

GEKAM POWER PRIVATE LIMITED



INVITATION FOR BIDS (IFB)

FOR

All Civil Works Comprising of River Diversion Works, Trench Weir, Intake, Feeder Channel, Desilting Tank, Head Race Tunnel, Surge Shaft, Penstock Civil Works, Power House Building, Tail Race Channel and Switchyard Civil Works, etc., for Rassing Hydropower Project (12 MW) in Laporiang Circle, Papumpare District, Arunachal Pradesh

(CIVIL PACKAGE)

Single-Stage: Two-Envelope Bidding Procedure

Gekam Power Private Limited

Registered Office: B Sector, Naharlagun, Arunachal Pradesh, India.

Email: gekampowerprivatelimited@gmail.com

INVITATION FOR BIDS (IFB)

(Open Competitive Bidding)

Contract title: All Civil Works Comprising of River Diversion Works, Trench Weir, Intake, Feeder Channel, Desilting Tank, Head Race Tunnel, Surge Shaft, Penstock Civil Works, Power House Building, Tail Race Channel and Switchyard Civil Works, etc., for Rassing Hydropower Project (12 MW) in Laporiang Circle, Papumpare District, Arunachal Pradesh.

IFB No: Rassing – CIVIL (Works) – 002

IFB issued on: 28th June 2024

Table of Contents - Summary Description

The contents of Bidding Documents are organized in 3 separate Volumes as under:

Volume number	Contents	Section No./ Name
Volume-1	Invitation for Bids	Section 0: Invitation for Bids
	Bidding Procedures and Bidding Forms	Section 1: Instructions to Bidders
		Section 2: Bid Data Sheet
		Section 3: Evaluation, Eligibility and Qualification Criteria
		Section 4: Bidding Forms for Technical Bid
		Section 5: Bidding Forms for Price Bid
	Employer's Requirements	Section 6: Employer's Requirements (the contents of this Section include by reference the contents of Volume-2 and Volume -3)
	Conditions of Contract and Contract Form	Section 7: General Conditions of Contract
		Section 8: Special Conditions of Contract
		Section 9: Contract Forms
Volume-2	Technical Specifications	Technical Specification for Civil Works
Volume-3	Drawings	Drawings – Civil Works

The contents of each Section are briefly summarized herein below.

VOLUME-1

Section 0 - Invitation for Bids (IFB)

BIDDING PROCEDURES AND BIDDING FORMS

Section 1 - Instructions to Bidders (ITB) -----

In this section the procedures to be followed by Bidders in the preparation and submission of their Bids is specified. Information is also provided on the submission, opening, and evaluation of bids and on the award of contract.

Section 2 - Bid Data Sheet (BDS) -----

This section consists of provisions that are specific to the procurement and supplement the information or requirements included in Section 1 (Instructions to Bidders).

Section 3 - Evaluation, Eligibility and Qualification Criteria (EQC) -----

This section contains the bid evaluation criteria and lists the necessary eligibility conditions and qualifications of Bidders.

Section 4 - Bidding Forms for Technical Bid (BDF-T) -----

This section contains the forms which are to be completed by the Bidder for Technical Bid and submitted as part of its Bid.

Section 5 - Bidding Forms for Price Bid (BDF-F) -----

This section contains the forms which are to be completed by the Bidder for Price Bid and submitted as part of its Bid.

EMPLOYER'S REQUIREMENTS

Section 6 - Employer's Requirements (ERQ) -----

This section contains the Scope of Works, Specifications, the Drawings, and Supplementary Information that describe the Facilities to be procured, Personnel Requirements, Equipment Requirements, etc. (The contents of this Section include by reference the contents of Volume - 2 and Volume - 3).

CONDITIONS OF CONTRACT AND CONTRACT FORMS

Section 7 - General Conditions of Contract (GCC) -----

This section contains the general clauses to be applied in the contract. These Conditions are subject to the variations and additions set out in Section 8 (Special Conditions of Contract).

Section 8 - Special Conditions of Contract (SCC) -----

This section contains provisions that are specific to the contract and that modify or supplement the GCC. Whenever there is a conflict, the provisions herein shall prevail over those in the GCC. The clause number of the SCC is the corresponding clause number of the GCC.

Section 9 - Contract Forms (COF) -----

This section contains forms, which, once completed, will form part of the Contract. The forms for Performance Security and Advance Payment Security, when required, shall only be completed by the successful Bidder after contract award.

VOLUME-2

Technical Specification for Civil Works

VOLUME-3

Drawings – Civil Works

GEKAM POWER PRIVATE LIMITED



INVITATION FOR BIDS (IFB)

FOR

All Civil Works Comprising of River Diversion Works, Trench Weir, Intake, Feeder Channel, Desilting Tank, Head Race Tunnel, Surge Shaft, Penstock Civil Works, Power House Building, Tail Race Channel and Switchyard Civil Works, etc., for Ressing Hydropower Project (12 MW) in Laporiang Circle, Papumpare District, Arunachal Pradesh

(CIVIL PACKAGE)

Single-Stage: Two-Envelope Bidding Procedure

Gekam Power Private Limited

Registered Office: B Sector, Naharlagun, Arunachal Pradesh, India.

Email: gekampowerprivatelimited@gmail.com

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(Open Competitive Bidding)

Contract title: All Civil Works Comprising of River Diversion Works, Trench Weir, Intake, Feeder Channel, Desilting Tank, Head Race Tunnel, Surge Shaft, Penstock Civil Works, Power House Building, Tail Race Channel and Switchyard Civil Works, etc. for Rassing Hydropower Project (12 MW) in Laporiang Circle, Papumpare District, Arunachal Pradesh.

IFB No: Rassing – CIVIL (Works) – 002

IFB issued on: 28th June 2024

1. Gekam Power Private Limited (“the Employer” invites sealed bids from eligible Bidders for All Civil Works Comprising of River Diversion Works, Trench Weir, Intake, Feeder Channel, Desilting Tank, Head Race Tunnel, Surge Shaft, Penstock Civil Works, Power House Building, Tail Race Channel, Switchyard (Civil Works Package) for Rassing Hydro Electric Project (12 MW) in Laporiang Circle, Papumpare District, Arunachal Pradesh. (“the Works”).
2. Open competitive bidding will be conducted in accordance with the bidding procedure and for procurement of the Facilities as per the requirements, specified in the IFB document (hereinafter also referred to as Bidding Document). Bidding is open to all the eligible Bidders as specified in the bidding document the contents of which are as under:
3. Bidders are advised to note the clauses on eligibility and qualification criteria specified in the Bidding Documents, to be eligible and qualify for being considered for the award of the contract for procurement of the Facilities.
4. To obtain further information and inspect the Bidding Documents, prospective Bidders should contact:

Administrative Officer

Gekam Power Private Limited

B Sector, Naharlagun, Arunachal Pradesh

Email: gekampowerprivatelimited@gmail.com

Mob: 6909932965

5. The Bidding Document can be purchased in person or obtained through post/ courier during the period mentioned in the table under para 10 below, from the office of the Employer at Naharlagun, against a formal request in writing, on payment of non- refundable cost of document (non- refundable tender fee) of Rs. 20,000 (inclusive of GST) in cash or through Demand Draft/certified Banker's Cheque or bank transfer (SWIFT etc.) of any Schedule Commercial Bank payable at Naharlagun, Arunachal Pradesh in favour of Gekam Power Private Limited.

The Bidding Document is also available online on www.gekam.in (website) during the period mentioned in the table under para 10 below as extended, on payment of a non-refundable tender fee as indicated above. Aspiring bidders who have obtained the Bidding Document from the website, the non-refundable fee is required to be paid / submitted before the date & time of opening of the Technical Bid mentioned in the table under para 10 below as extended.

Alternative the bidder may make the payment of the specified non-refundable cost of document though NEFT/ RTGS to the account mentioned below:

Payee Account Name: Gekam Power Private Limited

Account No: 59209436041381

Name of the Bank: HDFC Bank

Bank Branch Name & Address: Basar Commercial Complex, Naharlagun 791110

RTGS/ IFSC Code: HDFC0004313

The reference of the transaction details may be intimated at though e-mail or letter at the address mentioned in the table under para 10 below, as per the following:

Name and Address of the prospective Bidder:

Document downloaded or to be obtained in person:

Sender's/ Account Holder's Name:

Sender's Bank Name and Branch:

Amount:

Date of Deposit:

UTR/ Transaction Reference No.

Contact No.

Should the non-refundable tender fee payment not made by the bidder in accordance with the aforementioned instructions, the Employer reserves the right to reject the bid submitted by the bidder.

6. The Employer shall not be liable for any delay in receipt of Bidding Documents by the prospective Bidders or for any delays due to the process for any reasons whatsoever.

7. The bidding shall be conducted **under Single Stage Two-Envelope Bidding process** as specified in the Bidding Document
8. Bids will be opened promptly after the deadline for bid submission, as may be extended in accordance with the provisions of the Bidding Documents, in the presence of Bidders' representatives who choose to attend. If the Employer's office happens to be closed on the specified date of opening of the bids, the bids will be opened on the next working day at the same time and venue or as may be notified by the Employer.
9. Other details can be seen in the Bidding Document, the contents of which are as follows:

Volume number	Contents	Section No./ Name
Volume-1	Invitation for Bids	Section 0: Invitation for Bids
	Bidding Procedures and Bidding Forms	Section 1: Instructions to Bidders
		Section 2: Bid Data Sheet
		Section 3: Evaluation, Eligibility and Qualification Criteria
		Section 4: Bidding Forms for Technical Bid
		Section 5: Bidding Forms for Price Bid
	Employer's Requirements	Section 6: Employer's Requirements (the contents of this Section include by reference the contents of Volume-2 and Volume -3)
	Conditions of Contract and Contract Form	Section 7: General Conditions of Contract
		Section 8: Special Conditions of Contract
		Section 9: Contract Forms
Volume-2	Technical Specifications	Technical Specification for Civil Works
Volume-3	Drawings	Drawings – Civil Works

10. The key dates and other details regarding the bidding process and bid invitation are indicated in the tables below which are subject to the provisions of the Bidding Document.

Date of Issue of IFB	28th June 2024
Date & Time of Pre-bid Meeting	to be notified on website – www.gekam.in
Availability of Bidding Document to be obtained in person/ through post or courier or downloaded from website	28th June 2024 to 10th July 2024
Deadline for Submission of Bid	15th July 2024 upto 1400 Hours (IST)
Date & Time of Opening of Technical Bid	15th July 2024 at 1530 Hours (IST)

Address for Correspondence	Administrative Officer Gekam Power Private Limited B Sector, Naharlagun Email: gekampowerprivatelimited@gmail.com Mob: 6909932965
Contact Details of Authorized Representative of the Employer for bidding process and bid invitation	Nabam Gekam 6909932965 Email: gekampowerprivatelimited@gmail.com

Gekam Power Private Limited.

Authorized Signatory

GEKAM POWER PRIVATE LIMITED



INVITATION FOR BIDS (IFB)

FOR

All Civil Works Comprising of River Diversion Works, Trench Weir, Intake, Feeder Channel, Desilting Tank, Head Race Tunnel, Surge Shaft, Penstock Civil Works, Power House Building, Tail Race Channel and Switchyard Civil Works, etc. for Rassing Hydropower Project (12 MW) in Laporiang Circle, Papumpare District, Arunachal Pradesh

(CIVIL PACKAGE)

Single-Stage: Two-Envelope Bidding Procedure

Gekam Power Private Limited

Registered Office: B Sector, Naharlagun, Arunachal Pradesh, India.

Email: gekampowerprivatelimited@gmail.com

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Contract title: All Civil Works Comprising of River Diversion Works, Trench Weir, Intake, Feeder Channel, Desilting Tank, Head Race Tunnel, Surge Shaft, Penstock Civil Works, Power House Building, Tail Race Channel and Switchyard Civil Works, etc. for Rassing Hydropower Project (12 MW) in Laporiang Circle, Papumpare District, Arunachal Pradesh.

IFB No: Rassing – CIVIL (Works) – 002

IFB issued on: 28th June 2024

Section 1: Instructions to Bidders

Volume numbe	Contents	Section No./ Name
Volume-1	Invitation for Bids	Section 0: Invitation for Bids
	Bidding Procedures and Bidding Forms	Section 1: Instructions to Bidders
		Section 2: Bid Data Sheet
		Section 3: Evaluation, Eligibility and Qualification Criteria
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A. General

1. Scope of Bid

- 1.1** In connection with the Invitation for Bids (IFB), indicated in the Bid Data Sheet (BDS), the Employer, as indicated in the BDS, issues this Bidding Document for the procurement of plant and services as specified in Section 6 (Employer's Requirements) for the project named and briefly described in the BDS. The name, identification, and number of sub-packages (contract/s) of the package under open competitive bidding (OCB) are provided in the BDS.

"The Employer is issuing this Bidding Document in connection with the Invitation for Bids (IFB) specified in the Bid Data Sheet (BDS). The purpose is to procure plant and services as outlined in Section 6 (Employer's Requirements) for the project briefly described in the BDS. The BDS provides details about the name, identification, and number of sub-packages (contracts) under open competitive bidding (OCB)."

- 1.2** Throughout this Bidding Document,

- 1.2.1 the term "in writing" means communicated in written form and delivered; and
- 1.2.2 except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular.
1. **"In writing"** means any communication delivered in written form.
 2. **Words indicating the singular** also include the plural, and vice versa.

2. Definitions

- 2.1 For the purpose of this **Section 1: Instructions to Bidders** and **Section 2: Bid Data Sheet** and other Sections where the context so requires,

1. "Definitions:

- **Affiliate(s):** Individuals or entities directly or indirectly connected to the Bidder (e.g., controlling or controlled by the Bidder).
- **Applicable Law:** Refers to the laws and other legally binding instruments in India.
- **Bid:** Includes both the technical (Technical Bid) and price (Price Bid) components submitted by the Bidder in response to the Notice Inviting Tenders (NIT) or Invitation for Bids (IFB).
- **Bid Data Sheet (Section 2):** An integral part of the Instructions to Bidders (ITB) that reflects specific procurement issues, details, and conditions.
- **Bidder:** A professional firm or entity submitting a Bid in response to the IFB/NIT issued by the Employer for providing/planning the Plant/Facilities.

BIDDING PROCEDURES AND BIDDING FORMS (INSTRUCTIONS TO BIDDERS)

- **Contract:** The agreement as defined in Section 7.
- **Day:** A calendar day, unless specified as a “Business Day” (official working day excluding public holidays).
- **Employer:** The entity briefly described in the Bid Data Sheet, issuing the Invitation for Bids for awarding the Contract related to Design, Supply, and Installation of Plant (Scope of Work) specified in Section 6 (Employer’s Requirement).
- **Government:** Refers to the Indian government, State Government, or Local Government as applicable.”
- **IFB (Invitation for Bids):** The IFB is issued by the Employer to select the successful Bidder from among those who submit bids in response to the Invitation for Bids. This process follows the Two Envelope Single Stage Bidding Process.
- **ITB (Instructions to Bidders):** This section (Section 1 of the Bidding Documents) provides all the information needed for Bidders to prepare and submit their bids.
- **Joint Venture (JV):** A JV is an association of more than one entity or firm. One member has the authority to conduct business on behalf of all JV members/partners. The JV members/partners are jointly and severally liable to the Employer for Contract performance. Whether bidding by Joint Venture is permitted is specified in Section 3.
- **Month:** Refers to a calendar month.
- **Project Manager/Engineer-in-Charge/Engineer/Owner’s Engineer:** The party appointed to design, engineer, manage, and supervise construction under the Contract on behalf of the Employer.
- **Sub-contractor:** An entity to whom the Contractor subcontracts part of the Works as per Contract provisions. The Contractor remains responsible to the Employer for successful Contract performance.
- **Week:** A continuous period of seven (7) days.
- **Works:** Refers to the same meaning as ascribed in Section 7. Capitalized terms not specifically defined have meanings ascribed in Section 6 (Employer’s Requirements) and Section 7 (General Conditions of Contract), and elsewhere in the Bidding Document.)

3. Fraud and Corruption

- 3.1 The Employer requires compliance with the Anti-Corruption Guidelines and Laws enforced by the relevant Government and its agencies.
- 3.2 The Employer expects Bidders, Suppliers, Contractors, agents, subcontractors, sub-consultants, service providers, sub-suppliers, and manufacturers (including their officers, directors, employees, and personnel) to maintain the highest ethical standards during the procurement and execution of contracts. For clarity, the terms below are defined as follows:

BIDDING PROCEDURES AND BIDDING FORMS (INSTRUCTIONS TO BIDDERS)

- **Corrupt practice:** Offering, giving, receiving, or soliciting anything of value to improperly influence another party's actions.
- **Fraudulent practice:** Any act or omission, including misrepresentation, that knowingly or recklessly misleads a party to gain financial benefits or avoid obligations.
- **Coercive practice:** Impairing or threatening to harm any party or their property to improperly influence actions.
- **Collusive practice:** An arrangement between parties designed to achieve an improper purpose, including influencing another party's actions.
- **Abuse:** Theft, waste, or improper use of assets related to Employer-related activities, whether intentional or due to reckless disregard.
- **Conflict of interest:** Any situation where a party's interests could improperly influence their official duties, contractual obligations, or compliance with laws and regulations.

3.3 The Employer:

- a. "If the Employer finds that the recommended Bidder or any of its team members (officers, directors, employees, etc.) has been involved in corrupt, fraudulent, or other unethical practices during the bidding process, the proposal will be rejected."
- b. May declare ineligible, either indefinitely or for a stated period of time, a firm to participate in any procurement by the Employer, if it at any time determines that the firm or individual has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices or other integrity violations.

3.4 Furthermore, Bidders shall be aware of the provision if any stated in GCC, which shall also be applicable.

4. Eligibility, Qualification and Other Criteria/ Requirements and Conflict of Interest

(The requirements for participating in the bidding process are outlined in Section 3 - Evaluation, Eligibility, and Qualification Criteria (EQC). If a bidder's submission does not meet these criteria, it will be rejected and not further evaluated.)

Evaluation of Bids and Conflict of Interest

1. Bids submitted by Bidders will be assessed to ensure compliance with eligibility, qualification, and other requirements. The Technical Bid should include relevant details, information, and documentary evidence. In Section 5 - Bidding Forms, Bidders must provide necessary documents demonstrating their alignment with the criteria specified in Section 3 - Evaluation, Eligibility, and Qualification Criteria (EQC). If a Bidder fails to meet the EQC criteria, their bid will be rejected. However,

the Employer reserves the right to overlook minor deviations if the bidder is otherwise capable of successfully executing the Contract upon award.

2. Bids from Bidders meeting the EQC criteria specified in **IFB No. Rassing – CIVIL (Works) – 002 Vol 1 Section-1**: Instruction to Bidders will be shortlisted for further evaluation.
3. Bidders must provide additional documentary evidence as reasonably requested by the Employer to demonstrate compliance with EQC criteria.
4. Bidders must avoid conflicts of interest. Any Bidder found to have a conflict of interest will be disqualified. A conflict of interest may arise if the Bidder or their Joint Venture partner:
 - Has interests that could improperly influence their performance of official duties, contractual obligations, or compliance with laws and regulations.

Conflict of Interest in Bidding Process

1. A Bidder may have a conflict of interest if:
 - They directly or indirectly control, are controlled by, or are under common control with another Bidder.
 - They have received any direct or indirect subsidy from another Bidder.
 - They share the same legal representative as another Bidder.
 - They have a relationship with another Bidder (directly or through common third parties) that could influence the Bid of another Bidder or the Employer's decisions during the bidding process.
 - They or their affiliates participated as a consultant in designing the works subject to the Bid.
 - They or their affiliates have been engaged by the Employer for Contract implementation.
 - They have a close business, financial, or family relationship with professional staff of the Employer, the Consultant, or the Engineer involved in the bidding process or Contract supervision.
 - They participate in more than one bid individually or as a partner in a Joint Venture (except for permitted alternative offers under ITB 13). Such participation will disqualify all Bids they are involved in. However, this does not limit their participation as subcontractors in other Bids.

Bidders' Eligibility and Conflict of Interest

1. Bidders must provide evidence of their continued eligibility, qualifications, and absence of conflict of interest as reasonably requested by the Employer.
2. Bidders should not be under suspension from bidding due to a Bid-Securing Declaration.

3. Firms or individuals from a country, or goods manufactured in a country, or services/works provided from a country will be excluded and declared ineligible if:
 - The Government of India or the Government of Arunachal Pradesh legally prohibits commercial relations with that country or sourcing of goods/services from any country or source on a specified negative list.
 - They have been debarred, blacklisted, or sanctioned by the Employer or its Investor(s).
4. A firm or individual will be excluded if declared ineligible based on the Anti-Corruption Guidelines and Policy of the Employer.
5. A firm or individual will be excluded and declared ineligible if:
 - They have been debarred, temporarily suspended, or declared ineligible by the Government of India or the Government of Arunachal Pradesh (including ministries, departments, or subordinate offices) or any public authority or international organization.
 - Any key officers or directors of the firm have been charged or convicted of criminal offenses or violations of law/regulations carrying imprisonment penalties within the preceding five years from the bid/proposal opening date.

5. Eligible Plant Materials and Services

- 5.1 The Plant, Materials, and services supplied under the Contract must meet the origin criteria specified in Section 3 - Evaluation, Eligibility, and Qualification Criteria (EQC). All expenses related to the Contract will be limited to such plant and services. Upon request, Bidders may need to provide evidence of the origin of plant, materials, equipment, and services.
- 5.2 For the purpose of ITB 5.1, "origin" refers to the place where the plant or its component parts are mined, grown, produced, or manufactured. It also includes the location from which services are provided. Plant components are considered produced when they result from manufacturing, processing, or substantial assembling, creating a commercially recognized product that substantially retains its basic characteristics or purpose from its components.

B. Contents of Bidding Document**6. Sections of Bidding Document**

- 6.1 The Bidding Document consists Volume 1, Volume-2 and Volume-3, which include all the sections indicated below, and should be read in conjunction with any addenda issued in accordance with ITB 8.

VOLUME – 1**Bidding Procedures and Bidding Forms**

Section 1 – Instructions to Bidders (ITB)

Section 2 – Bid Data Sheet (BDS)

Section 3 – Evaluation, Eligibility and Qualification Criteria (EQC)

Section 4 – Bidding Forms for Technical Bid (BDF-T)

Section 5 – Bidding Forms for Price Bid (BDF-F)

Employer's Requirements

Section 6 – Employer's Requirements (ERQ)

(The contents of this Section include by reference the contents of Volume-2 and Volume -3)

Conditions of Contract and Contract Forms

Section 7 – General Conditions of Contract (GCC)

Section 8 – Special Conditions of Contract (SCC)

Section 9 – Contract Forms (COF)

VOLUME – 2**Technical Specifications**

Section 10 – Technical Specification for Civil Works

VOLUME – 3**Drawings**

Section 11 – Drawings – Civil Works

BIDDING PROCEDURES AND BIDDING FORMS (INSTRUCTIONS TO BIDDERS)

- 6.2 The IFB issued by the Employer is not part of the Bidding Document.
- 6.3 The Employer is not responsible for the completeness of the Bidding Document and its addenda, if they were not obtained directly from the source stated by the Employer in the IFB.
- 6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document. Failure to furnish all information or documentation required by the Bidding Document may result in the rejection of the Bid.

7. Clarification of Bidding Document, Site Visit, Pre-Bid Meeting**7.1 Clarification, Site Visit, and Pre-Bid Meeting****7.2 Clarification on Bidding Document:**

1. Prospective Bidders seeking clarification on the Bidding Document can contact the Employer in writing at the address specified in the BDS.
2. Alternatively, they can raise inquiries during the pre-bid meeting (if provided for in accordance with ITB 7.4).
3. The Employer will respond to clarification requests received no later than 15 days before the bid submission deadline.
4. Responses will be in writing, shared with all Bidders who acquired the Bidding Document (without revealing the source).
5. If necessary, the Employer will issue an Addendum to the Bidding Document following the procedure under ITB 8 and ITB 24.2.
6. If specified in the BDS, the Employer will promptly publish responses or Addenda on the web page identified in ITB/BDS 7.7.

7.3 Site Visit:

1. Bidders are advised to visit and examine the site where the Works will be performed.
2. They should gather necessary information for preparing their Bid and entering into a contract for plant and services.
3. Costs associated with site visits are the Bidder's responsibility.
4. Bidders should assess local conditions, including approach roads, existing infrastructure, water supply, ground conditions, and other relevant factors.
5. Compliance with local laws and regulations is essential.
6. Costs related to site visits are borne by the Bidder.

7.4 Permission for Site Inspection:

1. The Bidder and their personnel or agents may enter the Employer's premises and lands for site visits.
2. However, this permission is conditional upon the Bidder releasing and indemnifying the Employer against any liability.
3. The Bidder is responsible for any injury, property damage, or other losses incurred during the inspection.

7.5 Pre-Bid Meeting:

1. The Bidder's designated representative is invited to attend a pre-bid meeting (if specified in the BDS).
2. The purpose of this meeting is to clarify issues and answer questions raised during that stage.
3. Bidders are requested to submit written questions at least 1 week before the pre-bid meeting.
4. All questions raised during the Pre-Bid Meeting will be addressed by the Employer.

7.6 Minutes of Pre-Bid Meeting and Non-attendance**7.7 Minutes of Pre-Bid Meeting:**

1. The Employer will promptly share the minutes of the pre-bid meeting with all Bidders who acquired the Bidding Document (without revealing the source of questions).
2. Any necessary modifications to the Bidding Document resulting from the pre-bid meeting will be communicated through an addendum (which includes amendments/corrigenda) following the procedure under ITB 8.
3. If specified in the BDS, the Employer will also publish the minutes or Addendum on the web page identified in the BDS.

7.8 Non-attendance at Pre-Bid Meeting:

Bidders who do not attend the pre-bid meeting will not be disqualified.

8. Amendment of Bidding Document**8.1 Issuing Addenda:**

- Before the bid submission deadline or bid opening, the Employer may amend the Bidding Document by issuing addenda.

8.2 Inclusion of Addendum:

- Any addendum becomes part of the Bidding Document.
- It will be communicated in writing to all Bidders who obtained the Bidding Document according to ITB 6.3.
- If specified in the BDS, the Employer will also promptly publish the addendum on their web page.

8.3 Deadline Extension:

- To allow Bidders reasonable time to consider the addendum while preparing their Bids, the Employer may extend the bid submission deadline at their discretion (pursuant to ITB 24.2).

C. Preparation of Bids and Cost Responsibility**9. Cost of Bidding:**

- 9.1 The Bidder is responsible for all costs related to preparing and submitting their Bid.
- 9.2 The Employer will not be liable for these costs, regardless of the bidding process's outcome.

10. Language of Bid

- 10.1 The Bid, along with all correspondence and documents exchanged between the Bidder and the Employer, must be in English.
- 10.2 Supporting documents and printed literature that are part of the Bid may be in another language, but they must be accompanied by an accurate English translation. In case of any discrepancies, the English translation will prevail for interpreting the Bid.

11. Documents Required for the Bid**11.1 Two Envelopes:**

- 1. Under the Single Stage Two Envelope bidding process, the Bid consists of two envelopes submitted together.
- 2. The first envelope contains the technical part (Technical Bid), and the second envelope contains the price part (Price Bid).
- 3. Both envelopes are enclosed in an outer single envelope.

11.2 Technical Bid Contents:

- The Technical Bid should not include any financial information related to the Bid price.
- If material financial details are found in the Technical Bid, the Bid may be declared non-responsive.
- The Technical Bid submitted by the Bidder must include:
 - **Letter of Technical Bid**
 - **Bid Security or Bid-Securing Declaration** (as per ITB 21)
 - **Alternative Bids (Technical part)** if allowed (as per ITB 13)
 - **Written confirmation** authorizing the signatory of the Bid to commit the Bidder (as per ITB 22.2)
 - **Documentary evidence** that the Works, goods, and services offered by the Bidder are eligible (as per ITB 14.1)
 - **Evidence of eligibility and qualifications** to perform the contract (as per ITB 15)
 - **Technical Proposal** (as per ITB 17)
 - **Evidence** that the Works, goods, and services conform to the Bidding Document (as per ITB 16)

- **Joint Venture Agreement** (if applicable) signed by all partners
- **List of subcontractors** (as per ITB 17.2)
- **Any other document** specified in the BDS.

12. Letter of Bid and Alternative Bids

12.1 Letter of Bid and Schedules:

- The Letters of Technical Bid and Price Bid, along with the Schedules and other documents listed under ITB 11, must be prepared using the relevant forms provided in Section 4 (Bidding Forms for Technical Bid) and Section 5 (Bidding Forms for Price Bid).
- These forms should not be altered, and no substitutions will be accepted. All blank spaces must be filled in with the requested information as required in the BDS.

13. Alternative Bids:

- 13.1 The BDS specifies whether alternative Bids are allowed. If allowed, the BDS will also indicate whether they are permitted according to ITB 13.3 or invited as per ITB 13.2 and/or ITB 13.4.
- 13.2 When alternatives to the Time Schedule are explicitly invited, the BDS will state this, and the method for evaluating different time schedules will be described.
- 13.3 Bidders offering technical alternatives to the Employer's requirements must provide:
- A price for offering a plant meeting the Employer's requirements.
 - All necessary information for evaluating the alternatives, including drawings, design calculations, technical specifications, price breakdowns, proposed installation/ construction methods, and other relevant details.
 - Only technical alternatives conforming to basic technical requirements will be considered by the Employer.
- 13.4 If Bidders are invited to submit alternative technical solutions for specific parts of the works, those parts will be described in Section 6 (Employer's Requirements). Technical alternatives complying with performance and technical criteria will be evaluated on their own merits.

14. Documents Establishing the Eligibility of Works, Goods and Services

To establish the eligibility of Works, plant, materials, goods and services in accordance with ITB 5, Bidders shall complete the Country of Origin Declaration Form included in Section 4 (Bidding Forms for Technical Bid).

15. Documents Establishing the Eligibility and Qualifications of the Bidder

To establish its eligibility and qualifications to perform the Contract in accordance with **Section 3 - Evaluation, Eligibility and Qualification Criteria (EQC)**, the Bidder

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shall provide the information requested in the corresponding information sheets included in Section 4 (Bidding Forms for Technical Bid).

16. Documents Confirming Works Conformity**16.1 Form of Evidence:**

- The documentary evidence confirming the Works' conformity to the Bidding Document can take the form of literature, drawings, and data. It should provide the following details:

16.2 Technical and Performance Characteristics:

- A detailed description of the essential technical and performance features of the Works, as specified in the Specification.

16.3 List of Necessary Items:

- A list with full particulars, including available sources, of special plant, materials, goods, and tools required for the proper and continuous functioning of the Works after completion, as per the contract provisions.

16.4 Commentary on Employer's Requirements:

- A commentary on the Employer's Requirements, along with adequate evidence demonstrating the substantial responsiveness of the Works to those specifications.
- Bidders should note that standards for workmanship, plant, materials, goods, and equipment specified by the Employer are descriptive (establishing quality and performance standards) and not restrictive.
- Bidders may propose alternative standards, brand names, or catalog numbers in their Bid, provided they demonstrate to the Employer that the substitutions are substantially equivalent or superior to the designated standards in the Specifications.

17. Technical Proposal, Subcontractors

17.1 The Bidder shall furnish a Technical Proposal, including a statement of work methods, equipment, personnel, schedule, environmental, social, health and safety (ESHS) management plan commensurate with the proposed scope of works, ESHS Code of Conduct, and any other information as stipulated in Section 4 (Bidding Forms for Technical Bid), in sufficient detail to demonstrate the adequacy of the Bidders' proposal to meet the work requirements and the completion time.

17.2 For major items/ parts of the Works as listed by the Employer in Section 3 (Evaluation, Eligibility and Qualification Criteria), which the Bidder intends to subcontract, the Bidder shall give details of the name and nationality of the proposed Subcontractors, including Manufacturers, for each of those items/parts. In addition, the Bidder shall include in its Bid information establishing compliance

with the requirements specified by the Employer for these items. Bidders are free to list more than one Subcontractor against each item/ parts of the Works. Quoted rates and prices will be deemed to apply to whichever Subcontractor is appointed, and no adjustment of the rates and prices will be permitted on this account.

- 17.3 The Bidder shall be responsible for ensuring that any Subcontractor proposed complies with the requirements of ITB 4, and that any item/ part of the Works to be provided by the Subcontractor comply with the requirements of ITB 5 and ITB 15.1

18. Bid Prices and Discounts

Bid Pricing and GST

18.1 Single Responsibility Basis:

1. Bidders must quote for the entire Works on a “single responsibility” basis.
2. This covers all Contractor obligations related to design, engineering, procurement, construction, and completion of the Works.
3. It also includes acquiring permits, approvals, licenses, maintenance, and other specified items and services as per the Conditions of Contract.

18.2 Pricing for Works:

1. Bidders should provide rates and prices for all items described in the Schedule of Prices and Bill of Quantities (Price Schedule).
2. If no rate or price is entered for an item, the Employer will not pay for it when executed.
3. Rates and prices must be expressed in positive values. Negative values will lead to bid rejection.

18.3 Inclusive Costs:

1. Rates and prices should cover all costs, including works, plant, materials, goods, services, taxes, and duties (excluding GST).
2. GST payable in India should be quoted separately.

18.4 Bid Pricing and Adjustments

18.5 Fixed or Adjustable Prices:

- Prices can be either fixed or adjustable, as specified in the BDS.
- In the case of Fixed Price:
 1. Bidder’s quoted prices remain fixed during contract performance.
 2. No variation is allowed.
 3. An adjustable price quotation will be considered non-responsive and rejected.

- In the case of Adjustable Price:
 1. Bidder's quoted prices are subject to adjustment during contract performance.
 2. Changes may reflect labour, material, transport, and contractor's equipment costs.
 3. Procedures specified in the corresponding appendix to the Contract Agreement will apply.
 4. If not already specified, the Bidder must provide indexes (e.g., for labour and materials), their weightings, and source in the Tables of Adjustment Data (Section 4 - Bidding Forms for Technical Bid).
 5. The Employer may seek justification for proposed indexes and weightings.
 6. Bids omitting indexes and weightings will require clarification.

18.6 Price Reductions (Discounts):

- Bidders offering price reductions (discounts) must specify:
 1. The offer price reductions.
 2. How the price reductions will apply.
- If indicated in BDS 1.1, Bids are invited for individual sub-packages (contracts) or any combination of sub-packages.
- Bidders offering price reductions for more than one contract must specify applicable
- reductions for each sub-package or individual contract, along with the manner of application.

19. Currencies of Bid and Payment

The currency of the bid shall be Indian Rupees (INR/ Rs.) only and the Bidder shall quote the rates and prices, and shall be paid for, entirely in Indian Rupees (Rs.).

20. Period of Validity of Bids

20.1 Bids shall remain valid for the bid validity period specified in the BDS. The bid validity period starts from the date fixed for the bid submission deadline date prescribed by the Employer in accordance with ITB 24.1. A bid valid for a shorter period shall be rejected by the Employer as nonresponsive.

20.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Employer may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. If a bid security is requested in accordance with ITB 21, it shall also be extended 28 days beyond the deadline of the extended bid validity period. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request shall not be required or permitted to modify its Bid.

21. Bid Security/ Bid Securing Declaration**21.1 Bid Security:**

1. Unless otherwise specified in the BDS, the Bidder must provide either a Bid-Securing Declaration or a bid security as part of their Technical Bid.
2. The amount and currency for bid security will be as specified in the BDS.

21.2 Bid-Securing Declaration:

1. If required (as per ITB 21.1), the Bidder should use the form provided in Section 4 (Bidding Forms for Technical Bid).
2. The Employer will declare a Bidder ineligible for a specified period if a Bid-Securing Declaration is executed.

21.3 Bid Security Options and Conditions**21.4 Bid Security Forms:**

1. If bid security is required (as per ITB 21.1), the Bidder can choose from the following forms:
 - a. Unconditional bank guarantee (hard copy or SWIFT message MT760)
 - b. Irrevocable letter of credit
 - c. Cashier's or banker's certified cheque
 - d. Crossed bank draft/pay order issued by the Bank
2. The chosen form must be from a reputable source in an eligible country (as described in Section 3).

21.5 Bank Guarantee:

1. If using a bank guarantee, the Bid Security Form (included in Section 4 - Bidding Forms for Technical Bid) or an acceptable alternative form must be submitted.
2. The form should include the complete name of the Bidder.
3. The bid security will be valid for 28 days beyond the original Bid validity period or any extension requested under ITB 20.2.

21.6 Nonresponsive Bids:

- Bids lacking substantially compliant bid security or Bid-Securing Declaration (if required) will be rejected as nonresponsive.

21.7 Return of Bid Security:

- Substantially nonresponsive Technical Bids' bid security will be returned before opening Price Bids.

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- Unsuccessful Bidders' bid security at Price Bid evaluation will be promptly returned upon the successful Bidder furnishing performance security (as per ITB 46).
- Successful Bidders' bid security will be returned once they sign the Contract and provide the required performance security.

21.8 Forfeiture or Execution:

- Bid security may be forfeited or the Bid-Securing Declaration executed if:
 1. The Bidder withdraws their Bid during the bid validity period (except as provided in ITB 20.2).
 2. The successful Bidder fails to sign the Contract, furnish performance security, or accept arithmetical corrections of their Bid.
- Joint Ventures must follow the same rules for bid security or Bid-Securing Declaration.

22. Format and Signing of Bid

- 22.1 The Bidder shall prepare one original set of the Technical Bid and one original set of the Price Bid comprising the Bid as described in ITB 11 and clearly mark it "ORIGINAL - TECHNICAL BID" and "ORIGINAL - PRICE BID". Alternative bids, if permitted in accordance with ITB 13, shall be clearly marked "ALTERNATIVE". In addition, the Bidder shall submit copies of the Bid, in the number specified in the BDS and clearly mark each of them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.
- 22.2 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the BDS and shall be attached to the Bid. A Bid submitted by a Joint Venture shall be signed so as to be legally binding on all partners, as specified in BDS. The name and position held by each person signing the authorization must be typed or printed below the signature.
- 22.3 If a Bidder submits a deficient authorization, the Bid shall not be rejected in the first instance. The Employer shall request the Bidder to submit an acceptable authorization within the number of days as specified in the BDS. Failure to provide an acceptable authorization within the period stated in the Employer's request shall cause the rejection of the Bid. If either the Letter of Technical Bid or Letter of Price Bid or the Bid-Securing Declaration (if applicable) is not signed, the Bid shall be rejected.
- 22.4 Any amendments such as interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.

BIDDING PROCEDURES AND BIDDING FORMS (INSTRUCTIONS TO BIDDERS)**D. Submission and Opening of Bids****23. Submission, Sealing, and Marking of Bids****Bid Submission and Envelope Procedures****23.1. Submission Methods:**

1. Bidders must submit their Bids as specified in the BDS.
2. Procedures for submission, sealing, and marking are as follows:
 - **By Mail or Hand Delivery:**
 - Enclose the original Bid and each copy (including alternative Bids if allowed) in separate sealed envelopes.
 - Mark the envelopes as “ORIGINAL,” “ALTERNATIVE,” and “COPY.”
 - Place these envelopes inside one single outer envelope.
 - **Electronic Submission:**
 - If electronic submission is allowed, follow the specified procedures.

23.2. Envelope Details:

1. Both inner and outer envelopes should:
 - Bear the Bidder’s name and address.
 - Be addressed to the Employer (as per ITB 24.1).
 - Clearly identify this bidding process (as indicated in ITB/BDS 1.1).

23.3. Warnings on Envelopes:

1. Inner and outer envelopes containing the Technical Bid should warn against opening before the Technical Bid opening time (as per ITB 27.1).
2. Inner envelopes containing the Price Bid should warn against opening until advised by the Employer (as per ITB 27.7).

23.4. Alternative Bids:

1. If alternative Bids are allowed (as per ITB 13), they should be prepared, sealed, and marked according to ITB 20 and ITB 21.
2. Inner envelopes for alternative Bids should also be marked “ALTERNATIVE NO....”

23.5. Sealing and Marking Responsibility:

1. Properly sealed and marked envelopes are the Bidder’s responsibility.
2. The Employer is not responsible for misplaced or prematurely opened Bids.

24. Deadline for Submission of Bids

24.1 Bids must be received by the Employer at the address and no later than the date and time indicated in the BDS., subject to ITB 24.2 and IFB 10.

24.2 The Employer may, at its discretion, extend the deadline for the submission of bids by

amending the Bidding Document in accordance with ITB 8, in which case all rights and obligations of the Employer and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

25. Late Bids

- 25.1 The Employer shall not consider any Bid that arrives after the deadline for submission of Bids, in accordance with ITB 24 and IFB 10. Any Bid received by the Employer after the deadline for submission of Bids shall be declared late, rejected, and returned unopened to the Bidder.

26. Withdrawal, Substitution, and Modification of Bids

26.1. Bid Changes:

- i. A Bidder can withdraw, substitute, or modify their Bid after submission.
- ii. They must send a written notice, signed by an authorized representative.
- iii. The notice should include a copy of the authorization (except for withdrawal notices).
- iv. The corresponding substitution or modification must accompany the notice.
- v. All notices should be:
 1. Prepared and submitted as per ITB 22 and ITB 23.
 2. Clearly marked on the respective envelopes as "WITHDRAWAL," "SUBSTITUTION," or "MODIFICATION."
- vi. The Employer must receive the notice before the submission deadline (as per ITB 24 and IFB 10).

26.2. Withdrawn Bids:

Bids requested to be withdrawn will be returned unopened to the Bidders.

26.3. Bid Validity:

No Bid can be withdrawn, substituted, or modified between the submission deadline and the expiration of the specified bid validity period (as indicated on the Letter of Technical Bid or any extension).

27. Bid Opening and Procedures

27.1. Technical Bid Opening:

1. The Employer will open the Technical Bids at the specified address, date, and time.
2. Bidder representatives may be present during the opening.
3. If electronic bidding is allowed (as per ITB 23.1), follow the specified electronic bid submission procedures.

27.2. Envelope Details:

1. Envelopes should:
 - Bear the Bidder's name and address.
 - Be addressed to the Employer (as per ITB 24.1).
 - Clearly identify this bidding process (as indicated in ITB/BDS 1.1).

27.3. Withdrawal and Substitution:

1. Withdrawal notices will be read out, and the corresponding Bid envelope will not be opened.
2. Substitution notices will be opened, and the corresponding envelopes will be exchanged for the substituted ones.
3. Only the Substitution Technical Bid will be opened, read out, and recorded.
4. No substitution will occur without valid authorization.

27.4. Warnings on Envelopes:

1. Outer envelopes marked "MODIFICATION" will be opened.
2. Technical Bids (both Original and Modification) will be opened, read out, and recorded.
3. Price Bids (both Original and Modification) will remain unopened (as per ITB 27.1).
4. No Bid shall be rejected at the opening of Technical Bids except for late Bids (as per ITB 25.1).

27.5. Record Keeping:

- a. A record of the opening of Technical Bids will be prepared.
- b. It will include:
 - i. Bidder's name and whether there is a withdrawal, substitution, or modification.
 - ii. Alternative Bids (if any).
 - iii. Presence or absence of bid security or a Bid-Securing Declaration (if required).
- c. Bidders' representatives present will sign the record.
- d. A copy of the record will be distributed to all Bidders who submitted Bids on time.

- 27.6.** The Employer shall prepare a record of the opening of Price Bids that shall include, as a minimum: the name of the Bidder, the Bid Price (per lot if applicable), any discounts, and alternative offers. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders who submitted Bids on time, and posted online when electronic bidding is permitted.

E. Evaluation and Comparison of Bids**28. Confidentiality**

- 28.1 Information relating to the evaluation of Bids and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until finalization of Contract award.
- 28.2 Any attempt by a Bidder to influence the Employer in the evaluation of the Bids or Contract award decisions may result in the rejection of its Bid.
- 28.3 Notwithstanding ITB 28.2, from the time of bid opening to the time of Contract award, if any Bidder wishes to contact the Employer on any matter related to the bidding process, it should do so in writing.

29. Clarification of Bids

- 29.1 To assist in the examination, evaluation, and comparison of the Technical and Price Bids, and eligibility/ qualification of the Bidders, the Employer may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder that is not in response to a request by the Employer shall not be considered. The Employer's request for clarification and the response shall be in writing. No change in the substance of the Technical Bid or prices in the Price Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Bids, in accordance with ITB 36.
- 29.2 If a Bidder does not provide clarifications of its Bid by the date and time set in the Employer's request for clarification, its Bid may be rejected.

30. Deviations, Reservations, and Omissions

- 30.1 During the evaluation of Bids, the following definitions apply:
- (a) "Deviation" is a departure from the requirements specified in the Bidding Document;
 - (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and
 - (c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Document.

31. Examination of Technical Bids

- 31.1 The Employer shall examine the Technical Bid to confirm that all documents and technical documentation requested in ITB 11.2 have been provided, and to determine the completeness of each document submitted. If any of these documents or information is missing, the Bid may be rejected provided the deviation, reservation or omission is material.

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31.2 The Employer shall confirm that the following documents and information have been provided in the Technical Bid. If any of these documents or information is missing, the offer is liable to be rejected.

- (a) Letter of Technical Bid;
- (b) written confirmation of authorization to commit the Bidder;
- (c) Bid Security or Bid-Securing Declaration, if applicable; and
- (d) Technical Proposal in accordance with ITB 17.

32. Responsiveness of Technical Bid**32.1. Definition:**

1. The Employer determines a bid's responsiveness based on the contents of the Bid itself (as defined in ITB 11).

32.2. Substantially Responsive Bid:

1. A Technical Bid is substantially responsive if it meets the Bidding Document requirements without material deviation, reservation, or omission.
2. Material deviation, reservation, or omission includes:
 - a. Anything that significantly affects the scope, quality, or performance of the specified plant and services.
 - b. Anything that limits the Employer's rights or the Bidder's obligations under the proposed Contract.
 - c. Any deviation related to critical provisions listed in the BDS.

32.3. Technical Aspects Examination:

1. The Employer examines the technical aspects of the Bid submitted (as per ITB 17 - Technical Proposal).
2. It confirms that all requirements of Section 6 (Employer's Requirements) have been met without material deviation, reservation, or omission.

32.4. Bid Rejection:

1. If a Bid does not substantially meet the Bidding Document requirements, it will be rejected by the Employer.
2. Correction of material deviation, reservation, or omission after submission is not allowed.
3. However, if specified in the BDS, such bids may be considered substantially responsive (subject to stipulations mentioned in the BDS).

33. Nonmaterial Nonconformities

- 33.1 Provided that a Bid is substantially responsive, the Employer may waive any nonconformities in the Bid that do not constitute a material deviation, reservation, or omission.
- 33.2 Provided that a Bid is substantially responsive, the Employer may request that the Bidder submit the necessary confirmation, information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the Bid related to documentation requirements. Requesting the confirmation, information or documentation on rectification of such nonconformities shall not be related to any aspect of the Price Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
- 33.3 Provided that a Bid is substantially responsive, the Employer shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or nonconforming item or component. The adjustment shall be made generally using the method indicated in BDS.

34. Detailed Evaluation of Technical Bids**34.1. Technical Bid Evaluation:**

1. The Employer will conduct a detailed technical evaluation of Bids not previously rejected as substantially non-responsive.
2. The evaluation will determine if the technical aspects comply with the Bidding Document.
3. The Bid that fails to meet minimum acceptable standards of completeness, consistency, and conformity will be treated as nonresponsive and rejected.
4. Evaluation factors include:
 - a. Overall completeness and compliance with Employer's Requirements.
 - b. Deviations from Employer's Requirements and Conditions of Contract.
 - c. Relevant factors listed in Section 3 (Evaluation, Eligibility, and Qualification Criteria) and Section 6 (Employer's Requirements).

34.2. Alternative Technical Solutions:

1. If allowed (as per ITB 13), alternative technical solutions offered by the Bidder will be evaluated.
2. If alternatives were not allowed but offered, they will be ignored.

35. Bidder Eligibility Determination:

1. The Employer will assess whether the Bidder meets eligibility and qualifying criteria (as specified in Section 3).
2. The determination considers documentary evidence submitted by the Bidder (as per ITB 15).
3. Qualifications of other firms (e.g., subcontractors, subsidiaries, parent entities) will not be considered unless permitted in the BDS.

Manufacturer and Subcontractor Evaluation:

4. Proposed manufacturers and subcontractors for major items will be evaluated for acceptability (as per Section 3).
5. Their participation should be confirmed with a letter of intent.
6. If a manufacturer or subcontractor is unacceptable, the Bid will not be rejected.
7. The Bidder must propose an acceptable substitute without changing the bid price.
8. The corresponding Appendix to the Contract Agreement will list approved manufacturers or subcontractors for each item.

36. Correction of Arithmetical Errors**36.1. Arithmetical Error Correction:**

- During Price Bid evaluation, the Employer will correct arithmetical errors as follows:
 - i. For admeasurement contracts or items in the price schedules:
 1. If there's a discrepancy between the unit price and the total price (obtained by multiplying the unit price and quantity), the unit price shall prevail.
 2. Total price will be corrected accordingly.
 3. Obvious decimal point misplacements in unit prices will be corrected.
 4. Errors in subtotals will be corrected.
 5. Discrepancies between item-wise price breakdown and Total Price will be resolved.
 6. Amounts in words prevail unless related to an arithmetical error.
 - ii. Grand total prices in Schedule of Grand Summary prevail over bid amounts in the Letter of Price Bid.

- 36.2. If the Most Advantageous Bidder rejects error corrections, their Bid will be disqualified, and bid security may be forfeited or Bid-Securing Declaration executed.

37. Single Currency Bid Evaluation

- 37.1 For evaluation and comparison purposes as well as for the purpose of award of Contract and payments under the Contract, the currency shall be Indian Rupees

(INR/ Rs.). Bids taking any deviation in this regard shall be rejected.

38. Preference

- 38.1 Preference shall be given to the local contractor who is well familiar with the local conditions of the project area.

39. Evaluation and Comparison of Price Bids

- 39.1 The Employer shall use the criteria and methodologies listed in the Bidding Document. No other evaluation criteria or methodologies shall be permitted, except under unusual circumstances encountered, in which Employer may, at its discretion, adopt reasonable criteria and methodology.

39.2 Price Bid Evaluation:

1. The Employer evaluates the Price Bids based on the following factors:
 - a. Bid price (excluding provisional sums and contingencies).
 - b. Price adjustment for arithmetical errors (as per ITB 36.1).
 - c. Price adjustment due to discounts offered (as per ITB 18.8).
 - d. Price adjustment due to quantifiable nonmaterial nonconformities (as per ITB 33.3) and material nonconformities (if specified in ITB/BDS 32.5).
 - e. Assessment of abnormally low bids (as per ITB 40).
 - f. Additional evaluation factors specified in Section 3 (Evaluation, Eligibility, and Qualification Criteria), Section 6 (Employer's Requirements), and the BDS.

39.3 Goods and Service Tax (GST):

1. GST payable in India will be considered for direct transactions between the Employer and the Contractor.
2. The evaluation will not consider the estimated effect of price adjustments over the Contract execution period (unless specified in the BDS).

40. Abnormally Low Bids:

40.1. Provisions on abnormally low bids apply only if specified in the BDS.

- a. An abnormally low bid raises concerns about the Bidder's capability to perform the contract at the offered bid price.
- b. The Employer will undertake a three-step review process to identify, clarify, and decide on abnormally low bids.

Bid Price Evaluation and Employer's Rights**40.2. Explanation and Evaluation of Low Bid Price:**

1. The Employer will seek a written explanation from the bidder regarding the low bid price.
2. The explanation should include detailed cost and unit price analyses, considering scope, methodology, schedule, risks, and responsibilities.
3. Factors like manufacturing process economy, services, construction method, and technical solutions will be considered.
4. After examining the explanation, the Employer may:
 - a. Accept the bid if evidence justifies the low price.
 - b. Require increased performance security (not exceeding 20% of contract price).
 - c. Reject the bid if evidence is insufficient, and make a similar determination for the next ranked bid if needed.

41. Employer's Rights:

- 41.1. The Employer reserves the right to accept or reject any Bid and annul the bidding process without incurring liability.

42. Negotiations

- 42.1. Negotiations may occur with the Most Advantageous Bidder if necessary.
- 42.2. The successful bidder will be determined based on responsiveness, cost/price, and capacity to perform the Contract.

F. Award of Contract**43. Award Criteria:**

- 43.1. The Employer will award the Contract to the Most Advantageous Bidder.
- 43.2. The Most Advantageous Bid meets responsiveness and cost/price criteria.
- 43.3. The successful bidder must have the capacity and capability to perform the Contract and be acceptable to the Employer.

44. Notification of Award through Letter of Acceptance**44.1. Notification of Award (Letter of Acceptance):**

1. Before bid validity expires, the Employer will issue a Letter of Acceptance (LOA) to the successful Bidder.
2. The LOA specifies the Contract Price and constitutes a binding Contract.
3. The successful Bidder will be notified to proceed with execution of the Works (Notice to Proceed).

44.2. Contract Signing:

1. The Employer will prepare the Contract Agreement incorporating all agreements.
2. The Contract Agreement will be shared with the successful Bidder.
3. Ideally, the Contract Agreement should be signed within 12 days of receiving the LOA.
4. The successful Bidder may sign the Contract Agreement in the Employer's office or return the signed Contract Agreement as per ITB

45. Signing of Contract

- 45.1 Promptly after notification of award through the Letter of Acceptance, the Employer shall prepare the Contract Agreement incorporating all agreements between the Employer and the successful Bidder. The Contract Agreement so prepared shall be shared with the successful Bidder.
- 45.2 All efforts shall be made by the Employer and the Successful Bidder so that the Contract Agreement is signed by the Employer and the successful Bidder preferably within 12 days of receipt of notification of award through issuance of Letter of Acceptance from the Employer. In the normal course the Contract Agreement shall be signed in the office of the Employer. Alternatively, the successful Bidder shall sign, date, and return the Contract Agreement shared by the Employer as per ITB 45.1.

46. Performance Security

- 46.1 Within 12 days of the Effective Date of the Contract as per Conditions of Contract, the successful Bidder shall furnish the performance security for the amount specified in BDS, in accordance with the conditions of contract, subject to ITB 39.5 and ITB

40.4, using for that purpose the Performance Security Form included in Section 9 (Contract Forms), or another form acceptable to the Employer. If the bank issuing performance security is located outside India, it shall be counter-guaranteed or encashable by a bank in India.

- 46.2 Failure of the successful Bidder to submit the above-mentioned performance security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security or execution of the Bid-Securing Declaration. In that event, the Employer may award the Contract to the Bidder whose Bid is determined to be the next Most Advantageous Bid as per ITB 43.1.

47. Source of Funds

- 47.1 The Employer intends to use the capital arranged by the Employer through its own resources, other investors and/or loans from FIs. In general, the payment as per the payment terms specified in the Contract will be released timely by the Employer.

48. Dedicated bank account of Contractor

- 48.1 If required by the Employer, the Contractor may be required to create a dedicated bank account for usage of the funds under the project, and the Contractor may be required to provide the details of the transactions under this account to the Employer at the time of key milestones as defined by the Employer.

GEKAM POWER PRIVATE LIMITED



INVITATION FOR BIDS (IFB)

FOR

All Civil Works Comprising of River Diversion Works, Trench Weir, Intake, Feeder Channel, Desilting Tank, Head Race Tunnel, Surge Shaft, Penstock Civil Works, Power House Building, Tail Race Channel and Switchyard Civil Works, etc. for Rassing Hydropower Project (12 MW) in Laporiang Circle, Papumpare District, Arunachal Pradesh

(CIVIL PACKAGE)

Single-Stage: Two-Envelope Bidding Procedure

Gekam Power Private Limited

Registered Office: Sector B, Naharlagun, Arunachal Pradesh, India.

Email: gekampowerprivatelimited@gmail.com

(Open Competitive Bidding)

Contract title: All Civil Works Comprising of River Diversion Works, Trench Weir, Intake, Feeder Channel, Desilting Tank, Head Race Tunnel, Surge Shaft, Penstock Civil Works, Power House Building, Tail Race Channel and Switchyard Civil Works, etc. for Rassing Hydropower Project (12 MW) in Laporiang Circle, Papumpare District, Arunachal Pradesh.

IFB No: Rassing – CIVIL (Works) – 002

IFB issued on: 28th June 2024

Section 2: Bid Data Sheet

Volume numbe	Contents	Section No./ Name
Volume-1	Invitation for Bids	Section 0: Invitation for Bids
	Bidding Procedures and Bidding Forms	Section 1: Instructions to Bidders
		Section 2: Bid Data Sheet
		Section 3: Evaluation, Eligibility and Qualification Criteria
		Section 4: Bidding Forms for Technical Bid
		Section 5: Bidding Forms for Price Bid
	Employer's Requirements	Section 6: Employer's Requirements (the contents of this Section include by reference the contents of Volume-2 and Volume -3)
	Conditions of Contract and Contract Form	Section 7: General Conditions of Contract
		Section 8: Special Conditions of Contract
		Section 9: Contract Forms
Volume-2	Technical Specifications	Technical Specification for Civil Works
Volume-3	Drawings	Drawings – Civil Works

BIDDING PROCEDURES AND BIDDING FORMS (BID DATA SHEET)

This section consists of provisions that are specific to each procurement and supplement the information or requirements included in Section 1 (Instructions to Bidders). Whenever there is a conflict, the provisions herein shall prevail over those in Section 1.

A. General

ITB 1.1	<p>The number of the Invitation for Bids (IFB) is: RESSING – CIVIL (WORKS) - 002</p> <p>The Employer is: Gekam Power Private Limited, Naharlagun, Arunachal Pradesh (also referred to as GPPL)</p> <p>The name of the open national competitive bidding is: All Civil Works Comprising of River Diversion Works, Trench Weir, Intake, Feeder Channel, Desilting Tank, Head Race Tunnel, Surge Shaft, Penstock Civil Structural Works, Power House Building, etc. (Civil Works Package) for Rassing Hydro Electric Project (12 MW) in Arunachal Pradesh.</p> <p>The identification number is: RESSING – CIVIL (WORKS) - 002</p> <p>The number and identification of sub-packages (contracts) comprising this OCB is: There are no sub-packages, only one Single Package.</p> <p>Name and brief description of the Project: Rassing 12 MW Hydro Electric Project located in the Papumpare District of Arunachal Pradesh</p>
ITB 2.1 (h)	Description of Employer – Gekam Power Private Limited is developing 12 MW Rassing HEP in Arunachal Pradesh. Project is financed through 70% debt and 30% equity.
ITB 4.4 (e)	<p>The particulars of the entities/ persons, referred to as the Consultant, hired or engaged by the Employer are:</p> <p>(i) Grej Engineers Private Limited as Owner's Engineer.</p>
ITB 4.4 (f)	<p>The particulars of the entities/ persons, referred to as the Engineer or Owner's Engineer or Project Manager, hired or engaged by the Employer are:</p> <p>(i) [to be intimated later]</p>

B. Contents of Bidding Documents

ITB 7.1	<p>For clarification purposes only, the Employer's address is:</p> <p>Gekam Power Private Limited</p> <p>Registered Office: B Sector, Naharlagun, Arunachal Pradesh, India.</p> <p>Email: gekampowerprivatelimited@gmail.com</p>
ITB 7.2	<p>i. The bidders in their own interest, should inspect and examine the site and its surroundings and satisfy themselves, before submitting their bid, in respect of the site conditions including but not restricted to the following which may influence or affect the Works or cost thereof under the Contract:</p> <p>a) Site conditions including access to the Site, existing and required roads/bridges and other means of transport/ communication for use by them in connection with the Works;</p> <p>b) Requirement and availability of land and other facilities, for their enabling works, colonies, stores and workshops etc.</p> <p>c) Ground conditions including those bearing upon transportation, disposal, handling and storage of materials required for the work or</p>

	<p>obtained there from;</p> <p>d) Source and extent of availability of suitable materials including water, etc. and labor (skilled and un-skilled), required for Works and Laws and Regulations governing their use and employment;</p> <p>e) Geological, meteorological, topographical and other general features of the site and its surroundings as are pertaining to and needed for the performance of the Works;</p> <p>f) The limit and extent of surface and sub-surface water to be encountered during the performance of the Works and the requirement of drainage and pumping;</p> <p>g) The type of Construction Equipment and facilities needed, preliminary to, for and in the performance of the Works; and</p> <p>h) All other information pertaining to and needed for the Works including information as to the risks, contingencies and other circumstances which may influence or affect the work or the cost thereof under this Contract.</p> <p>i) Environmental aspects.</p> <p>j) All applicable taxes, duties, royalty, cess, octroi etc.</p> <p>k) Feasibility and adequacy of extracting material from the identified quarries.</p> <p>ii. The bidders should note that information, if any, in regard to the site and local conditions, in the Bidding Document is indicative only and has been given merely to assist the bidders and is not exhaustive.</p> <p>iii. The bidders should note and keep in mind that the Employer shall bear no responsibility for former's lack of acquaintance of the Site and other conditions or any information relating thereto. The consequences of the lack of any knowledge, as aforesaid, on the part of the bidders shall be at their risk and cost and no charges or claims whatsoever consequent upon the lack of any information, knowledge or understanding shall be entertained or payable by the Employer.</p> <p>iv. The Bidder shall also undertake thorough and detailed study of Site Investigation Report and other technical Data, if any, furnished to him as relevant to the works. The Bidder shall be responsible for interpreting all such Data.</p> <p>v. The Employer shall facilitate the visit for the bidder and bidder is required to furnish his confirmation of site visit.</p>
ITB 7.4	A Pre-Bid meeting will take place. If a Pre-Bid meeting will take place, date, time and place will be intimated on the Company website and information circulated via email to all the bidders.
ITB 7.6	The Employer shall promptly publish the Minutes of the pre-Bid meeting/Addendum to Bidding Document at the web page: www.gekam.in]

C. Preparation of Bids

ITB 11.2 (k)	<p>The Bidder shall submit with its Technical Bid the following additional documents/ details in respect of the bidder (i.e., Single bidder/ main partner of the JV):</p> <ul style="list-style-type: none"> (i) All Forms as per Section- 4: Bidding Forms for Technical Bid, duly filled and completed and all document specified therein. (ii) Description of legal status of the Bidder including Key Management Personnel and documents in support of legal status. (iii) The complete annual reports together with Audited statement of accounts of the company for last five years of its own (separate) immediately preceding the date of submission of bid (refer Note 1 below); <p>Note 1:</p> <p><i>I. In the event the Bidder is not able to furnish the above information of its own (i.e., separate), being a subsidiary company and its accounts are being consolidated with its Group/ Holding/ Parent company, the Bidder should submit the audited balance sheet, income statement, other information pertaining to it only (not of its Group/Holding/Parent company) duly certified by any one of the authority [(i) Statutory Auditor of the Bidder/(ii) Company Secretary of the Bidder a (iii) A certified Public Accountant] certifying that such information/documents are based on the audited accounts as the case may be.</i></p> <p><i>II. Similarly, if the Bidder happens to be a Group/Holding/ Parent company, the Bidder should submit the above documents/information of its own (i.e., exclusive of its subsidiaries) duly certified by any one of the authorities mentioned in Note I above certifying that these information/documents are based on audited accounts, as the case may be.]</i></p> <ul style="list-style-type: none"> (iv) Detailed information as may be sought /specified in in Section – 6: Employer’s Requirement (v) Bill of Quantity (BOQ) (un-priced schedules used for Price Bid).
ITB 11.3 (d)	<p>The Bidder shall submit with its Price Bid all Forms as per Section- 5: Bidding Forms for Price Bid, duly filled and completed and all document specified therein and the following:</p> <ul style="list-style-type: none"> (i) Hard electronic copy, either in CD or Pen Drive, of completed and filled up priced schedules as per ITB 12 and ITB 18. However, the completed schedules as required to be submitted, including Price Schedules, as per ITB 12 and 18 shall prevail for all purposes including completeness of the Bid.

ITB 12.1	The units and rates, including lump-sum price, as applicable, in figures entered into the Price Schedules should be typewritten or if written by hand, must be in print form. Price Schedules not presented accordingly may be considered nonresponsive.
ITB 13.1	Alternative bids are not allowed and not permitted
ITB 13.2	Not applicable
ITB 13.4	Not applicable
ITB 16.1 (b)	Not Applicable
ITB 18.1	Bidders shall quote for the entire Works on a single responsibility basis.
ITB 18.7	The prices quoted by the Bidder be adjustable.
ITB 20.1	The bid validity period shall be 180 days.
ITB 21.1	The Bidder shall furnish a bid security in the amount and currency as stipulated below: Amount of Bid Security: (Rs.) 2000000/- (Indian Rupees Twenty lakhs only)
ITB 21.4	Subject to the succeeding sentences, any bid not accompanied by an irrevocable and callable bid security shall be rejected by the Employer as nonresponsive. If a Bidder submits a bid security that (i) deviates in form, amount, and/or period of validity, or (ii) does not provide sufficient identification of the Bidder (including, without limitation, failure to indicate the name of the Joint Venture or, where the Joint Venture has not been legally constituted at the time of bidding, the name of all of the Joint Venture partners, the Employer shall request the Bidder to submit a compliant bid security within 7 (seven) days of receiving such a request. Failure to provide a compliant bid security within the prescribed period of receiving such a request shall cause the rejection of the Bid.
ITB 22.1	In addition to the original Bid, the number of copies is: 2 (two).
ITB 22.2	The written confirmation of authorization to sign on behalf of the Bidder shall consist of a Legally valid Power of Attorney demonstrating the authority of the signatory to sign the Bid. In the case the Bidder is a JV, the Bid shall be signed by the authorized representative/ lead partner of the JV on behalf of the JV or, alternatively, by all the members/ partners of the JV, so as to be legally binding on all the partners of the JV.
ITB 22.3	The Bidder shall submit an acceptable authorization within 7 (seven) days of receiving such a request. Failure to provide a compliant authorization within the prescribed period of receiving such a request shall cause the rejection of the Bid.

