of bank issuing the Bank Guarantee.
5. Irrevocable, valid and fully enforceable Bank Guarantee in favor of the employer-----
(Name of Employer) issued by any scheduled bank approved by the Reserve bank of India which is acceptable to the Employer. The Bank Guarantee issued by a Foreign Bank shall be routed through the corresponding branch of such scheduled foreign banks in India or any scheduled Bank, acceptable to the employer.

Form A-15: DECLARATION OF BIDDER

1. We undertake that, in competing for (and if the award of work is made to us for execution) the above work contract, we shall strictly observe the laws against fraud and corruption in force in India namely "*Prevention of Corruption Act, 1988*".

2. We, also undertake that, we have understood the ITB clause ----- on conflict of Interest and we declare not having any conflict of interest, in accordance with ITB Clause

3. We declare and covenant that neither we nor any member of the JV / Consortium are under a declaration on ineligibility for poor performance / failure ,issued by the Govt. of India/State Govt. / Govt.Deptt. / PSU/World bank/Asian Development Bank.

Yours faithfully,

Signature

[Name and Title of Signatory]

[Name of Employer]

Form B-1: LETTER OF ACCEPTANCE
(On letterhead paper of the Employer)

Ref No. _____ (date, month, year)

To: _____ (Name and Address of the Contractor)

Dear Sirs,

This is to notify you that your Bid dated _____ for execution of the _____ (name of the contract and identification number, as given in the Instructions to Bidders) for the Contract Price of _____ (Name of currency and amount in words and figures as corrected and modified in accordance with the Instructions to Bidders) is hereby accepted by our Company.

You are hereby requested to furnish Performance Security, in the form detailed in para 33.2 of ITB for an amount of Rupees _____ within 28 days of the receipt of this letter of acceptance and the validity of the Performance Security Guarantee shall be up to 28 days from the date of issue of Performance Certificate for the Works; and sign the contract failing which action as stated in para 33.3 of ITB will be taken.

Please acknowledge receipt.

Yours faithfully,

Signature

[Name and Title of Signatory]

[Name of Employer]

FORM B-2: CONTRACT AGREEMENT FORM
(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

This agreement is made on this _____(day, month, year) by and between _____ (Name of the Employer), a Company registered under the Companies Act 1956 and having its Registered Office at _____ (Address of Employer) (hereinafter referred to as "the Employer") which expression shall unless repugnant to the context or meaning thereof include its successors and assigns of the one part

AND

_____ (Name of Contractor or Joint Venture or Consortium), a Company registered and exist under the laws of _____ (Name of Country and Registration details) and _____ having its registered office at _____ (please enter the Addresses of the Contractor or each of the Partners in case of Joint Venture/Consortium)_____

_____ (hereinafter to be collectively referred to for the sake of convenience as "the Contractor") which expression shall unless repugnant to the context or meaning thereof include their respective successors and permitted assigns of the other part.

Whereas the Employer is desirous that the Contractor executes _____(name and identification number of Contract) (hereinafter called "the Works") and the Employer has accepted the Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein, at a contract price of(Name of currency and value in words and figures)

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expression shall assume the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy the defects therein in conformity in all aspects with the provisions of the Contract and shall not in any manner dilute the **responsibilities, obligations and liabilities** as defined in the said Contract to ensure completion and Performance of the Project within the TIME FOR COMPLETION. (in case of Joint Venture or Consortium, the RESPECTIVE RESPONSIBILITIES, OBLIGATIONS, and LIABILITIES of each of the partners of the

Joint Venture or Consortium as well as of the Leader of the JV/Consortium in respect of execution shall be performed as laid under "THE JOINT AND SEVERAL RESPONSIBILITY AND LIABILITY PROVISIONS thereof under the CONTRACT).

3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and in the remedying the 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.
4. The following documents shall be deemed to form and be read and construed as part of this Agreement:

- (i) Letter of Acceptance;
- (ii) Contract Agreement
- (iii) Special Conditions of Contract
- (iv) General Conditions of Contract
- (v) Contract Data;
- (vi) Bill of Quantities/Price Schedule
- (vii) Specifications;
- (viii) Tender Drawings;
- (ix) Contractor's Bid
- (x) Any other documents listed in the Contract Data as forming part of the contract.