D. Submission and Opening of Bids

ITB 23.1	Bidders shall submit their Bids by hand in person. Electronic bid submission/Electronic bidding is not permitted except to the extent mentioned in and permitted as per ITB/ BDS 11.3 (d).
ITB 23.1 (b)	Not Applicable.
ITB 24.1	For bid submission purposes only, the Employer's address is Administrative Officer Gekam Power Private Limited B Sector, Naharlagun, Arunachal Pradesh Email: gekampowerprivatelimited@gmail.com Mob: 6909932965 The deadline for bid submission is Date: 15th July 2024 up to 1400 Hours (IST)
ITB 27.1	The bid opening of Technical Bids shall take place at Administrative Officer Gekam Power Private Limited B Sector, Naharlagun, Arunachal Pradesh Email: gekampowerprivatelimited@gmail.com Mob: 6909932965 Date: 15th July 2024 up to 1530 Hours (IST)
ITB 27.1	Electronic bid opening procedure: Not Applicable
ITB 27.5	The Letter of Technical Bid shall be initialed by 1 (one) or more representative(s) of the Employer attending Technical Bid opening.
ITB 27.10	The Letter of Price Bid and Price Schedules shall be initialed by 1 (one) or more representative(s) of the Employer attending the Price Bid opening.

E. Evaluation and Comparison of Bids

ITB 32.2 (c)	Critical provisions in the Bidding Document, related to/ regarding Bid Security/ Bid Securing Declaration (ITB 21), GCC Clauses: 5 (Law and Language), 45 (Disputes and Arbitration), 12 (Terms of Payment), 13.3 (Performance Security), 14 (Taxes and Duties), 26.2 (Completion Time Guarantee), 27 (Defect Liability), 28 (Functional Guarantees of Plant), 29 (Patent Indemnity), 30 (Limitation of Liability) and Section 9 – Contract Forms, Appendix-2 to the Form of Contract Agreement (Price Adjustment).
ITB 32.5	Notwithstanding ITB 32.4, such bids with material deviation, reservation, or omission, shall be considered substantially responsive only if, as per Section 4: Bidding Forms for Technical Bid, the Format of Deviations, Exceptions and Reservations to the provisions of Bidding Document, duly completed, with corresponding cost of withdrawal, is submitted by the Bidder in compliance with and as per the format specified in Section 4: Bidding Forms for Technical Bid.

BIDDING PROCEDURES AND BIDDING FORMS (BID DATA SHEET)

	Except for the nonconformities listed in Statement of Technical & Commercial Deviation, Reservation or Omission, referred to above, the Bid shall be deemed to comply with all the requirements in the Bidding Documents without any extra cost to the Employer, irrespective of anything mentioned to the contrary, anywhere else in the Bid.
ITB 33.3	The adjustment shall be based on the average highest price of the item or component as quoted in other substantially responsive Bids. If the price of the item or component cannot be derived from the price of other substantially responsive Bids, the Employer shall use its best estimate.
ITB 35.2	The determination of qualification of bidders shall not take into consideration the qualifications of other firms such as the Bidder's subcontractor's, Bidder's Subsidiaries, parent entities, affiliates or associates.
ITB 38.1	Not Applicable.
ITB 39.2 A (f)	<p>The Employer's evaluation of a Bid shall also require the consideration of factors listed herein below and, if so specified, the adjustments in price that results from the same shall be added to the Bid Price for comparison purposes to arrive at the Evaluated Bid Price. Wherever specified, the adjustments shall be determined using the criteria and methodology mentioned herein and/ or in Section 6. Employer's Requirement:</p> <p>I. Time for Completion: The Works as per the Contract are required to be supplied / provided within the specified Time for Completion indicated herein:</p> <p>Time for Completion: Thirty-Six (36) Months</p> <p>Bidders are required to base their prices on the above. Bids taking deviation to the specified Time for Completion and offering Time for Completion after the specified period are liable to be treated as nonresponsive;</p> <p>II. Deviation in payment schedule/ terms and conditions of payment: Bidders shall state their Bid price in line with the payment schedule outlined in the Conditions of Contract/ Appendix to the Contract Agreement. Bids shall be evaluated on the basis of this base price. If a Bid deviates from the specified payment schedule/ terms and conditions of payment, such bid is liable to be rejected as non-responsive.</p> <p>The Employer, however, reserves the right to waive of non-substantial/ minor non-conformities</p>
ITB 39.2 B	The Employer's evaluation of a Bid will also include and consider the cost/ price elements listed under ITB 39.2 B (a). However, the Goods and Service Tax (GST) referred to under ITB 39.2 B (a) and (b) shall not be added to the Contract Price but the Employer shall bear and pay/ reimburse the same to the Contractor at actuals subject to other provisions of the Contract, as per provisions of GCC Clause 14.

BIDDING PROCEDURES AND BIDDING FORMS (BID DATA SHEET)

ITB 39.4	Not applicable
ITB 40.1	Provisions on abnormally low bids shall not apply
ITB 43.2	<p>The contract with the successful bidder shall be on single source responsibility basis.</p> <p>In case of Joint Venture, the Contract shall be awarded to Joint Venture and not to individual partners of the Joint Venture. However, it shall be addressed to the Lead Partner/ Partner-in Charge.</p>
ITB 46.1	<p>Amount of performance security: As per provisions of Section 7 (GCC)/ Section 8 (SCC)</p> <p>The performance security of a joint venture shall be in the name of joint venture.</p>

GEKAM POWER PRIVATE LIMITED



INVITATION FOR BIDS (IFB)

FOR

All Civil Works Comprising of River Diversion Works, Trench Weir, Intake, Feeder Channel, Desilting Tank, Head Race Tunnel, Surge Shaft, Penstock Civil Works, Power House Building, Tail Race Channel and Switchyard Civil Works, etc. for Rassing Hydropower Project (12 MW) in Laporiang Circle, Papumpare District, Arunachal Pradesh

(CIVIL PACKAGE)

Single-Stage: Two-Envelope Bidding Procedure

Gekam Power Private Limited

Registered Office: Sector B, Naharlagun, Arunachal Pradesh, India.

Email: gekampowerprivatelimited@gmail.com

(Open Competitive Bidding)

Contract title: All Civil Works Comprising of River Diversion Works, Trench Weir, Intake, Feeder Channel, Desilting Tank, Head Race Tunnel, Surge Shaft, Penstock Civil Works, Power House Building, Tail Race Channel and Switchyard Civil Works, etc. for Rassing Hydropower Project (12 MW) in Laporiang Circle, Papumpare District, Arunachal Pradesh.

IFB No: Rassing – CIVIL (Works) – 002

IFB issued on: 28th June 2024

Section 3: Evaluation, Eligibility and Qualification Criteria

Volume numbe	Contents	Section No./ Name
Volume-1	Invitation for Bids	Section 0: Invitation for Bids
	Bidding Procedures and Bidding Forms	Section 1: Instructions to Bidders
		Section 2: Bid Data Sheet
		Section 3: Evaluation, Eligibility and Qualification Criteria
		Section 4: Bidding Forms for Technical Bid
		Section 5: Bidding Forms for Price Bid
	Employer's Requirements	Section 6: Employer's Requirements (the contents of this Section include by reference the contents of Volume-2 and Volume -3)
	Conditions of Contract and Contract Form	Section 7: General Conditions of Contract
		Section 8: Special Conditions of Contract
		Section 9: Contract Forms
Volume-2	Technical Specifications	Technical Specification for Civil Works
Volume-3	Drawings	Drawings – Civil Works

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3.	General	3-16

1. Evaluation

1.1. Technical Evaluation

In addition to the criteria listed in ITB 34.1 (a)–(b), other relevant factors are as follows: Evaluation of the Bidder's Technical Proposal will include an assessment of the Bidder's technical capacity to successfully implement the contract considering its proposed site organization, method statement, mobilization, and construction schedule (to be described by the Bidder in sufficient detail to demonstrate the adequacy of its work methods, scheduling, and material sourcing) including the extent to which they are presented in a consistent manner and comply with requirements stipulated in Section 6 (Employer's Requirements) without material deviation, reservation, or omission.

The evaluation of bids shall interalia include an assessment of the Bidder's capacity to meet the aggregated requirements regarding:

- Relevant Construction Experience.
- Financial situation.
- Current contract commitments.
- Cash flow capacity.
- Construction Equipment proposed to be deployed.
- Key Personnel proposed to be deployed.

Noncompliance with equipment and personnel requirements described in Section 6 (Employer's Requirements) shall not normally be a ground for bid rejection and such noncompliance will be subject to clarification during bid evaluation and rectification prior to contract award. Otherwise, the same will be mutually agreed between the Employer and the Successful Bidder based on the details furnished in the bid, prior to Contract finalisation.

1.2. Alternative Technical Solutions

Technical alternatives, if permitted under ITB 13.1, will be evaluated as per ITB 34.2.

1.3. Economic Evaluation

In addition to the criteria listed in ITB 39.2 A (a)–(f), other relevant factors are as follows:

1.3.1. Quantifiable Deviations, Reservations and Omissions

Pursuant to ITB 33.3, the cost of all quantifiable nonmaterial nonconformities or omissions from the contractual and commercial conditions shall be evaluated. The Employer will make its own assessment of the cost of any non-material nonconformities and omissions for the purpose of ensuring fair comparison of Bids, interalia using the method if any specified in ITB 33.3.

1.3.2. Work, services, Facilities etc., to be provided by the Employer

Where Bids include the undertaking of work or the provision of services or facilities by

the Employer in excess of the provisions allowed for in the Bidding Documents, the Employer shall assess the costs of such additional work, services or facilities and the Bid Price shall be adjusted based on the same for the purpose of evaluation. Notwithstanding the same, such bids are liable to be rejected in case of material deviation, reservation or omission.

1.3.3. Environmental, Health and Safety Management Plan (EHSMP)

Any bid not accompanied by the EHSMP may be rejected by the Employer as nonresponsive. If a Bidder submits a EHSMP that is not commensurate with the risks and impacts of the proposed works and activities in the bidding document, the Employer shall issue a request for clarification to request for further information from the Bidder. The Bidder must submit the requested information within 7 (seven) days of receiving such a request. Failure to provide a satisfactory response to the request for further information within the prescribed period of receiving such a request may cause the rejection of the Bid.

1.4. Multiple Contracts for different Sub-packages

Not applicable

2. Eligibility and Qualification

2.1. Eligibility

Criteria	Compliance Requirements			Documents	
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
2.1.1 Nationality					
A Bidder may have the nationality of any country, subject to the restrictions pursuant to conditions mentioned in Notes below	Must meet requirement	Must meet requirement	Not Applicable	Not Applicable	Forms ELI - 1; ELI - 2 with attachments
Notes: A Bidder shall be deemed to have the nationality of any country if the Bidder is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed subcontractors or sub-consultants for any part of the Contract including related Services.					

Firms and individuals shall be ineligible if (a) as a matter of law or official regulations, the Government of India or the Government of Arunachal Pradesh prohibits commercial relations with the country of the Firm/ individual or the Firm/ individual; or, the Government of India or the Government of Arunachal Pradesh prohibits any import of goods or contracting of works or services from the country of the Firm/ individual or the

Firm/ individual , or any payments to any country, person, or entity in that country.

To be eligible to bid, the Bidders must ensure compliance to the following as may be amended/ clarified from time to time by the Ministry of Finance, Government of India, failing which they shall not be eligible:

Restrictions under Rule 144 (xi) of GFR 2017: Restrictions on procurement from a bidder of a country which shares a land border with India

1. *Any bidder from a country which shares a land border with India will be eligible to bid only if the bidder is registered with the Competent Authority.*
2. *"Bidder" (Seller / Service Provider) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.*
3. *"Bidder from a country which shares a land border with India" for the purpose of this Order/ Rule means: -*
 - a. *An entity incorporated, established, or registered in such a country; or*
 - b. *A subsidiary of an entity incorporated, established, or registered in such a country; or*
 - c. *An entity substantially controlled through entities incorporated, established, or registered in such a country; or*
 - d. *An entity whose beneficial owner is situated in such a country; or*
 - e. *An Indian (or other) agent of such an entity; or*
 - f. *A natural person who is a citizen of such a country; or*
 - g. *A consortium or joint venture where any member of the consortium or joint venture falls under any of the above*
4. *The beneficial owner for the purpose of (iii) above will be as under:*
 - A. *In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means. Explanation—*
 - a. *"Controlling ownership interest" means ownership of or entitlement to more than twenty-five percent of shares or capital or profits of the company;*
 - b. *"Control" shall include the right to appoint majority of the directors or to control*

<p><i>the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;</i></p> <p><i>B. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;</i></p> <p><i>C. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;</i></p> <p><i>D. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;</i></p> <p><i>E. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.</i></p> <p><i>5. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.</i></p> <p><i>6. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.</i></p>
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2.1.2 Conflict of Interest

No conflicts of interest in accordance with ITB 4.4.	Must meet requirement	Must meet requirement	N/A	N/A	Letter of Technical Bid
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2.1.3 General Eligibility

Not having been declared ineligible or determined not to be ineligible by the Employer as described in Notes below.	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Letter of Technical Bid
<p>1. Only firm that is a private entity, a state-owned entity or an institution, legally established in the country of its nationality to undertake design, supply and installation of the works mentioned in the scope of works under this Bidding Document/ bidding</p>					

- document are eligible to bid (submit their Bid in response to IFB / NIT). In case of Indian nationality, the Bidder may be a proprietorship concern or a partnership firm operating in India, or a registered entity in India under the Companies Act, 1956, 2013 or LLP Act.
2. Any combination of such entities eligible as per i) above, is also eligible to bid in the form of a joint venture (JV) as defined in Section 1, under an existing agreement. In the case of a joint venture, the number of members of the JV shall not exceed 03 (three) and all members shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the Bidding process and, in the event the JV is awarded the Contract, during contract execution. In case of JV, the bidding JV (also referred to as the Bidder) shall submit a Joint Deed of Undertaking in Bid, as per the format enclosed in Section 4 of the bidding document. No change in the structure / constitution of the JV shall be permitted at any stage during bidding or execution of the Contract in the event of award.
 3. As an exception to the foregoing Clause i & ii above:
 - a. **Sanctions** : Firms, which includes any of the JV members in case of bidding Joint Venture as per Clause ii above, blacklisted by the Employer/ Government of India/ Government of Arunachal Pradesh / any Regulatory Authority, as on the date of submission of Bid, are not eligible to bid.
 - b. **Suspension** : Firm, which includes any of the JV members in case of bidding Joint Venture as per Clause ii above, under suspension by the Employer as the result of the operation of a Bid–Securing Declaration or Proposal-Securing Declaration or for any other reason whatsoever, as on the date of submission of bid, shall not be eligible to bid.

2.2. Historical Contract Non-performance

2.2.1. History of Non-performing Contracts

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
Non-performance of a contract ^a did not occur as a result of contractor default.	Must meet requirement	Must meet requirement	Must meet Requirement ^b	N/A	Form CON-1

^a Non-performance, as decided by the Employer, shall include all contracts where (a) non-performance was not challenged by the contractor, including through referral to the dispute resolution mechanism under the respective contract, and (b) contracts that were so challenged but fully settled against the contractor. Non-performance shall not include contracts where Employers decision was overruled by the dispute resolution mechanism. Non-performance must be based on all information on fully settled disputes or litigation, i.e. dispute or litigation that has been resolved in accordance with the dispute resolution mechanism under the respective contract and where all appeal instances available to the Bidder have been exhausted.

^b This requirement also applies to contracts executed by the Bidder as Joint Venture partner.

2.2.2. Suspension Based on Execution of Bid-Securing Declaration

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
Not under suspension based on execution of a Bid Securing Declaration pursuant to ITB 4.6.	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Letter of Technical Bid

2.2.3. Pending Litigation and Arbitration

Pending litigation and arbitration criterion shall apply and a history of arbitration and litigation may lead to disqualification.

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
Bidder's financial position and prospective long term profitability still sound according to criteria established in 2.3.1 below and assuming that all pending litigation will be resolved against the Bidder.	Must meet requirement	N/A	Must meet requirement	N/A	Form CON – 1

2.2.4. Declaration: Environmental, and Health and Safety Past Performance

Criteria	Compliance Requirements				Submission Requirements
Requirement	Single Entity	All Partners Combined	Each Partner	One Partner	
Declare any contracts that have been suspended or terminated and/or performance security called by an employer for reasons related to the non-compliance of any environmental, health and safety contractual obligations.	Must make the declaration. If the bidder proposes Specialist Sub contractor/s to meet EQC 2.5.1, those Specialist Sub contractor/s must also make the declaration	N/A	Each partner must make the declaration. If the bidder proposes Specialist Sub contractor/s to meet EQC 2.5.1, those Specialist Sub contractor/s must also make the declaration	N/A	Form CON-2

2.3. Financial Situation

2.3.1. Historical Financial Performance

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
Submission of audited financial statements or, if not required by the law of the Bidder's country, other financial statements acceptable to the Employer, for the last five (5) Financial Years i.e., FY 2019-20 to FY 2023-24 to demonstrate the current soundness of the Bidder's financial position. As a minimum, the Bidder's net worth for the last year calculated as the difference between total assets and total liabilities should be positive.	Must meet requirement	Must Meet Requirement	N/A	N/A	Form FIN - 1 with attachments

2.3.2. Average Annual Turnover

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
Minimum average annual turnover ^a in Indian Rupees, <i>should be at least 30% of the estimated cost</i> from operations excluding other income, for best three (3) out of the last five (5) Financial Years i.e. FY 2019- 20 to FY 2023-24.	Must meet requirement	Must meet requirement	N/A	Must meet 50% of the requirement	Form FIN - 2

^a Financial turnover of previous years shall be given weightage @5% per year based on rupee value to bring them to the price level of the financial year in which bids are received.

2.3.3. Financial Resources

If the bid evaluation process and the decision for the award of the Contract takes more than 1 year from the date of bid submission, Bidders may be asked to resubmit their current contract commitments and latest information on financial resources supported by latest audited accounts or audited financial statements, or if not required by the law of the Bidder's country, other financial statements acceptable to the Employer, and the Bidders' financial capacity, will be reassessed on this basis.

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
For Single Entities: The Bidder must demonstrate in FIN – 3, access to, or availability of, financial resources such as liquid assets, unencumbered real assets, lines of credit, and other financial means, other than any contractual advance payments to meet:	Must meet requirement	Not applicable	Not applicable	Not applicable	Form FIN – 3 and Form FIN - 4

(i) the following cash-flow requirement: Estimated cost/ 36 months * 3 (<i>about 3 months cash flow at peak installation/ construction period</i>) and (ii) the overall cash flow requirements for this contract and its current commitments.					
For Joint Ventures: (1) The Joint Venture cumulatively must demonstrate in FIN – 3, access to, or availability of, financial resources such as liquid assets, unencumbered real assets, lines of credit, and other financial means, other than any contractual advance payments to <u>meet</u> : (i) the following cash-flow requirement: Estimated cost/ 36 months * 3 (<i>about 3 months cash flow at peak installation/ construction period</i>) and (ii) the overall cash flow requirements for this contract and its current commitments.	Not applicable	Not applicable	Not applicable	Must meet requirement	Form FIN – 3 and Form FIN - 4
(2) Each partner must demonstrate in FIN - 3, access to, or availability of, financial resources such as liquid assets, unencumbered real assets, lines of credit, and other financial means, other than any contractual advance payments to meet 25% of the cash flow requirement specified in 1 (i) above.	Not applicable	Not applicable	Must meet requirement	Not applicable	Form FIN – 3 and Form FIN - 4

2.4. Bidder's Experience

2.4.1. Contracts of Similar Size and Nature:

The following qualification requirements shall apply:

The Bidders should have successful experience as Sole Contractor or Partner of the JV or Sub-contractor approved by the client (Project Developer) for executing relevant Major Civil works for one or more works of similar nature and/or magnitude in an ongoing/ completed project:

a. Trench Weir:

Completion of at least one Trench Weir or river diversion work or any similar work

(Similar nature of work is defined as Construction of River Training Works, Bridges, Barrages, Dams Raised Weirs etc.,).

b. Power House:

Completion of at least one Sub-surface /Surface Power House of a Hydroelectric Power Project or any similar work.

c. Tunnels:

Completion of excavation and concrete lining of at least one tunnel excavated with Drill Blast method.

Note: Experience of Highway, Railway and Metro tunnel shall also be considered under the experience criteria for tunnels.

d. Surge Shaft:

Construction of civil works (Excavation and Concreting) of at least one underground surge shaft of a hydropower Project or similar work.

The Bidder can be a joint venture (JV), comprising of a maximum of three (3) firms meeting the requirements stipulated as follows:

1. The joint venture (JV) partners shall collectively meet all the total requirement of a, b, c and d above.
2. The joint venture partners shall necessarily identify one of the partners as lead partner who shall meet at least the requirement stipulated in any two from amongst a, b, c and d above.
3. The joint venture bidder shall provide along with the Bid a Joint Venture Agreement, as per the format provided in Section 4 in which the partners in the Joint Venture are jointly and severally liable to the Employer to perform all the contractual obligations. The Joint Venture Agreement shall be submitted along-with the Bid, failing which the Bidder shall be disqualified and his bid shall be rejected.
4. In case of Joint Venture, the bid security, and in the event of award, the performance bank guarantee shall be in the name of all the partners of the Joint Venture.

Note 1: *In case of Company, who bids either as the sole bidder or a partner of a bidding Joint Venture, formed after merger and/or acquisition of other companies, past experience and other antecedents of the merged/acquired companies will be considered for qualification of such Company provided such Company continues to own the requisite assets and resources of the merged/ acquired companies needed for execution and successful providing the Facilities/ implementation of the Works under the Package.*

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner One Partner	One Partner	
Participation as a contractor, Joint Venture partner, or Sub-contractor approved by the client (Project Developer), and meeting the experience requirements specified above in at least one contract, wherever applicable, under which the works have been and executed and substantially and satisfactorily completed. ^{a, d}	Must meet requirement	As specified	As specified	As specified	Form EXP – 1 ^d

^a For contracts under which the Bidder participated as a Joint Venture partner or Subcontractor, only the Bidder's share, shall be considered to meet this requirement.

^b For contracts implemented by a Joint Venture contractor, if the Bidder comprises the same Joint Venture, the 'Single Entity' requirements will apply.

^c In case of complex works, the Employer may require each partner to demonstrate one satisfactorily and substantially completed contract of similar nature where such partner's value of participation is reasonable.

^d In addition to the submission requirement Form EXP – 1, the bidder shall provide the following supporting documents:

1. Signed Contract Agreement, and
2. Taking-Over Certificate, Contract Completion Certificate or Performance Certificate, in sufficient detail to verify the contract name, value and completion time (or substantial completion i.e., approximately 90% of the contracted value). If the documents are other than in English, an accurate certified translation of these documents in English shall be provided.

2.4.2. Bid Capacity:

Bidders who meet other requirements/ criteria specified in this Section will be considered qualified only if their available bid capacity for the works is equal to or more than the total bid value of the work. The available bid capacity will be calculated as under:

Assessed Available bid capacity = (A*N*M-B)

Where,

A = Maximum value of works executed in any one year during the last five years (updated to the price level of the financial year 2024-25 at the rate of 5% per year), taking into account the completed as well as works in progress).

N = Number of years prescribed for completion of the works for which bids are invited.

M = Multiplication factor (1.5)

B = Value, at the current price level, of existing commitments on on-going works to be completed during the period N years with effect from 1st April 2024.

Note: The statements in Section 2.4.2 showing the value of “A” and “B” shall be duly supported by documentary evidence together with a certificate from its statutory auditors, to be submitted along with the bid.

2.5. Organizational Environmental, Health and Safety System

2.5.1. Environmental, Health and Safety Certification

Criteria Compliance Requirements Documents

Requirement	Single Entity or Its Specialist Subcontractors	Joint Venture or Its Specialist Subcontractors	Submission Requirements
Availability of in-house personnel dedicated to ESHS issues: - Environmental and Social Specialist - Health and Safety Specialist	Must meet requirements	One member must meet requirements or Specialist Subcontractor of the Joint Venture must meet the requirement	Form EXP – 4

3. General

3.1. Even though the bidders may meet the above specified criteria, they are liable to be disqualified if they have:

- made misleading or false representations in the forms, statements, affidavits, and attachments submitted in proof of the qualification requirement;
- record of poor performance such as abandoning the works, not properly completing the works or financial failures etc.
- consistent history of litigation or arbitration awards against the bidder or any member or the joint venture.

GEKAM POWER PRIVATE LIMITED



INVITATION FOR BIDS (IFB)

FOR

All Civil Works Comprising of River Diversion Works, Trench Weir, Intake, Feeder Channel, Desilting Tank, Head Race Tunnel, Surge Shaft, Penstock Civil Works, Power House Building, Tail Race Channel and Switchyard Civil Works, etc. for Rassing Hydropower Project (12 MW) in Laporiang Circle, Papumpare District, Arunachal Pradesh

(CIVIL PACKAGE)

Single-Stage: Two-Envelope Bidding Procedure

Gekam Power Private Limited

Registered Office: Sector B, Naharlagun, Arunachal Pradesh, India.

Email: gekampowerprivatelimited@gmail.com

(Open Competitive Bidding)

Contract title: All Civil Works Comprising of River Diversion Works, Trench Weir, Intake, Feeder Channel, Desilting Tank, Head Race Tunnel, Surge Shaft, Penstock Civil Works, Power House Building, Tail Race Channel and Switchyard Civil Works, etc. for Rassing Hydropower Project (12 MW) in Laporiang Circle, Papumpare District, Arunachal Pradesh.

IFB No: Rassing – CIVIL (Works) – 002

IFB issued on: 28th June 2024

Section 4: Bidding Forms for Technical Bid

Volume numbe	Contents	Section No./ Name
Volume-1	Invitation for Bids	Section 0: Invitation for Bids
	Bidding Procedures and Bidding Forms	Section 1: Instructions to Bidders
		Section 2: Bid Data Sheet
		Section 3: Evaluation, Eligibility and Qualification Criteria
		Section 4: Bidding Forms for Technical Bid
		Section 5: Bidding Forms for Price Bid
	Employer's Requirements	Section 6: Employer's Requirements (the contents of this Section include by reference the contents of Volume-2 and Volume -3)
	Conditions of Contract and Contract Form	Section 7: General Conditions of Contract
		Section 8: Special Conditions of Contract
		Section 9: Contract Forms
Volume-2	Technical Specifications	Technical Specification for Civil Works
Volume-3	Drawings	Drawings – Civil Works

Letter of Bid – Technical Bid

The Bidder must prepare this Letter of Bid – Technical Bid on stationery with its letterhead clearly showing the Bidder's complete name and business address.

Note: All italicized text is to help Bidders in preparing this form.

Date of this Bid submission: 15th July 2024 up to 1400 Hours (IST)
IFB No.: IFB No: Ressing – CIVIL (Works) – 002

Alternative No.: *[insert identification No if this is a Bid for an alternative]*

Package/ Contract title:

All Civil Works Comprising of River Diversion Works, Trench Weir, Intake, Feeder Channel, Desilting Tank, Head Race Tunnel, Surge Shaft, Penstock Civil Works, Power House Building, Tail Race Channel and Switchyard Civil Works, etc. for Ressing Hydropower Project (12 MW) in Laporiang Circle, Papumpare District, Arunachal Pradesh.

To:

Gekam Power Private Limited

Registered Office: B Sector, Naharlagun,
Arunachal Pradesh, India.

Email: gekampowerprivatelimited@gmail.com

We, the undersigned, hereby submit our Bid, in two parts under Single Stage Two Envelop bidding process, namely:

- (a) the Technical Part: Technical Bid, and
- (b) the Financial Part : Price Bid

In submitting our Bid, we make the following declarations:

- a) **No reservations:** We have examined and have no reservations to the bidding document, including Addenda issued in accordance with Instructions to Bidders (ITB) 8;
- b) **Conformity:** We offer to complete in all respect provision of all plant, materials and the performance of all required services, including design (to the extent applicable), procurement, quality assurance, construction, installation, erection, Tests on Completion, delivery, Tests after Completion, as applicable, and Completion of the Works and rectification of defects, in accordance with the plans, procedures, specifications, drawings, codes, and any other documents and provisions, as specified in and in conformity with the Bidding Document, for the Works under the Package/ Contract Title: **Civil Works Comprising of River Diversion Works, Trench Weir, Intake, Feeder Channel, Desilting Tank, Head Race Tunnel, Surge Shaft and Power House Building (Civil Works Package) for Ressing Hydropower Project (12**

MW) in Arunachal Pradesh, read in conjunction with the Deviations, Exceptions and Reservations listed along with the cost thereof in the **Format of Deviations, Exceptions and Reservations to the provisions of Bidding Document**, attached herewith. We agree that if no cost of withdrawal in Indian Rupee is indicated against any of the Deviation, Exception or Reservation in and as per the specified format, the same shall be deemed to be NIL.

- c) **Bid Validity Period:** Our Bid consisting of the Technical Bid and the Price Bid, shall be valid for the period specified in BDS 20.1 (as amended if applicable) from the date fixed for the Bid submission deadline specified in BDS 24.1 (as amended if applicable), and it shall remain **binding** upon us and may be accepted at any time before the expiration of that period;
- d) **Eligibility:** We meet the **eligibility** requirements and have no conflict of interest in accordance with ITB 4;
- e) **No exclusion:** We/ our firm and the Plant and Services offered by us **are** not subject to exclusion as specified in ITB 4.7, ITB 4.8. and ITB 4.9 ,
- f) We/ our firm have not been suspended nor declared ineligible by the Employer based on execution of a **Bid-Securing Declaration** in accordance with ITB 4.6.
- g) **Performance Security:** If our Bid is accepted, we commit to obtain and furnish a Performance Security in accordance with the bidding document;
- h) **One Bid Per Bidder:** We/ our firm are not participating, as a Bidder, either individually or as partner in a Joint Venture, in more than one bid in this bidding process in accordance with ITB 4.4(h), other than alternative offers submitted in accordance with ITB 13;
- i) We/ our firm understand that it is our obligation to notify the Employer of any changes in connection with the matters described in paragraphs (d), (e) and (f) of this Letter of Technical Bid;
- j) **Binding Contract:** We/ our firm understand that this Bid, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- k) If our Bid is accepted, we/ our firm commit to mobilizing key equipment and personnel in accordance with the requirements set forth in Section 6 (Employer's Requirements) and our technical proposal, or as otherwise agreed with the Employer;
- l) **Not Bound to Accept:** We/ our firm understand that you are not bound to accept the lowest evaluated cost Bid, the Most Advantageous Bid or any other Bid that you may receive;
- m) **Fraud and Corruption:** We/ our firm hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption and, further, we confirm to comply with the **Standards of Conduct, Anti-bribery and Fraud** appended to the Contract Agreement Form included in Section 9 (Contract Forms) of the Bidding Document;
- n) **We/ our firm** 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 on date namely "Prevention of Corruption Act 1988" and the provisions of bidding document; and

- o) We/ our firm certify that the information provided in the bid has been fully reviewed, given in good faith, and to the best of our knowledge is true and complete. We understand that it is our obligation to inform the Employer of any changes to the information as and when it becomes known to us. We understand that any misrepresentation that knowingly or recklessly misleads, or attempts to mislead may lead to the automatic rejection of the Bid or cancellation of the contract, if awarded, and may result in remedial actions, in accordance with Employer's Anticorruption Policy, as amended from time to time.
- p) **(applicable only if the bidder is a Joint Venture as per Section 1 of Bidding Document)** We have bid as a Joint Venture as per Section 1 of Bidding Document) and in accordance with Clause 2.1.3 of Section 3 we declare and confirm that all partners of the joint venture shall be liable jointly and severally for the execution of the contract in accordance with the contract terms, in the event of award on us.

Enclosures:

1. Attachment 1. Bid Security
2. Attachment 2. Power of Attorney of Bid Signatory
3. Attachment 3. Declaration of conformance of the Bidder and the Works offered, to the specified eligibility requirement
4. Attachment 4. Format of Deviations, Exceptions and Reservations to the provisions of Bidding Document
5. Attachment 5. Joint Venture Agreement *(if applicable)*
6. Attachment 6. Undertaking by the Joint Venture Partners/ Members *(if applicable)*
7. Attachment 7. Country of Origin Declaration Form
8. Attachment 8. Technical Proposal with Appendices thereto
9. Attachment 9. Bidder's Qualification

Name of the Bidder: *.....*[insert complete name of person signing the Bid]*

Name of the person duly authorized to sign the Bid on behalf of the Bidder: ***[insert complete name of person duly authorized to sign the Bid]*

Title of the person signing the Bid: *[insert complete title of the person signing the Bid]*

Signature of the person named above: *[insert signature of person whose name and capacity are shown above]*

Date signed *[insert date of signing]* **day of** *[insert month]*, *[insert year]*

*: In the case of the Bid submitted by joint venture specify the name of the Joint Venture as Bidder.

**: Person signing the Bid shall have the power of attorney given by the Bidder to be attached with the Bid.

Attachment 1

(Attachment to Technical Bid)

Format of Bank Guarantee for Bid Security

{To be on non-judicial stamp paper of Rupees One Hundred Only (INR 100/-) or appropriate value as per Stamp Act relevant to place of execution, duly signed on each page.}

Reference No. Bank Guarantee No. Dated:

To:

Gekam Power Private Limited

Registered Office: B Sector, Naharlagun,
Arunachal Pradesh, India.

Email: gekampowerprivatelimited@gmail.com

Dear Sir/ Madam,

WHEREAS..... *[Insert name of the Sole Bidder] / [insert name of the Lead Joint Venture Partner/ Member followed by the words “ representing Joint Venture of [insert names of all the partners/members of Joint Venture]”]* with address *[Insert address of Sole Bidder /Lead Joint Venture Member]* having its registered office at *[Insert address of the Sole Bidder /Lead Joint Venture Partner/Member]* (Hereinafter, the “Bidder”) wishes to participate in IFB No. **Ressing – CIVIL (Works) – 002** (the “IFB”) issued by **Gekam Power Private Limited**, (hereinafter, the “Employer”) for **Civil Works Package**.

And WHEREAS a Bank Guarantee for *[Amount]* valid till *[Date]* is required to be submitted by the Bidder along with the Bid.

We,*[Insert name of the Bank and address of the Branch issuing the Bank Guarantee]* having our registered office at*[Insert address of the registered office of the Bank]* hereby give this Bank Guarantee No.*[Insert Bank Guarantee number]* dated*[Insert the date of the Bank Guarantee]*, and hereby agree unequivocally and unconditionally to pay immediately on demand in writing from the Employer any officer authorized by it in this behalf any amount not exceeding *[Amount]* to the said Employer on behalf of the Bidder.

We *[Insert name of the Bank]* also agree that withdrawal of the Bid or part thereof by the Bidder within its validity or not signing the Contract Agreement or non-submission of Performance Security by the Bidder within the time stipulated in the Letter of Acceptance issued to the Bidder/ Contractor or any violation to the relevant terms stipulated in the IFB/ bidding document would constitute a default on the part of the Bidder and that this Bank Guarantee is liable to be invoked and encashed within its validity by the Employer in case of any occurrence of a default

on the part of the Bidder and that the amount is liable to be forfeited by the Employer.

This Guarantee shall be valid and binding on this Bank up to and inclusive of [Insert the date of validity of The Bank] and shall not be terminable by notice or by Guarantor for the reason of change in the constitution of the Bank or the firm of the Bidder or by any reason whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, conceded with or without our knowledge or consent by or between the Bidder and the Employer.

NOTWITHSTANDING anything contained hereinbefore, our liability under this guarantee is restricted to [Amount]. Our Guarantee shall remain in force till [Date]. Unless demands or claims under this Bank Guarantee are made to us in writing on or before [Date], all rights of the Beneficiary under this Bank Guarantee shall be forfeited, and we shall be released and discharged from all liabilities there under.

<i>[Insert the address of the Bank with complete postal branch code, telephone and fax numbers, and official round seal of the Bank]</i>	<i>[Insert signature of the Bank's Authorized Signatory]</i>
<i>Attested</i>	
.....[Signature] (Notary Public)	
Place:	Date:

INSTRUCTIONS FOR SUBMITTING BANK GUARANTEE

1. Bank Guarantee to be executed on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution.
2. The Bank Guarantee by Bidder shall be given from any Scheduled Commercial Bank.
3. The full address along with the Telex/Fax No. and e-mail address of the issuing bank to be mentioned.

Attachment 2
(Attachment to Technical Bid)

Form A. Format of Power of Attorney of designated Bid Signatory by sole bidder/ lead Joint Venture partner/member (In case of Joint Venture bidder Form B is also required to be filled)

(A Power of Attorney duly notarized, indicating that the person(s) signing the bid has (ve) the authority to sign the bid and thus that the bid is binding upon the Bidder during the full period of the validity)

[To be on non-judicial stamp paper of Rupees One Hundred Only (INR 100/-) or appropriate value as per Stamp Act relevant to place of execution.]

Know all men by these presents, we*[Insert name and address of the registered office of the Lead Joint Venture Member of the Bidding Joint Venture/ Sole Bidder]* do hereby constitute, appoint, nominate and authorize Mr./Ms *[Insert name and residential address]*, who is presently employed with us and holding the position of.....as our true and lawful attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to submission of our Bid in response to IFB No. **Ressing – CIVIL (Works) – 002** (the “IFB”) issued by **Gekam Power Private Limited**, (hereinafter, the “Employer”) for **Civil Works Package**.

Ressing – CIVIL (Works) – 002 [*“IFB Details”*] for **Ressing 12 MW - Civil Works Package** (the “Project”) issued by **Gekam Power Private Limited** (*the “Employer”*), including signing and submission of the Bid and all other documents related to the Bid, including but not limited to undertakings, letters, certificates, acceptances, clarifications, guarantees or any other document which Employer may require us to submit. The aforesaid attorney is further authorized for making representations to Employer, and providing information / responses to Employer, representing us in all matters before Employer, and generally dealing with Employer in all matters in connection with our Bid till the completion of the bidding process as per the terms of the IFB/ Bidding Document.

We hereby agree to ratify all acts, deeds and things done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall be binding on us and shall always be deemed to have been done by us.

All the terms used herein but not defined shall have the meaning ascribed to such terms under the IFB/ bidding document.

Signed by the within named..... *[Insert the name of the executant company]* **through the hand of Mr./ Mrs..... duly authorized by the Board/ Owner to issue such Power of Attorney dated this day of**

Accepted

.....(Signature of Attorney)
[Insert Name, designation and address of the Attorney]

Attested

.....
(Signature of the executant)
(Name, designation and address of the executant)

.....
Signature and stamp of Notary of the place of execution

**Common seal of has been affixed in my/our presence pursuant to
Board of Director's Resolution dated...../ Owner**

1. WITNESS 1(Signature)
Name
Designation

2. WITNESS 2 (Signature)
Name
Designation

Notes:

- a. *The mode of execution of the power of attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s).*
- b. *In the event, power of attorney has been executed outside India, the same needs to be duly notarized by a notary public of the jurisdiction where it is executed.*
- c. *Also, wherever required, the executant(s) should submit for verification the extract of the charter documents and documents such as a Board resolution / power of attorney, in favour of the person executing this power of attorney for delegation of power hereunder on behalf of the executant(s).*

Form B. Format of Power of Attorney for Joint Venture (to be furnished additionally in the case of Joint Venture bidder - refer BDS/ITB 22.2)

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' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) acting through M/s being the Partner in-charge/ Lead Partner, do hereby constitute, nominate and appoint 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" or "Partner In-charge" or "Lead Partner" or "Lead Member" or "Leader") to exercise all or any of the powers for and on behalf of the Joint Venture in regard to Invitation for Bids (IFB) No. **Ressing – CIVIL (Works) – 002** (the "IFB") for Package/ Contract titled **Civil Works Package**, the bids for which have been invited by **Gekam Power Private Limited** (hereinafter called the 'Employer') to undertake the following acts :

- i) To submit proposal/ Bid and participate in the aforesaid Bidding, against the IFB issued 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 and to sign the Contract with the Employer for and on behalf of the "Joint Venture".
- iii) To do any other act or submit any document related to the above.
- iv) To receive, accept and execute the Contract for and on behalf of the "Joint Venture".

It is clearly understood that the Partner In-charge (Lead Partner/ Lead Member) shall ensure performance of the Contract(s) and if one or more Partner fail to perform their respective portions of the Contract(s), 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.

The Joint Venture hereby agrees and undertakes to ratify and confirm all and whatsoever the said Attorney/Authorized Representatives/Partner in-charge/ Lead Partner/ Lead Member quotes in the bid, negotiates and signs the Contract with the Employer and/or proposes to act or acts on behalf of the Joint Venture by virtue of this Power of Attorney and the same shall bind the Joint Venture as if done by itself.

IN WITNESS THEREOF the Partners Constituting the Joint Venture as aforesaid have executed these presents on this day of under the Common Seal(s)

of their respective Companies.

for and on behalf of the
Partners of Joint Venture

.....

.....

.....

The Common Seal of the above Partners of the Joint Venture:

The Common Seal has been affixed there unto in the presence of:

WITNESS 1..... (Signature)

Name

Designation

WITNESS 2..... (Signature)

Name

Designation

Note:

1. For the purpose of executing the Agreement, the non-judicial stamp papers of appropriate value shall be purchased in the name of Joint Venture.
2. The Agreement shall be signed on all the pages by the authorised representatives of each of the partners and should invariably be witnessed.

Attachment 3
(Attachment to Technical Bid)

Format of Declaration of conformance of the Bidder and the Works offered, to the specified eligibility requirement

IFB No.: **Ressing – CIVIL (Works) – 002**

Package Name/ Contract Title: *Civil Works Package*

Bidder's Name and Address:

*{In case of JV bidder, mention name
and address of all the Joint Venture members}*

To,

Gekam Power Private Limited

Registered Office: B Sector, Naharlagun,
Arunachal Pradesh, India.

Email: gekampowerprivatelimited@gmail.com

We hereby certify that plant, services and Works offered to be supplied by us fully comply with all the eligibility and other requirements specified in Section 1, Section 2 and Section 3 of Bidding Documents.

We hereby certify that our firm (s) is/are legally established in India and we fully comply with the eligibility and other requirements specified in in Section 1, Section 2 and Section 3 of Bidding Documents,

Dated the *[Insert date of the month]* day of *[Insert month, year]* at
..... *[Insert place]*.

Signature {(of Bidders' authorized Bid Signatory (ies))} # {In full and initials}:

Full name: {insert full name of authorized Bid Signatory}

Title: {insert title/position of authorized Bid Signatory}

Name of Bidder (Sole Bidder's name or Joint Venture/ JV's name, if applicable):

Capacity: {insert the person's capacity to sign for the Bidder}

Address: {insert the authorized Bid Signatory's address}

Phone/fax: {insert the authorized Bid Signatory's phone and fax number, if applicable}

Email: {insert the authorized Bid Signatory's email address}

{For a joint venture, either all members shall sign or only the authorised signatory, in either case the power of attorney of the authorized bid signatory (signatories) must be attached}

Attachment 4
(Attachment to Technical Bid)

Format of Deviations, Exceptions and Reservations to the provisions of Bidding Document

IFB No.: **Resing – CIVIL (Works) – 002**

Package Name/ Contract Title: *Civil Works Package*

To,
Gekam Power Private Limited
Registered Office: B Sector, Naharlagun,
Arunachal Pradesh, India.
Email: gekampowerprivatelimited@gmail.com

Dear Sir/ Madam,

We hereby enclose the list of deviations, exceptions and reservations to the requirements/ provisions of the Bidding Documents along with the cost of withdrawal thereof, in the following format.

[The bidder shall itemize any deviation, exceptions, reservations to the provisions of the Bidding Documents, included in his bid, along with cost of withdrawal thereof. Each item shall be listed (separate sheets may be used and enclosed with this Attachment) with the following information:]

S. No.	Clause Reference No.	Provision as per the bidding document	Detailed description of deviation/ exception/ reservation	Cost of withdrawal of deviation/ exception/ reservation (in INR)	Reason for the change
Section No.					
Section No.					
Section No.					

The above **deviations/ exceptions/ reservations** are exhaustive. Except for the above **deviations/ exceptions/ reservations**, the entire Works shall be performed and Facilities completed as per your specifications and the bidding documents. We confirm that we shall withdraw the **deviations/ exceptions/ reservations** proposed by us at the cost of withdrawal indicated in this attachment, failing which our bid may be rejected and Bid Security forfeited. Further, we also agree that any deviations, exception or reservation will be reviewed to conduct a determination of the substantial responsiveness of the bid.

Dated the *[Insert date of the month]* day of *[Insert month, year]* at *[Insert place]*.

Signature {(of Bidders' authorized Bid Signatory (ies))} # {In full and initials}:

Full name: {insert full name of authorized Bid Signatory}

Title: {insert title/position of authorized Bid Signatory}

Name of Bidder (Sole Bidder's name or Joint Venture/ JV's name, if applicable):

Capacity: {insert the person's capacity to sign for the Bidder}

Address: {insert the authorized Bid Signatory's address}

Phone/fax: {insert the authorized Bid Signatory's phone and fax number, if applicable}

Email: {insert the authorized Bid Signatory's email address}

{For a joint venture, either all members shall sign or only the authorised signatory, in either case the power of attorney of the authorized bid signatory (signatories) must be attached}

Attachment 5
(Attachment to Technical Bid)

Format of Joint Venture Agreement to be entered amongst all Members/ Partners of a bidding Joint Venture

[To be on non-judicial stamp paper of Rupees One Hundred Only (INR 100/-) or appropriate value as per Stamp Act relevant to place of execution, duly signed on each page. Foreign entities submitting Bid are required to follow the applicable law in their country.]

FORM OF JOINT VENTURE AGREEMENT BETWEEN M/s....., M/s....., AND M/s..... for bidding for Request for Bid No. **Ressing – CIVIL (Works) – 002** (the “IFB”) dated **28th June 2024** for the Package/ Contract titled **Civil Works Package**.

1. **THIS Joint Venture Agreement** (hereinafter referred to as “Agreement”) executed on this [date] day of [month], [year] between M/s , a company incorporated under the laws of and having its Registered Office at , (hereinafter called **"Party 1,"** or **"Lead Joint Venture Member"** which expression shall include its successors, executors and permitted assigns);
2. M/s., a company incorporated under the laws of and having its Registered Office at , (hereinafter called **"Party 2,"** which expression shall include its successors, executors and permitted assigns); and
3. M/s., a company incorporated under the laws of and having its Registered Office at , (hereinafter called **"Party 3,"** which expression shall include its successors, executors and permitted assigns);

[The Bidding Joint Venture should list the name, address of its registered office and other details of all the Joint Venture Members/ Partners above.]

WHEREAS the Parties above named are entering into this Joint Venture Agreement for the purpose of submitting the Bid in response to the IFB and in the event of award of Contract, to comply with the requirements as specified in the IFB/ bidding document/ Contract and ensure execution of the Contract as may be required to be entered into

with Employer.

Party 1, Party 2 and Party 3 are hereinafter collectively referred to as the “Parties” and individually as a “Party.

WHEREAS the IFB/ bidding document stipulates that the Bidders applying as a Bidding Joint Venture shall submit a legally enforceable Joint Venture Agreement in a format specified in the IFB/ bidding document, whereby each Joint Venture Member undertakes to be liable for its Roles and Responsibilities, and the Joint Venture undertakes to be jointly and severally liable for performance and execution of the Contract, as required as per the provisions of the IFB/ bidding document, and as specified herein.

WHEREAS any capitalized term in this Agreement shall have the meaning ascribed to such term in the IFB document.

NOW THEREFORE, THIS AGREEMENT WITNESSTH AS UNDER:

In consideration of the above premises and agreement all the Parties in this Joint Venture do hereby mutually agree as follows:

1. Inconsideration of the selection of the Joint Venture as the Bidding Joint Venture by Utility, we the Members of the Joint Venture and Parties to the Joint Venture Agreement do hereby unequivocally agree that M/s. *[Insert name of the Lead Member]*, shall act as the Lead Member as defined in the IFB/ bidding document for self and agent for and on behalf of M/s., M/s., and M/s *[the names of all the other Members of the Joint Venture to be filled in here]*.
2. The Lead Joint Venture Member is hereby authorized by the Members of Joint Venture and Parties to the Joint Venture Agreement to bind the Joint Venture and receive instructions for and on behalf of all Members. The Roles and Responsibilities of all other members shall generally be as per the Annexure to this Agreement without limiting or diluting the joint and several liability of the Joint Venture for executing and performing the Contract.
3. Each Joint Venture Member undertakes to be individually liable for the performance of its part of the Roles and Responsibilities without in any way limiting the scope of joint and several liabilities envisaged in this Agreement in order to meet the requirements and obligations of the IFB/ bidding document. The Lead Joint Venture Member shall be liable and responsible for ensuring the individual and collective commitment of each of the Members of the Joint Venture in

- discharging all their respective Roles and Responsibilities.
4. In case of any breach of any of the commitment as specified under this Agreement by any of the Joint Venture Members, all the Joint Venture Member including the Lead Member shall be liable jointly and severally liable to meet the obligations as defined under the IFB/ BIDDING DOCUMENT .
 5. Except as specified in the Agreement, it is agreed that sharing of responsibilities as aforesaid and obligations thereto shall not in any way be a limitation of responsibility of the Lead Member and other Members under these presents.
 6. The Members expressly agree to adhere to all the terms and conditions of the IFB/ BIDDING DOCUMENT and confirm that we don't have any Conflict of Interest (as defined in the IFB/ BIDDING DOCUMENT).
 7. This Joint Venture Agreement shall be construed and interpreted in accordance with the Laws of India and Courts at Delhi shall have the exclusive jurisdiction in all matters relating thereto and arising there under.
 8. It is hereby agreed that the Joint Venture jointly or Lead Joint Venture Member, as may be acceptable to the Employer, shall furnish the Bid Security, as stipulated in the IFB/ BIDDING DOCUMENT , on behalf of the Bidding Joint Venture.
 9. It is hereby agreed that in case of award of Contract of Bidding Joint Venture, the Parties to this Joint Venture Agreement do hereby agree that they shall furnish the Performance Security and other commitments to Employer as stipulated in the IFB/ BIDDING DOCUMENT and the Contract. The Lead Member shall be responsible for ensuring the submission of the Performance Security and other commitments on behalf of all the Joint Venture Members.
 10. It is further expressly agreed that the Joint Venture Agreement shall be irrevocable and shall remain valid over the term of the Contract/ Project, unless expressly agreed to the contrary by Employer.
 11. The Lead Joint Venture Member is authorized and shall be fully responsible for the accuracy and veracity of the representations and information submitted by the Joint Venture Members respectively from time to time in response to the IFB/ BIDDING DOCUMENT for the purposes of the Bid and the Contract. The representation by the Lead Member shall be deemed to be on behalf of and binding on all members of the Joint Venture.
 12. It is expressly understood and agreed between the Members of the Joint Venture and Parties that the responsibilities and obligations of each of the Members shall be generally as delineated as annexed hereto as Annexure-A forming integral part of this Agreement. It is further agreed by the Members that the above sharing of responsibilities and obligations shall not in any way be a limitation of joint and several responsibilities and liabilities of the Members, with regards to all matters relating to the execution of the Bid and implementation of the Contract/Project envisaged in the IFB/ BIDDING DOCUMENT.

13. It is clearly agreed that the Lead Joint Venture Member shall ensure performance indicated in the IFB/ BIDDING DOCUMENT . In the event one or more Joint Venture Members fail to perform its/ their respective obligations, the same shall be deemed to be a default by all the Joint Venture Members.
14. It is hereby expressly agreed between the Parties to this Joint Venture Agreement that neither Party shall assign or delegate or subcontract its rights, duties or obligations under this Agreement to any person or entity except with prior written consent of Employer.
15. This Joint Venture Agreement:
 - a) has been duly executed and delivered on behalf of each Party hereto and constitutes the legal, valid, binding and enforceable obligation of each such Party;
 - b) sets forth the entire understanding of the Parties hereto with respect to the subject matter hereof; and
 - c) may not be amended or modified except in writing signed by each of the Parties and with prior written consent of Employer.

Common Seal of has been affixed in my/ our presence pursuant to Board Resolution dated	For M/s.....(Party 1) [Signature of Authorized Representative] [Name of the Authorized Representative] [Designation of the Authorized Representative]
1. Witness 1 [Signature of Witness 1] Name: Designation:	2. Witness 2 [Signature of Witness 1] Name: Designation:

N. Common Seal of.....has been affixed in my/ our presence pursuant to Board Resolution dated	For M/s..... (Party N) [Signature of Authorized Representative] [Name of the Authorized Representative] [Designation of the Authorized Representative]
N.1. Witness 1 [Signature of Witness 1] Name: Designation:	N.2. Witness 2 [Signature of Witness 1] Name: Designation:

Annexure-A

Role and Responsibility of each Member of the Joint Venture:

- 1.Roles and Responsibilities of the Party 1 (Lead Joint Venture Member):
- 2.Roles and Responsibilities of the Party 2
- 3.Roles and Responsibilities of the Party 3

Attachment 6
(Attachment to Technical Bid)

Format of Joint Deed of Undertaking by the Joint Venture Partners/ Members

To,

[....Insert Name and Address of the Employer....]

THIS JOINT DEED OF UNDERTAKING executed on this..... day of..... Two Thousand and by..... a company incorporated under the laws of..... and having its Registered Office at..... (hereinafter called the "Party No.1" which expression shall include its successors, executors and permitted assigns) and M/s a company incorporated under the laws of and having its Registered Office at (hereinafter called the "Party No.2" which expression shall include its successors, executors and permitted assigns) and M/s a Company incorporated under the laws of and having its Registered Office at (hereinafter called the "Party No.3" which expression shall include its successors, executors and permitted assigns) for the purpose of making a bid and entering into a contract (hereinafter called the "Contract" {in case of award)) against the Invitation for Bids (IFB) No **Ressing – CIVIL (Works) – 002 for Ressing 12 MW Civil Works Package of Gekam Power Private Limited**, a Company incorporated under the Companies Act of 1956 having its registered office at Registered Office: B Sector, Naharlagun, Arunachal Pradesh, India. Email: gekampowerprivatelimited@gmail.com (hereinafter called the "Employer").

WHEREAS the Party No.1, Party No.2 and Party No.3 have entered into an Agreement dated.....

AND WHEREAS the Employer invited bids as per the above-mentioned Package for the design, supply and installation of the Plant and providing Installation and Other Services as stipulated in the bidding documents for **Ressing 12 MW Civil Works Package**.

AND WHEREAS as per Section 1/Section 2/ Section 3 of the Bidding Documents it is , inter-alia stipulated that a Joint Venture, as specified therein, may bid, provided, the Joint Venture and the partners/ members in/ of the Joint Ventures fulfill all the specified requirements of the bidding documents and that , in such a case, the Bid shall be signed by all the partners so as to legally bind all the Partners of the Joint Venture, who will be jointly and severally liable to perform the Contract and all obligations hereunder.

AND WHEREAS the bid is being submitted to the Employer vide proposal No.....dated..... by Party No.1 based on

this Undertaking between all the parties; under these presents and the bid in accordance with the requirements of Section 1/Section 2/ Section 3 of the Bidding Documents, has been signed in accordance with the provisions contained therein.

NOW THIS UNDERTAKING WITNESSETH AS UNDER:

In consideration of the above premises and agreements all the parties of this Deed of Undertaking do hereby declare and undertake:

1. In requirement of the award of the Contract by the Employer to the Joint Venture Partners, we, the Parties do hereby undertake that M/s the Party No.1, shall act as Lead Partner/ Lead Member/ Authorised Representative/ Partner-in-Charge of the Joint Venture, and further declare and confirm that we the parties to the Joint Venture shall jointly and severally be bound unto the Employer for the successful performance of the Contract and shall be fully responsible for the successful completion of the works under the Contract including design, supply and installation of the Plant and providing of Installation and Other Services and for successful performance of the Contract in the event of award and performance of equipment in accordance with the Contract.
2. In case of any breach or default of the said Contract by any of the parties to the Joint Venture, the party(s) do hereby undertake to be fully responsible for the successful performance of the Contract and to carry out all the obligations and responsibilities under the Contract in accordance with the requirements of the Contract.
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 performances guaranteed as per the specification in terms of the Contract, the Party(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 partners/ Party(ies), the Employer can proceed against any of the partners/ Parties who shall be jointly and severally liable for the performance and all other liabilities/obligations under the Contract to the Employer.
4. The financial liability of the Parties of this Deed of Undertaking to the Employer, with respect to any of the claims arising out of the performance or non-performance of the obligations set forth in this Deed of Undertaking, 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 or obligations of any of the Parties of this Deed of Undertaking.
5. It is expressly understood and agreed between the Parties to this Undertaking that the responsibilities and obligations of each of the Parties shall be as delineated in **Appendix – I** (to be suitably appended by the Parties along with this Undertaking in its bid) to this Deed of Undertaking. It is further undertaken by the parties that the above sharing of responsibilities and obligations shall not in any way be a limitation of joint and several responsibilities of the Parties under the Contract.
6. It is also understood that this Undertaking is provided for the purposes of

undertaking joint and several liabilities of the partners to the Joint Venture for submission of the bid and performance of the Contract and that this Undertaking shall not be deemed to give rise to any additional liabilities or obligations, in any manner or any law, on any of the Parties to this Undertaking or on the Joint Venture, other than the express provisions of the Contract.

7. This Undertaking shall be construed and interpreted in accordance with the provisions of the Contract.
8. In case of an award of a Contract, we the parties to this Deed of Undertaking do hereby agree that we shall be jointly and severally responsible for furnishing a Contract performance security from a bank in favour of the Employer in the currency/currencies of the Contract and as per the Contract.
9. It is further agreed that this Deed of Undertaking shall be irrevocable and shall form an integral part of the bid and shall continue to be enforceable till the Employer discharges the same or upon the completion of the Contract in accordance with its provisions, whichever is earlier. It shall be effective from the date first mentioned above for all purposes and intents.

IN WITNESS WHEREOF, the Parties to this Deed of Undertaking have through their authorized representatives executed these presents and affixed Common Seals of their companies, on the day, month and year first mentioned above.

Common Seal of
has been affixed in my/ our
presence pursuant to Board of
Director's Resolution dated

For Lead Partner (Party No.-1)
For and on behalf of M/s
.....

Name
Designation
Signature

(Signature of the authorized
representative)

WITNESS:

I.

II.

Common Seal of
has been affixed in my/ our
presence pursuant to Board of
Director's Resolution dated

For Lead Partner (Party No.-2)
For and on behalf of M/s
.....

Name
Designation
Signature

(Signature of the authorized
representative)

WITNESS:

I.

II.

Common Seal of
has been affixed in my/ our
presence pursuant to Board of
Director's Resolution dated

For Lead Partner (Party No.-3)
For and on behalf of M/s
.....

Name
Designation
Signature

(Signature of the authorized
representative)

WITNESS:

I.

II.

Note:

1. For the purpose of executing the Joint Deed of Undertaking, the non-judicial stamp papers of appropriate value shall be purchased in the name of Joint Venture.
2. The Undertaking shall be signed on all the pages by the authorized representatives of each of the partners and should invariably be witnessed.
3. Appendix 1 must be enclosed.

Attachment 7

(Attachment to Technical Bid)

Country of Origin Declaration Form

Name of Bidder _____ IFB Number ____ Page ____ of _____

Item	Description	Country of Origin

Attachment 8
(Attachment to Technical Bid)

Technical Proposal

Appendices to Technical Proposal

- 1. Site Organization**
- 2. Method Statement**
- 3. Mobilization Schedule**
- 4. Construction Schedule**
- 5. Environmental, Social, Health and Safety Management Plan**
- 6. Works**
- 7. Personnel**
- 8. Equipment**
- 9. Proposed Subcontractors for Major part of Works**
- 10. Subcontractor's Authorization**
- 11. Functional Guarantee of the Plant (If Applicable as per Employer's Requirements)**
- 12. Other Aspects, if any, to be included as per the Bidding Document**

Appendix 1 to Technical Proposal: Site Organization

[Insert Site Organization Information]

Appendix 2 to Technical Proposal: Method Statement

[insert Method Statement - A detailed note should be submitted outlining bidders proposed methodology and program for the provision and construction of the Works, backed with equipment, materials and manpower planning and deployment, and quality control procedures proposed to be adopted, justifying Bidder's capability for execution and timely completion of the work as per the bidding documents].

Appendix 3 to Technical Proposal: Mobilization Schedule

[Insert Mobilization Schedule. The Mobilization Schedule should also reflect the no-objection request and approval step for Site Specific Environmental, Social, Health and Safety Management Plan as per Contract Conditions]

Appendix 4 to Technical Proposal: Construction Schedule

[Insert Construction Schedule. The construction schedule shall include key milestones]

Appendix 5 to Technical Proposal: Environmental, Social, Health and Safety Management Plan (ESHSMP)

The Bidder shall submit an outline Environmental, Social, Health and Safety Management Plan (ESHSMP) commensurate with the risks and impacts of the proposed works and activities. These strategies and plans shall describe in detail the actions, materials, equipment, management processes, etc. that will be implemented by the Contractor, and its subcontractors.

In developing these strategies and plans, the Bidder shall have regard to the ESHS provisions of the contract and ESHS risks including those as may be more fully described in Section 6 (Employer's Requirements).

Appendix 6 to Technical Proposal: Works

Appendix 7 to Technical Proposal: Personnel

Form PER – 1: Proposed Personnel

Bidders should provide the details of proposed personnel and their experience record in the relevant Information Forms below for each of the candidate.

1.	Title of Position
	Name
2.	Title of Position
	Name
3.	Title of Position
	Name
4.	Title of Position
	Name

Note:

All titles of positions will be in conformity with the titles and positions, if any, listed in Section 6 (Employer's Requirements) and elsewhere in the Bidding Document. If not listed, the bidder any furnish the same as considered appropriate and suitable.

Form PER – 2: Resume of Proposed Personnel

The Bidder shall provide all the information requested below. Use one form for each position.

Position		
Personnel information	Full Legal Name	Date of Birth
	Known as	Place of Birth
	Nationality	Citizenship
	Type of government ID	ID number
	Attach a copy of ID to this form	
	Professional qualifications	
Present employment	Name of employer	
	Address of employer	
	Telephone	Contact (manager/personnel officer)
	Fax	E-mail
	Job title	Years with present employer

Summarize professional experience in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

[illegible]

Appendix 8 to Technical Proposal: Contractor's Equipment

Form EQU: Equipment

The Bidder shall provide adequate information and details to demonstrate clearly that it has the capability to meet the equipment requirements indicated in Section 6 (Employer's Requirements) and elsewhere in the bidding document (if not listed, the bidder any furnish the same as considered appropriate and suitable), using the Forms below. A separate Form shall be prepared for each item of equipment listed, or for alternative equipment proposed by the Bidder.

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

Omit the following information for equipment owned by the Bidder.

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

Appendix 9 to Technical Proposal: Proposed Subcontractors for Major Part of Works

The following Subcontractors are proposed for carrying out the parts/ item of the Works indicated based on criterion, if any, specified in Section 6 (Employer’s Requirement). Bidders are free to propose more than one for each item.

Major Parts/ Items of Works	Proposed Subcontractors	Nationality

Appendix 10 to Technical Proposal: Subcontractor's Authorization

Date of this Bid submission: 15th July 2024 upto 1400 Hours (IST)

IFB No.: IFB No: Rassing – CIVIL (Works) – 002

Package/ Contract title:

Civil Works Comprising of River Diversion Works, Trench Weir, Intake, Feeder Channel, Desilting Tank, Head Race Tunnel, Surge Shaft, Penstock Civil Structural Works, Power House Building, Tail Race Channel, etc. (Civil Works Package) for Rassing Hydro Electric Project (12 MW) in Arunachal Pradesh

To:

Gekam Power Private Limited

Registered Office: B Sector, Naharlagun,

Arunachal Pradesh, India.

Email: gekampowerprivatelimited@gmail.com

WHEREAS

We *[insert complete name of the subcontractor]*, having our registered office at *[insert full address of subcontractor's registered office]*, do hereby authorize *[insert complete name of the Bidder]* to submit a bid the purpose of which is to provide/ construct the following parts/ items of Works by us *[insert name and/or brief description of the items/ parts of the Works]*, and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with the General Conditions of Contract, with respect to the parts/ items of the Works offered by the above firm.

Signed: *[insert signature(s) of authorized representative(s) of the subcontractor]*

Name: *[insert complete name(s) of authorized representative(s) of the subcontractor]*

Title: *[insert title]*

Duly authorized to sign this Authorization on behalf of *[insert complete name of the subcontractor]*

Dated onday of,*[insert date of signing]*

Note:

The bidder shall require the subcontractor to fill out this form in accordance with the instructions indicated. This letter of authorization should be signed by a person with the proper authority to sign documents that are binding on the subcontractor. The bidder shall include it in its bid, if so indicated in the Section1/ Section 2.

Appendix 11 to Technical Proposal:
Functional Guarantee of the Plant
(If Applicable as per Employer's Requirements)

Appendix 12 to Technical Proposal:

Other Aspects, if any, to be included as per the Bidding Documents (refer ITB/BDS 11.2 (k) also)

Attachment 9
(Attachment to Technical Bid)

Bidder's Qualification

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

Form ELI - 1: Bidder's Information Sheet

Bidder's Information			
		Information of the Bidder	If the Bidder is a subsidiary or branch, information of any parent company/companies
Names	Full legal name(s)		
	Full trading name(s) (if any)		
Addresses	Registered address(es)		
	Trading address(es)		
	Postal address(es) (if different from trading address)		
Type of organization			
Country of constitution/incorporation/registration			
Year of constitution/incorporation/registration			
Corporate or registration number			
In case of a Joint Venture, legal name of each partner			
Bidder's authorized representative (name, address, telephone number(s), fax number(s), e-mail address)			

Attached are copies of the following documents:

- ☐ In case of a single entity, articles of incorporation or constitution and company incorporation/registration of the legal entity named above.
- ☐ Authorization to represent the firm or Joint Venture named above, in accordance with ITB 22.2, as attachment to Letter of Bid -Technical Bid, in the format attached therein.
- ☐ In case of a Joint Venture, Joint Venture agreement, in accordance with Section 3, as attachment to Letter of Bid -Technical Bid, in the format attached therein.

Form ELI - 2: Joint Venture Information Sheet

Each partner of the Joint Venture and Affiliate/ Associate/ Specialist Subcontractor, as the case may be, must fill out this form separately.

Joint Venture / Affiliate/ Associate/Specialist Subcontractor Information		
Bidder's legal name		
		Information of Joint Venture Partner or Affiliate/ Associate / Specialist Subcontractor
Names	Full Legal name(s)	
	Full trading name(s) (if any)	
Addresses	Registered address(es)	
	Trading address (es)	
	Postal address (es) (if different from trading address)	
Type of organization		
Country of constitution/ incorporation/ registration		
Year of constitution/ incorporation/ registration		
Corporate or registration number		
Joint Venture Partner's or Affiliate's/ Associate's/ Specialist Subcontractor's authorized representative information (name, address, telephone number(s), fax number(s), e-mail address)		

Attached are copies of the following documents:

- ☐ Articles of incorporation or constitution and company incorporation/registration of the legal entity named above.
- ☐ Authorization to represent the firm named above.