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

The Common Seal of both the Parties is hereunto affixed in the presence of:

Signed Sealed and Delivered by the said Parties.

(Signature)
[Name and Title of Signatory]
[Name of Employer]

(Signature)
[Name and Title of Signatory]
[Name of Contractor]

In the presence of:
WITNESSES:

1. (Signature)
(Name & Address)

2. (Signature)
(Name & Address)

FORM B-3 : PERFORMANCE SECURITY
BANK GUARANTEE (PBG)

(To be stamped in accordance with Stamp Act if any,
of the Country of the Issuing Bank)

Bank Guarantee No:

.....

Date :

To,

[*Employer's Name & Address*]

Dear Sirs,

In consideration of the[*Employer's Name*]..... (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to M/s[*Contractor's Name*] with its Registered/Head Office at (herein after referred to as the 'Contractor' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a Contract by issue of Employer's Letter of Acceptance No. Dated for execution of [*Name of Contract/Works*] And the same having been acknowledged by the Contractor for ----- (*Contract Price*) ----and the Contractor having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract equivalent to---- (*Value*) ---of the said value of the aforesaid work under the Contract to the Employer.

We[*Name & address of the Bank*]..... having its Head Office at (hereinafter referred to as the 'Bank', which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Employer on demand any and all monies payable by the Contractor to the extent of(*)..... As aforesaid at any time upto @ [*days/month/year*]..... Without any demur, reservation, contest, recourse or protest and/or without any reference to the Contractor. Any such demand made by the Employer on the Bank shall be 'conclusive' and binding notwithstanding any difference between the Employer and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the Employer and further agrees that the guarantees herein contained shall continue to be enforceable till the Employer discharges this guarantee or till(@).....[*days/ month/ year*].....whichever is earlier.

(**)

The Employer shall have the fullest liberty, without affecting in any way the liability of the Bank under this guarantee, from time to time to extend the time for performance of the Contract by the Contractor. The Employer shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Employer and the Contractor or any other course or remedy or security available to the Employer. The Bank shall not be released of its obligations under these presents by any exercise by the Employer of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Employer or any other indulgence shown by the Employer or by any other matter or thing whatsoever which under the law would, but for this provision have the effect of relieving the Bank.

The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee the Employer may have in relation to the Contractor's liabilities.

- i) Our liability under this Bank Guarantee shall not exceed _____ (*) _____.
- ii) This Bank Guarantee shall be valid upto _____ (@) _____.
- iii) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if Employer serves upon Bank a written claim or demand on or before _____ (@) _____.

Dated this day of (month) and(year).....at.....

WITNESS

(Signature).....

(Signature).....

(Name).....

(Name).....

.....

.....

(Official Address)

(Designation with Bank Stamp/Seal)

Attorney as per Power of

Attorney No.....

Dated

(Note : In case of Joint Venture, the PBG shall be in the name of respective JV Partners in the proportion of their participation share. The format of PBG shall also require appropriate changes)

- Notes :
- (*) This sum shall be five percent (5 %) of the Contract Price denominated in the types and proportions of currencies in words and figures.
 - (@) This date will be the date Ninety (90) days after the date of expiry of Defects Liability Period.
 - (**) Employer may also present any of his demands at the counters of the
[Name and branch of the Bank in India] For further relay to us. (to be inserted in case of a foreign currency bank guarantee issued by an overseas bank outside India)

2. The stamp papers of appropriate value shall be purchased in the name of the Bank issuing the guarantee, issued after the date of Letter of Acceptance.

FORM B-4: BANK GUARANTEE FOR ADVANCE PAYMENT

To: _____ [name of Employer]
_____ [address of Employer]
_____ [name of Contract]

Gentlemen:

In accordance with the provisions of the Conditions of Contract, GCC Sub-clause 49.1 (“Mobilization & Equipment Advance”) of the above mentioned Contract, _____ [name and address of Contractor] (hereinafter called “the Contractor”) shall deposit with _____ [name of Employer] a bank guarantee to guarantee his proper and faithful performance under the said Clause of the Contract in an amount of _____ [amount of guarantee]¹ _____ [in words].