Form ELI – 2(A)

Details of Participation in the Joint Venture

PARTICIPATION DETAILS	FIRM 'A' (Lead Member)	FIRM 'B'	FIRM 'C'
Financial			
Name of the Banker(s)			
Planning			
Construction Equipment			
Key Personnel			
Execution of Works (Give details on contribution of each)			

The Joint Venture should indicate the details of participation as above.

Form CON – 1: Historical Contract Non-performance

Each Bidder must fill out this form in accordance with Criteria 2.2.1 and 2.2.3 of Section 3 (Evaluation, Eligibility and Qualification Criteria) to describe any history of nonperforming contracts and pending litigation or arbitration formally commenced against it.

In case of a Joint Venture, each Joint Venture Partner must fill out this form separately and provide the Joint Venture Partner's name:

Joint Venture Partner: _____

Table 1: History of Nonperforming Contracts			
Choose one of the following: <input type="checkbox"/> No nonperforming contracts. <input type="checkbox"/> Below is a description of nonperforming contracts involving the Bidder (or each Joint Venture partner if Bidder is a Joint Venture).			
Year	Description	Amount of Non-performed Portion of Contract (INR equivalent)	Total Contract Amount INR equivalent)
<i>[Insert year]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Reason(s) for nonperformance: <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>	<i>[insert amount]</i>
Table 2: Pending Litigation and Arbitration			
Choose one of the following: <input type="checkbox"/> No pending litigation, arbitration or any other material events impacting the net worth and/or liquidity of the bidder. <input type="checkbox"/> Below is a description of all pending litigation, arbitration involving the Bidder or any other material events impacting the net worth and/or liquidity of the bidder (or each Joint Venture partner if Bidder is a Joint Venture).			
Year	Matter in Dispute	Value of Pending Claim	Value of Pending Claim as a

		(INR Equivalent)	Percentage of Net Worth
<i>[Insert year]</i>	<p>Contract Identification, as applicable: <i>[indicate complete contract name/ number, and any other identification]</i></p> <p>Name of Employer, parties involved in the material events impacting the net worth and/or liquidity of the bidder: <i>[insert full name]</i></p> <p>Address of Employer, parties involved in the material events impacting the net worth and/or liquidity of the bidder: <i>[insert street/city/country]</i></p> <p>Matter of Dispute: <i>[indicate full description of dispute]</i></p> <p>Party who initiated the dispute: <i>[indicate "Employer" or "Contractor"]</i></p> <p>Status: <i>[indicate status of dispute]</i></p>	<i>[insert amount]</i>	<i>[insert amount]</i>

Note:

Table 2 of this form shall only be included if Criterion 2.2.3 of Section 3 (Evaluation, Eligibility and Qualification Criteria) is applicable.

Form CON – 2: ESHS Performance Declaration

Each Bidder must fill out this form in accordance with Criterion 2.2.4 of Section 3 (Evaluation, Eligibility and Qualification Criteria).

In case of a Joint Venture, each Joint Venture Partner must fill out this form separately and provide the Joint Venture Partner's name:

Joint Venture Partner:

Environmental, Social, Health and Safety Performance Declaration in accordance with Section 3 (Evaluation, Eligibility and Qualification Criteria)			
<ul style="list-style-type: none"> • No suspension or termination of contract: An employer has not suspended or terminated a contract and/or called the performance security for a contract for reasons related to Environmental and Social or Health and Safety performance as specified in Criterion 2.2.4 of Section 3 (Evaluation, eligibility and Qualification Criteria). • Declaration of suspension or termination of contract: The following contract(s) has/have been suspended or terminated and/or Performance Security called by an employer(s) for reasons related to Environmental and Social or Health and Safety performance since the date specified in Criterion 2.2.4 of Section 3 (Evaluation, Eligibility and Qualification Criteria). Details are described below: 			
Year	Suspended or terminated portion of contract	Contract Identification	Total Contract Amount (current value, currency, exchange rate and Indian Rupee equivalent)
<i>[insert year]</i>	<i>[insert amount and percentage]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Reason(s) for suspension or termination: <i>[indicate main reason(s) e.g., discharge over environmental limit, workers did not have required health and safety permits to undertake high risk work, work carried out was not adhered to approved construction methodology and quality control plan]</i>	<i>[insert amount]</i>

<i>[insert year]</i>	<i>[insert amount and percentage]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Reason(s) for suspension or termination: <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>
...	...	<i>[list all applicable contracts]</i>	...

Performance Security called by an employer(s) for reasons related to EHS performance		
Year	Contract Identification	Total Contract Amount (current value, currency, exchange rate and INR equivalent)
<i>[insert year]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Reason(s) for suspension or termination: <i>[indicate main reason(s) e.g. discharge over environmental limit, workers did not have required health and safety permits to undertake high risk work, work carried out was not adhered to approved construction methodology and quality control plan]</i>	<i>[insert amount]</i>

Form FIN - 1: Historical Financial Performance

Each Bidder must fill out this form.

In case of a Joint Venture, each Joint Venture Partner must fill out this form separately and provide the Joint Venture Partner's name:

Joint Venture Partner:

Financial Data for Previous Years [Indian Rupee Equivalent]		
Year 1:	Year 2:	Year :

Information from Balance Sheet

Total Assets (TA)			
Total Liabilities (TL)			
Net Worth = TA-TL			
Current Assets (CA)			
Current Liabilities (CL)			
Working Capital = CA - CL			

Most Recent Working Capital		To be obtained for most recent year and carried forward to FIN - 3 Line 1; in case of Joint Ventures, to the corresponding Joint Venture Partner's FIN – 3.
-----------------------------	--	---

Information from Income Statement

Total Revenues			
Profits Before Taxes			
Profits After Taxes			

- ❑ Attached are copies of financial statements (balance sheets including all related notes, and income statements) for the last 5 years, as indicated in Section 3 and above, complying with the following conditions.
 1. Unless otherwise required by Section 3 of the Bidding Documents, all such documents reflect the standalone financial situation of the legal entity or entities comprising the Bidder and not the Bidder's parent companies, subsidiaries or affiliates.
 2. Historical financial statements must be audited by a certified accountant.
 3. Historical financial statements must be complete, including all notes to the financial statements.
 4. Historical financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be accepted).

Form FIN - 2: Average Annual Turnover

Each Bidder must fill out this form.

The information supplied should be the Annual Turnover of the Bidder or each partner of a Joint Venture, from operations including other income, converted to Indian Rupees at the rate of exchange at the end of the period reported.

In case of a Joint Venture, each Joint Venture Partner must fill out this form separately and provide the Joint Venture Partner's name:

Joint Venture Partner: _____

Annual Turnover Data for the Last five (5) Years as specified in Section 3			
Year	Amount Currency	Exchange Rate	Indian Rupee Equivalent
Average Annual Turnover			

Form FIN – 3: Availability of Financial Resources

Bidders must demonstrate sufficient financial resources, usually comprising of Working Capital supplemented by credit line statements or overdraft facilities and others to meet the Bidder's financial requirements for

- (a) its current contract commitments, and
- (b) the subject contract.

In case of a Joint Venture, each Joint Venture Partner must fill out this form separately and provide the Joint Venture Partner's name:

Joint Venture Partner: ____

Financial Resources		
No.	Source of financing	Amount (Indian Rupee equivalent)
1	Working Capital (to be taken from FIN - 1)	
2	Credit Line ^a	
3	Other Financial Resources	
Total Available Financial Resources		

^a To be substantiated by a letter from the bank issuing the line of credit.

Form FIN- 4: Financial Requirements for Current Contract Commitments

Bidders (or each Joint Venture partner) should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.

In case of a Joint Venture, each Joint Venture Partner must fill out this form separately and provide the Joint Venture Partner's name:

Joint Venture Partner:

Current Contract Commitments						
No.	Name of Contract	Employer's Contact (Address, Tel, Fax)	Contract Completion Date	Outstanding Contract Value (X) ^a	Remaining Contract Period in months (Y) ^b	Monthly Financial Resources Requirement (X / Y)
1						
2						
3						
Total Monthly Financial Requirement for Current Contract Commitments (CCC)						Rs

^a Remaining outstanding contract values to be calculated from 28 days prior to the bid submission deadline (Indian Rupee equivalent based on the foreign exchange rate as of the same date).

^b Remaining contract period to be calculated from 28 days prior to bid submission deadline.

**Form FIN - 5: Self-Assessment Tool for Bidder's Compliance to Financial Resources
(Criterion 2.3.3 of Section 3)**

This form requires the same information submitted in Forms FIN - 3 and FIN - 4. All conditions of "Available Financial Resources Net of CCC \geq Requirement for the Subject Contract" must be satisfied to qualify.

Form FIN - 5A: For Single Entities

For Single Entities:	Total Available Financial Resources from FIN – 3	Total 3 Month Financial Requirement for Current Contract Commitments (CCC) from FIN – 4	Available Financial Resources Net of CCC	3 Month Requirement for the Subject Contract	Results: Yes or No [D must be greater than or equal to E]
(A)	(B)	(C)	(D) = (B - C)	(E)	(F)
_____ — (Name of Bidder)				

Form FIN - 5B: For Joint Ventures

For Joint Ventures:	Total Available Financial Resources from FIN – 3	Total 3 Month Financial Requirement for Current Contract Commitments (CCC) from FIN – 4	Available Financial Resources Net of CCC	3 Month Requirement for the Subject Contract	Results: Yes or No [D must be greater than or equal to E]
(A)	(B)	(C)	D = (B - C)	(E)	(F)
One Partner:					
(Name of Partner)				
Each Partner:					
(Name of Partner 1)				

(Name of Partner 2)				
(Name of Partner 3)				
All partners combined	Σ D = Sum of available financial resources net of current contract commitments for all partners		Σ D = _____	

Note:

Form FIN – 5 is made available for use by the bidder as a self-assessment tool, and by the Employer as an evaluation work sheet, to determine compliance with the financial resources requirement as stated in 2.3.3. Failure to submit Form FIN - 5 by the Bidder shall not lead to bid rejection.

Form EXP – 1: Contracts of Similar Size and Nature

Fill out one (1) form per contract. Each contract shall be supported by documents such as Signed Contract Agreement, Taking-Over Certificate, Contract Completion Certificate or Performance Certificate.

The exchange rate to be used to calculate the value of the contract for conversion to a specific currency shall be the selling rate of the Employer's Central bank on the date of the contract.

In case of a Joint Venture, each Joint Venture Partner must fill out this form separately and provide the Joint Venture Partner's name:

Joint Venture Partner:

Contract of Similar Size and Nature		
Contract No of		Contract Identification
Award Date		Completion Date
Role in Contract	<input type="checkbox"/> Contractor <input type="checkbox"/> Management Contractor <input type="checkbox"/> Subcontractor Contractor	
Total Contract Amount	Indian Rupee	
If partner in a Joint Venture or Subcontractor, specify participation of total contract amount	Percent of Total	Amount
Employer's name Address Telephone number Fax number E-mail		
Description of the Similarity in Accordance with Criterion 2.4.1 of Section 3 (Evaluation and Qualification Criteria)		

Form EXP – 2: Bid Capacity (Ref Section 3: Evaluation, Eligibility and Qualification Criteria, Sub criteria 2.4.2)

Fill out the forms EXP-2.1 and EXP-2.2

Form EXP – 2.1: Average Annual Construction Turnover

Fill out the form which shall be supported by documentary experience such payment certificate, Chartered Accountant Certificate etc.

The exchange rate to be used to calculate the value of the contract for conversion to a specific currency shall be the selling rate of the Employer’s Central bank on the date of the payment.

In case of a Joint Venture, each Joint Venture Partner must fill out this form separately and provide the Joint Venture Partner’s name:

Joint Venture Partner:

Annual turnover data (construction only)			
Year	Amount Currency	Exchange rate	Amount in INR equivalent
<i>[indicate year]</i>	<i>[insert amount and indicate currency]</i>		
Average Annual Construction Turnover			

Form EXP – 2.2: Current Contract Commitments / Works in Progress

Fill out the data/ information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate is yet to be issued. The form which shall be supported by documentary experience such as Client certificate, Chartered Accountant Certificate etc.

The exchange rate to be used to calculate the value of the contract for conversion to a specific currency shall be the selling rate of the Employer's Central bank on the date of the payment.

In case of a Joint Venture, each Joint Venture Partner must fill out this form separately and provide the Joint Venture Partner's name:

Joint Venture Partner

Current Contract Commitments					
No.	Name of Contract	Employer's Contact Address, Tel, Fax	Value of Outstanding Work [Current INR Equivalent]	Estimated Completion Date	Average Monthly Invoicing Over Last Six Months [INR/month]
2					
3					
4					
5					

Form EXP – 3: Environmental, Social, Health and Safety Certification

Please provide the following information:

Availability of the following valid ISO certification or internationally - recognized equivalent (equivalency to be demonstrated by the Bidder), and applicable to the worksite:

[Select the required certifications from below^a]

- Quality management certificate ISO 9001
- Environmental management certificate ISO 14001
- Health and Safety management certificate ISO 45001

a Depending on the environmental, health and safety issues of the worksite and the type of competition planned (national or international), the list of required certifications may be restricted to those corresponding to the main issue of the worksite management.

Note:

Details in EXP– 3 are made available for use by the bidder and by the Employer to determine capacity and capability for compliance with the EHS requirement. Any failure/ shortcoming by the Bidder shall not lead to bid rejection but a tool to improve its EHS systems and process.

Form EXP – 4: Environmental, Social, Health and Safety Documentation

Please provide the following information:

Availability of in-house policies and procedures acceptable to the Employer for ESHS management:

1. Existence of an Ethics Charter.
2. Existence of a system for monitoring compliance with ESHS commitments for the Bidder's Subcontractors and all its partners.
3. Existence of official company procedures for the management of the following relevant points:

[Select 3-5 that apply for the worksite from below options- as per Bidding Document]

- *EHS resources and facilities and ESHS monitoring system;*
- *Project Areas management information (base camps, quarries, burrow pits, storage areas);*
- *Health and Safety on worksites policy and related guidance;*
- *Local recruitment and ESHS trainings of local staff/subcontractors/local partners;*
- *Community stakeholder engagement practice;*
- *Traffic management practice;*
- *Hazardous products management practice;*
- *Waste management practice;*
- *Protection of water resources;*
- *Biodiversity protection practices;*
- *Site rehabilitation and revegetation practice;*
- *Local cultural heritage protection practice;*
- *Erosion and sedimentation practices;*
- *Control of infectious and communicable diseases (HIV/AIDS, malaria, COVID-19 etc),*

Note:

Details in EXP– 4 are made available for use by the bidder and by the Employer to determine capacity and capability for compliance with the EHS requirement. Any failure/ shortcoming by the Bidder shall not lead to bid rejection but a tool to improve its EHS systems and process.

Form EXP – 5: Environmental, Social, Health and Safety Dedicated Personnel

Please provide CV [Form PER-2] of the personnel of the main contractor/ Joint Venture partners for the ESHS positions specified in Section 6 (Employers Requirements) or elsewhere in the bidding document:

[For example]

- Environmental and Social Specialist
- Health and Safety Specialist

Note:

Form EXP– 5 is made available for use by the bidder and by the Employer to determine capacity and capability for compliance with the ESHS requirement. Any failure/ shortcoming by the Bidder shall not lead to bid rejection but a tool to improve its ESHS systems and process.

GEKAM POWER PRIVATE LIMITED



INVITATION FOR BIDS (IFB)

FOR

All Civil Works Comprising of River Diversion Works, Trench Weir, Intake, Feeder Channel, Desilting Tank, Head Race Tunnel, Surge Shaft, Penstock Civil Works, Power House Building, Tail Race Channel and Switchyard Civil Works, etc. for Rassing Hydropower Project (12 MW) in Laporiang Circle, Papumpare District, Arunachal Pradesh

(CIVIL PACKAGE)

Single-Stage: Two-Envelope Bidding Procedure

Gekam Power Private Limited

Registered Office: B Sector, Naharlagun, Arunachal Pradesh, India.

Email: gekampowerprivatelimited@gmail.com

(Open Competitive Bidding)

Contract title: All Civil Works Comprising of River Diversion Works, Trench Weir, Intake, Feeder Channel, Desilting Tank, Head Race Tunnel, Surge Shaft, Penstock Civil Works, Power House Building, Tail Race Channel and Switchyard Civil Works, etc. for Rassing Hydropower Project (12 MW) in Laporiang Circle, Papumpare District, Arunachal Pradesh.

IFB No: Rassing – CIVIL (Works) – 002

IFB issued on: 28th June 2024

Section 5: Bidding Forms for Price Bid

Volume numbe	Contents	Section No./ Name
Volume-1	Invitation for Bids	Section 0: Invitation for Bids
	Bidding Procedures and Bidding Forms	Section 1: Instructions to Bidders
		Section 2: Bid Data Sheet
		Section 3: Evaluation, Eligibility and Qualification Criteria
		Section 4: Bidding Forms for Technical Bid
		Section 5: Bidding Forms for Price Bid
	Employer's Requirements	Section 6: Employer's Requirements (the contents of this Section include by reference the contents of Volume-2 and Volume -3)
	Conditions of Contract and Contract Form	Section 7: General Conditions of Contract
		Section 8: Special Conditions of Contract
		Section 9: Contract Forms
Volume-2	Technical Specifications	Technical Specification for Civil Works
Volume-3	Drawings	Drawings – Civil Works

Letter of Price Bid

Note:

The Bidder must accomplish the Letter of Price Bid on its letterhead clearly showing the Bidder's complete name and address.

Date of this Bid submission: 15th July 2024 upto 1400 Hours (IST)

IFB No.: Rissing – CIVIL (Works) – 002

Package/ Contract title:

Civil Works Comprising of River Diversion Works, Trench Weir, Intake, Feeder Channel, Desilting Tank, Head Race Tunnel, Surge Shaft, Penstock Civil Structural Works, Power House Building, etc. (Civil Works Package) for Rissing Hydropower Project (12 MW) in Arunachal Pradesh

To:

Gekam Power Private Limited

Registered Office: Sector B, Naharlagun,
Arunachal Pradesh, India.

Email: gekampowerprivatelimited@gmail.com

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Document, including Addenda issued in accordance with Instructions to Bidders (ITB) 8.
- (b) We acknowledge that we have read and understand provisions of ITB 3 and comply with the same.
- (c) We offer to complete in all respect provision of all plant, materials and the performance of all required services, including design (to the extent applicable), procurement, quality assurance, construction, installation, erection, Tests on Completion, delivery, Tests after Completion, as applicable, and Completion of the Works and rectification of defects, in accordance with the plans, procedures, specifications, drawings, codes, and any other documents and provisions, as specified in and in conformity with the Bidding Document and our Technical Bid, for the Works under the Package/ Contract Title :
Civil Works Comprising of River Diversion Works, Trench Weir, Intake, Feeder Channel, Desilting Tank, Head Race Tunnel, Surge Shaft, Penstock Civil Structural Works, Power House Building, etc. (Civil Works Package) for Rissing Hydropower Project (12 MW) in Arunachal Pradesh
- (d) The total price of our Bid and the Goods and Service Tax (GST) applicable on the Price, excluding any discounts offered in item (e) below is the sum of

Total Bid Price:

Indian Rupees (Rs.) *[amount in figures]* *[amount in words]*

Total GST:

Indian Rupees (Rs.) *[amount in figures]* *[amount in words]*

The total bid price from the Summary of Bill of Quantities should be entered by the bidder above. Absence of the total bid price in the Letter of Price Bid may result in the rejection of the bid.

- (e) The discounts offered and the methodology for their application are as follows:
[insert discounts and methodology for their application if any]
- (f) Our Bid shall be valid for a the bid validity period as specified in ITB 20.1 of the BDS, days starts from the date fixed for the submission deadline in accordance with ITB 24.1, as may be extended from time to time, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- (g) If our Bid is accepted, we commit to obtain a performance security in accordance with the Bidding Document.
- (h) We understand that this bid, subject to further negotiations, if any, together with your written acceptance thereof included in your notification of award through the issuance of Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed.
- (i) We understand that you are not bound to accept the lowest evaluated cost Bid, the Most Advantageous Bid or any other Bid that you may receive.
- (j) We confirm and stand by our commitments and other declarations made in connection with the submission of our Letter of Technical Bid.
- (k) **(applicable only if the bidder is a Joint Venture as per Section 1 of RFB/ bidding document)** We have bid as a Joint Venture as per Section 1 of Bidding Document) and in accordance with Clause 2.1.3 of Section 3 we declare and confirm that all partners of the joint venture shall be liable jointly and severally for the execution of the contract in accordance with the contract terms, in the event of award on us.

Name of the Bidder: *[insert complete name of person signing the Bid]

Name of the person duly authorized to sign the Bid on behalf of the Bidder: **[insert complete name of person duly authorized to sign the Bid]

Title of the person signing the Bid: [insert complete title of the person signing the Bid]

Signature of the person named above: [insert signature of person whose name and capacity are shown above]

Date signed [insert date of signing] **day of** [insert month], [insert year]

*: In the case of the Bid submitted by joint venture specify the name of the Joint Venture as Bidder

**: Person signing the Bid shall have the power of attorney given by the Bidder to be attached with the Bid.

Price Schedules

PREAMBLE

General

1. The Price Schedules are divided into separate Schedules as follows:
Schedule No. 1: Schedule of Prices and Bill of Quantities
Schedule No. 2: Grand Summary
2. The Schedules do not generally give a full description of the works under each item. Bidders shall be deemed to have read the Employer's Requirements and other sections of the Bidding Document and reviewed the Drawings to ascertain the full scope of the requirements included in each item prior to filling in the rates and prices. The entered rates and prices shall be deemed to cover the full scope as aforesaid, including overheads and profit.
3. If Bidders are unclear or uncertain as to the scope of any item, they shall seek clarification in accordance with ITB 7 prior to submitting their bid.

Pricing

4. The units and rates in figures entered into the Price Schedules should be typewritten or if written by hand, must be in print form. Price Schedules not presented accordingly may be considered nonresponsive. Any alterations necessary due to errors, etc., shall be initialled by the Bidder. As specified in the Bid Data Sheet and Special Conditions of Contract, prices shall be subject to adjustment in accordance with to the Contract Agreement.
5. Bid prices shall be quoted in the manner indicated and in the currencies specified in the Instructions to Bidders in the Bidding Document. For each item, Bidders shall complete each appropriate column in the Price Schedule. Prices given in the Schedules against each item shall be for the scope covered by that item as detailed in Section 6 (Employer's Requirements) or elsewhere in the Bidding Document.
6. Payments will be made to the Contractor in Indian Rupees.
7. When requested by the Employer for the purposes of making payments or part payments, valuing variations or evaluating claims, or for such other purposes as the Employer may reasonably require, the Contractor shall provide the Employer with a breakdown of any composite or lump sum items included in the Schedules.

Bill of Quantities

8. **Objectives**
 - i. To provide sufficient information on the quantities of Works to be performed to enable Bids to be prepared efficiently and accurately; and
 - ii. When a Contract has been entered into, to provide a priced Bill of Quantities for use

in the periodic valuation of Works executed.

In order to attain these objectives, Works shall be itemized in the Bill of Quantities in sufficient detail to distinguish between the different classes of Works, or between works of the same nature carried out in different locations or in other circumstances which may give rise to different considerations of cost. Consistent with these requirements, the layout and the content of the Bill of Quantities shall be as simple and brief as possible.

9. General

- i. The Bill of Quantities (BOQ) shall be read in conjunction with the Instruction to Bidders (ITB), Conditions of Contract (COC), Employer's Requirements including Technical Specifications (TS) and Tender Drawings.
- ii. The quantities given in the BOQ are estimated and provisional, and are given to provide a common basis for bidding. The basis of payment will be the actual quantities of work ordered and carried out, as measured by the Contractor and verified by the Engineer and valued at the rates and prices in the Priced Schedule and Bill of Quantities, where applicable, and otherwise at such rates and prices as the Engineer may fix as per the terms of the Contract.
- iii. The rates and prices bid in the priced Bill of Quantities shall, except as otherwise provided under the Contract, include all Construction Equipment, labour, supervision, materials, erection, maintenance, insurance, profit, taxes and duties, together with all general risks, liabilities and obligations set out or implied in the Contract.
- iv. A unit rate or price shall be entered against each item in the priced Bill of Quantities and Schedule of Items. The cost of items against which the Contractor has failed to enter a unit rate or price shall be deemed to be covered by other rates and prices entered in the Price Schedule and Bill of Quantities.
- v. The whole cost of complying with the provisions of the Contract shall be included in the Items provided in the priced Bill of Quantities, and where no items are provided, the cost shall be deemed to be distributed among the rates and prices entered for the other items of works.
- vi. General directions and description of work and materials are not necessarily repeated nor summarized in the Bill of Quantities. References to the relevant sections of the Contract shall be made before entering prices against each item in the priced Bill of Quantities.
- vii. Provisional sums if included and so designated in the Bill of Quantities shall be expanded in whole or in part at the direction and discretion of the Engineer in accordance with the Contract.
- viii. The method of measurement of completed work for payment shall be in accordance with the Contract.

Schedules of Prices and Bill of Quantities

Schedule No. 1: Rates and prices for the works to be executed and performed at Site for Rassing Hydro Electric Project (12 MW) in Arunachal Pradesh under Civil Works Package.

S.No.	Item No. (Refer Technical Specifications)	Item of Work (for description, refer relevant clause in Technical Specifications)	Quantity	Unit	Unit Price ^b (In INR ^a)		Total Price ^b (In INR ^a)	Goods and Service Tax (GST) applicable on the Price	
					In Figures	In Words		In percent	Amount (In INR ^a)
								(%)	
1	2	3	4	5	7	8	9=4x7	10	11
A. River Diversion									
1	Chapter-17	Coffer Dam	2	No.					
2	Chapter-5	Open excavation	142.50	m ³					
3	Chapter-5	Rock excavation	625	m ³					
4	Chapter-12	PCC (M10)	70	m ³					
5	Chapter-12	Concrete (M25)	225	m ³					
6	Chapter-7	Compacted backfill	2200	m ³					
7	Chapter-16	Dewatering		LS					
8	Chapter-18	Slope Protection Works		LS					
		Sub Total							

Sl. No	Item No. (Refer Technical Specifications)	Item of Work (for description, refer relevant clause in Technical Specifications)	Qty	Unit	Unit Price ^b (In INR ^a)		Total Price ^b (In INR ^a)	Goods and Service Tax (GST) applicable on the Price	
					In Figures	In Words		In per cent	Amount (In INR ^a)
								(%)	
1	2	3	4	5	7	8	9=4x7	10	11
B. Trench Weir & Power Intake									
1	Chapter-5	Open excavation	1570	m ³					
2	Chapter-5	Rock excavation	14125	m ³					
3	Chapter-12	PCC (M10)	55	m ³					
4	Chapter-12	C.C Blocks for Protection Work (M15)	470	m ³					
5	Chapter-12	Concrete (M20)	490	m ³					
6	Chapter-12	Concrete (M25)	1210	m ³					
7	Chapter-18	RR Wall (1:4)	500	m ³					
8	Chapter-14	Reinforcement	115	MT					
9	Chapter-7	Compacted backfill	170	m ³					
10	Chapter-10	Boulder wire crates	160	m ³					
11	Chapter-7	Inverted Filter	390	m ³					
12	Chapter-12	Water Stop type (150 mm)	15	RM					
13	Chapter-12	Water Stop type (300 mm)	35	RM					
14	Chapter-18	Gabion wall	180	m ³					
15	Chapter-19	Non-embedded Metal works (Railings, Rung ladder, hatch cover, chequered plates etc.)	3	MT					
16	Chapter-19	Embedded Metal Works including anchorages	7	MT					
17	Chapter-16	Dewatering		LS					
		Sub Total							

Sl. No	Item No. (Refer Technical Specifications)	Item of Work (for description, refer relevant clause in Technical Specifications)	Qty	Unit	Unit Price ^b (In INR ^a)		Total Price ^b (In INR ^a)	Goods and Service Tax (GST) applicable on the Price	
					In Figures	In Words			
1	2	3	4	5	7	8	9=4x7	1	2
C. Feeder Channel									
1	Chapter-5	Open excavation	2200	m ³					
2	Chapter-5	Rock excavation	1350	m ³					
3	Chapter-12	PCC (M10)	50	m ³					
4	Chapter-12	Concrete (M25)	775	m ³					
5	Chapter-14	Reinforcement steel	95	MT					
6	Chapter-16	Dewatering		LS					
		Sub Total							

Sl. No	Item No. (Refer Technical Specifications)	Item of Work (for description, refer relevant clause in Technical Specifications)	Quantity	Unit	Unit Price ^b (In INR ^a)		Total Price ^b (In INR ^a)	Goods and Service Tax (GST) applicable on the Price	
					In Figures	In Words		In per cent	Amount (In INR ^a)
								(%)	
1	2	3	4	5	7	8	9=4x7	10	11
D. Desilting Tank and Silt Flushing Arrangement									
1	Chapter-5	Open excavation	25200	m ³					
2	Chapter-5	Rock excavation	15000	m ³					
3	Chapter-12	PCC (M10)	485						
4	Chapter-12	Concrete (M25)	2430	m ³					
6	Chapter-14	Reinforcement steel	200	MT					
15	Chapter-19	Steel pipe for Flushing & Spillway	734	RM					
16	Chapter-16	Dewatering		LS					
		Sub Total							

Sl. No	Item No. (Refer Technical Specifications)	Item of Work (for description, refer relevant clause in Technical Specifications)	Quantity	Unit	Unit Price ^b (In INR ^a)		Total Price ^b (In INR ^a)	Goods and Service Tax (GST) applicable on the Price	
					In Figures	In Words		In per cent	Amount (In INR ^a)
								(%)	
1	2	3	4	5	7	8	9=4x7	10	11
E. Head Race Tunnel									
1	Chapter-5	Open excavation	150	m ³					
2	Chapter-5	Rock excavation	280	m ³					
3	Chapter-6	Underground excavation	34550	m ³					
4	Chapter-12	PCC (M10)	120	m ³					
5	Chapter-12	Concrete (M25)	12200	m ³					
6	Chapter-12	Precast RCC sleepers	120	m ³					
7	Chapter-14	Reinforcement steel	60	MT					
8	Chapter-15	Fabrication & Erection of Steel Ribs	100	MT					
9	Chapter-8	Rock bolt including drilling	16500	RM					
10	Chapter-9	Shotcrete 75 mm thick	4500	m ²					
11	Chapter-9	Shotcrete 100 mm thick	3000	m ²					
12	Chapter-9 & 10	Shotcrete 150 mm thick with wire mesh	6900	m ²					
13	Chapter-11	Contact grouting	1000	Bags					
14	Chapter-11	Drilling for contact grouting	1000	RM					
15	Chapter-11	Consolidation grouting	4500	Bags					
16	Chapter-11	Drilling for consolidation grouting	2200	RM					
17	Chapter-16	Dewatering		LS					
		Sub Total							

Sl. No	Item No. (Refer Technical Specifications)	Item of Work (for description, refer relevant clause in Technical Specifications)	Quantity	Unit	Unit Price ^b (In INR ^a)		Total Price ^b (In INR ^a)	Goods and Service Tax (GST) applicable on the Price	
					In Figures	In Words		In per cent	Amount (In INR ^a)
								(%)	
1	2	3	4	5	7	8	9=4x7	10	11
F. Surge Shaft									
1	Chapter-5	Open excavation	200	m ³					
2	Chapter-5	Rock excavation	350	m ³					
3	Chapter-6	Underground excavation	820	m ³					
4	Chapter-12	Concrete (M25)	241	m ³					
5	Chapter-12	Precast RCC sleepers	5	m ³					
6	Chapter-14	Reinforcement steel	15	MT					
7	Chapter-15	Fabrication & Erection of Steel Ribs	15	MT					
8	Chapter-8	Rock bolt including drilling	640	RM					
9	Chapter-9 & 10	Shotcrete 100 mm thick with wire mesh	1055	m ²					
10	Chapter-11	Contact grouting	25	Bags					
11	Chapter-11	Drilling for contact grouting	25	RM					
12	Chapter-11	Consolidation grouting	250	Bags					
13	Chapter-11	Drilling for consolidation grouting	250	RM					
14	Chapter-11	Drilling for drainage hole	150	RM					
15	Chapter-19	300 mm dia. Air vent pipe with bends and fitting	35	RM					
16	Chapter-16	Dewatering		LS					
		Sub Total							

Sl. No	Item No. (Refer Technical Specifications)	Item of Work (for description, refer relevant clause in Technical Specifications)	Quantity	Unit	Unit Price ^b (In INR ^a)		Total Price ^b (In INR ^a)	Goods and Service Tax (GST) applicable on the Price	
					In Figures	In Words		In per cent	Amount (In INR ^a)
								(%)	
1	2	3	4	5	7	8	9=4x7	10	11
G. Penstock									
1	Chapter-5	Open excavation	5580	m ³					
2	Chapter-5	Rock excavation	290	m ³					
4	Chapter-12	Concrete (M10)	220	m ³					
4	Chapter-12	Concrete (M20)	1200	m ³					
6	Chapter-14	Reinforcement steel	50	MT					
7	Chapter-7	Compacted backfill	3900	m ³					
8	Chapter-11	Grouting		LS					
		Sub Total							

Sl. No	Item No. (Refer Technical Specifications)	Item of Work (for description, refer relevant clause in Technical Specifications)	Quantity	Unit	Unit Price ^b (In INR ^a)		Total Price ^b (In INR ^a)	Goods and Service Tax (GST) applicable on the Price	
					In Figures	In Words		In per cent	Amount (In INR ^a)
								(%)	
1	2	3	4	5	7	8	9=4x7	10	11
H. Power House, Tail Race Channel & Switchyard									
1	Chapter-5	Open excavation	19099	m ³					
2	Chapter-5	Rock excavation	7278	m ³					
3	Chapter-7	Compacted backfill	3653	m ³					
4	Chapter-12	PCC (M10)	922	m ³					
5	Chapter-12	Concrete (M25)	4265	m ³					
6	Chapter-12	Concrete in block-outs (M30)	210	m ³					
7	Chapter-14	Reinforcing Steel	485	MT					
8	Chapter-19	Structural Steel	50	MT					
9	Chapter-19	Rolling shutter	35	m ²					
10	Chapter-12	Water Stop type (300 mm)	100	RM					
11	Chapter-12	Water Stop type (150 mm)	50	RM					
12	Chapter-20	C.G. I Sheet	630	m ²					
13	Chapter-8	Rock bolt	200	RM					
14	Chapter-9 & 10	Shotcrete 100 mm thick with wire mesh	1000	m ²					
15	Chapter-19	Embedded Metal Work	2	MT					
16	Chapter-20	Brick Work (115 mm)	150	m ³					
17	Chapter-20	Brick Work (230 mm)	310	m ³					
18	Chapter-20	Cement Plaster	1520	m ²					
19	Chapter-20	Doors & Windows	100	m ²					
20	Chapter-20	Painting	1520	m ²					
21	Chapter-20	Quarry Tiles / Kota Stone	450	m ²					
22	Chapter-20	Ceramic Floor Tiles	200	m ²					
23	Chapter-20	Acid Resistant Floor Tiles	55	m ²					

24	Chapter-20	Skid resistant tiles	55						
25	Chapter-20	False Ceiling	60	m ²					
26	Chapter-19	Misc. Steel Works (handrail, safety chains etc.)	2	MT					
27	Chapter-21	Misc. Sanitary Fixtures (Geyser, Urinal, WC, Sink, Septic Tank, Soak Pit etc.)		LS					
28	Chapter-16	Dewatering		LS					
29	Chapter-19	Fencing	180	m					
30	Chapter-19	Gate for fencing	1	No.					
		Sub Total							

	TOTAL Column 9 and 11 to be carried forward to Schedule No. 2: Grand Summary			
	Name of Bidder			
	Signature of Bidder			

^a Specify in currency in accordance with ITB 19.1 of the BDS i.e., in Indian Rupee (INR).

^b Price for the items of works quoted in Column 7, 8 & 9 shall include all taxes, duties, levies, and charges payable in India or abroad but exclude the Goods and Service Tax (GST) payable in India on direct transactions between Employer indicated in Column 8 and 9 (in case of discrepancy, column 8 shall prevail).

Schedule No. 2: Grand Summary

Schedule No.	Title	Total Price ^a (In INR ^a)	Goods and Service Tax (GST) ^b applicable on the Price (indicated in Column 3) (In INR ^a)
(1)	(2)	(3)	(4)
1	Works to be executed and performed at Site for Rassing Hydropower Project (12 MW) in Arunachal Pradesh for Civil Works Package		
1.A	Coffer Dam/ River Diversion		
1.B	Trench Weir and Power Intake		
1.C	Feeder Channel		
1.D	Desilting Tank and Silt Flushing Arrangement		
1.E	Head Race Tunnel		
1.F	Surge Shaft		
1.G	Penstock		
1.H	Power House, TRC & Switchyard		

Grand Total to be carried forward to Letter of Price Bid		
---	--	--

Name of Bidder _____

Signature of Bidder _____

^a Specify in currency in accordance with ITB 19.1 of the BDS i.e., in Indian Rupee (INR).

^b Goods and Service Tax (GST) applicable may not be added to the contract price but included for bid evaluation in accordance with ITB 39.2.

GEKAM POWER PRIVATE LIMITED



INVITATION FOR BIDS (IFB)

FOR

All Civil Works Comprising of River Diversion Works, Trench Weir, Intake, Feeder Channel, Desilting Tank, Head Race Tunnel, Surge Shaft, Penstock Civil Works, Power House Building, Tail Race Channel and Switchyard Civil Works, etc. for Rassing Hydropower Project (12 MW) in Laporiang Circle, Papumpare District, Arunachal Pradesh

(CIVIL PACKAGE)

Single-Stage: Two-Envelope Bidding Procedure

Gekam Power Private Limited

Registered Office: B Sector, Naharlagun, Arunachal Pradesh, India.

Email: gekampowerprivatelimited@gmail.com

(Open Competitive Bidding)

Contract title: All Civil Works Comprising of River Diversion Works, Trench Weir, Intake, Feeder Channel, Desilting Tank, Head Race Tunnel, Surge Shaft, Penstock Civil Works, Power House Building, Tail Race Channel and Switchyard Civil Works, etc. for Rassing Hydropower Project (12 MW) in Laporiang Circle, Papumpare District, Arunachal Pradesh.

IFB No: Rassing – CIVIL (Works) – 002

IFB issued on: 28th June 2024

Section 6: Employer's Requirements

Volume numbe	Contents	Section No./ Name
Volume-1	Invitation for Bids	Section 0: Invitation for Bids
	Bidding Procedures and Bidding Forms	Section 1: Instructions to Bidders
		Section 2: Bid Data Sheet
		Section 3: Evaluation, Eligibility and Qualification Criteria
		Section 4: Bidding Forms for Technical Bid
		Section 5: Bidding Forms for Price Bid
	Employer's Requirements	Section 6: Employer's Requirements (the contents of this Section include by reference the contents of Volume-2 and Volume -3)
	Conditions of Contract and Contract Form	Section 7: General Conditions of Contract
		Section 8: Special Conditions of Contract
		Section 9: Contract Forms
Volume-2	Technical Specifications	Technical Specification for Civil Works
Volume-3	Drawings	Drawings – Civil Works

A. Scope of Supply of Works

The Scope of Works includes the construction of river diversion works, Trench Weir, Intake well, Feeder Channel, Desilting Tank with silt flushing pipes, Head Race Tunnel, Surge Shaft, Penstock Civil Structural Works, Power House Building, Tailrace Channel, Switchyard Civil Works, etc. as further detailed in the Technical Specifications and the Drawings.

B. Technical Specifications

The Technical Specifications are contained in Volume-II of Bidding Document. The contents thereof shall be deemed to be the contents of this Section (Employer's Requirements).

C. Drawings

The Drawings are contained in Volume-III of Bidding Document. The contents thereof shall be deemed to be the contents of this Section (Employer's Requirements).

D. SALIENT FEATURES

- 1. Name of the Project** : **Ressing HEP 12 MW**
- 2. Location**
 - (a) State : Arunachal Pradesh
 - (b) District : Papumpare
 - (c) Village : Ressing
 - (d) Circle : Sagalee
 - (e) Panchayat : Laporiang
 - (f) Access : 104 Km from Itanagar
: 95 Km from Naharlagun
- 3. GEOGRAPHICAL COORDINATES**
 - (a) **DIVERSION SITE (Trench Weir)**
 - Longitude : 93° 20' 18.03" E
 - Latitude : 27° 16' 0.95" N
 - (b) **Desilting Tank**
 - Longitude : 93° 20' 17.77" E
 - Latitude : 27° 14' 36.35" N
 - (c) **Surge Shaft**
 - Longitude : 93° 20' 17.77" E
 - Latitude : 27° 14' 36.35" N
 - (d) **Power House**
 - Longitude : 93° 20' 17.77" E
 - Latitude : 27° 14' 36.35" N
 - (e) Reference Toposheets : 83E/7 and 83E/11
(Survey of India)

4. Hydrology

(a)	Name of stream	:	Pare River
(b)	Catchment's area	:	118.63 sq.km
(c)	Maximum flood discharge (50 Years)	:	667.0 Cumecs
(d)	Maximum flood discharge (25 Years)	:	186.88 Cumecs
(e)	Type of stream	:	Perennial
(f)	90% Dependable Year	:	2011-12

5. Trench Weir and Intake Well

(a)	Type	:	Trench Weir
(b)	HFL at Weir	:	El. 1249.826 m
(b)	Bed Level	:	El. 1244.50 m
(c)	Size of Trench (2 Number)	:	16 m (long) x 2.50 m (wide)
(d)	Intake Well	:	Intake size 8.0 m x 5.0 m and located on left bank
(e)	Size of intake gate	:	2.50 m (W) x 2.50 m (H)

6. Feeder Channel

(a)	Shape	:	Rectangular
(b)	Material	:	R.C.C.
(c)	Size	:	2.40 m x 2.10 m
(d)	Length	:	124 m
(e)	Design discharge	:	13.82 Cumecs
(f)	Flow Velocity	:	3.199 m/s
(g)	Starting FSL	:	El 1244.05 m
(h)	End FSL	:	El 1243.25 m

7. Desilting Tank

(a)	Size of tank	:	Settling Length 31 m, width 15.0 m & depth 4.20 m
(b)	Transition length (upstream)	:	31.50 m

(c)	Material	:	R.C.C.
(d)	Particle size to be removed	:	0.25 mm
(e)	Design discharge	:	12.785 Cumecs
(f)	Size of Intake Pool	:	15 m x 8 m
(g)	Size and Length of Flushing Pipe	:	1000 mm dia 482 m long

8. Head Race Tunnel

(a)	Shape	:	Horse shoe
(b)	Material	:	R.C.C.
(c)	Diameter	:	3.50 m
(d)	Length	:	2412 m
(e)	Design discharge	:	11.75 Cumecs
(f)	Flow Velocity	:	1.16 m/s
(g)	Centre Line at Desilting Tank	:	El 1238.80 m
(h)	Centre Line at Surge Shaft	:	El 1229.00 m

9. Surge Shaft

(a)	Shape	:	Circular
(b)	Diameter	:	5.50 m
(c)	Length/ Height	:	25.20 m (Including Free board)
(d)	Free board	:	2.5 m
(e)	Thickness of lining	:	0.30 m
(f)	Maximum Surge Level	:	El 1249.95 m
(g)	Steady State Level	:	El 1242.20 m
(h)	Minimum down Surge Level	:	El 1233.75 m

11. Penstock Pipe

Main Penstock Pipe

(i)	No. of Main Penstock Pipe	:	1
(ii)	Length	:	318.10 m
(iii)	Diameter	:	2.50 m

- | | | | |
|------|--------------------------|---|----------------------|
| (iv) | Design discharge | : | 11.75 Cumec |
| (v) | Thickness of Steel Liner | : | 24 mm at power house |

Branched Penstock Pipe

- | | | | |
|-------|---------------------------|---|----------------------|
| (i) | No. of Main Penstock Pipe | : | 2 |
| (ii) | Length | : | 30.0 m |
| (iii) | Diameter | : | 1.80 m |
| (iv) | Design discharge | : | 5.875 Cumec (Each) |
| (v) | Thickness of Steel Liner | : | 20 mm at power house |

12. Power House

- | | | | |
|-----|--------------------------|---|---------------------|
| (a) | Type | : | Surface power house |
| (b) | Gross Head | : | 121.52 m |
| (c) | Design Head | : | 119.40 m |
| (d) | Installed Capacity | : | 2 x 6 MW |
| (e) | Size | : | 36.50 m x 20.10 m |
| (f) | Height | : | 26.37 m |
| (g) | Erection Bay Floor Level | : | El. 1125.78 m |
| (h) | Size of Erection Bay | : | 11 m x 15 m |
| (i) | Highest Flood Level | : | El. 1124.425 m |

13. Turbine

- | | | | |
|-----|----------|---|-------------|
| (a) | Type | : | Francis |
| (b) | Number | : | Two |
| (c) | Capacity | : | 6.0 MW each |

14. Type of Generator

- | | | | |
|-----|----------|---|-------------|
| (a) | Type | : | Synchronous |
| (b) | Nos. | : | 2 |
| (c) | Capacity | : | 6.0 MW each |

15. Tailrace Channel

- | | | | |
|-----|--------|---|---|
| (a) | Length | : | 15 m |
| (b) | Size | : | Two separate channels of size
2.40 m (W) × 3.33 m (D) merges
into 13 m × 3.33 m rectangular |

16. Switchyard & Transmission Line

- | | | | |
|-----|-----------------------------|---|-------------------|
| (a) | Switchyard type | : | Surface |
| (b) | Size of Switchyard | : | 62.50 m x 44.60 m |
| (c) | Capacity | : | 132/11 kV |
| (d) | Length of Transmission line | : | 20 Kms |
| (e) | Capacity | : | 132 kV |
| (f) | Joining Sub-Station | : | Sagalee |

E. Certificates

1. Form of Completion Certificate

Contract: *[insert name of contract and contract identification details]*

Date:

Certificate No.:

To: *[insert name and address of contractor]*

Dear Ladies and/or Gentlemen,

Pursuant to **GCC Clause 25** (Completion and Taking Over) of the General Conditions of the Contract entered into between yourselves and the Employer dated [. . . .*insert date*. . . .], relating to the [... *brief description of the Facilities*... ..], we hereby notify you that the following Works were complete on the date specified below, and that, in accordance with the terms of the Contract, the Employer hereby takes over the said Works, together with the responsibility for care and custody and the risk of loss thereof on the date mentioned below.

1. Description of the Works: *[.....description.....]*

2. Date of Completion: *[.....date.....]*

However, you are required to complete the outstanding items listed in the attachment hereto as soon as practicable.

This letter does not relieve you of your obligation to complete the execution of the Works in accordance with the Contract nor of your obligations during the Defect Liability Period.

Very truly yours,

[. . . Signature... ..]

Project Manager

F. Change Orders

(The Procedure and Forms related to Change Order included herein are suggestive and optional. The Procedure and Forms, if needed, shall be as finalised by the Project Manager)

1. Change Order Procedure

- 1.1 General
- 1.2 Change Order Log
- 1.3 References for Changes

2. Change Order Forms

- 2.1 Request for Change Proposal
- 2.2 Estimate for Change Proposal
- 2.3 Acceptance of Estimate
- 2.4 Change Proposal
- 2.5 Change Order
- 2.6 Pending Agreement Change Order
- 2.7 Application for Change Proposal

1. Change Order Procedure

1.1 General

This section provides samples of procedures and forms for implementing changes in the Works during the performance of the Contract in accordance with GCC Clause 39 (Change in the Works) of the General Conditions.

1.2 Change Order Log

The Contractor shall keep an up-to-date Change Order Log to show the current status of Requests for Change and Changes authorized or pending. Entries of the Changes in the Change Order Log shall be made to ensure that the log is up-to-date. The Contractor shall attach a copy of the current Change Order Log in the monthly progress report to be submitted to the Employer.

1.3 References for Changes

- (1) Request for Change as referred to in GCC Clause 39 shall be serially numbered.
- (2) Estimate for Change Proposal as referred to in GCC Clause 39 shall be serially numbered.
- (3) Acceptance of Estimate as referred to in GCC Clause 39 shall be serially numbered.
- (4) Change Proposal as referred to in GCC Clause 39 shall be serially numbered.
- (5) Change Order as referred to in GCC Clause 39 shall be serially numbered.

Note:

- (a) Requests for Change issued from the Employer's Home Office and the Site representatives of the Employer shall also have references:

Home Office
Site

- (b) The above number given should be the same for Request for Change, Estimate for Change Proposal, Acceptance of Estimate, Change Proposal and Change Order.

2. Change Order Form

2.1 Request for Change Proposal Form

[Employer's letterhead]

To: *[Contractor's name and address]*

Date:

Attention: *[Name and title]*

Contract Name: *[Contract name]*

Contract Number: *[Contract number]*

Dear Ladies and/or Gentlemen:

With reference to the captioned Contract, you are requested to prepare and submit a Change Proposal for the Change noted below in accordance with the following instructions within *[number]* days of the date of this letter *[or on or before (date)]*.

1. Title of Change: *[Title]*
2. Change Request No./Rev.: *[Number]*
3. Originator of Change:
Employer: [Name]
Contractor (by Application for Change Proposal No. [Number Refer to Annex 6.2.7])
4. Brief Description of Change: *[Description]*
5. Works and/or Item No. of Works related to the requested Change: *[Description]*
6. Reference drawings and/or technical documents for the request of Change:

<i>Drawing No./Document No.</i>	<i>Description</i>
7. Detailed conditions or special requirements on the requested Change: *[Description]*
8. General Terms and Conditions:
 - (a) Please submit your estimate showing what effect the requested Change will have on the Contract Price.
 - (b) Your estimate shall include your claim for the additional time, if any, for completing the requested Change.
 - (c) If you have any opinion that is critical to the adoption of the requested Change in connection with the conformability to the other provisions of the Contract or the safety of the Works, please inform us in your proposal of revised provisions.
 - (d) Any increase or decrease in the work of the Contractor relating to the services of its personnel shall be calculated.
 - (e) You shall not proceed with the execution of the work for the requested Change until we have accepted and confirmed the amount and nature in writing.

[Employer's name] [Signature]

[Name of signatory] [Title of signatory]

2.2 Estimate for Change Proposal Form

[*Contractor's letterhead*]

To: [Employer's name and address]

Date:

Attention: [Name and title]

Contract Name: [*Contract name*]

Contract Number: [*Contract number*]

Dear Ladies and/or Gentlemen:

With reference to your Request for Change Proposal, we are pleased to notify you of the approximate cost to prepare the below-referenced Change Proposal in accordance with GCC Subclause 39.2.1 of the General Conditions. We acknowledge that your agreement to the cost of preparing the Change Proposal, in accordance with GCC Subclause 39.2.2, is required before estimating the cost for change work.

1. Title of Change: [*Title*]
2. Change Request No./Rev.: [*Number*]
3. Brief Description of Change: [*Description*]
4. Scheduled Impact of Change: [*Description*]
5. Cost for Preparation of Change Proposal: [*insert costs, which shall be in the currencies of the contract*]

(a) Engineering

(Amount)

(b) Other Cost

Total Cost (a) + (b)

[*Contractor's name*] [*Signature*]

[*Name of signatory*] [*Title of signatory*]

2.3 Acceptance of Estimate Form

[Employer's letterhead]

To: [Contractor's name and address]

Date:

Attention: [*Name and title*]

Contract Name: [Contract name]

Contract Number: [Contract number]

Dear Ladies and/or Gentlemen:

We hereby accept your Estimate for Change Proposal and agree that you should proceed with the preparation of the Change Proposal.

1. Title of Change: [*Title*]
2. Change Request No./Rev.: [Request number/revision]
3. Estimate for Change Proposal No./Rev.: [Proposal number/revision]
4. Acceptance of Estimate No./Rev.: [Estimate number/revision]
5. Brief Description of Change: [Description]
6. Other Terms and Conditions: In the event that we decide not to order the Change accepted, you shall be entitled to compensation for the cost of preparing the Change Proposal described in your Estimate for Change Proposal mentioned in para. 3 above in accordance with GCC Clause 39 of the General Conditions.

[*Employer's name*] [*Signature*]

[*Name of signatory*] [*Title of signatory*]

2.4 Change Proposal Form

[Contractor's letterhead]

To: [Employer's name and address]

Date:

Attention: [Name and title]

Contract Name: [Contract name]

Contract Number: [Contract number]

Dear Ladies and/or Gentlemen:

In response to your Request for Change Proposal No. [Number], we hereby submit our proposal as follows:

1. Title of Change: [*Name*]
2. Change Proposal No./Rev.: [Proposal number / revision]
3. Originator of Change: Employer: [Name] / Contractor: [Name]
4. Brief Description of Change: [Description]
5. Reasons for Change: [Reason]
6. Works and/or Item No. of Works related to the requested Change: [Facilities]
7. Reference drawings and/or technical documents for the requested Change: [Drawing/Document No./Description]
8. Estimate of increase/decrease to the Contract Price resulting from the Change Proposal:

Amount

[*insert amounts in the currencies of the Contract*]

- a. Direct Material
- b. Major Construction Equipment
- c. Direct Field labour
- d. Subcontracts
- e. Indirect Material and Labour
- f. Site Supervision
- g. Head Office Technical Staff Salaries
- h. Extraordinary Cost (Computer, travel etc.)
- i. Fee for general administration
- j. Taxes and customs duties

Total Cost of Change Proposal

9. Additional time for Completion required due to Change Proposal
10. Effect on the Guarantees
11. Effect on the other terms and conditions of the Contract
12. Validity of this Proposal: within [Number] days after receipt of this Proposal by the Employer
13. Other terms and conditions of this Change Proposal:
 - (a) You are requested to notify us of your acceptance, comments or rejection of this detailed Change Proposal within [Number] days from your receipt of this Proposal.
 - (b) The amount of any increase and/or decrease shall be taken into account in the adjustment of the Contract Price.
 - (c) Contractor's cost for preparation of this Change Proposal: [.....insert amount. This cost shall *be reimbursed by the employer in case of employer's withdrawal or rejection of this Change Proposal without default of the contractor in accordance with GCC Clause 39 of the General Conditions*]

[Contractor's name] [Signature]
[Name of signatory] [Title of signatory]

2.5 Change Order Form

[*Employer's letterhead*]

To: [Contractor's name and address]

Date:

Attention: [Name and title]

Contract Name: [Contract name]

Contract Number: [Contract number]

Dear Ladies and/or Gentlemen:

We approve the Change Order for the work specified in the Change Proposal (No. [number]), and agree to adjust the Contract Price, Time for Completion, and/or other conditions of the Contract in accordance with GCC Clause 39 of the General Conditions.

1. Title of Change: [*Name*]
2. Change Request No./Rev.: [*Request number / revision*]
3. Change Order No./Rev.: [*Order number / revision*]
4. Originator of Change: Employer: [*Name*] / Contractor: [*Name*]
5. Authorized Price:
Ref. No.: [*Number*] Date: [*Date*]
Indian Rupees [*Amount*]
6. Adjustment of Time for Completion
None Increase [*Number*] days Decrease [*Number*] days
7. Other effects, if any

Authorized by: _____ Date: _____
Employer

Accepted by: _____ Date: _____
Contractor

2.6 Pending Agreement Change Order Form

[Employer's letterhead]

To: [Contractor's name and address]

Date:

Attention: [Name and title]

Contract Name: [Contract name]

Contract Number: [Contract number]

Dear Ladies and/or Gentlemen:

We instruct you to carry out the work in the Change Order detailed below in accordance with GCC Clause 39 of the General Conditions.

1. Title of Change: [*Name*]
2. Employer's Request for Change Proposal No./Rev.: [*number/revision*] dated: [*date*]
3. Contractor's Change Proposal No./Rev.: [number / revision] dated: [date]
4. Brief Description of Change: [Description]
5. Works and/or Item No. of Works related to the requested Change: [Facilities]
6. Reference Drawings and/or technical documents for the requested Change: [Drawing / Document No. / Description]
7. Adjustment of Time for Completion:
8. Other change in the Contract terms:
9. Other terms and conditions:

[*Employer's name*] [*Signature*]

[*Name of signatory*] [*Title of signatory*]

2.7 Application for Change Proposal Form

[Contractor's letterhead]

To: [Employer's name and address]

Date:

Attention: [Name and title]

Contract Name: [Contract name]

Contract Number: [Contract number]

Dear Ladies and/or Gentlemen:

We hereby propose that the work mentioned below be treated as a Change in the Facilities.

1. Title of Change: [*Name*]
2. Application for Change Proposal No./Rev.: [Number / revision] dated: [Date]
3. Brief Description of Change: [Description]
4. Reasons for Change:
5. Order of Magnitude Estimation (amount in the currencies of the Contract): [Amount]
6. Scheduled Impact of Change:
7. Effect on Guarantees, if any:
8. Appendix:

[*Contractor's name*] [*Signature*]

[*Name of signatory*] [*Title of signatory*]

G. Personnel Requirements

Using Form PER - 1 and PER - 2 in Section 4 (Bidding Forms for Technical Bid), the Bidder must demonstrate that it has personnel who meet the following requirements:

No specific requirement is applicable. The Bidder is required to complete the specified Forms with the details of Key Personnel he has with qualifications and experience commensurate with the requirement of successfully completing the Works in the event of award.

Using Form EXP-5 in Section 4 (Bidding Forms for Technical Bid), the Bidder must demonstrate that it has ESHS personnel who meet the following requirements:

No specific requirement is applicable. The Bidder is required to complete the specified Forms with the details of Key Personnel as determined by the ESHSMP and other safeguard management plans, commensurate with the requirement of successfully completing the Works in the event of award.

H. Equipment Requirements

Using Form EQU in Section 4 (Bidding Forms), the Bidder must demonstrate that it has the key equipment listed below:

No specific requirement is applicable. The Bidder is required to complete the specified Forms with the details of the key equipment he has with details thereof, commensurate with the requirement of successfully completing the Works in the event of award.

I. Environmental, Social, Health and Safety Management Requirement

1. Security Management

1.1 General

- (a) The Contractor shall assume responsibility for security of those parts of the Site on which the Contractor is required to undertake the Works, including, if applicable, any offices, accommodation and other facilities provided by the Contractor.
- (b) Unless otherwise stated in the Contract, the Contractor shall allow Authorised Persons access to, and shall be responsible for keeping unauthorised persons off, the Site.
- (c) Without prejudice to the right of the Authorised Persons to enter the Site, the Employer will, from time to time, provide the Contractor, for information purposes only, with the number of Authorised Persons and their names.
- (d) The Contractor shall provide necessary and appropriate safeguards within the Site for the protection of the Works and all persons and other property related thereto, including lights and barriers, guard service, controlled access and other measures developed or required to prevent vandalism, theft and accident.
- (e) The Contractor shall issue procedures for the security of the Works and to define actions to be followed by the Authorised Persons.

1.2 Security Management Plan

- (a) The Contractor shall prepare a comprehensive Security Management Plan, with respect to the Site, to be submitted for approval by the Employer.
- (b) The Security Management Plan shall define the required actions to be followed by the Authorised Persons with respect to the Site, including:
 - (i) procedures to define actions to be followed by the Authorised Persons;
 - (ii) procedures to define actions of guard services and security personnel while carrying out their work, including the area of their authority;
 - (iii) procedures and obligations of all Authorised Persons related to working and normal living situations;
 - (iv) organisation of all security personnel;
 - (v) Proposed methods of enforcement of security regulations regarding traffic, firearms possession, and access, as relevant;
 - (vi) Communications procedures for contacting external authorities;
 - (vii) Proposed Temporary Works and any Permanent Works to meet the security requirements, including security fencing and lighting;
 - (viii) Training requirements and proposed implementation.
- (c) To ensure compliance by the Contractor's Personnel with the Security Management Plan, the Contractor shall translate into the language(s) of the Country (and other languages as necessary) relevant parts of the final approved version of the Security Management Plan.

Any such translations shall be submitted to the Employer for information.

- (d) The Contractor shall report on the implementation, monitoring and performance of the Security Management Plan in each monthly progress report to the Employer.

1.3 Access to the Site

- (a) With respect to the Site, the Contractor shall not allow the ingress or egress of personnel, equipment, vehicles or material except at points designated and controlled by the Contractor.
- (b) The Contractor shall ensure, by means of an identification procedure, that access to the Site for personnel will be limited to the specific areas necessary for the performance of their respective duties. Authorised Persons shall be provided with permits to permit entry to such specific areas.

1.4 Site Rules

- (a) In respect of the Contractor's Personnel, the Contractor shall ensure that the following items and activities are not permitted within the Site:
 - guns or arms of any type;
 - drugs;
 - dwellings other than in designated accommodation areas;
 - gambling or political activities;
 - anti-social, discriminatory or harassing behaviour;
 - sleeping while at work;
 - attending work while under the influence of alcohol or drugs;
 - smoking in prohibited areas;
 - interfering with works and equipment of Other Contractors without prior consent;
 - entering or exiting out of scheduled hours without authorisation;
 - collecting money without authorisation;
 - hunting, fishing or setting traps in any areas within 20 km of any part of the Site without written authorisation by the appropriate Government Authority; and
 - cutting or removing trees, logs or forest products without authorization by the appropriate Government Authority
- (b) The Contractor shall ensure that Authorised Persons and any authorised visitors to the Site are advised that the above activities are not permitted within the Site.
- (c) The Contractor shall implement procedures that will detail the mechanisms to ensure compliance with the Site rules, including provision of environmental training in accordance with Clause 3.
- (d) Contractor's Personnel who break the Site rules may be dismissed at the request of the Employer

2. Health and Safety Management

2.1. General Requirements

This Clause 2 describes the Employer's minimum general health and safety requirements that shall be observed by the Contractor at all times, with a very high degree of diligence and care.

- (a) The Contractor shall, at its own cost, take full responsibility for:
 - (i) prevention of unhealthy or unsafe conditions and practices;
 - (ii) promotion, implementation and control of healthy and safe working procedures and practices for all phases of the Works;
 - (iii) provision of a safe working environment for the Contractor's Personnel, visitors, Employer's Personnel and, where relevant, the public; and
 - (iv) execution of the Works in a safe, workmanlike manner, in accordance with good safe working practices and in compliance with the requirements of the Contract.
- (b) Nothing specified in this Clause 2 shall relieve the Contractor of any health and safety obligations or responsibility required under the Contract or under applicable Laws.
- (c) The Contractor shall take all necessary health and safety precautions with respect to the Works in order to provide a safe environment for the Contractor's Personnel, the Employer's Personnel and other personnel, including the public.
- (d) If the required or approved safety measures have not been implemented, the Employer shall not be obliged to attend inspections of any working area at the Site, and any delay to the Works caused by the Contractor's breach of any health and safety obligations shall be the full responsibility of the Contractor.
- (e) If any underground works are required pursuant to the Contract, such underground works shall, at a minimum, comply with the requirements of Sub-Clause 2.7, the International Tunnelling Association (ITA) - Guidelines for Good Occupational Health and Safety Practice in Tunnel Construction, Best Industry Practice, and any other applicable standards with respect to health and safety.

2.2. Standards, Guidelines and Applicable Laws

With respect to health and safety for all aspects of the Works, the Contractor shall comply with all applicable Laws and Government Authority regulations, including the following:

- (a) ILO "Code of Practice: Safety and Health in Construction";
- (b) ILO "Training Manual: Safety, Health and Welfare on Construction Sites";
- (c) IFC "Performance Standards on Environmental and Social Sustainability";
- (d) IFC "Guidance Notes: Performance Standards on Environmental and Social Sustainability";
- (e) IFC "Environmental, Health and Safety (EHS) Guidelines"; and
- (f) Any other applicable legal requirements and guidelines enforced in the Country with

respect to health and safety.

2.3. Health and Safety Management

2.3.1 Health and Safety Policy

- (a) The Contractor shall, in the form of a health and safety policy statement ("**Health and Safety Policy**"), state its target, commitment and strategy with regard to safety aspects of the Contract.
- (b) The Health and Safety Policy prepared by the Contractor shall be signed by the chairman of the board of directors of the Contractor.
- (c) The Contractor's Health and Safety Policy shall be displayed in a prominent position within the Contractor's offices on the Site, and the Contractor shall implement and enforce the Health and Safety Policy throughout the term of the Contract.
- (d) The Health and Safety Management Plan described in Sub-Clause 2.3.3 shall be used as a means of implementing the Contractor's Health and Safety Policy.

2.3.2 Safety Personnel and Roles

- (a) The Contractor shall appoint personnel adequately experienced in health and safety management (the "**Safety Manager**"), licensed, certified and qualified according to nationally/ internationally recognized standards, to oversee and manage the health and safety aspects of the Construction of the Works on Site.
- (b) The Safety Manager shall be responsible for ensuring compliance with the Health and Safety Management Plan, applicable Laws and the requirements of the relevant Government Authorities, and for maintaining a safe working environment and prevention of accidents.
- (c) The Safety Manager shall be available on a 24-hour basis and shall carry out regular and random checks of all parts of the Site where the Contractor is undertaking activities pursuant to the Contract.
- (d) Particular attention shall be given by the Safety Manager to safety aspects such as lighting, handrails (especially around all dangerous openings, access stairs), toe plates, ventilation of enclosed spaces, removal of construction waste, orderly storing and stacking of construction equipment and materials, and general cleanliness of the Works.
- (e) The Safety Manager shall have the authority to stop work if the work is being carried out in an unsafe manner or method.

2.3.3 Health and Safety Management Plan

- (a) The Contractor shall prepare the Health and Safety Management Plan for the purposes of managing, monitoring, controlling and reporting the health and safety aspects on the Contract, and which shall address the matters described in this Sub-Clause 2.3.3.
- (b) Within twenty-eight (28) days of the Commencement Date and in any event prior to commencement of any part of the Works, the Contractor shall submit, for the Employer's

review and approval, the Health and Safety Management Plan.