We, the _____ [bank or financial institution], as instructed by the Contractor, agree unconditionally and irrevocably to guarantee as primary obligator and not as Surety merely, the payment to _____ [name of Employer] on his first demand without whatsoever right of objection on our part and without his first claim to the Contractor, in the amount not exceeding _____ [amount of guarantee]¹ _____ [in words].

We further agree that no change or addition to or other modification of the terms of the Contract or of Works to be performed thereunder or of any of the Contract documents which may be made between _____ [name of Employer] and the Contractor, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

The guarantee shall remain valid and in full effect from the date of the advance payment under the Contract until _____ [name of Employer] receives full repayment of the same amount from the Contractor.

Yours truly,

Signature and seal: _____
Name of Bank/Financial Institution: _____
Address: _____
Date: _____

1. An amount shall be inserted by the bank or financial institution representing the amount of the Advance Payment, and denominated in Indian Rupees.

We have been requested by the guarantee-issuing bank to add our confirmation. Accordingly, we hereby confirm that this guarantee has been issued with the approval of appropriate Authority.....(if required as per the laws of the country of issue of this guarantee).

The bank agrees that this guarantee shall be governed by and construed in accordance with the Indian laws and subject to exclusive jurisdiction of Indian courts. The Bank also agrees to the courts at _____ (Name of Place) shall have exclusive jurisdiction.

Accordingly, We hereby confirms and undertake with the beneficiaries of this guarantee that their claims on us strictly in conformity with the terms of the guarantee will be duly honoured by us upon due presentation

Signed and delivered for and on

Behalf of (name of confirming Public Sector Bank)

In the presence of:

WITNESSES:

1. (Signature)
(Name & Address)

FORM B-5: PROFORMA FOR HYPOTHECATION DEED
FOR NEW CONSTRUCTION EQUIPMENT

(Refer Clause 49 of GCC)

THIS INDENTURE MADE this _____ year _____

_____ between

.....[Name of Contractor..... with its registered office at -----[Address]-----
------(herein after referred to as “ The Contractor” which expression shall unless
repugnant to the context or meaning thereof, include its successors, administrators,
executors and assigns) of the one part and the [Name and address of the
Employer] with its registered office at -----[Address]----
----- (herein after referred to as “the Employer” which expression shall unless
repugnant to the context or meaning thereof, include its successors, administrators,
executors , assigns)

WHEREAS

Pursuant to GCC Clause 49 General Conditions of Contract under contract
No. Datedfor construction of[Name of Works]
..... at[Name of work site]..... the Employer at the request of the
contractor agreed to make advance to the Contractor up to a limit of Rs. (Both in figures
and _____ words)

against hypothecation of unencumbered Construction Equipment at 90% value of new
construction Equipment subject to a maximum of 10% (ten percent) of the Contract
Price brought by the Contractor to the Site for bonafide use on the said work on the terms
and conditions hereinafter appearing.

NOW THIS INDENTURE WITNESETH AND IT IS HEREBY AGREED AND DECLARED BY AND
BETWEEN THE PARTIES HERETO AS FOLLOWS:

(i) That in consideration of the sum of Rs. (Both in figures and words)

agreed to be advanced by the Employer to the Contractor, the construction
Equipment of the Contractor fully described in the schedule hereto, which the
Contractor declares as his absolute and unencumbered property, having fully and

wholly paid the cost thereof and which has been brought to the Site, stand hypothecated by way of first and specific charge as security for the repayment to the Employer on demand, of the said sum of Rs. _____ or so much thereof as from time to time remain due and outstanding, with costs and expenses thereof.

(ii) That the recovery of advance shall commence in the next interim payment bill / Statement following that in which the total of all gross interim payment Statement approved by the Employer has reached 15 (fifteen) percent of the Contract Price and shall be made prorata of advance payment released from the gross payment of all interim payment Statement in the types and proportionate amounts of currencies of the advance payment in such a manner that the advance payment shall be completely repaid prior to the time when 80 percent of the Contract Price has been certified for payment. The gross payment shall mean and include the payment towards scheduled items, extra items, deviated items, altered items including price adjustments for the purpose of this sub clause only.

(iii) That the Contractor has insured the Construction plant & Equipment listed in the schedule for their full value at his cost, against loss or damage (as per clause 49 of GCC) with an Insurance Company has been notified that the EMPLOYER has interest in the said policy. The Contractor undertakes to maintain this Insurance Policy in force till such time as the advance is fully repaid to the EMPLOYER.

(The provision for the insurance of Construction Equipment is to be included in Clause 49 of GCC as mentioned above)

(iv) That the contractor hereby undertakes not to remove the Construction Equipment described in the schedule from the site without the written permission of the EMPLOYER.

(v) That the Contractor hereby undertakes that he will not sell, transfer, convey, pledge or otherwise encumber or part with the said Construction Equipment described in the schedule until the aforesaid sum of advance is fully repaid to the EMPLOYER.

(vi) That the contractor shall keep and maintain the Construction Equipment in good working condition and shall not do any thing to impair the value of the said Construction Equipment except for normal depreciation and wear and tear and in the event of any loss or damage arising out of causes other than normal wear and

tear during the period of hypothecation, the Contractor shall make good such losses or damage to the satisfaction of the EMPLOYER failing which the EMPLOYER shall be entitled to recover the cost of such loss or damage from the Security Deposit or from any money due to the Contractor.

- (vii) That in the event of the Contractor not repaying the aforesaid advance on demand or in the event of the Contractor discontinuing or not completing the works entrusted to the Contractor by the EMPLOYER in terms of the Contract AGREEMENT or in the event of the contractor becoming insolvent, the EMPLOYER will be at liberty to take immediate possession of the said Construction Equipment and sell or otherwise dispose of the same either by public auction or by private contract and appropriate the said proceeds there of after meeting the expenses of such sale, towards payment of outstanding advance without prejudice to the Employer's other rights and remedies under the said Contract .
- (viii) That the EMPLOYER shall also be entitled without prejudice to the Employer's other rights and remedies under the said agreement, to realise the amount advanced or so much thereof as shall remain due and outstanding from any dues and Security Deposits of the Contractor in respect of the said Contract and / or any other contract with the EMPLOYER.

In presence of

(Signature of Contractor)

1

2

In presence of

(Signature of Employer)

1

2

Note: The Bidders are not required to fill this Performa.

FORM B-6 : PROFORMA FOR RISK REGISTER

(Refer Clause 10.6 of GCC)

S. No.	Risk	Probability of Occurrence	Potential impact	Response	Risk allocation		Remarks
					Employer	Contractor	
I) METEOROLOGICAL							
1	Heavy rains or “Normally adverse” climatic conditions	Medium	Non working conditions leading to delay in construction	Cleaning/ draining/ dewatering of work areas	Nil	Yes	-
2	Extremely heavy rains or “extreme” natural catastrophes	Low	Non working in catastrophes such as typhoon, hurricane etc conditions leading to damage of Works and delay in construction	Cleaning/ draining/ dewatering of work areas and redoing of damaged Works	- Extension of Time (EOT) - Cost of redoing of damaged Permanent Work	All other than those borne by Employer	Sharing of Risk
II) HYDROLOGICAL							
1.	High flood inflow due to rainfall/ other various reasons	Low (during monsoon period only)	Flooding of work areas and damage to works.	- Prevention of flood entering in working area - Restoration of damages to work. - Dewatering	- EOT - Cost of redoing of damaged Permanent Work	All other than those borne by Employer	Sharing of Risk
2	Release of water accumulated behind temporary dams formed by glacial melts or landslides in reservoir rim area etc. synchronising with peak floods due to rainfall	Very low	Flooding of work areas and damage to works.	- Restoration of damages to work. - Dewatering	- EOT - Cost of redoing of damaged Permanent Work	All other than those borne by Employer	- do -