- (c) For the purposes of the Health and Safety Management Plan, a reference to the Contractor includes the Contractor's Personnel, Subcontractors, advisors, consultants, vendors, suppliers and visitors or any other person or entity which is in relation with the Contractor.
- (d) The Health and Safety Management Plan shall cover and detail the following health and safety requirements as a minimum in order to comply with the requirements of the Contract, all applicable Laws and Best Industry Practice:
 - i. The Contractor's Health and Safety Policy, as required in accordance with Sub-Clause 2.3.1.
 - ii. List of relevant standards, Laws, and guidelines relevant to the Works, and all permits, approvals and licenses required to undertake activities with respect to the Works.
 - iii. Structure, roles and responsibilities of the Contractor's Personnel in charge of the health and safety aspects of the Works.
 - iv. Health and safety aspects relating to human resources, including the following:
 - Site safety induction and register of induction;
 - issue of a health and safety handbook to all Contractor's Personnel;
 - provision and maintenance of personal protective equipment;
 - communication;
 - health and safety training;
 - evacuation training;
 - procedure for ensuring the Contractor's Personnel are medically fit for work, including medical examinations, and hours of work; and
 - sanctions for not complying with health and safety requirements.
 - v. Risk assessment and management, including procedures for risks assessments and job safety analysis.
 - vi. Safety practices and procedures, in accordance with Sub-Clause 2.5.
 - vii. Accident, incident and emergency procedures, including the following:
 - investigation of incidents and injuries;
 - Emergency Response Plan; and
 - emergency equipment and rescue teams.
 - viii. Monitoring, review and reporting of performance of health and safety obligations, including the following
 - objectives, goals and performance indicators;
 - health and safety inspections;
 - internal and external audits;
 - corrective action and non-conformance reporting; and
 - reporting of health and safety performance.

- (e) The Contractor shall manage the implementation of the Health and Safety Management Plan and shall review the Health and Safety Management Plan on a regular basis. The Health and Safety Management Plan may be updated or revised, at the Contractor's cost, subject to the Employer's review and approval, or as instructed by the Employer in order to ensure that the Health and Safety Management Plan continues to provide appropriate guidance during the term of the Contract.
- (f) The Employer will monitor and review the Contractor's performance of its health and safety obligations and may undertake formal safety audits of the Contractor's performance of its health and safety obligations.

2.3.4 Health and Safety Handbook

- (a) The Contractor shall develop a health and safety handbook, at the same time as the Health and Safety Management Plan.
- (b) The health and safety handbook shall be a brief document which summarizes the key aspects of the health and safety induction, including the Emergency Response Plan, location of first-aid stations, medical clinic, health and safety personnel contact details, and significant hazards likely to be encountered on the Site.
- (c) A copy of the health and safety handbook shall be given to all Contractor's Personnel at their respective health and safety induction prior to their performance of any part of the Works.

2.3.5 Hazard Identification, Risk Assessments and Risk Control (HIRARC), and Job Safety Analysis (JSA)

- (a) The Contractor shall undertake hazard identification, risk assessments and risk control (HIRARC) of each aspect of the Works to identify all activities that are deemed to be of high safety risk.
- (b) For each high safety risk activity to be performed, the Contractor shall undertake and document a job safety analysis (JSA) before starting the relevant work. The job safety analysis shall be undertaken by the Safety Manager and relevant supervision staff with respect to the work for which the job safety analysis applies.
- (c) All job safety analyses shall be documented on a job safety analysis form to be provided by the Contractor and submitted to the Employer for review and approval. All completed job safety analysis forms shall be approved and signed by the Contractor's Safety Manager.
- (d) All job safety analyses shall consider the nature, timing, extent and conditions of the work activity being analysed, including whether the work is to be done at night, over multiple shifts, or under adverse weather conditions.
- (e) If any of the assumptions made with respect to an original job safety analysis change or are found to be inappropriate, the related work shall be suspended until the job safety analysis is reviewed, amended, approved and reissued. The work shall not resume until

the approved revised job safety analysis has been reissued.

2.3.6 Emergency Response Planning and Training

2.3.6.1 Emergency Response Plan

- (a) The Contractor shall, within twenty-eight (28) days from the Commencement Date, submit for the Employer's review and approval, a comprehensive emergency response plan (the "**Emergency Response Plan**"), in accordance with the requirements of the "Performance Standards on Environmental and Social Sustainability (2012)" published by the International Finance Corporation as well as in alignment with the Employer's Emergency Response Plan.
- (b) The Emergency Response Plan shall be revised and/or updated as necessary to reflect any relevant changed circumstances at the Site, or, without relieving the Contractor of any of its obligations or responsibilities under the Contract, as instructed by the Employer. Revisions and/or updates of the Emergency Response Plan shall be submitted no later than twenty-eight (28) days from the date of identification of relevant changed circumstances at the Site or from the date of the Employer's instruction.
- (c) The Emergency Response Plan shall detail procedures and plans the Contractor intends to implement with respect to managed responses to emergency situations at the Site, and shall demonstrate that the Contractor has the facilities and personnel required to implement the approved Emergency Response Plan.
- (d) The Emergency Response Plan shall address the following incident categories:
 - i. health emergencies (including epidemics);
 - ii. medical emergencies;
 - iii. rescue procedures;
 - iv. evacuation procedures, (medical emergency, civil unrest and other emergency incidents);
 - v. failure of or damage to any part of the Works;
 - vi. fires and firefighting;
 - vii. natural disasters (including floods, earthquakes, etc.);
 - viii. environmental emergencies (including, pollution of waterways, spillage of hazardous materials, etc.);
 - ix. biological or radiological hazards;
 - x. major disruptions or failure to communications, hardware, software, and other business related aspects of the Site
- (e) The Emergency Response Plan shall include the following:
 - (i) emergency response organization (chain of command and reporting), including all relevant position titles and contact details;
 - (ii) procedures for immediate actions;
 - (iii) procedures for follow-up, corrective and mitigation actions;

- (iv) complete lists of relevant equipment available for use in emergency situations;
 - (v) procedures for reporting incidents to the Employer, the relevant Government Authority, including local authorities, as applicable;
 - (vi) procedures for informing the local population in cases of release of hazardous substances and/or pollutants;
 - (vii) procedures for reporting irregular events and near-misses; and
 - (viii) programme for training of designated emergency response staff.
- (f) The Contractor shall be responsible for the proper instruction and training of the Contractor's Personnel with respect to the Contractor's obligations and the requirements of the Emergency Response Plan.
- (g) The Contractor shall have the ultimate responsibility, in the event of an emergency situation, for properly stopping the work activities at the affected areas of the Site, and, under the Contractor's supervision, the subsequent evacuation of all affected personnel to a designated (and pre-defined) safe assembly location. The Contractor shall also be responsible for the undertaking and recording of head-counts of the Contractor's Personnel following any such evacuation.

2.3.6.2 Emergency Response Training

- (a) The Contractor shall perform, in conjunction with the Employer, emergency response training drills as frequently as specified in the approved Emergency Response Plan.
- (b) Each emergency response training drill shall be monitored and recorded by the Contractor. Any discrepancies or non-compliances with the relevant emergency response procedure shall be identified, documented and analysed by the Contractor.
- (c) The Contractor shall prepare and submit to the Employer a detailed report on each emergency response training drill. Such reports shall detail any non-compliances with the relevant emergency response procedure, including any related corrective and/or preventive actions to be taken with respect to such non-compliances. Preventive actions may include appropriate amendments to the relevant emergency response procedure and/or additional training of the Contractor's Personnel.

2.3.6.3 Emergency Response Equipment

- (a) Emergency response equipment to be provided by the Contractor shall include all equipment needed for the prevention, detection, mitigation, recovery and rescue associated with emergency response situations, and includes personal protective equipment and other safety equipment related with the working areas and types of work performed by the Contractor at the Site.
- (b) The Contractor shall identify the Emergency Response Equipment of their Employer to respond to any emergency situation, when required. The identification of necessary on-site emergency equipment of the Employer shall be undertaken while preparing the Emergency Response Plan by the Contractor.

- (c) The Contractor shall ensure that all emergency response equipment is regularly tested, always in working condition, and that the Contractor's Personnel are trained and, as applicable, certified in the use of such equipment.

2.3.6.4 Emergency Response Teams

- (a) Prior to the commencement of construction, the Contractor shall train identify and designate contractor's personnel for Emergency Response Team. E-emergency response team members shall be fully trained and capable to render assistance after emergency incidents or accidents at the Site.
- (b) The emergency response teams shall be organized such that a sufficient number of emergency response team members are available to respond to any emergency situation at any time. The emergency response teams shall be available and effective for the whole duration of the Works. The members of the emergency response teams shall be instructed and trained for their task by qualified and experienced trainers. Each emergency response team member shall be appropriately trained and skilled in giving first-aid, utilizing medical appliances for artificial respiration, utilizing firefighting equipment, and shall possess a good knowledge of the Site.
- (c) The Contractor shall submit the details of the proposed emergency response team organisation to the Employer for its review and approval.

2.3.7 Health and Safety Inspections

- (a) The Safety Manager shall make at least one health and safety inspection per week on the Contractor's work on Site and report thereon to the Employer. The Employer, acting alone or jointly with the Contractor, may also make health and safety inspections of the Contractor's Site works at any time.
- (b) Any non-compliances with the health and safety requirements of the Contract that are detected during health and safety inspections shall be documented and informed to the Employer, and corrected by the Contractor as soon as possible or by any specific deadline instructed by the Employer.

2.3.8 Health and Safety Audit

- (a) Audits shall be undertaken to confirm the Contractor's compliance with the health and safety requirements of the Contract, and particularly the Health and Safety Management Plan.
- (b) The Contractor shall conduct internal health and safety audits on the Site, in accordance with the Health and Safety Management Plan.
- (c) The health and safety audits shall be in addition to the health and safety inspections carried out in accordance with Sub-Clause 2.3.7 above.
- (d) The Employer may perform up to two external audits per year of the health, safety and environmental aspects of the Works. The first external audit will be performed any time

after the commencement of the Contractor's works at the Site.

- (e) All non-conformities found during the conduct of internal and external audits of the health and safety aspects of the Works shall be documented and corrected by the Contractor as soon as possible or by a reasonable deadline set by the Employer.

2.3.9 Accidents and Incidents

- (a) The Contractor shall develop an accident and incident reporting and investigation procedure as part of the Health and Safety Management Plan or alternatively adopt the accident and incident reporting procedure of the Employer.
- (b) The Contractor shall provide a comprehensive report to the Employer with respect to each.
- (c) The Contractor shall prepare and maintain at the Site, an accident and incident report book. Such report book shall be available for inspection at all reasonable times by the Employer.
- (d) The Contractor shall, in addition to providing accident and incident reports to the Employer, provide details to the Contractor's Personnel of all serious accidents or incidents with respect to the Works.

2.3.10 Health and Safety Reporting

- (a) The Contractor shall provide the following information on a weekly and monthly basis as part of the weekly and monthly progress reports to the Employer:
 - (i) number of hours actually worked by the Contractor's Personnel;
 - (ii) number working days lost due to injury;
 - (iii) number and nature of lost time injuries;
 - (iv) accident frequency and accident severity rates;
 - (v) number and nature of any near misses;
 - (vi) current status of any injured personnel, damaged property or environmental damage;
 - (vii) Status of the implementation and outcomes of corrective and/or preventive actions undertaken as a result of health and safety inspections, risk assessments, audits, or investigations of any accidents or incidents; and
 - (viii) Status of health and safety audits undertaken and audit reports.
- (b) The Contractor shall report all accidents and incidents to the Employer as soon as possible following any accident or incident occurring at the Site or in connection with the Works. The initial report shall be provided to the Employer not more than two (2) hours following the respective accident, incident or serious near miss. The Contractor's initial report shall be followed by a formal accident/incident investigation report, in a format acceptable to the Employer, within twenty-four (24) hours of occurrence of any accident or incident. Subsequent more detailed reports may be required by the Employer depending on the nature or seriousness of the accident or incident.

- (c) In the event of any serious or fatal accident, the Contractor shall, in addition notify the Employer immediately. The Contractor shall also leave unchanged the conditions existing at the place of the accident so that the relevant Government Authorities may proceed with their investigations to ascertain the causes of the accident and carry out any of their statutory duties.
- (d) The Contractor shall maintain records and make reports concerning health, safety and welfare of persons, and damage to property, as the Employer may reasonably require.

2.4. Health and Safety Obligations for Personnel

2.4.1 Health and Safety Induction

- (a) The Contractor shall provide to all Contractor's Personnel, the Employer's Personnel and any other personnel attending the Site, a formal health and safety induction briefing. The health and safety induction brief shall be provided by the Contractor's Safety Manager or an appropriately skilled and qualified Contractor's Personnel. Participation in a health and safety induction briefing shall be a prerequisite for access to the Site by any person.
- (b) The health and safety induction briefing shall be a formal presentation, of the health and safety practices and procedures that must be understood and followed by all personnel at the Site.
- (c) The Contractor shall maintain, at the Site, attendance records for each health and safety induction conducted by the Contractor. Such induction records shall be available for inspection by the Employer at all reasonable times.

2.4.2 Health and Safety Training

- (a) The Contractor shall be responsible for the health and safety of the Contractor's Personnel and shall ensure that all the Contractor's Personnel on the Site are adequately trained to undertake their respective tasks. As part of this process, the Health and Safety Management Plan shall incorporate a health and safety training plan for the Contractor's Personnel. The health and safety training plan shall also include a training register, including health and safety training, equipment operator training, and other relevant training required to undertake the Works.
- (b) Specific health and safety training shall include the following:
 - (i) First-Aid Training - each foreman or work crew leader in control of twenty (20) or more workmen shall be trained in first-aid, and shall possess a certificate to that effect, within three (3) months of appointment.
 - (ii) Toolbox Talks –the Contractor shall implement regular “toolbox” information sessions with the Contractor's Personnel to provide information and training with respect to specific hazards related to the Works.
 - (iii) Training Handouts –in addition to the Health and Safety Handbook, the Contractor shall provide the Contractor's Personnel with training handouts that provide information on specific hazards related to the Works.

2.4.3 Health, Medical and First-Aid Facilities

- (a) The Contractor shall rely on the Site welfare and health and medical facilities arranged by the Employer as necessary for the duration of the Works .
- (b) The Contractor shall have own first aid kits available at the site in the numbers as required by regulations.

2.4.4 Contractor's Health and Safety Obligations

- (a) The Contractor shall be responsible for the safety of all the Contractor's Personnel and other persons authorized to access the Site, and shall take all reasonable measures necessary to ensure the health and safety of such personnel, including the following:
 - (i) Provision of appropriate safety and emergency regulations for the prevention of fire, gas leakage, traffic accidents, etc.
 - (ii) Provision of personal protective equipment pursuant to Sub-Clause 2.4.5 below.
 - (iii) Provision of first-aid kits at all working areas at the Site.
 - (iv) Provision of secure and safe access-ways to any part of the Site, including temporary roadways, footways, guards and fences as may be necessary for the protection of owners and occupiers of adjacent property, the public and others.
 - (v) Provision and maintenance of suitable lighting to ensure that relevant working and transit areas of the Site are adequately illuminated at all times.
 - (vi) Housekeeping of all work and transit areas to keep such areas free from all dangerous structures or hazards, waste, pollutants or other similar substances.
 - (vii) Provision of appropriate warning signs and notices, in English and the language(s) of the Country, in appropriate locations and quantities, with respect to any hazards or dangers that may exist at particular areas of the Site.
- (b) The Contractor shall ensure that all the Contractor's Personnel are fully conversant with the Contractor's health and safety obligations and requirements under the Contract and with respect to the applicable Laws.

2.4.5 Provision of Personal Protective Equipment

- (a) Approved safety equipment shall be worn by all persons at all times whilst at the Site and in the vicinity of any work activity.
- (b) The Contractor shall provide appropriate and well maintained personal protective equipment (PPE) to all personnel authorized to be in the vicinity of the Contractor's work activities at the Site. Such personnel shall include the Contractor's Personnel, the Employer's Personnel and authorized visitors to the Site. PPE to be issued to each person shall be appropriate to the work activities being undertaken and role and proximity to such work activities.
- (c) Personal protective equipment to be provided by the Contractor shall include the following:
 - a. high visibility, reflective vest or shirt;

- b. safety helmet (to BS EN 397);
 - c. safety footwear - rubber or leather boots or shoes with protective steel toe caps and steel sole inserts, or FRP toe for electricians (to BS EN ISO 20345);
 - d. ear protectors (to BS EN 352 or equivalent);
 - e. dust masks;
 - f. safety gloves (in accordance with the activities to be performed);
 - g. sun block protection for all surface workers exposed to daily UV radiation;
 - h. insect repellent;
 - i. mosquito netting for sleeping accommodation;
 - j. safety goggles with UV and impact protection (dark lenses for daytime use), to BS EN 165, BS EN 166, BS EN 167, BS EN 168, BS EN 169 as relevant
 - k. if applicable to the Works, dust masks and respirators with filters, in accordance with the pollutants existing at the jobsite (to BS EN 149, BS EN 405, BS EN 140, BS EN 146, BS EN 136 as relevant);
 - l. if applicable to the Works, ropes, slings, pulleys, fall arrest systems, harnesses and other lifting tackle.
- (d) All personal protective equipment shall be of certified quality, and in accordance with the relevant specified Standard or equivalent.
- (e) Personal protective equipment shall always be kept in good working condition and replaced when damaged or no longer effective. Without prejudice to the Contractor's obligations relating to health and safety, if so requested by the Employer, the Contractor shall promptly replace any safety equipment that has become worn, broken or damaged in any way.
- (f) The Contractor shall provide personnel with appropriate training in the use of all relevant personal protective equipment before such personnel shall be permitted to enter working areas at the Site. The Contractor shall also enforce the use of personal protective equipment and compliance with all relevant standards of the Country with respect to health and safety.
- (g) In addition to the above requirements for personal protective equipment, particular parts of the Works may require the use of other specific personal protective equipment in accordance with the job safety analysis done by the Contractor with respect to such parts of the Works, and shall include:
- i. Vibration - exposure to hand/arm vibration or whole body vibration shall be controlled by the choice of equipment, installation of dampening pads or devices, and by limiting the duration of exposure. Limits for vibration, duration and the action values shall be in accordance with those published by ACGIH (*American Conference of Governmental Industrial Hygienists*).
 - ii. Chemical hazards –exposure to chemical hazards shall be minimized by the use of alternative materials or by the implementation of measures to avoid or control the use and release of chemicals into the working environment. Where chemical

- hazards or irritants or toxic substances may come in contact with the skin or clothing, the Contractor's Personnel shall be provided with and shall wear appropriate protective clothing, gloves, aprons, splash suits, face shields, goggles, etc.
- iii. Welding and hot-work - Contractor's Personnel involved with welding or hot-work shall be provided with and shall wear appropriate protective clothing, gloves, welder goggles, etc. A welding and/or hot-work permit system shall be implemented and enforced.
 - iv. Working at heights - Contractor's Personnel working on steep slopes or otherwise subject to possible falls from height shall be provided with fall prevention/protection measures, which shall include the installation of guardrails, mid-rails and toe boards; proper use and training in the use of scaffolding and ladders; and the use of full body safety harness with shock absorbing lanyards, restraints or lifelines.
 - v. Working in confined spaces - Contractor's Personnel working in confined spaces shall have been inducted in the safety procedures required for working in confined spaces and shall, if necessary, be issued with additional communication and personal protective equipment, such as hand-held torches, pit-light helmets, noxious gas detection devices, breathing apparatus, two-way radios, a supply of drinking water and first-aid kits.
- (h) Some occupations and activities (such as office administrative personnel and visitors) may not require the use of some or all of the aforesaid personal protective equipment. In such cases, any exemption from any use of personal protective equipment shall be notified by the Contractor and approved by the Employer.
- (i) If the Contractor fails to provide the requisite personal protective equipment to the personnel on the Site, the Employer may elect to do so, on the Contractor's behalf, and the cost of procuring such equipment shall be a debt recoverable from the Contractor.

2.4.6 Roster of Workers

The Contractor shall maintain at the Site, an up-to-date roster (list) of all of the Contractor's Personnel with the following information for each individual:

- name;
- identification card number;
- age;
- position or job assigned;
- starting date;
- area where working; and
- health and safety induction training course certificate number

2.4.7 Coordination with Employer's Personnel

The Contractor shall coordinate the participation of the Employer's health and safety personnel in all agreed joint inspections to be made by the Contractor and Subcontractors of their respective working areas at the Site.

2.4.8 Transport of Labour

- (a) The Contractor shall provide and be responsible for the safe vehicular transport of all the Contractor's Personnel between the Contractor's accommodation areas and/or established collection points and work areas at the Site, and vice versa.
- (b) The Contractor shall provide sufficient transport, properly fitted out for the safe transport of the Contractor's Personnel in a form acceptable to the Employer.
- (c) The transport shall provide for safe entry and egress, prevent persons jumping or climbing over the sides of transport, and shall be fitted with seating for all personnel being transported. Under no circumstances shall the Contractor's Personnel be transported on flatbed trucks, dump trucks, rail or similar vehicles which do not comply with the requirements of this Sub-Clause 2.4.8.
- (d) Weatherproof covers shall be available for use at all times on the personnel transport vehicles.
- (e) The Contractor shall prevent overloading of personnel transport vehicles, and suitable crush barriers shall be provided at main loading and unloading points.

2.4.9 Intolerable Acts and Replacement of Unsatisfactory Personnel

- (a) The Contractor's Personnel at the Site shall comply with the requirements of the Contract with respect to health and safety, and in particular the specific requirements of Sub-Clause 2.5 below.
- (b) The Contractor shall remove immediately from the Site any of the Contractor's Personnel who do not comply with the health and safety requirements of the Contract, do not have the necessary skills for the assigned tasks, whose conduct is detrimental to the performance of the Works, or whose behaviour is detrimental to his own safety or the safety of other personnel on the Site.

2.5. Safe Work Practices and Procedures

2.5.1. General

- (a) The Contractor shall develop and update as necessary a set of safety procedures and practices ("**Safety Practices and Procedures**") that shall be submitted for the Employer's review and approval. The Safety Practices and Procedures shall form part of the Health and Safety Management Plan.
- (b) The Safety Practices and Procedures shall include the necessary forms to be completed for various events, and shall include the following:
 - (i) Safety training, including health and safety induction processes, communication

- policies, specific safety training, training registers, and use of personal protective equipment.
- (ii) Emergency Response Plan and procedures, including first-aid and medical facilities, fire prevention and fire-fighting, responses to hazardous material spills, emergency responses and evacuations.
 - (iii) Reporting and formal investigation of near misses, incidents and accidents.
 - (iv) The storage, transport, handling, use and spill prevention of hazardous materials, such as radioactive material, chemicals, flammable materials, gas bottles, wastes and residues, oil, filters, fuel, and any other materials that may cause injury, illness or require special personal protective equipment.
 - (v) Working at height, the use, maintenance and storage of lifting and rigging equipment, elevated work platforms suspended from cranes (particularly work baskets and work buckets), and assembly and disassembly of scaffolding.
 - (vi) Working in a confined space.
 - (vii) Use, inspection, maintenance and lock-out/tag of electrical systems and appliances, hand tools and machinery.
 - (viii) Driving/operation, maintenance and traffic management of vehicles, construction equipment, and machinery, including pre-start checklists, inspection, operation, maintenance and control of vehicular movements.
 - (ix) Operation of fixed and mobile cranes.
 - (x) Permits to work.
 - (xi) Hot-work, including welding work.
 - (xii) Safety aspects related to supply, operation and maintenance of the Site facilities, including security and access and access control through means of identification cards, site passes, security checks, booking systems, potable water, chemical toilets and overall health, welfare and hygiene of personnel.
- (c) The Safety Practices and Procedures shall be taught to the Contractor's Personnel during safety induction, toolbox talks, safety presentations, work method statements, and supervisors' instructions.

2.5.2. Health and Safety Work Permits

- (a) A health and safety work permit system, designed to protect the Contractor's Personnel, the environment and the Works, shall be developed to the satisfaction of Employer and implemented by the Contractor.
- (b) Health and safety work permits shall be completed prior to undertaking the relevant work, to ensure that the work is undertaken by adequately trained personnel, with correct equipment, is planned and carried out to appropriate safe methods, and with a specific emergency procedure.
- (c) Health and safety work permits may be required with respect to applicable Laws, or where

the Contractor deems the activities to be high risk and/or warrants a work permit to control the work activity, in accordance with the Health and Safety Management Plan.

(d) Unless otherwise agreed with the Employer, health and safety work permit requirements shall be applied for the following work activities:

- i. heavy lifts and lifts in tandem;
- ii. entry into confined spaces;
- iii. hot-work;
- iv. energizing of electrical equipment;
- v. work at heights; and
- vi. handling of radioactive material and work with radiography and gamma radiography.

2.5.3. Areas and Zones

- (a) The Contractor shall install hard protections, fences or other equivalent equipment at working areas on the Site whenever working in excavations, lifting maneuvers, working at heights, and at working areas where any hazardous activities are being carried out.
- (b) The protections and fences erected by the Contractor shall restrict unauthorized access into these working areas. In such working areas, the Contractor shall establish a procedure to ensure that persons entering the relevant working area have been adequately informed of the particular hazards of the working area, and are adequately protected from those hazards.

2.5.4. Excavations

- (a) Before proceeding with any excavations or trenches, the Contractor shall investigate and establish if any of the following exist in the ground:
 - buried or underground pipelines;
 - components of cathodic protection systems, earthing grids and others;
 - sewer pipes and conduits; or
 - buried electric cables.
- (b) The Contractor shall ensure that all excavations on the Site are adequately barricaded, shored and protected to ensure the safety of personnel working in and around the excavation, and in accordance with any requirements of applicable Laws

2.5.5. Lighting and Power

2.5.5.1 General

All lighting and power circuits shall be fitted with earth-leakage protection facilities. Any circuit where the earth-leakage protection facility is malfunctioning shall be repaired immediately or removed from the relevant working area.

2.5.5.2 Lighting

The Contractor shall provide and maintain, during the execution of the Works, adequate lighting systems for the working and transit areas, as approved by the Employer.

2.5.5.3 Electrical

- (a) All equipment and appliances shall be electrically earthed, and the effectiveness of such earthing shall be periodically checked by the Contractor's specialized personnel.
- (b) Energised electrical equipment, appliances and circuits shall be clearly labelled with warning signs.
- (c) Locking-out and tagging-out devices shall be used during servicing or maintenance of electrical facilities.
- (d) All electrical leads, cables and hand-held power tools shall be checked regularly for frayed and exposed cables and replaced if damaged.
- (e) Electrical leads, cables, extension leads, junction boxes and distribution boxes shall be protected from damage, including damage from traffic, and replaced if damaged.
- (f) The Contractor shall give at least fourteen (14) days' notice to the relevant local electricity authority with a copy of the notice to the Employer, before starting any work under any overhead power lines, with consideration given to the possible revision to the route of the work or method, to avoid works under overhead power lines. This revision shall be subject to the approval of the Employer which shall not be unreasonably withheld. If the option of revision of the route is not viable, then investigation into the possible temporary disconnection of electricity supply shall be considered. If this option is not viable, then provision shall be made to ensure that all equipment that can extend to exceed the safe working headroom is fitted with limiters that will provide safe working headroom, or other alternatives shall be investigated
- (g) Where electrical detonator blasting is used, equipment shall be installed to control possible electric discharges in the ground due to storms or electrical motors. Whenever electrical discharges are experienced which could affect the safety grade of detonators, electrical detonator blasting operations shall be suspended and fuse blasting shall be used instead.

2.5.6. Fire Precautions

- (a) The Contractor shall develop and implement appropriate fire prevention measures for all relevant areas of the Works.
- (b) The Contractor shall provide, equip and maintain adequate fire-fighting facilities, including fire extinguishers, and associated trained fire-fighting personnel for all relevant areas of the Works.

2.5.7. Hazardous Materials

2.5.7.1 Hazardous Equipment and Materials

- (a) The Contractor shall prepare and implement an appropriate code of practice for identification, recording and handling of all hazardous equipment and materials to be brought to and used on the Site.
- (b) The Contractor shall identify and keep records of all hazardous equipment and materials at the Site during performance of the Works. Newly created hazards or new hazardous equipment or materials brought to the Site shall be added to the record. The Employer shall be granted access to such records at all reasonable times.
- (c) The Contractor shall regularly check the storage areas for Contractor's Equipment, transport vehicles and hazardous materials, for spillages and leaks. The Contractor shall make adequate provisions, to the satisfaction of the Employer, to prevent spillages of hazardous materials from entering natural water-courses or areas outside the Site.

2.5.7.2 Storage of Hazardous Materials, including Flammable Materials, Liquids and Gases

- (a) The storage of hazardous materials, including flammable materials, liquids and gases, shall be in accordance with the requirements of Sub-Clause 3.9.
- (b) The Contractor shall manage all spoil disposal areas in accordance with the environmental management requirements of the Contract, taking into account the following specific requirements:
 - (i) Incorporation of the most appropriate stabilization techniques at each spoil disposal site.
 - (ii) Except where specifically approved by the Employer, before using the relevant spoil disposal site, the top-soil at such site shall be stripped and stockpiled for future landscaping use by the Contractor after closure of the spoil disposal site.
 - (iii) For each spoil disposal site, preparation of a site specific environmental management plan for monitoring and management of the environmental impacts on the site.
 - (iv) Except where specifically approved by the Employer, when a spoil disposal area is closed, the Contractor shall stabilize the spoil disposal area with grass, vegetation and permanent drainage.
- (c) A report on environment management and monitoring for each spoil disposal site shall be prepared by the Contractor and submitted to the Employer.

2.6. Quarries and Borrow Areas

- (a) The Contractor shall manage all quarry and borrow areas in accordance with the environmental management requirements of the Contract, taking into account the following specific requirements:
 - i. The size of each quarry and borrow area shall be kept to the minimum absolutely necessary for the extraction of the material needed for the Works.
 - ii. For each quarry and borrow site, preparation of a site specific environmental management plan for monitoring and management of the environmental impacts on the site.

- iii. When each quarry and borrow site is closed, the site shall be rehabilitated to re-establish vegetation, natural water-courses and drainage patterns.
- (b) A report on environment management and monitoring for each quarry and borrow site shall be prepared by the Contractor and submitted to the employer.
- (c) The Contractor's Personnel in charge of or handling flammable materials shall have specific training in handling such materials, and in fire prevention and suppression.

2.6.1 Biological Hazards

The Contractor shall introduce and maintain a strict regime for measures to control biological agents or hazards which exist on, or are introduced to the Site, as required by the relevant Government Authority or local and international health, medical or sanitary authorities.

2.6.2 Radiological Hazards

- (a) The Contractor shall introduce and maintain a strict regime of measures for the prevention and control of exposure to radiation which exists on, or are introduced to the Site, as required by the relevant Government Authority or international organisations.
- (b) The Contractor shall maintain up-to-date records of people and sources to ascertain that valid permits and authorizations for the movement, installation and handling of radiation sources, in accordance with relevant Laws, are in proper place at all times.
- (c) The Contractor, prior to any movement, installation or handling of each radioactive source, shall submit to the Employer copies of all permits issued by the relevant Government Authority.

2.6.3 Signage, Labelling and Hazard Codes

- (a) Hazards and areas forming a danger to the safety of personnel on the Site shall be clearly marked and labelled. Labels and signage shall be clear and in accordance with international standards, and, with respect to hazardous materials, shall detail fire-fighting requirements for the particular hazardous material.
- (b) Copies of hazard coding systems shall be displayed at all entrances to the Site and working, office and accommodation areas at the Site.

2.6.4 Safety of the Public

- (a) Where the public could be exposed to danger by any of the Contractor's Site activities, the Contractor shall close off such access and erect suitable warning and "no trespassing" signs in the English and the local language of the area.
- (b) Where shown on the Employer's Design Drawings or instructed by the Employer, the Contractor shall provide alternative safe access routes to enable the public to safely bypass the danger area. The cost of such alternative accesses shall be borne by the Contractor.

2.6.5 Scaffolding, Falsework and Formwork

- (a) Scaffolding, falsework and formwork shall comply with relevant standards of the Country or international standards.
- (b) Portable and fixed access ladders shall be wooden or steel ladders, sufficiently strong, be of suitable size for the intended use, and shall comply with relevant standards.
- (c) Wooden ladders shall have the steps fixed to the longitudinal posts by assembly. The use of ladders with steps nailed or wired along the longitudinal posts shall not be permitted.

2.6.6 Sanitary and Hygiene Requirements and Disease Prevention

- (a) The Contractor shall comply, in all respects, with the rules, regulations and instructions of the relevant Government Authority as regards sanitary and hygiene requirements in connection with the performance of the Works.
- (b) The Contractor shall implement an educational programme and awareness campaign covering sanitary and hygiene, contagious diseases, sexually transmitted diseases (STDs) and HIV/AIDS.
- (c) In the event of any outbreak of disease of an epidemic nature, the Contractor shall immediately report such occurrence to the Employer and the relevant Government Authorities, and shall comply with any regulations or orders and requirements as may be made by the relevant Government Authorities or the local and international health, medical or sanitary authorities with respect to disease prevention and control.

2.6.7 Traffic Management

2.6.7.1 General

The Contractor's traffic management shall comply with the requirements stipulated in the relevant standards and regulations of the Country, or as otherwise approved by the Employer.

2.6.7.2 Traffic Management Plan

The Contractor shall, within fifty-six (56) days from the Commencement Date, submit a comprehensive traffic management plan ("**Traffic Management Plan**") prepared specifically for the Site, covering all aspects of traffic management and safety. The Traffic Management Plan proposed by the Contractor shall be subject to the Employer's review and approval.

- (a) The Traffic Management Plan shall include the following:
 - (i) Extent of the Works and Site affected by the Traffic Management Plan.
 - (ii) Drawings showing all proposed staging, and changes to signing and pavement markings, and traffic control devices that are required to control traffic and provide warning for users.
 - (iii) Proposed timetable for implementing each stage of the Traffic Management Plan.
 - (iv) Process for the review and regular updating of the Traffic Management Plan.

- (v) Checklist of relevant standards and statutory requirements.
- (vi) Arrangements, including signage and other publicity, for advising road users of the pending disruptions, alternative arrangements and time frames.
- (vii) Procedures and responsibilities for the development, implementation and verification of any traffic plans, and for monitoring and adjusting the traffic plans.
- (viii) A Site induction and training plan to ensure that the relevant Site personnel are aware of the requirements of the Traffic Management Plan, and that personnel and Subcontractors engaged in traffic management and control are appropriately trained, experienced and supervised. The Traffic Management Plan shall include personnel to be trained, training objectives and induction procedures.
- (ix) Requirements and controls of qualifications of Contractor's drivers and operators.
- (x) Emergency contact details (including for emergency services authorities and other relevant authorities), and procedures to ensure after-hours attendance at the Site in the event of an emergency.
- (xi) Procedure for coordination, with the Employer and Other Contractors, of traffic management on the Site, as applicable, and related obligations to Other Contractors in compliance with the requirements set out in the Contract.
- (xii) Procedure for inspections, testing, emission controls and maintenance of Contractor's vehicles and any vehicles provided by the Contractor to the Employer.
- (xiii) Speed limits and speed controls of the Contractor's road users and fines procedure for non-compliance with the speed limits.

2.6.7.3 Care of Areas used by Traffic

- (a) The Contractor shall be responsible for ensuring that the pavement and shoulders being used by traffic within the Site are in a safe and trafficable condition at all times.
- (b) Any material which has fallen on any travelled path as a result of the Contractor's transportation or other operations and any material stored near the travelled path which could constitute a hazard to traffic shall be immediately removed by the Contractor.

2.6.7.4 Operations Affecting Traffic

- (a) Unless otherwise specified, the Contractor shall conduct the operations for road constructions on the Site so as to minimize obstruction and inconvenience to any other road users on the Site, and shall not have under construction any greater length or amount of work than can be managed properly with due regard to the convenience of the other road users.
- (b) If the intermingling of road construction plant with traffic is unavoidable the intermingling

shall be minimised at all times.

- (c) Unless otherwise specified, the Contractor shall:
- a. provide a minimum safe working width for the Contractor's construction plant plus an absolute minimum clearance to the edge of the traffic path of 1.2 m;
 - b. provide a minimum one-way clear travel path width for traffic of not less than 3.5 m for one-way operation and 7 m for two-way operation; and
 - c. not work on any part of a carriageway during peak traffic flows unless such work is so conducted that it does not cause any additional delays to traffic than if the work was not done.

2.6.7.5 Traffic Management

To minimize traffic congestion and reduce the risk of accidents due to increased traffic during construction of the Works, the Contractor shall implement appropriate traffic management and road safety measures, including the following:

- (i) Setting and enforcing, with fines, appropriate speed limits.
- (ii) Provision of "speed bumps" to limit vehicle speeds in high risk areas such as schools, villages and markets.
- (iii) Warning signs at appropriate locations, including those locations identified as being hazardous.
- (iv) Safe driving training; particularly for drivers of construction vehicles and plant.
- (v) Road safety and traffic accident awareness programs for construction personnel and local communities likely to be impacted by construction traffic.
- (vi) Regular maintenance of Site access roads as necessary to ensure compliance with environmental protection standards and limits with respect to dust, noise and vibration.
- (vii) Prohibition of parking of construction vehicles along road corridors.
- (viii) Prohibition of the excessive or inappropriate use of vehicle pressure horns; particularly in the vicinity of schools, villages and markets.

2.6.8 Use, Handling and Storage of Explosives

2.6.8.1 General

- (a) In the use, handling and storage of explosives, the Contractor shall comply with the guidelines given in the ICI Nobel's Explosives Company Blasting Practice Handbook, the requirements of the Contract, and with all relevant Laws.
- (b) The handling or use of explosives shall be discontinued during the approach and progress of a thunderstorm. All persons shall be removed from danger areas to a place of safety during such periods.
- (c) The Employer shall have the right to limit or prohibit blasting in areas where, in the opinion of the Employer, the use of explosives would have adverse effects.

2.6.8.2 Explosive Magazines

- (a) The Contractor shall provide suitable magazines (bunkers) for the storage of all explosives. The magazines shall have earthen floors.
- (b) Detonators and explosives shall be kept in separate rooms. Detonators shall be transported and stored in non-metallic containers.

2.6.8.3 Explosives Personnel

- (a) Storage, transportation, handling, and charging of explosives shall only be performed by experienced personnel using approved equipment in accordance with the relevant statutory regulations of the Country and shall be to the satisfaction of the Employer.
- (b) The Contractor's blasting supervisor shall have sufficient experience, and all relevant blasting licenses and other authorizations necessary for blasting and the handling of explosives as required by the applicable Laws of the Country.

2.6.8.4 Safety Provisions for Blasting

(a) Firing - General

- (i) Only approved exploding devices shall be used for firing charges.
- (ii) Naked lights, flames or sparks shall not be permitted in the vicinity of blasting operations.
- (iii) Blasting cables and wires shall be clearly distinguishable from other cables and wires, and shall only be used for blasting. Lighting and power cables shall not be used for blasting under any circumstances.
- (iv) Radio transmitters shall not be operated within 25 m of the area of electric blasting operations.
- (v) After blasting, no person shall approach the blasting area until the area has been examined by the respective blasting supervisor and declared safe.

(b) Firing - Electrical

- (i) Where firing is performed electrically, the Contractor shall take every precaution necessary to prevent premature explosions and misfires.
- (ii) Connections for electrical firing shall not be permitted or undertaken during thunderstorms or other electrical disturbances.
- (iii) Before connection of the firing wires to the firing circuit cables, the round shall be tested for electrical continuity with an appropriately calibrated and certified testing device or meter. In the event that such continuity test indicates a lack of continuity, the round shall be re-tested, omitting one detonator at a time until the discontinuity is identified.
- (iv) Should the continuity testing identify a faulty detonator, then stemming shall be removed from the respective hole and additional primer and a new detonator

inserted and wired into the circuit in place of the defective detonator. No attempt shall be made to withdraw a defective detonator or primer.

- (v) Upon satisfactory completion and testing of the firing circuit, all personnel, other than those immediately necessary for management and monitoring of the blast, shall be withdrawn to a safe distance before the firing wires are connected to the firing circuit cable. The connection of the firing circuit cable to the exploder shall be the last operation.
- (vi) After a blast, and before any personnel enters the blasting area, the following conditions shall be satisfied:
 - The blasting switch shall be locked in the open position; and
 - The firing cables shall be disconnected from the electricity source and shall be short-circuited.

(c) Misfires

- (i) Should a misfire occur, the Contractor shall warn all affected personnel, and no unauthorized personnel shall be permitted to enter the blasting area until the charge has exploded or, in the case of electrical firing, not less than 20 minutes after operation of the exploder.
- (ii) A misfired detonator may only be removed from the blast face by means of an approved apparatus that enables such operation to be performed with absolute safety. Under no circumstances shall personnel otherwise tamper with or attempt to extract charges that have misfired.
- (iii) Should it be determined to be not possible to extract the misfired charge with safety, then the Contractor shall explode the charge by sympathetic detonation.

2.6.8.5 Blasting and Warning Procedures

- (a) The Contractor shall submit, at least fourteen (14) days before its intention to commence blasting operations, details of its blasting and related warning plans and procedures to the Employer and relevant Government Authorities for their respective consents, and shall ensure that such blasting and warning plans and procedures are adhered to at all times.
- (b) The blasting procedures shall be coordinated with all Other Contractors and other persons on the Site who may also be undertaking blasting or be affected by blasting.
- (c) Relevant aspects of the blasting procedures shall be agreed with the local civil and military authorities and disseminated as widely as practicably possible amongst the local population.
- (d) The blasting warning procedures shall be implemented to ensure that all personnel are excluded from the blasting area during each blasting operation.
- (e) The Contractor shall install and operate a warning siren of sufficient loudness to be easily heard over the general noise from all points of the Site within a radius of 1.0

km of surface blasts, including noise from operating construction vehicles and machinery. Hand operated sirens will not be accepted.

- (f) The Contractor shall give warning each time of its intention to blast, including, operation of the warning siren and the stationing of personnel (supplied with flags and whistles) at appropriate locations to preclude persons, animals and traffic from entering and/or remaining within the danger zone.

2.7. Underground Works Safety

Where the Works include “Underground Works”, the following sub-clauses shall apply with respect to the health and safety requirements of such works.

2.7.1 General

In addition to the minimum general health and safety requirements contained in Sub-Clauses 1.1 to 1.5 above, the Contractor shall also comply with the specific additional safety requirements for underground works, as detailed below, and with the following standards:

- (i) US Bureau of Mines regulations, standards and codes; and
- (ii) US Department of the Interior Bureau of Reclamation – Construction Safety Standards.

2.7.2 Lighting

- (a) For each section of the underground work, the Contractor shall provide a lighting system which shall be maintained in operation during the execution of the respective work. In addition to the general lighting system, the Contractor shall provide special task lighting for the excavation face, where any work is being executed, or where it is necessary to inspect a part of the underground excavation. This lighting system shall consist of flood-lights, air-driven lights or any other type of lights safe for underground use. Energized wires or lamp bulbs shall not be permitted in the immediate vicinity of the excavation face.
- (b) All power and lighting wires shall be installed and maintained in optimal conditions of insulation and safety. All lighting systems in underground excavations shall be operated as 32 V systems within 150 m of the excavation face when charging the face using electric detonators.
- (c) Power and lighting wires shall be installed on one side of the tunnel and the detonator wires shall be installed on the opposite side and sufficiently distant from telephone or communication systems wires. All wires shall be firmly fixed on walls of the excavation by means of insulators of adequate design and capacity, and their installation shall be made in such a way that wires are not susceptible to damage during tunnel construction.
- (d) The minimum general lighting system shall have a design illumination of 100 Lux and the minimum measured illumination shall be 50 Lux.

- (e) The lighting network voltage shall not be higher than 220 V. If the Contractor so prefers, the Contractor may install a system with a high transmission voltage by means of insulated cables of special design, from which the lighting network shall be derived at the specified voltage. In this case, the Contractor shall furnish a waterproof, explosion-proof and watertight transformer for installation in the underground excavation.
- (f) For the general lightning system, the Contractor may use incandescent or fluorescent lamps, sodium lamps or any other type which provides the minimum specified illumination.

2.7.3 Communication System

- (a) The Contractor shall install a communications system in each of the different working areas within the underground works. In addition, the Contractor shall install an independent, emergency system which shall substitute for the main system during accidents and emergency incidents
- (b) The communications system shall connect from the excavation face and intermediate underground locations to the portal servicing each excavation face, which shall have communication to both the Contractor's office and the Employer's office at the Site. Portal telephones shall be manned by the Contractor at all times when the underground work is in progress.

2.7.4 Ventilation

- (a) The Contractor shall design, furnish and install at each of the underground working areas and in each tunnel, a ventilation system which shall be maintained in operation during the time in which the underground work is being executed. The ventilation equipment and ducts shall be of good quality so that a continuous service is guaranteed, have an adequate capacity and be firmly fixed and sufficiently strong to withstand the working pressures. The pipe tail end shall be taken to a place as close to the work as allowed by the blasting.
- (b) The Contractor shall submit to the Employer all ventilation drawings, including a general layout drawing indicating the number of fans and their capacity, before initiating any underground work. This submission of ventilation drawings shall not relieve the Contractor from its obligation to provide sufficient fresh air for the underground work.
- (c) The air in tunnels shall contain at least 17 % of oxygen at all time and the concentration of contaminants, such as gases, vapours, and dust, shall never exceed the limits established here below for the health of personnel, taking into account the effects of time, temperature, humidity and the cumulative effects of contaminants.
- (d) The air shall not contain more than 5 mg/l of nitrous fumes, measured as nitrous oxide, for longer than 10 minutes after each blast, with:
 - (i) 30 mg/l of nitrous fumes as an absolute maximum;
 - (ii) 100 mg/l of carbon monoxide as an absolute maximum; or
 - (iii) 5000 mg/l of carbon dioxide as an absolute maximum.

- (e) Concentrations of fumes in excess of 5 mg/l of nitrous fumes, 100 mg/l of carbon monoxide and 5000 mg/l of carbon dioxide will be allowed within a distance of 3 m of the point of discharge of fumes from diesel powered equipment provided that no plant operator or personnel moves within range of the excess concentrations.
- (f) For each personnel working within the underground excavations, a minimum amount of 3 m³/min of fresh air shall be provided. If diesel-powered equipment is used in underground excavation, the minimum quantity of fresh air to be supplied shall be 5.5 m³/min for each kW of power output of engines employed within the underground excavation in addition to the requirements for personnel.
- (g) The Contractor shall be responsible for obtaining all information necessary to determine what concentrations of contaminants are harmless.
- (h) The ventilation system for the underground works shall be of sufficient capacity to maintain an air velocity of not less than 15 m/min in the underground excavations. Particular care shall be taken to prevent the stagnation of air.
- (i) The design of the ventilation system shall provide for the size and design of all equipment to be used as well as for the safe hygienic limits for exposure of employees to any multiple toxic and objectionable gases that may occur in the underground excavations. The design of the system, including equipment specifications and operation plan of the proposed system, shall be submitted to the Employer at least sixty (60) days before its installation. The details shall show pipe size, pipe material and type of joints, type and capacity of fans, suspension devices, power supply and distribution system and any other data required by the Employer.
- (j) The ventilation system shall be arranged so that air may be force supplied to the excavation face or exhausted from it. In addition to other requirements, the ventilation system shall have a minimum capacity which allows the withdrawal of all gases and dust resulting from a blast during a period of time not greater than 15 minutes, so that after this time has elapsed, all operations can be resumed.
- (k) All personnel shall be kept away from the blast areas until all noxious fumes, gases and dust resulting from the blast have been removed.
- (l) The ventilation system must also be capable of providing fresh healthy air in the working area at or below a temperature which permits all underground operations and the workforce to maintain efficient production, irrespective of the ambient temperature measured in the unventilated underground works. The ventilation pipe, or fan line, shall terminate not more than 30 m from the excavation face. Intermediate fans attached to the main ventilation line shall be provided as required to ensure satisfactory removal of contaminated air. The Contractor shall also provide an auxiliary blower system between the end of the ventilating pipe and the excavation face, to remove stagnant pockets of blasting fumes from the face after firing.
- (m) To minimize the amount of dust, only wet drilling shall be allowed and all rock surfaces, broken rock and muck piles shall be continuously watered down to prevent dust.

- (n) The Contractor shall install, outside each portal in use as access to an excavation face during drilling and blasting operations, an automatic lightning detection and alarm system. When atmospheric electrical activity in the vicinity of the portals reaches danger levels and the alarm is activated, all blasting operations shall be suspended until such electrical activity again reaches safe levels.

2.7.5 Internal Combustions Engines

- (a) Underground use of internal combustion engines burning gasoline or liquefied petroleum gases, propane, butane propylene and butylene's is forbidden.
- (b) The Contractor shall obtain proof from prospective suppliers of diesel-powered equipment for use in underground work that the proposed equipment conforms to the requirements of the U.S. Bureau of Mines Circular No. 8183, "Mobile Diesel-powered Equipment for Non-coal Mines Approved by the Bureau of Mines," and supplements thereto.
- (c) The Contractor shall maintain all such diesel equipment in safe operating condition, ensuring compliance with the requirements of the above circular. In the event the Employer is of the opinion that these requirements are not being met, the Contractor shall perform at its own cost, all required tests as specified in U.S. Bureau of Mines Report of Investigations RI 5616.

2.7.6 Detecting Noxious Gases

- (a) The Contractor shall provide the necessary equipment to accurately measure the concentration of various contaminants and take measurements systematically at each underground working area and submit the results to the Employer.
- (b) Additional measurements shall be taken by the Contractor as and when instructed by the Employer. If the results do not comply with the Contract requirements, the Contractor shall install additional fans and take all necessary measures to obtain the required results.
- (c) The Contractor shall obtain and maintain a gas detector at the heading for determining the presence of methane and other flammable gases. The Contractor shall also obtain an approved type portable oxygen indicator for measuring concentrations of oxygen within the range of 0 % to 25 %, by volume.
- (d) Monitoring concentrations of carbon monoxide, carbon dioxide, nitrogen dioxide, hydrogen sulphide, methane, other noxious or flammable gases, as well as oxygen content of tunnel atmosphere shall be carried out by the Contractor at specific locations at regularly scheduled intervals on each shift, and a record of readings shall be maintained and submitted to the Employer.

2.7.7 Suspension of Construction Activities

- (a) Should the concentrations of carbon monoxide, nitrogen dioxide, hydrogen sulphide, methane, or other noxious or flammable gases exceed the permissible limits or should the

oxygen content in the tunnel be below the limit as set forth in Sub-Clause 2.7.4 herein above, all operations shall be immediately suspended and the Contractor's Personnel shall be moved to a safe area.

- (b) Further, should concentration of flammable gases exceed the permissible limits, all sources of ignition shall be extinguished or removed and all equipment, with exception of ventilation and exhaust equipment, shall be shut down until the concentration of gas is brought within the permissible limits.
- (c) The Contractor shall in no case resume work without having previously taken all necessary safety measures.

3. Environment Management

The Contractor shall comply with the Environment Management Plan of the Employer as applicable to the work site.

3.1 General

- (a) This Clause 3 comprises the Employer's minimum general environmental requirements that shall be observed by the Contractor at all times.
- (b) In order to demonstrate compliance with the Employer's environmental requirements, the Contractor shall be responsible for the following
 - (i) Provision of an Environment Management Plan in accordance with Sub-Clause 3.4.
 - (ii) Implementation of the Environment Management Plan, including undertaking measures to address issues such as soil erosion, sedimentation, pollution and control of hazardous waste.
 - (iii) Monitoring of environmental management performance, including keeping records of environmental impacts and management.
 - (iv) Undertaking internal environmental audits, and participating in external audits, including rectification of any environmental breaches in accordance with Sub-Clause 3.6.3.
 - (v) Liaison with the relevant Government Authorities regarding applicable environment regulations and Laws.
- (c) The Contractor shall ensure that the Works are undertaken in a manner that minimizes any adverse impact on the environment. In particular, the Contractor shall:
 - (i) undertake the Works in an environmentally sound manner;
 - (ii) not undertake any work outside of the Site without prior written approval from the Employer;
 - (iii) ensure that emissions, surface discharges and effluent arising from the Contractor's activities do not exceed the values prescribed by applicable Laws;
 - (iv) minimize the effects of runoff and erosion at the Site and take all necessary actions to ensure that water quality in any natural water-course within the Site or in the vicinity of the Site is not adversely affected by the Works; and

- (v) ensure that at all times the Site is maintained in a neat and tidy condition.
- (d) Specified or approved environmental protection measures shall be planned, designed, implemented and be fully operational before any construction work is carried out in any area of the Site, including access and temporary roads.

3.2 Environment Management Guidelines and Applicable Laws

- (a) The Contractor shall comply with all environmental Laws that apply to the Works and all other Laws, including legal requirements issued by any Government Authority with respect to environmental management.
- (b) In addition, the Contractor shall comply with specific requirements, including requirements to comply with the conditions of environmental approval for the Works. These requirements include:
 - (i) Employer's Environmental and Social Impact Assessment (ESIA);
 - (ii) Employer's Environmental Protection and Management Plan (EPMP);
 - (iii) IFC "Performance Standards on Environmental and Social Sustainability";
 - (iv) IFC "Guidance Notes: Performance Standards on Environmental and Social Sustainability";
 - (v) IFC Environmental, Health, and Safety (EHS) Guidelines; and
 - (vi) ISO 14001:2015 "Environment Management Systems Standard".

3.3 Contractor's Environmental Management Supervision

- (a) The Safety Manager of the Contractor shall also act as environmental manager ("**Environmental Manager**"), and shall have the authority to administer and be responsible for the implementation of, and ensure compliance with the Environment Management Plan.

3.4 Environment Management Plan

3.4.1 General

- (a) The Contractor shall develop an Environment Management Plan (EMP) referring to the Employer EMP document as applicable to their work site which shall be implemented on the Site.
- (b) The Contractor shall submit, within twenty-eight (28) days of the Commencement Date, the draft Environment Management Plan for review and approval by the Employer.
- (c) The approved Environment Management Plan shall be binding on the Contractor and all Subcontractors.
- (d) The Environment Management Plan shall follow the structure and approach of an environment management system based on ISO 14001, and which shall include the following content:
 - (i) Environment management system:

- introduction;
 - scope of the environment management system; and
 - structure of the environment management system
- (ii) Contractor's Environmental Policy pursuant to Sub-Clause 3.5.1 (Contractor's Environmental Policy)
- (iii) Planning:
- identification of the parts of the Works that have the potential to impact the environment;
 - identification of statutory requirements, including necessary approvals and licenses; and
 - environmental management targets and objectives.
- (iv) Implementation and Operation:
- resources, roles, responsibilities and authority;
 - competence, training and awareness;
 - communication;
 - documentation;
 - control of documents;
 - emergency preparedness and response;
 - schedule for environment management, pursuant to Sub-Clause 3.5.3;
 - Environmental Procedures Manual pursuant to Sub-Clause 3.5.2, as applicable to their area of work from the list below:
 1. preservation of flora and fauna, pursuant to Sub-Clause 3.7;
 2. soil erosion and sediment control, pursuant to Sub-Clause 3.8;
 3. spoil areas, pursuant to Sub-Clause 3.9;
 4. quarry management, pursuant to Sub-Clause 3.10;
 5. pollution control, pursuant to Sub-Clause 3.9.
- (v) The Contractor shall manage all spoil disposal areas in accordance with the environmental management requirements of the Contract, taking into account the following specific requirements:
- (vi) Incorporation of the most appropriate stabilization techniques at each spoil disposal site.
- (vii) Except where specifically approved by the Employer, before using the relevant spoil disposal site, the top-soil at such site shall be stripped and stockpiled for future landscaping use by the Contractor after closure of the spoil disposal site.
- (viii) For each spoil disposal site, preparation of a site specific environmental management plan for monitoring and management of the environmental impacts on the site.
- (ix) Except where specifically approved by the Employer, when a spoil disposal area is closed, the Contractor shall stabilize the spoil disposal area with grass, vegetation and permanent drainage.
- (x) A report on environment management and monitoring for each spoil disposal site shall be prepared by the Contractor and submitted to the Employer.

3.5 Quarries and Borrow Areas

3.5.1 General

- a) The Contractor shall manage all quarry and borrow areas in accordance with the environmental management requirements of the Contract, taking into account the following specific requirements:
 - (i) The size of each quarry and borrow area shall be kept to the minimum absolutely necessary for the extraction of the material needed for the Works.
 - (ii) For each quarry and borrow site, preparation of a site specific environmental management plan for monitoring and management of the environmental impacts on the site.
 - (iii) When each quarry and borrow site is closed, the site shall be rehabilitated to re- establish vegetation, natural water-courses and drainage patterns.
- b) A report on environment management and monitoring for each quarry and borrow site shall be prepared by the Contractor and submitted to the Employer
- c) Checking:
 - monitoring and measurement of environmental performance;
 - audits
 - corrective action management; and
 - environmental reporting.
- d) The Contractor shall manage the Environment Management Plan, and shall review it on a regular basis and update or revise it as necessary, to the Employer's approval
- e) The process of review and update of the Environment Management Plan is to ensure that the Environment Management Plan continues to give appropriate guidance throughout the term of the Contract and incorporates new elements to address subjects in greater depth where new environmental issues are identified during implementation of the Works.

3.5.2 Contractor's Environmental Policy

- (a) As part of the Contractor's Environment Management Plan, the Contractor shall, in the form of an environmental policy statement (the "**Environmental Policy**"), state its target, management commitment, and strategy for the environmental issues with respect to the Works. The Environmental Policy shall be fully supported by the Contractor's senior management and shall be signed by the chairman of the board of directors of the Contractor.
- (b) The Environmental Policy shall be displayed in a prominent position within the Contractor's offices on the Site and communicated to all the Contractor's Personnel. The Environmental Policy shall be displayed and communicated in both the English and the local languages of the working personnel.
- (c) The Contractor's management shall define the Contractor's Environmental Policy and ensure that such policy complies with the following requirements:

- (i) is appropriate to the nature, scale and environmental impacts of the Contractor's activities, products or services with respect to the Works;
 - (ii) includes a commitment to continual improvement and prevention of pollution;
 - (iii) includes a commitment to comply with the relevant environmental Laws, and with other requirements to which the Contractor subscribes;
 - (iv) provides the framework for setting and reviewing environmental objectives and targets;
 - (v) is documented, implemented, maintained and communicated to all the Contractor's Personnel; and
 - (vi) is available to the public.
- (d) The Contractor's Environmental Policy shall include all related requirements set out in ISO 14001.

3.5.3 Environmental Management Procedures

- (a) As part of the Environment Management Plan, the Contractor shall provide an Environmental Procedures Manual for the Employer's review and approval. The Environmental Procedures Manual shall include all necessary environmental procedures to ensure the Contractor's compliance with all environmental management requirements under the Contract and applicable Laws.
- (b) Each environmental management procedure shall be prepared in a format acceptable to the Employer, and which shall include the following content:
- (i) purpose and scope;
 - (ii) timing;
 - (iii) responsibilities; and
 - (iv) procedure.
- (c) Also, each environmental management procedure shall detail related document control information, including issue, review, revision and approval dates, and descriptions of the revisions made.
- (d) The Contractor shall identify environmental issues by phase of the Works, Site area and subject, and identify the Contractor's Personnel responsible for supervision of the implementation of the respective environmental management procedures, and communicate the needs of new procedures or modifications to the environmental management procedures in use.

3.5.4 Environmental Management Schedule

- (a) The Contractor shall provide a schedule of environment management activities, as part of the Environment Management Plan. The schedule of environment management activities shall address all environmental related activities required for the Works and shall include schedules for the following:
- (i) internal audits;
 - (ii) regular environmental compliance inspections;

- (iii) environmental management training;
- (iv) environmental compliance monitoring; and
- (v) environmental compliance reporting.
- (b) The schedule of environment management activities shall include activities, dates, personnel involved and the environmental manager responsible, together with a narrative describing the environmental management activities.
- (c) The schedule of environment management activities shall be adjusted as required to suit the findings of audits, inspections and other relevant activities to ensure compliance with the environmental management requirements of the Contract and the applicable Laws.

3.6 Environmental Management Documents, Reporting and Auditing

3.6.1 Environmental Records

- (a) The Contractor shall produce and maintain formal records of environmental matters as requested by their Employer and as required in Section 3.5.2 that demonstrate compliance with the requirements of the Contract and applicable environmental Laws, and implementation of the Environment Management Plan.

3.6.2 Environmental Reporting

- (a) The Contractor shall provide the following environmental information as part of the Contractor's monthly progress reports with respect to the Works:
 - (i) Description of any and all environmental emergencies or incidents occurring during the reporting period, including details of any follow-up and/or remedial action taken in response to such events;
 - (ii) Summary of environmental monitoring and inspection activities undertaken during the reporting period;
 - (iii) Status of the implementation and outcomes of corrective actions undertaken during the reporting period as a result of environmental monitoring, inspections or audits;
 - (iv) Summary of cumulative environmental non-compliances to date, including details of the date of opening and date of closing of each such non-compliance, and highlighting any aged non-compliances, i.e. non-compliances that remain open for longer than thirty (30) days; and
 - (v) Status of environmental audits and related audit reports.
- (b) The Contractor shall immediately advise the Employer of any significant environmental emergency, incident or non-compliance. The Contractor shall follow-up such advice with a detailed report within twenty-four (24 hours) of the event, including provision of details of the corrective actions being implemented to mitigate any impacts on the environment.

3.6.3 Environmental Audits

The Employer will monitor and review the Contractor's performance of its environmental

obligations and shall be entitled to undertake formal audits of the Contractor's performance of its environmental obligations to ensure the Contractor's compliance with the Environment Management Plan, and with the environmental management requirements of the Contract.

3.7 Preservation of Flora and Fauna

- (a) The Contractor shall not destroy, remove or clear trees, timber, scrub and other flora to an extent greater than that approved by the Employer, as being necessary for the performance of the Works, nor use such materials in the performance of the Works.
- (b) The Contractor shall ensure that all works are undertaken in a manner that minimizes the impact on the local flora and fauna and shall take such measures as may be necessary to prevent the Contractor's Personnel from hunting and fishing, disturbing, capturing or destroying, and trading in wildlife or parts of these and any such flora and fauna as may be protected by relevant Laws.
- (c) There shall be no feeding of native animals
- (d) If, in the opinion of the Contractor, a particular animal species becomes a pest by virtue of its nature, population numbers or other factors, the Contractor may apply to the Employer for a control program to be initiated. Such application shall be in writing and shall contain justifications as to why a control program is needed. The Contractor shall be responsible for obtaining necessary approvals from the relevant Government Authorities or local authorities and for undertaking any such animal control program in accordance with the Environment Management Plan
- (e) The Contractor will be held liable, and shall indemnify the Employer against any consequences for any act or omission which causes or allows to be caused a breach of this Sub-Clause 3.7.

3.8 Soil Erosion and Sediment Control

3.8.1. General

- a) As part of the implementation of the Contractor's Environment Management Plan, the Contractor shall take all necessary measures to minimize soil erosion induced by its activities and the subsequent increased siltation and sediments load in any natural water-course within the Site or in the vicinity of the Site.
- b) To this end, the Contractor shall take any or all of the following measures:
 - i. Control the surface run-off by:
 - construction of stabilized diversion or perimeter cut-off drains to intercept run-off from undisturbed areas and to divert run-off around the Site;
 - installation of stabilized interceptor and collector drains;
 - construction of sedimentation retention ponds; and
 - construction of gabion weir structures

- ii. Limit movement of vehicles and the Contractor's Equipment.
- iii. Minimize the disturbed area exposed by:
 - staging operations;
 - progressive stabilization of each portion of the Works as soon as relevant portions of the Works have been completed; and
 - provision of top soils, re-vegetation, sodding, grassing or other treatments to disturbed areas.
- c) All diverted and pumped water shall be discharged at locations from which it cannot re-enter the Works and in a manner which does not cause erosion, pollution or nuisance to Land Owners, Other Contractors or other persons within or adjacent to the Site.

3.8.2. Water Quality Standards

- (a) The Contractor shall submit a water quality monitoring procedure which is to be implemented on the Site, as part of the Environment Management Plan.
- (b) The water quality monitoring procedure shall specify the methods the Contractor will use to monitor and meet the water quality standards, in accordance with the applicable IFC Environmental, Health, and Safety (EHS) Guidelines, together with measures which are necessary or appropriate to prevent or mitigate potential or actual impact on the quality of water, which are not foreseen or which are greater than those anticipated, and which can be attributed to activities of the Contractor, in order to minimize the impact of the Works on the local environment and water supply.
- (c) The water quality monitoring procedure proposed by the Contractor shall be subject to the Employer's review and approval.

3.9 Spoil Disposal Areas

- (a) The Contractor shall manage all spoil disposal areas in accordance with the environmental management requirements of the Contract, taking into account the following specific requirements:
- (b) Incorporation of the most appropriate stabilization techniques at each spoil disposal site
- (c) Except where specifically approved by the Employer, before using the relevant spoil disposal site, the top-soil at such site shall be stripped and stockpiled for future landscaping use by the Contractor after closure of the spoil disposal site.
- (d) For each spoil disposal site, preparation of a site specific environmental management plan for monitoring and management of the environmental impacts on the site.
- (e) Except where specifically approved by the Employer, when a spoil disposal area is closed, the Contractor shall stabilize the spoil disposal area with grass, vegetation and permanent drainage.
- (f) A report on environment management and monitoring for each spoil disposal site shall be prepared by the Contractor and submitted to the Employer.

3.10 Quarries and Borrow Areas

- (a) The Contractor shall manage all quarry and borrow areas in accordance with the environmental management requirements of the Contract, taking into account the following specific requirements:
 - (i) The size of each quarry and borrow area shall be kept to the minimum absolutely necessary for the extraction of the material needed for the Works.
 - (ii) For each quarry and borrow site, preparation of a site specific environmental management plan for monitoring and management of the environmental impacts on the site.
 - (iii) When each quarry and borrow site is closed, the site shall be rehabilitated to re-establish vegetation, natural water-courses and drainage patterns.
- (b) A report on environment management and monitoring for each quarry and borrow site shall be prepared by the Contractor and submitted to the Employer.

3.11 Control of Soil, Water and Air Pollution

3.11.1 General

The Contractor shall design, construct, maintain and operate suitable pollution control facilities to prevent air pollution, dust, and discharge of water containing polluting matters or visible suspended materials into rivers, streams or existing drainage systems. Such polluting matters include dust, refuse, garbage, cement, concrete, sewage effluent, industrial waste, oil and other petroleum products. The Contractor shall carry out the following to the extent possible:

3.11.2 Waste Management

- (a) The Contractor shall be responsible for collecting and disposing of garbage, rubbish and waste from its work activities, accommodation, amenities, workshops, stores, offices, public areas and other facilities at the Site.
- (b) Particular care shall be taken to avoid spreading of solid waste materials at the Site. The waste handling procedures shall be designed with an ecological, an aesthetic and a hygienic perspective.
- (c) The Contractor shall develop and implement a detailed waste management procedure for collection, transport, handling, storage and/or disposal of waste, which shall be based on relevant international standards, including IFC General EHS Guidelines: Environmental – Waste Management, and which shall include the following requirements:
 - (i) Waste from work activities shall be collected at least daily, and shall be disposed of at designated waste disposal areas at the Site.
 - (ii) Waste collection containers shall be placed at regular intervals within the Site. These containers shall be marked with clear labels for "organic", "paper" and "other waste" for sorting of collected waste.
 - (iii) Garbage collections shall be made daily, and the services shall be continued until

completion and final Taking Over of the Works by the Employer.

- (iv) Garbage shall be disposed at designated sites, located above the 20-year flood levels of adjacent water-courses and at least 2 km from the nearest village.
 - (v) The waste disposal areas shall include facilities for sorting waste to ensure that recyclable and hazardous waste is stored separately, and not dumped into the land-fill site(s).
 - (vi) The waste disposal area land-fill sites shall be protected from contaminating groundwater by an impermeable membrane or clay. Leachate shall be collected and properly treated in accordance with the specified water quality requirements before being released into water courses.
 - (vii) Once a week the Contractor's waste disposal sites shall be compacted and covered with soil.
 - (viii) At completion of the Works, the Contractor's waste disposal sites shall be covered with at least 1.5 m of soil.
- (d) A report on environment management and monitoring for each waste disposal site shall be prepared by the Contractor and submitted to the Employer.

3.11.3 Hazardous Material and Chemical Store, Waste Handling and Spillage Management

- (a) Hazardous materials and chemicals that may be used during the work include fuel and oils, paints, solvents, acids and concrete additives.
- (b) The Contractor shall develop, and submit to the Employer for approval, detailed plans for transport, handling and storage of all such hazardous materials and for the collection and handling of the corresponding wastes, which shall be based on relevant international standards, including IFC General EHS Guidelines: Environmental – Hazardous Materials Management.
- (c) The Contractor shall develop and implement a detailed hazardous waste management procedure for collection, transport, handling, storage and/or disposal of hazardous waste, which shall include the following requirements:
 - i. Conditions for handling and storage of fuel and other chemicals to prevent accidental pollution and injury. The storage facilities shall be suitable and an approved facility, remote from entry and exit points into the Site, offices and other buildings at the Site. The storage facilities shall have spark-proof fittings and fixtures where necessary, with natural or passive floor and ceiling level ventilation and explosion venting, and shall be equipped with fire extinguishing devices, and made of materials able to withstand flame impingement.
 - ii. Facilities for collection of waste oil products. The locations for machinery and vehicle repair, maintenance and washing shall be equipped with concrete floors and provided with oil skimmers/separators and oil collection facilities. Drainage from fuel storage and machinery maintenance areas shall be treated to remove oil and/or fuel. The oil collected in this manner should be disposed of pursuant to paragraph (v) below or

reused safely.

- iii. Diesel fuel shall be stored in standard skid tanks within a covered, concrete bunded area, which can hold 110 % of the volume of the total capacity of the skid tank. The fuel storage tanks shall be located at least 100 meters away from any water-course.
- iv. The Contractor shall establish and implement a standard procedure for loading the diesel fuel into the skid tank to prevent any diesel spillage and soil contamination.
- v. Spent oil or used oil generated from the workshop maintenance yard is categorized as a scheduled waste. This scheduled waste shall be stored in containers, with proper bunds, which are able to prevent spillage or leakage of the waste oil into the environment. The containers of the scheduled waste shall be clearly labelled for identification and warning purposes.
- vi. The Contractor shall engage a licensed Subcontractor to collect, transport and dispose of all the scheduled waste (spent oil) generated by the Contractor and its Subcontractors at the Site.
- vii. The oil waste shall not be allowed to be used for uncontrolled burning or heating in the villages or the labour camps at the Site. Oil shall not be allowed to be spread on roads or dumpsites as a means of dust control.
- viii. Soil contaminated by fuel or oil leakage shall be removed and placed in approved waste disposal areas.
- ix. Flammable materials, liquids and gases shall be kept away from sources of naked flames or other sources of ignition, as well as away from ventilation intake vents.
- x. Containers shall be bonded and earthed, and provided with floor level mechanical ventilation.

3.11.4 Wastewater Management

- (a) The Contractor shall supply and install wastewater treatment facilities for processing and disposal of sewage from the Contractor's accommodation, amenities, workshops, stores, offices and other buildings and facilities provided by the Contractor within the Site.
- (b) The Contractor's wastewater treatment facilities shall be based on relevant international standards, including IFC General EHS Guidelines: Environmental – Wastewater and Ambient Water Quality.
- (c) The Contractor shall also install, operate and maintain temporary toilet facilities at the Site for its Personnel. The temporary toilet facilities shall be complete with adequate closets, urinals and hand-basins, septic tanks, absorption trenches or other sewage disposal installations. At least one chemical portable toilet shall be installed for each 20 personnel employed by the Contractor.
- (d) Wastewater from the accommodation and offices areas within the Site shall be collected, treated and disposed of in an appropriate and environmentally sound manner. Sanitary (black) water and grey water (used household water) shall be kept separate.
- (e) Grey water shall be infiltrated in the ground at sites with soils of suitable filtering capacity

and a minimum 500 m away from any water-courses and water supply springs in the area.

- (f) Sanitary (black) water shall be treated by compact treatment units or by septic tanks before infiltration in the ground, at a minimum 500 m away from any water-courses and water supply springs in the area.

3.12 Emission, Dust and Noise Control

3.12.1 Emission and Dust Control

- (a) As part of the Contractor's Environment Management Plan, the Contractor shall prepare an emission and dust control procedure and take measures to keep airborne dust and emissions to a minimum level.
- (b) The emission and dust control procedure shall be based on international standards for ambient concentrations of particulate matter, including IFC General EHS Guidelines: Environmental - Air Emissions and Ambient Air Quality. The emission and dust control procedure shall identify all relevant places for emissions and dust control and monitoring. This includes roads, earthworks, waste burning sites and other relevant areas at the Site.
- (c) The Contractor shall have available, at the Site, approved particulate matter measuring equipment and shall take regular measurements as directed by the Employer.
- (d) The IFC General EHS Guidelines: Environmental - Air Emissions and Ambient Air Quality for the particulate matter are as follows:

	Averaging Period	Guideline value ($\mu\text{g}/\text{m}^3$)
Particulate Matter (PM ₁₀)	24 hours	50
Particulate Matter (PM _{2.5})	24 hours	25

- (e) On all roads for which the Contractor is responsible and at construction sites within the Site, the Contractor shall implement water spraying, using mobile water tankers, to control dust pollution. The frequency of water spraying shall be 2 to 3 times per day for normal weather conditions, and shall be increased to 4 to 6 times a day during dry and windy conditions.

3.12.2 Noise Control

- (a) The Contractor shall prepare and implement a noise emission and control procedure, and shall implement measures to reduce noise during implementation of the Works.
- (b) In addition to complying with the requirements under this Sub-Clause 3.12.2, the Contractor shall comply with the requirements of BS 5228 (Code of practice for noise and vibration control on construction and open sites).
- (c) The Contractor shall have available, at the Site, an approved noise level meter and shall take regular measurements of noise levels at the locations where the Contractor is undertaking the Works, or as directed by the Employer, including at villages being

affected by the Contractor's work traffic.

- (d) The Contractor shall take the provisions required to assure that noise from its activities on the Site are within the limits of the IFC General EHS Guidelines: Environmental - Noise Management, as shown in the table below.

Receptor	One Hour Leq (dBA)	
	Day time (07:00–22:00)	Night time (22:00–07:00)
Residential; institutional; educational	55	45
Industrial; commercial	70	70

- (e) The Contractor shall provide ear protectors to all the Contractor's Personnel in locations where the noise level is frequently above 85 dB.

3.13 Energy Conservation

- The Contractor shall prepare and implement an effective energy conservation procedure, to minimize the energy used in the implementation of the Works.
- The energy conservation procedure shall cover all aspects of the Contractor's operations under the Contract and shall comply with IFC General EHS Guidelines: Environmental - Energy Conservation.

3.14 Water Conservation

- The Contractor shall prepare and implement an effective water conservation procedure to minimize water usage in the implementation of the Works.
- The water conservation procedure shall cover all aspects of the Contractor's operations under the Contract and shall comply with IFC General EHS Guidelines: Environmental - Water Conservation.

3.15 Contamination of Land

- The Contractor shall prepare and implement an effective procedure for prevention of land contamination
- The land contamination prevention procedure shall cover all aspects of the Contractor's operations under the Contract and shall comply with IFC General EHS Guidelines: Environmental - Contaminated Land.

3.16 Off-Site Waste

- The Contractor shall prepare and implement an effective procedure for management of off-Site waste.
- The off-Site waste management procedure shall cover all aspects of the Contractor's

operations under the Contract.

3.17 Landscaping and Re-vegetation

3.17.1 Landscaping and Re-Vegetation Baseline Survey

- (a) A baseline survey of all the areas identified as the Site, and any assets present on those areas shall be undertaken by the Contractor. The Employer reserves the right to attend the baseline survey and shall be notified not less than four (4) days in advance of the Contractor's intention to conduct the survey.
- (b) Within twenty-eight (28) days of the Commencement Date, the Contractor shall submit a landscaping and re-vegetation baseline survey report to the Employer for review and approval, prior to the granting to the Contractor of access to the Site. The report shall document any assets and natural vegetation on the Site in sufficient detail to serve as a baseline for the preparation of the Contractor's landscaping, re-vegetation and replacement of assets plan pursuant to Sub-Clause 3.17.2 below.

3.17.2 Landscaping, Re-vegetation and Replacement of Assets Plan

- a) The Contractor shall prepare and submit to the Employer, for its review and approval, a landscaping, re-vegetation and replacement of assets plan encompassing areas of the Site temporarily used for construction purposes, such as areas for accommodation and offices, areas for industrial plants, spoil areas, quarry, construction roads and other relevant areas at the Site.
- b) The landscaping, re-vegetation and replacement of assets plan shall be submitted to the Employer not less than fifty-six (56) days before implementation of the landscaping, re-vegetation and replacement of assets activities.
- c) Requirements to be met by the Contractor with respect to landscaping, re-vegetation and replacement of assets shall include the following:
 - i. All land where the natural vegetation has been destroyed or damaged shall be restored as far as possible to its initial status. Original drainage patterns shall be restored.
 - ii. Spoil heaps shall be profiled for erosion protection and to allow for future use
 - iii. Excavated top-soil shall be used for landscaping and, if possible, for agriculture.
 - iv. All damaged assets (including structures and fencing) shall be restored to their former condition.
 - v. Land shall be cleared of any waste or contamination due to the activities of the Contractor or its Subcontractors.
 - vi. Any modifications to drainage channels, irrigation channels, water retaining walls or bunds, shall be reversed.
 - vii. Drainage impacted by the Works shall be restored.
 - viii. Only indigenous and preferably local plant species shall be used for replanting and erosion control. The most relevant methods for creating a vegetation cover would be: close turfing, spot turfing, hydroseeding or vetiver. The method to be used will depend

on the soil conditions and slope.

- d) Landscaping, re-vegetation and replacement of assets activities shall be implemented as soon as possible after the respective construction activities in each area have been completed, so to minimize the periods when bare soil remains exposed.

4. Social Responsibility and Community Relations

4.1 General

- a. The Contractor shall seek to be a good corporate citizen in all aspects of its operations and activities. In particular, the Contractor shall comply with the principles set out by the United Nations Global Compact (www.unglobalcompact.org) ("**UN Global Compact Principles**"), with particular focus in the areas of:
 - i. human rights;
 - ii. labour;
 - iii. environment; and
 - iv. anti-corruption.
- b. To this end, the Contractor shall develop a series of operating principles under the broad heading of corporate social responsibility to serve in setting the direction to the Contractor's Personnel in all aspects of their work under the Contract. These principles shall be based on the requirements outlined in Sub-Clause 4.2.

4.2 Corporate Social Responsibility Principles

4.2.1 General

- (a) The Contractor shall value the principles of accountability, honesty and integrity, and shall execute the Contract in a manner which ensures:
 - (i) fair treatment of all stakeholders;
 - (ii) transparency in all business policies and practices;
 - (iii) high standards in health, safety, environment and sustainability; and
 - (iv) ethical business practices throughout all operations
- (b) The corporate social responsibility operating principles developed by the Contractor shall incorporate the 10 key principles of the UN Global Compact Principles. These 10 principles are:
 - (i) Human Rights:
 - Principle 1 - Businesses should support and respect the protection of internationally proclaimed human rights; and
 - Principle 2 - Ensure that they are not complicit in human rights abuses.
 - (ii) Labour:
 - Principle 3 - Businesses should uphold the freedom of association and the effective recognition of the right to collective bargaining;

- Principle 4 - Elimination of all forms of forced and compulsory labour;
- Principle 5 - Effective abolition of child labour; and
- Principle 6 - Elimination of discrimination in respect of employment and occupation.

(iii) Environment:

- Principle 7 - Businesses should support a precautionary approach to environmental challenges;
- Principle 8 - Undertake initiatives to promote greater environmental responsibility; and
- Principle 9 - Encourage the development and diffusion of environmentally friendly technologies.

(iv) Anti-corruption:

- Principle 10 - Businesses should work against corruption in all its forms, including extortion and bribery.

(c) The Contractor shall develop specific principles relevant to the Works, in accordance with the specific requirements of the following provisions of this Sub-Clause 4.2.

4.2.2 Human Rights

- a) The Contractor shall develop principles and objectives with respect to human rights. The development of human rights initiatives implemented on the Works shall be in accordance with the 1948 Universal Declaration of Human Rights ("UDHR"). The UDHR is codified in international law through two 1966 treaties: The International Covenant on Civil and Political Rights and the International Covenant on Economic, Social and Cultural Rights. These treaties comprise the following aspects relevant to the Contractor's Work.
- b) International Covenant on Civil and Political Rights:
- i. Right of self-determination - This right allows peoples to determine their political status and their place in the international community. It includes the right of peoples to develop and progress in social, economic and cultural terms, to dispose of their land's natural resources and wealth, and not to be deprived of their own means of subsistence.
 - ii. Right to life - The right to life entails the right not to be deprived of life arbitrarily or unlawfully, and the right to have one's life protected.
 - iii. Right not to be subjected to slavery, servitude or forced labour - The right to freedom from servitude covers other forms of dominance, egregious economic exploitation, and degradation of human beings, which might arise, for example, in the context of the trafficking of workers, serfdom and debt bondage.
 - iv. Right to freedom of movement - It allows people who are lawfully in a country to move freely throughout the country, to choose where to live within the country, and to leave the country.

- v. Right to privacy - This right protects people against arbitrary, unreasonable or unlawful interference with their privacy, family, home or correspondence, as well as attacks on their honour and reputation.
 - vi. Rights to freedom of thought, conscience and religion - The right to freedom of thought, conscience, and religion encompasses a person's freedom to choose, practice and observe his or her chosen religion or belief.
 - vii. Rights to freedom of opinion and expression – The right protects each person to hold opinions free from outside interference.
 - viii. Rights to freedom from war propaganda, and freedom from incitement to racial, religious or national hatred. This Article requires the prohibition of war propaganda and the prohibition of any advocacy of national, racial or religious hatred that amounts to incitement to discrimination, hostility or violence.
 - ix. Right to freedom of assembly - The right to assemble and gather together peacefully is protected, subject only to those restrictions that are imposed by law as necessary to protect the interests of national security, public safety, public order, public health or morals, or the protection of the rights and freedoms of others.
 - x. Right to freedom of association - Protects the right to form or join all types of association, such as political parties, religious societies, sporting and other recreational clubs, non- governmental organisations and trade unions.
 - xi. Rights of minorities - This Article recognizes the rights of members of ethnic, religious or linguistic minorities to enjoy their own culture, to practise their religion, and to speak their language.
- c) International Covenant on Economic, Social and Cultural Rights:
- (i) Right to work - The right to work recognizes the right of everyone to the opportunity to make their living by work which they freely choose or accept.
 - (ii) Right to enjoy just and favourable conditions of work - The right to enjoy just and favourable working conditions has various components, which are all highly relevant to the actions of companies as they concern the treatment of employees.
 - (iii) Right to form trade unions and join the trade union, and the right to strike. This Article concerns the right of everyone to form trade unions and to join the trade union of his or her choice, subject to the union's own membership rules.
 - (iv) Right to a family life - According to this Article the widest possible protection and assistance should be given to the family, particularly during its establishment, and while it is responsible for the care and education of dependent children.
 - (v) Right to an adequate standard of living - Guarantees the right to an adequate standard of living, including adequate food, clothing, housing and continuous improvement of living conditions. It has also been interpreted as including access to sufficient water and sanitation.
 - (vi) Right to health - Recognizes the right to the highest attainable standard of physical and

mental health.

- (vii) Rights to take part in cultural life - Guarantees the right to take part in the cultural life of society.

4.3 Community Relations

- a) The Employer will be responsible for the overall management of community relations and communications with the local communities with respect to the Project and the Works. The Contractor shall fully cooperate with the Employer in this regard, including assigning a designated Community Relations Officer for liaison and coordination with the Employer and the local community with respect to the Contractor's activities that affect the local community.
- b) The Contractor shall ensure that all Contractor's Personnel respect the local culture and religious beliefs.
- c) Complaints or grievances received by the Contractor from members or representatives of local communities shall be fully documented by the Contractor and immediately forwarded to the Employer for any necessary follow-up action. The Contractor shall fully cooperate with the Employer to ensure that such complaints or grievances are treated with the utmost importance and resolved as quickly as possible. The Contractor shall provide and maintain a book for the recording of the details of each complaint or grievance received by the Contractor, and which shall include the following details with respect to each such complaint or grievance:
 - i. Date and time of receipt of the complaint or grievance;
 - ii. Nature, type, date and time of the activity or issue giving rise to the complaint or grievance
 - iii. Name, address and contact details of the person advising of the complaint/grievance;
 - iv. Details of the means of communication of the complaint/grievance.

5. Engagement of Staff and Labour

5.1 General

- a) The Contractor shall comply with the provisions contained in this Clause 5 with regard to the engagement and welfare of all the Contractor's Personnel.
- b) Contractor's policies and procedures with respect to employees shall comply with labour and occupational health and safety Laws.
- c) The Contractor shall maintain equal employment opportunity recruitment practices that are fair, equitable and promote diversity.
- d) The Contractor shall ensure that all the Contractor's Personnel engaged in the Works meet the minimum age for labour.
- e) In particular, the Contractor shall develop procedures that
 - (i) Respect human rights;

- (ii) respect diversity;
- (iii) provide fair assessment and treatment of staff;
- (iv) support diverse working styles;
- (v) maintain and enhance skills and capabilities of staff;
- (vi) optimize human resources and development;
- (vii) ensure occupational health and safety standards are met, and give consideration to its employees' health; and
- (viii) protect its employees' personal data

5.2 Labour Laws

- (a) The Contractor shall comply with all the relevant labour Laws applicable to the Contractor's Personnel, including Laws relating to their employment, health, safety, welfare, immigration and emigration, and shall allow them all their legal rights.
- (b) The Contractor shall require the Contractor's Personnel to obey all applicable Laws, including those concerning health, safety and environmental protection.
- (c) The Contractor shall be solely responsible for the industrial relations of the Contractor's Personnel, including obtaining the required residential and work permits, visas and any other clearances (if any) required pursuant to the applicable Laws.
- (d) The Contractor shall recognize the freedom of the Contractor's Personnel to be members of trade unions recognized by the relevant ministry in the Country.
- (e) The Contractor shall not employ labour below the minimum age required by Law on the Works for any purpose whatsoever.

5.3 Rates of Wages

- a) The Contractor shall pay rates of wages, observe working hours, conditions of labour, and other conditions of employment, which are not lower than those established for the trade or industry than those applying generally in, and/or as stated in, applicable labour Laws, and other relevant Laws as are applicable.
- b) If no established rates or conditions are applicable, the Contractor shall pay rates of wages and observe conditions which are not lower than the general level of wages and conditions observed locally by employers whose trade or industry is similar to that of the Contractor.

5.4 Employment of Local Persons

- (a) The Contractor shall, in the execution of the Works (and shall procure that its Subcontractors shall), maximize the employment of Local Persons.
- (b) Without limiting the provisions of this Clause 5, the Parties agree that:
 - i. foreign manpower engaged by the Contractor in relation to the Works shall be limited only to engineers, supervisors and other personnel with special skills required specifically for the purposes of the Works and shall only be employed in connection with the Works,

- where such manpower and/or skills are not reasonably available within the Country; and
- ii. all unskilled workers employed in connection with the execution of the Works shall be citizens of the Country, unless the Contractor can show that in any particular trade or skill, citizens of the Country are not available in the numbers required in order to perform the Works.

5.5 Discrimination

- (a) The Contractor shall provide equal opportunities in the employment of staff and labour, and shall not discriminate, or cause to be discriminated against any person due to racial, ethnic, religious, gender or age reasons or grounds.
- (b) The Contractor shall establish gender balanced targets within all recruitment documents and hiring plans to ensure that there are equal opportunities at all levels in the work force.

5.6 Prohibition of Forced or Compulsory Labour

The Contractor shall not employ forced or compulsory labour in any form. Forced or compulsory labour consists of all work or service, not voluntarily performed, that is extracted from an individual under threat of force or penalty.

5.7 Working Hours

The Contractor shall, in all dealings with the Contractor's Personnel in connection with the Works, have due regard to all recognized days of rest, local festivals, religious holidays, other customs and normal working hours, unless:

- (a) otherwise stated in the Contract;
- (b) the Employer gives consent; or
- (c) the work is unavoidable, or necessary for the protection of life or property or for the safety of the Works, in which case the Contractor shall immediately advise the Employer.

GEKAM POWER PRIVATE LIMITED



INVITATION FOR BIDS (IFB)

FOR

All Civil Works Comprising of River Diversion Works, Trench Weir, Intake, Feeder Channel, Desilting Tank, Head Race Tunnel, Surge Shaft, Penstock Civil Works, Power House Building, Tail Race Channel and Switchyard Civil Works, etc. for Rassing Hydropower Project (12 MW) in Laporiang Circle, Papumpare District, Arunachal Pradesh

(CIVIL PACKAGE)

Single-Stage: Two-Envelope Bidding Procedure

Gekam Power Private Limited

Registered Office: B Sector, Naharlagun, Arunachal Pradesh, India.

Email: gekampowerprivatelimited@gmail.com

(Open Competitive Bidding)

Contract title: All Civil Works Comprising of River Diversion Works, Trench Weir, Intake, Feeder Channel, Desilting Tank, Head Race Tunnel, Surge Shaft, Penstock Civil Works, Power House Building, Tail Race Channel and Switchyard Civil Works, etc. for Rassing Hydropower Project (12 MW) in Laporiang Circle, Papumpare District, Arunachal Pradesh.

IFB No: Rassing – CIVIL (Works) – 002

IFB issued on: 28th June 2024

Section 7: General Conditions of Contract

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	Bidding Procedures and Bidding Forms	Section 1: Instructions to Bidders
		Section 2: Bid Data Sheet
		Section 3: Evaluation, Eligibility and Qualification Criteria
		Section 4: Bidding Forms for Technical Bid
		Section 5: Bidding Forms for Price Bid
	Employer's Requirements	Section 6: Employer's Requirements (the contents of this Section include by reference the contents of Volume-2 and Volume -3)
	Conditions of Contract and Contract Form	Section 7: General Conditions of Contract
		Section 8: Special Conditions of Contract
		Section 9: Contract Forms
Volume-2	Technical Specifications	Technical Specification for Civil Works
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A. Contract and Interpretation

1. Definitions:

1. **Bill of Quantities:** This refers to the priced and completed list of items and quantities needed for the project. It's sometimes called the "Schedule of Items and Bill of Quantities."
2. **Contract:** The agreement between the Employer and the Contractor, along with all related documents. These documents collectively form the Contract.
3. **Contract Documents:** These are the specific documents listed in Article 1.1 of the Contract Agreement, including any amendments.
4. **Contractor:** The person or entity named as the Contractor in the contract. It also includes their legal successors or permitted assigns.
5. **Contractor's Representative:** An individual nominated by the Contractor and approved by the Employer. They perform duties delegated by the Contractor.
6. **Construction Manager:** The person appointed by the Contractor's Representative for managing construction-related matters.
7. **Conciliator:** A person appointed to settle disputes between the Employer and the Contractor.
8. **Contract Price:** The specified sum in the Contract Agreement, subject to adjustments based on the Contract.
9. **Contractor's Equipment:** All machinery, vehicles, and items needed by the Contractor for the project. It excludes temporary works and materials.
10. **Contractor's Personnel:** Includes the Contractor's Representative, staff, labor, and other personnel assisting in project execution.
11. **Commencement Date:** This is the date specified in the "Notice to Proceed" issued by the Employer to the Contractor. It's the date when work on the project should start. The Commencement Date must be no later than 15 days after receiving the Notice to Proceed.
12. **Completion:** Completion means that the entire project (or a specific part of it) has been finished according to the contract. This includes both operational and structural aspects. The completed work should be in good condition, clean, and ready for use.
13. **Completion (Taking Over) Certificate** is issued by the Project Manager or Employer to confirm completion.
14. **Day:** In this context, "day" refers to a calendar day unless otherwise specified as a "Business Day." A Business Day is an official working day for the Employer and excludes public holidays.
15. **Drawings:** Drawings are visual representations of the project included in the contract. They may be modified or additional drawings issued by the Employer. These drawings guide the execution of the project.
16. **Defect:** A Defect is any part of the project that doesn't meet the contract requirements. It's something that needs correction.

- 17. Defect Liability Period:** This is the period during which the Contractor is responsible for fixing defects after project completion. It starts from the Completion Date and lasts until the end of the Defect Liability Period.
- 18. Employer:** The Employer is the person or entity named in the contract. It includes their legal successors or permitted assigns.
- 19. Employer's Personnel:** These are individuals associated with the Employer, such as the Project Manager and their representatives. They play a role in fulfilling the Employer's obligations under the contract.
- 20. Eligible Country:** An Eligible Country refers to nations and territories eligible under government rules. Specific criteria determine eligibility.
- 21. Effective Date:** The Effective Date is when all conditions specified in Article 4 of the Contract Agreement are met. It marks the start of the Time for Completion.
- 22. GCC (General Conditions of Contract):** The GCC outlines the general terms and conditions governing the contract.
- 23. Government:** Refers to the government of India, State Government, or Local Government, as applicable.
- 24. Governmental Authority:** Includes various regulatory bodies, courts, and other organizations whose rules have legal force. It encompasses both government and non-government entities.
- 25. "month"** means calendar month.
- 26. "Notice to Proceed"** means a notice given by the Employer to the Contractor to proceed with execution of the Works stipulating therein the Commencement Date, as provided in GCC Clause 8 (Commencement and Time for Completion) hereof.
- 27. "Permanent Works"** means the works of a permanent nature which are to be executed by the Contractor under the Contract
- 28. "Plant"** means the apparatus, equipment, machinery and vehicles (including any components) whether on the Site or otherwise allocated to the Contract and intended to form or forming part of the Works.
- 29. "Party"** means the Employer or the Contractor, as the context requires and "Parties" mean both the Employer and the Contractor.
- 30. "Project Manager" or "Project Management Consultant (PMC)"** (alternatively referred to as the "Engineer-in-Charge" or "Engineer" or "Owner's Engineer") means the person or firm appointed by or hired or engaged (or is proposed to be hired or engaged) by the Employer for the Contract implementation in the manner provided in GCC sub clause 17.1 hereof and named as such, to perform the duties delegated by the Employer including supervising the work being performed by the Contractor and administering the Contract.
- 31. "SCC"** means the Special Conditions of Contract.
- 32. "Subcontractor,"** means any person or corporate body named in the Contract or having been engaged post award of the Contract for execution of specific assignments or a part of the Works, designated by the Contractor, with the prior written consent of the

Employer, as a Subcontractor, manufacturer or supplier for a part of the Works, and any legal successor in title to such Subcontractor.

- 33. "Site" means the land or places where the Works are to be executed and to which Plant and Materials are to be delivered, and any other land or places specified in the Contract as forming part of the Site. The Site location including the country where the Site is located is mentioned in the SCC.
- 34. "Site Investigation Reports" are those that were included in the bidding document and are factual and interpretative reports about the surface and subsurface conditions at the Site.
- 35. "Specifications" means the technical specifications of or in regard to or in respect of the Works included in the Contract, and any additional and modified technical specification issued by (or on behalf of) the Employer/ Project Manager in accordance with the Contract.
- 36. "Time for Completion" means the time within which Completion of the Works as a whole (or of a part of the Works where a separate Time for Completion of such part has been prescribed) is to be attained, as referred to in GCC Clause 8 and in accordance with the relevant provisions of the Contract.
- 37. "Tests on Completion" means the test(s) specified in the Employer's Requirements or elsewhere in the Contract or agreed by both Parties, and which are carried out before the Works attain Completion and are taken over by the Employer.
- 38. "Tests after Completion" means the tests (if any) which are specified in the Employer's Requirements or elsewhere in the Contract or agreed by both Parties or instructed as a Variation, and which are carried out after the Works attain Completion and are taken over by the Employer.
- 39. "Temporary Works" means all temporary works of every kind (other than Contractor's Equipment) required on Site for the execution of the Works.
- 40. "Works" mean the Permanent Works and the Temporary Works, or either of them as appropriate.
- 41. "'week'" means continuous period of seven (7) days.
- 42. "year" means 365 days.

2. Contract Documents

- 2.1 Subject to Article 1.2 (Order of Precedence) of the Contract Agreement, all documents forming part of the Contract (and all parts thereof) are intended to be correlative, complementary and mutually explanatory. The Contract shall be read as a whole.

3. Interpretation:

- 3.1. When interpreting the Contract, consider the following:

- a) Words indicating one gender include all genders.
- b) Singular words also include the plural, and vice versa.
- c) Provisions using words like "agree" or "agreement" must be in writing.

- d) "Tender" is synonymous with "bid," and "tender documents" refer to "Bidding Documents."
- e) "Approved" means written approval, including confirmation of verbal approval.
- f) "Written" includes handwritten, typewritten, printed, or electronic records.
- g) "Person" covers natural individuals, business organizations, and legal entities.
- h) "Joint Venture (JV)" involves multiple entities jointly liable for contract performance.
- i) "Store" refers to where Plant and materials are stored near the Site.
- j) "Works or a part thereof" means specific parts as specified in the Contract.
- k) Marginal words and headings don't impact interpretation.
- l) Contractor performs work at their cost, included in the Contract Price.

3.2. Entire Agreement:

Subject to GCC Sub clause 16.4 hereof, the Contract constitutes the entire agreement between the Employer and Contractor with respect to the subject matter of Contract and supersedes all communications, negotiations, and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.

3.3. Amendment:

- Any changes to the Contract must meet specific criteria:
 - a) They must be in writing.
 - b) They must be dated.
 - c) They must expressly refer to the Contract.
 - d) They must be signed by authorized representatives of both parties.

3.4. Independent Contractor:

- The Contractor is an independent entity performing the Contract.
- The Contract does not create agency, partnership, or joint venture relationships.
- The Contractor is solely responsible for how they perform the Contract.
- Employees, representatives, and Subcontractors are under the Contractor's control, not the Employer's.

3.5. Non-Waiver:

- Subject to GCC Sub clause 3.6.2 below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, nor shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.
- Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, must be dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

3.6. Severability:

- If any Contract provision is invalid or unenforceable, other provisions remain valid.

3.7. Country of Origin:

- "Origin" refers to where Plant and component parts are mined, grown, produced, or manufactured.
- Plant components result from manufacturing, processing, or assembling.
- Compliance with Country of Origin requirements is essential.
- The Contractor must also adhere to import prohibitions when the Government of India restricts relations with specific countries.

3.8. Sufficiency of Contract Price:

- The Contractor is responsible for verifying the correctness of rates and prices in the Contract.
- These rates and prices cover all Contractor obligations under the Contract.
- They also include everything necessary for proper project execution, completion, and defect remediation.

3.9. Survival:

- Certain provisions in the Contract are meant to survive even after performance, termination, expiration, or cancellation.
- These provisions continue to apply beyond those events.

4. Communications:

- When the Contract requires approvals, certificates, notices, etc., follow these rules:
 - a) Use the language specified in the Contract (as per GCC sub clause 5.2 or 5.3).
 - b) Deliver communications with proof of receipt.
 - c) Send them via personal delivery, post, or email.
 - d) Certificates issued to one Party should be copied to the other Party.
 - e) Notices issued by one Party should be copied to the Project Manager or the other Party.
- Verbal Instructions:
 - a) Verbal instructions from the Employer or Project Manager are valid if confirmed in writing within 3 days.
 - b) Written communication is essential for clarity.

5. Law and Language:

- The Contract is governed by the laws of the country specified in the SCC.
- The ruling language of the Contract is as stated in the SCC.

- Communications should also be in the ruling language unless otherwise specified in the SCC.

6. Fraud and Corruption:

6.1. The Employer, its personnel, firms, and individuals involved in procurement activities must maintain high ethical standards.

- Definitions:
 - a) **Corrupt practice:** Offering, giving, receiving, or soliciting anything of value to improperly influence another party's actions.
 - b) **Fraudulent practice:** Misleading or attempting to mislead a party for financial benefit or to avoid obligations.
 - c) **Coercive practice:** Harming or threatening harm to influence another party's actions.
 - d) **Collusive practice:** Arrangement between parties to achieve an improper purpose.
 - e) **Abuse:** Intentional or reckless misuse of assets related to financial activities.
 - f) **Conflict of interest:** Situations where interests could improperly influence performance.
 - g) **Integrity violation:** Breach of ethical principles and guidelines.
- Proposals involving corrupt, fraudulent, or other integrity violations will be rejected.
- Remedial actions (such as sanctions or bans) may be imposed on firms or individuals engaged in such practices.

6.2. Proposal Rejection:

- The Employer will reject a proposal if it finds that the recommended Bidder or any of its officers, employees, subcontractors, or others engaged in corrupt, fraudulent, or other integrity-violating practices during the bidding process.
- Remedial actions (such as sanctions or bans) may be imposed on firms or individuals involved in such practices.

6.3. Cooperation in Investigations:

- All parties engaged in procurement activities must fully cooperate with legally authorized investigations.
- This includes Bidders, consultants, contractors, suppliers, manufacturers, and their respective personnel.

6.4. Contractor's Undertaking:

- The Contractor confirms that no improper payments (fees, gratuities, etc.) were given or received during the procurement process or contract execution.

B. Subject Matter of Contract

7. Scope of Works

7.1. The Contractor's responsibilities include:

1. Providing all necessary Plant and Materials.
2. Performing required services (including design, procurement, quality assurance, construction, installation, etc.).
3. Ensuring compliance with plans, specifications, codes, and other contract documents.
4. This also involves supervision, engineering, labor, equipment, transportation, and storage.
5. Exclusions (if any) will be specified in the Employer's Requirements.

7.2. Implicit Obligations:

Even if not explicitly mentioned in the Contract, the Contractor must perform work and supply items reasonably inferred as necessary for project completion.

7.3. Mandatory Spare Parts:

The Contractor must supply any Mandatory Spare Parts specified in the Contract and Employer's Requirements. These are essential for project maintenance.

8. Commencement and Time for Completion:

- 8.1. The Contractor must start work on the entire project or specific parts (if separate Completion times are specified).
- 8.2. The Commencement Date is determined by the Notice to Proceed from the Employer.
- 8.3. After that, the Contractor proceeds with the project as specified.
- 8.4. The Time for Completion is set in the SCC (Special Conditions of Contract).
- 8.5. The Contractor must achieve Completion within the specified Time for Completion or any extended time allowed under GCC Clause 40.
- 8.6. No credit or bonus is given for early Completion unless specified otherwise in GCC Clause 26.3.

9. Contractor's Responsibility

9.1. General Responsibilities:

1. The Contractor must execute the Works as per the Contract.
2. Completed Works should meet the intended purposes defined in the Contract.
3. The Contractor provides Plant, Materials, documents, and personnel necessary for fulfilling Contract obligations.
4. The Contractor is responsible for safety, adequacy, and stability of operations (except as specified in the Contract)

5. Proper record-keeping and submission of relevant documents are the Contractor's responsibility.
6. The Contractor must cooperate with the Employer, Project Manager, and authorized personnel
7. Using the Employer's name or trademarks in advertising requires prior written approval.

9.2. Contractor's Examination:

1. The Contractor confirms that they examined relevant data before bidding.
2. Lack of acquaintance with data won't excuse underestimating project difficulty or cost.

9.3. Interpreting Data:

1. The Contractor must interpret all data mentioned in GCC sub clause 10.1.
2. To the extent possible (considering cost and time), the Contractor should obtain necessary information about risks, contingencies, and other relevant factors.
3. The Contractor is deemed to have inspected and examined the Site, its surroundings, and available data.
4. Relevant aspects include Site form, sub-surface conditions, hydrological and climatic factors, work requirements, Indian laws, and access needs.

9.4. Permits and Approvals:

1. The Contractor must obtain and pay for permits, approvals, and licenses required by local, state, or national authorities.
2. This includes visas for personnel and entry permits for imported Contractor's Equipment.
3. The Contractor is also responsible for other permits and licenses necessary for Contract performance.

9.5. Compliance with Laws and Instructions:

1. The Contractor must follow instructions from the Employer or Project Manager.
2. They must also comply with all Indian laws (local, state, national) affecting Contract performance.
3. The Contractor is responsible for any liabilities arising from violating these laws.

9.6. Origin and Compliance:

1. All Plant, Materials, and services incorporated into the Works must originate from eligible countries (as specified in GCC Clause 1).
2. Subcontractors must also comply with the same requirement.

9.7. Joint Ventures (JVs):

1. If the Contractor is part of a joint venture (JV), the names of JV members/partners are specified in the SCC.
2. The Lead Partner/Member has authority to conduct business on behalf of all JV members.
3. Any changes to the JV composition require prior consent from the Employer

9.8. Protection of the Environment:

1. The Contractor must take reasonable steps to protect the environment (both on and off the Site).
2. This includes limiting pollution, noise, and other harmful effects from their operations, Emissions, discharges, and effluent must comply with specified values and applicable laws.

9.9. As-Built Records:

1. The Contractor must maintain accurate “as-built” records showing the exact locations, sizes, and details of executed work.
2. These records are essential for project completion.
3. The Project Manager reviews these records before considering the Works completed.
4. Typically, 3 copies of as-built records are submitted unless otherwise specified.

9.10. Operation and Maintenance Manuals:

1. If no manuals are required (as specified in the Employer’s Requirements or elsewhere), this Sub-Clause doesn’t apply.
2. The Contractor must prepare and maintain operation and maintenance manuals as per the specified format.
3. These manuals are reviewed by the Project Manager before considering the Works completed.
4. Typically, 3 copies of as-built records are submitted unless otherwise specified.

9.11. Additional Responsibilities:

The Contractor’s Responsibilities shall also include those, if any, specified in SCC.

10. Employer’s Responsibilities

10.1. Site Investigation Reports and Data:

1. Data provided by the Employer (as described in the SCC or Employer’s Requirements) is considered accurate unless expressly stated otherwise.
2. Seismic, geological, and subsurface conditions on the Site are the Employer’s responsibility.
3. The Contractor must promptly report any errors, omissions, or ambiguities in the provided information.

10.2. Access and Possession:

1. The Employer is responsible for legal and physical possession of the Site.
2. Reasonable access to other areas required for Contract execution is also the Employer's responsibility.
3. Delays beyond the Commencement Date may be addressed as per GCC Clauses 40 and 44.1.

10.3. Permits and Approvals:

1. The Employer must acquire and pay for permits, approvals, and licenses required by local, state, or national authorities.
2. The Contractor may assist in obtaining necessary permits, approvals, and licenses at the Contractor's cost.
3. The Employer will complete and sign required documentation as per statutory requirements.

10.4. Witnessing Tests and Facilities Operation:

1. The Employer must depute sufficient personnel to witness Tests on Completion and/or Tests after Completion.
2. These tests ensure the proper functioning of the completed Works.
3. The Employer is responsible for continued operation and usage of the Works after Completion.
4. Costs related to these responsibilities are borne by the Employer.

10.5. Breach of Obligations:

1. If the Employer breaches any Contract obligations, it will be addressed as per GCC Clauses 40 and 44.1.
2. The Employer's Responsibilities may also include any specified in the SCC (Special Conditions of Contract).

C. PAYMENT

11. Contract Price:

1. The Contract Price is specified in Article 2 (Contract Price and Terms of Payment) of the Contract Agreement.
2. It is calculated based on the priced items in the Bill of Quantities (Which lists the Works to be performed by the Contractor).
3. The Contract Price is usually firm and not subject to alteration unless there's a Change in the Works or other Contract provisions.

12. Payment Terms:

1. The Contractor is paid based on the quantity of work accomplished.

2. The Contract Price is paid as specified in Article 2 (Contract Price and Terms of Payment) and the Appendix (Terms and Procedures of Payment) to the Contract Agreement.
3. Payment does not imply acceptance of the Works unless explicitly stated.
4. The Employer strives for prompt payment within the specified period.

Currency of Payments:

5. The currency for payments is specified in the Appendix (Terms and Procedures of Payment) to the Contract Agreement.
6. Generally, payments are made in the currency in which the Contract Price is stated.

13. Securities:

13.1. Issuance of Securities

1. The Contractor must provide specified securities in favor of the Employer.
2. These securities serve as guarantees for various aspects of Contract performance.

13.2. Advance Payment Security:

1. Within 28 days of the Effective Date, the Contractor provides a security equal to the advance payment amount.
2. The security is in the form specified in the SCC (Special Conditions of Contract).
3. It becomes null and void when the full advance payment is recovered by the Employer.

13.3. Performance Security:

1. Within 28 days of the Contract's Effective Date, the Contractor provides a security for due Contract performance.
2. The security is denominated in the Contract currency or a freely convertible currency acceptable to the Employer.
3. Upon successful completion of the Defect Liability Period, the security is reduced proportionately to the Contract Price.
4. The security is returned after its expiration unless extended due to Contractor liability.

13.4. Security Deposit:

1. Additional provisions regarding Security Deposit towards Performance Security may apply if specified in the SCC.
2. The Employer can claim deductions under the Performance Security for Contractor defaults or breaches.

13.5. Contractor's Responsibilities:

- A. If the Contractor removes defective or damaged Plant from the Site to fix off-site, they must:

- i Repair the Plant.
- ii Return it to the Site.
- iii Reinstall it.
- iv Retest it by the specified duration or another agreed-upon date.

B. Failure to do so may result in:

- v Deductions from the Contractor's Performance Security.
- vi The Contractor must rectify the deficit within 14 days of notice from the Engineer-in-Charge.

14. Taxes & Duties

14.1. Contractor's Responsibility:

1. The Contractor is responsible for paying all taxes, duties, levies, and charges related to the Works, Plant, and Material. These may be assessed by municipal, state, or national government authorities in India and abroad.
2. The Contractor must also handle any taxes on their employees' earnings. In case of claims against the Employer, the Contractor indemnifies and protects the Employer.
3. The Employer is not liable for taxes under the Indian Income Tax Act for the Contractor or subcontractors. However, if required by law, the Employer will deduct Income Tax at source.

14.2. Goods and Service Tax (GST):

The Employer will reimburse the Contractor for the actual Goods and Service Tax (GST) payable in India. This applies to direct transactions between the Employer and the Contractor for specified items of work.

14.3. Tax Savings for Contractor:

If any tax exemptions, reductions, or privileges are available to the Contractor in India, the Employer will assist the Contractor in maximizing these benefits.

14.4. Mineral Extraction Royalties and Levies:

The Contractor is responsible for paying royalties and levies related to mineral extraction or utilization. This includes materials like coarse and fine aggregates, stones, boulders, earth, and clay used for the Works.

14.5. Contract Price Adjustment:

1. The Contract Price is based on taxes prevailing seven days before bid submission in India.
2. If tax rates change during the Contract, an equitable adjustment will be made to the Contract Price based on any new, abolished, or modified taxes related to Plant and Installation Services, as per GCC Clause 36.

- 14.6.** The Employer will perform such duties in regard to the deduction of such taxes at source [TDS] as may be required as per applicable law.

D. Intellectual Property

15. License/ Use of Technical Information

- 15.1. For the operation and maintenance of the Plant, the Contractor hereby grants a non-exclusive and nontransferable license (without the right to sublicense) to the Employer under the patents, utility models, or other industrial property rights owned by the Contractor or by a third party from whom the Contractor has received the right to grant licenses thereunder, and shall also grant to the Employer a nonexclusive and nontransferable right (without the right to sublicense) to use the know-how and other technical information disclosed to the Employer under the Contract. Nothing contained herein shall be construed as transferring ownership of any patent, utility model, trademark, design, copyright, know-how, or other intellectual property right from the Contractor or any third party to the Employer.
- 15.2. The copyright in all drawings, documents, and other materials containing data and information furnished to the Employer by the Contractor herein shall remain vested in the Contractor or, if they are furnished to the Employer directly or through the Contractor by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party. The Employer shall however be free to reproduce all drawings, documents and other material furnished to the Employer for the purpose of the Contract including, if required, for operation and maintenance.

16. Confidential Information

16.1 Keeping Information Confidential:

1. Both the Employer and the Contractor must keep confidential any documents, data, or information provided by the other party during or after the Contract. They cannot share this with third parties without written consent.
2. However, the Contractor can share such information with its subcontractors if needed for their work. In this case, the subcontractors must also maintain confidentiality.

16.2 Specific Use of Information:

1. The Employer can only use documents, data, and information received from the Contractor for operating and maintaining the Works, including procuring spare parts.
2. Similarly, the Contractor can only use information received from the Employer for design, procurement of Plant, construction, and other necessary tasks related to Contract performance.

16.3 Exceptions to Confidentiality:

1. The obligations in clauses 16.1 and 16.2 do not apply to information that:
 - i. Becomes public knowledge without fault.

- ii Was already possessed by the party before disclosure.
- iii Lawfully becomes available from a third party without confidentiality obligations.

16.4 Existing Confidential Undertakings:

Any prior confidentiality agreements related to the Works remain unaffected by this clause.

16.5 Survival of Confidentiality:

These confidentiality provisions continue even after Contract termination.

E. Execution of the Works

17. Representatives

17.1. Project Manager and Delegation

1. Project Manager (PM):

- The Project Manager (also known as the “Engineer-in-Charge” or “Owner’s Engineer”) represents the Employer throughout the Contract.
- All communications from the Contractor to the Employer should be directed to the Project Manager.
- The Project Manager has authority specified in the Contract but cannot relieve the Contractor of their duties and responsibilities.

2. Appointing and Changing PM:

- If the PM is not named in the Contract, the Employer appoints one within 14 days of the Effective Date.
- The Employer can change the PM as needed, ensuring it doesn’t hinder work progress.
- Such changes take effect upon notice to the Contractor.

3. Delegation and Assistants:

- The PM may assign duties and delegate authority to qualified assistants.
- Assistants can issue instructions to the Contractor based on the PM’s delegation.
- If the Contractor questions an assistant’s instruction, they can refer the matter back to the PM.

17.2. Contractor’s Representative and Construction Manager

1. Contractor’s Representative:

- 1.1 If the Contractor’s Representative is not named in the Contract, the Contractor appoints one within 14 days of the Effective Date.
- 1.2 The Contractor requests the Employer’s approval for the appointed person.
- 1.3 If the Employer doesn’t object within 14 days, the Representative is approved. Otherwise, the Contractor appoints a replacement.

- 1.4 The Representative communicates with the Project Manager, relaying all notices, instructions, and information.

2. Delegation and Revocation:

- 2.1 The Representative can delegate powers and functions to others with Employer's approval.
- 2.2 Delegations or revocations require prior notice to the Employer and the Project Manager.
- 2.3 Acts by delegated persons are considered acts of the Contractor's Representative.

3. Construction Manager:

- 3.1 During Works installation until Completion, the Representative appoints a Construction Manager.
- 3.2 The Construction Manager supervises Contractor's work at the Site during normal hours.
- 3.3 In the Manager's absence, a suitable deputy is appointed.

4. Employer's Objection:

- 4.1 The Employer can object to any Contractor representative behaving inappropriately, being incompetent, negligent, or violating Site regulations.
- 4.2 If removed, the Contractor promptly appoints a replacement.

18. Work Program and Progress Reporting

18.1. Contractor's Organization:

- 18.1.1 Within 21 days of the Effective Date, the Contractor provides an organization chart for the Works.
- 18.1.2 The chart includes key personnel identities and their qualifications.
- 18.1.3 Any revisions to the organization chart must be approved by the Employer.
- 18.1.4 If the Employer requests removal of a staff member, the Contractor replaces them within 3 days.

18.2. Program of Performance:

- 18.2.1 Within 28 days of the Effective Date, the Contractor submits a detailed performance program.
- 18.2.2 This program shows the sequence of executing the Works and the required Employer obligations.
- 18.2.3 The program aligns with the Time Schedule in the Contract.
- 18.2.4 Updates and revisions are submitted to the Project Manager.
- 18.2.5 The approved program becomes part of the Contract.

18.3. Progress Report:

- 18.3.1 The Contractor monitors progress and provides monthly progress reports.
- 18.3.2 Reports include percentage completion, comments on delays, and corrective actions.

18.3.3 Details cover design, procurement, construction, testing, and commissioning stages.

Progress Reporting and Hindrance Register

18.4. Progress Reporting:

- The Contractor provides regular progress reports to the Employer and the Project Manager.
- Reports include:
 - Manufacturer details for main Plant and Materials.
 - Deployment status of Contractor's Personnel and Construction Equipment.
 - Insurance claims information.
 - Quality assurance documents, inspection reports, and test results.
 - Safety statistics and hazardous incidents.
 - Comparisons of actual and planned progress.
 - Pending actions from the Employer or Engineer-in-Charge.
 - Drawings required for each part of the Works.
- The Contractor finalizes the report format with Project Manager approval within 14 days of the Effective Date.

18.5. Falling Behind Schedule:

- If the Contractor falls behind the planned progress, they must prepare a revised program.
- The Contractor notifies the Project Manager of steps taken to expedite progress.
- The goal is to achieve Completion within the specified Time for Completion.

18.6. Hindrance Register:

- Both the Contractor and the Employer/Project Manager maintain Hindrance Registers at the Site.
- Hindrance Registers record obstacles related to design, engineering, procurement, supply, erection, installation, and construction.
- Any hindrance identified is promptly reported to the other Party within 7 days.
- The format of the Hindrance Register is approved by the Project Manager.

18.7. Procedures and Subcontracting

18.8. Contract Execution Procedures:

- The Contract must follow the Contract Documents and any procedures specified in the Employer's Requirements.
- The Contractor can use its own project execution plans as long as they don't conflict with the Contract provisions.

18.9. Management Meetings:

- Monthly Management Meetings are held to review Contract performance and related issues.
- Attendees include the Employer, Project Manager, and Contractor (with planning personnel).
- Decisions made during or after the meeting are conveyed in writing to all attendees.

19. Subcontracting:

- The Contractor needs approval to subcontract any part of the Works unless specified otherwise.
- The Appendix 5 lists major items of plant and services along with approved Subcontractors.
- If no Subcontractors are listed, the Contractor prepares a list for approval.
- Subcontracting doesn't relieve the Contractor of contractual obligations.
- Additional provisions in SCC regarding subcontracting also apply.

20. Design, Engineering, and Technical Documents

20.1. Specifications and Drawings:

1. The Contractor must execute detailed design and engineering work according to the Contract provisions or good engineering practice.
2. The Contractor is responsible for any discrepancies, errors, or omissions in its prepared specifications, drawings, and technical documents.
3. These discrepancies are not the Contractor's fault if they result from inaccurate information provided by the Employer.

20.2. Codes and Standards:

1. The Contract refers to codes and standards for execution.
2. The current edition or revised version applies unless otherwise specified.
3. Changes during Contract execution require Employer approval.

20.3. Approval/Review of Technical Documents:

1. The Contractor prepares or instructs Subcontractors to prepare documents listed in the Contract.
2. The Project Manager approves or reviews these documents.
3. Works related to approved documents can proceed.
4. Specific clauses apply to documents requiring approval.

21. Disputes, Document Approval, and Plant/Materials

21.1. Disputes and Document Approval:

- If a dispute arises due to Project Manager disapproving a document, it can be referred for resolution.

- The Contractor follows Project Manager's instructions during dispute resolution.
- If the outcome favors the Contractor, they are reimbursed for additional costs incurred.
- Project Manager's approval doesn't relieve the Contractor of responsibilities unless subsequent failure results from Project Manager's modifications.

21.2. Document Amendments:

- The Contractor must not deviate from approved documents.
- Any changes require Project Manager's approval.
- If Project Manager requests changes, GCC Clause 39 applies.

21.3. Plant and Materials:

- The Contractor procures and transports Plant and Materials to the Site.
- The Contractor records road and land conditions before transportation.
- Proof and samples of Plant and Materials are submitted for Employer's approval.
- Project Manager has authority to remove non-compliant Plant and Materials from the Site.
- Additional provisions in SCC also apply.

21.4. Employer-Supplied Plant and Materials and Transportation

21.5. Employer-Supplied Plant and Materials:

- If the Contract specifies that the Employer will provide certain items, the following rules apply:
 - The Employer transports each item to the Site at its own risk and expense.
 - The Contractor inspects visually upon receipt and notifies the Project Manager of any issues.
 - The Employer promptly remedies any shortages, defects, or defaults.
 - After inspection, the item falls under the Contractor's care and control.
 - The Contractor is responsible for further transportation, insurance, and handling.

21.6. Transportation:

1. The Contractor transports all Plant & Materials and Contractor's Equipment to the Site at their own risk and expense.
2. The Contractor can choose a safe mode of transport.
3. Dispatch details are communicated to the Employer.
4. The Contractor obtains necessary approvals for transportation.
5. Packing must prevent damage during transit, considering extreme conditions and remoteness of the destination.
6. The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as may be expressly provided for in

the Contract and, subject to any subsequent instruction ordered by the Project Manager consistent with the requirements of the Contract.

7. Protection of Highways and Bridges:

- The Contractor must take reasonable measures to prevent damage to highways and bridges connected to or on the routes to the site.
- Specifically, the Contractor should:
 - Choose suitable routes.
 - Use appropriate vehicles.
 - Limit and distribute loads to minimize damage.
- If highways or bridges are damaged due to Contractor traffic, the Contractor is responsible for restoring them at their own expense.

21.7. Customs Clearance

1. Customs Duties and Levies:

- The Contractor is responsible for any Indian Customs duties or levies on Plant & Materials imported into India.
- If the Employer is legally required to pay these levies, the Contractor reimburses the Employer from their payments.
- The Contractor handles customs clearance and related formalities at their own expense.

22. Construction/Erection/Installation

22.1. Setting Out/Supervision:

22.1.1. Benchmark

1. The Contractor shall be responsible for the true and proper setting-out of the Works in relation to bench marks, reference marks, and lines provided to it in writing by or on behalf of the Employer. The Contractor shall also be responsible and for the provisions of all instruments, appliances, materials and labour required in connection therewith in accordance with the Contract and the governing laws as per GCC sub clause 5.1.
2. If, at any time during the progress the Works, any error shall appear in the position, level, or alignment of the Works, the Contractor shall forthwith notify the Project Manager of such error and, at its own expense, immediately rectify such error to the reasonable satisfaction of the Project Manager. If such error is based on incorrect data provided in writing by or on behalf of the Employer, the expense of rectifying the same shall be borne by the Employer.
3. The Contractor shall provide all reasonable facilities and assistance to the Employer for checking the setting out, lines and grades established by the Contractor. The checking of any setting out or of any line and grade by the Employer shall not in any way relieve the Contractor of his responsibility for the correctness thereof.

22.1.2. Contractor's Supervision:

1. The Contractor provides necessary superintendence during installation.
2. The Construction Manager or their deputy is constantly present on the Site for full-time supervision.
3. Technical personnel and competent supervisory staff are employed by the Contractor.

22.2. Labor

22.2.1. Engagement of Staff and Labor:

1. Except as otherwise stated in the Specification, the Contractor shall make arrangements for the engagement of all staff and labor, local or otherwise, and for their payment, housing, feeding, and transport.
2. The Contractor shall provide and employ on the Site in the installation of the Works such skilled, semi-skilled, and unskilled labor as is necessary for the proper and timely execution of the Contract. The Contractor is encouraged to use local labor that has the necessary skills.
3. The Contractor shall be responsible for obtaining all necessary labor licenses, registration permit(s) and/or visa(s) from the appropriate authorities for the entry of all labor and personnel to be employed on the Site in India, where the Site is located. The Employer will, if requested by the Contractor, use his best endeavors in a timely and expeditious manner to assist the Contractor in obtaining any local, state, national, or government permission required for bringing in the Contractor's personnel.
4. The Contractor shall at its own expense provide the means of repatriation to all of its and its Subcontractor's personnel employed on the Contract at the Site to the place where they were recruited or to their domicile. It shall also provide suitable temporary maintenance of all such persons from the cessation of their employment on the Contract to the date programmed for their departure. In the event that the Contractor defaults in providing such means of transportation and temporary maintenance, the Employer may provide the same to such personnel and recover the cost of doing so from the Contractor.
5. The Contractor shall, if required by the Project Manager, deliver to him a return in detail, in such form and at such reasonable intervals as the Project Manager 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 Project Manager may require.

22.2.2. Persons in the Service of Employer

The Contractor shall not recruit, or attempt to recruit, staff and labor from amongst the Employer's Personnel.

22.2.3. Labor Laws

- (a) The Contractor shall comply with all the relevant labor Laws applicable to the Contractor's Personnel, including Laws relating to their employment, health, safety, welfare, immigration, and emigration, and shall allow them all their legal rights.
- (b) The Contractor shall at all times during the progress of the Contract use its best endeavors to prevent any unlawful, riotous, or disorderly conduct or behavior by or amongst its employees and the labor of its Subcontractors.
- (c) The Contractor shall, in all dealings with its labor and the labor of its Subcontractors currently employed on or connected with the Contract, pay due regard to all recognized festivals, official holidays, religious, or other customs and all local laws and regulations pertaining to the employment of labor.
- (d) During continuance of the Contract, the Contractor and his sub-contractors shall abide at all times by all applicable existing labour enactments and rules made thereunder, regulations notifications and byelaws 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 the Central Government or the local authority. 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.
- (e) Salient features of some major laws applicable to establishments engaged in building and other construction works are summarized below, however, notwithstanding the same, the Contractor shall comply with laws in force, and as might have been amended from time to time or as shall be amended till Completion of the Works :
 - i) Workmen Compensation Act 1923: The Act provides for compensation in case of injury by accident arising out of and during the course of employment.
 - ii) 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 or 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.
 - iii) Employee P.F. and Miscellaneous Provision Act 1952: The Act provides for monthly contribution by the employer plus workers @10% or 8.33%. The benefits under the Act are:
 - a. Pension or family pension on retirement or death, as the case may be.
 - b. Deposit linked insurance on death in harness of the worker.
 - c. Payment of P.F. accumulation on retirement/ death etc.

- iv) Maternity Benefit Act 1951: The Act provides for leave and some other benefits to women employees in case of confinement or miscarriage etc.
- v) 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 Certification 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 labor/ contract labor.
- vi) Minimum Wages Act 1948: The Employer is supposed to pay not less than the Minimum Wages fixed by appropriate Government as per provision of the Act if the employment is a scheduled employment. Construction of Buildings, Roads, Runways are scheduled employments.
- vii) 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.
- viii) 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.
- ix) 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 is to be paid to employees getting Rs. 2500/- per month or above up to 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.
- x) Industrial Dispute Act 1947: the Act lays down the machinery the 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.
- xi) Industrial Employment (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 Act provides for laying down rules governing the conditions of employment by the Employer on

matters provided in the Act and get the same certified by the designated Authority.

- xii) Trade Unions Act 1926: The Act lays down the procedure for registration of trade unions of workmen and employers. The Trade Unions registered under the Act have been given certain immunities from civil and criminal liabilities.
 - xiii) 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 Labour is prohibited in Building and Construction Industry.
 - xiv) 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 an establishment to which this Act becomes applicable, are required to be provided certain Works such as housing, medical aid, traveling expenses from home upto the establishment and back, etc.
 - xv) 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 employ 10 or more workers are covered under this Act. All such establishments are required to pay cess at the rate not exceeding 2% of the cost of construction as may be modified by the Government. The Employer of the establishment is required to provide safety measures at the Building or construction work and other welfare measures, such as Canteens, FirstAid Works, Ambulance, Housing accommodations for workers near the work place etc. The Employer to whom the Act applies has to obtain a registration certificate from the Registering Officer appointed by the government.
 - xvi) Factories Act 1948: The Act lays down the procedure for approval at plans before setting up a factory, health and safety provisions, welfare provisions, working hours, annual earned leave and rendering information regarding accidents or dangerous occurrences to designated authorities. It is applicable to premises employing 10 persons or more with aid of power or 20 or more persons without the aid of power engaged in manufacturing process.
- (f) 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.

- (g) If the Employer is caused to pay under any law as principal employer such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/ byelaws/Acts/ Rules/regulations including amendments, if any, on the part of the Contractor, the Employer shall have the right to deduct any money due to the Contractor under this contract or any other contract with the employer including his amount of performance security for adjusting the aforesaid payment. The Employer 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.

22.2.4. Rates of Wages and Conditions of Labor

- a) The Contractor shall pay rates of wages, and observe conditions of labor, which are not lower than those established for the trade or industry where the work is carried out. If no established rates or conditions are applicable, the Contractor shall pay rates of wages and observe conditions which are not lower than the general level of wages and conditions observed locally by employers whose trade or industry is similar to that of the Contractor.
- b) The Contractor shall inform the Contractor's Personnel about their liability to pay personal income taxes in the Country in respect of such of their salaries, wages, and allowances as are chargeable under the Laws for the time being in force, and the Contractor shall perform such duties in regard to such deductions thereof as may be imposed on him by such Laws.
- c) The Contractor shall not make employment decisions based upon personal characteristics unrelated to job requirements. The Contractor shall base the employment relationship upon equal opportunity and fair treatment, and shall not discriminate with respect to aspects of employment relationship, including recruitment and hiring, compensation (including wages and benefits), working conditions and terms of employment or retirement, and discipline.
- d) The Contractor shall provide equal wages and benefits to men and women for work of equal value or type,

22.2.5. Working Hours

- a) No work shall be carried out on the Site on locally recognized days of rest, or outside the normal working hours, unless
 - (i) otherwise stated in the Contract;
 - (ii) the Project Manager gives consent; or
 - (iii) the work is unavoidable, or necessary for the protection of life or property or for the safety of the Works, in which case the Contractor shall immediately advise the Project Manager.
- b) If and when the Contractor considers it necessary to carry out work at night or on

public holidays so as to meet the Time for Completion and requests the Project Manager's consent thereto, the Project Manager shall not unreasonably withhold such consent.

- c) This sub clause shall not apply to any work which is customarily carried out by rotary or double shifts.

22.2.6. Facilities for Staff and Labor

- (a) Except as otherwise stated in the Specification, the Contractor shall provide and maintain all necessary accommodation and welfare Works for the Contractor's Personnel. The Contractor shall also provide Works for the Employer's Personnel as stated in the Specification.
- (b) The accommodation referred to in (a) must be equipped adequately with latrines and urinals as per standard norms for highest standards of hygiene, to the full satisfaction of Project Manager.
- (c) The Contract shall ensure provision of Rest Shelters and Crèches at Site as per Government norms and to the full satisfaction of the Project Manager.
- (d) The Contractor shall not permit any of the Contractor's Personnel to maintain any temporary or permanent living quarters within the structures forming part of the Permanent Works.

22.2.7. Health and Safety

- (a) The Contractor shall at all times take all reasonable precautions to maintain the health and safety of the Contractor's Personnel. In collaboration with local health authorities, the Contractor shall ensure that medical staff, first aid Works, sick bay, and ambulance service are available at all times at the Site and at any accommodation for Contractor's and Employer's Personnel, and that suitable arrangements are made for all necessary welfare and hygiene requirements and for the prevention of epidemics.
- (b) The Contractor shall appoint an accident prevention officer at the Site, responsible for maintaining safety and protection against accidents. This person shall be qualified for this responsibility, and shall have the authority to issue instructions and take protective measures to prevent accidents. Throughout the performance of the Contract, the Contractor shall provide whatever is required by this person to exercise this responsibility and authority.
- (c) The Contractor shall send to the Project Manager, details of any accident as soon as practicable after its occurrence. The Contractor shall maintain records and make reports concerning health, safety, and welfare of persons, and damage to property, as the Project Manager may reasonably require.

- (d) The Contractor shall conduct health and safety programs for workers employed under the project, and shall include information on the trafficking of women and the risk of sexually transmitted diseases, including HIV/AIDS in such programs.
- (e) The Contract shall ensure compliance to and observe the safety regulations and provisions, if any, specified in SCC, at Site.

22.2.8. Funeral Arrangements

In the event of the death of any of the Contractor's personnel or accompanying members of their families, the Contractor shall be responsible for making the appropriate arrangements for their return or burial.

22.2.9. Records of Contractor's Personnel

The Contractor shall keep accurate records of the Contractor's personnel, including the number of each class of Contractor's Personnel on the Site and the names, ages, gender, hours worked, and wages paid to all workers. These records shall be summarized on a monthly basis in a form approved by the Project Manager and shall be available for inspection by the Project Manager until the Contractor has completed all work.

22.2.10. Supply of Foodstuff

The Contractor shall arrange for the provision of a sufficient supply of suitable food as may be stated in the Specification at reasonable prices for the Contractor's Personnel for the purposes of or in connection with the Contract.

22.2.11. Supply of Water

The Contractor shall, having regard to local conditions, provide on the Site an adequate supply of drinking and other water for the use of the Contractor's Personnel.

22.2.12. Measures against Insect and Pest Nuisance

The Contractor shall at all times take the necessary precautions to protect the Contractor's Personnel employed on the Site from insect and pest nuisance, and to reduce their danger to health. The Contractor shall comply with all the regulations of the local health authorities, including use of appropriate insecticide.

22.2.13. Alcoholic Liquor or Drugs

The Contractor shall not, otherwise than in accordance with the Laws of the Country, import, sell, give barter, or otherwise dispose of any alcoholic liquor or drugs, or permit or allow importation, sale, gift barter, or disposal by Contractor's Personnel.

22.2.14. Arms and Ammunition

The Contractor shall not give, barter, or otherwise dispose of, to any person, any arms or ammunition of any kind, or allow Contractor's Personnel to do so.