S. No.	Risk	Probability of Occurrence	Potential impact	Response	Risk allocation		Remarks
					Employer	Contractor	
3.	Over- topping of completed coffer dam in lean season	Very low	<ul style="list-style-type: none"> - Deposition of silt in work area - Damage to coffer dam & other main structures. - Damage to main dam and construction equipments. -Entry of water in Silt flushing system/ tunnels. 	<ul style="list-style-type: none"> - Restoration of damages to coffer dam and main dam. - All cleaning of silt deposition in work areas. - Deployment of standby equipments. 	<ul style="list-style-type: none"> - EOT - Cost of redoing of damaged Permanent Work - Cost compensation as per Clause 11 of GCC 	All other than those borne by Employer	- do -
4	Over topping of completed coffer dam designed for wet season	Low	<ul style="list-style-type: none"> - Damage to coffer dam. - Damage to main dam and construction equipments. - Entry of water in Silt flushing system/ tunnels. 	<ul style="list-style-type: none"> - Restoration of damages to coffer dam and main dam. - Cleaning of silt deposition in work areas. - Deployment of standby equipments. 	<ul style="list-style-type: none"> - EOT - Cost of redoing of damaged Permanent Work - Cost compensation as per Clause 11 of GCC 	All other than those borne by Employer	- do -
5.	Over topping of completed coffer dam (designed for lean season) in wet season	High	<ul style="list-style-type: none"> - Damage to coffer dam. - - Damage to main dam and construction equipments. - Entry of water in Silt flushing system/ tunnels. 	<ul style="list-style-type: none"> - Restoration of damages to coffer dam and main dam. - Cleaning of silt deposition in work areas. - Deployment of standby equipments. 	<ul style="list-style-type: none"> - Cost of redoing of damaged Permanent Work 	All other than those borne by Employer	- do -

S. No.	Risk	Probability of Occurrence	Potential impact	Response	Risk allocation		Remarks
					Employer	Contractor	
III) SEISMOLOGICAL							
1.	Occurrence of high intensity earthquake beyond design limits	Very low	- Damage to dam/ other structures. - Landslides in work areas/ access roads	- To make emergency preparedness plan - Cleaning - Stabilisation - Restoration of damages to structures / works.	- EOT - Cost of redoing of damaged Permanent Work	All other than those borne by Employer	- do -
IV) CONSTRAINED ACCESS TO SITE							
1	Obstruction of Highways/roads connecting the Site due to heavy traffic/ bad weather conditions/ accidents etc.	Medium	Difficulty in access and executing works	- Liaisoning with road maintenance authorities - Suitably to be accounted while planning overall scheme for construction of project as per schedule	Nil	All	
V) WORKING IN AREAS PERTAINING TO PROJECT ACTIVITIES							
(a) River bed							
1	Occurrences of Geothermal springs in dam foundation beyond the scope of Geotechnical Baseline Report	Low	Non working conditions	Arrangements for maintaining workable temperature	- EOT - Cost of additional resources as approved by the Engineer-in-Charge	All other than those borne by Employer	
2	Variation in foundation level of dam	Medium	- Variation in work	- Planning for resources as per requirement.	- EOT - Variation to be paid as per Clause 38 of GCC	All other than those borne by Employer	

S. No.	Risk	Probability of Occurrence	Potential impact	Response	Risk allocation		Remarks
					Employer	Contractor	
3	Fossils in project work area	Low	- Possibility of delay in project - Extra work	- Planning for number of man/machinery so as to avoid delay	- EOT - Cost compensation as per Clause 11 of GCC	All other than those borne by Employer	
(b) Borrow areas.							
1	Non availability of material of suitable quality.	Low	Shortage of suitable construction material.	- Exploring other borrow areas	- EOT - Cost compensation as per Clause 11 of GCC	All other than those borne by Employer	Contractor shall give notice at least 6 months advance along with details particulars before requirement of additional borrow areas
2	Shortage of construction material in borrow areas due to improper borrowing	Low	Shortage of construction materials	- Proper borrowing methods. - Avoiding wastage of construction materials.	Nil	All	
3	Failure of slopes in borrow areas	Medium	Delay in production of construction materials	- Cleaning - Providing stabilization measures.	Nil	All	

S. No.	Risk	Probability of Occurrence	Potential impact	Response	Risk allocation		Remarks
					Employer	Contractor	
(c) Dumping areas							
1	Non availability of space in designated dumping areas	Medium	Environmental hazards	- Protection work to be defined in terms of size & shape - Exploring other locations of dumping areas with the approval of district administration/ forest department	- EOT - Cost compensation as per Clause 11 of GCC	All other than those borne by Employer	Contractor shall give notice at least 6 months advance along with details particulars before requirement of additional dumping areas
2	Instability of disposed muck	Low	Environmental hazards	Providing stabilization measures	Nil	All	
3	Failure of slopes in dumping areas	Very low	Obstruction to work	- Cleaning - Providing stabilisation measures	Nil	All	