22.2.15. Prohibition of All Forms of Forced or Compulsory Labor

The contractor shall not employ "forced or compulsory labor" in any form. "Forced or compulsory labor" consists of all work or service, not voluntarily performed, that is extracted from an individual under threat of force or penalty.

22.2.16. Prohibition of Harmful Child Labor

The Contractor shall not employ any child to perform any work that is economically exploitative, or is likely to be hazardous to, or to interfere with, the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development. "Child" means a child below the statutory minimum age specified under applicable National, State or local law in India."

22.2.17. In addition to the above, the stipulations, if any, specified in SCC shall also apply.

22.3. Contractor's Construction Equipment

Providing and Installing Equipment:

The Contractor must provide and install all necessary Construction Equipment for executing the Works.

The goal is to complete the Works within the specified Time for Completion.

Preferably, new Construction Equipment should be used.

Deployment and Maintenance:

The Contractor deploys Construction Equipment according to the agreed schedule. Additional Equipment may be deployed if progress is slow due to Contractor-related reasons.

Proper workshops, storage facilities, and experienced personnel are arranged for Equipment repair and maintenance near the Site.

Equipment Usage and Removal:

Equipment brought to the Site is exclusively for executing the Contract.

The Contractor cannot remove Equipment from the Site without Project Manager's consent.

Upon completion of the Works, the Contractor removes all Equipment and surplus materials from the Site.

Export Permissions:

If the Contractor's Equipment is no longer needed for the Contract, the Employer assists in obtaining any necessary government permissions for export.

22.4. Site Regulations and Safety

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 Contractor's activities on the Site including (a) safety of all persons entitled to be upon the Site and (b) keeping the Site (so far as the same is under the Contractor's care and custody) and the Works (so far as the same are not completed and taken over by the Employer) in an orderly state for avoidance of any danger to the Works. The Employer and the Contractor shall establish Site regulations setting out the rules to be observed in the execution of the Contract at the Site and shall comply therewith. The Contractor shall prepare and submit to the Employer, with a copy to the Project Manager, proposed Site regulations for the Employer's approval, which approval shall not be unreasonably withheld.

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

22.5. Opportunities for Other Contractors

Work Opportunities for Other Contractors:

Upon written request from the Employer or Project Manager, the Contractor must provide reasonable opportunities for other contractors employed by the Employer on or near the Site.

This includes allowing use of roads, Contractor's Equipment, and other facilities or services.

Compensation for any loss or damage caused by other contractors is required.

Minimizing Interference:

The Contractor arranges their work to minimize interference with other contractors.

The Project Manager resolves any differences or conflicts arising between the Contractor and other contractors.

Decisions made by the Project Manager are binding on the Contractor.

22.6. Emergency Work

If, by reason of an emergency arising in connection with and during the execution of the Contract, any protective or remedial work is necessary as a matter of urgency to prevent damage to the Works, the Contractor shall immediately carry out such work.

If the Contractor is unable or unwilling to do such work immediately, the Employer may do or cause such work to be done as the Employer may determine is necessary in order to prevent damage to the Works. In such event the Employer shall, as soon as practicable after the occurrence of any such emergency, notify the Contractor in writing of such emergency, the work done and the reasons therefor. If the work done or caused to be done by the Employer is work that the Contractor was liable to do at its own expense under the Contract, the reasonable costs incurred by the Employer in connection therewith shall be paid by the Contractor to the Employer. In case such work is not in the scope of the Contractor, the cost of such remedial work shall be borne by the Employer.

22.7. Site Clearance

22.7.1 Site Clearance in Course of Performance

In the course of carrying out the Contract, the Contractor shall keep the Site reasonably free from all unnecessary obstruction, store, or remove any surplus materials, clear away any wreckage, rubbish, or temporary works from the Site, and remove any Contractor's Equipment no longer required for execution of the Contract.

22.7.2 Clearance of Site after Completion

After Completion of all parts of the Works, the Contractor shall clear away and remove all wreckage, rubbish, and debris of any kind from the Site, and shall leave the Site and Works in a clean and safe condition.

22.8. Watching and Lighting

The Contractor shall provide and maintain at its own expense all lighting, fencing, and watching when and where necessary for the proper execution and the protection of the Works, or for the safety of the owners and occupiers of adjacent property and for the safety of the public.

22.9. Environment and Social

22.9.1. The Contractor shall be fully responsible for compliance with all relevant environmental protection and social safeguards regulations and standards with respect to provision of the Plant and Incidental Services for the Works including Contractor's Equipment and with respect to the Contractor's personnel, and sub-contractors pursuant to the Contract.

22.9.2. The Contractor shall take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as consequence of his methods of operation.

During continuance of the Contract, the Contractor and his Sub-contractors shall abide at all times by all existing enactments on environmental protection and rules made thereunder, regulations, notifications and bye-laws of the State or Central Government, or local authorities and any other law, bye-law, regulations that may be passed or notification that may be issued in this respect in future by the State or Central Government or the local authority.

Salient features of some of the major laws that are applicable are given below, however, notwithstanding the same, the Contractor shall comply with laws in force, and as might have been amended from time to time or as shall be amended till Completion of the Works:

- i) The Water (Prevention and Control of Pollution) Act, 1974, This provides for the prevention and control of water pollution and the maintaining and restoring of wholesomeness of water. 'Pollution' means such contamination of water or such alteration of the physical, chemical or biological properties of water or such discharge of any sewage or trade effluent or of any other liquid, gaseous or solid substance into water (whether directly or indirectly) as may, or is likely to, create a nuisance or render such water harmful or injurious to public health or safety, or to domestic, commercial, industrial, agricultural or other legitimate uses, or to the life and health of animals or plants or of aquatic organisms.
 - ii) The Air (Prevention and Control of Pollution) Act, 1981, This provides for prevention, control and abatement of air pollution. 'Air Pollution' means the presence in the atmosphere of any 'air pollutant', which means any solid, liquid or gaseous substance (including noise) present in the atmosphere in such concentration as may be or tend to be injurious to human beings or other living creatures or plants or property or environment.
 - iii) The Environment (Protection) Act, 1986, This provides for the protection and improvement of environment and for matters connected therewith, and the prevention of hazards to human beings, other living creatures, plants and property. 'Environment' includes water, air and land and the inter-relationship which exists among and between water, air and land, and human beings, other living creatures, plants, micro-organism and property.
 - iv) The Public Liability Insurance Act, 1991, This provides for public liability insurance for the purpose of providing immediate relief to the persons affected by accident occurring while handling hazardous substances and for matters connected herewith or incidental thereto. Hazardous substance means any substance or preparation which is defined as hazardous substance under Environment (Protection) Act, 1986, and exceeding such quantity as may be specified by notification by the Central Government.
- 22.9.3. The Contractor shall ensure implementation of appropriate social safeguards standards and practices for all personnel involved in provision of Works, the Plant and Materials for the Works including Contractor's Equipment.
- 22.9.4. The Contractor shall ensure that the Works, the Plant and Materials for the Works supplied, delivered and installed are free from modern slavery.
- 22.9.5. The Contractor shall also ensure compliance with the provisions, if any, specified in SCC.

- 22.9.6. Additional Provisions: Additional provisions, if any, specified in SCC shall also be applicable

23. Quality Assurance, Tests

23.1 Testing and Inspection

1. Carrying Out Tests and Inspections:

- The Contractor must conduct specified tests and inspections at the place of manufacture or sourcing and/or on the Site.
- Necessary resources (apparatus, staff, documents, etc.) are provided by the Contractor.
- The Employer and Project Manager can attend these tests, with costs borne by the Employer.
- If they don't attend, the Contractor proceeds and provides certified reports.

2. Test Results and Certification:

- When Plant, Materials, or Works pass the specified tests, the Project Manager issues a certificate.
- Certification doesn't relieve the Contractor of their duties.
- If tests fail, the Contractor rectifies or replaces the affected items.

3. Payment and Compliance:

- Payment is limited until test results meet specified criteria.
- The Employer's decisions in such matters are final and binding.

4. Disputes and Payment:

- If a dispute arises during testing or inspection that cannot be resolved, it may be referred for resolution according to GCC Clause 45.
- Until test results meet specified criteria, payment to the Contractor is limited.
- The Employer's decision in such matters is final and binding.

5. Access for Inspection:

- The Contractor allows the Employer and Project Manager access to places where Plant or Materials are manufactured or Works are installed.
- The Project Manager provides reasonable prior notice.

6. Responsibilities and Uncovering:

- Test execution, attendance, or certificates don't release the Contractor from other responsibilities.
- No part of the Works or foundations can be covered without required tests.
- The Contractor uncovers parts as required by the Project Manager.

- If any parts of the Works or foundations have been covered up at the Site after compliance with the requirement of GCC sub clause 23.10 and are found to be executed in accordance with the Contract, the expenses of uncovering, making openings in or through, reinstating, and making good the same shall be borne by the Employer, and the Time for Completion shall be reasonably adjusted to the extent that the Contractor has thereby been delayed or impeded in the performance of any of its obligations under the Contract.

23.2 Quality Assurance, Inspection, and Defect Correction

Quality Assurance and Inspection:

- The Contractor establishes Quality Control/Quality Assurance Systems.
- Reports are provided to the Project Manager about checks and inspections.
- The Project Manager checks the quality of Works and notifies the Contractor of any Defects found.
- Uncovering and additional tests may be required to verify Defects.

23.3 Identifying and Correcting Defects:

- The Project Manager checks Contractor's work for Defects and specifies correction time.
- The Employer's Technical auditor/examiner may also check and notify of Defects.
- The Contractor must correct notified Defects within the specified time.
- If not corrected, the cost is assessed and recovered from the Contractor.

Note: Where in certain cases, the technical specifications provide for acceptance of works within specified tolerance limits at reduced rates, Project Manager will certify payments to Contractor accordingly.

24. Contractor's Operations and Related Provisions

24.1. General

- 25.1.1. The Contractor shall confine the Contractor's operations to the Site, and to any additional areas which may be obtained by the Contractor and acknowledged by the Project Manager as working areas. The Contractor shall take all necessary precautions to keep Contractor's Equipment and Contractor's Personnel within the Site and these additional areas, and to keep them off adjacent land.
- 25.1.2. At all times, the Contractor shall keep the Site free from all unnecessary obstruction, and shall properly store or remove from the Site any Contractor's Equipment and/or surplus materials. The Contractor shall promptly clear away and remove from the Site any wreckage, rubbish, hazardous waste and Temporary Works which are no longer required. Promptly after the issue of a Completion (Taking Over) Certificate, the Contractor shall clear away and remove, from that part of the Site and Works to which the Completion Certificate refers, all Contractor's Equipment, surplus material, wreckage, rubbish, hazardous waste

and Temporary Works. The Contractor shall leave that part of the Site and the Works in a clean and safe condition. However, the Contractor may retain at locations on the Site agreed with the Employer, during the Defect Liability Period, such Plant, Material, and Contractor's Equipment as are required for the Contractor to fulfil obligations under the Contract.

- 25.1.3. The Contractor shall be responsible for design of Temporary Works as specified in the Contract. The Contractor shall submit design and related drawings for the proposed Temporary Works to the Project Manager/ Employer for his information/ approval as may be required by the Project Manager. The Project Manager's approval shall not alter the Contractor's responsibility for design of the Temporary Works. The Contractor shall obtain approval of third parties to the design of the Temporary Works, where required.
- 25.1.4. The Contractor shall execute the Works in the most substantial and workmanlike manner and both as regards Plant and Materials and otherwise in every respect in strict conformity with the Employer's Requirements including Technical Specifications. The Contractor shall also conform exactly, fully, and faithfully to the designs, construction drawings, Technical Specifications, and instructions in writing in respect of the Works, 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.
- 25.1.5. The Contractor shall give prompt notice to the Project Manager, of any error, omission, fault, or other defect in the Technical Specifications or the design for the Works which he discovers when reviewing the Contract or executing the Works.

24.2. Drawings and Documents:

- 24.2.1. The Contractor shall be entitled to receive, the 2 (two) sets of hard copies and soft copies in non-editable format with regards to the Drawings including construction Drawings and revisions thereto, during the performance of the Contract. Such further construction drawings as the Employer may issue to the Contractor from time to time in respect of the Works, shall be deemed to form integral part of the Contract and the Contractor shall carry out the Works accordingly.
- 24.2.2. The Contractor shall give 2 (two) months' notices to the Project Manager, whenever planning or execution of the Works is likely to be delayed or disrupted due to delay in issuance of Drawings including construction drawings by the Project Manager, unless any further Drawings including construction drawings or instruction are issued by the Employer. The notice shall include details of the Drawing or instruction and state the reason and timelines for requirement of instructions and of any delay or disruption likely to occur if it is late.
- 24.2.3. If, for reason of any failure or inability of the Employer to issue, within 14 (fourteen) Business Days, any Drawings including construction drawings or instruction for

which notice has been given by the Contractor in accordance with GCC sub clause 24.2.2, and the Contractor suffers delay then the Project Manager shall, after approval of the Employer, may consider extending the Time for Completion, if admissible and justified.

24.3. Historical, Archaeological and Geological Findings

24.3.1. The archaeological and geological Findings on the Site where the Works are performed shall be deemed to be the absolute property of the Employer, or the Governmental Authority, in accordance with the governing law as per GCC sub clause 5.1. The Contractor shall take reasonable precautions to prevent the personnel or any other persons from removing or damaging the archaeological and geological findings.

24.3.2. Anything of historical, geological, or archaeological interest, such as fossils, coins, articles of antiquity or value which are unexpectedly discovered on the Site ("Geological Discoveries"), shall be placed under the care and authority of the Employer. The Contractor shall promptly notify the Employer/ Project Manager of such discoveries and carry out the Employer's or Project Manager's instructions for dealing with them. If the Contractor suffers delay and/or incurs cost for complying with the instructions, it may be considered and dealt with under the provisions of GCC sub clause 40 and 44.

24.4. Field data generated during construction

All the field data generated during construction on various work fronts during excavation/concreting/grouting phase shall be systematically compiled and submitted to the Employer, in duplicate, in bound volumes as well as in electronic form, every three months.

24.5. Early Warning

24.5.1 The Contractor shall warn the Project Manager at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work, increase the Contract Price, or delay the execution of the Works. The Project Manager may require the Contractor to provide an estimate of the expected effect of the future event or circumstance on the Contract Price and Time for Completion. The estimate shall be provided by the Contractor as soon as reasonably possible.

24.5.2 The Contractor shall cooperate with the Project Manager in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Project Manager.

24.6. Release from Performance

If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of either the Employer or the Contractor, the Project Manager shall certify that the Contract has been frustrated. The Contractor shall make the Site safe 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 a commitment was made.

24.7. Additional Provisions:

Additional provisions, if any, specified in SCC shall also be applicable.

25. Completion and Taking Over

25.1. In case Tests on Completion of the Works or part thereof are applicable as per Employer's Requirement or the Contract, the following provisions shall apply:

- 25.1.1. As soon as the Works or any part thereof has, in the opinion of the Contractor, been completed physically, structurally and operationally, and put in a tight and clean condition as specified in the **Employer's Requirements**, excluding minor items not materially affecting the operation or safety of the Works, the Contractor shall so notify the Employer in writing.
- 25.1.2. Within 14 days after receipt of the notice from the Contractor under GCC sub clause 25.1.1, the Employer shall depute the Employer's Personnel and provide such facilities, services, and other matters, to the extent and if specified in the Appendix (Scope of Works and Supply by the Employer) to the Contract Agreement, for the Tests on Completion of the Works or any part thereof, to be carried out by the Contractor in accordance with and as may be specified in Employer's Requirements. The Contractor shall submit to the Project Manager, immediately after the notice under GCC sub clause 25.1.1 but not less than 7 days before the date the Contractor intends to commence the Tests on Completion, a detailed test programme showing the intended timing and the resources to be deployed by the Contractor for these tests.
- 25.1.3. The Employer/ Project Manager may review the proposed test programme and may, within seven (7) days of the receipt of the detailed test programme from the Contractor under GCC sub clause 25.1.2, notify to the Contractor either his no-objection to the detailed test programme or the extent to which it does not comply with the Contract. Within 7 days after receiving the notification, the Contractor shall revise the test programme to rectify such non-compliance. If the Project Manager gives no such notice within 7 days after receiving the test programme (or revised test programme), the Project Manager shall be deemed to have given his no-objection for the same. The Contractor shall not commence the Tests on Completion until a no-objection is given (or is deemed to have been given) by the Project Manager.

- 25.1.4. As soon as reasonably practicable, after the Employer has deputed the Employer's Personnel and provided such, facilities, services, and other matters in accordance with GCC sub clause 25.1.2, and the no-objection has been given (or is deemed to have been given) by the Project Manager under GCC sub clause 25.1.3, the Contractor shall commence Tests on Completion of the Works or the relevant part thereof.
- 25.1.5. As soon as the Works or part thereof have, in the Contractor's opinion, passed the Tests on Completion, the Contractor shall submit a certified report of the results of these tests to the Project Manager. The Project Manager shall review such a report and may notify the Contractor within fourteen (14) days after receiving the certified report of the results of the tests from the Contractor, notifying either the acceptance of the certified tests reports and compliance of the test results with the Contract or the extent to which the results of the tests do not comply with the Contract. If the Project Manager notifies the Contractor of the extent to which the results of the tests do not comply with the Contract, the Contractor shall repeat the procedure in regard to Tests on Completion under GCC sub clause 25.1 and its sub clauses, to the extent applicable. If the Project Manager does not notify the Contractor within 14 days after receiving the results of the tests or repeated tests, the project Manager shall be deemed to have given his acceptance of the certified tests reports and compliance of the test results of the Tests on Completion with the Contract.
- 25.1.6. The Contractor (a) after the Project Manager's notification under GCC sub clause 25.1.5 of the acceptance of the certified tests reports of the Tests on Completion and compliance of the test results with the Contract or the deemed acceptance of the certified tests reports and compliance of the test results with the Contract; (b) upon Contractor's fulfillment of his obligations and responsibilities under GCC sub clause 9.8, GCC sub clause 9.9 and, if any, specified in SCC; and (c) the Work or part thereof, in the Contractor's opinion, are complete and ready for taking over, apply for a Completion (Taking-Over Certificate) by notifying the Project Manager.
- 25.2. In case Tests on Completion of the Works or part thereof are not applicable as per Employer's Requirement or the Contract, the following provisions shall apply:**
The Contractor (a) upon Contractor's fulfillment of his obligations and responsibilities under GCC sub clause 9.8, GCC sub clause 9.9 and, if any, specified in SCC; and (b) after the Work or part thereof, in the Contractor's opinion, are complete and ready for taking over, apply for a Completion (Taking-Over Certificate) by notifying the Project Manager.
- 25.3. Completion (Taking Over)**
- 25.3.1 Within twenty-one (21) days after receipt of the notice from the Contractor under GCC sub clause 25.1.6 or 25.2.1, as the case may be, the Employer shall, either issue a Completion (Taking Over) Certificate in the form specified in the Section

Employer's Requirements or in another form acceptable to the Employer, stating that the Works or that part thereof have reached Completion as of the date of the Contractor's notice under GCC sub clause 25.1.6 or 25.2.1, as the case may, except for any minor outstanding work and Defects (as listed in the Completion (Taking Over) Certificate which will not substantially affect the safe use of the Works or part thereof for their intended purpose (either until or whilst this work is completed and these Defects are remedied) or notify the Contractor in writing of any Defects and/or deficiencies, within fourteen (14) days after receipt of the Contractor's notice.

- 25.3.2 If the Project Manager notifies the Contractor of any Defects and/or deficiencies, the Contractor shall then correct such Defects and/or deficiencies, and shall repeat the procedure described in GCC sub clause 25.1.6 or 25.2.1, as the case may. If the Project Manager is satisfied that the Facilities or that part thereof have reached Completion, the Project Manager shall, within twenty one (21) days after receipt of the Contractor's repeated notice, issue a **Completion (Taking Over) Certificate** in the form specified in the Section **Employer's Requirements** or in another form acceptable to the Employer, stating that the Facilities or that part thereof have reached Completion as of the date of the Contractor's repeated notice. If the Project Manager is not so satisfied, then it shall notify the Contractor in writing of any Defects and/or deficiencies within seven (7) days after receipt of the Contractor's repeated notice, and the above procedure shall be repeated.
- 25.3.3 If the Employer fails to issue the Completion (Taking Over) Certificate and fails to inform the Contractor of any Defects and/or deficiencies pursuant to the Contractor's notice under GCC sub clause 25.1.6 or 25.2.1, as the case may be, or pursuant to the Contractor's repeated notice under GCC sub clause 25.3.1, or if the Employer makes use of the Works or part thereof, then the Works or that part thereof shall be deemed to have reached Completion as of the date of the Contractor's notice or repeated notice, or as of the Employer's use of the Works, as the case may be.
- 25.3.4 If for reasons attributable to the Employer, as specified in GCC clause 25.6, Tests on Completion of the Works or any part thereof cannot be successfully completed within the Time for Completion specified in the GCC or any other period agreed by the Employer and Contractor, the provisions of Clause GCC 25.6 and its sub- clauses shall apply.
- 25.3.5 As soon as possible after Completion, the Contractor shall complete all minor outstanding works and defects, if any, as per the schedule mutually agreed between the Employer and the Contractor, so that the Works or the relevant part thereof, are fully in accordance with the requirements of the Contract, failing which the Employer will undertake such completion and deduct the costs thereof from any monies owing to the Contractor.
- 25.3.6 Upon Completion, the Employer shall be responsible for the care and custody of

the Works or the relevant part thereof, together with the risk of loss or damage thereto, and shall thereafter take over the Works or the relevant part thereof.

- 25.3.7 Upon Completion of construction, the Contractor shall fully reinstate path ways, other local infrastructure, and agriculture land to at least their pre-project condition as recorded by the Contractor with its obligation in clause 21.1.

25.4. Tests after Completion

- 25.4.1. Subject to GCC sub clause 25.6, the Tests after Completion, if and as may be specified in the Employer's Requirement or elsewhere in the Contract, and repeats thereof, shall be conducted by the Contractor after Completion of the Works or the relevant part thereof and successfully completed. The Employer shall promptly provide the Contractor with such information as the Contractor may reasonably require in relation to the conduct and results of the Tests after Completion and any repeats thereof.
- 25.4.2. If for reasons attributable to the Employer, the Tests after Completion or the relevant part thereof cannot be successfully completed as per GCC sub clause 25.4.1 or as may be agreed upon by the Employer and the Contractor, provision of GCC sub clause 25.6 shall apply.
- 25.4.3. Subject to GCC sub clause 25.5 below, acceptance of Tests after Completion shall occur in respect of the Works or any part thereof when
- a) the Tests after Completion are successfully completed; and
 - b) the Project Manager has notified acceptance of the certified tests reports of the Tests after Completion, furnished by the Contractor, and compliance of the test results with the Contract OR deemed acceptance of the same by the Project Manager, as per GCC sub clause 25.4.4 below.
- 25.4.4. As soon as the Works or part thereof have, in the Contractor's opinion, passed the Tests after Completion, the Contractor shall submit a certified report of the results of these tests to the project Manager. The Project Manager shall review such a report and may notify the Contractor within fourteen (14) days after receiving the certified report of the results of the tests from the Contractor, notifying either the acceptance of the certified tests reports and compliance of the test results with the Contract or the extent to which the results of the tests do not comply with the Contract. If the Project Manager notifies the Contractor of the extent to which the results of the tests do not comply with the Contract, the Contractor shall repeat the procedure in regard to Tests after Completion. If the Project Manager does not notify the Contractor within 14 days after receiving the results of the tests or repeated tests, the project Manager shall be deemed to have given his acceptance of the certified tests report and compliance of the test results of the Tests after Completion, with the Contract.

25.5. Partial Acceptance

If the Contract specifies that Tests on Completion, Completion (Taking Over) and/ or Tests after Completion shall be carried out in respect of parts of the Works, the corresponding provisions relating thereto shall apply to each such part of the Works individually, and the Completion (Taking Over) Certificate and/ or other certifications/ acceptance shall be issued accordingly for each such part of the Works.

25.6. Delayed Tests on Completion and/or Tests after Completion

- 25.6.1. In the event that the Contractor is unable to proceed with the Tests on Completion and/ or Test after Completion of the Works or part thereof, pursuant to this GCC Clause 25 and its relevant sub clauses, for reasons attributable to the Employer, the provisions leading to “deemed” acceptance of the certified tests report and compliance of the test results of the Tests on Completion with the Contract pursuant to GCC sub clause 25.1.5, “deemed” acceptance of the certified tests report and compliance of the test results of the Tests after Completion pursuant to GCC sub clause 25.4.4, and “deemed” completion of activities such as Completion (Taking Over) pursuant to GCC sub clause 25.3.2, and GCC Clause 41.1, Suspension, shall not apply. In this case, the following provisions shall apply and Contractor’s obligations regarding Defect Liability Period pursuant to GCC sub clause 27.2 and Care of Works pursuant to GCC Clause 32 shall stand modified correspondingly.
- 25.6.2. When the Contractor is notified by the Project Manager that he will be unable to proceed with the activities and obligations pursuant to above sub clause 25.6.1, the Contractor shall be entitled to the following:
- a) the Time of Completion shall be extended for the period of suspension without imposition of liquidated damages pursuant to GCC sub clause 26.2;
 - b) payments due to the Contractor in accordance with the provision specified in the Appendix (Terms and Procedures of Payment) to the Contract Agreement, which would not have been payable in normal circumstances due to noncompeting of the subject activities, shall be released to the Contractor against submission of a security in the form of a bank guarantee or any other guarantee as the Employer may agree, of equivalent amount, acceptable to the Employer, and which shall become null and void when the Contractor will have complied with its obligations regarding those payments, subject to the provision of sub clause 25.6.3 below;
 - c) the expenses towards the above security and extension of other securities under the contract, of which validity needs to be extended, shall be reimbursed to the Contractor by the Employer;

- d) the additional charges towards the care of the Works pursuant to GCC sub clause 32.1 shall be reimbursed to the Contractor by the Employer for the period between the notification mentioned above and the notification mentioned in sub clause 25.6.4 below.
- 25.6.3. In the event that the period of suspension under above sub clause 25.6.1 actually exceeds 180 days, the Employer and Contractor shall mutually agree to any additional compensation payable to the Contractor.
- 25.6.4. When the Contractor is notified by the Project Manager that the Works or part thereof is ready for Tests on Completion or Test after Completion or any other activity as may be applicable in line with the aforesaid provisions, the Contractor shall proceed without delay in performing all the specified activities and obligations under the contract.

F. Guarantees and Liabilities

26. Completion Time Guarantee

1. The Contractor guarantees that it shall attain Completion of the Works (or a part for which a separate Time for Completion is specified) within the Time for Completion specified in the SCC pursuant to GCC Clause 8, or within such extended time to which the Contractor shall be entitled under GCC Clause 40 hereof.
2. If the Contractor fails to comply with the Time for Completion in accordance with GCC sub clause 26.1 for the whole of the Works, (or a part for which a separate time for completion is specified) then the Contractor shall pay to the Employer a sum equivalent to half percent (0.5%) of the Contract Price of the whole of the Works (or a part for which a separate Time for Completion is specified) as liquidated damages for such default and not as a penalty, without prejudice to the Employer's other remedies under the Contract, for each week or part thereof which shall elapse between the relevant Time for Completion and the date stated in Completion (Taking Over) Certificate of the whole of the Works (or a part for which a separate Time for Completion is specified) subject to the limit of five percent (5%) of Contract Price of the whole of the Works (or a part for which a separate Time for Completion is specified). The Employer may, without prejudice to any other method of recovery, deduct the amount of such damages from any monies due or to become due to the Contractor. The payment or deduction of such damages shall not relieve the Contractor from his obligation to complete the Works, or from any other of his obligations and liabilities under the Contract. Further, once the limit mentioned above for the liquidated damages is reached, the Employer may consider termination of the Contract, pursuant to GCC sub clause 42.2.2.
3. For the application of liquidated damages, the schedule date for Completion (Taking Over) of the Works (or any part thereof where specific parts are specified in the

GCC 8.2), shall be the basis, and not intermediate schedule milestones, unless otherwise specified in SCC.

4. Unless specified otherwise in SCC, no bonus or incentive will be paid or given for earlier Completion of the Works or part thereof

27. Defect Liability

- 27.1 The Contractor warrants that the Works or any part thereof shall be free from Defects in the design, engineering, materials, and workmanship of the Plant supplied and of the work executed.

- 27.2 The Defect Liability Period shall be one year from the date of Completion of the Works (or any part thereof), unless specified otherwise in the SCC and pursuant to GCC sub clause 27.10.

If during the Defect Liability Period any Defect should be found in the design, engineering, Plant, Materials or workmanship of the Works executed by the Contractor, the Contractor shall promptly, in consultation and agreement with the Employer regarding appropriate remedying of the Defects, and at its cost, repair, replace, or otherwise make good as the Contractor shall determine at its discretion, such Defect as well as any damage to the Plant, Materials or Works caused by such Defect, to the satisfaction of the Employer/ Project Manager. The Contractor shall not be responsible for the repair, replacement, or making good of any Defect or of any damage to the Plant, Materials or Works arising out of or resulting from any of the following causes:

- (a) improper operation or maintenance of the Plant or the Works by the Employer,
- (b) operation of the Plant or the Works outside specifications provided in the Contract, or

- 27.3 The Contractor's obligations under this GCC Clause 27 shall not apply to:

- (a) any Plant or Materials that are supplied by the Employer under GCC sub clause 21.2, are normally consumed in operation, or have a normal life shorter than the Defect Liability Period stated herein;
- (b) any designs, specifications or other data designed, supplied, or specified by or on behalf of the Employer or any matters for which the Contractor has disclaimed responsibility as specified in the Contract; or
- (c) any other materials supplied or any other work executed by or on behalf of the Employer, except for the work executed by the Employer under GCC sub clause 27.7.

- 27.4 The Employer shall give the Contractor a notice stating the nature of any such Defect

- together with all available evidence thereof, promptly following the discovery thereof. The Employer shall afford all reasonable opportunity for the Contractor to inspect any such Defect.
- 27.5 The Employer shall afford the Contractor all necessary access to the Works and the Site to enable the Contractor to perform its obligations under this GCC Clause 27.
- 27.6 The Contractor may, with the consent of the Employer, remove from the Site any Plant or Materials or any part of the Works that are defective if the nature of the Defect, and/or any damage to the Plant, Materials or Works caused by the Defect, is such that repairs cannot be expeditiously carried out at the Site.
- 27.7 If the repair, replacement or making good is of such a character that it may affect the efficiency/ usage of the Plant or Works or any part thereof, the Employer may give to the Contractor a notice requiring the tests of the defective Plant, Materials or Works or part thereof that shall be made by the Contractor immediately upon completion of such remedial work, whereupon the Contractor shall carry out such tests.
- 27.8 If such part fails the tests, the Contractor shall carry out further repair, replacement or making good, as the case may be, until that Plant, Material or part of the Works passes such tests. The tests shall be agreed upon by the Employer and the Contractor.
- 27.9 If the Contractor fails to commence the work necessary to remedy such Defect or any damage to the Plant, Materials or Works caused by such Defect within a reasonable time (which shall in no event be considered to be less than 15 days), the Employer may, following notice to the Contractor, proceed to do such work, and the reasonable costs incurred by the Employer in connection therewith shall be paid to the Employer by the Contractor or may be deducted by the Employer from any monies due the Contractor or claimed and recovered under the Performance Security.
- 27.10 If the Plant, Materials or Works or any part thereof cannot be used by reason of such Defect and/or making good of such Defect, the Defect Liability Period of the Works or such part, as the case may be, shall be extended by a period equal to the period during which the Plant, Materials or Works or such part cannot be used by the Employer because of any of the aforesaid reasons.
- 27.11 Upon correction of the Defects in the Plant, Materials or Works or any part thereof by repair/replacement, such repair/replacement shall have the Defect Liability Period extended by a period mentioned in GCC Sub-Clause 27.2 from the time such replacement/repair of the Plant, Materials or Works or any part thereof, unless otherwise specified in SCC..
- 27.12 Except as provided in GCC Clauses 27 and 33, the Contractor shall be under no liability whatsoever and howsoever arising, and whether under the Contract or at law, in respect of Defects in the Works or any part thereof, the Plant and Materials, design, or engineering, or work executed that appear after successful completion of

Defect Liability Period of the Works or any part thereof, except where such Defects are the result of the gross negligence, fraud, criminal, or willful action of the Contractor.

27.13 In addition, any such component of the Works, Plant or Materials and during the period of time as may be specified in the SCC shall be subject to an extended Defect Liability Period. Such obligation of the Contractor shall be in addition to the Defect Liability Period specified under GCC sub clause 27.2.

27.14 At successful completion of the Defect Liability Period, the Contractor's Liability ceases except for latent defects.

Within 28 (twenty-eight) days after the successful completion of the Defect Liability Period for the Works or part thereof, as the case may be, which shall include fulfillment of all his obligations by the Contractor under the Contract for the Defects, the Employer shall issue to the Contractor, a certificate to that effect (referred to as '**Defects Liability Certificate**').

27.15 The Contractor's liability for latent defects warranty shall be limited to period of five (05) years from the end of Defect Liability Period. Latent defects are such defects for which it is established by the Employer that the defect was discovered/ noticed after the date of expiration of the Defect Liability Period, but was existing before the expiration of Defect Liability Period and the defects were lying within the material or arising out of design deficiency. Contractor's liability shall be limited to repair and replacement of defective parts and shall cease upon end of five years from the date of completion of Defect Liability Period.

The provisions contained in the clause will not be applicable:

- (a) If the Employer has not operated the Plant, Materials or Works according to generally approved industrial practices and in accordance with the conditions of operation specified in the Contract by the Contractor and in accordance with operating manuals, if any.
- (b) In case of normal wear and tear normally applicable to Plant, Materials or Works of the type supplied as determined by the Employer. Further, it will not apply to consumables and wearing parts.

28. Functional Guarantees of Plant

1. The Contractor guarantees that during the guarantee test of any Plant, to be conducted as part of the Tests after Completion, and if applicable as per the **Employer's requirement**, the Plant shall attain the functional guarantees, if and as may be specified in the **Employer's Requirement**, subject to, and upon the conditions therein specified.
2. If, for reasons attributable to the Contractor, the minimum level of the specified functional guarantees are not met either in whole or in part, the Contractor shall at its cost and expense make such changes, modifications, and/or additions to the Plant or any part thereof as may be necessary to meet at least the minimum level

of such guarantees. The Contractor shall notify the Employer upon completion of the necessary changes, modifications, and/or additions, and shall request the Employer to repeat the guarantee test until the minimum level of the Guarantees has been met. If the Contractor eventually fails to meet the minimum level of functional guarantees, the Employer may consider recover the payments already made to the Contractor for the Plant or take any other action as may be appropriate under the Contract, subject to the provisions of GCC sub clause 28.3 below.

3. If, for reasons attributable to the Contractor, the specified functional guarantees are not attained either in whole or in part, but the minimum level of the functional guarantees specified in the Employer's Requirements is met, the Contractor shall, at the Contractor's option, either
 - (a) Make such changes, modifications, and/or additions to the Plant or any part thereof that are necessary to attain the functional guarantees within a mutually agreed time at its cost and expense, and shall request the Employer to repeat the guarantee test or
 - (b) Pay liquidated damages to the Employer in respect of the failure to meet the functional guarantees in accordance with the provisions in the **Employer's Requirements**.
4. In case the Employer accepts the Plant or equipment after levy of liquidated damages pursuant to GCC Sub-Clause 28.3(b), the payment of liquidated damages under GCC sub clause 28.3, up to the limitation of liability specified in the Employer's Requirements, shall completely satisfy the Contractor's guarantees under GCC sub clause 28.3, and the Contractor shall have no further liability whatsoever to the Employer in respect thereof. Upon the payment of such liquidated damages by the Contractor, the Project Manager shall give his acceptance of the certified tests report and compliance of the test results of the Tests after Completion, with the Contract.

29. Patent Indemnity

- 29.7. The Contractor shall, subject to the Employer's compliance with GCC sub clause 29.2, indemnify and hold harmless the Employer including Employer's Personnel and Project Manager, and its employees and officers from and against any and all suits, actions, or administrative proceedings, claims, demands, losses, damages, costs, and expenses of whatsoever nature, including attorney's fees and expenses, which the Employer may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of (a) the installation/ erection/ construction of the Works by the Contractor or the use of the Works in the country where the Site is located, and (b) the sale of the products produced by the Works in any country.

Such indemnity shall not cover any use of the Works or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, any infringement resulting from the use of the Works or any part thereof, or any products produced thereby in association or combination with any other equipment, Plant, or Materials not supplied by the Contractor, pursuant to the Contract Agreement.

- 29.8. If any proceedings are brought or any claim is made against the Employer, Employer's Personnel or Project Manager arising out of the matters referred to in GCC sub clause 29.1, the Employer shall promptly give the Contractor a notice thereof, and the Contractor may at its own expense and in the Employer's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

If the Contractor fails to notify the Employer within 28 days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Employer shall be free to conduct the same on its own behalf. Unless the Contractor has so failed to notify the Employer within the 28-day period, the Employer shall make no admission that may be prejudicial to the defense of any such proceedings or claim. The Employer shall, at the Contractor's request, afford all available assistance to the Contractor in conducting such proceedings or claim, and shall be reimbursed by the Contractor for all reasonable expenses incurred in so doing.

- 29.9. The Employer shall indemnify and hold harmless the Contractor and Contractor's Personnel including its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of whatsoever nature, including attorney's fees and expenses, which the Contractor may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Employer.

30. Limitation of Liability

- 30.1 Except in cases of criminal negligence or willful misconduct,
- (a) The Contractor shall not be liable to the Employer, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Contractor to pay liquidated damages to the Employer, and
 - (b) the aggregate liability of the Contractor to the Employer, whether under the Contract, in tort or otherwise, shall not exceed a multiple of the Contract Price

specified in the SCC or, if a multiple is not so specified, the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Contractor to indemnify the Employer with respect to patent infringement.

30.2 Exclusive Remedies

- 30.2.1. The Employer and the Contractor intend that their respective rights, obligations and liabilities as provided for in these conditions shall alone govern their rights under the Contract and in relation to the Works. Accordingly, the remedies provided under the Contract are to the exclusion of any other remedy that either may have against the other under the laws applicable as per GCC sub clause governing the Contract as per GCC sub clause 5.1.

G. Risk Distribution

31. Transfer of Ownership

- 31.1. Each item of Plant and Materials shall, to the extent consistent with the mandatory requirements of the governing laws as per GCC Clause 5.1, become the property of the Employer at whichever is the earlier of the following times, free from liens and other encumbrances:
- a. when it is delivered to the Site; or
 - b. when the Contractor is paid the value of the Plant and Materials.
- 31.2. Ownership of the Contractor's Equipment used by the Contractor and its Subcontractors in connection with the Contract shall remain with the Contractor or its Subcontractors.
- 31.3. Ownership of any Plant and Materials in excess of the requirements for the Works shall revert to the Contractor upon Completion of the Works or at such earlier time when the Employer/ Project manager and the Contractor agree that the Plant and Materials in question are no longer required for the Works provided quantity of any Plant and Materials to the extent specifically stipulated in the Contract shall be the property of the Employer whether or not incorporated in the Works.
- 31.4. Notwithstanding the transfer of ownership of the Plant and Materials, the responsibility for care and custody thereof together with the risk of loss or damage thereto shall remain with the Contractor pursuant to GCC Clause 32 (Care of Works) hereof until Completion and Taking Over of the Works or the part thereof in which such Plant and Materials are incorporated.

32. Care of Works

- (a) The Contractor shall be responsible for the care and custody of the Plant, Materials or Works or any part thereof, from the Commencement Date until the date of Completion and Taking Over of the Works pursuant to GCC Clause

24 or, where the Contract provides for Completion of the Works in parts, until the date of Completion and Taking Over of the relevant part.

- (b) The Contractor shall make good at its own cost any loss or damage that may occur to the Plant, Materials or Works or the relevant part thereof from any cause whatsoever during the period mentioned in (a) above.
- (c) The Contractor shall also be responsible for any loss or damage to the Plant, Materials or Works caused by the Contractor or its Subcontractors in the course of any work carried out, pursuant to GCC Clause 27.
- (d) If the Contract is terminated in accordance with the Contract or otherwise, the Contractor shall cease to be responsible for the care of the Plant, Materials, and Works from the date of termination.
- (e) After responsibility has accordingly passed to the Employer, the Contractor shall take responsibility for the care of any work which is outstanding on the Date of Completion, until this outstanding work has been completed.
- (f) The Contractor shall be liable for any loss or damage caused by the Contractor to the Plant, Material, or Works, after the issue of a Taking-Over Certificate. The Contractor shall also be liable for any loss or damage, which occurs after the issue of a Taking- Over Certificate and which arose from an event which occurred before the issue of this Taking-Over Certificate, for which the Contractor was liable.
- (g) Notwithstanding the foregoing, the Contractor shall not be liable for any loss or damage to the Works or that part thereof caused by reason of any of the matters specified or referred to in paragraphs (a), (b), (c), (d) and (e) of GCC sub clauses 32.2 and the GCC sub clause 38.1.

32.2 If any loss or damage occurs to the Works or any part thereof by reason of

- (a) insofar as they relate to the country where the Site is located, nuclear reaction, nuclear radiation, radioactive contamination, pressure wave caused by aircraft or other aerial objects, or any other occurrences that an experienced contractor could not reasonably foresee, or if reasonably foreseeable could not reasonably make provision for or insure against, insofar as such risks are not normally insurable on the insurance market and are mentioned in the general exclusions of the policy of insurance, including War Risks and Political Risks, taken out under GCC Clause 34 hereof; or
- (b) any use or occupation by the Employer or any third party other than a Subcontractor, authorized by the Employer of any part of the Works;
- (c) fault, error, defect or omission in any element of the design of the Works by the Employer or which may be contained in the Technical Specifications and Drawings (and which an experienced contractor exercising due care would not have discovered when examining the Site and the Technical Specification and Drawings before submitting the Bid), other than design carried out by the

Contractor in accordance with the Contractor's obligations under the Contract;

- (d) any operation of the forces of nature (other than those allocated to the Contractor in the Contract) which is unforeseeable (not reasonably foreseeable by an experienced contractor} or against which an experienced contractor could not reasonably have been expected to have taken adequate preventative precautions including insurance; or
- (e) arising out of any statutory/legal notification arising from the governing law as per GCC sub clause 5.1, which is an obligation of the Employer under the Contract.

The Employer shall pay to the Contractor all sums payable in respect of the Works executed, notwithstanding that the same be lost, destroyed, or damaged. If the Employer requests the Contractor in writing to make good any loss or damage to the Works thereby occasioned, the Contractor shall make good the same at the cost of the Employer in accordance with GCC Clause 39. If the Employer does not request the Contractor in writing to make good any loss or damage to the Works thereby occasioned, the Employer shall either request a change in accordance with GCC Clause 39, excluding the performance of that part of the Works thereby lost, destroyed or damaged, or, where the loss or damage affects a substantial part of the Works, the Employer shall terminate the Contract pursuant to GCC sub clause 42.1 hereof.

- 32.3 The Contractor shall be liable for any loss of or damage to any Temporary Works, Contractor's Equipment, or any other property of the Contractor used or intended to be used for purposes of the Plant, Materials and Works, except (i) as mentioned in GCC sub clause 32.2, and (ii) where such loss or damage arises by reason of any of the matters specified in GCC sub clauses 32.2 (b) and (c) and 38.1.
- 32.4 With respect to any loss or damage caused to the Works or any part thereof or to the Contractor's Equipment by reason of any of the matters specified in GCC sub clause 38.1, the provisions of GCC sub clause 38.3 shall apply.
- 32.5 In addition, the provisions, if any, regarding care of Works, specified in SCC shall also be applicable.

33. Loss of or Damage to Property; Accident or Injury to Workers; Indemnification

- 33.1. Subject to GCC sub clause 33.3, the Contractor shall indemnify and hold harmless and indemnify the Employer, Project Manager and Employer's Personnel including its employees and officers from and against any and all suits, actions, or administrative proceedings, claims, demands, losses, damages, costs, and expenses of whatsoever nature, including attorney's fees and expenses, in respect of the death or injury of any person or loss of or damage to any property including the

Plant, Materials and Works whether accepted or not, arising in connection with the Works and by reason of the negligence, including breach of statutory duty and defective design, material or workmanship, of the Contractor or its Subcontractors, or their employees, officers, or agents, except any injury, death, or property damage caused by the negligence of the Employer, its contractors, employees, officers, or agents.

- 33.2. If any proceedings are brought or any claim is made against the Employer that might subject the Contractor to liability under GCC sub clause 33.1, the Employer shall promptly give the Contractor a notice thereof and the Contractor may at its own expense and in the Employer's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

If the Contractor fails to notify the Employer within 28 days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Employer shall be free to conduct the same on its own behalf. Unless the Contractor has so failed to notify the Employer within the 28-day period, the Employer shall make no admission that may be prejudicial to the defense of any such proceedings or claim. The Employer shall, at the Contractor's request, afford all available assistance to the Contractor in conducting such proceedings or claim, and shall be reimbursed by the Contractor for all reasonable expenses incurred in so doing.

- 33.3. The Employer shall indemnify and hold harmless the Contractor and Contractor's Personnel including its employees, officers, and Subcontractors from any liability for loss of or damage to property of the Employer, other than the Works not yet taken over, that is caused by fire, explosion, or any other perils, in excess of the amount recoverable from insurances procured under GCC Clause 34, provided that such fire, explosion, or other perils were not caused by any act or failure of the Contractor or its subcontractors.

- 33.4. The party entitled to the benefit of an indemnity under this GCC Clause 33 shall take all reasonable measures to mitigate any loss or damage which has occurred. If the party fails to take such measures, the other party's liabilities shall be correspondingly reduced.

34. Insurance

- 34.1 To the extent specified in the Appendix (Insurance Requirements) to the Contract Agreement, the Contractor shall at its expense take out and maintain in effect, or cause to be taken out and maintained in effect, during the performance of the Contract, the insurances set forth below in the sums and with the deductibles and other conditions specified in the said Appendix. Whenever required by the Employer, the Contractor shall produce the insurance policies which the Contractor is required to effect under the Contract. As each premium is paid, the Contractor shall promptly submit either a copy of each receipt of payment to the Employer

(with a copy to the Project Manager), or confirmation from the insurers that the premium has been paid. Further, the insurances required to be provided under this Clause are the minimum required by the Employer, and the Contractor may, at the Contractor's own cost, add such other insurances that the Contractor may deem prudent. The identity of the insurers and the form of the policies shall be subject to the approval of the Employer, who should not unreasonably withhold such approval.

(A) Marine Cargo/ Transit Insurance During Transport

(I) (a) Marine Cargo policy for imported Plant and Materials

The Contractor shall take the Marine Cargo Policy for Plant and Material to be supplied from abroad for incorporation in the Works wherein export/import including inland transit is involved for the movement of the Plant (including spares). The policy shall cover movement of Plant and Materials from the Contractor's/ manufacturer's/ sub contractor's works to the project's warehouse at final destination Site. The policy shall cover all risk for loss or damage that may occur during transit of Plant and Materials from the Contractor's/ manufacturer's/ sub contractor's works or stores until arrival at project's warehouse/ store at final destination Site. Institute Cargo Clause (ICC) 'A' along with War & Strike Riots & Civil Commotion (SRCC) cover shall be taken.

(b) Transit Insurance Policy for indigenous Plant and Materials

Transit Insurance Policy shall be taken wherein only inland transit is involved for the movement of Plant and Materials supplied from within country where Site is located, for incorporation in the Works. The policy shall cover movement of Plant and Materials from the Contractor's/ manufacturer's/ sub contractor's works to the project's warehouse at final destination Site. Inland Transit Clause (ITC) 'A' along with War & Strike Riots & Civil Commotion (SRCC) cover shall be taken.

(II) The Contractor may at his discretion and based on his risk assessment take any other add-on cover(s)/ supplementary cover(s) in aforesaid insurance, at his cost.

(III) The Contractor shall take the policy in the Contractor's name unless otherwise required by the Employer/ Project Manager.

(B) Erection/ Construction/ Installation All Risk Policy/Contractor All Risk Policy:

(I) The policy shall cover all physical loss or damage to the Works at Site, including Plant and Materials incorporate therein, during storage, construction/ erection/ installation and commissioning covering all the perils as provided in the policy as a basic cover and the add on covers as mentioned at Sl. No. (III) below.

- (II) The Contractor shall take the policy in the joint name of Employer and the Contractor. The policy shall indicate Employer as the beneficiary. The policy shall be kept valid till the date of the Completion/ Taking Over and the period of the coverage shall be determined with the approval of the Employer. If the Completion/ Taking Over is achieved earlier than the period of policy considered, the Contractor shall obtain the refund as per provisions of the policy and pass on the benefit to Employer. In case no refund is payable by the Insurer then the certificate to that effect shall be submitted to Employer..
- (III) The following add-on covers shall also be taken by the Contractor:
- a. Earthquake
 - b. Terrorism
 - c. Escalation cost (approximately @10% of sum insured on annual basis)
 - d. Extended Maintenance cover for Defect Liability Period
 - e. Design Defect
 - f. Other add-on covers viz., 50-50 clause, 72 hours clause, loss minimization clause, waiver of subrogation clause.
 - g. Third Party Liability cover with cross Liability within Geographical limits of India as Add-on cover to the basic EAR cover: The third party liability add-on cover shall cover bodily injury or death suffered by third parties (including the Employer's Personnel) and loss of or damage to property (including the Employer's property and any parts of the Works which have been accepted by the Employer) occurring in connection with supply and construction/ erection/ installation of the Works.
- (IV) As per GCC Clause 34.8 below, the cost of insurance premium is to be reimbursed to the Contractor for Employer-Supplied Plant and Materials (ESPM), if any, for which the Insurer is to be finalized by the Contractor as detailed therein. Alternatively, the Contractor may take a single policy covering the entire cost of the project including the cost of ESPM. For this purpose, the Contractor shall submit documentary evidence for the premium paid for the entire project to the Employer and Employer shall reimburse to the Contractor the proportion of premium equal to value of ESPM to total sum insured.
- (V) If during the execution of Contract, the Employer requests the Contractor to take any other add-on cover(s)/ supplementary cover(s) in aforesaid insurance, in such a case, the Contractor shall promptly take such add-on cover(s)/ supplementary cover(s) and the charges towards such premium for such add-on cover(s)/ supplementary cover(s) shall be reimbursed to the Contractor on submission documentary evidence of payment to the Insurance company. Therefore, charges towards premium for such add-on

cover(s)/ supplementary cover(s) are not included in the Contract Price.

(C) Automobile Liability Insurance

Covering use of all vehicles used by the Contractor or its Subcontractors, whether or not owned by them, in connection with the execution of the Contract duly insured as per RTA act. Further the Contractor or its Subcontractors may also take comprehensive policy (own damage plus third party liability) of each individual vehicles deployed in the project on their own discretion in their own name to protect their own interest..

(D) Workmen Compensation Policy:

(I) Workmen Compensation Policy shall be taken by the Contractor in accordance with the statutory requirement applicable in India. The Contractor shall ensure that all the workmen employed by the Contractor or its Subcontractors for the project are adequately covered under the policy.

(II) The policy may either be project specific covering all men of the Contractor and its Subcontractors. The policy shall be kept valid till the date of Completion/ Taking Over and the period of the coverage shall be determined with the approval of the Employer.

Alternatively, if the Contractor has an existing 'Workmen Compensation Policy' for all its employees including that of the Subcontractor(s), the Contractor must include the interest of the Employer for this specific Project in its existing 'Workmen Compensation Policy'.

(III) Without relieving the Contractor of its obligations and responsibilities under this Contract, before commencing work the Contractor shall insure against liability for death of or injury to persons employed by the Contractor including liability by statute and at common law. The insurance cover shall be maintained until all work including remedial work is completed including the Defect Liability Period. The insurance shall be extended to indemnify the Employer/Principal for the Employer's/Principal's statutory liability to persons employed by the Contractor.

The Contractor shall also ensure that each of its Subcontractors shall effect and maintain insurance on the same basis as the 'Workmen Compensation Policy' effected by the Contractor.

(E) Employer's Liability

In accordance with the statutory requirements applicable in any country where the Contract or any part thereof is executed.

(F) Contractor's Plant and Machinery (CPM) Insurance.

The Contractor may insure the Contractor's Plant and Machinery/ Construction Equipment as it considers appropriate. The Employer (including

without limitation any consultant, servant, agent or employee of the Employer) shall not in any circumstances be liable to the Contractor for any loss of or damage to any of the Contractor's Equipment or for any losses, liabilities, costs, claims, actions or demands which the Contractor may incur or which may be made against it as a result of or in connection with any such loss or damage.

(G) Other Insurances

Such other insurances as may be specifically agreed upon by the parties hereto as listed in the **Appendix (Insurance Requirements)** to the Contract Agreement.

- 34.2 The Employer shall be named as co-insured under all insurance policies taken out by the Contractor pursuant to GCC sub clause 34.1, except for the Marine Cargo/ Transit Insurance During Transport ,Third Party Liability, Workmen' Compensation, and Employer's Liability Insurances, and the Contractor's Subcontractors shall be named as co-insureds under all insurance policies taken out by the Contractor pursuant to GCC sub clause 34.1 except for the Marine Cargo/ Transit Insurance During Transport, Workers' Compensation, and Employer's Liability Insurances. All insurer's rights of subrogation against such co- insureds for losses or claims arising out of the performance of the Contract shall be waived under such policies.
- 34.3 The Contractor shall, in accordance with the provisions of the Appendix (Insurance Requirements) to the Contract Agreement, deliver to the Employer certificates of insurance or copies of the insurance policies as evidence that the required policies are in full force and effect. The certificates shall provide that no less than 21 days' notice shall be given to the Employer by insurers prior to cancellation or material modification of a policy.
- 34.4 The Contractor shall ensure that, where applicable, its Subcontractor(s) shall take out and maintain in effect adequate insurance policies for their personnel and vehicles and for work executed by them under the Contract, unless such Subcontractors are covered by the policies taken out by the Contractor.
- 34.5 The Employer shall at its expense take out and maintain in effect during the performance of the Contract those insurances, if any, specified to be taken by the Employer, in the Appendix (Insurance Requirements) to the Contract Agreement, in the sums and with the deductibles and other conditions specified in the said Appendix. The Contractor and the Contractor's Subcontractors shall be named as co- insureds under all such policies. All insurers' rights of subrogation against such co-insureds for losses or claims arising out of the performance of the Contract shall be waived under such policies. The Employer shall deliver to the Contractor satisfactory evidence that the required insurances are in full force and effect. The policies shall provide that not less than 21 days' notice shall be given to the Contractor by all insurers prior to any cancellation or material modification of the

- policies. If so requested by the Contractor, the Employer shall provide copies of the policies taken out by the Employer under this GCC sub clause 34.5.
- 34.6 If the Contractor fails to take out and/or maintain in effect the insurances referred to in GCC sub clause 34.1, the Employer may take out and maintain in effect any such insurances and may from time to time deduct from any amount due the Contractor under the Contract any premium that the Employer shall have paid to the insurer, or may otherwise recover such amount as a debt due from the Contractor. If the Employer fails to take out and/or maintain in effect the insurances referred to in GCC 34.5, the Contractor may take out and maintain in effect any such insurances and may from time to time deduct from any amount due the Employer under the Contract any premium that the Contractor shall have paid to the insurer, or may otherwise recover such amount as a debt due from the Employer. If the Contractor fails to or is unable to take out and maintain in effect any such insurances, the Contractor shall nevertheless have no liability or responsibility towards the Employer, and the Contractor shall have full recourse against the Employer for any and all liabilities of the Employer herein.
- 34.7 Unless otherwise provided in the Contract, the Contractor shall prepare and conduct all and any claims made under the policies effected by it pursuant to this GCC Clause 34, and the monies payable by any insurers under all the insurance except Marine Cargo/ Transit Insurance During Transport, Third Party Liability Insurance, Workers' Compensation, and Employer's Liability, shall be paid to the joint account of the Employer and the Contractor as mutually agreed and such amounts paid shall be apportioned between the Employer and the Contractor in accordance with the respective responsibilities under the Contract. The Employer shall give to the Contractor all such reasonable assistance as may be required by the Contractor. With respect to insurance claims in which the Employer's interest is involved, the Contractor shall not give any release or make any compromise with the insurer without the prior written consent of the Employer. With respect to insurance claims in which the Contractor's interest is involved, the Employer shall not give any release or make any compromise with the insurer without the prior written consent of the Contractor.
- 34.8 Further all Plant and Materials being supplied by Employer for the installation/ erection/ construction (as per Technical Specification/ Employer's Requirement or as may be stated elsewhere in the Contract including Appendix (Scope of Works and Supply by the Employer) to the Contract Agreement in the Works, shall be kept insured by the Contractor against any loss, damage, pilferage, theft, fire, etc. from the point of unloading up to the time of taking over by Employer including handling, transportation, storage, erection/ installation/ construction, testing and commissioning etc. The premium paid to the Insurance company by the Contractor for such insurance shall be reimbursed by Employer to the Contractor. The

Contractor shall obtain competitive quotation for such insurance and shall take prior approval from Employer before taking the insurance. The insurable value of the equipment being supplied by Employer shall be intimated to the Contractor for arranging the insurance.

34.9 It will be the responsibility of the Contractor to lodge, pursue and settle all claims with the insurer in case of any damage, loss, theft, pilferage or fire etc. during execution of Contract, and Employer shall be kept informed about it. The Contractor shall replace the lost/damaged materials promptly irrespective of the settlement of the claims by the underwriters/ insurer and ensure that the work progress is as per agreed schedules. The losses, if any, in such replacement will have to be borne by the Contractor.

34.10 If either the Contractor or the Employer fails to comply with any condition of the insurances effected under the Contract, the Party so failing to comply shall indemnify the other Party against all losses and claims (including legal fees and expenses) arising from such failure.

34.11 The Contractor shall also be responsible for the following:

- (a) notifying the insurers of any changes in the nature, extent or programme for the execution of the Works; and
- (b) the adequacy and validity of the insurances in accordance with the Contract at all times during the performance of the Contract.

34.12 Injury to persons and damage to property

The Contractor shall insure, in the joint names of the Contractor and the Employer, against liabilities for death 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 and occurring before Completion/ Taking Over.

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

Such insurance shall be effected before the Contractor begins any work on the Site and shall remain in force until the Completion/ Taking Over and shall be for not less than the amount stated in SCC.

34.13 Injury to employees

The Contractor shall effect and maintain insurance against liability for claims, damages, losses and expenses (including legal fees and expenses) arising out of the execution of the Works in respect of injury, sickness, disease or death of any person employed by the Contractor or any of the Contractor's other personnel.

The Employer and the Project Manager shall also be indemnified under the policy of insurance, except that this insurance may exclude losses and claims to the extent that they arise from any act or neglect of the Employer or of the Employer's Personnel.

The insurance shall be maintained in full force and effect during the whole time that the Contractor's Personnel are assisting in the execution of the Works. For any person employed by a Subcontractor, the insurance may be effected by the Subcontractor, but the Contractor shall be responsible for the Subcontractor's compliance with this Sub-Clause.

34.14 Other insurances required by Laws and by local practice

The Contractor shall provide all other insurances required by the governing laws as per GCC sub clause 5.1, at the Contractor's own cost.

Other insurances required by local practice (if any) shall also be provided by the Contractor at the Contractor's own cost.

35. Unforeseen Conditions

35.1. If, during the execution of the Contract, the Contractor shall encounter on the Site any physical conditions other than climatic conditions, or artificial obstructions that could not have been reasonably foreseen prior to the date of the Contract Agreement by an experienced contractor on the basis of reasonable examination of the data relating to the Works including any data as to boring tests, provided by the Employer, and on the basis of information that it could have obtained from a visual inspection of the Site if access thereto was available, or other data readily available to it relating to the Works, and if the Contractor determines that it will in consequence of such conditions or obstructions incur additional cost and expense or require additional time to perform its obligations under the Contract that would not have been required if such physical conditions or artificial obstructions had not been encountered, the Contractor shall promptly, and before performing additional work or using additional Plant or Contractor's Equipment, notify the Project Manager in writing of

- (a) the physical conditions or artificial obstructions on the Site that could not have been reasonably foreseen;
- (b) the additional work and/or Plant and/or Contractor's Equipment required, including the steps which the Contractor will or proposes to take to overcome such conditions or obstructions;
- (c) the extent of the anticipated delay;
- (d) any unanticipated environmental risks or impacts that may arise; and
- (e) the additional cost and expense that the Contractor is likely to incur.

On receiving any notice from the Contractor under this GCC sub clause 35.1, the Project Manager shall promptly consult with the Employer and Contractor and decide upon the actions to be taken to overcome the physical conditions or artificial obstructions encountered. Following such consultations, the Project Manager shall instruct the Contractor, with a copy to the Employer, of the actions to be taken.

- 35.2. Any reasonable additional cost and expense incurred by the Contractor in following the instructions from the Project Manager to overcome such physical conditions or artificial obstructions referred to in GCC sub clause 35.1 shall be paid by the Employer to the Contractor as an addition to the Contract Price in accordance with GCC Clause 44.1.
- 35.3. If the Contractor is delayed or impeded in the performance of the Contract because of any such physical conditions or artificial obstructions referred to in GCC sub clause 35.1, the Time for Completion shall be extended in accordance with GCC Clause 40.

36. Change in Laws and Regulations

If, after the date 7 days prior to the date of Bid submission, in India, any law, regulation, ordinance, order or by-law having the force of law is enacted, promulgated, abrogated, or changed, which shall be deemed to include any change in interpretation or application by the competent authorities, that subsequently affects the costs and expenses of the Contractor and/or the Time for Completion, the Contract Price shall be correspondingly increased or decreased, and/or the Time for Completion shall be reasonably adjusted to the extent that the Contractor has thereby been affected in the performance of any of its obligations under the Contract and it relates to the execution of the works for the Works. Notwithstanding the foregoing, such additional or reduced costs shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with the SCC, pursuant to GCC sub clause 11.2.

37. Force Majeure

- 37.1. "Force Majeure" shall mean any event beyond the reasonable control of the Employer or of the Contractor, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected, and shall include, without limitation, the following:
- (a) war, hostilities, or warlike operations whether a state of war be declared or not, invasion, act of foreign enemy and civil war;
 - (b) rebellion, revolution, insurrection, mutiny, usurpation of civil or military government, conspiracy, riot, civil commotion, and terrorist acts;
 - (c) confiscation, nationalization, mobilization, commandeering or requisition by or under the order of any government or de jure or de facto authority or ruler or any other act or failure to act of any local state or national government authority;

- (d) strike, sabotage, lockout, embargo, import restriction, port congestion, lack of usual means of public transportation and communication, industrial dispute, shipwreck, shortage or restriction of power supply, quarantine, and plague or any other epidemic/ pandemic;
 - (e) earthquake, landslide, volcanic activity, fire, flood or inundation, tidal wave, typhoon or cyclone, hurricane, storm, lightning, or other inclement weather condition, nuclear, and pressure waves or other natural or physical disaster; and
 - (f) shortage of labor, materials, or utilities where caused by circumstances that are themselves Force Majeure.
- 37.2. If either party is prevented, hindered, or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances thereof within 14 days after the occurrence of such event.
- 37.3. The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered, or delayed. The Time for Completion shall be extended in accordance with GCC Clause 40.
- 37.4. The party or parties affected by the event of Force Majeure shall use reasonable efforts to mitigate the effect thereof upon its or their performance of the Contract and to fulfill its or their obligations under the Contract, but without prejudice to either party's right to terminate the Contract under GCC sub clauses 37.6 and 38.5.
- 37.5. No delay or nonperformance by either party hereto caused by the occurrence of any event of Force Majeure shall
- (a) constitute a default or breach of the Contract; or
 - (b) give rise to any claim for damages or additional cost or expense occasioned thereby, subject to GCC sub clauses 32.2, 38.3 and 38.4
- if and to the extent that such delay or nonperformance is caused by the occurrence of an event of Force Majeure.
- 37.6. If the performance of the Contract is substantially prevented, hindered, or delayed for the period specified in SCC or, if not specified, a single period of more than 90 days or an aggregate period of more than 180 days on account of one or more events of Force Majeure during the currency of the Contract, the parties will attempt to develop a mutually satisfactory solution to proceed with the execution of works under the Contract, failing which, to terminate the Contract with mutual agreement under GCC sub clause 38.5.

- 37.7. In the event of termination pursuant to GCC sub clause 37.6, the rights and obligations of the Employer and the Contractor shall be as specified in GCC sub clauses 42.1.2 and 42.1.3.
- 37.8. Notwithstanding GCC sub clause 37.5, Force Majeure shall not apply to any obligation of the Employer to make payments due to the Contractor as per the Contract.

38. War Risks

- 38.1 “War Risks” shall mean any event specified in paragraphs (a) and (b) of GCC sub clause 37.1 and any explosion or impact of any mine, bomb, shell, grenade, or other projectile, missile, munitions or explosive of war, occurring or existing in India.
- 38.2 Notwithstanding anything contained in the Contract, the Contractor shall have no liability whatsoever for or with respect to
- (a) destruction of or damage to Works, Plant, or any part thereof;
 - (b) destruction of or damage to property of the Employer or any third party; or
 - (c) injury or loss of life
- if such destruction, damage, injury or loss of life is caused by any War risks, and the Employer shall indemnify and hold the Contractor harmless from and against any and all claims, liabilities, actions, lawsuits, damages, costs, charges, or expenses arising in consequence of or in connection with the same.
- 38.3 If the Works or any Plant or Contractor’s Equipment or any other property of the Contractor used or intended to be used for the purposes of the Works shall sustain destruction or damage by reason of any War Risks, the Employer shall pay the Contractor for
- (a) any part of the Works or the Plant so destroyed or damaged to the extent not already paid for by the Employer and so far as may be required by the Employer, and as may be necessary for completion of the Works;
 - (b) replacing or making good any Contractor’s Equipment or other property of the Contractor so destroyed or damaged; and
 - (c) replacing or making good any such destruction or damage to the Works or the Plant or any part thereof.
- If the Employer does not require the Contractor to replace or make good any such destruction or damage to the Works, the Employer shall either request a change in accordance with GCC Clause 39, excluding the performance of that part of the Works thereby destroyed or damaged or, where the loss, destruction, or damage affects a substantial part of the Works, shall terminate the Contract, pursuant to GCC sub

clause 42.1.

If the Employer requires the Contractor to replace or make good on any such destruction or damage to the Works, the Time for Completion shall be extended in accordance with GCC 40.