S. No.	Risk	Probability of Occurrence	Potential impact	Response	Risk allocation		Remarks
					Employer	Contractor	
VI) POLITICAL & SOCIAL RISKS							
1	<p>h) War, hostilities, invasion, acts of foreign enemies, rebellion, revolution, insurrection of military or usurped power, or civil war;</p> <p>i) Contamination by radio activity from any nuclear fuel, or from any nuclear waste or radioactive materials; Pressure waves caused by aircraft or other aerial devices traveling at sonic or supersonic speeds</p> <p>j) Damages due to any Political or Religious incidence.</p> <p>k) Acts of terrorism. Riots or commotion or disorder, unless solely restricted to employees of the Contractor or his sub-contractors and arising from the conduct of the Works.</p>	Very Low	Non working in project hence impact in project execution/ leading to delay in construction	Extra resources to cover up delays	- EOT - Cost of redoing of damaged Permanent Work	All other than those borne by Employer	Sharing of Risk
VII) ECONOMIC AND LEGAL RISKS							
1	Fluctuation of prices of materials, labour and equipment	High	Impact on Cost	Arrangement of resources as per requirement.	As per price adjustment formula Provided in Clause 45 of GCC	Whatever not covered by Price Adjustment formula	Sharing of Risk

S. No.	Risk	Probability of Occurrence	Potential impact	Response	Risk allocation		Remarks
					Employer	Contractor	
2	Changes in administrative regulation/ government policies/Law	Low	Time / Cost Implication	To timely comply with administrative regulation/ government policies/Law	- EOT - Adjustment of cost as per Clause 46 of GCC	All other than those borne by Employer	Sharing of Risk
VIII) BEHAVIORAL RISKS							
	a) Employer's obligations -Delay in handing over of site. -Modification in schedule which affects the Works of the Contractor. -Suspension of Works ordered by the Employer. -Delay in Drawings, Specifications or instructions. - Additional tests for a work which is then found to have no Defect. -Encountering geological conditions materially different than those specified in the Contract and further save as risk sharing for geological conditions referred to in this Risk Register." -Delay in Handing over work fronts.	Low	Slow down in project hence impact in project execution/ leading to delay in construction	To organize / plan the works as per the requirements	- EOT - Cost compensation as per Clause 11 of GCC	All other than those borne by Employer	

S. No.	Risk	Probability of Occurrence	Potential impact	Response	Risk allocation		Remarks
					Employer	Contractor	
	<p>(b) Contractor's Behavioral Risks</p> <ul style="list-style-type: none"> -Labour injuries and accidents -Improper interference with the convenience of the public -Damage caused by transportation of goods - Acts or defaults by subcontractors -Defects in Materials, Plant and Workmanship - Failure to depute a competent project management team -Lack of forward planning and budgetary control -casual attention towards critical targets of time, cost and quality - Failure to use proper tools and techniques such as CPM network analysis, relating to forward planning and control - Delays in procurement of materials and construction equipment due to a casual approach -inadequate maintenance of construction equipment/ inadequate workshop facilities for repair of construction equipment ,and shortage of spare parts for construction equipment - Non-deployment of competent specialised sub-contractors -Shortage of tradesmen and supervisors - Inadequate quality control facilities and staff 	High	Slow down in project hence impact in project execution/ leading to delay in construction	Extra resources to cover up delays	Nil	All	

S. No.	Risk	Probability of Occurrence	Potential impact	Response	Risk allocation		Remarks
					Employer	Contractor	
IX) UNDER GROUND EXCAVATIONS							
1.	Occurrence of hard rock strata substantially adverse than that specified in Geotechnical Baseline Report	Low	- Excessive wear & tear of drilling bits.	- Use of proper drilling bits to meet the requirements	Nil	All	
2.	Occurrence of sudden loose fall / Chimney formation	Low	Delay in construction	- Cleaning - Stablisation	- EOT - Varied work as per Clause 38 of GCC	All other than those borne by Employer	
3.	Squeezing ground conditions substantially adverse than that mentioned in Geotechnical Baseline Report	Low	Delay in construction	- Monitoring of underground/ tunnel convergence - Use of staged excavation techniques/ multiple heading - Provision of special stablisation measures	- EOT - Varied work, if any, as per GCC Clause 38 - Cost compensation as per Clause 11 of GCC	All other than those borne by Employer	
4.	Excavation/ Lining of Head Race Tunnel (HRT) beyond package- interface	Very Low	Slow progress in face due to geological & other reasons	In case of both ends are not in the scope of same contractor, time delay in project completion - Advancement of Face beyond package interface	- EOT - Varied work, if any, as per GCC Clause 38	All other than those borne by Employer	Sharing of Risk