- 38.4 Notwithstanding anything contained in the Contract, the Employer shall pay the Contractor for any increased costs or incidentals to the execution of the Contract that are in any way attributable to, consequent on, resulting from, or in any way connected with any War Risks, provided that the Contractor shall as soon as practicable notify the Employer in writing of any such increased cost.
- 38.5 If during the performance of the Contract any War Risks shall occur that financially or otherwise materially affect the execution of the Contract by the Contractor, the Contractor shall use its reasonable efforts to execute the Contract with due and proper consideration given the safety of its and its Subcontractors' personnel engaged in the Works, provided, however, that if the execution of the Works becomes impossible or is substantially prevented for a single period of more than ninety (90) days or an aggregate period of more than one hundred and eighty (180) days on account of any War Risks, the parties will attempt to develop a mutually satisfactory solution to proceed with execution of the Contract, or terminate to Contract with mutual agreement, pursuant to GCC sub clause 42.1.
- 38.6 In the event of termination pursuant to GCC sub clauses 38.3 or 38.5, the rights and obligations of the Employer and the Contractor shall be specified in GCC sub clauses 42.1.2 and 42.1.3.

H. Change in Contract Elements

39. Change in the Work

39.1 Introducing a Change

- 39.1.1 Subject to GCC sub clauses 39.2.5 and 39.2.7, the Employer shall have the right to propose, and subsequently require, that the Project Manager order the Contractor from time to time during the performance of the Contract to make any change, modification, addition, or deletion to, in or from the Works hereinafter called "Change" (also referred to as "Variation"), provided that such Change falls within the general scope of the Works and does not constitute unrelated work and that it is technically practicable, taking into account both the state of advancement of the Works and the technical compatibility of the Change envisaged with the nature of the Works as specified in the Contract.
- 39.1.2 The Contractor may from time to time during its performance of the Contract propose to the Employer with a copy to the Project Manager, any Change that the Contractor considers necessary or desirable to improve the quality, efficiency, or safety of the Works. The Employer may at its discretion approve or reject any Change proposed by the Contractor, provided that the Employer shall approve any Change proposed by the Contractor to ensure the safety of the Works.
- 39.1.3 Notwithstanding GCC sub clauses 39.1.1 and 39.1.2, no change made necessary because of any default of the Contractor in the performance of its obligations under the Contract shall be deemed to be a Change, and such change shall not result in any adjustment of the Contract Price or the Time for Completion.
- 39.1.4 The procedure on how to proceed with and execute Changes is specified in GCC sub clauses 39.2 and 39.3, and further details, if any, provided in the Employer's Requirements shall generally be applicable at the Project Manager's option. However, the Project Manager may either modify the same or require a different procedure to be followed.

39.2 Changes Originating from Employer

- 39.2.1 If the Employer proposes a Change pursuant to GCC sub clause 39.1.1, it shall send to the Contractor a "Request for Change Proposal," requiring the Contractor to prepare and furnish to the Project Manager as soon as reasonably practicable a "Change Proposal," which shall include the following:
- (a) brief description of the Change,
 - (b) effect on the Time for Completion,
 - (c) estimated cost of the Change,
 - (d) Effect, if any, on any other provisions of the Contract.

- 39.2.2 Prior to preparing and submitting the "Change Proposal," the Contractor shall submit to the Project Manager an "Estimated Cost of Change Proposal".
Upon receipt of the Estimated Cost of Change Proposal, the Employer shall do one of the following:
- (a) accept the estimated cost with instructions to the Contractor to proceed with the preparation of the Change Proposal,
 - (b) advise the Contractor of any part of its estimated cost of Change Proposal that is unacceptable and request the Contractor to review its estimate
 - (c) advise the Contractor that the Employer does not intend to proceed with the Change.
- 39.2.3 Upon receipt of the Employer's instruction to proceed under GCC sub clause 39.2.2 (a), the Contractor shall, with proper expedition, proceed with the preparation of the Change Proposal, in accordance with GCC sub clause 39.2.1 and based on the provisions of GCC sub clauses 39.2.4, 39.2.5, and 39.2.6.
- 39.2.4 If rates and prices of any change are available in the Contract the valuation/ pricing of the Change shall be worked out/ calculated considering the same rates and prices as included in the Contract, except in the following case:
- If the final quantity of the work done differs from the quantity originally included in the Bill of Quantities (BOQ) for the particular item by more than the percentage specified in SCC, and if not specified by 25 (twenty-five) percent, provided further that the consequent change in the price for the particular item exceeds the initial Contract Price of that particular item by the percentage specified in SCC, and if not specified by 1(one) percent
- 39.2.5 In the case under GCC sub clause 39.2.4 (a) above, it shall be appropriate for the parties to agree on specific rates for the valuation of Change as under:
- (i) If the quantity of work executed exceeds the quantity of the item in BOQ beyond the higher specified limit in the case (a) above, the specific rate shall be applied for the additional quantity of the work executed.
 - (ii) If the quantity of work executed is less than the quantity of the item in BOQ and is lesser than the lower specified limit in the case (a) above, the specific rate to be applied for whole of the quantity of the work so executed.
- 39.2.6 If rates and prices of any change are not available in the Contract, the parties thereto shall agree on specific rates for the valuation of the Change. For the valuation of the Change, the provisions, if any, specified in SCC shall be applicable.
- 39.2.7 Upon receipt of the Change Proposal, the Employer and the Contractor shall mutually agree upon all matters therein contained, with a proviso that to the extent

the valuation of change does not include specific rates the valuation shall be deemed to have been mutually agreed by the parties.

Within 21 days after such agreement, the Employer shall, if it intends to proceed with the Change, issue the Contractor with a Change Order.

If the Employer is unable to reach a decision within 21 days, it shall notify the Contractor with details of when the Contractor can expect a decision.

If the Employer decides not to proceed with the Change for whatever reason, it shall, within the said period of 21 days, notify the Contractor accordingly.

- 39.2.8 The Employer shall issue the Contractor with a Change Order by way of amendment to the Contract or in any other manner deemed appropriate. If the Employer and the Contractor cannot reach agreement on the price for the Change wherever specific price is applicable, an equitable adjustment to the Time for Completion, or any other matters identified in the Change Proposal, the Employer may nevertheless instruct the Contractor to proceed with the Change by issue of a "Pending Agreement Change Order."

Upon receipt of a Pending Agreement Change Order, the Contractor shall immediately proceed with effecting the Changes covered by such Order. The parties shall thereafter attempt to reach agreement on the outstanding issues under the Change Proposal.

If the parties cannot reach agreement within 60 days from the date of issue of the Pending Agreement Change Order, then the matter may be referred to Conciliation in accordance with the provisions of GCC Sub - Clause 45.1.

39.3 Changes Originating from Contractor

- 39.3.1. If the Contractor proposes a Change pursuant to GCC sub clause 39.1.2, the Contractor shall submit to the Project Manager a written "Application for Change Proposal," giving reasons for the proposed Change and including the information specified in GCC sub clause 39.2.1.
- 39.3.2. Upon receipt of the Application for Change Proposal, the parties shall follow the procedures outlined in GCC sub clause 39.2.
- 39.3.3. The samples of procedures and forms for implementing changes in the Works during the performance of the Contract in accordance with the GCC Clause 39, as provided in **Employer's Requirements** shall generally be applicable, subject to such modifications/ additions as may be instructed by the Project Manager/ Employer.

40. Extension of Time for Completion

- 40.1. The Time(s) for Completion stated in the **Appendix 4 (Time Schedule) to the Contract Agreement** shall be extended if the Contractor is delayed or impeded in the

performance of any of its obligations under the Contract by reason of any of the following:

- (a) any Change in the Works as provided in GCC Clause 39;
- (b) any occurrence of Force Majeure as provided in GCC Clause 37, unforeseen conditions as provided in GCC Clause 35, or other occurrence of any of the matters specified or referred to in paragraphs (a), (b) (c), (d) and (e) of GCC sub clause 32.2;
- (c) any suspension order given by the Employer under GCC Clause 41 hereof or reduction in the rate of progress pursuant to GCC sub clause 41.2; or
- (d) any changes in laws and regulations as provided in GCC Clause 36; or
- (e) any default or breach of the Contract by the Employer, or any activity, act or omission of the Employer, or the Project Manager, or any other contractors employed by the Employer; or
- (f) any other matter specifically mentioned in the Contract; or
- (g) any delay on the part of a sub-contractor, provided such delay is due to a cause for which the Contractor himself would have been entitled to an extension of time under this sub clause,

by such period as shall be fair and reasonable in all the circumstances and as shall fairly reflect the delay or impediment sustained by the Contractor.

- 40.2. Except where otherwise specifically provided in the Contract, the Contractor shall submit to the Project Manager a notice of a claim for an extension of the Time for Completion, together with particulars of the event or circumstance justifying such extension as soon as reasonably practicable after the commencement of such event or circumstance. As soon as reasonably practicable after receipt of such notice and supporting particulars of the claim, the Employer and the Contractor shall agree upon the period of such extension. Delayed submission of the notice of claim by the Contractor shall not be considered by the Project Manager for extension of Time for Completion. In the event that the Contractor does not accept the Employer's estimate of a fair and reasonable time extension, the Contractor shall be entitled to refer the matter to for Conciliation, pursuant to GCC sub clause 45.1.
- 40.3. The Contractor shall at all times use its reasonable efforts to minimize any delay in the performance of its obligations under the Contract.
- 40.4. In all cases where the Contractor has given a notice of a claim for an extension of time under GCC 40.2, the Contractor shall consult with the Project Manager in order to determine the steps (if any) which can be taken to overcome or minimize the actual

or anticipated delay. The Contractor shall there after comply with all reasonable instructions, which the Project Manager shall give in order to minimize such delay. If compliance with such instructions shall cause the Contractor to incur extra costs and the Contractor is entitled to an extension of time under GCC 40.1, the amount of such extra costs shall be added to the Contract Price.

41. Suspension

- 41.1. The Project Manager, by notice to the Contractor, order the Contractor to suspend performance of any or all of its obligations under the Contract. Such notice shall specify the obligation of which performance is to be suspended, the effective date of the suspension and the reasons therefor. The Contractor shall thereupon suspend performance of such obligation, except those obligations necessary for the care or preservation of the Works, until ordered in writing to resume such performance by the Project Manager.
- 41.2. If, by virtue of a suspension order given by the Project Manager, other than by reason of the Contractor's default or breach of the Contract, the Contractor's performance of any of its obligations is suspended for an aggregate period specified in SCC or , if not specified, aggregate period of more than 90 days, then at any time thereafter and provided that at that time such performance is still suspended, the Contractor may give a notice to the Project Manager requiring that the Employer shall, within 28 days of receipt of the notice, order the resumption of such performance or request and subsequently order a change in accordance with GCC Clause 39, excluding the performance of the suspended obligations from the Contract.
- 41.3. If the Employer fails to do so within such period, the Contractor may, by a further notice to the Project Manager, elect to treat the suspension, where it affects a part only of the Works, as a deletion of such part in accordance with GCC Clause 39 or, where it affects the whole of the Works, as termination of the Contract under GCC sub clause 42.1, in consultation with the Employer.
- 41.4. If
- (a) the Employer has failed to pay the Contractor any sum due under the Contract within the specified period, has failed to approve any invoice or supporting documents without just cause pursuant to the **Appendix (Terms and Procedures of Payment) to the Contract Agreement**, or commits a substantial breach of the Contract, the Contractor may give a notice to the Employer that requires payment of such sum, requires approval of such invoice or supporting documents, or specifies the breach and requires the Employer to remedy the same, as the case may be. If the Employer fails to pay such sum, fails to approve such invoice or supporting documents or give its reasons for withholding such approval, or fails to remedy the breach or take steps to remedy the breach within 28 days after receipt of the Contractor's notice; or
 - (b) the Contractor is unable to carry out any of its obligations under the Contract for any reason attributable to the Employer, including but not limited to the Employer's

failure to provide possession of or reasonable access to the Site or other areas in accordance with GCC sub clause 10.2, or failure to obtain any governmental permit necessary for the execution and/or completion of the Works which the Employer is required to obtain as per the Contract,

then the Contractor may by 28 days' notice to the Employer suspend performance of all or any of its obligations under the Contract, or reduce the rate of progress.

- 41.5. If the Contractor's performance of its obligations is suspended, or the rate of progress is reduced pursuant to this GCC Clause 41, then the Time for Completion shall be extended in accordance with GCC sub clause 40.1, and any and all additional costs or expenses incurred by the Contractor as a result of such suspension or reduction shall be paid by the Employer to the Contractor in addition to the Contract Price, in accordance with GCC Clause 44.1, except in the case of suspension order or reduction in the rate of progress by reason of the Contractor's default or breach of the Contract.
- 41.6. During the period of suspension, the Contractor shall not remove from the Site any Plant, any part of the Works or any Contractor's Equipment, without the prior written consent of the Employer.

42. Termination

42.1. Termination for Employer's Convenience

- 42.1.1 The Employer may at any time terminate the Contract for the Works or part thereof, for any reason by giving the Contractor a notice of termination that refers to this GCC sub clause 42.1.
- 42.1.2 Upon receipt of the notice of termination under GCC sub clause 42.1.1, the Contractor shall, as may be applicable, either immediately or upon the date specified in the notice of termination,
- (a) cease all further work as per the notice of termination, except for such work as the Employer may specify in the notice of termination for the sole purpose of protecting that part of the Works already executed, or any work required to leave the Site in a clean and safe condition;
 - (b) terminate all subcontracts, except those to be assigned to the Employer pursuant to paragraph (d) (ii) below;
 - (c) remove all Contractor's Equipment from the Site, repatriate the Contractor's and its Subcontractors' personnel from the Site, remove from the Site any wreckage, rubbish and debris of any kind, and leave the whole of the Site in a clean and safe condition; and
 - (d) subject to the payment specified in GCC sub clause 42.1.3,
 - (i) deliver to the Employer the parts of the Works executed by the Contractor up to the

date of termination;

- (ii) to the extent legally possible, assign to the Employer all right, title and benefit of the Contractor to the Works and to the Plant as of the date of termination, and, as may be required by the Employer, in any subcontracts concluded between the Contractor and its Subcontractors; and
- (iii) deliver to the Employer all non-proprietary drawings, specifications and other documents prepared by the Contractor or its Subcontractors as at the date of termination in connection with the Works.

42.1.3 In the event of termination of the Contract under GCC sub clause 42.1.1, the Employer shall pay to the Contractor the following amounts:

- (a) the Contract Price, properly attributable to the parts of the Works executed by the Contractor as of the date of termination;
- (b) the costs reasonably incurred by the Contractor in the removal of the Contractor's Equipment from the Site and in the repatriation of the Contractor's and its Subcontractors' personnel, based on documentary evidence;
- (c) any amounts to be paid by the Contractor to its Subcontractors in connection with the termination of any subcontracts, including any cancellation charges, based on documentary evidence;
- (d) costs incurred by the Contractor in protecting the Works and leaving the Site in a clean and safe condition pursuant to paragraph (a) of GCC sub clause 42.1.2, based on documentary evidence;
- (e) the cost of satisfying all other obligations, commitments and claims that the Contractor may in good faith have undertaken with third parties in connection with the Contract and that are not covered by paragraphs (a) through (d) above, based on documentary evidence; and
- (f) any other factor/ element if specified in SCC.

42.2. Termination for Contractor's Default

42.2.1 The Employer, without prejudice to any other rights or remedies it may possess, may terminate the Contract forthwith in the following circumstances by giving a notice of termination and its reasons therefor to the Contractor, referring to this GCC sub clause 42.2:

- (a) if the Contractor becomes bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, or, if the Contractor is a corporation, a resolution is passed or order is made for its winding up, other than a voluntary liquidation for the purposes of amalgamation or reconstruction, a receiver or Insolvency Resolution Professional is appointed over any part of its undertaking or assets, or if the

- Contractor takes or suffers any other analogous action in consequence of debt;
- (b) if the Contractor assigns or transfers the Contract or any right or interest therein in violation of the provision of GCC Clause 43; and
 - (c) if the Contractor, in the judgment of the Employer has engaged in integrity violations, as defined in GCC Clause 6, in competing for or in executing the Contract.

42.2.2 If the Contractor

- (a) has abandoned or repudiated the Contract;
- (b) has without valid reason failed to commence work on the Works promptly or has suspended, other than pursuant to GCC sub clause 41.2, the progress of Contract performance for more than 28 days after receiving a written instruction from the Employer to proceed;
- (c) persistently fails to execute the Contract in accordance with the Contract or persistently neglects to carry out its obligations under the Contract without just cause;
- (d) refuses or is unable to provide sufficient materials, services or labor to execute and complete the Works in the manner specified in the program furnished under GCC sub clause 18.2 at rates of progress that give reasonable assurance to the Employer that the Contractor can attain Completion of the Works by the Time for Completion as extended;

then the Employer may, without prejudice to any other rights it may possess under the Contract, give a notice, referred to as **Notice of Default**, to the Contractor, stating the nature of the default and requiring the Contractor to remedy the same. If the Contractor fails to remedy or to take steps to remedy the same, to the satisfaction of the Employer, within 14 days, or such additional time as the Employer may permit, of its receipt of such notice, then the Employer may terminate the Contract forthwith by giving a notice of termination to the Contractor that refers to this GCC sub clause 42.2.

42.2.3 Upon receipt of the notice of termination under GCC sub clauses 42.2.1 or 42.2.2, the Contractor shall, either immediately or upon such date as is specified in the notice of termination,

- (a) cease all further work, except for such work as the Employer may specify in the notice of termination for the sole purpose of protecting that part of the Works already executed, or any work required to leave the Site in a clean and safe condition;
- (b) terminate all subcontracts, except those to be assigned to the Employer pursuant to paragraph (d) below;
- (c) deliver to the Employer the parts of the Works executed by the Contractor up to the date of termination;

- (d) to the extent legally possible, assign to the Employer all right, title and benefit of the Contractor to the Works and to the Plant as of the date of termination, and, as may be required by the Employer, in any subcontracts concluded between the Contractor and its Subcontractors; and
- (e) deliver to the Employer all drawings, specifications and other documents prepared by the Contractor or its Subcontractors as of the date of termination in connection with the Works.

42.2.4 The Employer may enter upon the Site, expel the Contractor, and complete the Works itself or by employing any third party. The Employer may, to the exclusion of any right of the Contractor over the same, take over and use with the payment of a fair rental rate to the Contractor, with all the maintenance costs to the account of the Employer and with an indemnification by the Employer for all liability including damage or injury to persons arising out of the Employer's use of such equipment, any Contractor's Equipment owned by the Contractor and on the Site in connection with the Works for such reasonable period as the Employer considers expedient for the supply and construction/ erection/ installation of the Works.

Upon completion of the Works or at such earlier date as the Employer thinks appropriate, the Employer shall give notice to the Contractor that such Contractor's Equipment will be returned to the Contractor at or near the Site and shall return such Contractor's Equipment to the Contractor in accordance with such notice. The Contractor shall thereafter without delay and at its cost remove or arrange removal of the same from the Site.

42.2.5 Subject to GCC sub clause 42.2.6, the Contractor shall be entitled to be paid the Contract Price attributable to the Works executed as of the date of termination, the value of any unused or partially used Plant and Materials on the Site, and the costs, if any, incurred in protecting the Works and in leaving the Site in a clean and safe condition, based on documentary evidence, pursuant to paragraph (a) of GCC sub clause 42.2.3. Any sums due the Employer from the Contractor accruing prior to the date of termination shall be deducted from the amount to be paid to the Contractor under this Contract.

42.2.6 If the Employer completes the Works, the cost of completing the Works by the Employer shall be determined.

If the sum that the Contractor is entitled to be paid, pursuant to GCC sub clause 42.2.5, plus the reasonable costs incurred by the Employer in completing the Works, exceeds the Contract Price, the Contractor shall be liable for such excess.

If such excess is greater than the sums due the Contractor under GCC sub clause 42.2.5, the Contractor shall pay the balance to the Employer, and if such excess is less than the sums due the Contractor under GCC sub clause 42.2.5, the Employer shall pay the balance to the Contractor. For this purpose, the Employer may retain the

amount due to the Contractor upon termination and/ or encash/ invoke the securities furnished by the Contractor, at the time and in the manner considered appropriate by the Employer.

The Employer and the Contractor shall agree, in writing, on the computation described above and may mutually agree on the manner in which any sums shall be paid.

42.3. Termination by Contractor

42.3.1. The Contractor may terminate the Contract forthwith by giving a notice to the Employer to that effect, referring to this GCC sub clause 42.3.1, if the Employer becomes bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, or, being a corporation, if a resolution is passed or order is made for its winding up (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), a receiver or Insolvency Resolution Professional is appointed over any part of its undertaking or assets, or if the Employer takes or suffers any other analogous action in consequence of debt.

42.3.2. If the Contract is terminated under GCC sub clauses 42.3.1, then the Contractor shall immediately

- (a) cease all further work, except for such work as may be necessary for the purpose of protecting that part of the Works already executed, or any work required to leave the Site in a clean and safe condition;
- (b) terminate all subcontracts, except those to be assigned to the Employer pursuant to paragraph (d) (ii);
- (c) remove all Contractor's Equipment from the Site and repatriate the Contractor's and its Subcontractors' personnel from the Site; and
- (d) subject to the payment specified in GCC sub clause 42.3.3,
 - (i) deliver to the Employer the parts of the Works executed by the Contractor up to the date of termination;
 - (ii) to the extent legally possible, assign to the Employer all right, title and benefit of the Contractor to the Works and to the Plant as of the date of termination, and, as may be required by the Employer, in any subcontracts concluded between the Contractor and its Subcontractors; and
 - (iii) deliver to the Employer all drawings, specifications and other documents prepared by the Contractor or its Subcontractors as of the date of termination in connection with the Works.

42.3.3. If the Contract is terminated under GCC sub clauses 42.3.1, the Employer shall pay to the Contractor all payments specified in GCC sub clause 42.1.3 and reasonable

compensation for all loss, except for loss of profit, or damage sustained by the Contractor arising out of, in connection with or in consequence of such termination.

- 42.3.4. Termination by the Contractor pursuant to this GCC sub clause 42.3 is without prejudice to any other rights or remedies of the Contractor that may be exercised in lieu of or in addition to rights conferred by GCC sub clause 42.3.

- 42.4.** In this GCC Clause 42, the expression “Works executed” shall include all Works executed and all Plant and Materials acquired, or subject to a legally binding obligation to purchase, by the Contractor and used or intended to be used for the purpose of the Works, up to and including the date of termination.

- 42.5.** In this GCC Clause 42, in calculating any monies due from the Employer to the Contractor, account shall be taken of any sum previously paid by the Employer to the Contractor under the Contract, including any advance payment paid pursuant to the **Appendix (Terms and Procedures of Payment) to the Contract Agreement.**

43. Assignment

Neither the Employer nor the Contractor shall, without the express prior written consent of the other party which consent shall not be unreasonably withheld, assign to any third party the Contract or any part thereof, or any right, benefit, obligation or interest therein or thereunder, including assignment of, either absolutely or by way of charge, any monies due and payable to it or that may become due and payable to it under the Contract.

I. Claims, Disputes, and Arbitration

44. Contractor's Claims

- 44.1. If the Contractor considers himself to be entitled to any extension of the Time for Completion and/or any additional payment, under any Clause of these Conditions or otherwise in connection with the Contract, the Contractor shall submit a notice to the Project Manager, describing the event or circumstance giving rise to the claim. The notice shall be given as soon as practicable, and not later than 28 days after the Contractor became aware, or should have become aware, of the event or circumstance.
- 44.2. If the Contractor fails to give notice of a claim within such period of 28 days, the Time for Completion shall not be extended, the Contractor shall not be entitled to additional payment, and the Employer shall be discharged from all liability in connection with the claim. Otherwise, the following provisions of this sub clause shall apply.
- 44.3. The Contractor shall also submit any other notices, which are required by the Contract, and supporting particulars for the claim, all as relevant to such event or circumstance.
- 44.4. The Contractor shall keep such contemporary records as may be necessary to substantiate any claim, either on the Site or at another location acceptable to the Project Manager. Without admitting the Employer's liability, the Project Manager may, after receiving any notice under this sub clause, monitor the record keeping and/or instruct the Contractor to keep further contemporary records. The Contractor shall permit the Project Manager to inspect all these records, and shall (if instructed) submit copies to the Project Manager.
- 44.5. Within 42 days after the Contractor became aware (or should have become aware) of the event or circumstance giving rise to the claim, or within such other period as may be proposed by the Contractor and approved by the Project Manager, the Contractor shall send to the Project Manager a fully detailed claim, which includes full supporting particulars of the basis of the claim and of the extension of time and/or additional payment claimed. If the event or circumstance giving rise to the claim has a continuing effect,
- (a) this fully detailed claim shall be considered as interim;
 - (b) the Contractor shall send further interim claims at monthly intervals, giving the accumulated delay and/or amount claimed, and such further particulars as the Project Manager may reasonably require; and
 - (c) the Contractor shall send a final claim within 28 days after the end of the effects resulting from the event or circumstance, or within such other period as may be proposed by the Contractor and approved by the Project Manager.

- 44.6. Within 42 days after receiving a claim or any further particulars supporting a previous claim, or within such other period as may be proposed by the Project Manager and approved by the Contractor, the Project Manager shall respond with approval, or with disapproval and detailed comments. He may also request any necessary further particulars, but shall nevertheless give his response on the principles of the claim within such time.
- 44.7. Each payment certificate shall include such amounts for any claim as have been reasonably substantiated as due under the relevant provision of the Contract. Unless and until the particulars supplied are sufficient to substantiate the whole of the claim, the Contractor shall only be entitled to payment for such part of the claim as he has been able to substantiate.
- 44.8. The Project Manager shall agree with the Contractor or estimate: (i) the extension (if any) of the Time for Completion (before or after its expiry) in accordance with GCC Clause 40, and/or (ii) the additional payment (if any) to which the Contractor is entitled under the Contract.
- 44.9. The requirements of this sub clause are in addition to those of any other sub clause, which may apply to a claim. If the Contractor fails to comply with this or another sub clause in relation to any claim, any extension of time and/or additional payment shall take account of the extent (if any) to which the failure has prevented or prejudiced proper investigation of the claim, unless the claim is excluded under the second paragraph of this sub clause.
- 44.10. In the event that the Contractor and the Employer cannot agree on any matter relating to a claim, either party may refer the matter for resolution pursuant to GCC 45 hereof.

45. Disputes and Arbitration

45.1. Conciliation

- 45.1.1. Conciliation proceedings at the first instance shall be carried out as per the provisions of the Indian Arbitration and Conciliation Act 1996 as amended or may be amended from time to time. The rules and procedure of the conciliation shall be as under :
1. The party i.e. either the Employer or the Contractor, initiating the conciliation shall send to the other party a written invitation to conciliate briefly identifying the subject of the dispute.
 2. The conciliation proceedings shall commence when the other party accepts in writing the invitation to conciliate.
 3. If the other party rejects the invitation, there will be no conciliation proceedings and either party may refer the dispute to Arbitration in accordance with the procedure laid down in GCC 45.5.

4. If the party initiating the conciliation does not receive a reply within 30 days from the date on which he sends the invitation, or within such period of time as specified in the invitation, he may treat it as a rejection of invitation to conciliate and if so elects, he shall inform in writing the other party accordingly.

45.2. The conciliation proceedings shall be held preferably with a sole conciliator if mutually agreed by and between the Parties. If the Parties fail to mutually agree for the sole conciliator, the conciliation proceedings shall be held with three conciliators, each party may appoint one conciliator and the parties may agree on the name of the third conciliator who shall act as the presiding conciliator.

The expenses incurred by each party in connection with the preparation, presentation, etc. of its proceedings as also as the fees and expenses to be paid to the conciliator appointed by such party or on its behalf shall be borne by each party itself. The fees and expenses to be paid to the presiding conciliator or sole conciliator, as the case may be, shall be shared equally and borne by the Parties.

The conciliation proceedings shall be completed within 90 days of receiving a reference from either of the Party and the decision be communicated to the parties. The venue of conciliation proceedings shall be New Delhi and the language of the proceedings shall be English.

The parties shall not initiate, during the conciliation proceedings, any arbitral or judicial proceedings in respect of a dispute that is the subject-matter of the conciliation proceedings except that a party may initiate arbitral or judicial proceedings where, in his opinion, such proceedings are necessary for preserving his rights.

45.3. Settlement Agreement

If the parties reach agreement on a settlement of the dispute and the parties sign a written settlement agreement, authenticated by the Conciliator, then the settlement agreement shall be final and binding on the parties and persons claiming under them respectively. The settlement agreement shall have the same status and effect as if it is an arbitral award on agreed terms on the substance of the dispute rendered by an arbitral Tribunal under Indian Arbitration and Conciliation Act 1996 as amended from time to time.

If the parties do not reach agreement on a settlement of the disputes, then either party may give a 28 days' notice to the other Party of its dissatisfaction and intention to commence arbitration.

45.4. Amicable Settlement

Where notice of dissatisfaction has been given under GCC sub clause 45.3 above, both Parties shall attempt to settle the dispute amicably before the commencement

of arbitration. However, unless both Parties agree otherwise, arbitration may be commenced on or after the fifty-sixth (56th) day after the day on which notice of dissatisfaction and intention to commence arbitration was given, even if no attempt at amicable settlement has been made.

45.5. Arbitration

Unless settled amicably, any dispute in respect of which the Conciliator's decision/ opinion (if any) has not become final and binding, shall be finally settled by arbitration under Indian Arbitration and Conciliation Act 1996 (herein referred to as the Act) as amended or as may be amended from time to time.

Unless otherwise agreed by both Parties,

- (a) arbitration proceedings shall be conducted as per the Act read along with the provisions contained herein and the seat of arbitration shall be New Delhi, India;
- (b) arbitration proceedings shall be held in New Delhi, India which shall be the venue of arbitration;
- (c) the arbitration shall be conducted and dispute shall be settled by an arbitral tribunal comprising three arbitrators; and
- (d) the arbitration shall be conducted in the language for communications defined in GCC sub clause 5.3.

Further, the following shall be applicable:

- i. In the arbitral tribunal consisting of three arbitrators, one each shall be appointed by the Employer and the Contractor. The third arbitrator shall be chosen by the two Arbitrators so appointed by the parties and shall act as presiding arbitrator. In case of failure of the two arbitrators, appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the presiding arbitrator shall be appointed by the "President of the Institution of Engineers (India)".
- ii. If one of the parties fails to appoint its arbitrator in pursuance of above, within 30 days after receipt of the notice of the appointment of its arbitrator by the other party, then the President of the Indian Institute of Engineers (India), shall be approached to appoint the arbitrator. A certified copy of the order of the President of the Institution of Engineers (India) making such an appointment shall be furnished to each of the parties.
- iii. The decision of the majority of the arbitrators shall be final and binding upon both parties. The cost and expenses of arbitration proceedings will be paid as determined by the arbitral tribunal.
- iv. However, the expenses incurred by each party in connection with the preparation,

presentation, etc. of its proceedings as also as the fees and expenses to be paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself. The fees and expenses to be paid to the presiding arbitrator shall be shared equally and borne by the Parties.

- v. The arbitrator(s) shall give reasoned award
- vi. The arbitrator(s) shall have full power to open up, review and revise any certificate, determination, instruction, opinion or valuation of the Project Manager, and any decision or opinion of the Conciliator, relevant to the dispute. Nothing shall disqualify the Project Manager from being called as a witness and giving evidence before the arbitrator(s) on any matter whatsoever relevant to the dispute.

Neither Party shall be limited in the proceedings before the arbitrator(s) to the evidence or arguments previously put before the Conciliator to obtain its decision, or to the reasons for dissatisfaction given in its notice of dissatisfaction. Any decision or opinion of the Conciliator shall not be admissible in evidence in the arbitration.

- vii. Arbitration may be commenced prior to or after Completion of the Works. The obligations of the Parties, the Project Manager and the Conciliator shall not be altered by reason of any arbitration being conducted during the progress of the works related to the Works.

45.6. The entire process, cumulatively, as per the GCC Clause 45 shall be referred to as the process for dispute resolution.

J. Contract Closing

46. Contract Closing

- 46.1. On Completion and Taking Over of the Works, the activities including but not limited to those mentioned below shall be commenced and completed progressively without delay, jointly by the Employer and the Contractor under coordination by the Project Manager, and the Contract shall be closed within 3 (three) months following successful completion of Defect Liability Period :
- (i) Material reconciliation of owner free issued materials/ items as well as material/ items supplied by the Contractor under the Contract;
 - (ii) Payment reconciliations and verifications;
 - (iii) Approval for extension of Time for Completion, with or without compensation, as applicable;
 - (iv) Certification from Contractor regarding payment of dues to its
 - a. sub-vendors/ sub-contractors/ manufactures etc.,
 - b. workers/ contract labourers,
 - c. payment of statutory dues toward Provident Funds, wages etc. as required;
 - (v) Certification of Project Manager & Contractor to the effect that installation, erection and construction of the Works/Plant/ Materials have been completed as per specifications laid down in the Contract and defects noted at the time of Completion (Taking Over) and notified to the Contractor by the Project Manager have been rectified to the satisfaction of Employer;
 - (vi) Removal of construction, temporary or otherwise, meant for and related to site stores, hutment, labour colony etc. in the premises of Employer;
 - (vii) Approval of final amendment to the Contract including extension of Time for Completion, amended drawings etc., as applicable, and Certificate from Project Manager in that regard;
 - (viii) Drawing, manual and other documents, as applicable, receipt certificate by the Project Manager;
 - (ix) Receipt of compliance report on Quality related aspects along with photographs, Assurance documents, as may be applicable, by Project Manager;
 - (x) Shortfall in Plant/ equipment performance and settlement of Liquidated Damages, if any, on that account, issued by Project Manager;

- (xi) No demand certificate issued by Contractor;
- (xii) Defect Liability Certificate regarding successful completion of Defect Liability Period of the Works or part thereof, as per Contract, by Project Manager;
- (xiii) Certificate regarding return of Performance Security / Indemnity Bond and other securities by Project Manager/Employer; and
- (xiv) Any other activity as may be required.

46.2. Performance Certificate

Performance Certificate shall be issued by Employer upon completion of all the activities as per clause GCC 46.1 and Contractor's obligations including Defect Liability Period and its acceptance by the Employer, stating interalia the date of such completion. The Performance Certificate shall be issued by the Employer within 28 (twenty-eight) days of the said date.

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

GEKAM POWER PRIVATE LIMITED



INVITATION FOR BIDS (IFB)

FOR

All Civil Works Comprising of River Diversion Works, Trench Weir, Intake, Feeder Channel, Desilting Tank, Head Race Tunnel, Surge Shaft, Penstock Civil Works, Power House Building, Tail Race Channel and Switchyard Civil Works, etc. for Rensing Hydropower Project (12 MW) in Laporiang Circle, Papumpare District, Arunachal Pradesh

(CIVIL PACKAGE)

Single-Stage: Two-Envelope Bidding Procedure

Gekam Power Private Limited

Registered Office: B Sector, Naharlagun, Arunachal Pradesh, India.

Email: gekampowerprivatelimited@gmail.com

(Open Competitive Bidding)

Contract title: All Civil Works Comprising of River Diversion Works, Trench Weir, Intake, Feeder Channel, Desilting Tank, Head Race Tunnel, Surge Shaft, Penstock Civil Works, Power House Building, Tail Race Channel and Switchyard Civil Works, etc. for Rassing Hydropower Project (12 MW) in Laporiang Circle, Papumpare District, Arunachal Pradesh.

IFB No: Rassing – CIVIL (Works) – 002

IFB issued on: 28th June 2024

Section 8: Special Conditions of Contract

Volume number	Contents	Section No./ Name
Volume-1	Invitation for Bids	Section 0: Invitation for Bids
	Bidding Procedures and Bidding Forms	Section 1: Instructions to Bidders
		Section 2: Bid Data Sheet
		Section 3: Evaluation, Eligibility and Qualification Criteria
		Section 4: Bidding Forms for Technical Bid
		Section 5: Bidding Forms for Price Bid
	Employer's Requirements	Section 6: Employer's Requirements (the contents of this Section include by reference the contents of Volume-2 and Volume -3)
	Conditions of Contract and Contract Form	Section 7: General Conditions of Contract
		Section 8: Special Conditions of Contract
		Section 9: Contract Forms
Volume-2	Technical Specifications	Technical Specification for Civil Works
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1. Definitions

- The Contractor is: < to be inserted on finalisation of award of Contract >
- The Employer is: Gekam Power Private Limited, Arunachal Pradesh (also referred to as GPPL)
- Eligible Country shall include all countries and territories barring the country or countries on whom the Government, has or may, by order in writing, impose restrictions or sanctions, for procurement from that country or countries, or a class of countries, on any ground or matters directly or indirectly, including but not limited to restrictions under Order (Public Procurement No. 1) issued by Department of Expenditure, Ministry of Finance, Government of India under F.No. 6/18/2019-PPD dated 23rd July 2020 read in conjunction with any amendment or clarification thereto.
- The Site location and the place where Site is located: Rassing Village, Near Laporiang, Papumpare District, Arunachal Pradesh.

2. Interpretation

Country of Origin:

Country of Origin, in respect of supply of Plant and Installation Services under the Contract, shall include all countries and territories barring the country or countries on whom the Government, has or may, by order in writing, impose restrictions, on procurement from that country or countries, or a class of countries, and/or on suppliers/ firms from or connected therewith, on any ground or matters directly or indirectly, including but not limited to restrictions under Order (Public Procurement No. 1) issued by Department of Expenditure, Ministry of Finance, Government of India under F.No. 6/18/2019-PPD dated 23rd July 2020 read in conjunction with any amendment or clarification thereto.

3. Communications

3.1 For communications purposes, the addresses are as under:

Employers' Address:

Gekam Power Private Limited
B Sector, Naharlagun
Arunachal Pradesh (791110)

Contractor's Address:

< to be inserted on finalisation of award of Contract >

4. Law and Language

- 4.1. The Contract shall be governed by and interpreted in accordance with the laws of: India. The courts of Jurisdiction shall be the Courts at Naharlagun.
- 4.2. The ruling language is: English. Supporting documents and printed literature that are part of the communication may be in another language provided they are accompanied by an accurate translation of the relevant passages into English, in which case, for purposes of interpretation of the communication, such translation shall govern.
- 4.3. The language for communication is: English

5. Fraud and Corruption

- 5.1 The following additional provisions in regard to Fraud and Corruptions shall apply:
 - a) Standards of Conduct, Anti-bribery, and Fraud as per the Appendix to the Contract Agreement.

6. Time for Commencement and Completion

- 6.2 No separate part of the Part of the Works and separate Time for Completion of such part is specified or applicable under the Contract.
- 6.3 The Time for Completion of the whole of the Works shall be 36 months from the Effective Date as described in the Contract Agreement.

7. Contractor's Responsibilities

< applicable only in case of Joint Venture (JV) >

Names of the members/ partners of the JV are:

< to be inserted on finalisation of award of Contract >

Name of the Lead member/ partner of the JV is :

< to be inserted on finalisation of award of Contract >

- 7.1 The additional responsibilities shall, include the following :

- a) The Contractor hereby represents and warrants that they have satisfied themselves 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 in accordance with the Applicable Laws. Any damage or improvement to the transportation system including the roads/bridges/culverts enroute to the Site during execution of the Works shall be borne by the Contractor, who shall make good the same at his own cost.
- b) All instructions and orders given by the Project Manager or his representative at

site shall be taken to have been conveyed to the Contractor or Contractor's Representative for his compliance if recorded in the Site Order Book, wherever Site Order Book is maintained at Site, The Contractor shall maintain the site order book systematically and securely till Completion of the Works. The Site Order Book shall be available at the Site during working hours. Orders regarding the Work as and when necessary shall be entered in this book by the Project Manager or his representative with dated signatures in exercise of the powers vested in him, which orders shall be duly noted by the Contractor or Contractor's Representative or his authorized agent with his dated signature.

8. Employer's Responsibilities

8.1 Information and/or data provided/ to be provided by the Employer is as specified in Employer's Requirements.

8.2 The additional responsibilities shall, include the following :

- a) Land for labor camp and other Infrastructure Works of the Contractor shall be arranged by the Employer free of cost. The land arranged by the Employer shall be vacated by the Contractor after completion of the Works. The use or occupation of the land by the Contractor shall not confer on him any right of tenancy or possession thereof. Any damage to the land provided for labour camp during this period, shall be borne by the Contractor.
- b) It shall be the Employer's responsibility to seek any exemption, if admissible for the Facilities directly or indirectly as per the notifications/orders/ policy of the Government time to time. For such exemption, the Employer shall be responsible to obtain all necessary authorisation and/ or certificates as a proof of exemptions and provide the same to the Contractor. The Contractor shall be responsible for availing the exemption and shall pass on the accruing benefit to the Employer by way of corresponding reduction in the Contract Price.
- c) During construction, wherever the Works require shifting of HT/LT power lines, towers, electrical poles etc., either permanently or temporarily, the Employer shall arrange, at his cost, for such shifting of power lines towers, electrical poles etc., through concerned authorities of concerned Utility.
- d) If any work connected with the Works under the Contract involves crossing of National Highway, State Highway, other Roads, oil pipelines, gas pipelines water pipelines etc., the necessary letter/communication to the concerned authorities of the Utility/ organization/ Government Department for grant of permission for the crossing shall be issued by the Employer. However, the Contractor will keep the follow-up and obtain timely clearance from the concerned authorities. The

fee for obtaining such permission shall be payable to the Utility/ organization/ Government Department by the Employer.

9. Securities

- 9.1. The Advance Payment Security shall be with a validity of up to 28 days beyond the date of Completion of the Works.
- 9.2. The Advance Payment Security shall be in the form of guarantee directly issued by the reputable bank or financial institution (insurance, bonding or surety company), of Contractor's choice, located in India.
- 9.3. The amount of Performance Security, as a percentage of the Contract Price, shall be: 5% of the Contract Price.
- 9.4. Whenever, at any stage, the Employer/ Project Manager determines an addition to the Contract Price consequent upon one or more changes in any of the Contract elements or as a result of a Price Adjustment (Variation), cumulatively amounting to more than 10 percent of originally awarded Contract Price, the Contractor, at the Employer's/ Project Manager's written request, shall promptly increase the value of the Performance Security by an equal percentage.
- 9.5. The performance security shall be in the form of the form of bank guarantee valid until ninety (90) days beyond the Defect Liability Period of the whole of the Works, directly issued by the reputable bank, acceptable to the Employer, located in India, as per form included in Section: Contract Forms.
- 9.6. The performance security shall be reduced to 5% of the value of the component covered by the extended defect liability to cover the Contractor's extended defect liability in accordance with the provision in the SCC, pursuant to GCC Sub clause 27.10.
- 9.7. Security Deposit towards performance Security:
 - i. Security Deposit towards Performance Security shall be deducted by the Employer/ Project Manager from each running/ progress bill of the Contractor @ 5% (five percent) of the total value of each bill of the work done (including those consequent upon one or more changes in any of the Contract elements and as a result of a Price Adjustment(Variation)).
 - ii. If the Contractor expressly requests in writing, he will be permitted to convert the amount of Security Deposit deducted from his running/ progress bills into Bank Guarantee as per prescribed proforma. Minimum value of each Bank Guarantee shall be INR 10 Lakhs. The Bank Guarantees shall be valid till the date of expiry of Defects Liability Period under the Contract.
 - iii. 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.

10. Execution of the Works

- 10.1. The Project Manager is : < to be inserted on finalisation of award of Contract>
- 10.2. Except as otherwise stated in these Conditions, whenever carrying out duties or exercising authority, specified in or implied by the Contract, the Project Manager shall act as a skilled professional and shall be deemed to act for the Employer. The Project Manager shall have no authority to amend the Contract or, except as otherwise stated in the Contract, to relieve either Party of any duty, obligation or responsibility under or in connection with the Contract.
- 10.3. The Project Manager may exercise the authority attributable to the him as specified in or necessarily to be implied from the Contract. However, any acceptance, agreement, approval, check, certificate, comment, consent, disapproval, examination, inspection, instruction, notice, no-objection, record(s) of meeting, permission, proposal, record, reply, report, request, review, test, valuation, or similar act (including the absence of any such act) by the Project Manager, shall not relieve the Contractor from any duty, obligation or responsibility the Contractor has under or in connection with the Contract.
- 10.4. The Project Manager shall not assign duties and delegate authority to assistants except with specific approval of the Employer.
- 10.5. The Contractor's Representative is : < to be inserted on finalisation of award of Contract>

11. Work Program

- 11.1 The following provisions shall also be applicable in regard to program of performance by the Contractor:
- i. The Contractor shall retain the services of a planning engineer as construction/erection/installation scheduler with adequate experience of handling large construction projects for preparing and maintaining the program of performance by the Contractor (also referred to as Detailed Construction Schedule). The Contractor shall use "Primavera / MS Project / equivalent latest software tool" construction scheduling software of the latest version for preparation of the Detailed Construction Schedule. 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 the date of completion of the Works, with periodic progress updates.
 - ii. 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 carry out the Works and availability/ requirement and use of manpower, Plant and Materials and Construction Equipment. The Contractor shall utilize the Detailed Construction Schedule in planning, scheduling, monitoring, coordinating and performing the Works under Contract (including activities of Subcontractors, Plant vendors, Materials suppliers, etc.).

- iii. When the Program is updated, the Contractor shall provide the Employer/ Project Manager with an updated cash flow forecast.

12 Subcontracting

- a) The Contractor shall not subcontract (i) works with a total accumulated value greater than the specified percentage of the Contract Price, or (ii) any part of the Works for which subcontracting is not permitted, as specified below;
 - i. Maximum allowable accumulated value of work subcontracted (as a percentage of the Contract Price): Not Applicable
 - ii. Parts of the Works for which subcontracting is not permitted: Not Applicable
- b) Additional provisions, specified below shall also apply:

The Contractor shall get the manufacturers/ vendors/ suppliers/ subcontractors of all major construction material such as but not limited to, cement, reinforcing steel, structural steel, admixtures, rock bolts, rock anchors, pipes, special steel etc., as the case may be, approved by the Employer at least 30 (thirty) days prior to their procurement from the proposed manufacturers/ vendors/ suppliers/ subcontractors.
- c) The following additional provisions regarding subcontracting shall also apply:
 - i. The Project Manager / Employer shall satisfy themselves before approving the subcontractor proposed by the Contractors, whether:
 - the circumstances warrant such sub-contracting; and,
 - the sub-Contractor so proposed for the Work possesses the experience, qualifications and equipment necessary for the job proposed to be entrusted to him in proportion to the quantum of Works to be sub-contracted.

13 Plant and Materials

13.1. Plant and Materials

The following additional provisions shall also be applicable:

- i. Coarse Aggregate & Fine Aggregate
 - a) The Contractor shall be responsible for ensuring the quality and/or quantity of all aggregates during the execution of the Works. All such risks and responsibility regarding the quality and quantity of aggregates shall vest with the Contractor, and the Employer shall not be required to compensate the Contractor for any reasons, including any deficiencies in the quality and quantity of aggregates, and any such eventualities shall be deemed to be included in the unit rates/prices of the relevant item in the Price Schedule and the Bill of Quantities.
 - b) Suitable concrete mixes shall be designed using the available aggregates

approved by the Project Manager.

13.2. Employer – Supplied Plant and Materials

The Employer shall furnish the specific items mentioned in Appendix (Scope of Works and Supply by the Employer) to the Contract Agreement, to the Contractor.

13.3. The Employer shall, at its own risk and expense, arrange to transport each item of the Employer – Supplied Plant and Materials to the Site: Rassing Village, Near Laporiang Papumpare District, Arunachal Pradesh. However, the unloading, handling, storage, insurance, erection/ installation thereof shall be carried out by the Contractor at its cost.

14 Installation

14.1. Labor

14.1.1 Health and Safety

- a) The Contractor shall throughout the contract (including the Defect Liability Period):
 - i. be fully responsible for compliance with Security, Health & Safety and Environmental Management Requirements with respect to provision of the Works as per the Employer's Requirements. with respect to the Contractor's personnel, and sub-suppliers or subcontractors (In the event of any conflict between provisions mentioned in Employer's Requirements and the provisions in Conditions of Contract, the provisions mentioned in Employer's Requirements shall prevail.;
 - ii. be fully responsible for compliance with all relevant health and safety regulations and standards with respect to provision of the Works with respect to the Contractor's personnel, and sub-suppliers or subcontractors;
 - iii. ensure implementation of appropriate health and safety standards and practices and elimination of hazards to all personnel involved in provision of the Works;
 - iv. ensure that all its personnel and the personnel of its sub-contractors are provided with and are required to always use personal protective equipment (PPE) appropriate to the activities being undertaken;
 - v. ensure that the activities of its personnel and the personnel of its sub-suppliers and subcontractors are covered by appropriate insurance policies pursuant to the Contract;
 - vi. be responsible to report to the Employer, within 24 hours of occurrence, any incident or accident resulting in personal injury or damage to any operations, premises, materials, assets, machinery, equipment or property relating to provision of the Works pursuant to the Contract;
 - vii. ensure that the activities of its personnel and the personnel of its sub-suppliers and subcontractors are covered by appropriate insurance policies pursuant to the Contract;

- viii. be responsible to report to the Employer, within 24 hours of occurrence, any incident or accident resulting in personal injury or damage to any operations, premises, materials, assets, machinery, equipment or property relating to provision of the Works pursuant to the Contract;
- ix. comply with the health and safety related provisions as specified under of GCC Clause 22.9.4 through SCC;
- x. be responsible for establishment of preventive and emergency preparedness and response measures to avoid, and where avoidance is not possible, to minimize, adverse impacts and risks of the construction site work to the health and safety of local communities;
- xi. within 28 days of the Effective Date, shall submit a detailed site specific Health and Safety Management Plan(HSMP), based on the Environmental Health and Safety Management Plan submitted in the technical proposal, for the Project Manager's no objection showing how he/she intends to comply with the local Health and Safety laws and regulations and other specific requirements prescribed in the Contract, taking into account the Supplementary Information, if any, mentioned in Section - Employer's Requirements;
- xii. where unanticipated health and safety hazards or risks become apparent during the Contract, be required to update the site specific HSMP to outline the potential impacts to site works and associated mitigation measures for the Project Manager's no objection;
- xiii. comply with the approved site specific HSMP and any corrective or preventative actions set out in safeguards monitoring reports that the Employer will prepare from time to time
- xiv. in particular, be required to provide all personnel on site including Employer's Personnel and visitors with personal protective equipment, including protection for feet (safety boots), head, eyes, ears (safety helmets) and hands, etc., in accordance with the Contractor's site specific HSMP;
- xv. ensure that his Subcontractors comply with the site specific HSMP and provide all such necessary equipment to their personnel;
- xvi. bear the costs to ensure that such measures, requirements and actions are carried out;
- xvii. shall submit semi-annual reports on the compliance of such measures to the Employer;
- xviii. in the event of a significant injury involving medical treatment or hospitalization and fatal accident, shall notify the Project Manager immediately by verbal communication and submit a formal report as soon as practicable after its occurrence, and for all accidents, whether fatal or not, shall also notify the appropriate local authorities in accordance with the Laws of the Country; and
- xix. be responsible for providing, erecting, and maintaining all safety signs,

necessary for the safety of those working in or passing the Project Site, at his own cost and in accordance with the governing laws as per GCC sub clause 5.1; the following signs shall be installed:

- (a) Standard Road Signs
- (b) Danger Signs
- (c) Control Signs
- (d) Safety Signs
- (e) Location indication Signs and the size, colour, lettering and location of all signs shall be subject to the acceptance by the Project Manager.

14.2. The Contractor

- i. shall submit to the Project Manager, as and when required by him, the Employees' Provident Fund code number from the concerned authorities and will not engage any Subcontractor who does not possess Employees' Provident Fund code number;
- ii. shall employ labor in sufficient numbers to maintain the envisaged rate of progress and quality to ensure workmanship of the degree specified in the Contract and to the satisfaction of the Employer;
- iii. in respect of labor employed by him, shall strictly comply with the laws as may be applicable in the State of Arunachal Pradesh;
- iv. must deploy certified workers to the extent of 25% (twenty five percent) of total worker's strength. Valid certificates issued by a recognized universities, technical Board, or Ministry of Government of India would only be taken cognizance of; and
- v. will take necessary measures in regard to labour deployment and other aspects, taking into consideration soil / hard rock strata encountered while tunneling.

14.3. Environment and Social

- a) The Contractor shall be fully responsible for compliance with Security, Health & Safety and Environmental Management Requirements with respect to provision of the Works as per the Employer's Requirements. With respect to the Contractor's personnel, and sub-suppliers or subcontractors. In the event of any conflict between provisions mentioned in Employer's Requirements and the provisions in Conditions of Contract, the provisions mentioned in Employer's Requirements shall prevail.;
- b) The Contract shall comply with the PIDG HSES Policy¹ and in connection with the provision of the Works under this Contract shall at a minimum be compliant with and undertaken in accordance with the following:
 - i. the International Finance Corporation (IFC) Performance Standards on Environmental and Social Sustainability 2012 (including the related IFC Environmental, Health and Safety (EHS) General Guidelines and any other

- relevant IFC sector- specific guidelines) and any such updates to the same by IFC (together known as the “IFC Performance Standards”);
- ii. all applicable laws; and
 - iii. the Contract Terms and Conditions.
- c) The Contractor shall be fully responsible for compliance with all relevant environmental protection and social safeguards regulations and standards with respect to provision of the Works and with respect to the Contractor’s personnel, subcontractors and sub-suppliers pursuant to the Contract.
- d) The Contractor shall
- i. ensure implementation of appropriate social safeguards standards and practices for all personnel involved in provision of the Works;
 - ii. comply with all applicable national, provincial, and local environmental laws and regulations and all reasonable requests of the national and local authorities responsible for enforcing environmental controls;
 - iii. within 28 days of the Effective Date, shall submit a detailed site specific Environmental Management Plan, based on the Environmental Health and Safety Management Plan submitted in the technical proposal, for the Project Manager’s no objection showing how the Contractor intends to comply with environmental laws and regulations and other specific requirements prescribed in the Contract, addressing all the monitoring and mitigation measures including those, if any, mentioned in Section 6- Employer’s Requirements;
 - iv. (a) establish an operational system for managing environmental impacts, (b) comply with the approved site specific Environmental Management Plan (EMP) and any corrective or preventative actions set out in safeguards monitoring reports that the Employer will prepare from time to time to monitor the implementation of the EMP, (c) allocate the budget required to ensure that such measures, requirements and actions are carried out, (d) submit semi-annual reports on the compliance of such measures to the Employer; and
 - v. where unanticipated environmental risks or impacts become apparent during the Contract, be required to update the site specific EMP to outline the potential impacts to site works and associated mitigation measures for the Project Manager’s approval.
- e) Respectful Work Environment
- The Contractor shall ensure that its employees and Subcontractors observe the highest ethical standards and refrain from any form of bullying, discrimination, misconduct, and harassment, including sexual harassment and shall, at all times,

behave in a manner that creates an environment free of unethical behavior, bullying, misconduct, and harassment, including sexual harassment. The Contractor shall take appropriate action against any employees or Subcontractors, including suspension or termination of employment or subcontract, if any form of unethical or inappropriate behavior is identified.

The Contractor shall conduct training programs for its employees and Subcontractors to raise awareness on and prevent any form of bullying, discrimination, misconduct, and harassment including sexual harassment, and to promote a respectful work environment. The Contractor shall keep an up to date record of its employees and subcontractors who have attended and completed such training programs and provide such records to the Employer or the Engineer at their first written request.

f) 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 and any liability or damages to the environment will be promptly rectified by the Contractor. Any penalties arising in accordance with the governing laws as per GCC sub clause 5 will be solely paid by the Contractor.

The Contractor shall try to maintain ecological balance by preventing deforestation, water pollution and defacing of natural landscape in the vicinity of Site. The Contractor shall so conduct his construction operations as to prevent any unnecessary destruction of, scarring or defacing the natural surroundings in the vicinity of the Site. In order to maintain the ecological balance, the Contractor shall specifically observe the following instructions:

- i. 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 Site areas. All Site areas shall be smoothed and graded in a manner to conform to the natural appearance of the landscape as directed by the Employer.
- ii. 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.
- iii. The removal of trees or shrubs will be permitted only after prior approval by the Employer. 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.
- iv. 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 all environmental laws including but not limited to Water (Prevention and Control of Pollution) Act, 1974.
 - v. 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.
 - vi. In the conduct of construction activities and operation of Construction Equipment, the Contractor shall utilize 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.
- g) The Contractor shall build storages for storing his Plant, Materials including Contractor's Equipment etc. and also build site offices, labour sheds, staff accommodation etc. for self. The Contract Price is deemed to include for providing these and other required facilities as per the instructions of the Project Manager.
- h) During the course of execution of the Works, the Contractor shall submit, 6 (six) weeks in advance of the start of activity, to the Project Manager, in duplicate, for his information the updated method statements for execution of all-important items of work, during excavation phase, concreting phase as well as grouting phase. These method statements shall on one hand be consistent with the construction drawings and Technical Specifications and on the other hand take into account all the applicable Site conditions. These method statements shall include the need of specialized inputs required for successful execution of the particular structure.

15 Test and Inspection

The Contractor shall give at least 28 days advance notice to the Project Manager regarding his readiness and intention to carry out the tests and/ or inspection. The Project Manager shall give the Contractor at least 24 hours advance notice of his intention to attend the tests and/ or inspection.

16 Contractor's Operations and Related Provisions

16.1 Following additional provisions shall also be applicable:

16.1.1 Diversion of Streams / Nallah / Drains

- i. The Contractor shall at all times carry out construction of cross drainage works in a manner creating least interference to the natural flow of water while consistent with the satisfactory execution of Works. A temporary diversion and drainage shall be formed by the Contractor at his cost where necessary. No extra payment shall be made for this work. No separate payment for bailing out sub-soils, water drainage or locked up rainwater for diversion, shoring, foundations, bailing of pumping water either from excavation of soils from foundations or such other incidental charges will be paid. The unit rates/prices in the Contract shall be deemed to be for the finished item of work in situ and including all the incidental charges. The borrow pits are also to be de-watered by the Contractor himself at his expense.
- ii. The work of coffer dams of diversion arrangements should be carefully planned and the plan should be prepared by the Contractor and submitted to the Project Manager/Employer in conjunction with the tender drawings. The Contractor's proposal should be technically viable and approval shall be obtained before execution.
- iii. The Contractor shall arrange for bailing out water, protection to the work in progress and the portion of work already completed and safety measures for labour and Materials and all necessary arrangements to complete the work.
- iv. All the arrangements so required should be carried out and maintained at the cost of the Contractor and no separate or any additional payment shall be admissible.

16.1.2 Cofferdams

Necessary coffer dams and ring bunds as constructed by the Contractor shall be removed after the completion of the related Permanent Works.

16.1.3 Electricity, Power and Water

The Contractor shall be fully responsible, at his own cost, for arranging and making arrangement for utilisation of, required electricity, power, water, and fuel as may be necessary for execution and Completion the Works and fulfilment of his obligation under the Contract. The rates/prices as per the Contract shall be deemed to include the cost of all electricity, power, water, and fuel as may be required.

16.1.4 Use of Wood as Fuel

The Contractor shall not use wood as a fuel for the execution of any part of the Works, including but not limited to the heating of bitumen and bitumen mixtures and the manufacture of bricks for use in the Works, and to the extent practicable shall ensure that fuels other than wood are used for cooking, and water heating in all his camps and living accommodations. In case of fuel wood is required for cooking, water heating or any other purpose, Contractor shall have a fuel wood depot with permission and as per

rules and regulation of forest department at the Site and maintain records as directed by officials of forest department and in accordance with governing laws as per GCC clause 5.1.

16.1.5 Hot Mix Plant/Ready Mix Concrete Plant (RMC)

The Contractor shall not locate any hot-mix/RMC or similar potentially polluting plant closer than 500 m (five hundred meters) to any settlement. Any such plant shall be fitted with dust suppression equipment and shall be operated and maintained at all times in conformity with the manufacturer's specifications, instructions and manuals.

16.1.6 Display Panels in the Site Office

The Contractor shall provide such charts and drawings as deemed appropriate to Contract and index map, vicinity map, L-sections for all channels, drawings for the structures, important levels and BMs and facilities provided under the Contract. Such charts and drawings shall be mounted on a panel, protected with a glass cover, and affixed on to the wall(s) of the Site office.

16.1.7 Supply of Coloured Record Photographs

The Contractor shall, at his own cost, arrange to take digital colour photographs of size 4" x 6" at various stages / facets of the Works, including interesting and novel features of the Works as directed by the Project Manager and supply two copies of colour record photographs mounted in the albums including 2 (Two) sets of CDs with specification and these shall be kept preserved by the Project Manager on behalf of the Employer.

16.1.8 Supply of Video Recordings

The Contractor shall, at his own cost, arrange for video recording of the Site before commencement of the Works and taking/storing digital video recording of important activities of the Works as directed by the Project Manager during the execution of the Works and editing them to a video film of playing time not less than 5 (five) minutes and up to 10 (ten) minutes as directed by the Project Manager and these shall be kept by the Project Manager on behalf of the Employer.

16.1.9 Public Awareness / Information Display

The Contractor shall, at his own cost, arrange and provide, erect and maintain necessary display boards / banners etc. at selected points of the Site, giving such information as considered necessary for public awareness / information / safety as directed by the Project Manager.

16.1.10 Steel Forms

Steel forms should be used for all items involving use of centering and shuttering. They shall be such that the concrete surface obtained after removal of centering and shuttering shall be single plane without any dents and undulations and honeycombing.

16.1.11 Inconvenience to Public

The Contractor shall not deposit materials at any site, which will cause inconvenience to public. The Project Manager may direct the Contractor to remove such materials or may undertake the job at the cost of the Contractor.

16.1.12 BIS (ISI) Codes/Books and QA/QC Manuals to be kept at the Site

A complete set of Indian Standard Codes and IRC codes referred to in “Technical Specifications” and QA/QC manual shall be kept at Site for reference. In addition to the foregoing any other IS Codes, IRC codes, Technical Books, Technical Manuals, Technical Literatures, and Codes of foreign countries requested by the Project Manager shall be procured by the Contractor and kept at the Site office for reference. All the foregoing shall also be supplied in 3 (three) sets to the Employer/ Project Manager.

16.1.13 Care and Diversion of River/Stream

The Contractor shall submit details regarding the diversion and care of river or stream during construction of the Works along with a separate print-out of the timetable showing earliest and latest start and finish dates of various activities. The Contractor shall submit a detailed layout plan with drawings for the diversion and care of river during construction of the Works. The above arrangements shall be at the Contractor’s cost.

17 Completion Time Guarantee

For early Completion of the Works before the stipulated Time for Completion specified in clause GCC 8.3, an incentive amount at the rate of 0.025% (zero point zero two five percent) of the Contract Price per week of early Completion, subject to a maximum of 5% (five percent) of the Contract Price shall be paid by the Employer to the Contractor. For the purpose of this clause, the stipulated Time for Completion shall correspond to the originally specified Time for Completion without admissible extension of the Time for Completion.

18 Defect Liability

Upon correction of the defects in the Plant, Materials or Works or any part thereof by repair/replacement, such repair/replacement shall have the Defect Liability Period extended by a period mentioned in GCC Sub-Clause 27.2 from the time such replacement/repair of the Works or any part thereof, but subject to cumulative Defect Liability Period including extended period not exceeding 3 (three) Years.

19 Limitation of Liability

The multiplier of the Contract Price is: 100% of the Contract Price

20 Care of Works

The Contractor and Project Manager shall maintain a registered (to be called Risk Register) at Site and shall be responsible for the identification of risk/(s) and bring it to the notice of Project Manager 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 Project Manager. The Employer/ Project Manager and the Contractor shall respond to every risk event brought to their notice by other the 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 Project Manager or Contractor, as the case may be. For the risks exclusively allocated to the Employer, the Risk Register shall be maintained by the Project Manager whereas for all other risks, the Risk Register shall be maintained by the Contractor.

21 Insurance

Insurance for the Project will be done by the employer. Thus, the contractor must not include such charges in its rates. Further, it does not free the contractor from its obligation as detailed in the contract.

22 Change in the Works

- a) For arriving at the specific rates for the valuation of Change, wherever applicable, the following shall apply:
 - i. In case of substituted items of Works, which is the item of Works in place of or substituting a particular item of Works originally included in the Bill of Quantities (BOQ) for which unit rates/prices are originally provided in the Contract, the specific rates/ prices, as far as practicable, shall be derived from the unit rates/ prices of the particular item of Works originally included in BOQ. Further, such substituted items of Works shall be subject to the provisions of GCC sub clause 39.2.4 (a).
 - ii. In case of items of Works for which unit rates/prices are not originally provided in the Contract, the specific rates/ prices, as far as practicable, shall be derived from the unit rates/ prices of analogous/ similar item(s) of Works provided in the Contract, provided further that the unit rates/ prices of analogous item(s) of Works are equitable in the opinion of the Employer. The decision to select analogous item(s) taken by the Employer shall be conclusive and binding on the Contractor.
 - iii. The items of Works not cover in (i) and/or (ii) above shall be termed as extra items. For the extra items as well as items covered under GCC sub clause 39.2.4 (a), the Contractor, shall submit analysis of the specific unit rates/ prices to the

Project Manager supported by documentary evidence of basic rates adopted therein, notwithstanding the fact that the unit rates/ prices for such items of Works might be originally provided in the Contract, having regard to the cost of Materials, actual wages of labour and ownership and operational cost of the Construction Equipment required as per standard norms or, if standard norms are not specified/available, then on the basis of labour, Plant, Materials and Construction Equipment actually engaged for the particular work. The standard norms for including indirect charges for labour and Materials 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 and Plant and Materials arranged by the Contractor and ownership and operational cost of Construction Equipment, an element of 15% (fifteen percent) shall be allowed to cover the Contractor's overheads, profits, and supervision charges. However, for Plant and Materials issued by the Employer to the Contractor and/or Construction Equipment supplied on rental charge(s) by Employer, the Contractor shall be entitled to only 10% (ten percent) of such costs to cover, overheads, supervision, profits etc.

- iv. The Project manager shall examine the rate analysis submitted by the Contractor and fix the unit rates/ prices accordingly, after approval of the Employer.
- v. The Contractor shall provide the Project Manager with a quotation (with breakdown of unit rates) for the specific rates when requested to do so by the Project Manager. The Project Manager shall assess the quotation, which shall be given within seven (7) days of the request or within any longer period stated by the Project Manager. If the Contractor's quotation is unreasonable, or if contractor fails to provide the Project Manager with a quotation within a reasonable time specified by Project Manager, the Project Manager may order the Change/ Variation and make a change to the Contract Price, which shall be based on the Project Manager's own forecast of the effects of the Change/ Variation on the Contractor's costs.
- vi. The Contractor shall not be entitled to additional payment for costs that could have been avoided by giving early warning.

If requested by the Project Manager, the Contractor shall provide the Project Manager with a detailed cost breakdown of any rate in the Bill of Quantities

b) Day Work

If the Change in Works is of a minor or incidental nature not originally covered in the Contract, the Project Manager may instruct the Contractor to promptly execute such Change 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:

- i. The names, occupations and time spent by Contractor's personnel,
- ii. The identification, type and time of use of Construction Equipment, and
- iii. The quantities and types of Plant and Materials.

One copy of each statement shall, if correct and satisfactory, or when agreed, be signed by the Project Manager and returned to the Contractor. The Contractor shall then submit priced statement of the used resources to the Project Manager for their inclusion in the next Progress 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 35.2.5 (a) above.

GEKAM POWER PRIVATE LIMITED



INVITATION FOR BIDS (IFB)

FOR

All Civil Works Comprising of River Diversion Works, Trench Weir, Intake, Feeder Channel, Desilting Tank, Head Race Tunnel, Surge Shaft, Penstock Civil Works, Power House Building, Tail Race Channel and Switchyard Civil Works, etc. for Rensing Hydropower Project (12 MW) in Laporiang Circle, Papumpare District, Arunachal Pradesh

(CIVIL PACKAGE)

Single-Stage: Two-Envelope Bidding Procedure

Gekam Power Private Limited

Registered Office: B Sector, Naharlagun, Arunachal Pradesh, India.

Email: gekampowerprivatelimited@gmail.com

(Open Competitive Bidding)

Contract title: All Civil Works Comprising of River Diversion Works, Trench Weir, Intake, Feeder Channel, Desilting Tank, Head Race Tunnel, Surge Shaft, Penstock Civil Works, Power House Building, Tail Race Channel and Switchyard Civil Works, etc. for Rassing Hydropower Project (12 MW) in Laporiang Circle, Papumpare District, Arunachal Pradesh.

IFB No: Rassing – CIVIL (Works) – 002

IFB issued on: 28th June 2024

Section 9: Contract Forms

Volume numbe	Contents	Section No./ Name
Volume-1	Invitation for Bids	Section 0: Invitation for Bids
	Bidding Procedures and Bidding Forms	Section 1: Instructions to Bidders
		Section 2: Bid Data Sheet
		Section 3: Evaluation, Eligibility and Qualification Criteria
		Section 4: Bidding Forms for Technical Bid
		Section 5: Bidding Forms for Price Bid
	Employer's Requirements	Section 6: Employer's Requirements (the contents of this Section include by reference the contents of Volume-2 and Volume -3)
	Conditions of Contract and Contract Form	Section 7: General Conditions of Contract
		Section 8: Special Conditions of Contract
		Section 9: Contract Forms
Volume-2	Technical Specifications	Technical Specification for Civil Works
Volume-3	Drawings	Drawings – Civil Works

Letter of Acceptance (LOA)

Ref. No. : [] [date]

To:

.....[insert Contractor's Name & Address]].....

.....

.....

.....

[in case of Joint Venture, the aforesaid details shall be of the Lead Partner and the following shall also be included:

(Lead Partner of the Joint Venture of M/s. and M/s.....)]

Attn : Mr.....

Sub: Letter of Acceptance (Notification of Award) for the Contract for [insert name of the Package/Contract Title] . IFB No..... [insert IFB No.].....

1. We, **Gekam Power Private Limited** (the Employer), are pleased to notify you, _____ (the Contractor) that your Bid dated [date] for execution of the [name of the contract and identification number, as given in the Bid Data Sheet] for the Contract Price in the aggregate of Rupees [amounts in words and figures] as corrected, modified and negotiated during the meetings and/or through correspondences exchanged till date, is hereby accepted by us. The Contract Price is inclusive of all taxes, duties and levies, including customs duty as may be applicable on the imported plant and materials, but excludes GST on the transactions between the Employer and the Contractor, in line with the provisions of the bidding documents.
2. You are required to furnish the Performance Security within 28 days from the Effective Date, in accordance with the Conditions of Contract and any additional security required as a result of the evaluation of your bid, using for that purpose the Performance Security Forms included in Section 9 (Contract Forms) of the Bidding Document, as per the details below:

Performance Security: As per General Conditions of Contract (GCC) Clause 13.3
Additional Security : _____
3. Subsequent to this LOA, in due course, the Employer shall separately notify the Contractor through a "Notice to Proceed", to proceed with execution of the Works/ work on the Facilities stipulating therein the Commencement Date which shall not be later than 15 days after the date of the Notice to Proceed.

4. This Notification of Award constitutes formation of the Contract and comes into force with effect from the date of issuance of this Notification of Award till signing of the Contract Agreement. You shall enter into a Contract Agreement with us as per Clause 45, Section – Instructions to Bidders, of the bidding documents.
5. This Letter of Acceptance is being issued to you in duplicate. You are requested to return the copy marked 'Duplicate' duly signed and stamped on each page, by your authorized signatory as a token of your acknowledgment and confirmation.

For and on behalf of

Gekam Power Private Limited

.....*[signature]*.....
[Authorised Signatory]

Contract Agreement

THIS AGREEMENT (“**Contract Agreement**”) reference no. [*insert reference number*] made on the [*insert number*] day of [*insert month*], [*insert year*],

BETWEEN

[*name of the employer*], a company incorporated under the laws of India under the Companies Act 1956 as amended from time to time and having its principal place of business and Registered Office at [*address of the Employer*] (hereinafter called “**the Employer**” and also referred to as “ [*insert abbreviated name of the Employer*] ” which expression shall unless repugnant to the context or meaning thereof include its successors and assigns) of the one part;

AND

(Applicable only in case of sole bidder)

[*name of the contractor*], a corporation incorporated under the laws of [*country of the contractor*] under [*insert the relevant Act/ Statute*] and having its principal place of business at [*address of the contractor*] and Registered Office at [*address of the registered office of the contractor*] (hereinafter called “**the Contractor**” and also referred to as “ [*insert abbreviated name of the Contractor*] ” which expression shall unless repugnant to the context or meaning thereof include its successors and assigns) of the other part.

Or

(Applicable only in case of Joint Venture)

Joint Venture (JV) of [*Name of Lead Partner*] (the Lead Partner of JV), a company incorporated under the laws of [*country of the Lead Partner*] under [*insert the relevant Act/ Statute*] and having its principal place of business at [*address of the Lead Partner*] and Registered Office at [*address of the registered office of the Lead Partner*] and other partner(s):

- i. [*Name of the Partner*], a company incorporated under the laws of [*country of the Partner*] under [*insert the relevant Act/ Statute*] and having its principal place of business at [*address of the Partner*] and Registered Office at [*address of the registered office of the Partner*]; and
- ii. [*Name of the Partner*], a company incorporated under the laws of [*country of the Partner*] under [*insert the relevant Act/ Statute*] and having its principal place of business at [*address of the Partner*] and Registered Office at [*address of the registered office of the Partner*],

(hereinafter called “**the Contractor**” and also referred to as “**Joint Venture**”/the “**JV**” which expression shall unless repugnant to the context or meaning thereof include the successors and assigns of the respective partners of the Joint Venture) of the other part.

(For the sake of convenience, hereinafter individually referred to as “**the Party**” and collectively as “**the Parties**”.)

WHEREAS the Employer desires to engage the Contractor for provision of all plant, materials and the performance of all required services, including design (to the extent applicable), procurement, quality assurance, construction, installation, erection, Tests on Completion, delivery, Tests after Completion, as applicable, and Completion of the Works and rectification of defects, in accordance with the plans, procedures, specifications, drawings, codes, and any other documents and provisions as specified, for All Civil Works Comprising of River Diversion Works, Trench Weir, Intake, Feeder Channel, Desilting Tank, Intake Well, Head Race Tunnel, Surge Shaft, Penstock Civil Structural Works, Power House Building, Tail Race Channel, Switchyard Civil Works etc., under the Civil Works Package for Rassing Hydropower Project (12 MW) in Arunachal Pradesh IFB No: **Rassing – CIVIL (Works) – 002** (“the Works”) and the Taking Over of the Works by the Employer subsequent to its Completion by the Contractor, and the Contractor agreed to such engagement upon and subject to the terms and conditions hereinafter appearing.

NOW IT IS HEREBY AGREED as follows:

Article 1 Contract Documents

Contract Documents (Reference GCC Clause 2)

The following documents along with all appendices, annexures, attachments and enclosures thereto ("Contract"), shall constitute the Contract between the Employer and the Contractor, and each shall be read and construed as an integral part of this Contract Agreement (cumulatively referred to as the Contract Documents):

VOLUME I

Section 1: This Contract Agreement and the Appendices hereto

Section 2: Letter of Acceptance (Notification of Award) reference no [insert reference no.] dated [insert date]

VOLUME II

Section 3: Conditions of Contract:

Part SCC: Special Conditions of Contract

Part GCC: General Conditions of Contract

Section 4: Contract Forms

VOLUME III (1)

Section 5: Employer's Requirement {the contents of Employer's Requirements include by reference the contents of Volume-III (2) and Volume –II(3)}

VOLUME III (2)

Technical Specifications for Civil Works

VOLUME III (3)

Drawings - Civil Works

VOLUME IV

Contractor's Bid, excluding Priced Schedules but including the completed Bidding Forms submitted with the Letter of Bid

Order of Precedence

The Contract shall be read as a whole giving effect to each provision. In the event of any ambiguity or conflict between the Contract Documents listed above, the order of precedence shall be the order in which the Contract Documents are listed in Article 1.1 (Contract Documents) above. However, Price Schedules appended to the Contract Agreement (Volume-I) shall be referred and shall have precedence on price matters only. For all technical matters, scope etc., Technical Specifications & Tender Drawings (Volume-III 1/2/3) shall have precedence over Price Schedules

Definitions

Capitalized words and phrases used herein shall have the same meanings as are ascribed to them in the Conditions of Contract and other documents forming part of the Contract Documents.

Article 2 Contract Price and Terms of Payment

2.1 Contract Price (Reference GCC Clause 11)

The Employer hereby agrees to pay to the Contractor the Contract Price in consideration of the performance by the Contractor of its obligations hereunder. The Contract Price shall be the aggregate of [*amounts in words*], [*amounts in figures*] as specified in the Letter of Acceptance, or such other sums as may be determined in accordance with the terms and conditions of the Contract.

2.2 Terms of Payment (Reference GCC Clause 12)

The terms and procedures of payment according to which the Employer will reimburse the Contractor are given in the Appendix (Terms and Procedures of Payment) hereto.

Article 3 Obligations and Considerations

3.1 In consideration of the payments to be made by the Employer to the Contractor, the Contractor hereby covenants with the Employer to:

- 3.1.1 Execute and complete the Works to the satisfaction of the Employer in accordance with the Contract; and
- 3.1.2 Remedy the Defects therein in conformity with and in all respects as per the provisions of the Contract.

Article 4 Effective Date and Time for Completion

4.1 Effective Date (Reference GCC Clause 1)

The Effective Date upon which the period until the Time for Completion of the Works shall be counted from is the date when all of the following conditions have been fulfilled:

- (a) This Contract Agreement has been duly executed for and on behalf of the Employer and the Contractor.
- (b) As per GCC Clause 10.2, the Employer has discharged its responsibility for acquiring and providing legal and physical possession of the Site and reasonable access thereto, and for providing possession of and access to all other areas reasonably required for the proper execution of the Contract, including all requisite rights of way; and has accorded all rights of access thereto to the Contractor.

- (c) The Employer has issued the Notice to Proceed stipulating the Commencement Date which shall not be later than 7 days after the date of the Notice to Proceed.

Each party shall use its best efforts to fulfill the above conditions for which it is responsible as soon as practicable.

- 4.2 If the Commencement Date as per the Notice to Proceed listed under 4.1 (c) is later than 7 days after the date of Notice to Proceed, the Commencement Date shall be the Effective Date.
- 4.3 Once the Effective Date is determined as per the aforesaid provisions, the Employer shall notify the Effective Date to the Contractor in writing, and the Time for Completion of the Works shall be reckoned from the Effective Date so notified.
- 4.4 The Time for Completion of the Works as a whole shall be *[insert Time for Completion]* from the Effective Date as per the Time Schedule specified in Appendix 4 hereto.

Article 5. Appendixes

- 5.1 The Appendixes listed in the attached List of Appendixes shall be deemed to form an integral part of this Contract Agreement.
- 5.2 Reference in the Contract to any Appendix shall mean the Appendices attached hereto, and the Contract shall be read and construed accordingly.

Article 6. Whole Agreement

- 6.1 This Contract contains the whole agreement between the Parties and supersedes all prior agreements, understandings, representations, advice, discussion and communication, whether oral or written, except those which are expressly referred to elsewhere in this Contract.
- 6.2 This Contract may be supplemented or amended only by a written instrument or an amendment agreement in writing duly signed by both the Parties.
- 6.3 This Contract Agreement has been executed in two originals, one original shall remain with the Employer, and the second original shall remain with the Contractor

IN WITNESS WHEREOF the Employer and the Contractor have caused this Agreement to be duly executed by their duly authorized representatives the day and year first above written.

Signed by, for and on behalf of the Employer

[Signature]

[Title]

in the presence of[*Signature*]
[*Title*]

Signed by, for and on behalf of the Contractor[*Signature*]

[*Title*]

in the presence of[*Signature*]
[*Title*]

LIST OF APPENDIXES

- Appendix 1: Terms and Procedures of Payment
- Appendix 2: Price Adjustment
- Appendix 3: Insurance Requirements
- Appendix 4: Time Schedule
- Appendix 5: List of Major Items of Plant, Materials and Services and List of Approved Subcontractors
- Appendix 6: Scope of Works and Supply by the Employer
- Appendix 7: List of minimum Key Drawings/ Documents for Approval or Review
- Appendix 8: Key Contractor's Personnel
- Appendix 9: Priced Schedule of Items and Bill of Quantities
- Appendix 10: Standards of Conduct, Anti-Bribery and Fraud

Appendix 1: Terms and Procedures of Payment

(A) Payment Procedure

1. In accordance with the provisions of GCC Clause 12 (Terms of Payment), the Employer shall pay the Contractor in the following manner and at the following times, based on the Priced Bill of Quantities and Schedule of Items in Appendix 10. Payments will be made in Indian Rupee (INR/ Rs.) as quoted by the Contractor in its Bid and incorporated in the Contract.
 - 1.1. All payments shall be made to the Contractor through Bank Transfer/ Cheque/ RTGS, in the Contractor's account in India within 30 days, unless otherwise specified, after submission of the requisite documents as specified, subject to acceptance thereof by the Employer. Date of transfer of funds in Contractor's account shall be considered date of release of payment to the Contractor
 - 1.2. "Billable Items" are listed in Appendix 10 to the Contract Agreement. Further billing breakup, if any, issued by the Employer during the currency of the Contract, shall also be used for the purpose of billing. Items not listed in the Price Schedule but otherwise required for Completion of the Works in all respect shall also be in the scope of the Contractor. The costs of such "Non- billable Items" are deemed to be included in the contract price of "Billable Items" indicated in the Price Schedule. The payment shall be made on billable item wise basis only as indicated in Price Schedule and further billing breakup if any issued by the Employer.
 - 1.3. Valid Contract Performance Security (as specified in GCC/ SCC Clause 13.3) to be furnished by the Contractor as per the Contract and accepted by the Employer, shall be a condition precedent for release of the advance and progressive payment. Further, for release of any advance payment, requisite securities (as specified in GCC/ SCC Clause 13.2) to be furnished by the Contractor and accepted by the Employer, shall also be a condition precedent. In case, the Time for Completion gets extended then the Contractor shall extend the validity of the Contract Performance Security till 90 days beyond the Time of Completion as may be extended from time to time.
2. All Advance payments to the Contractor shall be interest bearing. Simple interest @ 12% per annum shall be charged on the Advance payment. The interest-bearing advance payment shall be recovered from the running bills/ invoices submitted by the contractor. Recovery of Mobilization advance shall start when Works equivalent to 10% of the Contract Price are executed and billed and recovery of total Advance paid shall be done on pro-rata basis and shall be completed by the time Works equivalent to 80% of the Contract Price are executed and billed.

- 2.1. The interest on Advance payment made to the Contractor 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 cumulative gross payment to the Contractor, as per Payment Certificate, has reached 10% of the Contract Price. Interest as accrued till the time the cumulative gross payment, as per Payment Certificate, has reached 10% of the Contract Price shall be recovered in suitable installments in such a manner that the said interest is fully recovered by the time the cumulative gross payment to the Contractor, as per Payment Certificate, 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/ running account payment to be made to the Contractor 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. The Contractor shall 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 directly to the Employer instead of recovery through interim/ running bills.
3. Measurements: The Progress Bill shall be prepared and submitted by the Contractor based on joint measurements which shall be done continuously in keeping with the pace of work and need not be linked with billing stage. Measurement of work done under the Contract shall be done in accordance with the procedure laid down hereunder:
- 3.1. All items in the Bill of Quantities or other extra items / items with specific rates as applicable, having a financial value shall be measured for the purpose of payment and to maintain a complete record of all work performed under the Contract,
- 3.2. All measurement shall be taken and quantities calculated in accordance with the Technical Specifications and IS 9401 Part 1 to Part 16 as applicable,
- 3.3. Measurement shall be taken by the Project Manager or his authorised representative jointly with Contractor's Representative. The Contractor shall provide the necessary facilities, and all supports to the Project Manager or his authorised representative for taking such measurements,
- 3.4. Such measurements and quantification of items of Works shall be only used for the purpose of basic assessment of quantum of executed items progress and shall no way affect the Contract Price and the provisions of progress payment which shall be strictly in accordance with the payment terms of the Contract in all respects.
- 3.5. System of 2 (two) copies of measurements one each for Contractor and Employer and

signed by the Contractor and the Employer shall be followed.

4. Payment Certificates

- 4.1. The Contractor shall submit his Progress Bill for payment once in a month in 4 (four) copies to the Employer at the end of each month, for the quantities executed and measured during the period, showing the quantities and amounts at the unit prices/ rates of items with current and up to date values. The Contractor's Progress Bill shall include the following items, as applicable, which shall be taken into account in the sequence listed:
- a) the estimated value of the Works executed up to the end of the period of Payment Certificate;
 - b) the actual value certified for payment for the Works executed up to the end of the previous period of Payment Certificate;
 - c) the estimated value of the Works for the period of Payment Certificate;
 - d) amounts reflecting Price Adjustments, pursuant to the provisions as per Appendix (Price Adjustment) to the Contract Agreement;
 - e) amounts reflecting changes in Tax, pursuant to Clause 14 (Taxes and Duties) of the General Conditions of Contract;
 - f) any amount to be withheld under the Performance Security provisions;
 - g) any amounts to be deducted as repayment of the Advance payment / advances, if any;
 - h) any amount recoverable towards the cost of Materials, Equipment and other inputs provided by the Employer to the Contractor; and
 - i) any other sum, to which the Contractor may be entitled under the Contract or otherwise or deductible from the Contractor on any other account by the Employer.
- 4.2. The Progress Bill submitted by the Contractor shall be scrutinized for the measurements of work done, amounts and other calculations in accordance with the provision of the Contract and amended if required, and approved by the Project Manager in such a way that, in his opinion, it reflects the amounts due to the Contractor in accordance with the Contract. After due scrutiny and approval of Progress Bill and deduction of any sums due under the Contract, which may have become due and payable by the Contractor to the Employer, the Project Manager shall issue the Payment Certificate to the Employer for payment to the Contractor.
- 4.3. In cases where there is a difference of opinion as to the value of any item, the Employer's view shall prevail.
- 4.4. The Project Manager/ Employer may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any Payment Certificate in

the light of later information.

- 4.5. The Project Manager/ Employer may make any correction or modification in any previous Payment Certificate 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 Works in any Payment Certificate.

(B) Terms of Payment

Schedule No. 1: Rates and prices for the Civil Works to be executed and performed at Site for Ressing Hydropower Project (12 MW) in Arunachal Pradesh under Civil Works Package

(The prices indicated in this are including prices for all labor, contractor's equipment, temporary works, materials, consumables, and all matters and things of whatsoever nature, unloading and storage at site, installation, erection and civil works, insurance as specified, including Tests on Completion and Tests after Completion, as applicable, in respect of the Works the provision of operations and maintenance manuals, training, etc., where identified in the Contract, as necessary for the proper execution of Works, including all taxes, duties, levies, and charges payable in India or abroad but, considering all input credits wherever applicable. The prices are excluding the Goods and Service Tax (GST) payable in India on direct transactions between Employer and the Contractor, which has been indicated separately in the Schedule)

The payments shall be made as under and subject to the specified terms and condition:

1. Advance Payment

1.1. Mobilization Advance

- 1.1.1. A lump sum mobilization advance not exceeding 2.5% (two-point five percent) of the Contract Price shall be paid to the Contractor at a simple interest rate of 12% (twelve percent) per annum, subject to fulfilment of the following conditions: -

- a) On unconditional confirmation of Letter of Acceptance by the Contractor.
- b) Acceptance and finalization of the Contractor's Detailed Construction Schedule for the Works and finalization of the Contractor's Equipment mobilization schedule.
- c) Signing of the Contract.

- 1.1.2. A further lump sum mobilization advance not exceeding 2.5% (two-point five percent) of the Contract Price shall be paid to the Contractor at a simple interest rate of 12%

(twelve percent) per annum on certification by the Employer that the Contractor has opened his office at Site and mobilized the Contractor's Equipment specifically agreed with the Employer for releasing this advance payment.

1.2. Equipment Advance

Construction Equipment advances not exceeding 5% (five percent) of the Contract Price shall be paid after the Construction Equipment has arrived at the Site and hypothecated to the Employer. Construction Equipment Advance shall be paid only up to 75% (seventy five percent) of the value of new equipment brought to the Site or 50% (fifty percent) of the value of used equipment not older than 3 (three) years on production of proof of purchase and insurance.

2. Payments

2.1. Progress Payments

2.1.1. The Contractor shall be entitled for payment once a month only for the progress payment against the Payment Certificate issued by the Project Manager. The Project Manager shall check the Progress Bill within 7 (seven) days and certify the amount to be paid in the Payment Certificate to the Contractor after taking into account any credit or debit for the month in question in respect of Plant and Materials for the Works in the relevant amounts. The Contractor shall furnish written declarations along with each Progress Bill from all its Subcontractors duly signed and stamped by their authorized representatives, to the effect that all the payments due to Subcontractors by the Contractor till the period of last Payment Certificate, have been paid by the Contractor to the Subcontractor and no amount is outstanding towards the Subcontractor except Performance Security as per the provision of the Subcontracts. This will be an essential declaration without which no payment shall be released to the Contractor by the Employer.

2.1.2. The Progress Bill for the due payments as per the directly related Employer's Payment Certificate shall be paid within 14 (fourteen) days of the submission of the Progress Bill by the Contractor.

2.1.3. Contractor shall submit last Progress Bill within 30 (thirty) days of Taking Over the Works. Employer shall check the last Progress Bill within 30 (thirty) days after its receipt and return the last Progress Bill to Contractor for corrections, if any. 50% (fifty percent) of undisputed amount of the Final Bill shall be paid to the Contractor at the stage of returning the last Progress Bill.

2.1.4. The Contractor should re-submit the last Progress Bill, with corrections within 30 (thirty) days of its return by the Project Manager. The re-submitted last Progress Bill

shall be checked and verified by the Project Manager as Payment Certificate within 30 (thirty) Business Days of its receipt and the payment shall be paid by the Employer within 15 (fifteen) Business Days of Payment Certificate i.e., within 45 (forty-five) Business Days of submission of the last Progress Bill by the Contractor.

2.1.5. Upon submission of the last Progress Bill, the Contractor shall give to the Employer, a written discharge confirming that the total of the last Progress Bill represents full and Final Bill 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 last Progress Bill has been made and the Performance Security 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 last Progress Bill except in respect of matters or things arising after the issue of the Completion Certificate in respect of the whole of the Works.

2.2. Final Bill/ Payment

2.2.1. The Contractor shall submit to the Employer the Final Bill providing detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Employer shall issue the Defect Liability Certificate pursuant to GCC clause 27, after the Contractor meeting all the commitments with respect to Defects Liability Period and certify any final payment that is due to the Contractor within 60 (sixty) days of receiving the Contractor's account if it is correct and complete. If it is not, the Employer shall withhold Defect Liability Certificate and issue within 15 (fifteen) 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 Bill is still unsatisfactory after it has been re-submitted, the Employer shall decide on the amount payable to the Contractor and issue a Final Payment Certificate, within 60 (sixty) days of receiving the Contractor's revised Final Bill.

Appendix 2: Price Adjustment

In accordance with GCC 11.2, prices shall be adjustable and the following method shall be used to calculate the price adjustment:

1. Prices payable to the Contractor, in accordance with the Contract, shall be subject to adjustment during performance of the Contract to reflect changes in the cost of labor and material components (fuel, power, light and lubricants and other materials) required for execution of the Works. Variation on account of which shall be paid to or recovered from the Contractor considering components of labor, Materials and POL on the percentages of these components and the indices specified in Sub-clause 2 hereto. The adjustment shall be reviewed on quarterly basis. Price variation will be payable on the Payment Certificates referred to in Appendix (Terms and Procedure of Payment), after deducting cost of Materials, if any, provided by the Employer on fixed rate as per the standard formulae.
2. Subject to the conditions laid down hereunder, the Contract unit rates/prices specified in Appendix (Price Schedules indicating the Price Breakdown of Contract Price) are subject to price adjustment in accordance with the Price Adjustment formula incorporated hereunder. Adjustment of payments will be applicable only for the Works, which are carried out within the Time for Completion. If the Contractor fails to complete the Works within the Time for Completion, adjustment of unit rates/prices thereafter shall be made using either (i) each index or price applicable on the date 28 (twenty-eight) days prior to the expiry of the Time for Completion of the Works, or (ii) the current index or price pertaining to the actual execution of the Works, whichever is more favourable to the Employer. Payment to the Contractor for work done shall be adjusted for increase or decrease in the cost of various inputs required for completion of the Works according to the procedure mentioned hereunder. Price Adjustment shall be calculated as per following formulae:

2.1. Price Adjustment Formulae

The price adjustment to the Payment Certificates in respect of changes in cost shall be determined from the following formula for payment in Indian Rupees (INR):

- i. Price Adjustment for Cement:

$$V_c = 0.85 \times V \times C \times (C_n - C_o) / C_o$$

Where:

V_c = Price adjustment for Cement component for the Payment Certificate under consideration.

V = Gross certified value of Payment Certificate

C = Percentage of Cement component = 0.15

Cn = Index Number for Wholesale Prices in India (Base Year: 2011-12), published by the Office of the Economic Adviser, Department for Promotion of Industry and Internal Trade, Ministry of Commerce & Industry, Government of India under the Subgroup: "cement, lime and plaster", Group "Other Non-metallic Mineral Products" in Major Group: "Manufactured Products", for the Payment Certificate under consideration

Co = Index Number for Wholesale Prices in India (Base Year: 2011-12), published by the Office of the Economic Adviser, Department for Promotion of Industry and Internal Trade, Ministry of Commerce & Industry, Government of India under the Subgroup: "cement, lime and plaster", Group "Other Non-metallic Mineral Products" in Major Group: "Manufactured Products", for the Base Date i.e. those published for the month of

ii. Price Adjustment for Steel:

$$V_s = 0.85 \times V \times S \times (S_n - S_o) / S_o$$

Where:

Vs = Price adjustment for Steel component for the Payment Certificate under consideration.

V = Gross certified value of a Payment Certificate

S = Percentage of Steel component = 0.10

Sn = Index Number for Wholesale Prices in India (Base Year: 2011-12), published by the Trade, Ministry of Commerce & Industry, Government of India under the Subgroup: "Mild Steel – Long Products", Group "Basic Metals", in Major Group: "Manufactured Products", for the Payment Certificate under consideration.

So = Index Number for Wholesale Prices in India (Base Year: 2011-12), published by the Office of the Economic Adviser, Department for Promotion of Industry and Internal Trade, Ministry of Commerce & Industry, Government of India under the Subgroup: "Mild Steel – Long Products", Group "Basic Metals", in Major Group: "Manufactured Products" for the Base Date i.e. those published for the month of

iii. Price Adjustment for Construction Equipment:

$$V_e = 0.85 \times V \times E \times (E - E_0) / E_0$$

Where,

Ve = Price adjustment for Construction Equipment component for the Payment Certificate under consideration.

V = Gross certified value of a Payment Certificate

E = Percentage of Construction Equipment component = 0.15

En = Index Number for Wholesale Prices in India (Base Year: 2011-12), published by the Office of the Economic Adviser, Department for Promotion of Industry and Internal Trade, Ministry of Commerce & Industry, Government of India under the Subgroup: " Machinery for Mining, Quarrying and Construction", Group "Machinery and Equipment", in Major Group: "Manufactured Products", for the Payment Certificate under consideration.

Eo = Index Number for Wholesale Prices in India (Base Year: 2011-12), published by the Office of the Economic Adviser, Department for Promotion of Industry and Internal Trade, Ministry of Commerce & Industry, Government of India under the Subgroup:

" Machinery for Mining, Quarrying and Construction", Group "Machinery and Equipment", in Major Group: "Manufactured Products", for the Base Date i.e. those published for the month of

iv. Price Adjustment for other Materials:

$$V_f = 0.85 \times V \times F \times (F_n - F_0) / F_0$$

Where;

Vf = Price adjustment for other Materials for the Payment certificate under consideration. V = gross Certified value of an interim Payment certificate.

F = Percentage of other Materials component = 0.25

F_n = Index Number for Wholesale Prices in India (Base Year: 2011-12), published by the Office of the Economic Adviser, Department for Promotion of Industry and Internal Trade, Ministry of Commerce & Industry, Government of India for "All Commodities", for the Payment certificate under consideration.

F₀ = Index Number for Wholesale Prices in India (Base Year: 2011-12), published by the Office of the Economic Adviser, Department for Promotion of Industry and Internal Trade, Ministry of Commerce & Industry, Government of India for "All Commodities", for the Base Date. i.e. those published for the month of

v. Price Adjustment for Power Oil Lubricants:

$$V_f = 0.85 \times V \times F \times (F_n - F_0) / F_0$$

Where;

Vf = Price adjustment for POL component for the Payment Certificate under consideration.

V = gross Certified value of a Payment Certificate.

F = Percentage of POL component= 0.15

Fn = Index Number for Wholesale Prices in India (Base Year: 2011-12), published by the Office of the Economic Adviser, Department for Promotion of Industry and Internal Trade, Ministry of Commerce & Industry, Government of India for the Major Group: "Fuel and Power", for the Payment Certificate under consideration.

F0 = Index Number for Wholesale Prices in India (Base Year: 2011-12), published by the Office of the Economic Adviser, Department for Promotion of Industry and Internal Trade, Ministry of Commerce & Industry, Government of India for the Major Group: "Fuel and Power", for the Base Date i.e. those published for the month of

vi. Price Adjustment for Labour

$L_f = 0.85 \times V \times [L \times (L_n - L_0)/L_0 + A \times (A_n - A_0)/A_0]$

Where;

Lf = payment for labour component for the Payment Certificate under consideration;

V = Gross certified value of a Payment Certificate.

L = Percentage of labour component of unskilled nature = 0.10

Ln = Minimum daily wages in rupees of the lowest category of workers (unskilled worker) fixed under the minimum wages Act by the Arunachal Pradesh, State government applicable for the Payment Certificate.

L0 = Minimum daily wages in rupees of lowest category workers (unskilled Workers) fixed under the minimum wages Act by the Arunachal Pradesh, State government as on Base Date.

A = Percentage of labour component of skilled nature= 0.10

An = Consumer Price Index Numbers for Industrial Workers – All India as per Contract Data (Base: 2016=100) Published by Labour Bureau, Ministry of Labour, Govt. of India, for the Interim Progress Certificate under consideration.

A0 = Consumer Price Index Numbers for Industrial Workers – All-India with (Base: 2016=100) Published by Labour Bureau, Ministry of Labour, Govt. of India, for the Base Date.

- The Minimum wage (L0) for unskilled workers shall be those applicable for the month of
- The applicable series of Base index (A0) shall be those published for the month of

- 2.2.** Base Date for the purpose of the Price Adjustment shall be the date 28 days prior to the date of deadline for bid submission and accordingly the Base Index shall be the Index for the month in which the Base Date falls unless otherwise agreed by the Parties.

2.3. Other Changes in Cost

To the extent that full compensation for any rise or fall in costs to the Contractor is not covered by the provisions herein contained or by other provisions in the Contract, the rates/prices as per the Schedules in Appendix (Price Schedules indicating the Price Breakdown of Contract Price) shall be deemed to have included amounts to cover any contingency of such rise and fall in costs to the Contractor of various factor related to and/ or inputs required for Completion of the Works.

Appendix 3: Insurance Requirements

(A) Types of Insurance to Be Taken Out by the Contractor

In accordance with the provisions of GCC Clause 34, the Contractor shall at its expense take out and maintain in effect, or cause to be taken out and maintained in effect, during the performance of the Contract, the types of insurance set forth in GCC Clause 34 and the types of insurance set forth below in the sums and with the deductibles and other conditions specified. The identity of the insurers and the form of the policies shall be subject to the approval of the Employer, such approval not to be unreasonably withheld. The inability of the insurers to provide insurance cover in the sums and with the deductibles and other conditions as set forth below, shall not absolve the Contractor of his risks and liabilities under the provisions of GCC Clause 34. However, insuch a case the Contractor shall be required to furnish to the Employer documentary evidence from the insurerin support of the insurer’s inability as aforesaid.

(a) Cargo Insurance

Covering loss or damage occurring, while in transit from the supplier’s or manufacturer’s works or stores until arrival at the Site, to the Plant, Materials and to the Construction Equipment to be provided by the Contractor or its Subcontractors.

Amount In INR	Deductible limits in INR	Parties insured [names]	From [place]	To [place]
Full replacement value, for each shipment of Plant, Material and Construction Equipment to be supplied from outsideor within India + the GST.	NIL	Contractor, readin conjunction with GCC Clause34	Place of Manufacturing Works, Warehouse, Stores, Factory, Port-of-Disembarkation, etc., asthe case may be, from where the shipment is dispatched	Warehouse / store at final destination Site

(b) Third Party Liability Insurance

Covering bodily injury or death suffered by third parties (including the Employer’s personnel) and loss of or damage to property (including the Employer’s property and any parts of the Facilities that have been accepted by the Employer) occurring in connection with the supply and installation of the Facilities.

Amount In INR	Deductible limits In INR	Parties insured [names]	From [Time]	To [place]
The third party liability limit shall be 10% of the total Contract Price for single occurrence/ multiple occurrences in aggregate during the entire policy period	Minimum deductible as per Tariff Advisory Committee guidelines	Contractor & Employer, read in conjunction with GCC Clause 34.	Commencement of work at Site	End of Defect Liability Period

- i. The deductibles as aforesaid shall not absolve the contractor of his risks and liabilities under the contract provisions for insurance and in case of a claim under the policy, deductibles, if any, shall be to the Contractor's account.

(c) Automobile Liability Insurance

Covering use of all vehicles used by the Contractor or its Subcontractors (whether owned by them or not) in connection with the supply and installation of the Facilities. Comprehensive insurance in accordance with statutory requirements.

(d) Workers' Compensation

- (I) Workmen Compensation Policy shall be taken by the Contractor in accordance with the statutory requirement applicable in India. The Contractor shall ensure that all the workmen employed by the Contractor or its Subcontractors for the project are adequately covered under the policy.

- (II) The policy may either be project specific covering all men of the Contractor and its Subcontractors. The policy shall be kept valid till the date of Operational Acceptance of the project.

Alternatively, if the Contractor has an existing 'Workmen Compensation Policy' for all its employees including that of the Subcontractor(s), the Contractor must include the interest of the Employer for this specific Project in its existing 'Workmen Compensation Policy'.

- (III) Without relieving the Contractor of its obligations and responsibilities under this Contract, before commencing work the Contractor shall insure against liability for death of or injury to persons employed by the Contractor including liability by statute and at common law. The insurance cover shall be maintained until all work including remedial work is completed including the Defect Liability Period. The insurance shall be extended to indemnify the Principal for the Principal's statutory liability to persons employed by the Contractor or its Subcontractors.

- (iv) The Contractor shall also ensure that each of its Subcontractors shall effect and maintain insurance on the same basis as the 'Workmen Compensation Policy' effected by the Contractor.

(e) Contractor's Plant and Machinery (CPM) Insurance

The Employer (including without limitation any consultant, servant, agent or employee of the Employer) shall not in any circumstances be liable to the Contractor for any loss of or damage to any of the Contractor's Equipment or for any losses, liabilities, costs, claims, actions or demands which the Contractor may incur or which may be made against it as a result of or in connection with any such loss or damage.

(f) Employer's Liability

In accordance with the Public Liability Insurance Act applicable in the country where the Contract or any part thereof is executed.

(g) Other Insurance

The Contractor is also required to take out and maintain at its own cost any other insurance as statutorily required.

The Employer shall be named as co-insured under all insurance policies taken out by the Contractor pursuant to GCC Sub clause 34.1, except for the Marine Cargo/ Transit Insurance During Transport, Third Party Liability, Workers' Compensation, and Employer's Liability Insurance, and the Contractor's Subcontractors shall be named as co-insureds under all insurance policies taken out by the Contractor pursuant to GCC Sub clause 34.1, except for the Cargo, Workers' Compensation and Employer's Liability Insurance. All insurer's rights of subrogation against such co-insureds for losses or claims arising out of the performance of the Contract shall be waived under such policies.

Appendix 4: Time Schedule

1. The Time Schedule for Completion of the Works under the Contract shall be as follows:

S. No.	Activities Taking Over by the Employer upon successful Completion of:	Time for Completion from the Effective Date of the Contract
1.	Civil Works Package for Ressing Hydropower Power (12 MW) in Arunachal Pradesh IFB No: Ressing – CIVIL (Works) – 002 All Civil Works Comprising of River Diversion Works, Trench Weir, Inatke Structure, Feeder Channel, Desilting Tank, Inlet Well, Head Race Tunnel, Surge Shaft, Anchor & Saddle Blocks, Power House Complex (Civil Works Package) for Ressing HEP (12 MW) in Arunachal Pradesh	For Work Complete in all respect: 36 Months

- 1.1 The activity(ies) under the Contractor's programme for Completion of the Facilities under the Contract shall be in the form of a master network (MNW) and shall identify the various activities like design, engineering, manufacture, supply, installation, erection, construction, testing, transportation to site, testing on completion, Completion/Taking Over. Testing after completion etc. of the Works or specific part thereof (where specific parts are specified in the Contract), as applicable. The network shall conform to the above Time Schedule for Completion. Engineering drawing and data submission schedule shall also be discussed and finalized.
- 1.2 Liquidated damages for delay in Completion of the Works or specific part thereof (where specific parts are specified in Contract) at rates specified in the Contract shall be applicable beyond the Time for Completion specified above or any extension thereof granted by the Employer as per the Contract.
- 1.3 The Employer reserves the right to request minor changes in the Completion schedule at any time during the currency of the Contract.
- 1.4 The detailed Network(s)/ bar charts and project implementation plans & programmes shall be prepared by the Contractor in conformity with the Time Schedule for Completion and as per the requirement specified in Contract, and submitted to the Employer within 28 days from the Effective Date of the Contract, for the Employer's approval. Upon approval by the Employer, it shall form a part of the Contract.
- 1.5 Time for Completion is the essence of Contract.

Appendix 5: List of Major Items of Plant, Materials and Services and List of Approved Subcontractors

A list of major items of Plant, Materials and services is provided below.

The following Subcontractors, including suppliers, sub-vendors and manufacturers, are approved for carrying out the item of the Works and supply of Plant and Materials, as indicated. Where more than one Subcontractor is listed, the Contractor is free to choose between them, but it must notify the Employer of its choice in good time prior to appointing any selected Subcontractor. In accordance with GCC Subclause 19.1, the Contractor is free to submit proposals for Subcontractors for additional items from time to time. No Subcontracts shall be placed with any such Subcontractors for additional items until the Subcontractors have been approved in writing by the Employer and their names have been added to this list of Approved Subcontractors.

Major Items of Plant and Services	Approved Subcontractors and Manufacturers	Nationality

Further, major items of the Works to be performed at the Site by the Contractor under the Contract shall not be subcontracted without the prior approval of the Project Manager/Employer. However, such approval shall not be necessary for engaging labour or entering into labour sub-contracts.

Appendix 6: Scope of Works and Supply by the Employer

The following personnel, facilities, works, and supplies will be provided or supplied by the Employer, and the provisions of GCC Clauses 10, 21, 24 and 25, and Section: Employer's Requirements, shall apply, as appropriate.

All personnel, facilities, works, and supplies will be provided by the Employer in good time so as not to delay the performance of the Contractor, in accordance with the approved Time Schedule and Program of Performance pursuant to GCC Sub clause 18.2.

Unless otherwise indicated, all personnel, facilities, works and supplies will be provided free of charge to the Contractor.

Personnel	Charge to Contractor (if any)
Employer's Personnel for witnessing Tests on Completion and Tests after Completion of the Works, or part thereof, as may be applicable, shall be deputed/ provided by the Employer.	NIL
The Contractor shall provide, at his cost, such labour, materials, apparatus, and other necessary equipment as may be required for Tests on Completion and Tests after Completion of the Works, or part thereof, as may be applicable,. The Employer will not be supplying anyconsumables, spares, equipment, tools, etc. to the Contractor for the same except as specifically agreed in the Contract.	

Services, works and facilities	Charge to Contractor (if any)
Roads for reasonable approach and access to Site shall be provided by the Employer. While efforts will be made to keep the approach roads open through-out the year, the Employer shall not be responsible for any damage or loss suffered by the Contractor due to closure of the road(s) on account of snow falls, landslides, weather conditions or any other reasons whatsoever.	NIL In case, however, highways and bridges are damaged on account of breach in the transportation limits set in the Contract and other Applicable Laws by the Contractor, he shall be liable to restore the highways and bridges to their original condition at his expense. Contractor is advised to

	conduct road survey and limit the consignment weight and dimension accordingly before dispatch.
<p>The Employer, shall, for the duration of execution of the Contract, make available on the Site developed/ levelled, land for construction of Contractor's temporary houses for staff and labour, field offices, stores, and workshop required for execution of the Contract within a radius of 10 km from the Site. The Final Payment Certificate shall not be issued, until and unless the Contractor has handed over the possession of vacant land allotted to him for the above purpose as per direction of the Engineer-in-Charge. The requirement of land for above purpose shall be communicated by the Contractor to the Employer during execution of the works for Completion of the Facilities.</p> <p>The requirement shall conform to industry standards</p>	<p>NIL</p> <p>Development, levelling and dressing of the Site and construction of temporary roads, as per plan approved by the Engineer-in-Charge shall be done by the Employer at his own cost. However, the construction of the Contractor's offices, workshop and houses shall be in the Contractor's scope.</p>
Electricity and Water	Charge to Contractor (if any)
<p>The Contractor shall be entitled to use for the purposes connected with or related to execution of works for the Facilities under the Contract at Site, such supplies of electricity and water as may be available with the Employer on the Site, and shall provide any apparatus necessary for such use. The Contractor shall pay the Employer for the usage at the applicable tariff plus Employer's overheads, if any, for such use. Where such supplies are not available or not sufficient, the Contractor shall make his own arrangement for provision of any supplies of water and electricity he may require for all the purposes connected with or related to execution of works for the Facilities under the Contract at Site</p>	<p>The Contractor shall pay the Employer for the usage at the applicable tariff plus Employer's overheads, if any, for use of such supplies of electricity and water as may be available with the Employer on the Site.</p>

Communication Facilities	Charges to the Contractor (if any)
<p>The Contractor shall also make arrangement of suitable numbers of mobile phones at his cost to facilitate communication with the Employer and the Engineer-in- Charge.</p> <p>The Contractor shall be entitled to use for the purposes connected with or related to execution of works for the Facilities under the Contract at Site, communication facilities as may be available with the Employer on the Site and shall provide any apparatus necessary for such use. The Contractor shall pay the Employer for the usage at the applicable tariff plus Employer's overheads, if any, for such use. Where such facilities are not available or not sufficient, the Contractor shall make his own arrangement for such facilities he may require for all the purposes connected with or related to execution of works for the Facilities under the Contract at Site</p>	<p>The Contractor shall pay the Employer for the usage at the applicable tariff plus Employer's overheads, if any, for use of such communication facilities as may be available with the Employer on the Site.</p>
Supplies by the Employer (Employer Supplied Plant and Material)	Charge to Contractor (if any)
<p>Material for Earthmat for laying/ installation of Earthmat by the Contractor</p>	<p>NIL</p>

Appendix 7: List of minimum Key Drawings/ Documents for Approval or Review

Pursuant to GCC Sub clause 20.3.1, the Contractor shall prepare, or cause its Subcontractor to prepare, and present to the Project Manager in accordance with the requirements of GCC Subclause 18.2 (Program of Performance), the following documents for

(A) Approval

- 1.
- 2.
- 3.

(B) Review

- 1.
- 2.
- 3.

Appendix 8: Key Contractor's Personnel

Appendix 9: Priced Schedule of Items and Bill of Quantities

Appendix 10: Standards of Conduct, Anti-bribery and Fraud

1. Required Standards of Conduct

- (a) The Contractor acknowledges that it has read and understood:
 - (i) The codes and policies of the IREDA (as displayed within www.ireda.org) (as may be amended from time to time), and in connection with the Contract, its performance and conduct of the Works, any Temporary Works, the Project and any other business transactions or dealings involving ireda and its affiliates, agrees to comply with the principles, standards of behaviour and ethics contained in the codes and policies of the IREDA.
- (b) The Contractor acknowledges and agrees that it shall procure on behalf of itself and its personnel, sub- contractors that its conduct of the Contract, and all of the Contractor's undertakings, transactions and dealings in connection with the Works, any Temporary Works, the Project under this Contract shall at a minimum be compliant with and undertaken in accordance with the following:
 - i. The codes and policies of the IREDA;
 - ii. all Applicable Laws; and
 - iii. the General Conditions.
- (c) The Contractor shall not (and shall procure that its personnel and sub-contractors shall not):
 - (i) offer, promise, give or authorise the giving of any Bribe, rebate, payoff, influence payment, kickback or other unlawful payment including facilitation payments, to any Public Official in order to obtain or retain business, gain any unfair advantage or influence any act or decision of a Public Official;
 - (ii) partake in any Sanctionable Practices, corrupt, obstructive, collusive or coercive practices, the financing of terrorism or make prohibited payments, or deal with funds of illicit origin;
 - (iii) breach any Applicable Laws; or
 - (iv) partake in any activity whatsoever where such activity could reasonably be expected to cause IREDA or any of its affiliates to partake in any Sanctionable Practice or violate or to be in breach of any Applicable Laws or any of the codes, policies or procedures of the IREDA,

2. Undertakings, Representations and Warranties

- (a) The Contractor acknowledges and agrees that the Employer shall have the right to terminate or suspend its involvement, undertakings and/or dealings in connection with the Contractor without liability and with immediate effect where the Employer reasonably believes that any non-compliance or infringement of any of the IREDA Standards has occurred.
- (b) The Contractor shall provide the Employer with such further assurances or certificates that the Employer may request from time to time, including to certify to the Employer, in writing, signed by a duly appointed and authorized officer of the Contractor, that the Contractor and its personnel, sub- contractors and any persons acting for or on behalf of the Contractor in connection with the Contract have at all times during the relevant preceding period complied with the IREDA Standards. The Contractor shall provide such supporting evidence of compliance as the Employer may reasonably request.
- (c) The Contractor acknowledges and agrees that the Employer (itself or through its representatives) may inspect the conduct and performance of the Works and any Temporary Works and review and make copies of all relevant books, records and accounts of the Contractor in connection with the Contract, and continue to monitor and conduct background checks on the Contractor, its associates and/or affiliates for the purposes of monitoring compliance with the InfraCo Standards. The Contractor shall provide the Employer with unobstructed access to all relevant sites, books, records and accounts for such purpose.
- (d) The Contractor represents, warrants and undertakes that:
 - i. it shall do everything within its power to ensure that the Works and any Temporary Works are conducted and implemented in accordance with the InfraCo Standards;
 - ii. that it is aware of and has considered the Employer's policy of zero tolerance towards bribery and corruption in agreeing to enter into the Contract and undertake the Works and any Temporary Works, and that it is aware of and has considered that the Employer is subject to the InfraCo Standards prohibiting improper payments and bribes to private sector persons and to Public Officials, and that neither the Contractor, nor any persons acting for or on behalf of it in connection with this Contract, has taken, or will take any action or engage in any activity which would lead to the Employer being in violation of the InfraCo Standards;
 - iii. it does not engage in Bribery, does not direct, authorise or knowingly permit any person who acts on its behalf or provides work to it, to engage in Bribery and that it will not, during the term of this Contract, or, if different, during the period of time from the date on which this Contract is signed until this Contract expires, engage in, or direct, authorise, or knowingly permit a person acting on its behalf or providing work to it, to engage in Bribery;

iv. it has not:

- been convicted of any offence under an Applicable Law, including in relation to bribery, corruption or money laundering; or
- been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence involving bribery, corruption or money laundering or for breach of any Applicable Law;

v. it agrees to indemnify the Employer against any and all losses and damages resulting from or due to:

- any Bribery or breach of an Applicable Law by it or its directors or officers made in connection with the Contract or the Works and any Exceptional Works;
- where any of the InfraCo Standards are breached or violated due to the Contractor's actions or omissions;

vi. it shall ensure compliance with the InfraCo Standards by it and its personnel, sub-contractors and any persons acting for or on behalf of the Contractor in connection with the Contract;

vii. it does not, and will not, make any political donations for the benefit of, or on behalf of the Employer, or in relation to the Contract; neither it or any of its shareholders, beneficial owners or affiliates are designated as a Restricted Party

viii. it will not delegate the performance of Works under the Contract or otherwise engage any sub-contractor or agent in relation to the Works or any Temporary Works without the prior written approval of the Employer in accordance with Clause 1.7 of the General Conditions of Contract [Sub-Contracting], and will ensure that any such assignment is set out in a written agreement which incorporates all material terms of this Contract regarding conduct, compliance, confidentiality and representations and warranties, and that the Employer shall be a third party beneficiary of, and entitled to enforce, such provisions; and

ix. any material breach or violation of any of these representations and warranties will entitle the Employer with no liability to terminate or suspend all dealings and arrangements with the Contractor with immediate effect.

3. DEFINED TERMS

The terms as used in this Appendix 5 shall have the means ascribed below:

(a) **"Bribe"** or **"Bribery"** is where:

i. a person:

- provides a benefit to another person; or
- causes a benefit to be provided to another person; or
- offers to provide, or promises to provide, a benefit to another person; or

- causes an offer of the provision of a benefit, or a promise of the provision of a benefit, to be made to another person; and
- ii. the benefit is not legitimately due to the other person; and
- iii. the first-mentioned person does so with the intention of influencing a Public Official (who may be the other person) in the exercise of the Public Official's duties as a Public Official in order to:
 - obtain or retain business; or
 - obtain or retain a business advantage that is not legitimately due to the recipient or intended recipient of the business advantage (who may be the first-mentioned person).
- (b) **“Public Official”** means any individual who holds a legislative, administrative or judicial position of any kind (whether appointed or elected) of a country or territory, or subdivision thereof, exercises a public function for a country or territory, or subdivision thereof, or for any public agency or public enterprise of any country or territory, or subdivision thereof, or is an official or agent of a public international organisation.
- (c) **“Restricted Party”** means any person who is identified from time to time by any government or legal authority under applicable trade sanctions, export controls, anti-money laundering, non-proliferation, anti-terrorism and similar laws as a person with whom trade or financial dealings and transactions by InfraCo, PIDG (including its members or donors), and/or any of their affiliates are prohibited or restricted.
- (d) **“Sanctionable Practice”** means any of the following:
 - i. offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - ii. 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. any arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - iv. impairing or harming, or threatening to impair or harm, directly or indirectly, any part of the property of a party to influence improperly the actions of the party;
 - v. engaging in any activity, or entering into any transaction, either principally or through some other person, or being involved with any person (i) in breach of any Applicable Law, prohibited by any resolution issued by the United Nations Security Council or UN Charter; sanctioned or prohibited by any of the United Nations (including in relation to the United Nations Security Council or UN Charter), the European Union, World Bank or a member of the PIDG, (iv) on the World Bank Listing of Ineligible Firms from time to time, or (v) convicted, indicted, or subjected to any similar criminal sanction for engaging in money laundering or financing of terrorism;

- vi. deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statement to investigators in order to materially impede any investigation or enquiry by or on behalf of InfraCo or its affiliates or the PIDG, or their duly appointed representatives, advisors or constituted members into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
- vii. actions or inactions intended to impede the exercise of any rights of audit and access to information of InfraCo or its affiliates or the PIDG, or their duly appointed representatives, advisors or constituted members.

Performance Security Form

(For the purpose of verification/confirmation of this Bank Guarantee by the Employer, the Bank shall indicate 2 official email ids of the authorized signatories from Issuing Branch and also of the designated higher office (Corporate Office, Zonal Office etc) in the covering letter of the Bank forwarding the Bank Guarantee.)

Bank Guarantee No.

Date.....

Letter of Acceptance/Contract Reference No.....dated.....

..... *[Package Name/ Contract Title]*.....

To: *[Name and address of the Employer]*

.....

.....

Dear Ladies and/or Gentlemen,

We refer to the Contract ("the Contract") vide reference no. *[insert reference no. of the Letter of Acceptance / Contract]*.... dated *[insert date of the Letter of Acceptance / Contract]*

BETWEEN

You, *[name of the employer]*, a company incorporated under the laws of India under the Companies Act 1956 as amended from time to time and having its principal place of business and Registered Office at *[address of the Employer]* (hereinafter called "**the Employer**" which expression shall unless repugnant to the context or meaning thereof include its successors and assigns)

AND

(Applicable only in case of sole bidder)

[name of the contractor], a corporation incorporated under the laws of *[country of the contractor]* under *[insert the relevant Act/ Statute]* and having its principal place of business at *[address of the contractor]* and Registered Office at *[address of the registered office of the contractor]* (hereinafter called "**the Contractor**" which expression shall unless repugnant to the context or meaning thereof include its successors and assigns)

Or

(Applicable only in case of Joint Venture)

Joint Venture (JV) of *[Name of Lead Partner]* (the Lead Partner of JV), a company incorporated under the laws of *[country of the Lead Partner]* under *[insert the relevant Act/ Statute]* and having its principal place of business at *[address of the Lead Partner]* and Registered Office at *[address of the registered office of the Lead Partner]* and other partner(s):

(i) *[Name of the Partner]*, a company incorporated under the laws of *[country of the Partner]* under *[insert the relevant Act/ Statute]* and having its principal place of business at *[address of the Partner]* and Registered Office at *[address of the registered office of the Partner]*; and

(ii) *[Name of the Partner]*, a company incorporated under the laws of *[country of the Partner]* under *[insert the relevant Act/ Statute]* and having its principal place of business at *[address of the Partner]* and Registered Office at *[address of the registered office of the Partner]*,

(hereinafter called “**the Contractor**” which expression shall unless repugnant to the context or meaning thereof include the successors and assigns of the respective partners of the Joint Venture)

for providing of all plant, materials and performing of all required services, including design (to the extent applicable), procurement, quality assurance, construction, installation, erection, Tests on Completion, delivery, Tests after Completion, as applicable, and Completion of the Works and rectification of defects, in accordance with the plans, procedures, specifications, drawings, codes, and any other documents and provisions as specified, for **All Civil Works Comprising of River Diversion Works, Trench Weir, Intake, Feeder Channel, De-silting Tank, Head Race Tunnel, Surge Shaft, Penstock Civil Structural Works, Power House Complex, etc., under the Civil Works Package for Rassing Hydropower Project (12 MW) in Arunachal Pradesh NIT/RFB No: Rassing – CIVIL (Works) – 002 (“the Works”)** and the Taking Over of the Works by the Employer subsequent to its Completion by the Contractor.

By this letter we, the undersigned,*[insert name & address of the issuing bank]*, a Bank (which expression shall include its successors, administrators, executors and assigns) organized under the laws of and having its Registered/Head Office at *[insert address of registered office of the bank]*..... do hereby irrevocably guarantee payment to you up to i.e., five percent (5%) of the Contract Price until ninety (90) days beyond the Defect Liability Period i.e., upto and inclusive of *[dd/mm/yyyy]*.....

We undertake to make payment under this Letter of Guarantee upon receipt by us of your first written demand signed by your duly authorized officer declaring the Contractor to be in default under the Contract and without cavil or argument any sum or sums within the above named limits, without your need to prove or show grounds or reasons for your demand and without the right of the Contractor to dispute or question such demand.

Our liability under this Letter of Guarantee shall be to pay to you whichever is the lesser of the sum so requested or the amount then guaranteed hereunder in respect of any demand duly made hereunder prior to expiry of the Letter of Guarantee, without being entitled to inquire whether or not this payment is lawfully demanded.

This letter of Guarantee shall remain in full force and shall be valid from the date of issue until ninety (90) days beyond the Defect Liability Period of the Facilities i.e. upto and inclusive of [dd/mm/yyyy] and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s. on whose behalf this Letter of Guarantee has been given.

Except for the documents herein specified, no other documents or other action shall be required, notwithstanding any applicable law or regulation.

Our liability under this Letter of Guarantee shall become null and void immediately upon its expiry, whether it is returned or not, and no claim may be made hereunder after such expiry or after the aggregate of the sums paid by us to you shall equal the sums guaranteed hereunder, whichever is the earlier.

All notices to be given under shall be given by registered (airmail) posts to the addressee at the address herein set out or as otherwise advised by and between the parties hereto.

We hereby agree that any part of the Contract may be amended, renewed, extended, modified, compromised, released or discharged by mutual agreement between you and the Contractor, and this security may be exchanged or surrendered without in any way impairing or affecting our liabilities hereunder without notices to us and without the necessity for any additional endorsement, consent or guarantee by us, provided, however, that the sum guaranteed shall not be increased or decreased.

No action, event or condition which by any applicable law should operate to discharge us from liability hereunder shall have any effect and we hereby waive any right we may have to apply such law so that in all respects our liability hereunder shall be irrevocable and, except as stated herein, unconditional in all respects

“Notwithstanding anything contained herein:

1. Our liability under this Bank Guarantee shall not exceed____(value in figures) ____ [_____(value in words)_____].
2. This Bank Guarantee shall be valid upto _____(validity date).
3. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only & only if we receive a written claim or demand on or before_____(validity date)_____.”

For and on behalf of the Bank

[Signature of the authorised signatory(ies)]

Signature
Name
Designation
Contact Number(s):
Tel.
Mobile
Email
Common Seal of the Bank

Witness:
Signature
Name
Address
Contact Number(s):
Mobile
email

Note :

1. For the purpose of executing the Bank Guarantee, the non-judicial stamp papers of appropriate value shall be purchased in the name of Bank who issues the ‘Bank Guarantee’.
2. The Bank Guarantee shall be signed on all the pages by the Bank Authorities indicating their POA nos. and should invariably be witnessed.
3. The Bank Guarantee should be in accordance with the proforma as provided.
4. If the bank issuing performance security is located outside the Employer’s country, it shall be counter- guaranteed or encashable by a bank in the Employer’s country.

Bank Guarantee Form for Advance Payment

(For the purpose of verification/confirmation of this Bank Guarantee by the Employer, the Bank shall indicate 2 official email ids of the authorized signatories from Issuing Branch and also of the designated higher office (Corporate Office, Zonal Office etc) in the covering letter of the Bank forwarding the Bank Guarantee.)

Bank Guarantee No.

Date.....

Letter of Acceptance/ Contract Reference No.....dated.....
[Package Name/ Contract Title].....

To: [Name and address of the Employer]

.....

.....

Dear Ladies and/or Gentlemen,

We refer to the Contract ("the Contract") vide reference no. *[insert reference no. of the Letter of Acceptance / Contract]...* dated *[insert date of the Letter of Acceptance / Contract]*

BETWEEN

You, [name of the employer], a company incorporated under the laws of India under the Companies Act 1956 as amended from time to time and having its principal place of business and Registered Office at [address of the Employer] (hereinafter called "**the Employer**" which expression shall unless repugnant to the context or meaning thereof include its successors and assigns)

AND

(Applicable only in case of sole bidder)

[name of the contractor], a corporation incorporated under the laws of [country of the contractor] under *[insert the relevant Act/ Statute]* and having its principal place of business at [address of the contractor] and Registered Office at *[address of the registered office of the contractor]* (hereinafter called "**the Contractor**" which expression shall unless repugnant to the context or meaning thereof include its successors and assigns).

Or

(Applicable only in case of Joint Venture)

Joint Venture (JV) of *[Name of Lead Partner]* (the Lead Partner of JV), a company incorporated under the laws of *[country of the Lead Partner]* under *[insert the relevant Act/ Statute]* and having its principal place of business at *[address of the Lead Partner]* and Registered Office at *[address of the registered office of the Lead Partner]* and other partner(s):

(i) *[Name of the Partner]*, a company incorporated under the laws of *[country of the Partner]* under *[insert the relevant Act/ Statute]* and having its principal place of business at *[address of the Partner]* and Registered Office at *[address of the registered office of the Partner]*; and

(ii) *[Name of the Partner]*, a company incorporated under the laws of *[country of the Partner]* under *[insert the relevant Act/ Statute]* and having its principal place of business at *[address of the Partner]* and Registered Office at *[address of the registered office of the Partner]*

(hereinafter called “**the Contractor**” which expression shall unless repugnant to the context or meaning thereof include successors and assigns of the respective partners of the Joint Venture)

for providing of all plant, materials and performing of all required services, including design (to the extent applicable), procurement, quality assurance, construction, installation, erection, Tests on Completion, delivery, Tests after Completion, as applicable, and Completion of the Works and rectification of defects, in accordance with the plans, procedures, specifications, drawings, codes, and any other documents and provisions as specified, for **All Civil Works Comprising of River Diversion Works, Trench Weir, Intake, Feeder Channel, De-silting Tank, Head Race Tunnel, Surge Shaft, Penstock Civil Structural Works, Power House Complex, etc., under the Civil Works Package for Rassing Hydropower Project (12 MW) in Arunachal Pradesh NIT/RFB No: Rassing – CIVIL (Works) – 002 (“the Works”)** and the Taking Over of the Works by the Employer subsequent to its Completion by the Contractor.

Whereas, in accordance with the terms of the said Contract, the Employer has agreed to pay or cause to be paid to the Contractor Advance Payment(s) against furnishing of an irrevocable bank guarantee for amount of Indian Rupees *[insert amount in figures and words]*.

By this letter we, the undersigned,*[insert name & address of the issuing bank]*, a Bank (which expression shall include its successors, administrators, executors and assigns) organized under the laws of and having its Registered/Head Office at *[insert address of registered office of the bank]*..... do hereby irrevocably guarantee repayment of Indian Rupees *[Amount of the bank*

guarantee in figures and words] upon the first demand of the Employer without cavil or argument in the event that the Contractor fails to commence or fulfill its obligations under the terms of the said Contract for reasons whatsoever.

Provided always that the Bank's obligation shall be limited to the amount of this Bank guarantee or an amount equal to the outstanding balance of the Advance Payment(s), taking into account such amounts, which have been repaid by the Contractor from time to time in accordance with the terms of payment of the said Contract, as certified by you.

This Guarantee shall remain in full force from the date upon which the said Advance Payment(s) are received by the Contractor up to ninety (90) days beyond the date on which the entire Advance Payment(s) has been fully adjusted in terms of the Contract i.e., up to ninety (90) days beyond the date of Completion of the Facilities under the Contract. This Guarantee may be extended from time to time, as may be desired by M/s. on whose behalf this Guarantee has been issued.

Any claims to be made under this Guarantee must be received by the Bank during its period of validity, i.e. up to ninety (90) days beyond the date of Completion of the Facilities by the Employer i.e. up to and inclusive of [dd/mm/yyyy].....

Notwithstanding anything contained herein:

1. Our liability under this Bank Guarantee shall not exceed _____ (value in figures) _____ [value in words] _____.
2. This Bank Guarantee shall be valid up to _____ (validity date).
3. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only & only if we receive a written claim or demand on or before (validity date).

Note:

1. For the purpose of executing the Bank Guarantee, the non-judicial stamp papers of appropriate value shall be purchased in the name of Bank who issues the 'Bank Guarantee'.
2. The Bank Guarantee shall be signed on all the pages by the Bank Authorities indicating their POA nos. and should invariably be witnessed.
3. The Bank Guarantee should be in accordance with the proforma as provided.
4. If the bank issuing performance security is located outside the Employer's country, it shall be counter-guaranteed or encashable by a bank in the Employer's country.

Form of Extension of Bank Guarantee

Ref. No.....

Dated:.....

To: *[Name and address of the Owner/ Employer]*

Dear Sirs,

Sub.: Extension of Bank Guarantee No. dated for, issued to you on behalf of M/s.*(insert name of the Contractor)* in respect of Contract No. dated for *(insert name of the Contract)* (hereinafter referred to as and called original Bank Guarantee).

At the request of M/s..... *(insert name of the Contractor)*, We *(insert name & address of the issuing bank)*, a Bank organized under the laws of and having its Registered/Head Office at.....*(insert address of registered office of the bank)*..... do hereby extend our liability under the above-mentioned Guarantee No. Dated for a further period of Years/Months from to expire on

Except as provided above, all other terms and conditions of the original Bank Guarantee No. dated shall remain unaltered and binding.

Please treat this as an integral part of the original Guarantee to which it would be attached.

For and on behalf of the Bank

[Signature of the authorised signatory(ies)]

Signature

Name

Designation

Contact Number(s):

Tel.

Mobile

Email

Common Seal of the Bank

Witness:

Signature

Name

Address

Contact Number(s):

Tel.

Mobile

Email

Note :

1. For the purpose of executing the Bank Guarantee, the non-judicial stamp papers of appropriate value shall be purchased in the name of Bank who issues the 'Bank Guarantee'.
2. The Bank Guarantee shall be signed on all the pages by the Bank Authorities indicating their POA nos. and should invariably be witnessed.

Form of Completion/ Taking Over Certificate
(Available in Section: Employer's Requirements)