S. No.	Risk	Probability of Occurrence	Potential impact	Response	Risk allocation		Remarks
					Employer	Contractor	
5.	Dewatering after HRT break-through	Low	Slow progress due to drain water higher than drain capacity	- If the faces are not in the scope of same contractor time delay in project completion -After break through, drainage water from descending heading to be taken over by the upgrade drainage system of ascending heading	Nil	All	
6.	Ingress of water Substantially higher than that mentioned in the Geotechnical Baseline Report	Medium	Delay in construction	- Treatment of rock mass - Dewatering of work area	- EOT -Varied work, if any, as per GCC Clause 38 - Cost compensation as per Clause 11 of GCC	All other than those borne by Employer	
7.	Occurrences of hot water springs beyond limits described in Geotechnical Baseline Report	Very low	Delay in construction	Arrangements for maintaining workable temperature	- EOT - Cost of additional resources as approved by the Engineer-in-Charge -Cost compensation as per Clause 11 of GCC	All other than those borne by Employer	

S. No.	Risk	Probability of Occurrence	Potential impact	Response	Risk allocation		Remarks
					Employer	Contractor	
8.	Emission of harmful gases out of construction activities	Very low	Delay in Construction	- Provisions of effective exhaust system - Keeping arrangement of oxygen cylinders and other first aid things	Nil	All	
9.	Encountering of harmful gases (methane) out of underground excavation	Very low	Delay in construction	Making arrangements for appropriate tunneling equipment	-EOT -Cost of additional resources as approved by the charge -Cost compensation as per Clause 11 of GCC	All other than those borne by Employer	
10.	Rock busting ground conditions materially adverse than that mentioned in Geotechnical Baseline Report	Very low	Delay in Construction	Adopting appropriate precautions/tunneling methods	-EOT -Cost of additional resources as approved by the charge -Cost compensation as per Clause 11 of GCC	All other than those borne by Employer	

S. No.	Risk	Probability of Occurrence	Potential impact	Response	Risk allocation		Remarks
					Employer	Contractor	
X) INTERFACE PROBLEMS							
XI) GENERAL HAZARDS							
1.	Opposition by the rehabilitees.	Low	Closure of site/ Stoppage of work.	Interaction with District Administration and local leaders	EOT	All other than those borne by Employer	
2.	Dust in work areas and access roads	Medium	Non working conditions leading to delay in construction	Sprinkling of water	Nil	All	
3.	Accidents, Strikes by workers	Low	Closure of site/ Stoppage of work	Effective management of work sites.	Nil	All	
4.	Non availability of explosives in time due to security reasons.	Low	Delay in construction	Liason with administrative authorities	Nil	All	
5.	Non availability of water/ Power supply	Low	Delay of work	Standby arrangements	Nil	All	
6.	Stoppage / delay of work consequent upon the Govt. orders other than default of contractor	Low	Delay of work	Communication with Client/ Owner and local authorities	- EOT - Cost compensation as per Clause 11 of GCC	All other than those borne by Employer	
7.	Stoppage / Slow progress of work consequent upon default of contractor	Medium	Delay of work	Deployment of additional resources as per requirement	Nil	All	
8.	Damage to third parties due to construction of Project road provided the damage is not due to fault of contractor	Low	Closure of site/ Stoppage of work	- Interaction with District Administration/ forest and local leaders	Compensation to Third parties	All other than those borne by Employer	
<p>Note: Cost of redoing of damaged Permanent Work shall mean to include all the activities (e.g. dewatering, removal of debris etc.) required for redoing of damaged Permanent Works. Such cost shall be paid by the Employer provided the same is arising as a consequence of uninsurable events as per Contract.</p>							

